

ALLEGHENY VALLEY SCHOOL

and

DISTRICT 1199C

COLLECTIVE BARGAINING AGREEMENT

July 1, 2003 - June 30, 2007

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ARTICLE

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1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time House Manager Aides regularly scheduled to work forty (40) hours a week and regular part-time House Manager Aides regularly scheduled to work sixteen (16) hours or more per week, and excluding all supervisors, confidential Employees and temporary Employees.
2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Section I hereof.

**ARTICLE I
RECOGNITION**

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the individuals/clients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to individuals/clients and to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

WITNESSETH:

This AGREEMENT made and entered into this 25th day of June, 2003 between ALLEGHENY VALLEY SCHOOL, SINGLE FAMILY RESIDENCES, Philadelphia PA. called "AVS" or the "Employer", and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AND ITS AFFILIATE DISTRICT 1199C (hereinafter called the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

AGREEMENT

4. An Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union, 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 continued employment.
3. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing as a condition of continued employment.
2. All regular full-time and regular part-time Employees who are regularly scheduled to work sixteen (16) hours or more per week who are hired by AVS after ratification of this Agreement who are not members of the Union shall become members of the Union upon completion of their probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
1. All Employees on the payroll prior to ratification of this Agreement who are members of the Union at the time this Agreement is executed and those whose voluntarily become members of the Union after the date of this Agreement, shall maintain their membership in the Union for the duration of the Agreement as a condition of their employment. These Employees may resign from the Union during the period of ninety (90) days prior to the expiration of this Agreement.

UNION SECURITY

ARTICLE II

4. At the time a new Employee subject to the Agreement is hired, the Employer shall inform said Employee that the Employer recognizes and is in contractual relations with the Union.
3. A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time he/she is hired, or a person who is hired to fill a temporary job or for a special project or to replace an Employee on a leave of absence or vacation. The initial length of a medical leave of absence of the Employee being replaced after consultation and agreement of the Union. Such agreement will not be unreasonably withheld by the Union. Such temporary Employee shall have no seniority rights or other rights under this Agreement except that should any temporary Employee become a regular Employee, seniority shall begin on the date the Employee was hired. Temporary Employees may be disciplined, discharged, laid off, or terminated for any reason at the discretion of the Employer and said discipline, discharge, layoff or termination shall not be subject to the grievance and arbitration provisions of this Agreement.

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 Employer, shall not be required to join and remain a member of the Union as a condition of employment.

Employees who do not sign written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.

Upon thirty (30) days' written notice from the Philadelphia office of the Union, as designated in said notice.

Upon receipt of 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 Employees' pay upon thirty (30) days' written notice from the Union.

ARTICLE III
CHECK-OFF

The Union shall indemnify and save AVS 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 AVS for the purpose of complying with any of this provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of AVS' reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

The Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

- 1.
- 2.
- 3.
- 4.
- 5.

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 first sixty (60) calendar days of employment, the sum

7.

d. Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

c. If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit "B," attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.

b. The Employees shall not have the right, authority or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employees shall be taken to arbitration.

a. Such costs shall include, but not be limited to the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.

6. If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the Employee's behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.

5. Such Employees shall be required, as a condition of continued employment, to remit either Lupus Foundation, 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 in 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 a written authorization in the form annexed hereto as Exhibit "B."

13. Upon receipt of a written Authorization from any Employee in the form annexed hereto as Exhibit "D," the Employer agrees to check-off once a year the sum specified in the said authorization and to remit the same to the Union's Political Action Fund.

12. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

11. The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classifications or work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.

10. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th 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.

9. The Employer shall not be obliged to make dues deduction of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

8. 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 bargaining units, or (c) layoff from work or (d) an 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 Section 1 herof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

specified in said authorization and remit same to the District 1199C Credit Union to the account of said Employee.

1. Procedure. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement on the interpretation, application, performance, termination or any alleged breach thereof, or a dispute underlying a sympathy strike, and shall be processed and disposed of in the following manner:

**ARTICLE V
GRIEVANCE PROCEDURE**

1. The management of AVS and the direction of the working force is vested exclusively with AVS. Except where expressly abridged by a specific provision of this Agreement, AVS retains the sole right to hire, discipline or discharge for just cause, lay off, promote, transfer and assign its Employees; to determine or change the starting and quitting time and number of hours worked and the amount of compulsory overtime to be worked; to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications or change the duties of existing job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer Employees to other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by AVS prior to the execution of this Agreement.
2. AVS may introduce a change in the method or methods of operation which will produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by AVS.
3. The Union, on behalf of the Employees, agrees to cooperate with AVS to attain and maintain maximum individual care and full efficiency.
4. There shall be no individual agreements between Employees and AVS.
5. Nothing herein contained is to be construed to mean that a worker or groups have inherent rights to a particular job.

**ARTICLE IV
MANAGEMENT RIGHTS**

4. Computing Time Limitations. Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

3. Effect of Settlement. The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between AVS and the Union shall be final and binding upon the Employee, Employees, or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by AVS and the Union shall be final and binding upon all Employees and upon any person affected thereby.

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

Step Three: The grievant or the Union will submit the written grievance to the Administrator or his/her designee who shall have five (5) days in which to give his answer. If no satisfactory settlement is reached, the grievance may be appealed to arbitration by the Union upon written notice to Employer and the American Arbitration Association by registered mail within thirty (30) days, of the answer of the Administrator or his/her designee. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

Step Two: The grievance shall be reduced to writing by the grievant or the Union and referred to the Human Resources Manager or his/her authorized representative. The Human Resources Manager or his/her authorized representative shall have five (5) days after receipt of the grievance to give his/her answer. If no satisfactory settlement is reached within five (5) days after the Human Resources Manager's answer, the grievant or the Union may appeal the matter to STEP THREE.

Step One: The Employee or Employees affected shall take the matter up with his/her immediate supervisor within five (5) days of its occurrence, either directly or through a representative of the Union, in an attempt to effect a satisfactory settlement. The supervisor shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Union may, within five (5) days after the supervisor's answer, appeal to STEP TWO.

5. Individual Abuse. In the event of a grievance concerning an Employee's discharge or discipline for reasons related to individual-care abuse, the arbitrator is only empowered to

4. 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 One 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 AVS 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.

3. Expenses. The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

2. Effects of Decision. The decision of the arbitrator shall be final and binding upon AVS, the Union, and the Employees covered by this Agreement.

1. Authority of Arbitrator. The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change, or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon AVS which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

**ARTICLE VI
ARBITRATION**

6. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in STEPS 1 and 2 lacks authority to settle, may initially be presented at STEP 3 by the Union representative, as a class grievance.

5. Suspension/Mischarge. An Employee who has been suspended or discharged shall bypass Steps One and Two of the Grievance Procedure and file his/her grievance directly with the Administrator SFR within five (5) days of the suspension or discharge, provided that a grievance of a suspension pending an investigation must be filed within (5) days of the Employee being notified of the results of the investigation.

1. **No Strikes, Lockouts Work Stoppages, Etc.** Employees shall not engage in any strike, sympathy strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement, or in any way participate in any strike, slowdown, sit down, condone, ratify, lend support, or in any way participate in any strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement. Neither the Employees, the Union, nor any officers, agents, or other representatives of the Union shall directly or indirectly authorize, assist, encourage, or in any way participate in any strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.
2. **No Lockouts.** AVS 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.
3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work, boycott, or other interference with the operation 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 action and return to work immediately;

ARTICLE VII NO STRIKES, LOCKOUTS AND WORK STOPPAGES

6. If the discharge or discipline of an Employee results from conduct relating to an individual and the individual (resident/client) does not appear at the arbitration, the arbitrator shall not consider the failure of the individual to appear as prejudicial.
- make factual determinations and must uphold the discharge or suspension and deny the grievance if he/she finds that the facts relied upon by the Employer are substantially accurate and that individual-care abuse, as defined by AVS policy, actually occurred.

1. An Employee shall complete his/her probationary period after he/she has worked for the Employer for ninety (90) days. A ninety (90) day extension will be granted upon management's request.

PROBATIONARY EMPLOYEES

ARTICLE IX

4. The Employer shall provide one (1) bulletin board at each facility for the exclusive use of the Union for the purpose of posting Union notices. Such bulletin board shall be placed conspicuously and at places readily accessible to Employees in the course of employment.

3. When a delegate finds it necessary to enter a facility of the Employer in the course of performance of required duties as a delegate, he/she shall first notify the Administrator of the SFR Program and receive permission. Such business shall not interfere with the operation of the Employer. Such permission will not be unreasonably denied.

2. Work schedules of Employees elected as Union delegates shall be adjusted to permit attendance at regular delegate assembly meetings provided that the Employer's operations shall not be impaired and provided further that at least fourteen (14) calendar days' advance notice is given to the Employer.

1. The Employer agrees that representatives of the Union, who may be local, district or national representatives, after first notifying the Administrator of the SFR Program or his/her designee, and after receiving permission, shall have reasonable access to all areas where Employees work except the individuals' living areas, on the premises of the Employer at any time during working hours to conduct Union business relative to the application or interpretation of this Agreement. Such permission will not be unreasonably denied. It is understood that such activity may not interfere with the care of the individual(s) or interfere with the individual's/client's rights.

UNION ACTIVITY, ACCESS TO FACILITY AND BULLETIN BOARD

ARTICLE VIII

- d. Post notices at Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity by Employer.

1. Definition.

**ARTICLE XI
SENIORITY**

4. Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event it utilizes the service and the Employment Service does not refer qualified applicants within said twenty-four (24) hour period.

3. The Employment Service shall be administered by the Union and the costs of operating the service shall be borne by the Union.

2. If the Employer decides to utilize the Union's Employment Service, the Employer shall notify the Union's Employment Service of all bargaining unit job and training position vacancies and shall afford the service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

1. The Employer may utilize the Union's Employment Service for the recruitment and referral of qualified Human Resources for Employer bargaining unit job vacancies and training positions.

**ARTICLE X
HIRING**

3. If at any time during an Employee's probationary period, he/she is disciplined, suspended or discharged by the Employer for any reason, such discipline, suspension or discharge shall not be subject to the grievance and/or arbitration provisions of this Agreement.

2. If an Employee is absent for any reason during his/her probationary period, the number of days he/she has been absent shall be added to the ninety (90) day eligibility period and he/she shall not complete his/her probationary period until an equivalent amount of days has been worked.

- (b) fails to report to work following a 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 mail at the last address in AVS' records;
- (a) quits, retires, resigns or is discharged for just cause;

3. Loss of Seniority. Seniority shall be lost when an Employee:

- (d) Part-time Employees who are regularly scheduled to work sixteen (16) hours per week or more shall accrue seniority as set forth in (a), (b), and (c) above on a pro rata basis of one-half (1/2) of a full-time Employee. 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.
- (c) A temporary Employee shall have no seniority during the time he/she occupies this status of temporary Employee. Should any temporary Employee become a regular Employee, seniority shall begin on the date the Employee was hired as a regular Employee.
- (b) Bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence without pay, during paid leave or leave for Union business provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence. Bargaining unit seniority and classification seniority shall accrue during a period of continuous layoff not to exceed twelve (12) months.
- (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 last hire.

2. Accrual.

- (b) Classification seniority is defined as the length of time an Employee has been continuously employed as a house manager aide.
- (c) Location seniority is defined as the length of time an Employee has been continuously employed at a particular home owned or leased by AVS as a regular Employee.

1. Reduction in force shall be by job classification, using job classification seniority.
 2. Probationary Employees within the job classification shall be the first affected, then temporary Employees within the job classification.
 3. After probationary Employees and temporary Employees, job classification seniority shall apply.
- If it becomes necessary to reduce Employer's work force, the following shall apply:

ARTICLE XII LAYOFF

4. The Employer shall provide the Union with an updated seniority list on an annual basis. That list shall be posted on all Union bulletin boards.
 5. Location seniority shall be used for purposes of vacation preference.
- (a) is absent for any reason for a period that exceeds an appropriate leave of absence.
 - (b) fails to return following a disciplinary suspension;
 - (c) is employed by another employer during a leave of absence, except for military duty or part-time work which does not conflict with hours of work at AVS;
 - (d) fails to return following the end of a leave of absence, vacation or medical leave, unless the Employee presents an excuse acceptable to AVS;
 - (e) is laid off for a period of twelve (12) months or a period exceeding the length of the Employee's continuous service, whichever is less;
 - (f) uses a leave of absence for reasons other than for the reason that the leave was approved for;
 - (g) is absent for three (3) consecutive working days without notifying AVS, unless the Employee presents an excuse acceptable to AVS;

3. For lateness of up to seven and one-half (7-1/2) minutes an Employee shall not be docked. Employees shall be docked for lateness of more than seven and one-half (7-1/2) minutes. However, Employees can be disciplined for any lateness, even lateness of less than seven and one-half (7-1/2) minutes.
2. Meal periods may be taken only if another staff person is available to relieve the Employee from duty. If the meal period cannot be taken in accordance with the first sentence, the meal period will be paid, provided the manager is notified in advance and approves working through the meal period. Meal periods may not be taken in areas where other staff are working. If the Employer does not provide a place in which Employees can eat in private, then Employees may eat privately in the house and ask any resident who enters the area to leave while the Employee eats. Sleeping is not permitted at any time on AVS property.
1. The minimum regular work day for all regular full time Employees in the bargaining unit shall consist of eight and one-half (8-1/2) hours per day, which includes a thirty (30) minute unpaid meal period.

HOURS OF WORK ARTICLE XIV

2. Probationary and temporary Employees who have been laid off have no recall privileges.
1. Employees laid off shall be recalled by job classification seniority in the reverse order of their layoff.

RECALL ARTICLE XIII

5. If a part-time Employee (as defined in this Agreement) has greater full-time equivalent seniority than a full-time Employee in the same classification who is laid off, the part-time Employee must be willing to accept full-time employment to continue working.
4. For purposes of layoff and recall only, Union delegates shall have superseniority so long as they can do the job.

This provision shall not be used to displace members of the bargaining unit.

1. There is an emergency;
 2. It is necessary to train Employees;
 3. It is essential to maintain required coverage.
- Supervisors or other Employees not in the bargaining unit shall not perform work normally performed by Employees covered by this Agreement at any time except where:

ARTICLE XVI BARGAINING UNIT WORK

Time and one-half shall be paid for all hours or parts of hours actually worked in excess of forty (40) hours in a work week, or twelve (12) hours in a work day. There shall be no pyramiding of overtime.

ARTICLE XV OVERTIME

4. An Employee who reports for work at their scheduled time shall be given the opportunity to work the number of hours scheduled.
5. Overtime will be assigned to volunteers wherever practicable. Employees will be required to work overtime when necessary for the proper administration of the programs of the Employer.
6. Employees shall be notified at least two (2) weeks in advance of a permanent change of shift starting time except if the change of shift starting time is caused by an emergency or a condition beyond AVS' control.

4. Leave for Union Business. Any member of the Union may, upon written request by the Union, be granted a leave of absence for Union business on a calendar year basis, provided such leave will not interfere with the operations of the Employer. Such leave of absence may be extended for one (1) additional year by written notice to the Administrator of the SFR Program by the Union. A maximum of two (2) Employees may be on a long-term leave for Union business at any one time. Employees on leave for Union activities will retain and continue to accrue seniority, but will not otherwise be entitled to compensation or benefits. Upon receipt of written notification from the Union, within

3. Military Leave. Employees will be granted time off without pay for military leaves of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camp, and other similar involuntary military obligations. AVS has the right to require written verification of any military leave.

2. Family Leave. Unpaid leave of absence may be granted for a period of up to twelve (12) weeks for the birth of a son or a daughter, to care for the newborn child, for the placement with the Employee of a son or daughter for adoption or foster care or to care for the Employee's spouse, son, daughter or parent with a serious health condition, in accordance with the Employer's Family and Medical Leave Act policy.

1. Medical Leave of Absence. Unpaid medical leave of absence may be granted for a period of up to twelve (12) weeks because of a serious health condition that makes the Employee unable to perform the functions of the Employee's job, in accordance with the Employer's Family and Medical Leave Act policy. At the Employer's discretion, an extension of an additional twelve (12) weeks may be granted. Such extension shall not be unreasonably denied.

ARTICLE XVIII LEAVES OF ABSENCE

Neither AVS nor the Union shall discriminate against any Employee covered by this Agreement on account of race, color, religion, creed, national origin, sex, sexual orientation, age, non-job-related handicap or political affiliation or political belief. AVS and the Union agree to abide by the provisions of the Americans with Disabilities Act.

ARTICLE XVII NON-DISCRIMINATION

1. "Sick leave" is defined as an absence of an Employee from work by reason of his/her illness or accident which is non-work connected or is not compensable under the worker's compensation laws of Pennsylvania.
2. Sick leave shall be earned at the rate of one (1) day per month of continuous service for regular full-time Employees after completion of six (6) months of employment, starting with the first of the month.
3. To be eligible for benefits under this Article, an Employee who is absent must notify their supervisor not later than two (2) hours prior to the start of their regularly scheduled work day.
4. Each full-time Employee shall have the right to accumulate unlimited paid sick leave.
5. Allegheny Valley School reserves the right to require a doctor's certificate in order for an Employee to receive sick leave. Allegheny Valley School will require a doctor's excuse for illness of three or more successive days. Doctor's excuses should contain this information:
 - (1) days covered by the excuse;
 - (2) reason for absence;
 - (3) doctor's full signature and date excuse is written;
 - (4) excuses must be written on appropriate doctor's stationery or prescription pad;
 - (5) appointment cards with "return to work" and a date are not acceptable;

ARTICLE XIX SICK LEAVE

twenty-four (24) months from the date the Employee originally began the leave for Union business, the Employer will offer employment to the Union member in the job classification he/she held just prior to the leave, based upon his classification seniority. If the Employee's job classification no longer exists, he/she will be offered employment to a substantially similar classification based upon his/her bargaining unit seniority.

2. Any Employee working on New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day,
 - a. Such Employee has satisfactorily completed his/her probationary period preceding the holiday involved; and
 - b. Such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday.
1. New Year's Day, Martin Luther King's Birthday (when the national holiday is celebrated), Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day 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 hour 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/her probationary period preceding the holiday involved; and
 - b. Such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday.

ARTICLE XX HOLIDAYS

6. An Employee shall not be paid for unused sick leave.
7. Pay for any day of sick leave shall be at the Employee's regular rate of pay.
8. An Employee on leave of absence shall not earn sick leave under the provisions of this Article.
9. The Employer shall provide to the Union the name of its Worker's Compensation insurance carrier and the policy number, upon execution of this Agreement.
- (6) excuse must state that the Employee does not pose a risk to the health and/or safety of others; that the Employee may return to work without restrictions or is able to work if specific precautions are taken that will prevent the spread of disease to other individuals. These specific precautions must be listed;
- (7) if there are specific restrictions indicated due to physical limitations, they must be listed;
- (8) AVS reserves the right to require more detailed information from the Employee's doctor if AVS deems it to be job related and consistent with business necessity.

a. No vacation shall be earned until an Employee has been actively employed in continuous service for at least one (1) year.

2. Vacation benefits shall be earned as follows:

Part-time Employees shall receive pro-rated vacation entitlement.

<u>Continuous Service</u>	<u>Paid Vacation</u>
After one completed year of continuous service	10 work days
After four completed years of continuous service	15 work days
After ten completed years of continuous service	20 work days

1. Each regular full-time Employee who is on Allegheny Valley School's active payroll (those working eighty (80) or more per pay period) shall be entitled to a vacation as set forth below on the basis of the number of hours he/she is regularly scheduled to work per day at his/her regular straight-time rate:

**ARTICLE XXI
VACATIONS**

5. The legal holiday is the period beginning with the night shift preceding the holiday.

4. Legal holidays which occur during a leave of absence are forfeited. Vacation, personal and perfect-attendance days may not be used for legal holidays.

3. An Employee who is scheduled to work on any holiday and does not work shall receive no holiday pay.

shall receive time and one-half of his/her regular hourly rate for all hours actually worked those days. In addition, regular full-time Employees shall receive an additional eight (8) hours straight-time pay provided that such Employee has satisfactorily completed his/her probationary period preceding the holiday involved; and such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday. It is the intent of this Section to pay premium time only for hours worked on the above holidays.

1. In the event of the death of an Employee's parents, spouse, child, legal guardian or stepchild, an Employee who has completed his/her probationary period will be allowed up to five (5) regularly scheduled days off with pay at his/her regular straight-time rate of pay, provided time off is taken between the date of the death and the second day following the funeral and provided further that the Employee attends the funeral. In the event the funeral 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. The Employer may, in its sole discretion, waive the funeral attendance requirement when it believes the Employee was unable to attend the funeral for a reason acceptable to the Employer.

ARTICLE XXII DEATH IN FAMILY

5. Employees with at least one (1) year of continuous service and who resign shall receive pay in lieu of unused earned vacation, provided that advance written notice equal to at least two (2) weeks is given. Employees who are laid off due to lack of work shall be paid all earned and unused vacation time up to the date of layoff. Employees who are terminated shall be entitled to all unused earned accumulated vacation.

4. No vacation shall be granted that is less than one (1) work day.

3. There shall be no carryover of vacation time. Vacation time must be used in the 12-month period following the anniversary date on which it is earned. The vacation request procedure in effect at the time of the signing of this Agreement shall continue. The number of Employees on vacation at one time shall be at the discretion of AVS.

b. After one (1) year of continuous active service, on an Employee's anniversary date he/she is credited with the amount of vacation he/she is entitled to, as set forth above, based upon the prior year's service.

c. There is no accrual of vacation for partial years of service except as set forth below. Vacation accrues only once a year on the Employee's anniversary date, provided the Employee has been actively employed for the entire prior year. If the Employee has been on an approved leave of absence, he/she receives a pro-rated vacation entitlement on his/her anniversary date, based upon active service during the prior year.

1. The Employer agrees to compensate Employees who have completed their probationary period, their regular straight-time rate for time lost from their regular working hours for serving as a juror, provided they submit to AVS the money or sign over the check representing the amount of jury-duty pay received. This provision shall not apply for a period in excess of fifteen (15) working days, for full-time Employees and a pro-rated maximum number of days depending upon hours worked for part-timers.
 2. Receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer and the Employer may request that the Employee be excused from such jury duty.
 3. Employees are expected to return to work on those days when jury is not in session.
1. In the event of the death of an Employee's sibling, grandparent or grandchildren, an Employee who has completed his/her probationary period will be allowed up to three (3) regularly scheduled days off with pay at his/her regular straight-time rate of pay, provided time off is taken between the date of the death and the day following the funeral and provided further that the Employee attends the funeral. In the event the funeral 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.
 2. In the event of the death of an Employee's parent in-law, brother-in-law or sister-in-law, an Employee who has completed his/her probationary period will be allowed up to one (1) regularly scheduled day off with pay at his/her regular straight-time rate of pay to attend the funeral, provided that the funeral is held on a regularly scheduled work day for the Employee.
 3. Advance notice must be given to the Employer's supervisor before any time can be taken.
 4. 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.
 5. Regular part-time Employees (as defined in Recognition, paragraph 1) shall receive pro-rata death-in-family leave.

ARTICLE XXIII JURY DUTY

Plan	Employee payment
Single	\$ 1.63
Parent/Child(ren)	\$13.15
Husband/Wife	\$13.66
Family	\$14.86

1. Regular full time employees will be covered by the Patriot X Select Plan with the dental benefit and the \$10/\$15/\$30 co-pay prescription benefit (or an equivalent chosen by the employer). The regular full time Employees shall pay the following amounts therefore per pay:

**ARTICLE XXV
MEDICAL**

16 hours per week House Manager Aide - 8 hours each anniversary date.
20 hours per week House Manager Aide - 12 hours each anniversary date.

4. Regular part-time House Manager Aides shall receive pro-rated personal days as follows:
 - a) Such Employee has satisfactorily completed his/her probationary period preceding the taking of such personal day; and
 - b) Such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the personal day.
3. Each regular full-time Employee shall accrue personal days at the rate of one (1) day for each continuous four (4) months of service from their anniversary date. If personal days are not taken within said year, such days are forfeited.
2. 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:
 1. Each regular full-time Employee is entitled to three (3) personal days off per year which must be requested in writing on the Paid Time Off form and scheduled with the immediate supervisor at least fourteen (14) days in advance. Personal days may be canceled in the event of an emergency. Emergency personal days shall not be unreasonably denied.

**ARTICLE XXIV
PERSONAL DAYS**

1. An Employee who resigns shall give the Employer advance notice of two weeks, unless there is an emergency.

ARTICLE XXVII RESIGNATION

2. The Employer will notify the Union in writing of any discharge or suspension within seventy-two (72) hours from the time of the discharge or suspension. If the Union desires to contest the discharge, it shall give written notice thereof to the Employer within five (5) working days. In such event, the dispute concerning the discharge will be submitted and determined under the grievance and arbitration procedures set forth in this Agreement, however, commencing at Step Three of the grievance procedure.
1. The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

ARTICLE XXVI DISCHARGES AND PENALTIES

3. The Employer shall have the right to change to a medical insurance plan equivalent to Aetna/USHealthcare Patriot 10 or Value Plus.
2. Either the Employer or the Union shall have the right to demand that the other negotiate over medical insurance no sooner than May 1, 2004 and no sooner than May 1 of each contract year thereafter. If an agreement is not reached within two (2) months of the first meeting, then, upon proper notice and in accordance with applicable law, the provisions of Article VII, Subsections 1 and 2 shall be waived for the purposes of medical insurance only.

1. Emergency phone calls will be received through the Verree Road switchboard and dispatched to the respective site.
2. Cellular telephones and personal beepers can be used if approved by the Administrator, as long as they do not interfere with the efficient operation of AVS including undue use of the telephone. Approval for beepers will not be denied for arbitrary or capricious reasons.
3. Performance Appraisal. Any Employee whose job performance or conduct becomes subject to appraisal shall have the right to participate in the review of such appraisal. The appraisal of any Employee shall be performed by the Employee's immediate supervisor and signed by the Employee. Such signature shall signify only that the appraisal has been reviewed with the Employee and shall not indicate concurrence in the content of the appraisal.
4. Access to Human Resources Files. An Employee or the Union may inspect the contents of an Employee's personnel file under the following terms and conditions:
 - a. He/she must request the file from the Human Resources Manager or his/her designee and the Employee and/or Union must sign for the file. The file may be reviewed by the Employee in the Human Resources Manager's office.
 - b. Nothing may be removed from the file by the Employee unless the Employee and Human Resources Manager agree.
 - c. Nothing may be written by the Employee on any existing papers in the file.
 - d. The Employee must review his/her file on non-working time.
5. Minor Infractions. All minor infractions on an Employee's record shall not be relied upon for further discipline after one (1) year, provided that the one (1) year shall be free from any infraction.
6. The Employer will provide cell phones for the vans for emergency purposes only. Employees who use the cell phones other than for emergencies or as directed by their

**ARTICLE XXVIII
MISCELLANEOUS**

1. AVS will continue the same life insurance and AD&D benefits in effect at the signing of the Agreement.
2. If there is a conflict between the provisions of this Agreement and the Allegheny Valley School Philadelphia Single Family Residence Employee Manual or any other AVS policy, this Agreement shall prevail.
3. AWOL Policy. If an Employee does not report off work or does not report off to the proper person, that Employee will be considered AWOL (Away Without Official Leave). Being AWOL will result in disciplinary action up to and including termination. In the first instance of an Employee being AWOL, said Employee must present an excuse acceptable to Allegheny Valley School for being away without official leave. Failure to present an excuse which is acceptable to Allegheny Valley School will result in termination. For the second instance of AWOL, an Employee will be immediately terminated regardless of the excuse.
4. Any moving/parking violations incurred while operating an AVS vehicle or Employee's own vehicle on behalf on the School are the sole responsibility of the driver. Unpaid parking tickets issued to staff while using AVS vehicles shall have the amount of the ticket deducted from their paycheck.
5. Employees shall be paid for mandatory in-service meetings. Employees who fail to attend mandatory in-service meetings shall be disciplined.
6. AVS will continue the Tax Deferred Annuity on the same terms and conditions in effect at the signing of this Agreement.
7. When an Employee is pulled from one house to another and he/she uses his/her own vehicle to travel to the new site, he will be reimbursed in accordance with AVS'

ARTICLE XXIX
GENERAL

Supervisor shall, in addition to any discipline, be responsible to pay the charges for such use. Employees who lose the cell phones shall, in addition to any discipline, be responsible to pay the replacement cost for such cell phone.


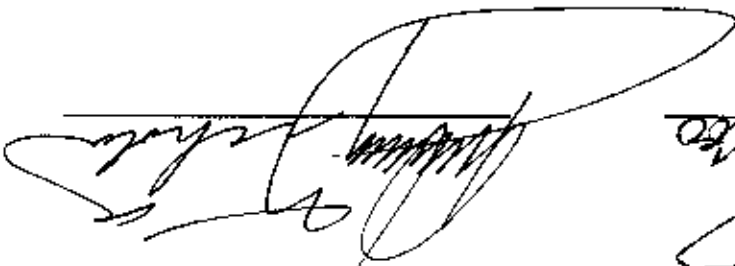
4. Absences due to a snow emergency declared by the Administrator and one (1) early leave per year shall not be counted against an Employee's perfect attendance.
- 16 hours per week House Manager Aides - 16 hours each anniversary date.
20 hours per week House Manager Aides - 20 hours each anniversary date.
3. Regular part-time House Manager Aides shall receive pro-rated Perfect Attendance Days as follows:
2. Employees who earn perfect attendance days may schedule to take the perfect attendance day off, in accordance with the requirements set forth under the Personal Days provision of this contract.
1. Regular full-time employers shall be entitled to earn two (2) days of paid time off for each continuous six (6) months of perfect attendance. If an Employee has perfect attendance for a full continuous twelve (12) months, he/she shall earn an additional bonus day, to be added to the four (4) days earned for a total of five (5) days.
- ARTICLE XXX**
PERFECT ATTENDANCE
10. The parties shall establish a Joint Committee consisting of three members of management and three members representing the bargaining unit to explore the desirability of providing lifting belts and the effectiveness of lifting belts.
9. An Employee who is injured on the job and who requires immediate medical attention must immediately go to a hospital or a physician on the Employer's worker's compensation list. The Employee is also required to provide to AVS appropriate documentation of the medical treatment received. An Employee who meets all of the requirements of this paragraph will be paid his/her regular straight-time rate for the remainder of his/her shift on the day he/she was injured on the job.
8. AVS will continue the Discretionary Contribution/Profit Sharing Plan in effect at the signing of this Agreement.
- designated rate. If an Employee does not have his/her own vehicle, AVS will provide transportation to the new site.

In the event AVS establishes a new job classification or materially changes the duties of an existing classification, it shall notify the Union and will meet with the Union to discuss the appropriate rate of pay. In the event of a disagreement as to the rate of pay, the Union may file a grievance at Step Three of the grievance procedure.

**ARTICLE XXXII
NEW OR MATERIALLY CHANGED JOB CLASSIFICATIONS**

- Subsections 1 and 2 shall be waived for the purposes of wages only.
- upon proper notice and in accordance with applicable law, the provisions of Article VII, thereafter. If an agreement is not reached within two (2) months of the first meeting, then, wages no sooner than May 1, 2004, and no sooner than May 1 of each contract year
2. Either the Employer or the Union shall have the right to demand that the other negotiate over
1. Employees actively employed on July 17, 2003 shall receive an across-the-board percentage increase of two percent (2%), which is equal to the percentage increase to the per-diem rate payable to Employer by the Office of Medical Assistance, Department of Public Welfare for the fiscal year 2002-2003. The payment shall be retroactive to whichever of November 1, 2002 or the date of the employees' hire is closer to the date that the Employer receives the check. Entry rates will increase by the same percentage as the percentage increase to the per-diem rate payable to Employer by the Office of Medical Assistance, Department of Public Welfare.

**ARTICLE XXXI
WAGES**

FOR DISTRICT 1199C

FOR ALLEGHENY VALLEY SCHOOL

1. Contract to expire midnight June 30, 2007.

**ARTICLE XXXIV
TERM OF CONTRACT**

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 matter not removed by law from the area 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 are set forth in this Agreement, and the Union will not claim entitlement for any wages or economic fringe benefits not set forth in this Agreement. The Company and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXIII
ENTIRE AGREEMENT**

Henry Nicholas, President, District 1199C
 Date 10-3-03

Regis S. Champ, Executive Director, AFS & CCA
 Date 10-28-03

Please sign on the line provided below to indicate agreement to this understanding.

- Employees:
- This is to confirm the understanding that District 1199C ("Union") and Allegheny Valley School ("AVS") have reached concerning certain terms and conditions of PRN Employees:
- A PRN Employee shall have no rights under the Collective Bargaining Agreement between the Union and AVS.
 - A PRN Employee shall have no seniority during the time he/she occupies the status of PRN. Should a PRN Employee become a regular Employee, seniority shall begin on the date the Employee was last hired as a regular Employee.