The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
ARTICLE 3. DEFINITION AND STATUS OF EMPLOYEES

3.01 Classification of Employees

A full-time employee shall be defined as an employee who is regularly scheduled to work at least thirty (30) or more hours per week.

A part-time employee is defined as an employee who is regularly scheduled to work less than thirty (30) hours per week.

Per Diem employees work on an “as needed” basis in accordance with their availability, but are not obligated to work a scheduled shift, subject to proper notice being given.

Unless stated otherwise, part time employees will be entitled to a prorated portion of all benefits and time off.

3.02 Change in Status

Any change in status must be requested in writing and approved by the Human Resources department.

Employees moving into per diem positions shall be paid out for all accrued but unused PTO at their current rate.

3.03 Probationary Period

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment.

During or at the end of the probationary period, the Employer may discharge an employee at will and such discharge shall not be subject to the grievance provisions of this Agreement.

3.04 Job Description

Within thirty (30) days of the ratification of the contract, all employees shall be provided a job description (effective July 6, 2016) for the specific position he/she has been hired or their current position.

If the Employer wishes to change a current job description or create a new job description for a new position, the Employer shall negotiate such changes with the Union.

3.05 Seniority: Definition and Commencement

Seniority shall be defined as the length of an employee’s continuous service with the Employer. The employee with the most continuous service shall have the greatest seniority and the

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employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months and days from the date of last hire.

Commencement: An employee’s seniority shall commence after the completion of the employee’s probationary period. Upon successful completion of probation, seniority shall be computed from the employee’s date of last hire.

3.06 Layoff and Recall Procedures #22

A. In the event a layoff or reduction of hours is necessary, the anticipated length and reasons for such shall be sent to the Union. A minimum layoff notice of thirty (30) calendar days shall be provided to the Union and the affected employees.

B. At the request of the Union, the Employer will meet with the Union to discuss any matters the Union has concerning the layoff and to explore alternatives to prevent layoffs. The Employer shall provide the Union with a list of vacancies and any relevant information requested by the Union.

C. LAYOFF PROCEDURES: In case of a layoff, the following procedure shall be applied with respect to full-time and part-time employees (This section does not apply to per diem employees):

1. The Employer will first seek volunteers. If there are no volunteers, then,

2. The most senior affected employee shall be offered a choice of any vacant position for which the employee is qualified to perform provided that with a reasonable amount of orientation the employee shall be considered qualified. (This continues through each affected employee in seniority order.)

3. If there are no vacant positions available, an employee will be given the choice of bumping another employee in a position for which the employee is qualified to perform provided that with a reasonable amount of orientation the employee shall be considered qualified, starting with the least senior employee.

4. If the employee chooses not to bump the least senior person in a position for which the employee is qualified to perform provided that with a reasonable amount of orientation the employee shall be considered qualified, the employee will have been deemed to have waived his/her bumping rights and will be placed in a layoff status.

5. A full-time employee can bump a less senior full-time or less senior part-time employee at the option of the affected employee. A part-time employee can only bump a less senior part-time employee.

6. Following the meeting set forth in 3.06B, if layoffs still need to occur, the Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
shall receive the list bumping options from the Employer. Within forty eight (48) hours of the Union’s receipt of the list of bumping options, each affected employee (starting with the most senior affected employee) will receive notification of their bumping options at a meeting attended by the Director of Human Resources and a Union Representative. Each affected employee (starting with the most senior affected employee) will have forty-eight (48) hours from the date of such meeting to advise the Employer whether or not they intend to bump.

All employees affected by the lay-off, including employees who have been bumped, shall have the right to exercise the options listed above.

7. The Employer shall send notice of layoff to the affected employees either by personal delivery in the Employer or by certified and regular mail to the address provided by the employee. It shall be the responsibility of the employee to provide an address at which the employee can be reached in a timely fashion of the sending of the notice by the Employer.

D. RECALL: Employees in a recall status will have first preference for any vacant position for which the employee is qualified to perform provided that with a reasonable amount of orientation the employee shall be considered qualified. Employees will be recalled in the reverse order in which they were laid off. Recall rights shall be effective for one (1) year from the effective day of layoff.

3.07 Loss of Seniority #23

Seniority rights shall be lost and an employee will be considered to have had a break in “continuous” service if any of the following conditions or circumstances occurs:

A. An employee voluntarily quits; or

B. An employee is discharged for cause; or,

C. An employee has been laid off continuously for a period of one (1) year; or,

D. An employee does not respond to recall after a layoff within ten (10) working days from the mailing of a recall notice sent by certified mail, return receipt requested, and regular mail, to the employee at the employee’s last known address on the Employer’s payroll record advising the employee that work is available, unless there is a valid reason for the failure to respond; or

E. An employee fails to report to work at the expiration of a leave of absence without giving a reason that is satisfactory to the Employer for such failure to report to work or gives a false reason for obtaining a leave of absence; or

F. If an employee is absent from work for three (3) consecutive working days without

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notifying the Employer. In the event an employee fails to give said notification, the employee may be reinstated without loss of seniority by furnishing an explanation for such failure that is satisfactory to the Employer; or

G. An employee does not work or is otherwise absent from employment for any reason for a period of 24 consecutive months.

3.07 Seniority List #24

The Employer shall maintain a seniority list showing the names of employees, their date of hire, classification, and department; and shall keep such list current. The Employer shall provide a copy of such list to the Union every six (6) months.

3.08 Job Posting #25

The Employer shall post notices of all vacant and new positions.

Posting and Procedure: In the event the Employer intends to fill a bargaining unit position or create a new job which would be applicable to the bargaining unit, the Employer shall post notices of available positions for fourteen (14) calendar days on the bulletin board. A list of unfilled, vacant positions will be available to all employees.

An employee desiring to apply for a position shall submit a request in writing to the Human Resources department. The Employer will provide written confirmation of such application. The Employer will conduct the interview process in a timely manner.

The Employer shall give first consideration and preference to all bargaining unit employees applying for the position before considering other persons. The Employer shall award the position to the applicant on the basis of qualifications, experience and seniority. In the event there is no difference in the qualifications and experience of one or more such applicants to perform that work, then the Employer shall award the position to the bargaining unit employee with the greatest seniority. Experience will be a factor in so far as such experience is directly related to the job and is significantly greater for one candidate over another.

The Employer shall send a copy of all job postings, including date of the posting, job requirements, job descriptions, and list of all employees who applied for the job to the Union on a monthly basis.

The Employer will be required to create and post positions on units when the need is established through the regular use of overtime, agency or per diem hours beyond their regular schedule. Regular use shall be defined as the actual hours worked or equivalent cost of time equal to a Full-time or part- time position over three months.

3.09 Resignation and Terminal Benefits #26

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
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An employee who resigns is required to provide two (2) weeks advance notice to the Employer. By mutual agreement between the employee and the Employer, an employee may elect to use accrued PTO during this period.

Such advance notice shall not be required if termination results from layoff, request of the Employer, death or failure to return from a leave of absence when the employee has a justifiable reason for not providing such notice.

Employees shall be entitled to terminal benefits of all accumulated, PTO.
ARTICLE 4. PROFESSIONAL PRACTICE AND ENVIRONMENT

4.03 Continuing Education and Tuition Reimbursement #27

Full-time employees who have completed their probationary period may request reimbursement of up to $1000 each year (12 rolling months) for pre-approved continuing education directly related to the maintaining of professional credential or licensure or for business-related development opportunities. The Employer shall provide reimbursement for such pre-approved continuing education within one (1) month of the completion of the program.

Employees who are required to have certification or licensure to perform their jobs shall receive, on an annual basis, up to five (5) paid days to attend continuing education programs needed to maintain their certification or licensure.

Full-time employees who have completed their probationary period may request reimbursement of up to $6000 each year (12 rolling months) for the tuition costs of college courses which are related to their position.

4.04 Staffing #28

A. Introduction

In order to provide quality patient care, ensure the health and safety of employees, and retain and recruit qualified employees, the Employer agrees to provide adequate staffing in all units.

The Employer shall abide by all staffing guidelines promulgated by the New Jersey Department of Human Services NJ Administrative Code 10:161A and/or 10:161B, and any other accrediting or licensure agencies. Furthermore, in the event that staffing levels and ratios are mandated by state and/or federal laws, the Hospital agrees to abide by such levels and ratios.

B. Staffing Levels

The Employer shall staff based on the following staffing grids:

<table>
<thead>
<tr>
<th>Weekdays</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Title</strong></td>
</tr>
<tr>
<td>Nurses</td>
</tr>
<tr>
<td>Behavioral Health Techs</td>
</tr>
<tr>
<td>Counselors</td>
</tr>
</tbody>
</table>

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
Weekends

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Detox Day</th>
<th>Detox Evenings</th>
<th>Detox Nights</th>
<th>Residential Days</th>
<th>Residential Evenings</th>
<th>Residential Nights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nurses</td>
<td>3 Nurses</td>
<td>3 Nurses</td>
<td>3 Nurses</td>
<td>3 Nurses</td>
<td>3 Nurses</td>
<td>2 Nurses</td>
</tr>
<tr>
<td>Behavioral Health Techs</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>8</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Counselors</td>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

There shall be two (2) Clinical Secretaries working daily. The second Clinical Secretary shall cover the weekends.

There shall be five (5) Discharge Planners working daily Monday through Friday.

There shall be five (5) Family Planners working daily.

There shall be two (2) additional maintenance staff working the night shift on weekdays and weekends.

There shall be six (6) housekeepers working days during the week. There shall be four (4) housekeepers working on the weekends.

There shall be four (4) cooks, one (1) prep cook, and two (2) dishwashers on the weekends. One (1) prep cook shall be added to the current roster for the week days.

A co-occurring counselor shall be present at the facility Monday through Friday for eight (8) hours a day.

There shall be two (2) admission nurses working on weekend days and one (1) admission nurse working weekday evenings.

There shall be four (4) Full-Time UR positions working Monday through Friday eight (8) hours a day.

In the event the Employer intends to increase the bed capacity of the residential or detox units, the Employer shall bargain with the Union over the impact of the increase in capacity.

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C. Joint Staffing Committee

A joint Staffing Committee composed of four (4) representatives chosen by the Union and four (4) representatives chosen by the Employer shall be formed. The committee shall meet to review staffing levels and “short staffing forms,” and assess the overall effectiveness of staffing levels in the facility. The committee may recommend changes in the staffing levels that may increase staffing levels but not decrease the levels of staffing as currently in practice or outlined above.

The committee will meet monthly and as deemed necessary.

Time spent at these meetings will be compensated and considered as time worked for the purpose of calculating overtime.

The Union and the Employer will hold the first meeting of this Committee within sixty (60) days of ratification of the agreement by the Union.

Training and Orientation of Employees - Proposal forthcoming

In-Services and Training – Proposal forthcoming

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ARTICLE 5. HOURS OF WORK, OVERTIME, AND SCHEDULES

5.01 Workweek and Workday #29

The normal workweek shall consist of forty (40) hours.

The normal workday shall consist of eight (8) hour or ten (10) hour shifts per day, including a thirty (30) minutes unpaid lunch period.

An employee’s daily hours may not be changed except by mutual agreement.

5.02 Shift Hours #30

Shift hours for Counselors shall be either 8:00 am to 4:30 pm or 8:30 am to 5:00 pm.

No employee shall be required to work a “double” (i.e. two consecutive shifts). Employees who currently work doubles may, at their option, agree to work a double on a one-time or regular basis.

There shall be no “split” shifts.

Current shift hours will not be changed unless by mutual agreement.

5.03 Weekend Work Requirement #31

Weekend work requirements of an existing position shall not be increased unless the affected employee agrees to the change.

5.04 Work Schedules #32

The Employer shall post a four (4) week work schedule, no earlier and no less than two (2) weeks prior to the commencement of the schedule. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement. The posted work schedules will include the names of the employees at the time the schedule is posted.

5.05 Overtime #33

Voluntary overtime may be used to fill temporary “holes” in shift assignments due to the use of PTO, call-outs, leaves of absence, or temporary increases in the census.

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When overtime is deemed necessary by the Employer, the Employer shall ask for volunteers. When two or more employees volunteer for the overtime assignment, the Employer shall distribute the overtime in the following sequence:

- Full-time employees starting with the most senior full-time employee on a rotating basis, then
- Part-time employees starting with the most senior part-time employee on a rotating basis, then
- Per diem employees starting with the most senior per diem employee on a rotating basis

A log book will be kept by the Employer and will be accessible to the employees at all times, in order to ensure this process is followed.

5.06 Breaks and Meal Periods #34

Employees shall receive an unpaid, thirty (30) minutes meal period each shift.

Employees shall receive two (2) paid, fifteen (15) minutes paid breaks each shift.

Employees shall be allowed to leave the property during meal periods and paid breaks.

5.07 – Per Diem Pool - Proposal forthcoming

5.08 – On-call – Proposal forthcoming

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
ARTICLE 6. SALARY AND DIFFERENTIAL PAYMENTS

6.01 Regular Compensation Rate \#35

Regular compensation rate shall be defined as the employee’s base hourly rate of pay plus any entitled differential, including shift differential. Regular compensation rate will apply to all work time up to forty (40) hours in one (1) week.

6.02 Premium Compensation Rate: Overtime Work \#36

Premium compensation rate shall be defined as the regular compensation rate at time and a half (1 ½). All hours worked in excess of forty (40) hours in a week shall be paid at premium compensation rate.

The premium compensation rate shall be paid if an employee, who has a ten (10) hour shift schedule, works five (5) or more consecutive ten (10) hour shifts during any period. The premium compensation rate shall be applied to the fifth and subsequent consecutive ten (10) hour shifts in such case.

PTO shall be considered time worked for the purpose of calculating overtime payments in a given work week.

6.03 Pay Period/Pay Checks \#37

Frequency of pay will continue as heretofore. On-line pay receipts will clearly identify specific hours worked and compensated, entitled rates, each deduction and each differential.

When an error in pay has been brought to the attention of the Human Resources department, the Employer will issue a check with the correction as soon as possible but no later than the Monday or Thursday following the report of the problem, which ever day comes first.

In the event the delay in payment results in a bank charge or penalty, the Employer will be responsible for any such fee.

The Employer shall continue the Direct Deposit Program.

6.04 Experience Recognition \#38

Current employees as of the date of the ratification of the contract shall be credited with 1 year of experience credit for each of seniority with the Employer.

Current and new employees shall be credited with one (1) of experience credit for each two (2) years of comparable work experience in their previous employment.

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Employees shall move to the next step of the wage schedule on the appropriate anniversary date of hire.

6.05 Wages #39

Effective the date of the ratification of the contract, employees shall receive a wage rate based on their job title and experience credit, as set forth in the “Wage Schedules for Job Title.”

Employees whose job title is not on a wage schedule shall receive a 4% wage increase.

Effective one (1) year after the date of ratification of the contract, all employees shall receive a 4% across the board wage increase.

Effective two (2) years after the date of ratification of the contract, all employees shall receive a 4% across the board wage increase.

6.06 Shift Differential #40

A shift differential of two dollars ($2) per hour will be paid for all hours worked between 3:00 pm and 11:00 pm.

A shift differential of two dollars and fifty cents ($2.50) per hour will be paid for all hours worked between 11:00 pm and 7:00 am.

6.07 Weekend Differential #41

A weekend differential of two dollars ($2) per hour will be paid for all hours worked between Friday 7:00 pm and Monday 7:00 am.

6.08 Charge or Lead Pay #42

Employees in any department or unit who rotate to Charge or Lead position will receive an additional one dollar ($1) per hour for each hour in charge.

6.09 Preceptor Differential - Proposal forthcoming

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
ARTICLE 7. PAID TIME OFF (PTO), HOLIDAYS, AND OTHER PAID LEAVES

7.01 PTO Eligibility #43

Full-time and part-time employees are eligible for PTO.

PTO shall be considered time worked for the purpose of calculating overtime payments in a given work week.

Employees on an authorized, unpaid leave of absence shall accrue PTO for the first ninety (90) days of the leave.

Employees who are taking PTO days or hours shall accrue PTO during this time.

PTO can be used for vacation, family needs, sick time, or personal business.

7.02 PTO Accrual #44

PTO accrual is calculated from the date of hire provided, however, that an employee cannot use their PTO until after three (3) months from the date of hire.

Full-time and part-time employees shall receive a pro-rated amount of PTO based on the accrual schedule below.

Per diem employees are not eligible for paid time off.

PTO Accrual Schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Annual Accrued Days</th>
<th>Annual Accrued Hours</th>
<th>Factor Per Hour</th>
<th>Maximum Accrual Per Pay Period</th>
<th>Maximum Accrual Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1 year</td>
<td>22</td>
<td>176</td>
<td>0.0846</td>
<td>7.333</td>
<td>176</td>
</tr>
<tr>
<td>1 to 2 years</td>
<td>23</td>
<td>184</td>
<td>0.0885</td>
<td>7.667</td>
<td>272</td>
</tr>
<tr>
<td>2 to 4 years</td>
<td>26</td>
<td>208</td>
<td>0.1000</td>
<td>8.667</td>
<td>344</td>
</tr>
<tr>
<td>4+years</td>
<td>31</td>
<td>248</td>
<td>0.1192</td>
<td>10.333</td>
<td>420</td>
</tr>
</tbody>
</table>

7.03 PTO Requests and Approvals Requests #45

The Employer shall make every reasonable effort to grant requests for PTO.

If an employee submits a request and no other employee submits a request within five (5) calendar days of the first submission, then the employee who first submitted shall be entitled to the selected period, seniority notwithstanding.

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If an employee submits and another employee or employees submit a request for the same period of PTO and all submissions are made within the same five (5) calendar days of the first submission, then the employee with the greatest seniority shall be granted the period in question, if staffing does not permit the granting of all requests.

In any event, each employee who has submitted a request for PTO shall, within five (5) calendar days of said submission, be advised if the request has been granted.

An employee may request to use up to two (2) PTO days each year for emergency, personal reasons. An employee shall provide at least two (2) hours notice before the beginning of their shift.

PTO can be granted in full week blocks, days, or as smaller increments.

PTO may be paid to an employee on the last normal pay day before the start of his/her vacation if requested in advance. This request should be submitted in writing to the Human Resources department at least five (5) days prior to the end of the preceding pay period; otherwise, payment will be included in the first pay check after the employee’s return to work.

7.04 Holidays #46

The Employer recognizes the following holidays:

- New Years Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

7.05 Holiday Pay #47

In the event that an employee works on any of the holidays specified herein, the employee shall be paid for all hours worked on that holiday at the rate of two (2) times the employee’s rate of pay and shall receive an additional day off with regular pay within sixty (60) calendar days of the holiday.

If a holiday falls on an employee’s scheduled day off, the employee shall receive a comp or PTO day for the holiday. If the employee is not required to work on the holiday (non-essential), the employee shall receive pay for the holiday.

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
7.06  **Holiday Scheduling**  #48

The Employer will first ask for volunteers to work on holidays.

If there are not sufficient volunteers to work a holiday, then the Employer shall distribute time off on holidays within a department on the following basis:

- Full-time employees starting with the most senior full-time employee on a rotating basis, then
- Part-time employees starting with the most senior part-time employee on a rotating basis, then
- Per diem employees starting with the most senior per diem employee on a rotating basis.

7.07  **Bereavement Leave**  #49

Full-time employees are entitled to up to three (3) days paid leave at their regular compensation rate due to a death in the immediate family. Part-time employees are entitled up to two (2) days paid leave at their regular compensation rate due to a death in the immediate family. The immediate family shall be defined as the employee’s spouse, domestic partner, children, father/mother, brother/sister, father/mother-in-law, grandparent, grandchild, and guardian. Such three (3) days must be taken within a reasonable time of the day of death or day of the funeral.

The Employer will not unreasonably deny the use of PTO or unpaid leave to extend the bereavement leave.

7.08  **Jury Duty Leave**  #50

All full-time and part-time employees who are requested, on a regular scheduled work day, to serve on a jury or who are subpoenaed to testify in any action in which the employee will not personally benefit from the results of the litigation, will receive their regular compensation rate minus jury duty pay for the length of the jury duty or the testimony. Notice to report for jury duty or the subpoena must be reported immediately to the Employer.

7.09  **Voting Time Off**  #51

If an employee cannot vote in a statewide public election before or after working hours, then he/she will be allowed up to three (3) hours of during the employee’s scheduled work hours to go to the polls. The Employer will pay the employee for time off for the purpose of voting in accordance with state law. The employee must give reasonable notice to their supervisor of the need to have the time off to vote and must give at least three (3) days notice when possible.

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ARTICLE 8. UNPAID LEAVES OF ABSENCE

8.01 Request for Leaves

Except in cases of emergency, a request for a leave of absence or extension thereof shall be submitted to the Employer fourteen (14) calendar days prior to the commencement or extension of the leave being sought. Requests for a leave shall not be unreasonably denied. The Employer shall respond in writing to all such requests within seven (7) calendar days after receipt. If a leave of absence is denied, the Employer shall notify the Union, in writing, within twenty-four (24) hours of the time the employee is notified.

8.02 Personal or Education Leave

An unpaid personal or education leave of absence not to exceed six (6) months per year will not be unreasonably denied. PTO accruals may be taken in conjunction with a personal or education leave.

8.03 Disability Leave

An unpaid leave of absence of up to six (6) months will not be unreasonably denied for an employee who has completed at least three (3) months of employment and who becomes ill, injured or medically unable to work. Upon request at least fourteen (14) days prior to the expiration of the initial leave, such leave may be extended for up to an additional six (6) months.

The employee will be responsible for providing medical documentation, satisfactory to the Employer, supporting the request for any type of medical leave, including the extension of an initial medical leave. In addition, the employee shall confirm his/her return date to work in writing and shall provide medical clearance (where appropriate) prior to returning to work.

8.04 Statutory Family/Medical Leave

Family medical leave shall be granted in accordance with applicable law to any employee who has completed the employment time requirements required by law.

8.05 Military Leave

Unpaid military leave shall be granted in accordance with applicable law. In order to receive compensation during such leave, the employee may utilize PTO accruals.

8.06 Workers Compensation Leave

An employee who is unable to work because of a work-related injury or illness related to his/her employment at the Employer will be granted an unpaid leave of absence.

Eligible employees may receive a maximum of twenty-four (24) months of such leave.

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.
Upon the expiration of this leave the employee shall be entitled to work in the same position without loss of seniority.

8.07 Accrual of Seniority and Benefits While on a Leave of Absence #58

During the first ninety (90) days of any leave granted pursuant to this Article, an employee shall continue to accrue PTO and seniority.

Insurance benefits shall be continued for up to one hundred and eighty (180) days for an authorized leave on the same basis as provided before the commencement of the leave. After one hundred and eighty (180) days, the employee will then be eligible for continued coverage under COBRA and will pay the entire cost of his/her group health insurance for the balance of the approved leave.

8.08 Return from a Leave of Absence #59

Upon the expiration of an unpaid leave of absence less than ninety (90) days, the employee shall be entitled to return to his/her former position.

Upon the expiration of an unpaid leave of absence longer than ninety (90) days, the employee shall be entitled to return to his/her former position, if available, or comparable position for which s/he is qualified until a vacancy in his/her former position becomes available. If any employee fails to return to work at the end of any approved leave or extension, all rights to reinstatement shall terminate, unless the employee had valid reason for failure to return.

8.09 Employer Policy #60

If any provision of the Employer’s policy is inconsistent with or contradicts any provision of this Article or other provisions of the Agreement, such provisions shall be null and void.

_The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations._
ARTICLE 9. Group Benefit Plans

9.01 Medical, Dental, Vision and Prescription Drug Plans

All employees who are scheduled to work thirty (30) or more hours per week shall be eligible to participate in the Employer’s current medical, dental, vision care, and prescription drug plans in accordance with the current eligibility requirements.

Employee contributions toward the cost of the plans shall continue as per the current policy, provided, however, that the per pay period employee contribution for the medical plans shall be as follows:

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Employee</th>
<th>Employee + Spouse</th>
<th>Employee + Children</th>
<th>Employee + Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cigna-Open Access (In-Network)</td>
<td>$0</td>
<td>$174</td>
<td>$138</td>
<td>$313</td>
</tr>
<tr>
<td>Cigna-Open Access POS (In/Out of Network)</td>
<td>$42</td>
<td>$218</td>
<td>$176</td>
<td>$375</td>
</tr>
</tbody>
</table>

In the event, the Employer determines to revise the current medical and/or prescription plans or to implement new plans, the Employer will give ninety (90) days notice to the Union. Upon request, the Union and Employer shall meet to discuss the proposed changes. In any event, any changes in the plans or any new plans shall provide substantially comparable coverage and benefits.

9.02 Basic Life and Accidental Death and Dismemberment Insurance

Subject to the current eligibility requirements, the Employer shall continue to provide the current Basic Life and Accidental Death and Dismemberment Insurance. The Employer shall pay the full cost of this insurance.

9.03 Supplemental Life, Other Insurance Plans, and Group Benefit Plans

Subject to the current eligibility requirements, the Employer shall continue to offer the following plans to employees: Supplemental Life Insurance, Disability Coverage, Accident Coverage, Critical Illness Benefit, and Identity Theft and Fraud Protection. Eligible employees may participate in such plans and will pay the full cost.

*The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.*
9.04  401k Plan  #64
Subject to the current eligibility requirements, employees will be eligible to participate in the Employer’s 401(k) Retirement Plan.

The Employer will match employee contributions to the 401(k) Plan 100% up to 5% of the employee’s wage compensation for each plan year.

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.