

The Collective Bargaining Agreement Between

**The Communications Workers of America
AFL-CIO, Local 1037**



and

The ARC of Essex County

March 1, 2017 – February 28, 2020

AGREEMENT

BETWEEN

THE ARC OF ESSEX COUNTY, INC.

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

MARCH 1, 2017 – FEBRUARY 28, 2020

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AGREEMENT

THIS AGREEMENT made and entered into this 12th day of June, 2017, between **THE ARC OF ESSEX COUNTY, INC.** (hereinafter referred to as "Employer") and **THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO** (hereinafter referred to as "Union").

WITNESSETH

WHEREAS, the parties hereto, through bargaining, desire to establish uniform terms and conditions of employment for the employees identified herein during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefit.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 - UNION RECOGNITION

Section 1. Pursuant to the National Labor Relations Board Certification of Election, the Employer hereby recognizes and acknowledges that the Union is the sole and exclusive bargaining agent for all full-time and regular part-time non-professional employees, including all substitutes covered under Article 7, Section 2 of this Agreement, employed by The Arc of Essex in its residential and day programs in Essex County, New Jersey, but excluding all other employees, all office clerical employees; all substitutes who do not meet the requirements of Article 7, Section 2; all casual employees; all employees at The Supported Living Apartment Program and at all other locations outside the residential programs and adult day programs; nurses, senior behavioral specialists, behavioral specialists, program support facilitators, program support specialists and all other professional employees; guards and supervisors (including program managers) as defined in the National Labor Relations Act.

ARTICLE 2 - DUES CHECKOFF

Section 1. The Employer agrees to deduct the appropriate Union dues from the wages of those employees who choose to become members of the Union, and remit such dues to the Union on a monthly basis, provided that the employee signs an appropriate dues check off form authorizing the Union to receive same and submits the authorization form to the Employer. The Employer shall provide a monthly dues report to the Union as to dues deducted by the 20th of each month, and a seniority list every other month.

Section 2. The Union shall be entitled to collect a representation fee in lieu of dues, initiation fees and other assessments from all employees covered by this Agreement who do not authorize the deduction of full union dues, fees, and assessments. Representation fees shall not exceed 85% of the dues applicable to bargaining unit members. As a condition of employment, thirty (30) days after the effective date of this Agreement or thirty (30) days after date of hire, whichever is later, an employee who chooses not to become a member of the Union shall authorize in writing the deduction of a representation fee in lieu of dues on an

appropriate form submitted to the Employer. Payment of a representation fee shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. Representation fees shall be deducted and remitted along with employee dues pursuant to Section 1, above. The Union shall comply with all legal requirements governing the collection and use of representation fees.

Section 3. The Union will indemnify and hold the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken or not taken by the Employer at the request of the Union in accordance with the provisions of this Article. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

Section 4. Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from an employee's bi-weekly wages the sum specified in the authorization and submit that sum to the CWA Political Action Fund (CWA PAF).

ARTICLE 3 - RESPECT AND COOPERATION CLAUSE

Section 1. The Union, Employer and employees agree to cooperate in maintaining uninterrupted quality services to The Arc's consumer community. The parties also agree on the need to treat each other, as well as consumers and visitors to work sites, with respect.

ARTICLE 4 - MANAGEMENT RIGHTS CLAUSE

Section 1. Except to the extent expressly modified by a specific provision of the Agreement, the Employer reserves and retains all of the rights, powers, and authority that the Employer had prior to the signing of this Agreement, and these rights, powers and authority shall remain exclusively and without limitation as the rights of management.

Section 2. It is agreed that the Employer shall have the authority to determine and direct the policies and methods of operating the organization, without interference by the Union. Without limiting the generality of the foregoing, the sole and exclusive rights of management include, but are not limited to, the right to take any action reasonably necessary to comply with the statutory, regulatory, and contractual requirements imposed by the State of New Jersey; the right to create, relocate, consolidate, merge or terminate any of its day, residential, or other programs; to discontinue or automate processes or operations; the right to determine the qualifications for positions and to select its employees; to determine the size and composition of its working force; to determine work schedules; to hire, promote, demote, transfer, assign, layoff and recall employees to work; to reprimand, discharge, or otherwise discipline employees for cause; to determine job content and the amount and types of work needed; to determine the assignment of work; to schedule the hours and days to be worked on each job and each shift, including overtime; to discontinue, transfer, or, subcontract; to expand, reduce, alter, combine, transfer, assign or eliminate any job, job classification, department or operation; to subcontract work; to control and regulate or discontinue the use of supplies, equipment, and other property owned, used, possessed, or leased by the Employer;

to introduce new, different or improved methods and processes of service and operations; to establish work policies, performance and production standards, rules and regulations and to change work, policies, rules and regulations, including, but not limited to a drug testing policy, an attendance policy and similar policies; or otherwise generally to manage the organization and direct the work force.

Section 3. The Employer's failure to exercise any right hereby reserved to it, or the Employer's exercising any right in a particular way, shall not be deemed a waiver of its right to exercise such right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provision of this Agreement.

Section 4. The Employer shall provide the Union with thirty (30) days written notice prior to implementation of any new rules, policies or procedures that are mandatory topics of bargaining within the meaning of the National Labor Relations Act (collectively "Changes"). If the Union objects to the Changes, it shall provide the Employer with written notice within ten (10) days of receipt of Employer notice. Within ten (10) days thereafter, the Employer and Union shall meet to attempt to resolve their differences. If the parties are unable to resolve their differences prior to the Implementation Date, the Changes may be implemented, subject to the Union's right to grieve. The Arbitrator shall not sustain such grievance unless the Arbitrator finds that the Union has demonstrated that such Changes are unreasonable. The Arbitrator shall be the sole forum in which the Union may challenge such Changes.

Section 5. Notwithstanding the provisions of this Article, the Employer shall not reduce the regularly scheduled straight time hours of any full time employee (excluding substitutes). This shall: (a) not be construed to in any way limit or restrict the Employer's right to layoff, (b) not apply to any reduction in hours for any vacant position, and (c) shall not apply if the employees weekly salary is not reduced.

Section 6. In exercising the rights set forth in Section 2 of this Article, the Employer shall comply with all terms of this Agreement and shall abide by all limitations upon the exercise of Section 2 rights imposed by such terms.

Section 7. The Employer shall not be required to negotiate concerning the taking of actions reserved for it under this Article.

ARTICLE 5 - EQUAL OPPORTUNITY EMPLOYMENT

Section 1. It shall be the continuing obligation of the Employer, the Union and employees to comply with all applicable non-discrimination laws, including laws prohibiting harassment. The provisions of this Agreement shall be applied by the Employer and the Union without regard to race, creed, color, religion, national origin, sex, age, handicap or disability, sexual orientation, union status or any other classification protected by federal, state or local law.

ARTICLE 6 - PROBATIONARY PERIOD

Section 1. The first ninety (90) days of employment of any New Employee shall be known as the probationary period.

Section 2. During the probationary period, employees shall be subject to dismissal for any reason without recourse to the grievance and arbitration procedure. A discharged probationary employee or his/her designated Union Staff Representative may request that the employee's termination be reviewed by the Executive Director by filing a written request within three (3) days of discharge. The written request will state the basis upon which the discharge is being challenged. The employee or his/her designated Union Staff Representative may also request a meeting. Whether or not a meeting is held will be within the sole discretion of the Executive Director. Following the submission of a written request or meeting, if applicable, the Executive Director will promptly issue a final and binding decision to the employee with a copy to the Union. This process does not require the production of any documents by the Employer.

Section 3. Upon completion of the probationary period, employees, except for substitutes, shall be placed on the regular seniority list and seniority shall commence as of the date of hire as a bargaining unit employee.

Section 4. Termination of New Employees pursuant to N.J.A.C. 10:48A-3.2 for failure to pass a criminal background check shall not be subject to the grievance or arbitration procedure even if such termination occurs beyond the ninety (90) day probationary period, but shall be subject to Section 2 of this Article.

ARTICLE 7 - SUBSTITUTE EMPLOYEES

Section 1. Substitute employees may be required from time to time to fill special needs, and will be hired on an as-needed basis and in the sole discretion of the Employer, provided there are no employees in the bargaining unit on lay off when the substitute employees are hired.

Section 2.

a. Substitute employees listed in Appendix A will be covered during the fifteen (15) months following the effective date of the Agreement. Covered substitutes, who work at least 700 hours during the first fifteen (15) months of the Agreement and in each fifteen (15) month period thereafter, will continue to be covered.

b. Covered substitute employees, who do not work at least 700 hours during the first fifteen (15) months of the Agreement, will cease to be covered by the Agreement.

c. A substitute who loses coverage can re-qualify for coverage by working at least 700 hours during the fifteen (15) months following the loss of coverage or by working at least 700 hours in any subsequent fifteen (15) month period. Coverage will then be continued subject to the conditions in paragraphs (a) and (b), above.

d. Substitute employees who are not covered as of the effective date of the Agreement, will qualify for coverage if they work at least 700 hours during any single year of the Agreement. Coverage will be continued subject to the conditions in paragraphs (a), (b) and (c), above.

e. Appendix A will be updated on a periodic basis to reflect additions and deletions from the covered substitute list.

Section 3. Substitute employees who are covered by the Agreement will be offered work on a preferential basis over substitutes who are not covered by this Agreement. If covered substitute employees are not available for assignments or do not possess the necessary certifications or licenses, the Employer may offer work to other substitutes. Repeated unavailability for assignments by covered substitutes may result in loss of preference under this Section.

ARTICLE 8 – OVERTIME/ADDITIONAL TIME

Section 1. Employees may be required to work a reasonable amount of overtime/additional time as assigned by the Employer. Depending on the situation, overtime/additional time will be offered to: (a) the employee performing the work at the time the overtime/additional time is needed, (b) qualified employees within the applicable program on a rotational basis, or (c) substitutes.

Section 2. When overtime/additional time is offered to employees within program, if no (or an insufficient number of) qualified employees within the applicable program agree to work the overtime/additional time necessary, the Employer may, at its option: (a) offer the overtime/additional time to qualified employees in other programs, or (b) assign the overtime/additional time to qualified employees within the applicable program, on a rotational basis.

Section 3. Failure to work assigned overtime/additional time without a valid excuse (e.g., sickness, or prior appointment), or failure to work overtime/additional time after accepting the overtime/additional time assignment, may result in discipline.

Section 4. In applying a rotation under Section 1(b), above, the Employer will begin with the most senior employee in the Program and proceed in order of seniority. In applying a rotation under Section 2(b), above, the Employer will begin with the least senior employee in the Program and proceed in reverse order of seniority. For purposes of the rotation, any opportunity to work overtime/additional time shall be deemed equal to any other opportunity regardless of the length or circumstances of the assignment. Employees shall be responsible to maintain a current telephone number with the Employer. If an employee does not respond in a timely fashion to telephone notification, or is not able to report in time, it shall constitute an

overtime opportunity within the meaning of the rotation to the same extent as if the employee worked the overtime/additional time. This rotation shall not take into account overtime/additional time worked pursuant to Section 1(a), 1(c) or 2(a).

Section 5. Upon request of the Union, the Employer and the Union shall meet no less than quarterly to review and discuss overtime/additional time opportunities and assignments for unit members.

ARTICLE 9 – DUTY-FREE TIME

Section 1. Full-time employees will receive paid thirty minutes of duty free time (on site); part-time employees will receive fifteen minutes of paid duty free time (on site). Duty free time will be designated by the supervisor, except that: (1) such duty-free time may not be feasible where there is understaffing, and (2) where there is one employee on duty without supervisory oversight, the employee will be responsible to take such duty-free time in a manner such that he/she does not jeopardize the consumer's health or safety or otherwise violate the Employer's duty of care to the consumer (e.g., the employee may need to remain in the immediate area and accessible in the event of problems). Employees shall submit on forms provided and signed by the Employer, documentation relating to any lost duty free time, which shall be signed by their Manager or designee, and a copy provided to the employee and the Union. After twelve (12) lost duty free time periods in any calendar year, upon request, a meeting shall be conducted between the Union and the Director of Human Resources, or designee, to address the loss.

ARTICLE 10 - PROMOTIONS

Section 1. In the case of promotions, the decision shall be made based upon the employee's qualifications, skills and performance. Upon written request, all applicants from within the bargaining unit who in the sole discretion of management meet or exceed the qualification standards listed in the job description will be given an interview. Where qualifications, skills, and performance are substantially equal, seniority will govern. In the case of promotions, all bargaining unit positions shall be posted for at least ten (10) days, and a voice mail blast notification of that posting shall be sent within a reasonable period of time after the posting. It shall be the responsibility of all bargaining unit members who wish to receive this blast to maintain current information with the Employer necessary to receive the blast. If no qualified applicants apply from within the bargaining unit within ten (10) days after the posting and blast, the Employer may hire from the outside.

ARTICLE 11 - LAYOFFS

Section 1. In the case of layoffs, temporary employees will be laid off first, and then probationary employees. If additional layoffs are required the Employer shall determine the number of employees to be laid off in the various classifications.

Section 2. If it is necessary to layoff part-time or full-time employees, the Employer will identify positions to be abolished.

Section 3. Employees selected for layoff may be assigned to any vacant job for which they are qualified, as defined below.

Section 4. Employees who have been selected for layoff, and who are not reassigned to vacancies, may bump into any job position which is equally or lower rated based on seniority. A lower rated position is a position that has a lower starting salary. An equally rated position is a position that has the same starting salary.

Section 5. A full time employee who is subject to layoff can bump the least senior full-time or part-time employee in any lower or equally paid job title for which he/she has the qualifications. A part-time employee who is subject to layoff can bump the least senior part-time employee in any lower paid job title. An employee bumping into another position must accept the schedule of the position. Employees shall cooperate to exercise bumping rights expeditiously. An employee who fails to exercise his/her bumping rights in writing within three (3) work days of notice, will be laid off. Notwithstanding the above, should the bumping process go beyond the scheduled date of layoff, the employee who has been identified for layoff, may be laid off on a temporary basis, pending his/her exercise of his/her bumping rights.

Section 6. An employee bumping into a lower rated position shall receive the highest rate of that position or his/her current rate, whichever is lower.

Section 7. The Employer will provide the Union and affected employees with three (3) week's notice of layoff unless the Employer cannot reasonably provide such notice in light of the timing of the events giving rise to the layoff, in which case the Employer shall provide the maximum notice feasible in the circumstances.

Section 8. Notwithstanding anything stated above, all decisions under this Article shall first take into account any licenses, certifications and mandated training necessary to fully perform the job (collectively "Qualifications"). Mandated training is training provided to employees for at least one (1) day for the purpose of establishing an identified skill or skill level (e.g., insulin training for employees who work with diabetic consumers). Qualifications shall be the determinative factor in all such decisions, and seniority shall only apply after Qualifications are taken into account.

Section 9. Employees on layoff shall be placed on a recall list and recalled in order of seniority (subject to qualifications as in the case of layoff) to vacancies within their job title. An employee shall forfeit all recall rights if he/she fails to report to management intention to return from layoff within three (3) working days following notification of recall by the Employer, such notice to be by certified mail to the last known address appearing on the Employer's records. It shall be the responsibility of employee to keep the Employer informed of his/her current address and telephone number. An employee shall also forfeit all recall rights if he/she fails to report to work within two (2) weeks of notice of recall as specified above.

Section 10. If the Employer receives formal notice of funding loss which is likely to result in the layoff of employees covered by this Agreement, it will provide the Union with prompt notice of such notification.

ARTICLE 12 - SENIORITY

Section 1. Seniority is based upon the employee's total employment with the Employer, dated from the employee's most recent date of hire by the Employer. Employees hired after the effective date of this Agreement will have seniority as of their date of hire, if they pass their probationary period. Seniority shall not apply except as expressly set forth in this Agreement.

Section 2. Seniority and the employee's rights under this Agreement shall terminate for any of the following reasons:

- (1) Resignation, retirement or discharge for cause;
- (2) Layoff in excess of one year, or the employee's length of service, whichever is less;
- (3) Job abandonment. Job abandonment occurs when an employee fails to report to work for four (4) or more consecutive days and during that time fails to contact the Employer, unless the employee is on an approved leave of absence or is using approved leave time or is unable to contact the Employer due to an emergency. An emergency does not include an instance where an employee fails to contact the Employer due to incarceration, intoxication, or drug abuse.

Section 3. Involuntary transfers and/or reassignments, not related to discipline or relocation of program, will take place in inverse order of seniority taking into account operational need. In such cases, employees may not be transferred or reassigned without an opportunity to meet with a Human Resources representative. In these cases, the employee can opt to have a Union representative present at the meeting.

ARTICLE 13 - DISCIPLINE

Section 1. The Employer shall have the right to discipline or terminate employees for just cause.

Section 2. Discipline shall be issued within twenty (20) days of the last event giving rise to the discipline, or within twenty (20) days from the date management had actual knowledge of the events giving rise to the discipline, whichever is later.

Section 3. The Employer shall provide a copy of any discipline, minor or major, including suspensions pending the outcome of investigations, to the employee and to the Union. The employee and the Union shall acknowledge receipt of such discipline, but such acknowledgment shall not be construed to indicate agreement.

Section 4.

a. An employee may be suspended without pay during the investigation of a complaint where the investigation is to determine whether the employee is unfit for duty or is a hazard to any person if permitted to remain on the job or if such suspension is necessary to maintain the health, safety, order, or effective direction of The Arc.

b. If such investigation is not completed within thirty (30) days, and such delay is not the result of the employee's own actions or inactions, and does not involve potential criminal charges, activity, or allegations, or matters that, by operation of law, require the completion of an outside investigation(s), the employee shall be restored base pay pending the outcome of the investigation.

Section 5. All challenges to discipline shall be processed through, and in accord with, the contractual grievance and arbitration procedure.

ARTICLE 14 - PAST PRACTICES

Section 1. Any existing written rules, regulations or procedures that are not in conflict with this Agreement shall remain in effect for the duration of this Agreement, except as modified pursuant to the Management Rights Article of this Agreement. Any existing rules, regulations or procedures which are in conflict with this Agreement shall be modified consistent with this Agreement, or, if such modification substantially alters the rule, regulation or procedure, it shall be void.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any disputes between the Employer and the Union or any member of the bargaining unit concerning the meaning, interpretation, application or violation of any provisions of Agreement or of any rules, regulations or procedures governing the terms and conditions of bargaining unit employees shall be resolved finally and exclusively pursuant to this Article. Employees are encouraged to speak directly to their immediate supervisor and resolve any issues they may have informally. Such informal discussions shall not, however, affect the time frame to process grievances/arbitrations under this Agreement.

Section 2. In order to commence the grievance/arbitration process, a written grievance must be filed by the employee or the Union. The grievance must set forth the specific action complained of and the provisions of the Agreement that are alleged to be violated.

Section 3. All time limits set forth with respect to the filing of the grievance, proceeding to the next step of a grievance, or filing for arbitration must be strictly observed, or the grievance/arbitration shall be deemed untimely, and the matter shall be deemed conclusively resolved based upon the Employer's last decision. The arbitrator shall be empowered to determine timeliness in accord with this provision. Time limits may only be extended by written agreement executed by the Executive Director of the Employer and a Union Staff Representative or officer of the Union.

Section 4. If a grievance is filed which raises an issue of statutory violation as well as an issue of contract violation, it shall not be subject to arbitration unless the Employee and the Union shall elect in writing to make arbitration the exclusive forum for resolution of the statutory as well as the contractual issue, and waive any rights they may have to proceed in any other forum. This provision will not prevent the Union from raising, as a defense to discipline, a claim that the discipline was imposed in retaliation for the employee exercising rights protected by federal or state law.

Section 5. The grievance/arbitration procedure shall be as follows:

STEP 1: The employee and/or the steward shall present the grievance to the applicable Department Director of Adult Day or Residential Services, or designee, and the parties will discuss the grievance and attempt to resolve it. In the case of discipline or discharge, the grievance must be presented within ten (10) days of when the Employee or the Union receives notice of the discipline or discharge, whichever is later. In the case of any other dispute, the grievance must be presented within thirty (30) days of when the employee or Union had knowledge of the matter, whichever is later. The Employer shall provide the employee and/or steward with a written response to the grievance within five (5) days of receipt. If no response is provided within five (5) days, it shall act as a denial of the grievance and entitle the Union to proceed to Step 2.

STEP 2: If no settlement is reached in Step 1, the Union Staff Representative may bring the grievance to Step 2 by filing a written notice with the Executive Director; or designee, within ten (10) days after receiving the Employer's response to the Step 1 grievance. The Employer and the Union shall meet within fifteen (15) days following the receipt of the Union's notification in order to attempt to resolve the grievance. The Employer will respond in writing within ten (10) days of its meeting with the Union.

STEP 3: In the event there is no settlement at Step 2 or the Employer does not respond within ten (10) days of its meeting with the Union, the Union may submit the grievance to the America Arbitration Association ("AAA") for arbitration under AAA's procedures within thirty (30) days after the Employer's decision from the Step 2 meeting is received.

Section 6: In the case of any disciplinary matter involving misconduct or neglect towards a consumer, the consumer shall not be contacted by the Union, shall not be called as a witness by the Union, and shall not be subject to subpoena. The Employer may present hearsay evidence with respect to the consumer, which the Arbitrator may consider. If a consumer does testify at arbitration, the Employer must provide reasonable written notice of same to the Union. If the Union wishes to contest the competence of the consumer to testify,

the Union must do so in a separate in camera proceeding with only the Arbitrator and a single Employer and Union Staff Representative present and take all other necessary measures to maintain all information relating to the consumer in the strictest confidence. In such case, the Arbitrator shall determine whether the consumer is incompetent to testify prior to any hearing on the merits, and such determination shall remain confidential in a sealed file. Consumer records, which are not precluded from disclosure by operation of statute or regulation, and which are material to the Arbitrator's determination of competence, are subject to production by order of the Arbitrator, which order shall include an appropriate protective order as a condition of release. Should the Arbitrator determine that the consumer is competent, that issue shall not be the subject of further testimony, questioning, or argument. However, the Union will not be precluded from contesting the truthfulness or accuracy of a consumer's testimony during the arbitration proceeding. If the consumer is determined to be incompetent, the consumer shall not testify at the arbitration.

The term "consumer" for purposes of this provision shall refer to any individual who receives benefits from any of the Employer's day or residential programs.

The above provisions will be submitted to the New Jersey Department of Human Services to ensure compliance with all applicable statutes and regulations of the Department concerning the rights of consumers and the confidentiality of consumer records. If the Department determines that the above provision is not in compliance with such statutes and regulations, the parties will modify the above provision to ensure compliance. Nothing set forth herein shall preclude the Employer from taking any disciplinary action mandated by the New Jersey Department of Human Services, Special Response Unit.

Section 7. The Arbitrator shall not be empowered and shall lack jurisdiction to require the Employer to take any action contrary to or inconsistent with any action required by State law, regulation or contract.

Section 8. The cost of the arbitration shall be borne equally between the Employer and the Union. Fees associated with requesting an arbitration panel from AAA will be borne by the requesting party.

Section 9. The parties agree that the award of the Arbitrator shall be final and binding, but this shall not constitute a waiver of the parties' right to seek vacation or modification of an award in State or Federal court. The Arbitrator shall have no power to add to or subtract from the provisions contained in this Agreement, and any award, or portion of any award, which exceeds the Arbitrator's powers under this Agreement, shall be void. In the event the Arbitrator finds that discharge was not based on just cause and that an award of back pay is appropriate, the Arbitrator shall reduce back pay by all outside earnings and income, including but not limited to unemployment insurance benefits, disability payments, and other employment, and shall also take into consideration the employee's duty to mitigate. With regard to any other matter in which the Union seeks monetary payment, the Arbitrator shall not be empowered to award payment for a period more than thirty (30) calendar days prior to the date the grievance is submitted to the Employer.

ARTICLE 16 - NO STRIKES OR LOCKOUTS

Section 1. Since procedures are herein provided for the peaceful settlement of all disputes that may arise under the provisions of this Agreement, it is mutually agreed that during the term of this Agreement the Union will not authorize, encourage, ratify, participate in or condone any strike, work stoppage, slowdown, sympathy strike, sick-out, picketing of any facility in which consumers are located or which interferes in the Employer's operations, concerted refusal to work overtime, or other concerted interference with the Employer's operations or action to damage the Employer's relationship with the State or with any other funding source (collectively "Prohibited Conduct").

Section 2. The Union agrees that upon written notice by the Employer, it will take immediate action to end any Prohibited Conduct, and will use its best efforts to induce employees to desist from such Prohibited Conduct.

Section 3. The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for discharge.

Section 4. In furtherance of the peaceful resolution of disputes during the term of this Agreement, the Employer agrees that it shall not lock out any employees during the term of this Agreement.

ARTICLE 17 – WAGES AND BONUSES

Section 1. Wages: Effective the first payroll period beginning in March 2017, increase the minimum hiring rate for all covered full-time and part-time employees by \$.20/hr. to \$10.15/hr. and increase the minimum hiring rate for substitutes by \$.35/hr. to \$9.80 /hr.

Section 2. The following increases shall apply during the term of this Agreement:

- (i) Effective the first payroll period beginning in March 2017: an across the board increase of \$.25/hr. to all covered employees on payroll (except substitutes). Employees on payroll as of the bonus date (except substitutes), shall also receive a ratification bonus of \$500 the first payroll period after ratification of the Agreement ("bonus date").
- (ii) Effective the first payroll period beginning in March 2018: an across the board increase of \$.25/hr. to all covered employees on payroll (except substitutes).
- (iii) Effective the first payroll period beginning in March 2019: an across the board increase of \$.35/hr. to all covered employees on payroll (except substitutes).
- (iv) Substitutes covered as of March 1, 2017, shall receive an increase of \$.35/hour the first payroll period beginning in April 2017. Substitutes not

covered as of March 1, 2017, shall receive an increase to \$9.85/hr., effective the first payroll period after becoming a covered substitute.

Section 3. All employees whose rate of pay includes a program differential or shift differential as of the date of this Agreement shall continue to receive that differential as part of their base pay rate.

Section 4. Temporary Out of Title Work. Employees who are required to work out of title on a temporary basis for more than one (1) shift will be paid as follows. Employees who work out of title at a lower or equally paid position will be paid the rate of their regular job. Employees who work out of title at a higher paid position will be paid the lowest rate of employees at the higher paid title, or their own rate, whichever is higher. The assignment of incidental duties on an as needed basis shall not constitute work out of job title.

Section 5. The Employer will notify the Union with regard to the hire of all bargaining unit employees and the starting pay rate when new hires pass their probationary period.

Section 6. Longevity. Effective January 1, 2018, after ten (10) full years of service an employee shall be entitled to a yearly bonus of \$100. Effective January 1, 2018, after fifteen (15) years of service an employee shall be entitled to a yearly longevity bonus of \$150. Effective January 1, 2018, after twenty (20) years of service an employee shall be entitled to a yearly longevity bonus of \$200.

ARTICLE 18 – HOLIDAYS

Section 1. All employees with a regular shift schedule that includes work on the following holidays, except substitutes, are entitled to paid holiday time as set forth herein. Holiday pay is computed according to the employee's regular rate of pay multiplied by the number of hours the employee would have been regularly scheduled to work on the day the holiday falls except as provided below.

Section 2. The Employer shall observe the following holidays:

New Year's Day (January 1)
Martin Luther King, Jr., Day (3rd Monday in January)
Presidents Day (3rd Monday in February)
Good Friday
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans' Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving Day (4th Friday in November)
Christmas Day (December 25)

Section 3. A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday.

Section 4. If a holiday falls during an employee's scheduled paid absence (e.g., vacation, sick, or personal time), the employee will receive holiday pay and the employee's leave balance will not be charged.

Section 5. An employee who works on the following holidays will be paid at the premium rate (double time):

- New Year's Day
- Thanksgiving Day
- Christmas Day
- Independence Day

An employee who works the following holidays will be paid at a rate of one-half (1 ½) times the employees regular rate of pay:

- Martin Luther King, Jr. Day
- Presidents Day
- Good Friday
- Memorial Day
- Labor Day
- Columbus Day
- Veterans' Day
- the day after Thanksgiving

Section 6. An employee scheduled to work on both the actual holiday as well as the day the Employer observes will be paid at the premium rate (double time) or a rate of one and one-half (1 ½) times the employee's regular rate of pay, as set forth in Section 5, only for the hours worked on the actual holiday or the observed holiday, but not both. If the shift day starts or ends on a holiday, the employee will be paid the premium rate only for those hours worked on the actual or observed holiday.

Section 7. An employee who is scheduled to work on a holiday but who does not will only be compensated at his or her regular rate of pay when using available paid leave time for that day.

Section 8. Part-time employees who are not regularly scheduled to work on the day a holiday falls are not entitled to receive holiday pay.

Section 9. Paid time for holidays will not be counted as hours worked for overtime computation purposes.

ARTICLE 19 – EMPLOYEE RETIREMENT PLAN

Section 1. Employees may be able to participate in the Employer's 401k Retirement Plan ("Plan") subject to the terms of the Plan. Employees must refer to the Plan documents for information regarding eligibility.

Section 2. Contribution. Eligible employees may defer a minimum of 1% up to a maximum of 15% of their annual compensation towards the Plan, subject to any limits set by law. The Employer will match the employee's deferral up to a maximum of 5% of the employee's annual compensation subject to any limits set by law and in accord with the terms of the governing Retirement Plan documents.

Section 3. Withdrawals. Withdrawals from the Plan are restricted by federal law. The Plan does not allow loans or hardship withdrawals to active participants. Payouts are available for terminees following the annual anniversary date. In-service distributions are allowed for participants who have attained age 59 ½. These amounts will be subject to federal income and withholding taxes.

Section 4. Vesting. Employee participants are 100% vested in both their own and Employer contributions towards the Plan.

Section 5. Investment Opportunities. The employee will have the option of selecting from among numerous funds contained within the Retirement Plan.

Section 6. Death or Disability Prior to Retirement. In the event of the employee's death, the employee's beneficiary will be entitled to 100% of the value of the employee's investment account. In the event of total or permanent disability, or if the employee is unable to work as defined in the plan document, the employee will be 100% vested in the employee's account balance in accord with the governing Retirement Plan documents.

Section 7. Retirement. The employee's account value at retirement may be payable on a lump sum basis. The employee will have the option of receiving alternate forms of benefits settlement in lieu of a monthly pension subject to spousal consent in accord with the governing Retirement Plan documents.

Section 8. Trust Fund. The monies contributed to the Retirement Plan are placed into a trust fund administered by the Employer for the benefit of the employees in accordance with applicable law.

Section 9. Amendment. The Retirement Plan is subject to amendment in accord with the governing Plan documents.

ARTICLE 20 - MEDICAL, DENTAL, AD&D AND LIFE INSURANCE

Section 1. All full-time employees regularly scheduled to work thirty (30) hours or more per week are eligible to receive medical insurance, dental insurance, and prescription benefits in accordance with the terms of the Employer's Health Insurance Plan. Coverage will commence upon completion of the waiting period which is not to exceed 90 days from the date of hire. Additionally, all full-time employees regularly scheduled to work thirty (30) hours or more per week are provided with accidental death and dismemberment insurance and life insurance benefits in accordance with the terms of the employer's group life insurance plan after completing the 90 day eligibility period.

a. The Employer shall offer two options for medical insurance for eligible full time employees: (a) its current Plan A, and (b) its current Plan B (Appendix B provides a description of benefits). The open enrollment period shall be as set forth in Section 7a, below.

Section 2. Medical Insurance.

a. Eligible employees may choose one of three types of medical coverage: single (employee only), employee plus one dependent ("1+1"), or family coverage. The employee's portion of the premium may vary depending on the medical insurance coverage options selected by the employee and in accordance with Section 9 below.

b. A dependent is an employee's (1) lawful spouse as defined by applicable state law, (2) natural, step or adopted child, and (3) child for whom the employee is the legal guardian. In order to be eligible, a dependent child must be (1) unmarried, (2) rely on the employee for primary support and maintenance, and (3) below age 27, if the extended dependent coverage eligibility requirements as outlined in the plan document are met.

Section 3. Dental Insurance.

a. Dental insurance is optional. Employees must select medical insurance in order to elect dental insurance.

b. There are two types of dental insurance available: single (employee only) and family coverage. The premium is to be paid 100 percent by the employee. The employee contribution for the June 1, 2017 to May 31, 2018 year shall be \$11.26 per biweekly payroll period for single coverage and \$35.89 per biweekly payroll period for family coverage.

Section 4. Prescription Benefits. Prescription benefits are available to participants who elect medical insurance. The amount of the employee's co-pay is subject to the terms of the Plan.

Section 5. 125/Cafeteria Plan. Employees enrolled in the health insurance plan are afforded cafeteria plan benefits. The cafeteria plan benefit is designed to save the employee federal tax monies by deducting the employee's insurance premium from gross wages before federal taxes are calculated. Employees who do not wish to participate in the Cafeteria Plan must notify the Employee Benefits Administrator in writing.

Section 6. AD&D and Life Insurance. All full-time employees (30 hours or more, regularly scheduled) are eligible for accidental death and dismemberment insurance and life insurance benefits (AD&D). The Employer pays the premium for AD&D and life insurance which is provided to the employee. Life insurance coverage is equal to the employee's annual base wage, rounded up to the next thousand dollars.

Section 7. Enrollment.

a. Enrollment must be completed and returned in accordance with instructions provided no later than the last day of the month in which the employee becomes eligible to participate in the plan. If an employee does not elect coverage, he or she must complete and sign the "waiver" portion of the enrollment form and return according to instructions provided. Employees who choose not to participate in the plan at the time of initial eligibility may apply during the open enrollment period, which is the period from May 1st to May 31st. Employees who enroll during the open enrollment period shall receive benefits effective June 1st.

b. If the employee desires dependent coverage, the employee must elect such coverage at the time the employee initially becomes eligible to participate in the Plan. If an employee acquires an eligible dependent at a later date, enrollment of that dependent must be done within 31 days of acquisition. If the employee or the employee's dependents are not enrolled within 31 days of the eligibility date, the employee and the employee's dependents may join during the open enrollment period. For late enrollees, coverage begins on the first day of the month following the date the application has been approved. Other provisions with respect to late enrollment are as set forth in the plan.

c. At the time the insurance and prescription benefits are available, the employee will also receive a plan booklet, information regarding any applicable insurance and prescription benefits, and claim forms. This usually occurs 30 days after date of enrollment.

d. Upon separation from employment, or upon involuntary loss of coverage, employees may be eligible to elect to continue benefits under COBRA.

Section 8. Method of Payment.

a. Participants in any Employer plan will be assessed the appropriate premium for the coverage they elect and payment will be made through payroll deduction.

b. An employee on an approved leave of absence will be required to pay the premium on a monthly basis and will be billed accordingly. Failure to make timely payment could result in the loss of coverage.

Section 9. Premiums.

a. Employees will continue to contribute to the cost of medical insurance by payroll deduction.

(i) For Plan A: at a rate of 20% of the cost of the applicable types of coverage (single, 1+1, family), including 20% of the cost of any increase in coverage

over the life of this Agreement. Based on the above percentage, the employee contribution for Plan A for the June 1, 2017 to May 31, 2018 year shall be \$82.70 per biweekly payroll period for single coverage, \$135.33 per biweekly payroll period for 1+1 coverage, and \$196.98 per biweekly payroll period for family coverage.

(ii) For Plan B: at a rate of 9% (single), 12% (1+1) and 15% (family), including the above %s of the cost of any increase in coverage over the life of this Agreement. Based on the above percentages, the employee contribution for Plan B for the June 1, 2017 to May 31, 2018 year shall be \$24.15 per biweekly payroll period for single coverage, \$55.26 per biweekly payroll period for 1+1 coverage, and \$107.05 per biweekly payroll period for family coverage.

b. Employee contributions to the cost of medical insurance may be calculated once a year at the beginning of the medical plan year. Employees will be told what the new contribution is before the open enrollment period. The new annual contribution rate will go into effect at the start of the plan year, June 1st.

(i) In any year, if there is an increase in the total cost of medical insurance above 10%, and the Employer intends to pass any portion of this increase on to the employee resulting in an increase to the employee contribution rates which exceeds 10%, the Employer will notify the union 90 days prior to the expiration of the Plan and provide the Union with a 45 day opportunity to meet and negotiate changes to the medical plan in order to hold the cost of coverage down. In this situation, the Employer agrees to provide the Union with medical plan information, including utilization rates and costs of administration, reinsurance and expenditures for medical services. Employees' and their family members' right to privacy with respect to medical information shall be adhered to in accord with HIPPA.

If the Union and the Employer are unable to reach agreement on changes to the medical plan within this 45 day period, the above percentage increase shall, at the Employer's option, go into effect, and such increase shall not be subject to arbitration or other proceeding.

(ii) Prior to any increase in employee contribution rates of 10% or below, the Employer will provide the employees and the union with written notice of such increase no later than 30 days before the plan expiration date.

Section 10. Conformity to Law.

It is the parties' intention that this Article conform in all respects to the requirements of the Patient Protection and Affordable Care Act as amended by the Health Care and Education Affordability Reconciliation Bill of 2010 and the Public Health Service Act, and any other applicable federal and state laws (collectively "Health Care Law"). Accordingly, notwithstanding anything stated above, this Article shall be deemed amended as required to comply with all provisions of the Health Care Law. It is also recognized that the Health Care Law is now the subject of litigation throughout the country. Accordingly, the parties agree that these provisions shall be construed and conformed in accord with the applicable Health Care Law, unless and until there is a final decision by a court of competent jurisdiction that the applicable Health Care Law provision is invalid (after the exhaustion of appeals).

ARTICLE 21 - VACATION BENEFITS

Paid vacation 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.) Vacation 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.

a. New Employees may be eligible to use vacation leave equal to four-fifths (4/5) of their regularly scheduled work week (excluding overtime) between the date of completion of their Introductory Period and their one (1) year anniversary date. For example, an employee regularly scheduled to work a 40 hour week shall receive 32 hours of vacation leave. This leave must be taken by the end of the first twelve (12) months of employment and cannot be carried over beyond that date.

b. For the calendar year in which the employee's first anniversary date occurs, the employee will receive vacation benefits proportionate to the time remaining in the calendar year. For example, if the employee completes the initial twelve (12) months of employment on March 15, the employee will be entitled to receive 10/12ths of their regular vacation allotment, computed on the basis of their scheduled work hours in accordance with Section 3 below, during the balance of the calendar year. This will allow a transition from an individual anniversary year to an agency-wide calendar year for computation of vacation benefits. This leave should be taken within the transitional year, but may be carried over to the next calendar year (see Section 5(c) below). When the transition is complete, the employee will be eligible to receive full vacation benefits as of January 1st in future years.

Section 3. Regular Employees. The following benefits shall be available to regular employees who are actively at work and not subject to the New Employee requirements in Section 2, at the beginning of each calendar year:

a. Full-time employees, whose regular work week schedule is 30 or more hours, shall receive vacation time equal to three (3) times the employee's regularly scheduled work week hours.

b. Part-time employees, whose regular work week schedule is from 20 to 29 hours, shall receive vacation time equaling two (2) times the employee's regularly scheduled work week hours.

c. Part-time employees, whose regular work week schedule is from 10 to 19 hours, shall receive vacation time equaling one (1) times the employee's regularly scheduled work week hours.

d. Employees hired before January 1, 2013 will maintain the level of vacation benefits allotted to them as of January 1, 2018.

Section 4. Rehires, Transfers and 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 vacation benefits. Any decrease in vacation 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 Vacation Benefits.

a. Employees should submit written vacation requests to their supervisor at least two (2) weeks 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 of the Executive Director or designee.

b. Vacation may be taken in increments of one-half (1/2) hour.

c. Unused vacation time will not be paid during the course of employment. Employees may carry over unused vacation time up to a maximum of one (1) times the employee's regular work week hours to the next calendar year. The carryover is not cumulative.

d. Vacation time should be taken before December 15.

e. An employee who has completed one (1) full anniversary year of employment will be paid for unused vacation time upon separation from employment, unless the employee is discharged, if the employee provides two weeks' advance notice of his or her separation. An employee's termination date shall be the employee's last day of actual work. The vacation payment shall be made in the first payroll period following the last salary check.

f. Employees who have been on staff less than one (1) anniversary year will not be paid for unused vacation time upon resignation or separation, regardless of the reason for separation.

ARTICLE 22 - PERSONAL TIME BENEFITS

Section 1. Paid personal time 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). Personal time 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.

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 one-fifth (20%) of the number of hours of his or her regularly scheduled work week as paid personal time benefits.

b. The following New Employees are not entitled to receive personal time benefits during their calendar year of hire: (i) part-time employees; (ii) employees hired on or after August 1; and (iii) employees hired prior to August 1 who have not completed the Introductory Period prior to December 1. These employees shall become eligible for personal time benefits as regular employees (Section 3) in the next calendar year upon completion of the Introductory Period.

Section 3. Regular Employees. Regular employees who are actively at work and not subject to the New Employee requirements in Section 2, shall receive the following paid personal time benefits on January 1st of each calendar year:

a. Full-time employees, whose regular work schedule is 30 or more hours per week, shall receive the equivalent of three-fifths (60%) of the number of hours of his or her regularly scheduled work week.

b. Part-time employees, whose regular work week schedule is from 20 to 29 hours, shall receive the equivalent of two-fifths (40%) of the number of hours of his or her regularly scheduled work week.

c. Part-time employees, whose regular work week schedule is from 10 to 19 hours, shall receive the equivalent of one-fifth (20%) of the number of hours of his or her regularly scheduled work week.

d. Employees hired before January 1, 2013 will maintain the level of personal time benefits allotted to them as of January 1, 2018.

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.

Section 7. Upon reasonable request by the Employer, employees may be required to present proof of death within two weeks of the Employer’s request in order to be eligible for bereavement leave.

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 time off (vacation or personal time benefits) or may request an unpaid jury duty leave of absence.

Section 3. Insurance benefits will remain in effect and unchanged for the full term of the paid jury duty absence.

Section 4. An employee must present the jury duty summons to the employee’s supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee’s absence. The employee must also forward a copy of the jury duty summons to the Employee Benefits Administrator. Proof of attendance from the court must also be submitted immediately upon return in order to receive payment for jury duty service. If proof of attendance is not submitted, time away from work will be charged to available vacation or personal time, or if none is available, then it will be considered unpaid time off.

Section 5. Employees are expected to report for work whenever the court schedule permits.

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

ARTICLE 26 - MEDICAL LEAVE/FAMILY LEAVE

See Appendix C attached hereto.

ARTICLE 27 - ACCESS TO PERSONNEL FILE

Section 1. An employee shall be granted access to his/her official personnel file within five (5) working days of the Employer's receipt of a written request from the employee. A written request for access will be submitted to the Administrator of Employee Benefits. An employee shall be provided with a copy of any Employer Performance Appraisal that may be conducted and shall acknowledge receipt of same. Upon request, an employee will be given copies of documents in his/her official personnel file.

ARTICLE 28 - BULLETIN BOARDS

Section 1. The Employer will provide the Union with a bulletin board at every Employer location in which bargaining unit employees are regularly employed. The bulletin board shall be in the same area as Employer notices to employees. The bulletin board use shall be limited to official Union business, and shall not include any materials that call for a violation of this Agreement.

ARTICLE 29 - UNION VISITATION

Section 1. A duly authorized representative of the Union will be allowed (except as set forth below) to visit sites where bargaining unit employees are employed for the primary purpose of enforcement and administration of this Agreement, subject to the following conditions: (1) upon permission of the Department Director of Adult Services or designee after 24 hour prior notice, such permission not to be unreasonably denied, (2) no access to areas in which consumers are located, (3) no interactions with consumers, and (4) no interference in, or disruption of, the work of any employees or of Employer operations.

Section 2. It is recognized that group homes are the residences of consumers and at times have only a single bargaining unit person on duty, with significant care responsibilities. Accordingly, Union requests for access at group homes are, in addition to the requirements of Section 1, above, subject to an individualized determination by the Employer, taking into account care considerations, privacy rights of consumers, the layout of the home, staffing, and management availability on site. The Employer will not unreasonably deny requests by the Union for access to group homes for the purposes set forth above.

Section 3. The Employer will provide the Union the opportunity to include a one-page agreed-upon informational writing describing the Union's program in the employee's new hire package.

Section 4. On a monthly basis, the Union will be provided the opportunity to hold a fifteen (15) minute information session for newly hired employees following a mandatory training session, at which time the Union may discuss membership and its program. Employees' attendance at this session is voluntary, and will not be compensated. The information session will be held on the Employer's premises after regular business hours. Notice of this information session will be provided to new hires on their new hire training schedule. The dates for these information sessions will be disseminated to the Union and employees on a quarterly basis through the Employer's training calendar.

ARTICLE 30 - SHOP STEWARDS

Section 1. The Union shall designate in writing one (1) shop steward for every three programs (the programs shall be specifically designated for each steward). There are currently nine (9) Day Programs and twenty-two (22) Residential Programs; accordingly, there will be three (3) Day Program shop stewards and eight (8) Residential Program shop stewards. There will also be two (2) Day Program alternate shop stewards and three (3) Residential Program alternate shop stewards, who shall only be permitted to act in the absence of the other regular shop stewards assigned to the Program.

Section 2. Shop stewards may represent bargaining unit employees in all matters pertaining to terms and conditions, and their actions and agreements shall be binding on the Union. The Employer shall provide the Union with six (6) hours of paid release time per month for designated Shop Stewards to represent unit employees in all matters pertaining to terms and conditions, provided that such release time is requested and approved in advance by the employee's supervisor and/or the Director of Human Resources. Approval shall be granted promptly except where permission for time off cannot be immediately granted based upon operational needs. In such circumstances, the supervisor/Director of HR shall arrange for release time at the earliest possible time thereafter during work hours.

Section 3. Shop stewards shall not authorize or encourage any action in violation of this Agreement.

Section 4. Shop stewards shall not conduct any other Union business on Employer time.

ARTICLE 31 - HEALTH AND SAFETY

Section 1. The Employer shall comply with all applicable safety and health laws in order to provide a healthy and safe work environment. The Employer will establish and/or apply appropriate health and safety procedures at the work place to meet such legal obligations.

Section 2. The parties agree to cooperate in maintaining work place health and safety for workers, consistent with legally established health and safety standards and to promote work place safety, safe working habits and good housekeeping throughout the work

environment. Employees will be provided with a copy of, and will comply with, applicable health and safety rules and procedures.

Section 3. Employees shall cooperate fully in providing all relevant information concerning health and safety problems. Employees shall immediately report any work place health or safety problem to the program supervisor and/or Director of Human Resources. The program supervisor and/or Director of Human Resources shall record all complaints and forward them to the appropriate authority within 24 hours. The Employer will promptly investigate any report of a health or safety problem, determine the validity of same, and take prompt remedial action where appropriate. Employees will not be required to work in conditions where work in such conditions would not be permitted under governing health and safety laws.

Section 4. Employees shall immediately report any on-the-job injury to the program supervisor, who will notify the Employee Benefits Administrator. Employees shall cooperate fully in providing all relevant information concerning injuries. The Employer shall take appropriate action to ensure that employees who suffer injury on-the-job are provided with appropriate medical attention. The level of attention will depend on the nature of the injury. If the employee is not fit to drive, the Employer shall provide transportation to the Employer-designated medical provider. In the event of a severe injury requiring emergency hospital care, use of an ambulance will be authorized by the Employee Benefits Administrator.

Section 5. If an employee who is injured on the job requires follow-up medical treatment or visits at the medical provider, the first three follow-up workers compensation appointments may be on working time during shift hours for full-time employees, contingent upon the employee providing the Employer with adequate notice of such appointment, and reporting to work for the balance of the normally scheduled shift.

Section 6. The Employer and the Union shall establish a Joint Health and Safety Committee to work together in maintaining a healthy and safe work place. The Committee will be comprised of two (2) members selected by the Employer and two (2) employee members selected by the Union. The Committee shall be chaired by the Employer, shall meet no less than once every other month and shall make its recommendations to the Executive Director.

Section 7. All new employees shall receive mandatory Non-Violent Crisis Intervention training within the first 120 days of employment.

Section 8. Consumer and employee safety is of primary concern to both parties. Therefore, during inclement weather, drivers shall immediately report any unsafe driving conditions to management. Such reports shall be recorded by the Employer who shall advise the driver on how to proceed, and such advice shall be recorded by the Employer.

ARTICLE 32 – CLOTHING ALLOWANCE

Section 1. There will be a \$100 annual clothing allowance paid the first payroll period in January in each year of the Agreement.

ARTICLE 33 – TRAVEL REIMBURSEMENT

Section 1. Employees who are required by the Employer to use their automobiles for business use shall be reimbursed for mileage at the IRS rate. The Employer shall not reimburse any employees for commuting mileage costs.

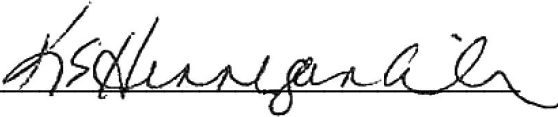
ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable by federal or state law, the remainder of the provisions of this Agreement shall not be affected thereby but shall continue in full force and effect.

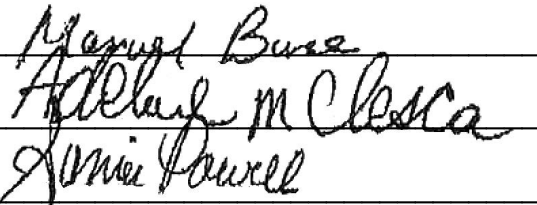
ARTICLE 35 - DURATION

Section 1. This Agreement shall be deemed to take effect as of 12:01 a.m. March 1, 2017, and continue until 11:59 p.m. February 28, 2020, and from year to year thereafter, unless written notice of termination shall be given by either party to the other at least sixty (60) days prior to the expiration date, or of any annual renewal date thereof.

THE ARC OF ESSEX COUNTY, INC.



**THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO**



POLICY NAME: **Family Leave Policy** (this policy replaces Family Leave 326 and Medical Leave 325)

EFFECTIVE DATE: April 1, 2011

REVISION DATE: January 2000; November 2008; April 1, 2011

PURPOSE: The Arc of Essex County provides leaves to eligible employees who meet the criteria established through the Family and Medical Leave Act (FMLA), the National Defense Authorization Act which amends the FMLA to include Military Family Leave, and the New Jersey Family Leave Act.

SCOPE: This document describes the current policy and practice of The Arc of Essex County as mandated by the Federal Family and Medical Leave Act, the National Defense Authorization Act (Military Family Leave) and the New Jersey Family Leave Act and applies to all eligible employees. This policy is not intended to and does not confer legal rights or impose legal obligations. This policy is for information purposes only, and The Arc of Essex County may maintain a more detailed policy with respect to family and medical leave, in its discretion, through its Human Resources Department.

GENERAL SUMMARY:

Family Medical Leave Act of 1993 (FMLA): The U.S. Department of Labor’s Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA), a federal law. This act provides eligible employees with up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period.

Military Family Leave: The National Defense Authorization Act amended the FMLA to include expanded Military Leave, which includes “Service Member Exigency Leave” and “Military Caregiver Medical Leave.”

New Jersey Family Leave: The New Jersey Division on Civil Rights enforces the New Jersey Family Leave Act (NJFLA), a State law. The NJFLA requires covered employers to grant eligible employees time off from work in connection with the birth or adoption of a child or the serious illness of a parent (parent-in-law or stepparent), child or spouse (but not for the medical condition of the employee him- or herself). The NJFLA provides for up to twelve weeks of leave in a 24-month period. Under this law, eligible employees may, in any 12-month period, take up to 6 continuous weeks of paid family leave, intermittent weeks of leave up to a total of six weeks, or for 42 intermittent days.

SPECIFIC POLICY ELEMENTS:

A. Leave Under the FMLA and Military Family Leave

1. To be eligible for FMLA leave, the employee must have worked for The Arc of Essex County for at least one year and for 1,250 hours over the previous 12 months.
2. Eligible employees may take 12 weeks of unpaid leave in a 12 month period for a qualifying reason, except that employees may take 26 weeks leave in a 12 month period for care of a covered service member.
3. Under the FMLA, leave may be taken:
 - i. To care for the employee’s newborn, adopted or foster-placed child and for the adoption or foster placement of a child (up to 12 weeks leave within the year after the birth, adoption or foster placement).
 - ii. To provide necessary care for the serious health condition of the employee’s spouse, parent, or minor or disabled child (up to 12 weeks leave)
 - iii. To care for the employee’s own “serious health condition” (up to 12 weeks leave).
 - iv. Because of any qualifying exigency arising out of the fact that the spouse or a son, daughter or parent of the employee is or soon will be on active duty in the Armed Forces (up to 12 weeks leave).
 - v. To care for the employee’s spouse, son, daughter, parent or next of kin who needs medical treatment, recuperation or therapy, or suffered a serious illness or injury in the line of duty (up to 26 weeks leave).

B. Leave Under the NJFLA

1. To be eligible for NJFLA leave, the employee must have worked at least 1,000 hours for The Arc of Essex County during the previous 12 months.
2. Eligible employees may take an unpaid leave of absence for a period not to exceed 12 weeks in a 24 month period for a qualifying reason.
3. Under the NJFLA, leave may be taken:
 - a. To care for the employee’s newborn, adopted or foster-placed child and for the adoption or foster placement of a child (within the year after the birth, adoption or foster placement).

- b. To provide necessary care for the serious health condition of the employee's spouse, parent, or minor or disabled child.
 - c. To provide necessary care for the serious health condition of the employee's parent-in-law or civil union partner.
- 4. Employees who have worked at least 1,000 hours in the preceding 12-month period are entitled to receive up to 12 weeks of leave in every 24-month period.
- 5. In New Jersey, employees are entitled to paid family leave. Under this law, eligible employees may take up to six (6) weeks of paid family leave. Employees contribute a percentage of their earnings toward the Paid Family Leave Fund through payroll taxes. Eligible employees collect up to two-thirds (2/3) of their weekly salary during the leave period (currently capped at \$561), subject to a one-week waiting period. Employees who are eligible for New Jersey Paid Family Leave shall be required to use up to two weeks of vacation leave as part of the 6 weeks of total paid leave time provided under state law. After New Jersey Paid Family leave has expired, or if the employee is not eligible for New Jersey Paid Family leave, the employee shall be required to use accrued paid benefit time.

C. Reinstatement After Leave:

- 1. Employees must contact Human Resources two weeks prior to returning from leave.
- 2. At the end of covered FMLA and/or NJFJLA leave, The Arc of Essex County will reinstate employees to their same or an equivalent position, with no loss in salary, benefits, or other terms and conditions of employment.
- 3. Employees who do not return to work upon their scheduled return, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment except where continued employment is required by law.
- 4. In situations in which The Arc of Essex County allows employees to remain on leave past their entitled leave period, reinstatement at the same, an equivalent, or an available position is solely discretionary to The Arc of Essex County.
- 5. Notwithstanding an employee's leave period, consistent with law, any employee on leave may be terminated for non-leave related reasons (e.g., poor performance, reductions in force, layoffs).

D. How To Apply For Leave:

1. An employee who seeks to take leave under either the NJFLA or the FMLA must provide the Human Resources Department with 30 days notice **prior** to the commencement of the leave, **unless** emergent circumstances warrant shorter notice. Leave documents will be provided to the employee by Human Resources. All Human Resources documents and requirements must be met or leave may be denied.
2. Employees requesting leave due must provide The Arc of Essex County a written certification from a health care provider verifying the employee's serious health condition or, in the case of leave to care for a family member, that their presence is necessary for the physical or psychological care or comfort for the family member. Certifications for Military Caregiver Medical Leave and Service Member Exigency Leave must also be completed as provided by The Arc of New Jersey.
3. Before returning to work, employees on medical leave must obtain medical certification indicating that they may perform the essential functions of their position, with or without reasonable accommodation.
4. The Arc of Essex County may contact an employee's health care provider to authenticate or clarify information provided in the certification.
5. Failure to provide a written certification in a timely manner may result in the delay or denial of leave, benefits continuation, denial of reinstatement, or termination of employment for unauthorized absence.
6. The Arc of Essex County may require employees to obtain second or third medical opinions, at the employee's expense, to verify the necessity of leave and/or eligibility for sick time.

E. General Provisions Related to Leave:

1. Where applicable, FMLA and NJFLA leave will run concurrently. However, if an employee's combined use of FMLA and NJFLA leave is for more than 12 weeks, the employee is required to draw down paid benefit time while on family leave so that a maximum of two work weeks of paid benefit time remains upon return to work.
2. Generally, leave may be taken consecutively, intermittently, or on a reduced schedule basis.
3. Time out on workers' compensation, temporary disability and New Jersey Paid Family leave shall run concurrently where appropriate with leave hereunder.

4. When taking combined leaves, employees must exhaust all accrued paid benefit time except for two weeks. If an employee exhausts paid leave time or is not permitted to use paid leave, then the remainder of the leave will be unpaid. Use of benefit time will not extend the length of any leave.
5. When an employee is on leave, The Arc of Essex County will continue to maintain coverage under its benefits plans (i.e., medical and dental through individual policy conversions for up to 12 weeks of the leave period (or 26 weeks for Military Caregiver Medical Leave). However, The Arc of Essex will only continue to do so for as long as the employee continues to pay the employee's share of the premiums for such benefits. In its sole discretion, The Arc of Essex County may continue to provide benefit coverage to employees during a leave granted in excess of that required, if any, or may offer employees the ability to continue such coverage at their own expense through the provisions of COBRA for medical benefits and/or through individual policy conversions where appropriate.
6. The Arc of Essex County reserves the right to seek reimbursement of its portion of benefit premiums paid for employees who fail to return from their leave for a reason other than their own serious health condition or other situation beyond their control.
7. Employees who are married to other employees may be required to share certain portions of leave.
8. Employees may be eligible for intermittent or a reduced leave schedule when medically necessary, except that intermittent or reduced schedule leave for the birth or the placement of a child will be approved at the employer discretion. If approved, intermittent leave can be taken in minimum intervals of 30 minutes. The Arc of Essex County reserves the right to temporarily transfer an employee to an equivalent or part-time position, with no loss in pay or benefits, which better accommodates the employee's intermittent or reduced leave schedule.
9. Notwithstanding the fact that an employee may not be eligible for NJFLA or FMLA leave, The Arc of Essex may grant leave, in its sole discretion, as a reasonable accommodation to an employee who requests leave for a "qualifying disability," as that term is defined under the Americans with Disability Act and/or the New Jersey Law Against Discrimination.
10. This policy is subject to any changes made by the governing entities that regulate the FMLA, Military FMLA, and NJFLA regulations.



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