

**COLLECTIVE BARGAINING AGREEMENT**

by and between

**KENSINGTON COMMUNITY CORPORATION FOR  
INDIVIDUAL DIGNITY**

**AND**

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE**

**DISTRICT 1199C**

May 1, 2008

June 30, 2012

**TABLE OF CONTENTS**

	Page
ARTICLE I: RECOGNITION .....	1
ARTICLE II: UNION SECURITY .....	2
ARTICLE III: CHECK-OUT .....	3
ARTICLE IV: NO DISCRIMINATION .....	5
ARTICLE V: NO STRIKES, LOCKOUT AND WORK STOPPAGES .....	5
ARTICLE VI: PROBATION .....	6
ARTICLE VII: TEMPORARY EMPLOYEES.....	6
ARTICLE VIII: PART-TIME EMPLOYEES.....	7
ARTICLE IX: SICK LEAVE.....	7
ARTICLE X: WELL DAYS.....	9
ARTICLE XI: BEREAVEMENT LEAVE .....	9
ARTICLE XII: JURY DUTY.....	10
ARTICLE XIII: MILITARY LEAVE.....	10
ARTICLE XIV: SENIORITY .....	11
ARTICLE XV: PROMOTION AND TRANSFER.....	12
ARTICLE XVI: LAYOFF AND RECALL.....	13
ARTICLE XVII: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS .....	15
ARTICLE XVIII: GRIEVANCE AND ARBITRATION PROCEDURE .....	16
ARTICLE XIX: TRAINING AND UPGRADING FUND.....	18
ARTICLE XX: HIRING.....	19
ARTICLE XXI: HOURS OF WORK.....	19
ARTICLE XXII: OVERTIME .....	20
ARTICLE XXIII: WAGES.....	22

ARTICLE XXIV: UNPAID LEAVE .....	23
ARTICLE XXV: VACATION.....	25
ARTICLE XXVI: HOLIDAYS AND PERSONAL DAYS.....	26
ARTICLE XXVII: HEALTH AND WELFARE.....	28
ARTICLE XXVIII: MISCELLANEOUS.....	29
ARTICLE XXIX: SUCCESSORS .....	31
ARTICLE XXX: SEPARABILITY .....	31
ARTICLE XXXI: MANAGEMENT RIGHTS .....	31
ARTICLE XXXII: GENERAL.....	32
ARTICLE XXXIII: DURATION .....	32

## AGREEMENT

THIS AGREEMENT entered into this 25<sup>th</sup> day of June 2008, by and between the KENSINGTON COMMUNITY CORPORATION for INDIVIDUAL DIGNITY (hereinafter called the "Employer") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFL-CIO and its AFFILIATE DISTRICT 1199C (hereinafter referred to as the "Union"). The purpose of this Agreement is to provide a harmonious relationship between the Employer and the Union regarding any and all matters pertaining to hours, wages, and working conditions.

### ARTICLE I: RECOGNITION

#### Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for Employees within the classifications mentioned in Section 2 below.

#### Section 2.

The bargaining unit shall be comprised of all full-time and part-time Resident Counselors, Client Care Workers, Residential Program Supervisors, Residential Program Assistant Supervisors, Van Drivers, Van Assistant Drivers and Health Care Coordinators regularly working forty (40) hours per month or more, as certified by the National Labor Relations Board in Case #4-RC-16047, at its current CLA locations but excluding temporary Employees, except as modified herein, employees who work less than forty (40) hours per month, supervisors, professional and confidential employees as defined by the National Labor Relations Act. Part-time employees who have completed the probationary period shall be covered by this Agreement. Hours paid shall be averaged over two (2) six (6) month periods to determine whether such employees shall retain their bargaining unit status for the following six (6) month period. The two (2) six (6) month periods shall be February 1<sup>st</sup> to July 31<sup>st</sup> and August 1<sup>st</sup> to January 31<sup>st</sup>. The initial period for Employees covered by this provision shall be no less than sixty (60) days.

#### Section 3.

It is agreed that this contract shall apply and continue in full force and effect to any CLA at any location to which the Employer may move. It is further agreed that this contract shall apply to any new or additional CLA facilities.

#### Section 4.

At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and apprise such Employees of Articles II and III of this Agreement.

Section 5.

The Employer shall provide the Union a classification seniority list of all bargaining unit Employees with one (1) month of the semi-annual determination of bargaining unit membership.

**ARTICLE II: UNION SECURITY**

Section 1.

All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 2.

All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.

All Employees hired after the effective date of this Agreement shall become members of the Union no later than the end of the probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 4.

For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of membership and continued employment.

Section 5.

An Employee who has failed to maintain membership in the union in good standing as required by this article shall, within twenty (20) calendar day following receipt of a written demand from the Union requesting his/her discharge, be discharged if during such period the required dues and initiation fee have not been tendered.

Section 6.

The Union shall indemnify and save the Agency harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Agency for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union or obligations of the Union members, or by reason of the Agency's reliance upon any list notice request or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union.

## ARTICLE III: CHECK-OFF

### Section 1.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union, regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

### Section 2.

Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.

### Section 3.

Employees who do not sign written authorizations for monthly dues and initiation deductions as required by this Agreement may adhere to the same payment procedure by making payments directly to the Union. Failure to do so shall subject the Employee to Article II.

### Section 4.

Any Employee who is a member of and adheres to established and traditional tenets or teachings of a bona-fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and the Employer, shall not be required to join and remain a member of the Union as a condition of employment.

### Section 5.

Such Employees shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, the Sickle Cell Anemia Foundation or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and the same amount as initiation fees and dues are, and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of written authorization in the form annexed hereto as Exhibit "B".

### Section 6.

The Employer shall be relieved from making such "check-off deductions upon: (a) termination of employment; or (b) transfer to a job other than one covered by the collective bargaining agreement; or (c) layoff from work; or (d) agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of

an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Sections 1, 4 and 5 hereof.

#### Section 7.

The Employer shall not be obliged to make any deductions required by this Agreement from any Employee who, during any dues month involved, shall have failed to have received sufficient wages to equal the deductions.

#### Section 8.

Each month, the Employer shall remit to the Union all deductions for dues and initiation fees as required by this Agreement made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15<sup>th</sup> day of each month, together with a list of all Employees from whom dues and/or initiation fees have been deducted, and their social security numbers. In addition, each month the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 5 hereof, together with the amount deducted for each Employee.

#### Section 9.

The Employer agrees to furnish the Union each month with the names of newly-hired bargaining unit Employees, classifications of work, dates of hire, and upon completion of the probationary period, their addresses and social security numbers, and names of terminated Employees, together with their dates of termination, and names of Employees and the reason they are hired.

#### Section 10.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same immediately to the District 1199C Federal Credit Union or a credit union designated by the Union to the credit or account of said Employee.

#### Section 11.

The Employer agrees to check-off once each calendar year from an Employee's pay for the District 1199C Political Action Fund, as requested by the Employee by the authorization form annexed hereto as Exhibit "D". This deduction shall be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

#### Section 12.

The Union shall indemnify and save the Agency harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Agency for the purpose of complying with any of the provisions of this Article or any other provisions

of this Agreement relating to any requirements of membership in the Union, or obligations of the Union members, or by reason of the Agency's reliance upon any list, notice, request or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union.

#### **ARTICLE IV: NO DISCRIMINATION**

The Employer and the Union agree not to unlawfully discriminate against any Employee on the basis of race, creed, color, sex, age, political affiliation, national origin, sexual orientation, nor against any disabled Employee provided such disability does not interfere with performance of work responsibilities or duties.

#### **ARTICLE V: NO STRIKES, LOCKOUT AND WORK STOPPAGES**

##### Section 1. No Strikes, Work Stoppages, Etc.

Employees shall not engage in any strike, sympathy strike, slow-down, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. Neither the Employees, the Union nor any officers, agents or any other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support to, or in any way participate in any strike, sympathy strike, slow-down, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performances of work during the life of this Agreement.

##### Section 2. No Lockouts.

The Employer agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout and shall be subject to the lay-off provisions of the Agreement.

##### Section 3. Additional Procedure.

In an event of a violation of this section, No Strikes, Lockouts and Work Stoppages and in addition to any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the Union and the American Arbitration Association which shall within twelve (12) hours upon receipt of the grievance appoint an Arbitrator to hear the matter. The Arbitrator shall hold a hearing within twenty-four (24) hours of his/her appointment upon notice to the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violations and such other relief as she/he may deem appropriate to terminate such violation of paragraph No Strikes, Work Stoppages. No opinion shall be required, but only a written award and an order by the Arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of the Employer. The same procedure shall be applicable in the event of a violation of paragraph No Lockout by the Employer.

##### Section 4.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other

interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the Employees;
- (b) Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union;
- (c) Notify Employees of its disapproval of such action and instruct such Employees to cease such actions and return to work immediately;
- (d) Post notices at Union bulletin boards advising that it disapproves such action and instructing Employees to return to work immediately.

#### **ARTICLE VI: PROBATION**

##### Section 1.

An Employee shall complete a probationary period after she/he has worked for a period of ninety (90) days. If an Employee is absent for any reason during the probationary period, the number of hours she/he has been absent shall be added to the probationary period and she/he shall not complete the probationary period until an equivalent amount of hours/days has been worked. At any time during an Employee's probationary period, she/he may be suspended or discharged by the employer for any reason, and such suspension or discharge shall not be subject to the grievance or arbitration provisions of this Agreement. The Employer will discuss the probationary Employee's performance with the Employee prior to such discharge. Employer requests for extensions of the probationary period shall not be unreasonably denied by the Union.

##### Section 2.

For new Employees only, the probationary period shall be for a period of ninety (90) working days, excluding any and all overtime hours.

#### **ARTICLE VII: TEMPORARY EMPLOYEES**

##### Section 1.

A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The Employer will notify the Union prior to any such special projects. The said three (3) month period may be extended up to an additional three (3) months extension; however, such Employee shall become subject to Article II and III, and receive wage rate, holiday pay, sick leave, vacation and grievance procedure as provided in this Agreement, after the expiration of the initial three (3) month period.

## Section 2.

All temporary Employees shall be given one (1) week's notice of the termination of their temporary positions if they are retained beyond the initial three (3) month period, provided the Employer receives two (2) weeks' notice of an Employee's intent to return from leave of absence or provided the termination of the temporary position is not due to an act beyond the Employer's control.

## **ARTICLE VIII: PART-TIME EMPLOYEES**

### Section 1.

Employees shall be considered part-time if, over a thirty (30) day period, she/he averages forty (40) or more hours of work per month as described in Article I, Section 2. Part-time Employees who work a fixed schedule of twenty (20) or more hours per week shall receive forty (40) hours of annual leave for holiday, vacation and/or sick days.

### Section 2. Scheduling of Part-Time Employees.

Where there is a need for coverage, including but not limited to holidays, sick leave or vacation, the opportunity to work such hours shall be given to Employees in the following order:

- (a) Assists or regularly scheduled part-timers who work within the house where the hours are available will be offered the hours on a rotating seniority basis;
- (b) Assists or regularly scheduled part-timers agency-wide will be offered the filled elsewhere;
- (c) Part-timers who are not regularly scheduled will be offered the hours on a rotating seniority basis. If the Agency is unable to fill the available hours after attempting to contact the five (5) substitutes appearing at the top of the list, the hours may be filled elsewhere;
- (d) Such scheduling shall not result in an Employee working in excess of forty (40) hours/week without supervisory approval.

## **ARTICLE IX: SICK LEAVE**

### Section 1.

"Sick leave" is defined as an absence of an Employee from work by reason of non-work connected illness or accident that is not compensable under the Worker's Compensation Law of Pennsylvania.

## Section 2.

During the first year of employment, full-time Employees shall be entitled to paid sick leave earned at the rate of six point sixty-six (6.66) hours per month up to a maximum of eighty (80) hours per year. After one (1) or more years of employment an Employee shall earn six point sixty-six (6.66) paid sick hours per month for illness or non-work related accident. Employees may not carry over more than three hundred (300) hours of sick time from one anniversary year to another.

## Section 3.

Full-time Employees shall earn their sick leave from their date of hire. However, a probationary Employee is not entitled to use his/her sick leave during the probationary period.

## Section 4.

To be eligible for sick leave under this Article, an Employee who is absent must notify his/her supervisor or designee at least six (6) hours before the Employee's scheduled arrival time, except in the case of an overnight awake shift, when the Employee must notify his/her supervisor or designee at least six (6) hours before the Employee's scheduled arrival time, unless an acceptable excuse is presented for the Employee's inability to call six (6) hours in advance.

## Section 5.

The Employer reserves the right to require a doctor's certificate stating that the illness is sufficiently disabling to require that the Employee be absent from work in order for an Employee to receive sick leave for three (3) or more consecutive shifts occurring in three (3) or more consecutive twenty-four (24) hour periods or when there appears to be a pattern of sick leave suggesting abuse of sick leave. Additionally, Employees who have been on sick leave may be required to be examined by a physician selected and compensated by the Employer before being permitted to return to duty.

## Section 6. On-The-Job Injury.

- (a) An Employee who is injured or becomes ill during the course of his/her work day as a result of the performance of his/her job responsibilities and such injury or illness requires treatment by a health care professional will be compensated for the time lost from regularly scheduled work while receiving such treatment in a clinic or a hospital, up to a maximum of the completion of the Employee's work day, as long as the injury or illness is reported to the Employer. If the Employee is kept in the hospital or sent home pursuant to the orders of a health care professional, the Employee shall be paid for the balance of his/her work day at the appropriate hourly rate of pay.
- (b) An Employee who is injured on the job shall be returned to his/her original position held at the time of injury upon returning to work, provided the Employee is medically certified as capable of full performance of the duties of the job and provided further the Employee seeks to return to work within one (1) year from the date of his/her injury. In the event his/her position has been eliminated, then the layoff/recall provisions of this contract shall apply.

Section 7.

The Employer will provide the name of its Worker's compensation Insurance Carrier upon execution of this Agreement.

Section 8.

Employees may also supplement any Worker's Compensation benefits with sick leave to the extent of his/her entitlement. Such combined funds shall not exceed the Employee's regular full day's pay. In the event an Employee is unable to work for more than seven (7) consecutive days because of a work related injury for which he/she has been adjudged entitled to Worker's Compensation benefits, the Employer will pay the Employee at his/her regular rate of pay without charging his/her sick leave time for the first seven (7) days only.

Section 9.

If the event an Employee's illness goes beyond thirty (30) days, then the Employee will be entitled to supplement any disability benefit that he/she may receive for the duration of illness or disability to the extent of his/her entitlement and for each day he/she collects disability benefits. Such combined funds shall not exceed the Employee's regular full day's pay.

**ARTICLE X: WELL DAYS**

Section 1.

Regular full-time Employees who have completed one (1) year of continued service shall be entitled to earn one (1) day's pay each three (3) months for perfect attendance, beginning July 1, 1989. The maximum number of paid days for perfect attendance is four (4) days within any year. The well day earned shall be requested within the first pay period of earning it.

Section 2.

An unpaid leave of absence shall not be counted for perfect attendance.

Section 3.

Days actually spent hospitalized as an in-patient shall not count against an Employee's perfect attendance record. The Agency reserves the right to require proof of same.

**ARTICLE XI: BEREAVEMENT LEAVE**

Section 1.

In the event of the death of a full-time Employee's parent, spouse, child, brother, sister, or grandparent, grandchild, an Employee who has completed his/her probationary period will be allowed up to twenty-four (24) regularly scheduled consecutive hours off within a consecutive seventy-two (72) hour period with pay at his/her regular straight-time rate, so long as eight (8) of those hours are on the day of the memorial service, and provided he/she attends the memorial service. In the event the

memorial service is scheduled on a day that is not a regularly scheduled work day for the Employee, he/she shall not receive any pay for that day under this provision.

#### Section 2.

In the event of the death of an Employee's mother-in-law, father-in-law, brother-in-law, or sister-in-law, an Employee who has completed the probationary period shall be allowed time off with pay for the number of hours he/she is regularly scheduled to work at his/her regular straight time rate to attend the memorial service provided the memorial service is scheduled on the Employee's regular work day. In no event is payment under this provision to exceed one (1) regular shift at the Employee's regular straight time rate of pay.

#### Section 3.

There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

#### Section 4.

An Employee may be permitted to use vacation leave or may be granted leave without pay with approval of the Director, which shall not be unreasonable denied.

### **ARTICLE XII: JURY DUTY**

#### Section 1.

The Employer agrees to compensate all bargaining unit Employees who have completed their probationary period the difference between the wages they would have received at their regular straight-time rate and the compensation they actually receive while serving as a juror for all time lost from their regular working hours. This provision shall not apply if an Employee volunteers for jury duty. The Employee must submit a copy of his/her jury duty pay slip. In order to receive jury duty pay, the receipt of a subpoena or notice to report for jury duty must be submitted immediately to the Agency. The Agency may request that the Employee be excused from such jury duty. Employees are expected to return to work on those days when jury is not in session.

### **ARTICLE XIII: MILITARY LEAVE**

#### Section 1.

Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law. Employees may opt to use vacation time and/or floating personal holidays during Military Leave.

## ARTICLE XIV: SENIORITY

### Section 1.

Bargaining Unit Seniority is defined as the length of time an Employee has been continuously employed in any bargaining unit capacity by the Employer.

### Section 2.

Classification Seniority - is defined as the length of time an Employee has been continuously employed in a specific job classification.

### Section 3. Accrual

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her most recent hiring.

Bargaining unit seniority and classification seniority shall accrue:

- (1) during a continuous authorized leave of absence without pay for no more than six (6) months provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence;
  - (2) during an authorized leave of absence without pay;
  - (3) during a period of continuous lay off not to exceed the lesser of one (1) year or the length of an Employee's continuous employment;
  - (4) if the Employee is recalled into employment during a sick leave up to six (6) months; or
  - (5) during the length of disability due to an on-the-job injury up to twelve (12) months.
- (c) Part-time Employees who regularly work forty (40) or more hours per month shall accrue seniority as set forth in (a) and (b) above on a pro-rata basis. If a part-time Employee has accumulated more full-time equivalent seniority than a full-time Employee, the part-time Employee shall be considered to have greater seniority as it applies to the terms of this Agreement.
- (d) A temporary Employee shall have no seniority during the time he/she occupies his/her status of temporary Employee. Should any such Employee become a regular, non-temporary Employee, seniority shall be retroactive to the date the Employee was recently hired as a temporary Employee.

#### Section 4. Loss of Seniority.

Seniority shall be broken when an Employee:

- (a) quits resigns or takes a job elsewhere, when his/her regular work is available at the Employer;
- (b) is discharged for cause
- (c) is laid off for a period of one (1) year or a period exceeding the length of the Employee's continuous service, whichever is less;
- (d) fails to report for work following recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged within five (5) working days after being notified by telegram or by certified mail at the last address supplied in writing to the Employer. Such notification shall also be sent to the Union;
- (e) fails to return following the end of a leave of absence, vacation or sick leave unless the Employee presents a reasonable excuse to the Employer;
- (f) is gainfully employed by another Employer during a leave of absence, except for Military duty;
- (g) fails to return following disciplinary suspension; or
- (h) is absent for forty-eight (48) consecutive hours without notifying the Employer, unless the Employee presents a reasonable excuse to the Employer.

### **ARTICLE XV: PROMOTION AND TRANSFER**

#### Section 1.

Promotion is defined as advancement in any position in the bargaining unit. When a vacancy occurs within the bargaining unit, Employees bidding for the position shall be considered on the basis of their bargaining unit seniority, as long as he/she meets the qualifications for the vacant position as outlined in the job description and can demonstrate within the forty-five (45) day probationary period that he/she can perform the job satisfactorily.

#### Section 2.

An Employee who is promoted shall not be required to serve a probationary period in his/her new position in excess of forty-five (45) days. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without loss of seniority or other benefits. An Employee shall not exercise his/her promotional opportunity more than once in six (6) months. In the event a part-time Employee who has successfully completed his/her probationary period becomes a full-time Employee in the same job classification, it shall not be considered a promotion and no additional probationary period shall be required. An Employee will be prohibited

from using any leave time (except for sick time) within the first ninety (90) days of their appointment to a full-time position within the same job classification.

Section 3.

All vacancies shall be posted on Union bulletin boards at each site for at least ten (10) days, listing qualifications, job rate and job site.

Section 4.

The Employer shall not hire outside of the bargaining unit, including as provided in the Hiring provision of this Agreement, except where no qualified internal applicants exist.

Section 5.

For all Employees hired prior to the Spring 1986 reorganization, when an Employee is transferred or promoted, such Employee shall be paid the rate of the job to which he/she has been transferred or promoted but in no event shall an Employee's rate of pay be decreased.

Section 6.

All benefits shall continue during any probationary period required under this Article.

Section 7.

The Employer has the exclusive right to determine the qualifications for Employees for promotional purposes as described in the job description.

## **ARTICLE XVI: LAYOFF AND RECALL**

Section 1.

If it becomes necessary to reduce the Employer's work force, the following shall apply:

- (a) Reduction in force shall be by job classification and the full-time or part-time nature of the layoff required;
- (b) Non-bargaining unit Employees within the classification shall be the first ones laid off; temporary Employees with the classification shall be the next ones laid off;
- (c) After temporary Employees, probationary Employees shall be next laid off;
- (d) After temporary Employees non-probationary Employees shall be laid off next in inverse order of their classification seniority.

## Section 2.

In the event an Employee is given written notice delivered to the Employee at the job site to be laid off, he/she may within two (2) days of receiving said notice either bid for a posted vacant position or bump on the basis of bargaining unit seniority into a position previously held and successfully performed beyond the probationary period.

## Section 3.

In the event an Employee is unable to secure a position through the exercise of either of the above two (2) options, he/she may within two (2) days of receiving such notice bump on the basis of bargaining unit seniority into any position in an equal or lower pay grade in which he/she meets the qualifications for the position and can demonstrate, within a forty-five (45) day period, that he/she can perform the job satisfactorily.

## Section 4.

Any Employee bumped as a result of the above shall himself/herself have the opportunity to exercise the above options in the order and manner stated. Any subsequent bumping shall be on the same basis. However, no more than three (3) bumps shall take place for each Employee initially laid off.

## Section 5.

All delegates of the Union under this Agreement shall head the bargaining unit and classification seniority lists for the duration for their term of office. At the expiration of their term of office, or removal or resignation, they shall return to their regular seniority standing. Such superseniority rights shall apply only in cases of layoff and recall.

## Section 6.

In the event an Employee is laid off he/she shall receive full payment for earned, but unused, vacation.

## Section 7.

Whenever a vacancy occurs in a job classification, Employees in that classification shall be recalled as follows:

- (a) Employees who are on layoff from that classification, or who have transferred or taken a job in another classification, shall be recalled in the inverse order of their layoff; and
- (b) Employees laid off from other classifications shall be recalled based on bargaining unit seniority to any position in which he/she meets the qualifications as outlined in the job description.

Section 8.

All Employees shall be given two (2) weeks' notice of layoff, except due to an emergency beyond the control of the Employer. Probationary and temporary Employees need not be given two (2) weeks' notice prior to layoff.

**ARTICLE XVII: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

Section 1.

No solicitation of whatever nature on behalf of the Union shall be conducted on Agency premises without first obtaining the permission of the Employer. There shall be no solicitation of fellow Employees or distribution of literature of any nature in client or care areas at any time.

Section 2.

Representatives of the Union, after first reporting and receiving permission of the Director of his/her duly authorized representative, shall have reasonable access to the Employer's premises for purposes of administering this Agreement.

Section 3.

The Employer will provide bulletin board space in the staff sleepover room for the exclusive use of the Union for the purpose of posting proper Union notices. There shall be no other general distribution, posting by Employees of pamphlets, advertising of political matters, notices or other kind of literature upon the Employer premises, including the various houses.

Section 4.

Whenever a Union delegate finds it necessary to leave his/her assigned house to go into another house to administer the contract, he/she must receive the permission of the Director or his/her designee to leave the house in which he/she works and to visit the house desired. Such visits shall not interfere with the operation of the Agency or client programs and efforts will be made to conduct such visits Monday through Friday. It is understood that no Union activity, visitation, etc., shall interfere with client care or programs. Approval of the Director will not unreasonably be withheld.

Section 5.

A Union delegate who wishes to attend the regular delegate assembly must notify the Employer's Director or his/her delegate in writing at least ten (10) calendar days prior to the specific meeting. Such approval will not unreasonable be withheld. Release time to attend the delegate assembly shall not be paid time.

Section 6.

The Union will provide the Employer with an official list of elected Union delegates. Employees claiming to be delegates and not appearing on this list will not be excused to attend Union business.

Section 7.

Delegates shall be granted two (2) days off per contract year with straight time pay to attend Union seminars and /or training.

**ARTICLE XVIII: GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1.

A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation or any alleged breach thereof, including Article V, and shall be processed and disposed of in the following manner:

- Step 1 - An Employee having a grievance and/or his Union delegate or other representative shall take it up with his/her immediate Supervisor within seven (7) working days after its occurrence, in an attempt to effect a satisfactory settlement. The Employer shall give its answer to the Employee and his/her Union delegate or other representative within seven (7) calendar days after the presentation of the grievance in Step 1.
- Step 2 - If the grievance is not settled in Step 1 the grievance may, within five (5) working days after the answer in Step 1, or any discharge or suspension grievance, be presented by the Union in Step 2. When grievances are presented in Step 2 they shall be reduced to writing and presented to the Executive Director or designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within seven (7) calendar days after its presentation.

Section 2. Effect of Failure to Appeal.

Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.

Section 3. Effect of Settlement.

This disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of an arbitrator by agreement between the Employer and the Union shall be final and binding upon the Employee. Employees or persons who are involved affected thereby.

Section 4. Disciplinary Meetings and Grievance Hearings.

An Employee shall have the right to have a delegate or other representative of the Union present at all disciplinary meetings. Unless otherwise waived, all grievance hearings shall be scheduled within five (5) working days of the presentation of the grievance.

#### Section 5.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

#### Section 6.

A grievance which affects a majority or class of Employees, and which the Employer representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Union representative.

#### Section 7.

The Union delegate and the designated Union official shall be notified by the Employer within twenty-four (24) hours following any suspension or discharge. In no event shall an Employee be suspended for a period in excess of forty (40) hours.

#### Section 8. Arbitration.

A grievance which has not been resolved may, within thirty (30) working days after completion of Step 2 of the grievance procedure, be referred for arbitration by the Union upon written notice to the Employer and the American Arbitration Association by registered mail. An arbitrator will be selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

#### Section 9. Expenses.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

#### Section 10. Effect of Decision.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employee(s).

#### Section 11.

The arbitrator shall have jurisdiction only over the dispute arising out of the grievance and she/her shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

#### Section 12. Retroactivity.

Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step 1 of the Grievance procedure except if the grievance concerns an error in the Employee's rate of pay. The proper rate shall be applied retroactive to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the

Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claimed.

## **ARTICLE XIX: TRAINING AND UPGRADING FUND**

### **Section 1.**

- (a) Effective May 1, 1987, the Employer shall contribute to Philadelphia

Hospital and Health Care - District 1199C Training and Upgrading Fund, and shall make monthly payments based upon the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be made no later than the 30<sup>th</sup> of August.

Effective July 1, 1992, the Employer agrees to contribute to the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund, monthly, a sum equal to one and one-half percent (1 1/2%) of gross pay.

The contribution shall be based upon the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during their probationary period following the beginning of their Employment. Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders; and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as maybe available from public or other private sources. In addition, the Trustees shall seek community cooperation in such program.

- (b) The Training and Upgrading Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.
- (c) An independent audit of the Training and Upgrading Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

## ARTICLE XX: HIRING

### Section 1.

It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs in the Agency, it is therefore agreed:

- (a) The Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies.
- (b) The Employer shall notify the Union's Employment Services of all bargaining unit job vacancies and shall afford the Service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.
- (c) The Employment Service shall be administered by the Union and the cost of operating the Service shall be borne by the Union.
- (d) Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion. The Employer also retains the right to hire applicants from other sources in the event the Employment Service does not refer qualified applicants within such forty-eight (48) hour period or in the event the Employer, in its sole discretion, has determined that such referred applicants are not best qualified for the open vacancies.
- (e) The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of clients.
- (f) Hiring decisions of the Employer shall not be subject to the grievance and/or arbitration provisions of this Agreement. However, whether the agency timely provided notice to the Union's Employment Service pursuant to Section 1 (a), (b) and (e) shall be subject to the grievance and/or arbitration procedures of the Agreement.

### Section 2.

The Employer shall make every attempt to fill all full-time slots within sixty (60) days of their initial vacancy. In no event shall the vacancy exist beyond ninety (90) days.

## ARTICLE XXI: HOURS OF WORK

### Section 1.

The regular work week for all full-time Employees shall consist of forty (40) hours per week.

### Section 2.

Nothing in this Agreement shall be construed as a guaranteed work day or week. Reduction of hours shall be based on seniority in accordance with the layoff and recall provisions of this Agreement.

Section 3. Change in Starting Time.

In the event the Employer wishes to permanently change an Employee's regular starting time, the Employer shall notify the Employee of such change no less than two (2) weeks in advance. In the event that the Employer wishes to temporarily change an Employee's starting time due to some bona-fide emergency or other condition beyond the Employer's control or to meet an unanticipated client program need, no advance notice is necessary but the Employer will attempt to notify the Employee as far in advance as possible. This provision shall not apply to probationary Employees. It is understood that Employees may not be available to report if less than twenty-four (24) hours notice is given. Under such circumstances Employees shall not suffer any loss. Even if twenty-four (24) hours notice or more is given, it is understood that Employees may not be available for coverage and the Employer shall arrange for alternative coverage.

Section 4. Reporting Time.

An Employee who reports for work at the start of his/her regularly assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of three (3) hours pay at the regular rate of pay or they may be assigned other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an act of God or due to the Employer's failure to communicate with the Agency.

Section 5.

Required staff meetings shall be scheduled as part of the forty (40) hour work week.

**ARTICLE XXII: OVERTIME**

Section 1.

Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in any regular work week when such excess hours have been authorized by the Director or his/her designee. Employees may opt to take compensatory time off at this rate with the scheduling mutually agreed upon with the Employer, provided that such compensatory time is taken within the pay period in which it is accrued.

Section 2.

Overtime shall be computed in thirty (30) minute intervals.

Section 3.

The Employer recognizes that there may be instances during a sleep-over where prior-approval cannot be obtained. In such cases, overtime will not be unreasonably denied provided that where a pattern of such overtime develops, the Employer and the Employee discuss the client needs necessitating such awake time. After exhausting part-time coverage, if and when overtime is authorized by a supervisor, assignments of overtime shall be offered to the Employees where the overtime situation exists on a rotating basis as follows, in accordance with bargaining unit seniority whenever possible, as long as it does not interfere with client care. In order to fill shifts in a timely

manner, the Employer will generate a list every quarter indicating Employees wishing to be called for overtime, Employees may choose to add or drop their name in writing at anytime.

- (a) Full-time Employees regularly scheduled in that house;
- (b) Part-time Employees who consistently fill a specific slot on the schedule in that house;
- (c) Part-time Employees who have previously worked in that house;
- (d) Any other full-time Employee; and
- (e) Rest of part-time staff.

#### Section 4.

If an Employee is temporarily assigned to work in a higher classification, she/he shall receive that rate of pay for such higher classification for the hours he/she so works. However, if any Employee is assigned to work in lower classification, he/she shall nevertheless be paid his/her regular rate of pay. However, all substitute and relief hours shall be paid at the Employee's regular rate of pay and his/her duties during such time shall be those regular duties which he/she normally performs.

#### Section 5.

Employees shall be paid for mandatory in-service meetings and orientations.

#### Section 6.

Program supervisors who are required to carry a beeper on a rotating basis every seventh (7<sup>th</sup>) weekend shall be compensated for time worked in making or answering any calls relating to medication problems in accordance with the overtime provisions of this Article. Should a program supervisor be required to carry a beeper on additional weekend occasions, they shall be compensated with fifty dollars (\$50.00). The rate for recognized holidays shall be twenty-two dollars (\$22.00).

#### Section 7. Double Coverage.

Where double coverage is required in an individual's program plan, if the Employer fails to provide coverage with prior notice of forty eight (48) hours Employees working alone where ordinarily there would be double coverage during those hours will be paid one and one-half (1 1/2) times their hourly rate for all hours worked alone. If the requirement (as identified in an individual's program plan) arises at other sites, the Union will be notified.

#### Section 8. Breaks.

Persons working a double shift will be given a one (1) hour break between shifts, with pay, while double coverage is available.

## ARTICLE XXIII: WAGES

### Section 1.

- (a) Effective September 26, 2008, all full-time Employees shall receive a one-time bonus of two hundred and seventeen dollars (\$217.00) paid in a separate check.
- (b) Effective September 26, 2008, all part-time Employees shall receive a one-time bonus of four hundred and thirty three dollars (\$433.00) paid in a separate check.
- (c) Wages shall be negotiated annually prior to June 30, 2009, June 30, 2010 and June 30, 2011, with the right to strike and lockout.
- (d) If Philadelphia County obtains and allocates Recruitment and Retention Resources, a portion of same will be added along to direct care Employees as a wage increase and other recruitment and retention enhancements as defined the State/County offices.

### Section 2.

Employees presently above eleven dollars and five cents (\$11.05) per hour should be frozen. They shall be paid the across-the-board increase in a lump sum.

### Section 3.

Employees shall continue to receive their paycheck every two (2) weeks.

### Section 4.

The Employer will make every effort to make all pay adjustments with the following pay period.

### Section 5.

- (a) In the event a new classification is established or an existing classification substantially changed, the Employer will develop an appropriate hourly rate to propose to the Union.
- (b) The Employer shall provide the Union with a written job description of the new or changed classification which shall describe the job contents sufficiently to identify the new duties.
- (c) Upon receipt of the job description, the Union may meet with the Employer to discuss the new or changed classification and the assignment of a pay rate. If the parties are unable to agree to a rate for the job, the rate for the job may be submitted through the grievance procedure.

Section 6.

The single sleepover rate shall increase to Seventeen dollars and fifty cents (\$17.50) a night.

Section 7.

An Employee's rate of pay will not be decreased unless the Employee agrees to a voluntary deduction.

**ARTICLE XXIV: UNPAID LEAVE**

Section 1. Child-Rearing Leave of Absence.

The Employer shall abide by the Family and Medical Leave Act in effect at the time the Employee uses such leave.

Section 2. Other Leaves of Absence.

Leave of absence without pay for education and personal leave for a period of up to six (6) months requested in writing one (1) month in advance will not be unreasonable denied by Employer. Employees will be granted time off for military leaves of absence in accordance with applicable law.

Section 3. Medical/Disability Leave.

Employees shall be entitled to a leave of absence up to six (6) months for medical and/or disability purposes provided the Employee provides the Employer with a physician certificate as described in Section 5. The Employer shall abide by the Family and Medical Leave Act in effect at the time the Employee uses such leave.

Section 4.

Leave requests must be submitted in writing to the Executive Director or his/her designee one (1) month in advance of the expected starting date whenever possible or as soon thereafter as is possible, and must specify the reason for the leave, the requested beginning of the leave, and the anticipated return from leave date.

Section 5.

The Employer shall abide by the Family and Medical Leave Act in effect at the time the Employee uses such leave. In the case of medical or disability leave, including childbirth, the Employee must present a physician certificate one (1) month prior to leave when possible, or as soon thereafter as possible, stating that such illness, injury or disability prevents him/her from working for the anticipated length of leave. An Employee returning from a medical or disability leave must provide medical verification that he/she is able to resume full work activities without endangering his/her health and that neither the quantity nor quality of the work will be diminished.

#### Section 6. Union Business.

A leave of absence for a period not to exceed one (1) year shall be granted to any employee with at least one (1) year's seniority in order to accept a full-time position with the Union. Such leave shall continue throughout the period of service with the Union without loss of seniority. Members of the Union, not to exceed three (3) in number, elected or appointed to attend a function of the Union shall be granted time off without pay to attend such functions, provided the Employees give the Employer one (1) month's written notice when possible, two (2) weeks' notice minimum, and no more than two (2) Employees are from the same house. The above three (3) member limitation shall be increased to eight (8) for contract negotiation purposes with respect to this Agreement.

#### Section 7.

An Employee must give the Executive Director one (1) month notice when possible or as soon thereafter as is possible of his/her date of return from all leaves of absence, unless such notice cannot reasonably be given in which case a minimum of three (3) weeks notice shall be given. An Employee will return to work when their leave is over. This date will be determined when the leave is granted and before a leave begins. If an Employee wishes to return to work earlier, the Employee must give the Employer one (1) month notice when possible, or as soon thereafter as is possible. If an Employee does not return to work on the date his/her leave of absence is completed, the Employer may assume that the Employee has voluntarily resigned, unless the presenting circumstances are beyond the control of the Employee, with the appropriate verification. If an Employee does not return to work when his/her leave of absence is completed, the Employee will have no rights under this agreement and under those circumstances.

#### Section 8.

When a leave of absence without pay is granted for any of the reasons listed above, the Employer will return the Employee to his/her original job, provided the Employee returns within the specified time limits and has given the required notice, when possible, and/or verification. In the event no such position exists, the Employee's return shall be subject to the layoff and recall provisions of this Agreement and he/she may exercise bumping rights as provided herein.

#### Section 9.

When an Employee returns to employment from a leave of absence as required by this Agreement, he/she shall receive his/her former rate of pay plus any adjustments that may have been made during such leave.

#### Section 10.

Employer shall be responsible to pay for medical benefits for persons on voluntary unpaid leave for a period of thirty (30) days. Persons on medical leave will continue to receive medical benefits for up to six (6) months.

#### Section 11.

An Employee who has been accepted for training under the Philadelphia Hospital and Health Care - District 1199C Training and Upgrading Fund shall be given an unpaid leave up to and including

the final day of training. The trainee-Employee may return to last position held any time within the two (2) year period within one (1) week after leaving the training program. A trainee-Employee who successfully completes the Training and Upgrading program will be returned to a higher position, of which he/she is trained for, within the Employer if such higher position is available or to the last position held and be upgraded to the higher position trained for when a vacancy occurs, if he/she returns within one (1) week.

## ARTICLE XXV: VACATION

### Section 1.

Full-time Employees shall be entitled to paid vacation upon completion of their probationary period, in accordance with the following schedule.

<u>Continuous Length of Service</u>	<u>Vacation</u>
After 1 Year	80 Hours
After 2 Years	88 Hours
After 3 Years	96 Hours
After 4 Years	112 Hours
Each Additional Year	Add 16 additional hours up to a maximum of 184 hours per year*

\*Employees who, as of July 1, 1988, have already earned more than 184 hours of vacation shall receive whatever vacation they have earned as of July 1, 1988, but will not accumulate any additional vacation.

### Section 2.

All vacations will be scheduled and granted for periods of time requested by the Employee subject to management's responsibility to facilitate the smooth and orderly operation of the Agency, and in no event shall be less than four (4) hours. If the nature of the work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the greatest seniority, based on rotating bargaining unit seniority of those employed at each site, shall be given his/her choice of vacation periods in the event of any conflict in selection. The number of Employees on vacation at one time shall be at the discretion of the Employer.

### Section 3.

Vacation pay shall be the Employee's regular rate of pay.

Section 4.

Upon completion of the probationary period, Employees shall be entitled to six point sixty-six (6.66) hours per month retroactive to their date of hire.

Section 5.

Employees who resign and provide two (2) weeks' notice or who are terminated or laid off shall be paid for all earned vacation time.

Section 6.

An Employee who does not take all of his/her earned vacation may carry over up to forty (40) hours into the following anniversary date. An Employee has the option to buy back up to eighty (80) hours, but must always have a balance of forty (40) hours of vacation time. The request to buy back vacation time must be submitted for approval three (3) weeks in advance of their anniversary date.

Section 7.

Vacation requests shall be made three (3) weeks in advance on the leave request form provided by the Employer. All vacation requests shall be answered by the Employer within five (5) working days. The Employer reserves the right to request advance notice of four (4) weeks for requests of leave surrounding the holidays of Thanksgiving, Christmas and New Year's Day.

Section 8.

Additionally, the Employer shall make every effort to make available vacation checks prior to the commencement of vacation, as long as written request is made to the fiscal coordinator ten (10) days prior to the pay day immediately preceding the vacation and the request is for not less than forty (40) hours.

Section 9.

Vacation accrual will be based upon an Employee's anniversary date and anniversary year,

**ARTICLE XXVI: HOLIDAYS AND PERSONAL DAYS**

Section 1.

New Year's Day, Martin Luther King's Birthday (to be celebrated on the same day as celebrated by the Federal Government), President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas Day shall be paid holidays. Each regular full-time Employee not scheduled to work on any such holiday shall be paid the number of hours he/she is regularly scheduled to work at his/her regular straight time rate of pay, provided that:

- (a) Such Employee has satisfactorily completed his probationary period preceding the holiday involved; and
- (b) Such Employee works his/her entire scheduled work day immediately preceding and immediately following the holiday, except for absence approved by the Employer.

An Employee working on New Year's Day, Martin Luther King's Birthday, President's Day Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half of their regular hourly rates for all hours actually worked on those days. It is the intent of this Section to pay premium time only for hours worked on the above holidays and not for hours worked on the day the holiday is celebrated. The Employer at his/her option shall give the Employee another day off with pay at his/her regular straight time rate within thirty (30) days after the holiday or pay in lieu thereof.

Recognizing that the Agency operates every day of the year and that it is not possible for all Employees to be off on the same day, the Agency shall have the right at its sole discretion to require any Employee to work on any of the nationally recognized holidays; however, the Agency agrees to make a reasonable effort to distribute holidays on an equitable basis in accordance with the part-time scheduling provision in Article VIII.

#### Section 2.

An Employee working on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half of their regular hourly rates for all hours actually worked on those days. It is the intent of this Section to pay premium time only for hours worked on the above holidays and not for hours worked on the day the holiday is celebrated. The Employer at its option shall give the Employee another day off with pay at his regular straight time rate within thirty (30) days after the holiday or pay in lieu thereof.

#### Section 3.

Recognizing that the Agency operates every day of the year and it is not possible for all Employees to be off on the same day, the Agency shall have the right at its sole discretion to require any Employee to work on any of the nationally recognized holidays; however, the Agency agrees to make a reasonable effort to distribute holidays off on an equitable basis. Employees may arrange for coverage in accordance with the part-time scheduling provision, Article VIII, as long as such arrangement does not place an Employee in an overtime situation unless approved by the supervisor. In such case, three (3) weeks of notice will be required. Employees shall contact the Executive Director's office to obtain the names and contact numbers of the top five (5) part-time available Employees. The Employee shall be responsible to arrange coverage and confirm such to the Executive Director or designee upon confirmation for relief coverage. The Employee providing the coverage shall also confirm such coverage.

#### Section 4.

Each regular full-time Employee may request and be granted three (3) personal holidays of their choice, provided ten (10) days' advance notice is given and there is no conflict with the work schedule of the house. Requests for emergency time will not be unreasonably denied. Each regular full-time Employee shall be paid the number of hours he/she is regularly scheduled to work at his/her regular straight time rate provided that:

- (a) Such Employee has satisfactorily completed his/her probationary period preceding the holiday involved; and

- (b) Such Employee worked his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday except for absence approved by the Employer.

#### Section 5.

It is recognized that KenCCID will not be held responsible for any violations of this Agreement that may arise out of this section. However, should such violations occur more than once as a result of any individual Employee's action, such Employee may be prohibited from exercising this arrangement without the consent of the bargaining unit.

### **ARTICLE XXVII: HEALTH AND WELFARE**

#### Section 1. Medical Insurance.

The Employer shall continue to provide full family coverage to those Employees currently receiving such benefits, and single coverage plus fifty percent (50%) toward family coverage for all other Employees receiving health benefits.

- (a) Effective July 1, 2008, and until June 30, 2009, medical benefits, and payments will remain the same. KenCCID, the Employer shall continue to pay one hundred percent (100%) of single full-time Employees and fifty percent (50%) of all dependants of full-time Employees until June 30, 2009. All newly hired full-time Employees shall receive single coverage plus twenty-five percent (25%) towards family coverage. KenCCID shall pay for the current increases in health and dental benefits premiums for Employees as indicated below:
- (b) Effective July 1, 2008, Health Insurance Benefits will increase as follows: (i) single - no change;
- (ii) w/child - from \$84.09 to \$92.64, an increase of \$8.55 (bi-weekly);
- (iii) w/children - from \$84.09 to \$92.64, an increase of \$8.55 (bi-weekly);
- (iv) w/spouse - from \$135.17 to \$148.76 an increase of \$13.59 (biweekly);  
and
- (v) w/family - from \$203.78 to \$224.58, an increase of \$20.80 (bi-weekly).
- (c) Health and Welfare shall be negotiated annually prior to June 30<sup>th</sup>, 2009, June 30, 2010 and June 30, 2011, with the right to strike and lockout.

#### Section 2.

Persons with double coverage may opt out of the Employer's coverage. If they opt out they will receive seventy dollars (\$70.00) per month in a separate check. Should their circumstances change he/she will be able to opt back into the Employer's plan on an emergency basis.

### Section 3. Life Insurance and Long-Term Disability

The life and disability benefit which is currently in effect shall remain in effect for full-time Employees and be paid for by the Employer. Such benefit shall equal, at least, one and one half (1 ½) times the Employee's annual salary rounded to the next one thousand dollars (\$1000.00). Disability payments shall commence on the thirtieth (30<sup>th</sup>) calendar day of disability.

### Section 4.

Employer agrees to maintain a pension plan for all Employees.

## **ARTICLE XXVIII: MISCELLANEOUS**

### Section 1.

Actual expenses for meals, registration or admission fees incurred by an Employee while officially representing the Agency at an authorized function or in carrying out the regular program of the Agency will be reimbursed by the Agency. Authorization to incur such expenses must be secured in advance from the executive director or designee.

Expenses of Employees for attending conferences and institutes as official representatives of the Agency for participating on national committees may be partially or totally paid by the Agency. Authorization to incur such expenses must be granted by the Executive Director in advance of incurring such expenses.

### Section 2.

Transportation costs incurred in the normal performance of Agency business by an Employee shall be reimbursed as follows:

- (a) Public transportation - actual costs of least expensive type available upon presentation or receipt
- (b) Reimbursement for automobile expenses incurred in the normal performance of Agency business will be reimbursed, mileage will be reimbursed at the IRS rate.
- (c) If an employee uses his/her personal automobile for Agency business she/he must submit a copy of liability insurance coverage to the Executive Director.

### Section 3.

Bargaining unit work shall only be performed by bargaining unit Employees, except in emergency situations. Non-bargaining unit Employees shall not be utilized to circumvent the contract.

### Section 4.

The past practice of providing free meals to all staff working through meal times shall continue.

Section 5.

An Employee may inspect the contents of his/her personnel file under the following terms and conditions:

- (a) He/She must make arrangements with the Director or designee;
- (b) He/She will not be paid for the time spent in excess of fifteen (15) minutes inspecting the file unless said inspection is at the Employer's request;
- (c) Nothing may be removed from the file; and
- (d) Nothing may be written by the Employee on any papers in the file.

The Employee is entitled to submit in writing for the file a response noting objection to any material contained therein. The Employee shall be given a copy of any document placed in his/her personnel file which relates to disciplinary actions or evaluations or any other document specifically requested by the Employee.

Section 6.

Employees may inspect their personnel file. All minor infractions as reasonably construed by the parties shall be cleared after nine (9) months, provided that the nine (9) months are free from infractions.

Section 7.

Evaluations shall not be subject to the grievance procedure. It is understood that evaluations shall not be used for disciplinary purposes or job references. Evaluations will only be used for reference purposes upon written authorization from the Employee.

Section 8.

Within ninety (90) days after the execution of this Agreement, a Union-Management Client Care Committee will be formed to meet bi-monthly for the first six (6) months and quarterly thereafter, to discuss client care-related issues. The committee shall advise the Executive director of such recommendations formulated by the committee. The Executive Director shall respond timely to the committee concerning disposition of such recommendations. The committee shall be comprised of three (3) bargaining unit members and the Union representative and no more than four (4) Management representatives.

Section 9.

The Employer will make provisions for the safety and health of its Employees and clients in accordance with applicable law.

Section 10.

Orientation as determined by the Employer shall be provided to all newly hired staff.

## **ARTICLE XXIX: SUCCESSORS**

### Section 1.

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect.

## **ARTICLE XXX: SEPARABILITY**

### Section 1.

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provisions of such law or regulations, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXXI: MANAGEMENT RIGHTS**

### Section 1.

The management of the Agency and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline or discharge for cause, layoff, promote, transfer and assign its Employees; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the workforce; to establish new job classifications; to organize, discontinue, enlarge or reduce the staffing pattern at a particular facility or house; to assign to transfer Employees to other facilities or houses as may be required; to introduce new or improved facilities or houses or programs; to determine the programmatic direction of the Agency; and to carry out the ordinary and customary functions of management, whether or not possessed or exercised by the Employer prior to the execution of this Agreement. However, such rights shall not be exercised in an arbitrary or capricious manner.

### Section 2.

The Employer may introduce a change in the method or methods of operation or programming, which will produce changes in job duties and reduction in personnel at any facility or community living arrangement. Nothing contained in this Agreement shall prevent the implementation of any program and or work force reductions on any program to be hereafter undertaken by the Employer.

### Section 3.

The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain maximum client care and full efficiency, and the Employer agrees to receive and consider constructive suggestions submitted by the Union towards these objectives.

Section 4.

There shall be no individual agreements between Employees and Employer.

**ARTICLE XXXII: GENERAL**

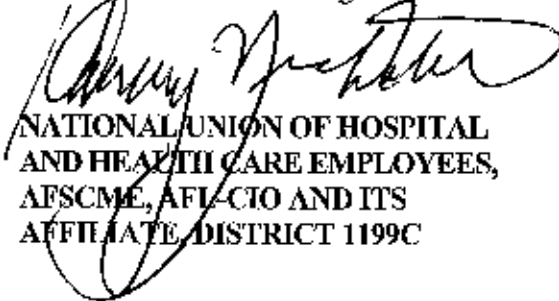
Section 1.


The Employer and the Union acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Most particularly, all of the wages and economic fringe benefits to be received by the Employees in the bargaining unit as set forth were within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXIII: DURATION**

Section 1.

THIS AGREEMENT shall be in full force and effect for the period commencing July 1, 2008 and ending June 30, 2012. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90<sup>th</sup>) day immediately preceding the termination date of this Agreement.

  
NATIONAL UNION OF HOSPITAL  
AND HEALTH CARE EMPLOYEES,  
AFSCME, AFL-CIO AND ITS  
AFFILIATE, DISTRICT 1199C

  
KENSINGTON COMMUNITY  
CORPORATION FOR INDIVIDUAL  
DIGNITY