

Article 25 – SICK LEAVE, SHORT TERM DISABILITY AND LONG TERM DISABILITY BENEFITS

1. Annual Sick Leave: All full-time employees receive twelve (12) days of sick leave each January 1st for use during the calendar year in the event of personal illness or injury which requires an absence from scheduled work. Newly hired employees shall be entitled to a pro-rated number of sick days, which shall be equivalent to the number of full months remaining in that calendar year. Part-time employees who work at least fifteen (15) hours per week are entitled to this sick leave benefit on a pro-rated basis.
 - a. An employee who anticipates an absence from work due to illness must notify his/her supervisor at least one (1) hour prior to the commencement of his/her shift in order to be eligible for sick leave pay, unless a reasonable excuse is provided for the employee's inability to provide such advance notice.
 - b. Sick leave will be paid at the employee's regular rate of pay, provided the employee has informed his/her supervisor or manager of the absence and authorized the absence to be appropriately recorded in the Employer's time and attendance system.
 - c. Unused sick time may not be accumulated or carried over beyond the calendar year, may not be converted to a cash benefit and is not payable upon termination of employment for any reason.
 - d. The Employer may request the employee to provide documentation from a health care provider if he/she is absent due to illness or injury for three or more consecutive days.
 - e. Any benefits that may be available under the New York City Earned Sick Time Act to full time employees and to part time employees who worked at least fifteen (15) hours per week are waived in exchange for the benefits provided under this Article. New York City Earned Sick Time benefits are waived for part-time employees working fewer than fifteen (15) hours per week, provided they receive "comparable benefits" under this Agreement.
 - f. Employees may use sick leave for care of a dependent child within twelve (12) months of his/her birth or adoption and for the care of an ill family member as specified in the Family and Medical Leave Act (FMLA).
2. Short Term Disability Benefit: All full-time employees are entitled to a short-term disability benefit after a period of absence from work for seven (7) consecutive calendar days (five (5) consecutive work days) because of illness, injury or disability, including injuries or illnesses related to employment and/or pregnancy. For purposes of this Article, the phrase "absence from work for seven (7) consecutive calendar days" includes regularly scheduled work days and regularly scheduled days off that occur during that period. Upon completion of one (1) year of employment, part-time employees who work at least fifteen (15) hours per week shall be entitled to pro-rated short-term disability benefits. Short-term disability benefits are based upon an employee's prior years of service with the Employer and shall continue for the actual length of the short-term disability(ies) occurring during any period of fifty-two (52) consecutive weeks, up to the maximum benefit, in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
0-1	1	24
2-Jan	2	23
5-Feb	4	21
10-May	6	19
15-Oct	10	15
15-20	14	11
20-25	18	7
25+	25	0

*Employees who have not completed twenty (20) or more years of service prior to December 1, 2008, will be eligible only for those benefits provided in accordance with the above schedule. Only those employees who have completed twenty (20) or more years of service prior to December 1, 2008, will be eligible for benefits in accordance with the following schedule:

Years of Service	Weeks at 100% Salary	Weeks at 60% Salary
20	20	5
21	21	4
22	22	3
23	23	2
24	24	1
25	25	0

- a. In the event that an employee has completed twenty (20) or more years of service prior to December 1, 2008 and has a disability that exceeds twenty-six (26) weeks, then only those employees will have a maximum benefit period of 100% of salary for the same number of weeks as his/her completed years of service beyond twenty-six (26) prior to the onset of the disability but will not receive any further reduced benefit at 60% of pay, unless he/she is eligible for an LTD benefit. If an employee is determined to be eligible for the LTD benefit (described in Section 3 below) upon conclusion of the 180-day elimination period, then the Employer will coordinate and subrogate the LTD benefit with any STD benefit that may be payable under this Article for a period of more than twenty-five (25) weeks.
- b. The short-term disability benefit payable by the Employer shall be the difference between the statutory or insurance benefit payable to the employee and the regular weekly salary benefit specified in the above schedule. Accordingly, the Employer shall coordinate the short-term disability benefit herein with any benefit payable to the eligible employee in accordance with law, workers' compensation insurance, or short-term disability insurance. Additionally, the Employer has the right to subrogate its payments under this Article and/or to receive reimbursement from any insurance or statutory benefits payable to the employee in order to avoid a duplication of benefit. In the event that applicable law requires a payment to an employee in excess of the benefit specified in this Article, then the employee shall be paid the greater amount required by law.
- c. The maximum amount of short-term disability benefit payable to and/or remaining available for use by any eligible employee shall be determined by looking back fifty-two (52) consecutive weeks from the date of the request for benefits.
- d. An employee may use sick leave benefits or, if exhausted, accrued vacation time, to the extent available, during the initial seven (7) calendar day (five (5) consecutive work day) period of any disability. In the

event an employee becomes eligible for retroactive workers' compensation lost wage benefits for that period, then his/her sick leave shall be restored by the appropriate number of days. Short-term disability benefits will be resumed according to the above schedule and subject to the above conditions without an additional seven (7) calendar day (five (5) consecutive work day) waiting period if an employee has a recurrence of the same disability within ninety (90) calendar days of his/her last day of disability.

- e. The Employer will use a third-party consultant to administer its short-term disability benefit program in order to ensure consistent application and compliance with privacy and nondiscrimination laws. The third-party consultant shall determine claims in accordance with the terms of the plan and shall not decide any claim in an arbitrary or capricious manner. Accordingly, short-term disability benefit claim determinations may be submitted to arbitration, in accordance with Article 5 (Arbitration) of this Agreement, in order to determine whether such decisions were made in compliance with those requirements. Employees must complete all necessary forms and must submit medical information as required by the third-party consultant in order to remain eligible for the short-term disability benefit.
 - f. Nothing within this Article entitles an employee to receive more than one (1) day of pay for any one (1) day of absence due to a disability.
 - g. In order to remain eligible for benefits, employees must inform their supervisor or manager of the absence and authorize the absence to be appropriately recorded in the Employer's time and attendance system.
3. Long-Term Disability: The Employer has established a long-term disability insurance policy, which is administered by a third-party administrator and is available to those regular employees who work thirty (30) or more hours per week. A disabled, injured or ill employee, who has been disabled for more than six (6) months and who meets plan eligibility requirements, will receive a payment equivalent to sixty (60) percent of his/her regular salary, in accordance with the terms of the long term disability plan. The maximum payment is \$45,000 annually, based on the plan's salary cap of \$75,000. The maximum payment is subject to reduction by any payments received by the eligible employee from Social Security, the Employer or workers' compensation. At normal retirement age according to the Social Security Administration, long term disability benefits will cease unless otherwise required by law.
4. Reinstatement Rights: The Employer shall not be obligated to return any employee to a job if the employee has been on a disability leave for more than three (3) years for any medical reason(s) related to an approved workers' compensation injury or illness. The Employer shall not be obligated to return any employee to a job if the employee has been on a disability leave for more than two (2) years when the leave is for any other approved medical reason(s). Subject to the foregoing provisions, an employee shall be entitled to return to a comparable position, provided the employee remains qualified to perform the essential functions of the job, with or without reasonable accommodations.
5. No deductions shall be made for sick leave or short-term disability payments from dismissal indemnity or from overtime credited or to be credited to the employee.
6. For as long as the federal Family and Medical Leave Act (FMLA) is in effect:
- a. All sick leave or short term disability benefits paid under this Article shall be considered FMLA leave to the extent that it involves a serious health condition and provided that the employee meets the Employer's medical certification requirements.
 - b. The Employer or its third-party administrator may seek medical certification for FMLA absences under this Article. (In certain circumstances, a single certification from a health care provider will cover

intermittent absences due to a single serious health condition). Any medical certification required under this Section will not exceed FMLA regulations.

- c. It is understood and agreed that any right to benefits or leave provided under this Article shall be used and will be credited concurrently with and not in addition to any right provided under the FMLA and other federal law or state law on family, parental or compassionate leave (except bereavement leave).
7. The Employer and the Guild agree that all practical steps should be taken to guard against the filing of improper claims under the sick leave and short-term disability benefits detailed in this Article. In the event the Employer requires documentation to guard against fraud, the Employer shall inform the Guild of that requirement. Any employee who produces a fraudulent health care providers' note or makes a fraudulent claim of illness shall be subject to discharge. Such situations shall be considered gross misconduct and dismissal indemnity need not be paid.
8. Notwithstanding her prior years of service, an employee who experiences a short-term disability because of pregnancy will be entitled to a minimum benefit of eight (8) weeks of short-term disability benefits at 100% of salary subsequent to the birth of the child or children. If the employee remains disabled at the conclusion of the eight (8) week period following delivery, then benefits shall be paid according to the employee's actual years of service and the schedule provided in Section 2 above.