

**DISTRICT 1199C
National Union of Hospital
And Health Care Employees**

COLLECTIVE BARGAINING AGREEMENT

By and between

OVERBROOK FRIEDLANDER PROGRAMS

And

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

1199 AFSCME

Hospital and Healthcare Employees

July 1, 2006

AGREEMENT

This Agreement made and entered as of this 1st day of July, 2006 by and between Overbrook Friedlander Programs, 1900 Wynnewood Road, Philadelphia, Pennsylvania 19151 (hereinafter called the "Employer"), and the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and its affiliate District 1199-C, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said institution, as hereinafter defined, now employed and collective designated as the "Employees."

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, the purpose of Overbrook Friedlander Programs is to provide support service to individuals with disabilities specifically those with a diagnosis of mental retardation. In addition to those with sensory impairment such as blindness and deaf blindness.

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the residents of the Employer as well as of its Employees and to avoid interruptions and interference with services to residents and to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE I: RECOGNITION

Section 1.

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of its regular full time and part time Employees regularly scheduled to work 15 or more hours a week including Residential Counselors, Habilitation Training Specialists I, and Habilitation Training Specialists II.

(b) Excluded from the aforesaid bargaining unit are all professionals, licensed and certified technicians, registered nurses, licensed practical nurses, business office clerical employees, directors, coordinators, managers, substitute employees, subcontracted employees, supervisory, confidential, and executive employees. "Substitute" employees are those not regularly scheduled to work and who may be called on from time to time to fill in for regular employee.

(c) A temporary employee is one who is hired for a period of up to 120 days and is so formed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The 120 day period may be extended up to an additional three (3) months or for the length of the maternity leave of the Employee being replaced, with the consent of union, which shall not be unreasonably withheld; however, such Employee shall become a member of the Union after the initial 120 day period.

Section 2.

It is agreed that this Agreement shall apply to Employees employed at any new or additional facilities of same or similar nature or type to those presently operated by the Employer and under its principal direction and control.

Section 3.

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 Article I, Section I hereof.

Section 4.

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

Section 5.

All part-time Employees covered by this Agreement shall be eligible for wages provided in this Agreement. Part-time Employees regularly scheduled to work at least 20 hours per week shall be eligible to participate in the medical insurance, long-term disability, life insurance, tuition reimbursement, and pension plan. Part-time Employees regularly scheduled to work 15 or more hours per week are eligible to accrue vacation, attendance benefit and sick leave, and bereavement leave. Such benefits shall be pro-rated based on the part-time Employee's normally scheduled work day or work week.

Section 6.

Work regularly and customarily performed by an Employee shall not be performed by a student employee or volunteer or supervisor to the extent it results in lay off of an Employee. Similarly a supervisor will not perform such work if it results in a layoff except for training emergencies and the performance of his or her regularly scheduled eight (8) hours per week direct care hours.

ARTICLE II: UNION SECURITY

Section 1.

(a) 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.

(b) All Employees hired after the effective date of this Agreement shall become members of the Union no later than the 120th day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 2.

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

Section 3.

Subject to the Grievance Procedure provision of this Agreement, 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/her discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

Section 4.

The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE III: CHECK-OFF

Section 1.

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

Section 2.

Upon written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.

Section 3.

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

Section 4.

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

Section 5.

Such Employees shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and 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."

Section 6.

(a) If any such Employee who holds conscientious objections request 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;

(b) Such costs shall include, but not be limited to, the expense of Union representation at all states of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney;

(c) The Employee 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 Employee shall be taken to arbitration;

(d) 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; and

(e) 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.

Section 7.

The Employer shall not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, shall have failed to have received sufficient wages to equal the dues or charitable deductions.

Section 8.

Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof; made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 30th day of each month, together with a list of all Employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers. In addition, each month, the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof together with the amount deducted for each Employee.

Section 9.

The Employer agrees to furnish the Union each month with the names of newly-hired Employees, including those transferred into bargaining unit position, including those from non-bargaining unit positions, their addresses, social security numbers, classifications of work, departments, rates of pay, and dates of hire, and names of terminated Employees, including those transferred out of the bargaining unit, together with their dates of termination, and names of Employees on leaves of absence and those returning from leaves of absence. The Employer shall also furnish names, prior departments, and classifications of Employees promoted and/or transferred and all pertinent information relating to the change in status of the Employee. The Employer shall furnish such additional information as reasonably required by the Union to administer this Agreement.

Section 10.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C," the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of

the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199C 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.

Section 11.

The Employer agrees to make a payroll deduction once each calendar year from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement, and remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D." This deduction shall be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

Section 12.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this implementation 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 an Employee arising from deductions made by the Employer hereunder. Once the Funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

ARTICLE IV: NO DISCRIMINATION; RESIGNATION AND TERMINATION

Section 1.

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, sexual preference, age or disability, provided such disability does not interfere with the performance of work responsibilities or duties.

Section 2.

The Employer and the Union agree that this Agreement shall be interpreted and administered in conformance with the Americans with Disabilities Act.

Section 3.

Employees are required to give two weeks written notice of their intention to leave so that a replacement can be selected and trained. Employees who have resigned or retired are entitled to a payout of their accrued and unused vacation. Employees who fail to give two weeks notice will not receive the payout of vacation they may be eligible for. In addition, Employees

must work the full scheduled shift on their last day of work to be eligible for the benefits payout, except in the case of a bona fide emergency.

ARTICLE V: UNION ACTIVITY

Section 1.

A representative of the Union shall have reasonable access to the Employer's premises provided they have obtained prior permission from the Coordinator for the purpose of conferring with the Employer, Delegates of the Union, and/or Employees, and for the purpose of administering this Agreement, and further provided that such right to visitation shall not interfere with the operation of the Program and that the Coordinator's permission shall not be unreasonably denied.

Section 2.

The Employer shall provide a bulletin board at the OFP office suite, which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to the workers in the course of employment. Such bulletin board shall be enclosed. The Employer will also provide space on existing bulletin boards for posting proper union notices at each of the homes. Such boards are not enclosed.

Section 3.

A Delegate will be provided necessary time off from his/her assigned schedule of work, without loss of pay, while involved in the manner provided in the grievance procedure. The Delegate shall advise his/her supervisor of the grievance and request time to make an appointment with the appropriate supervisor at a mutually agreeable time. The Delegate will report back to his/her immediate supervisor when his/her part in the grievance has been completed.

Section 4.

An Employee who loses time from his/her assigned schedule of work while attending health and safety meetings and/or inspections shall do so without loss of time or pay.

Section 5.

In the event it becomes necessary to investigate, discuss or settle grievances during working hours, the Delegates shall first obtain permission from the head of his/her Department, which permission shall not be unreasonably withheld, before leaving his/her place of work; the primary concern being whether there is adequate coverage of the residents.

Section 6.

Union Delegates shall be granted time off to attend Union Seminars and other Union functions that require Delegate attendance. This limited to six times per year.

Section 7.

All Delegates of the Union will head the bargaining unit, departmental and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they will return to their regular seniority standing. Such super seniority rights apply only in cases of layoff and recall.

ARTICLE VI: PROBATIONARY EMPLOYEES

Section 1.

Newly hired Employees shall be considered probationary for a period of one hundred and twenty (120) days from the date of hire, excluding time lost for sickness and other leaves of absence. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The Employer will discuss the probationary Employee's performance with him/her prior to such discharge. If such discussion was not held, the Employer will consider extending the probationary period.

ARTICLE VII: SENIORITY

Section 1. Definition

(a) Seniority shall be defined as the length of time an Employee has been continuously employed as an Employee by the Employer.

Section 2. Layoff and Recall

Should the Employer eliminate a position, the least senior Employee shall be laid off. At that time said Employee may accept the layoff or exercise one of the following options, it being understood that the employee must be qualified to perform the position he/she seeks to fill:

- (a) Take any vacant position in the bargaining unit;
- (b) Bump a probationary or temporary employee; and
- (c) If the Employee is unable to fill a position after attempting to exercise options (a) and (b) above, the Employee may then bump the least senior Employee in the bargaining unit.

Section 3.

The seniority of an Employee shall terminate after being on layoff for a period of twelve (12) months or their period of service, whichever is less.

Section 4.

Whenever a vacancy occurs within the bargaining unit, Employees on layoff who still have seniority shall be recalled in the reverse order of their layoff to fill the vacancy, so long as the Employee is qualified to perform the job.

Section 5.

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

Section 6.

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

Section 7.

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

Section 8. Promotion or Transfer

Where a vacancy occurs within the bargaining unit that is not filled by a laid off Employee, then Employees within the bargaining unit may bid for the vacant position. Among the Employees bidding for the position, the Employee with the most seniority shall be awarded the position as long as that Employee meets the qualifications for the vacant position as outlined in the job description.

ARTICLE VIII: WAGES AND MINIMUMS

Section 1.

Current employees will receive a wage increase effective September 1, 2006 based on agreement stated in Section 3.

Section 2.

Effective September 1, 2006 the job minimum will continue to be \$8.50/hour.

Section 3.

- A. Effective September 1, 2006 wages to be increased by one percent (1%).
- B. Effective September 1, 2007 wages are subject to a reopener.
- C. Effective September 1, 2008 wages are subject to a reopener.

Section 4.

Employees who pass a test for expressive and receptive sign language competency shall receive an additional \$.35 per hour.

Section 5.

The hiring rate shall be \$.25/hour less than the minimum wage in Section 2.

Section 6.

Employees who pass the Medication Administration test to be administered by the Employer shall receive a one-time lump sum of fifty (\$50) dollars. Employees currently certified shall receive a one-time lump sum of fifty (\$50) dollars.

ARTICLE IX: HOURS

Section 1.

Nothing in this Agreement shall be construed as a guaranteed workday or week. The Employer shall pay the Employees for all hours worked.

Section 2. Change in Starting Time.

In the event that the Employer wishes to permanently change an Employee's regular starting time, the Employer shall notify the Employee of such not less than two (2) weeks in advance. In the event that the Employer wishes to temporarily change an Employee's starting time due to some bona fide emergency or other condition beyond the Employer's control, or to meet an unanticipated client program, no advance warning is necessary by the Employer.

Section 3. Reporting Time.

Employees who report for work at the start of their regularly scheduled shift without being notified not to report shall, in the event no work is available, receive four (4) hours pay at

the regular rate of pay. This shall not apply when the lack of work is beyond the control of the Employer, or when the Employer is unable to contact the Employee because:

- (a) The Employee has no telephone; or
- (b) The telephone number listed with the Employer is incorrect.

Section 4.

Employees shall report ready for work at the time designated by the Employer at the beginning of their regular work day. Employees shall not be paid for time periods that they do not work due to lateness.

Section 5.

Employees are required to attend staff meetings and training sessions. Such meetings shall be scheduled as part of the regular work week. If the Employer fails to notify an Employee of a cancelled training such Employee shall receive one (1) hour's pay.

Section 6.

With prior approval in writing of the immediate supervisor, Employees may arrange to switch work slots with each other within the same scheduled work week. Written requests shall be made at least 24 hours before the proposed switch.

Section 7.

To assure the safety and well being of the Residents, the Employer shall have the right to require an Employee to work beyond his or her shift.

Section 8.

In the event that a scheduled shift ends and no replacement or relief staff is present an Employee may not leave Residents unattended.

ARTICLE X: OVERTIME

Section 1.

Overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of 40 in the work week, provided such excess hours have been authorized by the Director or his or her designee.

Section 2.

To assure the safety and well being of Residents, overtime assignments are mandatory.

Section 3.

Overtime shall be equitably distributed.

ARTICLE XI: HOLIDAYS

Section 1.

Employees shall be entitled to paid holidays within each calendar year, except as otherwise provided in Section 3(a) below.

Section 2.

The eleven (11) holidays shall be as follows:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Columbus Day
Good Friday	Thanksgiving
Memorial Day	Christmas Day
Norman Rayford Day	

All Employees earn holiday time. Full-time Employees are paid for their hours for the holiday and part-time Employees are paid a pro-rated amount. For example, a thirty (30) hour Employee would receive six (6) hours and a twenty (20) hour Employee would receive four (4) hours. Employees shall be entitled to three (3) personal days with pay. Personal days shall be scheduled at least four (4) hours in advance of the Employee's option and with the approval of the Employer. Once scheduled, personal days should not be cancelled except in an emergency.

Section 3.

(a) Recognizing that the Employer operates every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

(b) In the event an Employee is required to work on any of the holidays specified herein, he/she shall be paid at the rate of time and one-half (1/2) their regular pay for all hours worked on the holiday, in addition to the pay for the holiday;

(c) If a legal holiday falls on an Employee's regularly scheduled day off, Employee shall receive an additional day's regular pay;

(d) If a legal holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference; and

(e) The day on which a holiday is legally celebrated shall be the day on which holiday premium pay is paid to those Employees who work on that day.

ARTICLE XII: VACATIONS

Section 1.

Employees who are regularly scheduled to work fifteen (15) or more hours per week are eligible to accrue vacation time. Vacation time is accrued at different rates depending on the length of service of the individual.

Length of Service (measured at Anniversary Date)	Days Accrued Annually for full time staff person
0 to 4 years	10 (8hr) days
4 years to 8 years	15 (8hr) days
8 years to 12 years	20 (8hr) days
12 years and greater	25 (8hr) days

Vacation time can be used only after the Employee has passed probation. In order to use vacation time, the Employee must request it in writing at least two weeks in advance, and get approval from his or her supervisor which will be given within five (5) working days. To be eligible to receive vacation pay in advance for a block of five (5) or more consecutive days an Employee shall indicate such request on the written notice. The supervisor may grant or deny the request depending on the needs of the agency and the welfare of the people to who we provide service. Requests to use vacation time without the required two weeks notice may be approved in special circumstances, and is at the discretion of the supervisor.

If the nature of work makes it necessary to limit the number of Employees on vacation at the same time, the Employee with the greatest seniority shall generally be given choice of vacation periods in the event of a conflict.

Accrued, unused vacation time is paid out upon separation if the separation is voluntary and the Employee has given two weeks notice.

Employees who have in excess of 160 hours of vacation leave at the end of the fiscal year, or June 30th, will lose all accrued hours in excess of 160. Vacation leave is not accrued when an individual is on an extended unpaid leave of absence.

Section 2.

The vacation eligibility year and/or the vacation eligibility dates shall be as heretofore.

Section 3.

Vacation pay shall be based upon the Employee's regular pay.

Section 4.

Vacations shall be taken each year. Employees will not be compensated for vacation time not taken. Up to a maximum of four (4) weeks unused vacation may be carried over to the following year.

Section 5.

No one shall earn less vacation as a result of the vacation system effective with this Agreement.

Section 6.

Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered time worked in determining the amount of vacation pay for Employees.

ARTICLE XIII: SICK LEAVE

Section 1.

Employees who are regularly scheduled for 15 hours per week or more are eligible to accrue sick leave. Full time Employees accrue 64 hours or 8 (8-hour) days per year, with part time Employees accruing at a prorated amount.

Employees who have in excess of 192 hours of sick leave at the end of the fiscal year, or June 30th, will lose all accrued hours in excess of 192. Sick leave is not accrued when an individual is on an extended unpaid leave of absence. Employees are eligible to use sick leave after successfully completing 30 days of service with OFP. Unused sick leave is NOT paid out upon separation from employment with the Employer.

Sick leave can be used for Employee illness as well as for the illness of family members dwelling within the Employee's household.

Employees wishing to use sick time must call in sick at least four (4) hours in advance of his or her scheduled shift. Employees must notify their supervisor directly for each shift during which the Employee will be unable to report to work. If the immediate supervisor is unavailable or fails to respond a page, the Employee should contact the next level supervisor. For absences of three (3) days or more, the supervisor may request a doctor's certification of illness.

Section 2.

Employees will continue to earn vacation and holiday benefits while out on paid sick leave.

Section 3.

Employees will not be required to furnish a doctor's certification until absent for more than three (3) consecutive days, except the certification will be required for absences on weekends and holidays.

Section 4.

If an Employee is injured on the job during the course of any work day and reports the injury to the Employer, and, if on orders of a physician an Employee is kept in the hospital or sent home, said Employee shall be paid the balance of his work day at his/her regular rate.

Section 5.

Pay for any day of sick leave shall be at the Employee's regular pay. Sick leave pay must be requested as sick leave no later than one (1) day after the Employee returns to work whether or not a doctor's certificate is required.

ARTICLE XIV: PAID LEAVE

Employees, after their first one hundred and twenty (120) days of employment, shall be entitled to paid leave as follows:

Section 1.

An Employee shall be paid at the regular rate of pay for three (3) working days' absence in the event of the death of a parent, legal guardian, spouse, child or grandchild, co-habiting partner and any one living in the Employee's household; two (2) working days' absence for grandparent, brother, sister, or in-laws.

Section 2.

All Employees who have completed their probationary period and who are called to serve as jurors will receive their regular pay less their pay as jurors for each work day while on jury duty. If the Employer feels that the Employee's work is essential, an excuse from jury duty will be requested. The Employer will aid such Employees in securing release from jury duty.

ARTICLE XV: UNPAID LEAVE

Section 1.

The Employer and the Union shall adhere to the Family and Medical Leave Act (FMLA).

Section 2.

An Employee must give the Director or designee two (2) weeks or more notice when possible, of his or her date of return from all leaves of absence.

Section 3.

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

Section 4.

Employees on leave of absence shall not be permitted to accept other employment during such leave. Violators will be discharged.

Section 5.

Whenever the Employer requests and so notifies an Employee to submit a medical certificate as a condition of returning to work, such certificate must be submitted prior to or simultaneous with the Employee's return to work.

ARTICLE XVI: MISCELLANEOUS

Section 1.

If a holiday falls on payday, the Employees shall be paid the day before.

Section 2.

The Employer shall pay for the physical examination of an Employee required by the Employer so long as payment is not available through the benefits program.

Section 3. Transportation Allowance.

Employees will not be asked to use their personal vehicles for OFP business. When an employee is assigned to transport a resident for a visit to a Doctor, the Employee will be provided with an agency vehicle. Employees assigned to work at a different OFP site or assist a resident at the hospital will be given the federally approved reimbursement for mileage if they use their own car or reasonable travel expenses if they do not use their car.

Section 4. Inclement Weather.

If weather conditions are severe enough to cause major interruptions in the public transportation system and if an Employee has made a reasonable effort to get to work and arrives within one (1) hour of his or her scheduled starting time, the full shift will be paid. If Employees are required to remain on the job because of the weather the Employee shall be paid in accordance with the Wage and Overtime Articles.

Section 5.

The Employer will not require make up of weekends.

Section 6.

The Employer shall provide to the Union, and post at the OFP office, once yearly, an updated seniority list. The Employer shall also provide such list at each of the homes.

Section 7.

For pay purposes only there shall be a grace period of seven (7) minutes.

Section 8.

The Employer shall not subcontract any bargaining unit work that causes the layoff of a regular Employee.

Section 9.

All minor infractions on an Employee's personnel record will be cleared after twelve (12) months if free of such infraction.

ARTICLE XVII: HEALTH AND WELFARE

Medical Insurance

Overbrook Friedlander Programs offers medical insurance benefits to Employees who are regularly scheduled to work at least 20 hours per week, after successfully completing one month of service. An Employee may cover him/her self, along with his/her spouse and any children in the immediate family. The biweekly premium the Employee pays increases with the number of people he or she adds to the insurance policy. Effective September 1, 2006 and for the duration of the Collective Bargaining Agreement the Employer shall pay for individual coverage, an amount equal to 95% of the premium cost as of the date of this Agreement for individual coverage under the proposed base plan, the Keystone HMO C1F101 and 75% of the premium for any dependent coverage, and the remaining portion of the premiums with pre-tax deductions from his/her biweekly paycheck.

Cobra Benefits

At the time of the Employee's termination from employment, the Employee may opt to continue coverage at his or her own expense, by reimbursing the Employer for the full amount of the premium payment. At the time of termination, the Employee must decide whether they wish to continue the insurance at their own cost, or have the Employer discontinue the coverage.

Life Insurance and Long Term Disability

The Employer offers Life Insurance and Long Term Disability coverage at no charge for all Employees regularly scheduled to work 20 or more hours per week, once the Employee has passed the four-month probationary period. The Life Insurance plan is a term policy in which all participants under 65 years of age are covered for \$10,000 face value, \$6,500 for those who are 65 - 69 years of age, and \$5,000 over 70 years of age.

Long Term Disability is a benefit providing one half of an Employee's regular salary after a period of three months out on disability. Long Term Disability is provided for injuries that occur off-the-job and cause an Employee to be unable to work at his/her job. Determination of what constitutes a disability and when payment is appropriate are made by the insurance company.

Additional amounts of Life Insurance/ADD coverage above the \$10,000 provided by OFP can be purchased by Employees if they choose to do so, in \$1,000 increments. Employees who are interested in taking advantage of this voluntary option should contact the Human Resources office for more information on how to sign up. Employees who sign up for the voluntary plan within 30 days of eligibility are not subject to questions about health issues by the insurance company.

ARTICLE XVIII: PENSION PLAN

Section 1.

Overbrook Friedlander Programs offer a retirement plan to all Employees who are regularly scheduled to work 20 hours or more per week, after the four month probationary period has passed.

The plan entitles all eligible participants to contribute pre-tax dollars to their retirement fund, subject to limits placed on this amount by law. One of these restrictions is that under no circumstance can over \$9,500 be contributed in a single year. There are a number of other restrictions, which are outlined in the plan summary available from the Human Resources Office.

OFP will contribute matching funds equal to 60% of the Employee's contribution. (For example, if an Employee chooses to have \$25 deducted from each paycheck to put into the pension plan, the Employer will add \$15 each pay period to match the contribution, as long as this is not more than 5% of the Employee's gross pay.) The maximum the Employer will match is 5% of gross pay. Employees may contribute funds in excess of the 5%, up to maximums outlined in the restrictions above. However, the Employer's match will only be paid on contributions up to 5% of the gross pay for that pay period.

OFP also contributes three percent (3%) of an Employee's gross salary to the retirement account each year, regardless of whether the person makes voluntary contributions. (This is a once-per-year match, in addition to the match each pay period if an Employee decides to make your own contributions to the pension plan.) To receive this contribution, an Employee must:

- Be employed by OFP for at least four months;
- Regularly work 20 or more hours per week during the year; and
- Be an active Employee or on approved leave on December 31 of the year the 3% contribution is paid.

Please note that the 3% Employer contribution is paid into an Employee's retirement account in the calendar year after December 31 of the year it is "earned" in. For example, if an Employee met all of the above qualifications on December 31, 1996, an Employee would not have received the 3% contribution until all paperwork is processed and a check would have been posted to his or her account in early 1997.

ARTICLE XIX: MANAGEMENT RIGHTS

Section 1.

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct, and schedule the working force; to plan, direct, and control operations; to hire and discharge Employees for just cause; to promulgate rules and regulations; to introduce new or improved methods or facilities and in all respects to carry out, in addition, the ordinary and customary functions of management.

Section 2.

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

ARTICLE XX: TUITION REIMBURSEMENT

Employees who are regularly scheduled to work 20 or more hours per week may be eligible for Tuition Reimbursement. To be eligible for reimbursement, a course must be taken for credit through an accredited educational institution, and must be for the purpose of improving performance in the present job classification. The course must directly relate to the present job duties. Employees are only eligible for Reimbursement upon successful completion of the course, at the discretion of the Program Administrator, as evidence by a grade C or better in graded courses, a Pass in a Pass/Fail grading system or a Certificate of Completion.

Tuition reimbursement is granted on a funds available basis and upon prior approval by the Program Administrator. Tuition is reimbursed at 75% of the total tuition cost for those who are scheduled to work 30 to 40 hours per week and at 50% for those who work 20 to 30 hours per week. Those who are substitute Employees and those scheduled for less than 20 hours per week are not eligible for tuition reimbursement.

Employees seeking reimbursement should present their course descriptions to the Human Resources Coordinator so they can be advised which courses will be eligible for reimbursement.

ARTICLE XXI: DISCHARGE AND PENALTIES

Section 1.

The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2.

The Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but not later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure, hereinafter set forth, however, commencing at STEP 3 of the grievance machinery.

Section 3.

When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Delegate shall be notified by the Employer, and the Delegate shall, without loss of pay be offered the opportunity to consult with the Employee for a reasonable period of time at a place designated by the Employer, before the Employee leaves the premises.

Section 4.

All time limits specified shall be deemed exclusive of Saturdays, Sundays and Holidays.

ARTICLE XXII: NO STRIKE OR LOCKOUTS

Section 1.

No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

Section 2.

The Union, its officers, agents, representatives, and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or tend support to any such conduct or action.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall

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

Section 4.

The Employer agrees that it will not lock-out Employees during the term of this Agreement.

ARTICLE XXIII: GRIEVANCE PROCEDURES

Section 1.

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

- STEP 1. Within a reasonable time (except as provided in Article XXIV, "Discharge and Penalties"), an Employee having a grievance and/or the Union Delegate or other representative shall take it up with the immediate supervisor. The Employer shall give its answer to the Employee and/or the Union Delegate or other representative within five (5) working days after the presentation of the grievance in STEP 1.
- STEP 2. If the grievance is not settled in STEP 1, the grievance may, within five (5) working days after the answer in STEP 1, be presented in STEP 2. When grievances are presented in STEP 2, they shall be reduced to writing, signed by the grievant and the Union representative, and be presented to the grievant's Department Head or his/her designee. A grievance so presented in STEP 2 shall be answered by the Employer in writing within five (5) working days after its presentation.
- STEP 3. If the grievance is not settled in STEP 2, the grievance may, within five (5) working days after the answer in STEP 2, be presented in STEP 3. A grievance shall be presented in this STEP to the Personnel Director or Administrator of the institution, or his/her designee; and that person shall

render a decision in writing within five (5) working days after the presentation of the grievance in this STEP.

Section 2.

Failure on the part of the Employer to answer a grievance at any STEP shall not be deemed acquiescence thereto, and the Union may proceed to the next STEP.

Section 3.

Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at STEP 3 in the first instance, within the time limit specified in STEP 3.

Section 4.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at STEP 3 by notice in writing addressed to the Union at its offices.

Section 5.

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

Section 6.

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

ARTICLE XXIV: ARBITRATION

Section 1.

A grievance, as defined in Article XXIII ("Grievance Procedures"), which has not been resolved thereunder may, within thirty (30) working days after the completion of STEP 3 of the grievance procedure, be referred for arbitration by the Employer or by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association (hereinafter call "AAA"). The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

Section 2. Expedited Arbitration Procedure for Discharge Cases.

The parties agree that discharge cases and cases which would be nullified due to timeliness may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following procedure:

(a) Within seven (7) calendar days after receipt of the Employer's STEP 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure:

(1) The Union shall initially notify the Employer's administrator by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties shall agree on a hearing date that falls within thirty (30) calendar days of such notification by the Union;

(2) The Union will then confirm in writing to the Employer's Administrator or his/her designee that it is proceeding to submit the discharge case grievance to the AAA and will set forth the agreed-upon hearing date;

(3) The Union shall notify the AAA which shall submit to the parties a list of arbitrators who are available to hear the case on the agreed-upon hearing date; and

(4) The arbitrator shall issue a written opinion within thirty (30) days of the close of the hearing.

(b) All other rules and procedures of the regular arbitration procedure shall be applicable to the expedited procedure.

Section 3.

The fees and expenses of the AAA and the arbitrator shall be borne equally by the parties.

Section 4.

The award of an arbitrator hereunder shall be final, conclusive, and binding upon the Employer, the Union and the Employees.

Section 5.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Article XVI, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

ARTICLE XXV: EFFECT OF LEGISLATION/SEPARABILITY

Section 1.

It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States.

ARTICLE XXVI: STATE LICENSING AND REGULATION

Section 1.

Recognizing that the Employer receives its legal right to operate through the licensing of its programs by the Pennsylvania Department of Public Welfare, the Employees shall adhere to all state regulations, including those pertaining to completion of required covering but not limited to in-service training, physical plan, fire safety, personnel, client rights and abuse, non-discrimination in client services, and all programmatic regulations. Employees shall also adhere to Program Operations Manuals and procedures promulgated from these regulations.

ARTICLE XXVII: DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect for the period commencing on the first day above written and ending midnight June 30, 2009. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination day of this Agreement.

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

By: 

OVERBROOK FRIEDLANDER
PROGRAMS

By: 

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