

AGREEMENT
by and between
COVENANT HOUSE, INC.
and
THE NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
AND ITS AFFILIATE DISTRICT 1199C
July 1, 2008
through
June 30, 2011

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AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of August 2008, between COVENANT HOUSE, INC., hereinafter called "Employer", and NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate DISTRICT 1199C, hereinafter called "Union."

WITNESSETH:

WHEREAS, the parties hereto desire to regulate relations between the parties with a view to securing harmonious cooperation thereby averting interruptions and interferences with services to patients,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

ARTICLE 1

RECOGNITION

1.1 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 all full-time and regular part-time professional and non-professional Employees as certified by the National Labor Relations Board in Case #4-RC-14021 including social worker, family planning options counselor, health educator I and II, medical assistants, registrars, receptionists, WIC Certification Clerk, Floater-MA/CC, medical assistant/clinic clerk, health aides, building services worker, appointments clerk, data coordinator, medical records clerk, Medical Assistant Team Leader, Clinic Clerks and telephone operators; but excluding medical doctors, physicians, nurse practitioners, guards and supervisors as defined in the Act, executive directors, medical director, bookkeeper, administrative secretary, administrator, administrative assistant, and clinic manager.

1.2 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, or who is hired for a special project or to replace an Employee on leave or vacation. Such temporary Employees shall become members of the Union at the end of said three (3) month period.

1.3 Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining units covered by this Agreement, as defined in Section 1 hereof.

1.4 At the time a new Employee is hired, the Employer shall deliver to the Employee a written notice that the Employer has recognized District 1199C as the collective bargaining representative and that the Employer is a Union shop.

1.5 Part-time Employees covered by this Agreement shall receive fringe benefits, wage rates, and wage increases hereunder on a pro-rated basis.

ARTICLE 2

CHECK OFF

2.1 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 first sixty (60) calendar days of employment, 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 that 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) day written notice from the Union.

2.2 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, shall not be required to join and remain a member of the Union as a condition of employment. Such Employee shall be required, as a condition of continued employment, to remit monthly to either American Cancer Society, Sickle Cell Anemia Foundation, or Lupus Foundation, 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 sum 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 shall be remitted by the Employer to the charity designated by the Employee from the above list. Such designation shall be made in the form of a written authorization in the form annexed thereto as Exhibit "B."

2.3 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 specified in said authorization and remit same to the District 1199 Credit Union to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the Employer wherever feasible.

2.4 Upon receipt of a written authorization from an Employee in the form annexed hereto and marked Exhibit "D", Employer agrees to check off once each year the sum specified in said authorization and remit the same to the Union.

2.5 The Union shall indemnify and save Employer 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 Employer 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 Employer's 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.

2.6 Employer shall be relieved from making such check-off deductions from an Employee upon (a) termination of employment, (b) transfer to a job outside the bargaining unit, (c) layoff from work, (d) an excused leave of absence, or (e) revocation of the check-off authorization in accordance with the article Union security.

2.7 A member of the Union who does not sign a written authorization for dues deduction may adhere to the same payment procedure by making payments directly to the Union.

2.8 In the event the Union amends the initiation fee and/or dues schedule, Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days written notice from the Union.

ARTICLE 3

UNION SECURITY

3.1 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.

3.2 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 thirty (30) days after the effective date of this Agreement so long as they have satisfactorily completed thirty (30) calendar days of employment.

3.3 All Employees hired after the effective date of this Agreement shall become members of the Union after they have satisfactorily completed thirty (30) calendar days of employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

3.4 For the purposes 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 continued employment.

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

The Union shall indemnify and save Employer 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 Employer 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 Union members or by reason of Employer's reliance upon any list, notice,

request or assignment furnished under any of such provisions or by reason of any action taken by the Union.

ARTICLE 4

PROBATIONARY EMPLOYEES

An Employee shall complete his probationary period after he has worked sixty (60) days of work. Any time during an Employee's probationary period he may be suspended or discharged by Employer for any reason and such suspension or discharge shall not be subject to the Grievance or Arbitration provision of this Agreement. The probationary period may be extended for an additional thirty (30) days of work with the agreement of the Union. The Union will not unreasonably deny requests for extension of the probationary period.

ARTICLE 5

WAGES

5.1 In the event the Employer establishes a new classification it will meet with the Union and negotiate the proper rate for the job. In the event the Union disagrees with the rate it may file a grievance within thirty (30) days at the third step of the grievance procedure.

5.2 The minimum hourly job rates shall be as follows:

	7/1/05	7/1/07	7/1/08
Clerk I Medical Records Clerk	\$13.20	\$13.40	\$13.65
Telephone Operator	\$13.50	\$13.70	\$13.95
Clinic Clerk	\$13.81	\$14.01	\$14.26
Claims Clerk Building Service Worker	\$14.09	14.29	\$14.54
Data Entry Transcriptionist	\$12.90	\$13.10	\$13.35
Medical Assistant	\$14.24	\$14.44	\$14.69
MA Team Leader	\$14.46	\$14.66	\$14.91
Nutritionist	\$14.97	\$16.03	\$16.28

Family Planning Counselor	\$15.25	\$15.75	\$16.00
Social Worker	\$17.53	\$18.03	\$18.28

5.2a. Retroactive to July 1, 2005, there shall be a thirty (30¢) cent per hour across-the-board, and in the minimum, wage increase.

5.2b. Retroactive to July 1, 2008, there shall be a twenty-five (25¢) cent per hour across-the-board, and in the minimum, wage increase.

5.3 Employees working in a higher classification shall be paid the higher rate for all time worked in the higher paid classification, provided the Employee works for more than one consecutive hour in the higher classification.

5.4 New Hire Rates. New hires will receive 50¢ an hour below the applicable contract rate for the position. Upon successful completion of the probationary period, the Employee shall receive the contract rate for the position.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Procedure. Should any grievance arise as to the interpretation of or alleged violation of this Agreement or sympathy strike, the Employee or Employees affected or the Union shall process the grievance in accordance with the following procedure:

Step One: The Employee or Employees affected shall take the matter up with his immediate supervisor within ten (10) 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: The grievance shall be reduced to writing by the grievant or the Union and referred to the Employer's Administrator or his authorized representative. The Administrator or his authorized representative shall have five (5) days after receipt of the grievance to give his answer. If no satisfactory settlement is reached within five (5) days after the Administrator's answer, the grievant or the Union may appeal the matter to --

Step Three: The grievant or the Union will submit the when grievance to the Executive Director, or her designee, who shall have five (5) days in which to give her 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 ten (10) days [thirty (30) days in discharge cases], of the answer of the Executive Director. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

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.

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 the Employer 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 the Employer and the Union shall be final and binding upon all Employees and upon any person affected thereby.

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.

Discharge. An Employee who has been discharged shall bypass Steps One and Two of the Grievance Procedure and file his grievance directly with the Executive Director within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three of the Grievance Procedure.

An Employee who is to be suspended or discharged shall have the right if he desires to have a Union Delegate represent him.

The Union will be notified by the Employer of the discharge or suspension of an Employee within twenty-four (24) hours of the discharge or suspension.

Class Grievance. A grievance which affects a majority of the bargaining unit which the Employer's representative designated in Steps One and Two lack the authority to settle may initially be presented at Step Three by the Union representative.

ARTICLE 7

ARBITRATION

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. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

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

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

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 retroactively 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 8

SENIORITY

8.1 8.2 Definition.

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

(b) Classification seniority is defined as the length of time an Employee has worked continuously in a specific job classification.

8.3 Accrual.

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

(b) Bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence without pay, such as military leave, Family and Medical Leave Act leave, maternity leave and other disability leave, and education leave, for no more than three (3) months provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an Employee's continuous employment, if the Employee is recalled into employment. The Employer may, in particular circumstances, grant an extension in leaves of absence.

(c) A temporary Employee shall have no seniority during the time he occupies this status of temporary Employee. Should any temporary Employee become a permanent Employee, seniority shall begin on the date the Employee was hired.

(d) Part-time Employees shall accrue seniority as set forth in (a), (b), and (c) above on a pro-rated 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.

8.4 Loss of Seniority. Seniority shall be broken when an Employee:

(a) quits, resigns, or takes a job elsewhere, when his regular work is available at Employer;

(b) is discharged for just cause;

(c) is laid off for a period of twelve (12) consecutive months 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 three (3) working days after being notified by telegram or mail at the last address in Employer's records unless the Employee presents an excuse acceptable to the Employer. Employer shall also send a copy of the notification 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 acceptable to the Employer;

(f) is employed by another Employer during a leave of absence except for military duty;

(g) fails to return following a disciplinary suspension;

(h) is absent for forty-eight (48) consecutive hours without notifying Employer unless the Employee presents a reasonable excuse acceptable to Employer.

8.5 Superseniority. For the purposes of layoff and recall only, a delegate shall have superseniority so long as he can do the job.

ARTICLE 9

LAYOFF

If it becomes necessary to reduce Employer's work force because of lack of work or an emergency that curtails normal operation, the following shall apply:

9.1 Reduction in force shall be by job classification.

9.2 Probationary Employees within the classification shall be the first ones affected after temporary Employees in the classification.

9.3 After probationary Employees, classification seniority shall apply.

9.4 In the event an Employee is scheduled to be laid off and there exists a vacant position or a position filled by a temporary or probationary Employee which the Employee has the present ability to perform, then bargaining unit seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant position or position filled by the temporary or

probationary Employee. If an Employee remains scheduled for layoff after the above procedures are followed, such Employee may bump into a job occupied by an Employee with less bargaining unit seniority if the bumping Employee has previously worked in the job for a period of three (3) months.

9.5 Where practical, the Employer shall give two (2) weeks notice of layoff.

ARTICLE 10

RECALL

10.1 Employees laid off shall be recalled by job classification in the inverse order of their layoff. If a vacancy occurs in a job classification where no laid-off Employee has recall rights in that classification, laid-off Employees based upon their bargaining unit seniority shall be given next consideration, provided in the opinion of the Employer they have the present ability to perform the work.

10.2 Probationary Employees laid off have no recall privileges.

ARTICLE 11

PROMOTION OR TRANSFER

11.1 When a promotional opening occurs, preference shall be given to the Employee with the greatest skill and present ability to perform the new job. Bargaining unit seniority shall govern where skill and present ability to perform the new job are considered to be equal.

11.2 The Employer has the right to determine the qualifications of Employees for promotional purposes.

11.3 If at anytime within thirty (30) days the Employer determines that any transferred or promoted Employee is not qualified for the job or is not performing the work satisfactorily, the Employee shall be returned to the job from which he transferred or was promoted without loss of seniority or, if the Employee decides that the job is not suitable for him, he may, within 30 days, go back to his original job without loss of seniority.

11.4 All job openings in the bargaining unit shall be posted for a period of five (5) working days.

ARTICLE 12

HOURS OF WORK AND OVERTIME

12.1 The regular work day shall be seven and one-half (7.5) hours, not including an unpaid lunch period, except on Saturday.

12.2 The regular work week shall be Monday through Saturday.

12.3 An Employee's regular work week shall be 37.5 hours.

12.4 The above provisions shall not be construed as a guaranteed work day or week.

12.5 Time and one-half an Employee's regular rate shall be paid for all hours paid in excess of 37-1/2 in a pay week except for sick leave.

12.6 Where practical, an Employee shall be given ten (10) working days' notice in the event his regular scheduled shift is to be permanently changed.

12.7 In the event the Employer closes because of inclement weather, Employees who were regularly scheduled to work on that day, shall be paid for the day at their regular straight time rate of pay. However, if the Employer remains open, any Employee scheduled for work who does not work on that day, shall not be paid, and may not use annual leave. The Employee may use sick leave, only if he or she provides a doctor's note acceptable to the Employer.

12.8 An Employee shall be assigned by his supervisor to receive a paid 15-minute coffee break during the first four hours of his shift and a paid 15-minute coffee break during the second four hours of his shift and an unpaid one-half hour lunch if he works a 7.5 hour shift. An Employee may combine his breaks with lunch to total one one-hour break period in a 7.5-hour shift. The Employee must punch in and out for breaks and lunch. Further late return from lunch or breaks will result in docking and the lateness will be treated as a disciplinary matter.

ARTICLE 13

JURY DUTY

The Employer agrees to compensate Employees who have completed their probationary period the difference between the wages they should 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, nor shall it apply for a period in excess of four (4) weeks. If an Employee is required to serve as a juror for a period in excess of four weeks, the Employer and the Union will meet to discuss the issue.

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Executive Director and the Employer may request that the Employee be excused from such jury duty.

ARTICLE 14

DEATH IN FAMILY

In the event of the death of an Employee's parent, spouse, child, brother or sister, grandparent or grandchild, mother-in-law or father-in-law, an Employee who has completed his probationary period will be allowed up to three (3) regular scheduled days off with pay at his regular straight time rate provided time off is taken between the date of death and the day

following the funeral and provided further 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 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.

In the event of the death of an Employee's sister-in-law or brother-in-law, the Employee shall be granted the day of the funeral off with pay, provided it is a regularly scheduled work day for the Employee. Advance notice must be given to the Employee's supervisor before any time can be taken.

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.

ARTICLE 15

SICK LEAVE

15.1 "Sick Leave" is defined as an absence of an Employee from work by reason of illness or accident which is non-work connected or is not compensable under the Worker's Compensation Laws of Pennsylvania; or a serious illness of dependent(s) which require(s) Employee's personal care; or pre-scheduled medical appointments for Employees or dependents which cannot be scheduled outside working hours, provided the Employer is given at least three (3) days' prior notice of the appointment; or pregnancy or elective surgery.

15.2 Upon the completion of a regular full-time Employee's probationary period, he shall earn paid sick leave at the rate of 5/13's of a day per bi-weekly pay period. If an Employee uses fewer than 10 sick days in any one year and does not opt for the buy-out contained in paragraph three, he may bring forward unused days into the next year for a total maximum of forty (40) sick leave days in any one calendar year.

15.3 Unused sick leave is not compensable except under the following circumstances: At the Employee's option any sick leave earned during the calendar year, but unused through December 1st shall be compensated for in cash (up to a maximum of 5 days) payable in a separate paycheck on or about December 31st. To elect this option, the Employee must notify management by November 15th. It is expressly understood that this buy out does not apply to sick leave time carried over from a previous year, but only to such leave earned during the current calendar year.

15.4 The Employer reserves the right to require a doctor's certificate in order for an Employee to receive sick leave for absences of more than two (2) days. When an Employee has been counseled regarding excessive absence, his supervisor may, with advance notice, require a doctor's certificate for subsequent sick leave. Failure to provide a required doctor's certificate will result in no sick leave pay.

15.5 To be eligible for benefits under this Article, an Employee must notify his supervisor at least one (1) hour before the start of his regularly scheduled work day, unless the

Employer already has in his possession a copy of a doctor's certificate indicating that the Employee is unable to work on that day. If the Employee is unable to reach his supervisor, he must leave a message with the Employer's answering service.

15.6 An Employee on a leave of absence shall not earn sick leave under the provisions of this article.

15.7 Part-time Employees shall be entitled to pro rata sick leave based upon hours actually worked.

15.8 Pay for any day of sick leave shall be at the Employee's regular pay for the Employee's regular day. However, in the event that an Employee's illness extends beyond seven (7) consecutive days, then the Employer will pay to the Employee, to the extent of the Employee's unused sick leave entitlement and for each day during which an Employee collects disability benefits, the number of hours necessary from the Employee's unused sick leave entitlement, which combined with the disability benefit paid under the terms of the short term disability policy, will make a total of one (1) regular day's pay for each such day of illness.

ARTICLE 16

HOLIDAYS

16.1 New Year's Day, Martin Luther King's Birthday, President's Day (George Washington's Birthday), Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve 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 is regularly scheduled to work at his 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 the Employer's entire scheduled work day immediately preceding and the Employer's entire scheduled work day immediately following the holiday, except for absence approved by the Employer.

16.2 In addition, Employees may request and be granted two (2) personal holidays of their choice provided five (5) days advance notice is given and there is no conflict with the work schedule of the Department. Each Employee shall be paid the number of hours he is regularly scheduled to work at his regular straight-time rate provided that:

(a) such Employee has satisfactorily completed his probationary period preceding the taking of such holiday; and

(b) such Employee works the Employer's entire scheduled work day immediately preceding and the Employer's entire scheduled work day immediately following the holiday, except for absence approved by the Employer. Emergency personal days shall not be unreasonably denied.

16.3 When a scheduled holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a scheduled holiday falls on a Saturday, the Employee will receive a compensatory day off with pay.

16.4 If a holiday falls on an Employee's scheduled day off, he shall be given another day off with pay within thirty (30) days prior to or after the holiday or pay in lieu thereof at the discretion of the Employer and whenever practical the wishes of the Employee shall be taken into account.

16.5 If a holiday falls during an Employee's vacation, at the discretion of the Employer the vacation may be extended by one (1) day or the Employee may be granted another vacation day mutually agreed upon by the Employer and the Employee.

16.6 An Employee who is scheduled to work on any holiday and does not work shall receive no holiday pay unless he presents a reasonable excuse acceptable to the Employer.

16.7 In the event an Employee works on any of the above-noted holidays, he shall be paid at the rate of time and one-half (1-1/2) his regular rate of pay for all hours worked on the holiday, and shall, in addition, receive an additional day off, with pay at his regular rate, at the Employee's discretion, or an extra day's pay in lieu thereof, at the discretion of the Employer. The Employee's expressed preference shall be considered in regard to this provision.

16.8 If a payday falls on a holiday, all paychecks will be distributed on the day before the holiday.

ARTICLE 17

VACATIONS

17.1 Each regular full-time and regular part-time Employee who is on the Employer's active payroll shall be entitled to a vacation as set forth below on the basis of the number of hours he is regularly scheduled to work per day at his regular straight time rate.

17.2 Continuous Service	Paid Vacation
one to two years	10 work days
three to four years	15 work days
over five years	20 work days

For Family Planning Counselor and Nutrition Counselor:

Continuous Service	Paid Vacation
one to three years	15 work days
over four years	20 work days

For Social Worker:

Continuous Service	Paid Vacation
one to four years	20 work days
over five years	25 work days

Vacation benefits shall be earned as follows:

- (a) Employees entitled to ten work days vacation shall earn 5/13's of a day per bi-weekly pay period; and
- (b) Employees entitled to fifteen work days vacation shall earn 15/26's of a day per bi-weekly pay period; and
- (c) Employees entitled to twenty work days vacation shall earn 10/13's of a day per bi-weekly pay period; and
- (d) Employees entitled to twenty-five work days vacation shall earn 25/26's of a day per bi-weekly pay period.

An Employee with less than one year's service shall accrue vacation from his date of hire at the rate of 5/13's of a day per bi-weekly pay period.

17.3 All vacation requests must be planned in advance and approved by the appropriate manager. The number of Employees on vacation at any one time shall be at the discretion of the Employer. Vacation requests for the period June 1 through September 15 must be submitted in writing no later than April 15. Vacation requests will be granted on the basis of bargaining unit seniority. Vacation requests for the period November 15 through January 15 must be submitted in writing by September 15 and shall be granted on the basis of bargaining unit seniority, on a rotating basis by year. All other vacation requests must be made six weeks in advance. Reply shall be given in writing 30 days after the deadline.

The Executive Director reserves the right to withdraw prior vacation approval in exceptional circumstances when required for adequate patient care. If a bargaining unit Employee is denied a vacation that was previously approved, and as a result that bargaining unit Employee suffers a monetary loss that cannot be recovered by the Employee, the Employer will make the Employee whole for the loss upon presentation of adequate proof of same to the Employer.

17.4 An Employee may be permitted to carry over up to 10 days of vacation into the next vacation year with the written permission of the supervisor.

17.5 No vacation shall be granted that is less than 3.75 hours.

17.6 Regular full-time and regular part-time employees with at least one year of continuous service and who resign shall receive pay in lieu of unused earned vacation, provided

advance notice equal to the earned paid vacation days is given, but not less than fourteen (14) days.

Full-time or regular part-time Employees who are laid off due to lack of work shall be paid all unused earned vacation time up to the day of layoff.

17.7 Part-time Employees shall be entitled to a pro rata vacation benefits based upon hours actually worked.

17.8 Provided an Employee asks for advance vacation pay at the time the vacation request is made, vacation pay will be given prior to the start of the approved vacation.

ARTICLE 18

INSURANCE

18.1 Health Insurance. Effective October 1, 2008, the Employer will offer the Aetna 5 Health Plan.

	Product/Location: HMO / PA 01	
	In Network	Out of Network
Deductible	N/A	--
Application of Deductible	N/A	--
Member Payment Limit	\$1,500	--
Out-of-Pocket Application	All benefits	--
Lifetime Max.	Unlimited	--
Physician Office Visit	\$15	--
Specialist Office Visit	\$30	--
Emergency Care	\$100	--
Inpatient Hospital	\$150/day with 5-day max.	--
Outpatient Hospital	\$75	--
Rx Copay Tier	\$10/\$25/\$40	--
RX MOD Copay	2X	--
RX Performance Enhancement Drugs	Not covered	--
RX Self Injectable	\$10/\$25/\$50	--
Basic Dental	\$2	--

	Employee Pays	CHHS Pays	Total Premium
Single	\$138.51	\$ 554.06	\$ 692.57
Husband & Wife	\$319.46	\$1,277.83	\$1,597.29
Parent & Child	\$251.91	\$1,007.65	\$1,259.56
Family	\$413.07	\$1,652.30	\$2,065.37

(a) Opt Out Medical Insurance Bonus. Any bargaining unit employee who opts out of the Employer's medical insurance plan, must show evidence of insurance coverage elsewhere that meets the Employer's satisfaction. After the Employer approves the opt-out, an employee will be paid a yearly opt out bonus of \$1000.00, minus usual payroll deductions. Any employee who opts out of the Employer's medical plan will not be eligible to join the Employer's plan for at least one year. The employee will become eligible at the first open enrollment period following the one-year period year. Employees eligible for state welfare benefits and who receive medical insurance through that program are not eligible for the opt-out payment.

18.2 The Employer agrees to add Aetna HMO prescription coverage to the health benefit package offered to Employees. This prescription plan will be offered to Employees on the same terms and conditions that other Aetna HMO medical benefits are made available to Employees. The Employer will use its best efforts to place the coverage effective August 1, 1986, but in no event will the effective date be after September 1, 1986.

18.3 The Employer agrees to add Aetna HMO dental coverage to the health benefit package offered to Employees. This dental coverage will be offered to Employees on the same terms and conditions that other Aetna HMO medical and prescription benefits are made available to Employees. The Employer will use its best efforts to place the coverage effective August 1, 1988, but in no event will the effective date be after September 1, 1988.

18.4 Effective July 1, 1996, the Employer will offer a 13 week short term disability policy, on the same terms and conditions that the HMO coverage is offered to Employees (i.e. CHHS pays 75% of premium, Employee pays 25% of premium). The weekly benefit will be 66 2/3% of straight time earnings to a maximum of \$500.00 per week. Benefits begin on the eighth day for covered disabilities.

ARTICLE 19

NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any Employee covered by this Agreement, on account of race, color, religious creed, national origin, sex, sexual preference, age, handicap, or political affiliation.

ARTICLE 20

NO STRIKES, LOCKOUTS AND WORK STOPPAGES

20.1 No Strikes, 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 without regard to the cause therefor. Neither the Employees, the Union, nor any officers, agents, or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate 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.

20.2 No Lockouts. The Employer agrees not to engage in any lockout during the term of this Agreement.

20.3 Additional Procedure. In the 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 to the American Arbitration Association which shall within 24 hours upon receipt of the grievance, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within 12 hours of his appointment upon telegraphic notice to the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to terminate such violation, of paragraph 'No Strikes, Work Stoppages, Etc.' No opinion shall be required, but only a written award and 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 Lockouts' by the Employer.

ARTICLE 21

UNION ACTIVITY, ACCESS TO EMPLOYER AND BULLETIN BOARD

21.1 Representatives of the Union, after first reporting and receiving permission of the Administrator or his duly authorized representative, shall have reasonable access to the Employer's premises during working hours for purposes of administering this Agreement.

21.2 The Employer will provide a bulletin board in the lunchroom 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, or political matters, notices, or other kinds of literature upon the Employer's premises.

21.3 A Union Delegate who wishes to attend the regular delegate assembly must notify the Employer's Administrator at least fifteen (15) days prior to the meeting. Upon receiving the aforesaid fifteen (15) days notice the Administrator shall adjust the delegate's work hours in order that the delegate may attend the meeting; provided, however, that the rescheduling of hours does not impair the operation of the Employer.

21.4 Whenever a Union Delegate finds it necessary to investigate a grievance, she must receive the permission of her supervisor. In the event the grievance involves another Employee, the delegate must receive the permission of the other Employee's supervisor to meet with the Employee. Permission shall not be unreasonably denied. In no event shall the investigation of grievances interfere with the operation of the Employer.

21.5 A Union Delegate shall be granted one (1) day off with pay per year to attend Delegate training and/or seminars, provided the Employer is given at least fifteen (15) days' prior notice.

ARTICLE 22

UNPAID LEAVE

22.1 Leaves of absence without pay for military, Family and Medical Leave Act reasons, maternity or other disability, medical, child rearing, or educational leave, for a period of up to three (3) months, will not be unreasonably denied by the Employer.

22.2 A leave of absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the Employer's operations.

22.3 Employees requesting leaves of absence without pay for medical reasons including disability due to pregnancy shall be required to exhaust all accrued but unused sick leave. Employees requesting leaves of absence without pay for any other reason, including childrearing, military or educational reasons shall not be required to exhaust accrued but unused vacation or sick leave.

ARTICLE 23

REPORTING PAY

Employees who report for work at the start of their regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four hours pay at their regular rate or they may be assigned other employment they can perform at their applicable rate of pay. The above provision shall not be applicable when failure to provide work is due to causes or conditions beyond the control of the Employer.

ARTICLE 24

PERSONNEL FILES

24.1 An Employee, with his Union representative, may inspect the contents of his personnel file under the following terms and conditions:

- (a) he must make an appointment with the Administrator;
- (b) he will not be paid for the time inspecting his file;
- (c) nothing may be removed from the file; and
- (d) nothing may be written by the Employee on any papers in the file.

24.2 All minor infractions on an Employee's record shall be cleared after one year, provided that the one year period shall be free of infractions.

ARTICLE 25

HIRING

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

25.1 The Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions.

25.2 The Employer shall notify the Union's Employment Service of all bargaining unit job and training position 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.

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

25.4 Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event that the Employment Service does not refer qualified applicants within said forty-eight (48) hour period.

25.5 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 patients.

ARTICLE 26

LEGAL PLAN

Effective July 1, 2000, the Employer shall contribute \$.075 (seven and one-half cents) per hour for each hour paid to the 1199C Legal Services Plan.

ARTICLE 27

SUCCESSORS

This Agreement and any unit supplement shall be binding on the parties hereto, their successors and assigns.

ARTICLE 28

EXISTING CONDITIONS OF EMPLOYMENT

The Employer agrees to continue to observe the following practices that were in effect prior to the signing of this Agreement:

28.1 In the event a holiday falls on a payday, every effort shall be made to distribute the checks prior to the holiday.

28.2 Attempting to give Employees every other weekend off.

28.3 All staff members are entitled to five (5) working days of paid education leave approved as appropriate by the Department Director for the purpose of study, research, or similar activities related to the agency's purpose and benefiting the Employee's performance and duties.

28.4 Docking.

28.5 An Employee who is required to transport patients in his personal automobile will be entitled to a mileage allowance of \$.32 per mile.

ARTICLE 29

MANAGEMENT RIGHTS

29.1 The management of the Employer and the direction of the working force is 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 just cause, lay off, 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 work force; to establish new 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 hire temporary or part-time Employees; to introduce new or improved facilities; 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. The above rights shall not be exercised in an arbitrary and capricious manner.

29.2 The Employer may introduce a change in the method or methods of operation which will produce a change in job duties and a 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 the Employer.

29.3 The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain patient care and full efficiency.

29.4 There shall be no individual agreements between Employees and the Employer.

29.5 Nothing herein contained is to be construed to mean that a worker or groups have inherent rights to a particular job.

ARTICLE 30

GENERAL

The Employer and the Union acknowledge that during the 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 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. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement (except as provided for in the Grievance Procedure herein) or with respect to any subject or matter not specifically referred to or covered in this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 31

PENSION

Effective on or before January 1, 2009, the Employer will freeze the Covenant House Health Services Pension Plan and stop contributing to same. In its place, the Employer will establish a 403 B Plan and contribute the \$.30 an hour per-hour-worked into the 403 B Plan. The 403 B Plan will also allow for Employee contributions and a choice of investment options.

ARTICLE 32

TRAINING AND UPGRADING

32.1 Effective July 1, 2000, the Employer agrees to contribute one and one half (1 1/2) percent of the gross payroll (based upon the previous month's payroll) for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

32.2 An Employee shall be granted a leave of absence without pay to take part in the 1199C Training and Upgrading Fund Program under the following terms and conditions:

- (a) The leave of absence shall be for a maximum of two (2) years.
- (b) The number of Employees granted a leave shall not interfere with the operational requirements of Covenant House Health Services.
- (c) An Employee who is granted a leave under the above conditions may return to his original job anytime within the two (2) year leave period within one (1) week after

leaving the 1199C Training and Upgrading program, provided his original job is available. If his original job is not available he may return within the prescribed time limitations to an available comparable job.

(d) An Employee who successfully completes the Training and Upgrading program may return to an available higher-rated job if he has the present ability to perform the available higher-rated job and if he returns within one (1) week after leaving the 1199C Training and Upgrading Fund Program.

32.3 Contributions so received by the Trustees shall be used to study industry 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 Declaration of Trust and any amendments thereof, which provides for equal representation by the Union and the Employers contributing to said Fund. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

32.4 An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

32.5 Together with the periodic payments herein provided, the Employer shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. Such regular monthly reports shall, as a minimum, include Employees' names, classifications, dates of hire, hours of work, social security numbers, base and gross wages or salaries paid to Employees, dates of termination or leave, and such other information as may be required by law or by the Fund in order to determine eligibility for benefits. The Employer agrees to permit the Fund accountant to audit its records to verify the accuracy of its payments.

ARTICLE 33

MISCELLANEOUS

33.1 Trial Period for Uniformed Employees. Effective upon ratification, there shall be a six (6) month trial period during which time Employees who are currently required to wear white pants will be allowed to wear solid color pants that coordinate with the color of the tops. Employees will still be required to wear white socks and white footwear. Employees must at all times wear neat, clean and professional uniforms. At the end of the six (6) months, the Employer, in its sole discretion, shall determine whether to continue to allow the colored pants.

ARTICLE 34

REOPENER

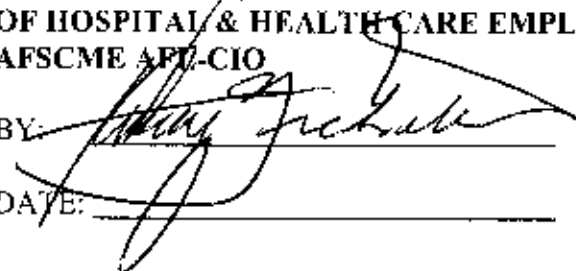
34.1 Effective July 1, 2009 and July 1, 2010, the contract shall be reopened to negotiate wages and health insurance only. All other terms of the collective bargaining agreement shall remain in full force and effect.

ARTICLE 35

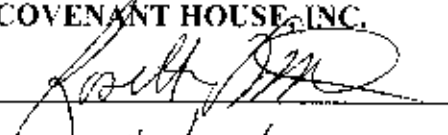
TERMINATION

This Agreement shall be in full force and effect for the period commencing July 1, 2008 and ending June 30, 2011. The Employer and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

**DISTRICT 1199C, NATIONAL UNION
OF HOSPITAL & HEALTH CARE EMPLOYEES
AFSCME AFL-CIO**

BY: 
DATE: _____

COVENANT HOUSE, INC.

BY: 
DATE: 6/24/09

6-24