

HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE

RESOLUTION NO. 2500

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE, upon the recommendation and approval of the Executive Director, that the following claims on the current bills, list attached, amounting to \$ **25,987.33**, is hereby approved.

PROJECT (FLASH) - BILLS FOR APRIL 2026 TOTALS: \$ 15,140.49

SECTION 8 (HCV) - BILLS FOR APRIL 2026 TOTALS: \$ 10,846.84

Introduced by:  _____

Offered by: Galvez Steinberg

**Housing Authority Borough of Fort Lee
Vendor Accounting Cash Payment/Receipt Register
FLASH Corp.**

Filter Criteria Includes: 1) Program: FLASH Corp. 2) Project: All Projects 3) Payment Date: 4/1/2026 to 4/28/2026 4) Financial Period: All 5) Payments Over: All
6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4

Posted Payments

<i>Doc Num</i>	<i>Payment Date</i>	<i>Voided</i>	<i>Type</i>	<i>Document Recipient</i>	<i>Document Description</i>	<i>Cleared</i>	<i>Amount</i>
8345	04/08/2026	No	CHK	Anchor Pest Control	Acct# 100954/ (1403 Teresa Dr) Apri	No	\$71.84
8346	04/08/2026	No	CHK	Maywood's Marketplace	Senior Spring Activity	No	\$884.99
8347	04/08/2026	No	CHK	PSE & G	Acct# 6759444906 (1403 Teresa Dr)	No	\$3,527.31
8348	04/08/2026	No	CHK	PSE & G	Acct# 6520316105 (1403 Teresa Dr	No	\$190.01
8349	04/08/2026	No	CHK	PSE & G	Acct# 6568536303 (1403 Teresa Dr	No	\$594.34
8350	04/08/2026	No	CHK	PSE & G	Acct# 7260667400 (2423 1st ST (Fr	No	\$274.69
8351	04/08/2026	No	CHK	PSE & G	Acct# 7260667508 (2423 1st ST (Re	No	\$306.16
8352	04/08/2026	No	CHK	Veolia Water New Jersey	Acct# 1000242731222 (1403 Teresa	No	\$2,445.89
8353	04/14/2026	No	CHK	Home Depot Credit Services	Acct# 6035322006257335	No	\$774.65
8354	04/14/2026	No	CHK	LifeStation	Acct# 609893 Holtje House/ ECS 90	No	\$798.54
8355	04/14/2026	No	CHK	Sylvia Ruiz	REIMBURSEMENT/SNRACTIVITY	No	\$183.34
8356	04/27/2026	No	CHK	KRAFT POWER CORPORATION	Cust# FORTL002 (Contract# 10137	No	\$460.00
8357	04/27/2026	No	CHK	SLADE INDUSTRIES, INC.	Acct# C000477 / Contract MC-0001	No	\$398.00
8358	04/27/2026	No	CHK	United Federated Systems, Inc.	HJHH-Acct#149067/ Inv-269937 (An	No	\$685.00
8359	04/27/2026	No	CHK	Veolia Water New Jersey	Acct# 10008900370055 (1ST STRE	No	\$215.73
8360	04/28/2026	No	CHK	D & L Paving Contractors, Inc	Step Repairs @ 2423 1st St	No	\$2,800.00
8361	04/28/2026	No	CHK	Parent Door Hardware	1405/3H Entry door repair	No	\$530.00
						Cleared: 0	\$0.00
						Uncleared: 17	\$15,140.49
						Total Payments: 17	\$15,140.49

Project Summary

Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4

<i>Program - Project</i>	<i>Payments</i>	<i>Deposits</i>
FLASH Corp. - Flash Corp. 10	\$15,140.49	\$0.00
Total:	\$15,140.49	\$0.00

Document Type Summary

Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4

<i>Document Type</i>	<i>Count</i>	<i>Amount</i>
Check (CHK)	17	\$15,140.49
Total:	17	\$15,140.49

Transaction Type Summary

Bank: Provident Bank, Bank Account: 650409103, GL Account: 1111.4

<i>Transaction Type</i>	<i>Count</i>	<i>Amount</i>
Vendor Accounting - Payment	17	\$15,140.49
Vendor Accounting Total	17	\$15,140.49
Total:	17	\$15,140.49

End of Report

**Housing Authority Borough of Fort Lee
Vendor Accounting Cash Payment/Receipt Register
Housing Choice Voucher**

Filter Criteria Includes: 1) Program: Housing Choice Voucher 2) Project: All Projects 3) Payment Date: 4/1/2026 to 4/28/2026 4) Financial Period: All 5) Payments Over: All 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4

Posted Payments

<i>Doc Num</i>	<i>Payment Date</i>	<i>Voided</i>	<i>Type</i>	<i>Document Recipient</i>	<i>Document Description</i>	<i>Cleared</i>	<i>Amount</i>
4614	04/08/2026	No	CHK	AS Consulting Inc.	Computer IT Support (Inv# 11132)	No	\$1,497.00
4615	04/08/2026	No	CHK	Christopher DePalma	2026 1st Qtr Mileage for Inspections/	No	\$137.00
4616	04/08/2026	No	CHK	NTN- Philadelphia	Acct# NJ6000/ Inv# NJ6000604	No	\$89.57
4617	04/08/2026	No	CHK	Thomas Furlong, C.P.A.	Accounting Services/ FLHA-April 20	No	\$3,300.00
4618	04/14/2026	No	CHK	Atlantic Tomorrows Office	Acct# 15018 Color Copier INV#1437	No	\$217.22
4619	04/14/2026	No	CHK	BR Housing Solutions LLC	QPA Consulting Services for Mar 20	No	\$1,638.75
4620	04/14/2026	No	CHK	Fort Lee Dental Insurance	Employee Dental Ins (MAR-APR 20	No	\$394.00
4621	04/14/2026	No	CHK	Fort Lee Life Insurance	Employee Life Ins (MAR-APR 2026)	No	\$491.40
4622	04/14/2026	No	CHK	Staples Business Advantage	Acct# NYC1060106 Inv# Order#	No	\$314.25
4623	04/14/2026	No	CHK	Verizon FIOS	Acct# 556776715000140 (Office Fa	No	\$161.21
4624	04/14/2026	No	CHK	Verizon Wireless	Acct# 642212010-00001 (Office Lin	No	\$458.15
4625	04/27/2026	No	CHK	David Cruz	FSS W/D -VEHICLE REPAIRS/TIRE	No	\$572.32
4626	04/27/2026	No	CHK	Nan McKay & Associates	Acct# FOR07024- 2 INVOICES	No	\$359.00
4627	04/27/2026	No	CHK	Quadient Inc.	Office# 2850 Contract# 1246220	No	\$420.00
4628	04/27/2026	No	CHK	Staples Business Advantage	Acct# NYC1060106 Inv#815884 Ord	No	\$238.22
4629	04/27/2026	No	CHK	Verizon FIOS	Acct# 452494976000156 (Office Fio	No	\$558.75
Cleared: 0							\$0.00
Uncleared: 16							\$10,846.84
Total Payments: 16							\$10,846.84

**Project Summary
Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

<i>Program - Project</i>	<i>Payments</i>	<i>Deposits</i>
Housing Choice Voucher - Housing Choice Vouchers	\$10,846.84	\$0.00
Total:	\$10,846.84	\$0.00

**Document Type Summary
Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

<i>Document Type</i>	<i>Count</i>	<i>Amount</i>
Check (CHK)	16	\$10,846.84
Total:	16	\$10,846.84

**Transaction Type Summary
Bank: Provident Bank, Bank Account: 650409111, GL Account: 1111.4**

<i>Transaction Type</i>	<i>Count</i>	<i>Amount</i>
Vendor Accounting - Payment	16	\$10,846.84
Vendor Accounting Total	16	\$10,846.84
Total:	16	\$10,846.84

End of Report

HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE

RESOLUTION NO. 2501

RESOLUTION AUTHORIZING THE WRITE-OFF OF UNCOLLECTIBLE TENANT ACCOUNTS RECEIVABLE

WHEREAS, the Fort Lee Housing Authority (“Authority”) maintains accounts receivable for tenant rents and other charges in the ordinary course of operations; and

WHEREAS, despite reasonable and diligent collection efforts, the following tenant accounts have been deemed uncollectible for the designated reasons:

Tenant	Amount	Reason
MP	\$1560.74	Death following illness
EH	\$2329.94	Death following illness

WHEREAS, continued reporting of such uncollectible amounts as active receivables overstates the Authority’s financial position and is inconsistent with sound accounting practices; and

WHEREAS, applicable accounting standards and Authority policy permit the write-off of receivables that are determined to be uncollectible, while maintaining appropriate records for potential future recovery;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE [NAME OF HOUSING AUTHORITY] THAT:

- 1. Approval of Write-Off**
The Board hereby approves the write-off of tenant accounts receivable deemed uncollectible, in the total amount of \$ 3,890.68, as detailed above.
- 2. Accounting Treatment**
The Executive Director and fee accountant are authorized to remove these amounts from active accounts receivable and record them as bad debt expense in accordance with generally accepted accounting principles.
- 3. Continued Collection Efforts**
Notwithstanding this write-off, the Authority may continue to pursue possible collection of these debts through lawful means, including referrals to collection agencies, repayment agreements, or legal action where appropriate.
- 4. Record Retention**
The Authority shall maintain adequate records of all written-off accounts for audit, reporting, and potential future recovery purposes.

5. **Policy Compliance**

This action is taken in accordance with the Authority's policies and procedures governing rent collection and accounts receivable management.

6. **Effective Date**

This Resolution shall take effect immediately upon its adoption.

INTRODUCED BY:  _____

SECONDED BY: Dolores Steinberg _____

DATED: MAY 6, 2026

HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE

RESOLUTION NO. 2502

RESOLUTION BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH NOVOGRADAC & COMPANY, LLP, 1144 HOOPER AVE, TOMS RIVER, NJ 08753 TO AUDIT THE BOOKS AND RECORDS OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE FOR THE TWELVE-MONTH PERIOD ENDING DECEMBER 31, 2025.

WHEREAS, there is a need for the services of an Independent Public Accountant to perform the annual audit of the books and records of the Housing Authority of the Borough of Fort Lee (the "Authority"); and

WHEREAS, in accordance with the Authority's Procurement Policy the Authority placed in a designated area of the Fort Lee Housing Authority website on March 24, 2026, for sealed proposals for "Audit Services - Fort Lee Housing Authority" with a return date of April 22, 2026 ; and

WHEREAS, in response to the aforesaid advertisement, the Authority did receive one (1) proposal which proposal was submitted by Novogradac & Company of Toms River, New Jersey; and

WHEREAS, the proposed fee submitted by Novogradac & Company is estimated to be \$17,480.00 based upon hourly rates between \$445.00 (Partner) and \$120.00 (Staff) per hour and is reasonable; and

WHEREAS, Novogradac and Company is an experienced firm and has extensive experience serving as auditor for housing authorities, currently serving more than seventy-five housing authority clients across the United States.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE AS FOLLOWS:

1. That the Executive Director is authorized to enter into a contract in the form included in the Request for Proposals for Audit Services for the with Novogradac and Company LLP for a fee of \$17,480.00; and
2. That the Contract is being awarded as a professional service in accordance with the Authority's Procurement Policy and that a Notice of this Action shall be posted in a designated area of the Fort Lee Housing Authority website on March 24, 2026; and

3. That this Resolution and Contract shall be and remain on file and available for public inspection at the office of the Fort Lee Housing Authority, 1403 Teresa Drive, Fort Lee, New Jersey 07024; and
4. That this Resolution shall take effect immediately.

Introduced by: _____



Offered by: _____

Dolores Steinberg

HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE

RESOLUTION NO. 2503

**RESOLUTION OF THE HOUSING AUTHORITY OF THE BOROUGH OF FORT LEE
ADOPTING A REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL AND A
REVISED EMPLOYEE HANDBOOK TO COMPLY WITH MEL EMPLOYMENT
PRACTICES**

WHEREAS, the Housing Authority of the Borough of Fort Lee (the "Authority") participates in the Municipal Excess Liability ("MEL") Insurance Fund which provides, among other coverage, Employment Practices Liability insurance to the Authority; and

WHEREAS, in order to qualify for the lowest Employment Practices Liability Policy deductible the Authority must revise its Personnel Policies and Procedures Manual (the "Manual") and Employee Handbook ("Handbook") to include MEL required provisions; and

WHEREAS, the Executive Director has revised and amended the sections on the New Jersey Family Leave Act and the federal Family Leave Act in the Manual and Handbook in the form attached hereto and posted to the Authority's website to include the MEL required provisions and will review them with staff;

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the Borough of Fort Lee that the revised Personnel Policies and Procedures Manual and Employee Handbook attached hereto and posted to the Authority's website be and hereby are adopted.

OFFERED BY:



SECONDED BY:

Dolores Steinberg

DATED: May 6, 2026

FLHA RESOLUTION NO. 2503

FAMILY AND MEDICAL LEAVE

In accordance with the federal Family and Medical Leave Act ("FMLA"), the Employer provides eligible employees with up to twelve (12) weeks of unpaid medical and family leave during any twelve (12) month period and up to twenty-six (26) workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the Employer's policies implementing the FMLA.

Leave Available. Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

- The birth, adoption or placement for foster care of the son or daughter of an employee, and to care for such child;
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member; or
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee's inability to work for more than three (3) consecutive days (although there are certain exceptions to this rule);
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed forces, National Guard or Reserves on active duty status during the deployment to a foreign country, and or has been notified of an impending call to active duty status as such in support of a contingency operation.

In addition, eligible employees who are either spouse, son, daughter, parent or next of kin of a Covered Servicemember shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the Covered Servicemember. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

Definitions.

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five years preceding the family member's initial request for leave, who has a serious injury or illness who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

“Eligible Employee” means an individual who has been employed by the Employer for at least twelve (12) months, has worked at least 1,250 hours during the preceding twelve (12) month period, and is employed at a worksite with at least fifty (50) employees within seventy-five (75) miles of that worksite.

“Next of kin” means the nearest blood relative of the individual.

“Qualifying Exigency” covers a number of broad categories of reasons and activities, including short-notice deployment to a foreign country, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the employer and the employee.

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

“Serious Injury or Illness” means an injury or illness incurred by a Covered Service member in the line of duty or on active duty in the Armed Forces, National Guard of Reserves, incurred in the line of duty on active duty or whose pre-existing condition has been aggravated by his/her active duty service, that may render the service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

Eligibility. Any employee who has been employed by the Employer for twelve (12) months or more and worked 1,250 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period.

The twelve (12) month period shall be determined by using a rolling twelve (12) month period that commences with the first day of leave taken.

Leave to care for a child after birth, adoption, or foster care must conclude within twelve (12) months of the child’s birth or placement. If both spouses work for the Employer, they may only take a total of twelve (12) weeks between them during the twelve (12) month period in order to care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition and a combined twenty-six (26) weeks in a single twelve (12) month period for military caregiver leave or a combination of military caregiver leave and other FMLA qualifying reasons. Each spouse may be entitled to additional leave for other qualifying reasons under the FMLA, such as the employee’s own illness or for the serious illness of the employee’s child.

Notice. When the leave is foreseeable, at least thirty (30) days’ advance notice to the Employer, in writing, is required. If thirty (30) days’ notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

Certification. Where leave is taken to care for a family member with a serious health condition or because of the employee’s own serious health condition, medical certification is required and

periodic recertification may be required. In addition, where the leave is taken because of the employee's own serious health condition, a certification of fitness to return to work will be required.

The Employer, at its expense, may require an examination by a second healthcare provider designated by the Employer. If the second healthcare provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the regular Armed Forces, National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Service member to support such leave.

Absent unusual circumstances, medical certifications must be provided within fifteen (15) days. The Employer will also require periodic status reports from employees concerning their intended return date.

Failure to provide requested documentation may result in denial of leave. The Employer may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Employer may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time. [*municipality should include one of the following provisions: An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave, if such leave is unpaid, to the extent permissible by law.* OR An employee may choose to use any available accumulated paid leave concurrently with the employee's FMLA leave.)

Coordination with other Leave Policies. The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law.

Intermittent Leave. When medically necessary, leave taken because of a serious health condition of an employee or family member or to care for a Covered Service member may be taken on an intermittent or reduced work schedule basis. The employee and employer shall attempt to work out a schedule for such leave that meets the employee's needs without unduly disrupting the employer's operations, subject to the approval of the employee's health care provider. The Employer may require an employee taking intermittent or reduced work schedule leave to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule.

Employment and Benefits Protection. During the leave, health benefits will continue for up to twelve (12) weeks in each rolling twelve (12) month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work.

If paid leave is substituted for unpaid FMLA leave, the Employer will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's FMLA leave is unpaid, the employee must pay his/her portion of the premium in accordance with a payment method that is devised and mutually agreed upon between the employee and the Employer.

Employees should consult with their Department Head and human resources official prior to taking an approved leave. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums. With regard to the employee's contribution portion of his/her health benefits pursuant to Chapter 78, P.L 2011 and any voluntary supplemental benefits that the employee may have, the employee is solely responsible for making payment arrangements with the Employer or for any voluntary benefits, to the respective insurance company. Your healthcare coverage may cease if your premium payment is more than thirty (30) days late. With regard to any pension contribution that you may have, you must contact the human resources official to make payment arrangements concerning contributions or credits paid toward your pension benefits. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness for duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Employer within two (2) business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment. Individuals identified as "key employees" (the highest paid 10% of salaried employees at the work site or within a seventy-five (75) mile radius of that work site) at the beginning of their leave may not be

returned to their former or equivalent position if restoration will cause substantial economic injury to the Employer. Employees will be informed of their key employee status at the beginning of the leave period.

A failure to return from FMLA leave for reasons other than the employee's own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the Employer before the expiration of the leave to discuss their options under state and federal law. State leave laws may provide additional leave similar to that provided under the FMLA. The Employer will comply with these state law provisions to the extent they provide for more generous benefits. State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

Family Temporary Disability. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee who is eligible for and receives State Temporary Disability Insurance ("TDI") benefits during a leave or FLI benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

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NEW JERSEY FAMILY LEAVE

The Employer provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act (NJFLA).

Eligible Employees. To be eligible for NJFLA leave, an employee must have worked at least ~~twelve-three (312)~~ months for the Employer and have worked at least ~~1,000~~250 hours for the Employer over the previous twelve (12) months.

Qualifying Reasons for Leave. An employee may take NJFLA leave to care for:

- A newly born or adopted child or a child placed into foster care with the employee, but the leave must start within twelve (12) months of the birth of the child or the placement of the child.
- A family member (sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of a covered individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship) with a serious health condition.
- In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
 - (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
 - (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

Leave taken to care for a newly born or adopted child or a child placed into foster care with the employee may be consecutive or intermittent and must begin by the end of the twelve (12) month period after the birth or placement for adoption or foster care.

Leave Benefits. An employee may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period that commences with the first day of NJFLA leave taken.

You may take NJFLA leave to care for a seriously ill family member:

- As a single block of time.
- By reducing your normal work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently when medically necessary.

Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Employer's operations. The total time within which an intermittent leave is taken may not exceed a twelve (12) month period, if such leave is taken in connection with a single serious health condition.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive twenty-four (24) month period, or until such time as the employee's twelve (12) week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive twenty-four (24) week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive twenty-four (24) month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

~~Depending on the purpose of the employee's leave, the~~The employee may be required to or may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. If the employee applies and is eligible for New Jersey Family Leave Insurance ("FLI") benefits [see "New Jersey Family Leave Insurance" section below] during his/her NJFLA leave, the employee will not be required to use accrued paid leave instead.—The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave. The Employer will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Required Notice and Certifications. When requesting NJFLA leave, an employee must provide the Employer thirty (30) days' advance written notice. For employees requesting leave on an intermittent basis, at least fifteen (15) days advance written notice must be provided. If advance written notice is not possible because of an emergency, the employee must provide the Employer with reasonable oral notice and then follow up with written notice.

The employee also must give the Employer a medical certification supporting the need for leave. The Employer reserves the right to require second or third medical opinions and periodic recertifications. The employee must also provide periodic reports during the leave regarding the employee's status and intent to return to work as deemed appropriate by the Employer. If an

employee fails to provide the required documentation, the Employer may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which case the absences will be treated in accordance with the Employer's standard leave of absence and attendance policies and the employee may be subject to discipline up to and including termination of employment.

If an employee provides false or misleading information or omits material information about an NJFLA leave, the employee will be subject to discipline up to and including immediate termination of employment.

Benefits Protection. During a family leave of absence, the employee's health benefits will be maintained under the same conditions as if the employee continued to work. If the employee decides to return to work when his/her family leave of absence ends, the employee may be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee decides not to return to work when the family leave of absence ends, the employee may be required to reimburse the Employer for the health insurance premiums paid on his/her behalf during the leave of absence (except if the failure to return to work was caused by the continuation, recurrence, or onset of serious health condition which would entitle the employee to a leave of absence under the law or other circumstances beyond the employee's control).

With regard to any pension contributions, the employee must contact the human resources official to make payment arrangements concerning contributions or credits paid toward his/her pension benefits. Employees should consult with the Employer prior to taking an approved leave.

Returning to Work after NJFLA Leave. On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the Employer's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (for example, if the employee has no other Employer-provided leave available to him/her).

Retaliation Prohibited. The Employer and the NJFLA prohibit the interference with, restraint of or denial of any right provided under the NJFLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA. The Employer encourages employees to bring any concerns or complaints about retaliation or compliance with the NJFLA to the attention of the human resources official.

New Jersey Family Leave Insurance. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a

monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee who receives Family Leave Insurance (“FLI”) benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

~~An employee’s job is not protected while receiving FLI benefits—unless the employee is eligible for leave under the FMLA, NJFLA, or is otherwise designated for an approved family leave of absence.~~

NJFLA Notice of Leave. Employees must provide the Employer with advance notice of need for leave, as follows:

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- At least thirty (30) days before leave to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.
- At least fifteen (15) days before leave to care for a seriously ill family member or leave to bond with a newborn or newly adopted child on an intermittent basis unless an emergency or other unforeseen circumstance precludes advance notice.

F. Family and Medical Leave

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The Employer shall provide family and medical leave in accordance with the federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). The Employer will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the employee and/or the Employer. The employee shall be afforded the most favorable rights if there is a conflict in the rights afforded to the employee under the laws.

FMLA Leave – The FMLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twelve (12) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. for a serious health condition that makes the employee unable to perform the functions of his/her position; or
- e. because of any qualifying exigency arising out of the fact that the employee's family member is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

In addition, eligible employees may take up to a combined total of twenty-six (26) unpaid workweeks in a single twelve (12) month period to care for a covered military service member with a serious injury or illness.

FMLA Eligibility – To be eligible for FMLA leave, an employee must have: (i) worked for the Employer for at least twelve (12) months; (ii) worked at least 1,250 hours in the twelve (12) months immediately preceding commencement of the leave; and (iii) be employed at a worksite where the employer has at least fifty (50) employees within seventy-five (75) miles. The twelve (12) months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1,250 hours worked shall be determined according to the principles established under the Fair Labor Standards Act ("FLSA") for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201(b), married couples both employed by the Employer are limited to a combined total of twelve (12) weeks of leave during the applicable twelve (12) month period if the leave is taken for the birth of a child, or to care for such child after birth; for placement of a child with the staff member for adoption or foster care or in order to care for the child after placement; or to care for the staff member's parent with a serious health condition.

Returning from FMLA Leave – Upon return from FMLA leave, an employee shall be entitled to the position he/she held when the FMLA leave commenced, or to an equivalent position of like seniority, status, employment benefits, pay, and other conditions of employment. If the Employer experiences a reduction in force or layoff and the employee would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system, including a system under any collective bargaining agreement, the employee shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws.

Certification of Health Care Provider – The Employer expects that requests for FMLA leave for the purposes of the employee's own serious health condition, or to care for a family member with a serious health condition, shall be accompanied by a completed Certification of Health Care Provider (attached). Notwithstanding, following submission of a request for FMLA leave, an employee shall have up to fifteen (15) calendar days to provide the Employer with a completed Certification.

Prior to designating an employee for FMLA leave, he/she shall be required to provide the Employer with the attached FMLA Certification of Health Care Provider form, completed by the employee's and/or employee's family member's health care provider. The information contained in the completed Certification shall guide the Employer in appropriate designation of the employee's leave of absence. The Employer reserves the right to seek additional documentation necessary to initiate/continue an employee's FMLA leave, in accordance with applicable FMLA regulations.

FMLA Entitlement Period – The method to determine the twelve (12) month period in which the twelve (12) weeks of FMLA leave entitlement occurs will be a "rolling" twelve (12) month period measured backward from the date an employee uses any family leave.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time. [*municipality should include one of the following provisions: An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave, if such leave is unpaid, to the extent permissible by law.* OR An employee may choose to use any available accumulated paid leave concurrently with the employee's FMLA leave.)

Employment While on FMLA Leave – An employee designated for FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-

time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

Temporary Disability Insurance Benefits – An employee who is eligible for and receives State Temporary Disability Insurance (“TDI”) benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

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NJFLA Leave – The NJFLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twenty-four (24) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
 - (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
 - (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others; or

NJFLA Eligibility – To be eligible for NJFLA leave, an employee must have: (i) worked for the Employer for at least ~~twelve~~ three (3-12) months; and (ii) worked at least ~~1,000~~ 250 hours in the twelve (12) months immediately preceding commencement of the leave. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of

the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The Employer shall grant a family leave under the NJFLA to more than one employee from the same family at the same time, provided such employees are otherwise eligible for the leave. N.J.A.C. 13:14-1.12.

Employment While on NJFLA Leave – An employee designated for NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

NJFLA Entitlement Period – The method to determine the twenty-four (24) month period in which the twelve (12) weeks of NJFLA leave entitlement occurs will be a “rolling” twenty-four (24) month period measured backward from the date an employee uses any leave.

Intermittent and/or Reduced Schedule Leave – Requests for intermittent and/or reduced schedule leave under both the FMLA and the NJFLA shall be reviewed by the Employer on a case-by-case basis and in accordance with the federal and State laws and regulations promulgated thereto.

Relationship to Other Laws – If the employee is eligible for leave for reasons provided under both the FMLA and NJFLA, then the leave time taken shall be concurrent and be applied to both laws. In the event the reason for the family leave is recognized under one law and not the other law, the employee is eligible for each law’s leave entitlements within one twelve (12) month period. For example, an employee may use his/her FMLA leave for a twelve (12) week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve (12) weeks of FMLA leave, the employee would be eligible for a twelve (12) week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.

During any period of designated FMLA/NJFLA leave, the Employer shall continue an employee’s group health benefits in a manner consistent with that to which the employee received immediately preceding commencement of the FMLA/NJFLA leave. The employee is responsible to make all group health benefits contributions during his/her leave period, in accordance with Chapter 78, P.L. 2011, and any applicable collective negotiations agreement. If an employee does not return to work after his/her FMLA/NJFLA leave expires, the Employer is entitled to recover health insurance costs paid while the employee was on FMLA/NJFLA leave.

Following exhaustion and/or termination of the FMLA/NJFLA leave period, the Employer may continue an employee’s group health benefits, at the employee’s request. In the event that the employee determines to continue his/her group health benefits following a period

of designated FMLA/NJFLA leave, he/she shall be solely responsible for the full premium amount due.

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or FLA leaves.

The employee may be required to or may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. If the employee applies and is eligible for FLI benefits during his/her NJFLA leave, the employee will not be required to use accrued paid leave instead. The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave.

An employee who receives Family Leave Insurance ("FLI") benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

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