

**ALLEGHENY VALLEY SCHOOL**

**and**

**DISTRICT 1199C**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2007 - June 30, 2012**

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## AGREEMENT

This AGREEMENT made and entered into this 26<sup>th</sup> day of July, 2007 between ALLEGHENY VALLEY SCHOOL, SINGLE FAMILY RESIDENCES, Philadelphia PA. called "AVS" or the "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AND ITS AFFILIATE DISTRICT 1199C (hereinafter called the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

### WITNESSETH:

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

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

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

### ARTICLE I RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time House Manager Aides regularly scheduled to work thirty (30) hours or more per week and regular part-time House Manager Aides regularly scheduled to work at least sixteen (16) hours but less than thirty (30) hours per week, and excluding all supervisors, confidential Employees and temporary Employees.
2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Section 1 hereof.
  - (a) A full time Employee is an Employee who is regularly scheduled to work at least 30 hours per week.
  - (b) A regular full-time Employee is an Employee who is regularly scheduled to work forty (40) hours per week.

- (c) A 30 hour full-time Employee is an Employee who is regularly scheduled to work at least thirty (30) hours but less than forty (40) hours per week.
    - (i) A weekend full-time Employees is an Employee who is regularly scheduled to work at least fifteen (15) hours per day on both Saturday and Sunday
  - (d). A part-time Employee is an Employee who is regularly scheduled to work less than thirty (30) hours but at least sixteen (16) hours per week.
3. A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time he/she is hired, or a person who is hired to fill a temporary job or for a special project or to replace an Employee on a leave of absence or vacation. The initial three (3) month period may be extended up to an additional three (3) months or for the length of a medical leave of absence of the Employee being replaced after consultation and agreement of the Union. Such agreement will not be unreasonably withheld by the Union. Such temporary Employee shall have no seniority rights or other rights under this Agreement except that should any temporary Employee become a regular Employee, seniority shall begin on the date the Employee was hired. Temporary Employees may be disciplined, discharged, laid off, or terminated for any reason at the discretion of the Employer and said discipline, discharge, layoff or termination shall not be subject to the grievance and arbitration provisions of this Agreement.
4. At the time a new Employee subject to the Agreement is hired, the Employer shall inform said Employee that the Employer recognizes and is in contractual relations with the Union.

## **ARTICLE II**

### **UNION SECURITY**

1. All Employees on the payroll prior to ratification of this Agreement who are members of the Union at the time this Agreement is executed and those whose voluntarily become members of the Union after the date of this Agreement, shall maintain their membership in the Union for the duration of the Agreement as a condition of their employment. These Employees may resign from the Union during the period of ninety (90) days prior to the expiration of this Agreement.
2. All full-time and regular part-time Employees who are regularly scheduled to work sixteen (16) hours or more per week who are hired by AVS after ratification of this Agreement who are not members of the Union shall become members of the Union upon completion of their probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

3. 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.
4. An Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
5. The Union shall indemnify and save AVS harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by AVS for the purpose of complying with any of this provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of AVS' reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

### **ARTICLE III** **CHECK-OFF**

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 probationary period, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employees' pay upon thirty (30) days' written notice from the Union.
2. Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.
3. Employees who do not sign written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.
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 Employer, shall not be required to join and remain a member of the Union as a condition of employment.

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

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

- a. Such costs shall include, but not be limited to the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
- b. The Employees shall not have the right, authority or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employees shall be taken to arbitration.
- c. If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit "B," attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
- d. Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

7. 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 1199C Credit Union to the account of said Employee.

8. The Employer shall be relieved from making such check-off deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining units, or (c) layoff from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Section I hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

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

10. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th of each month, together with a list of all Employees from whom dues and/or initiation fees have been deducted, and their Social Security numbers.

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

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

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

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

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

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

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

**Step One:** The Employee or Employees affected shall take the matter up with his/her immediate supervisor within seven (7) 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 seven (7) days after the supervisor's answer, appeal to STEP TWO.

**Step Two:** The grievance shall be reduced to writing by the grievant or the Union and referred to the Human Resources Manager or his/her authorized representative. Within seven (7) days of the Human Resources Manager's receipt of the grievance, the grievant and/or the Union shall meet with the Human Resources Manager or his/her authorized representative to discuss the grievance. The Human Resources Manager or his/her authorized representative shall have five (5) days after the Step 2 meeting to give his/her answer. If no satisfactory settlement is reached within five (5) days after the date of the Human Resources Manager's answer, the grievant or the Union may appeal the matter to STEP THREE.

**Step Three:** The grievant or the Union will submit the written grievance to the Administrator or his/her designee within seven (7) days of the Step 2 answer. Within seven (7) days of the Administrator's receipt of the grievance, the grievant and/or the Union shall meet with the Administrator or his/her authorized representative to discuss the grievance. The Administrator or his/her authorized representative shall have five (5) days after the Step 3 meeting to give his/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 thirty (30) days, of the date of the answer of the Administrator or his/her designee. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

2. **Effect of Failure to Appeal.** Any grievance shall be considered as settled on the basis of the last answer of AVS if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.
3. **Effect of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between AVS and the Union shall be final and binding upon the grievant, Employees who are involved or affected thereby, the Union and the Employer. Any interpretation of this Agreement agreed upon by AVS and the Union shall be final and binding upon all Employees and upon the Union and AVS.
4. **Computing Time Limitations.** Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

5. **Suspension/Discharge.** An Employee who has been suspended or discharged shall bypass Steps One and Two of the Grievance Procedure and file his/her grievance directly with the Administrator SFR within five (5) days of the suspension or discharge, provided that a grievance of a suspension pending an investigation must be filed within (5) days of the Employee being notified of the results of the investigation.
6. **Class Grievance.** A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in STEPS 1 and 2 lacks authority to settle, may initially be presented at STEP 3 by the Union representative, as a class grievance.

## **ARTICLE VI** **ARBITRATION**

1. **Authority of Arbitrator.** The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change, or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon AVS which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.
2. **Effects of Decision.** The decision of the arbitrator shall be final and binding upon AVS, the Union, and the Employees covered by this Agreement.
3. **Expenses.** The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.
4. **Retroactivity.** Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the grievance procedure except if the grievance concerns an error in the Employee's base rate of pay. The proper base rate of pay shall be applied retroactive to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by AVS and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claimed.
5. **Individual Abuse.** In the event of a grievance concerning an Employee's discharge or discipline for reasons related to individual-care abuse, the arbitrator is only empowered to make factual determinations and must uphold the discharge or suspension and deny the grievance if he/she finds that the facts relied upon by the Employer are substantially accurate and that individual-care abuse, as defined by AVS policy, actually occurred.

6. **Attendance of Individual.** If the discharge or discipline of an Employee results from conduct relating to an individual and the individual (resident/client) does not appear at the arbitration, the arbitrator shall not consider the failure of the individual to appear as prejudicial.

**ARTICLE VII**  
**NO STRIKES, LOCKOUTS AND WORK STOPPAGES**

1. **No Strikes, Lockouts Work Stoppages, Etc.** Employees shall not engage in any strike, sympathy strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. 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, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.
2. **No Lockouts.** AVS agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.
3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sitdown, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Employer, occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
  - a. Publicly disavow such action by the Employees;
  - b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union;
  - c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately;
  - d. Post notices at Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

**ARTICLE VIII**  
**UNION ACTIVITY, ACCESS TO FACILITY AND BULLETIN BOARD**

1. The Employer agrees that representatives of the Union, who may be local, district or national representatives, after first notifying the Administrator of the SFR Program or his/her designee, and after receiving permission, shall have reasonable access to all areas where Employees work except the individuals' living areas, on the premises of the Employer at any time during working hours to conduct Union business relative to the application or interpretation of this Agreement. Such permission will not be unreasonably denied. It is understood that such activity may not interfere with the care of the individual(s) or interfere with the individual's/client's rights.
2. Work schedules of Employees elected as Union delegates shall be adjusted to permit attendance at regular delegate assembly meetings provided that the Employer's operations shall not be impaired and provided further that at least fourteen (14) calendar days' advance notice is given to the Employer.
3. When a delegate finds it necessary to enter a facility of the Employer in the course of performance of required duties as a delegate, he/she shall first notify the Administrator of the SFR Program and receive permission. Such business shall not interfere with the operation of the Employer. Such permission will not be unreasonably denied.
4. The Employer shall provide one (1) bulletin board at each facility for the exclusive use of the Union for the purpose of posting Union notices. Such bulletin board shall be placed conspicuously and at places readily accessible to Employees in the course of employment.

**ARTICLE IX**  
**PROBATIONARY EMPLOYEES**

1. An Employee shall complete his/her probationary period after he/she has worked for the Employer for ninety (90) days. A ninety (90) day extension will be granted upon management's request.
2. If an Employee is absent for any reason during his/her probationary period, the number of days he/she has been absent shall be added to the ninety (90) day eligibility period and he/she shall not complete his/her probationary period until an equivalent amount of days has been worked.
3. If at any time during an Employee's probationary period, he/she is disciplined, suspended or discharged by the Employer for any reason, such discipline, suspension or discharge shall not be subject to the grievance and/or arbitration provisions of this Agreement.

**ARTICLE X**  
**HIRING**

1. The Employer may utilize the Union's Employment Service for the recruitment and referral of qualified Human Resources for Employer bargaining unit job vacancies and training positions.
2. If the Employer decides to utilize the Union's Employment Service, the Employer shall notify the Union's Employment Service of all bargaining unit job and training position vacancies and shall afford the service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.
3. The Employment Service shall be administered by the Union and the costs of operating the service shall be borne by the Union.
4. Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event it utilizes the service and the Employment Service does not refer qualified applicants within said twenty-four (24) hour period.

**ARTICLE XI**  
**SENIORITY**

1. **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 been continuously employed as a house manager aide.
  - (c) Location seniority is defined as the length of time an Employee has been continuously employed at a particular home owned or leased by AVS as a regular Employee.
2. **Accrual.**
  - (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

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

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

- (a) quits, retires, resigns or is discharged for just cause;
- (b) fails to report to work following a recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged, within five (5) working days after being notified by telegram or mail at the last address in AVS' records, notice is complete upon sending; TA, 5/7/07;
- (c) is absent for three (3) consecutive working days without notifying AVS, unless the Employee presents an excuse acceptable to AVS;
- (d) uses a leave of absence for reasons other than for the reason that the leave was approved for;
- (e) is laid off for a period of twelve (12) months or a period exceeding the length of the Employee's continuous service, whichever is less;
- (f) fails to return following the end of a leave of absence, vacation or medical leave, unless the Employee presents an excuse acceptable to AVS;
- (g) is employed by another employer during a leave of absence, except for military duty or part-time work which does not conflict with hours of work at AVS;

- (h) fails to return following a disciplinary suspension;
  - (i) is absent for any reason for a period that exceeds an appropriate leave of absence.
4. The Employer shall provide the Union with an updated seniority list on an annual basis. That list shall be posted on all Union bulletin boards.
  5. Location seniority shall be used for purposes of vacation preference.

**ARTICLE XII**  
**LAYOFF**

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

1. Reduction in force shall be by job classification, using job classification seniority.
2. Probationary Employees within the job classification shall be the first affected, then temporary Employees within the job classification.
3. After probationary Employees and temporary Employees, job classification seniority shall apply.
4. For purposes of layoff and recall only, Union delegates shall have superseniority so long as they can do the job.
5. If a part-time Employee (as defined in this Agreement) has greater full-time equivalent seniority than a full-time Employee in the same classification who is laid off, the part-time Employee must be willing to accept full-time employment to continue working.

**ARTICLE XIII**  
**RECALL**

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

**ARTICLE XIV**  
**HOURS OF WORK**

1.
  - (a) The regular workday for full-time Employees other than weekend full-time Employees shall consist of
    - (i) eight hours per day,
    - (ii) eight and one-half (8-1/2) hours per day, which includes a thirty (30) minute unpaid meal period, or
    - (iii) nine hours per day, which includes a one (1) hour unpaid meal period.
  - (b) The regular workday for weekend full-time Employees shall consist of sixteen (16) hours per day which includes two (2) unpaid thirty (30) minute meal periods, unless the employee works alone, in which case, there will be no unpaid meal period.
  - (c) The regular work week for full-time Employees other than weekend full-time Employees shall consist of thirty (30) or more hours, which do not include unpaid meal periods.
  - (d) The regular work week for weekend full-time Employees shall consist of thirty-one (31) hours, which do not include unpaid meal periods.
2. Meal periods may be taken only if another staff person is available to relieve the Employee from duty. If the meal period cannot be taken in accordance with the first sentence, the meal period will be paid, provided the manager is notified in advance and approves working through the meal period. Meal periods may not be taken in areas where other staff are working. If the Employer does not provide a place in which Employees can eat in private, then Employees may eat privately in the house and ask any resident who enters the area to leave while the Employee eats. Sleeping is not permitted at any time on AVS property.
3. For lateness of up to seven and one-half (7-1/2) minutes an Employee shall not be docked. Employees shall be docked for lateness of more than seven and one-half (7-1/2) minutes. However, Employees can be disciplined for any lateness, even lateness of less than seven and one-half (7-1/2) minutes.
4. An Employee who reports for work at their scheduled time shall be given the opportunity to work the number of hours scheduled.
5. Overtime will be assigned to volunteers wherever practicable. Employees will be required to work overtime when necessary for the proper administration of the programs of the Employer.

6. Employees shall be notified at least two (2) weeks in advance of a permanent change of shift starting time except if the change of shift starting time is caused by an emergency or a condition beyond AVS' control.

#### **ARTICLE XV OVERTIME**

Time and one-half shall be paid for all hours or parts of hours actually worked in excess of forty (40) hours in a work week, or twelve (12) hours in a work day for employees who work on an eight (8) hour shift. There shall be no pyramiding of overtime.

#### **ARTICLE XVI BARGAINING UNIT WORK**

Supervisors or other Employees not in the bargaining unit shall not perform work normally performed by Employees covered by this Agreement at any time except where:

1. There is an emergency;
2. It is necessary to train Employees;
3. It is essential to maintain required coverage.

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

#### **ARTICLE XVII NON-DISCRIMINATION**

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

**ARTICLE XVIII**  
**LEAVES OF ABSENCE**

1. Medical Leave of Absence. Unpaid medical leave of absence may be granted for a period of up to twelve (12) weeks because of a serious health condition that makes the Employee unable to perform the functions of the Employee's job, in accordance with the Employer's Family and Medical Leave Act policy. At the Employer's discretion, an extension of an additional twelve (12) weeks may be granted. Such extension shall not be unreasonably denied.
2. Family Leave. Unpaid leave of absence may be granted for a period of up to twelve (12) weeks for the birth of a son or a daughter, to care for the newborn child, for the placement with the Employee of a son or daughter for adoption or foster care or to care for the Employee's spouse, son, daughter or parent with a serious health condition, in accordance with the Employer's Family and Medical Leave Act policy.
3. Military Leave. Employees will be granted time off without pay for military leaves of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend National Guard, U.S. Reserve training camp, and other similar involuntary military obligations. AVS has the right to require written verification of any military leave.
4. Leave for Union Business. Any member of the Union may, upon written request by the Union, be granted a leave of absence for Union business on a calendar year basis, provided such leave will not interfere with the operations of the Employer. Such leave of absence may be extended for one (1) additional year by written notice to the Administrator of the STR Program by the Union. A maximum of two (2) Employees may be on a long-term leave for Union business at any one time. Employees on leave for Union activities will retain and continue to accrue seniority, but will not otherwise be entitled to compensation or benefits. Upon receipt of written notification from the Union, within twenty-four (24) months from the date the Employee originally began the leave for Union business, the Employer will offer employment to the Union member in the job classification he/she held just prior to the leave, based upon his classification seniority. If the Employee's job classification no longer exists, he/she will be offered employment to a substantially similar classification based upon his/her bargaining unit seniority.

**ARTICLE XIX**  
**SICK LEAVE**

1. "Sick leave" is defined as an absence of an Employee from work by reason of his/her illness or accident which is non-work connected or is not compensable under the worker's compensation laws of Pennsylvania.
2. Sick leave shall be earned at the following rate per month of continuous service for full-time Employees after completion of six (6) months of employment, starting with the first of the month.
  - (a) Regular full-time Employees shall earn sick leave at the rate of eight (8) hours per month of continuous service.
  - (b) 30 hour full-time Employees shall earn sick leave at the rate of six (6) hours per month of continuous service.
3. To be eligible for benefits under this Article, an Employee who is absent must notify their supervisor not later than two (2) hours prior to the start of their regularly scheduled work day.
4. Each full-time Employee shall have the right to accumulate unlimited paid sick leave.
5. Allegheny Valley School reserves the right to require a doctor's certificate in order for an Employee to receive sick leave. Allegheny Valley School will require a doctor's excuse for illness of three or more successive days. Doctor's excuses should contain this information:
  - (1) days covered by the excuse;
  - (2) reason for absence;
  - (3) doctor's full signature and date excuse is written;
  - (4) excuses must be written on appropriate doctor's stationery or prescription pad;
  - (5) appointment cards with "return to work" and a date are not acceptable;
  - (6) excuse must state that the Employee does not pose a risk to the health and/or safety of others; that the Employee may return to work without restrictions or is able to work if specific precautions are taken that will prevent the spread of disease to other individuals. These specific precautions must be listed;
  - (7) if there are specific restrictions indicated due to physical limitations, they must be listed;

- (8) AVS reserves the right to require more detailed information from the Employee's doctor if AVS deems it to be job related and consistent with business necessity.
6. An Employee shall not be paid for unused sick leave.
7. Pay for any day of sick leave shall be at the Employee's regular rate of pay.
8. An Employee on leave of absence shall not earn sick leave under the provisions of this Article.
9. The Employer shall provide to the Union the name of its Worker's Compensation insurance carrier and the policy number, upon execution of this Agreement.

**ARTICLE XX**  
**HOLIDAYS**

1. New Year's Day, Martin Luther King's Birthday (when the national holiday is celebrated), Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid holidays. Each regular full-time Employee not scheduled to work on any such holiday shall be paid eight (8) hours at his/her regular straight-time rate of pay. Each 30 hour full-time Employee not scheduled to work on any such holiday shall be paid for six (6) hours at his/her regular straight time rate of pay, provided that:
  - a. Such Employee has satisfactorily completed his/her probationary period preceding the holiday involved; and
  - b. Such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday.
2. Any Employee working on New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, shall receive time and one-half of his/her regular hourly rate for all hours actually worked those days. In addition, regular full-time Employees shall receive an additional eight (8) hours straight-time pay, and each 30 hour full-time Employee shall receive an additional six (6) hours straight-time pay, provided that such Employee has satisfactorily completed his/her probationary period preceding the holiday involved; and such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday. It is the intent of this Section to pay premium time only for hours worked on the above holidays.

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3. An Employee who is scheduled to work on any holiday and does not work shall receive no holiday pay.
4. Legal holidays which occur during a leave of absence are forfeited. Vacation, personal and perfect-attendance days may not be used for legal holidays.
5. The legal holiday is the period beginning with the night shift preceding the holiday.

**ARTICLE XXI**  
**VACATIONS**

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

<u>Continuous Service</u>	<u>Paid Vacation</u>
After one completed year of continuous service	2 work weeks
After four completed years of continuous service	3 work weeks
After ten completed years of continuous service	4 work weeks

2. Vacation benefits shall be earned as follows:
  - a. No vacation shall be earned until an Employee has been actively employed in continuous service for at least one (1) year.
  - b. After one (1) year of continuous active service, on an Employee's anniversary date he/she is credited with the amount of vacation he/she is entitled to, as set forth above, based upon the prior year's service.
  - c. There is no accrual of vacation for partial years of service except as set forth below. Vacation accrues only once a year on the Employee's anniversary date, provided the Employee has been actively employed for the entire prior year. If the Employee has been on an approved leave of absence, he/she receives a pro-rated vacation entitlement on his/her anniversary date, based upon active service during the prior year.
3. There shall be no carryover of vacation time. Vacation time must be used in the 12-month period following the anniversary date on which it is earned. The vacation request procedure

in effect at the time of the signing of this Agreement shall continue. The number of Employees on vacation at one time shall be at the discretion of AVS.

4. No vacation shall be granted that is less than one (1) work day.
5. Employees with at least one (1) year of continuous service and who resign shall receive pay in lieu of unused earned vacation, provided that advance written notice equal to at least two (2) weeks is given. Employees who are laid off due to lack of work shall be paid all earned and unused vacation time up to the date of layoff. Employees who are terminated shall be entitled to all unused earned accumulated vacation.

**ARTICLE XXII**  
**DEATH IN FAMILY**

1. In the event of the death of an Employee's parents, spouse, child, legal guardian or stepchild, an Employee who has completed his/her probationary period will be allowed up to the Employee's regularly scheduled weekly hours off with pay at his/her regular straight-time rate of pay, provided time off is taken between the date of the death and the second day following the funeral and provided further that the Employee attends the funeral. In the event the funeral is scheduled on a day that is not a regularly scheduled work day for the Employee, he/she shall not receive any pay for that day under this provision. The Employer may, in its sole discretion, waive the funeral attendance requirement when it believes the Employee was unable to attend the funeral for a reason acceptable to the Employer.
2. In the event of the death of an Employee's sibling, grandparent grandchildren, or parent in law an Employee who has completed his/her probationary period will be allowed up to the following amount of the Employee's regularly scheduled weekly hours off with pay at his/her regular straight-time rate of pay, provided time off is taken between the date of the death and the day following the funeral and provided further that the Employee attends the funeral. In the event the funeral is scheduled on a day that is not a regularly scheduled work day for the Employee, he/she shall not receive any pay for that day under this provision.

<b>Regular Scheduled Weekly Hours</b>	<b>40</b>	<b>36</b>	<b>32</b>	<b>36</b>	<b>30</b>	<b>24</b>	<b>16</b>
<b>Hours Off</b>	<b>24</b>	<b>22</b>	<b>19</b>	<b>22</b>	<b>18</b>	<b>14</b>	<b>10</b>

3. In the event of the death of an Employee's brother-in-law or sister-in-law, an Employee who has completed his/her probationary period will be allowed up to the following amount of the Employee's regularly scheduled weekly hours off with pay at his/her regular straight-

time rate of pay to attend the funeral, provided that the funeral is held on a regularly scheduled work day for the Employee.

<b>Regular Scheduled Weekly Hours</b>	<b>40</b>	<b>36</b>	<b>32</b>	<b>30</b>	<b>24</b>	<b>16</b>
<b>Hours Off</b>	<b>8</b>	<b>7</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>3</b>

4. Advance notice must be given to the Employee's supervisor before any time can be taken.
5. 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 XXIII** **JURY DUTY**

1. The Employer agrees to compensate Employees who have completed their probationary period, their regular straight-time rate for time lost from their regular working hours for serving as a juror, provided they submit to AVS the money or sign over the check representing the amount of jury-duty pay received. This provision shall not apply for a period in excess of 3 regularly scheduled working weeks, for any Employees.
2. Receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer and the Employer may request that the Employee be excused from such jury duty.
3. Employees are expected to return to work on those days when jury is not in session.

#### **ARTICLE XXIV** **PERSONAL DAYS**

1. Each regular full-time Employee is entitled to three (3) personal days off per year which must be requested in writing on the Paid Time Off form and scheduled with the immediate supervisor at least fourteen (14) days in advance. Personal days may be canceled in the event of an emergency. Emergency personal days shall not be unreasonably denied.
2. Each regular full-time Employee shall be paid the number of hours he/she is regularly scheduled to work at his/her regular straight-time rate provided that:
  - a) Such Employee has satisfactorily completed his/her probationary period preceding the taking of such personal day; and

- b) Such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the personal day.
3. Full-time Employees shall earn personal hours for each continuous four (4) months of service from their anniversary date at the following rates:
- (a) regular full-time Employees -eight hours;
  - (b) 30 hour full-time Employees-6 hours.
- If personal hours are not taken within said year, such hours are forfeited
4. Regular part-time House Manager Aides shall receive pro-rated personal days as follows:
- 16 hours per week House Manager Aide – 8 hours each anniversary date.
  - 20 hours per week House Manager Aide – 12 hours each anniversary date.

**ARTICLE XXV**  
**MEDICAL**

1. Full-time employees will be covered by a medical plan described on Exhibit E to this Agreement, (or an equivalent as determined by the employer). The full-time Employees shall pay the following amounts therefore per pay:

<u>Plan</u>	<u>Employee payment</u>
Single	\$ 0.00
Parent/Child(ren)	\$ 10.00
Husband/Wife	\$ 10.00
Family	\$ 10.00

2. The Employer shall select the carrier of the medical plan described on Exhibit E (or its equivalent as determined by the Employer).
3. Either the Employer or the Union shall have the right to demand that the other negotiate over medical insurance no sooner than May 1, 2008 and no sooner than May 1 of each contract year thereafter. If no agreement is reached within two (2) months of the first meeting, then, upon proper notice and in accordance with applicable law, the provisions of Article VII, Sections 1 and 2 shall be waived for the purposes of medical insurance only.

**ARTICLE XXVI**  
**DISCHARGES AND PENALTIES**

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

**ARTICLE XXVII**  
**RESIGNATION**

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

**ARTICLE XXVIII**  
**MISCELLANEOUS**

1. Emergency phone calls will be received through the Verree Road switchboard and dispatched to the respective site.
2. Personal cell phones or other electronic devices may be on during meal periods only.
3. **Performance Appraisal.** Any Employee whose job performance or conduct becomes subject to appraisal shall have the right to participate in the review of such appraisal. The appraisal of any Employee shall be performed by the Employee's immediate supervisor and signed by the Employee. Such signature shall signify only that the appraisal has been reviewed with the Employee and shall not indicate concurrence in the content of the appraisal.
4. **Access to Human Resources Files.** An Employee or the Union may inspect the contents of an Employee's personnel file under the following terms and conditions:

- a. He/she must request the file from the Human Resources Manager or his/her designee and the Employee and/or Union must sign for the file. The file may be reviewed by the Employee in the Human Resources Manager's office.
  - b. Nothing may be removed from the file by the Employee unless the Employee and Human Resources Manager agree.
  - c. Nothing may be written by the Employee on any existing papers in the file.
  - d. The Employee must review his/her file on non-working time.
5. **Minor Infractions.** All minor infractions on an Employee's record shall not be relied upon for further discipline after one (1) year, provided that the one (1) year shall be free from any infraction.
6. The Employer will provide cell phones for the vans for emergency purposes only. Employees who use the cell phones other than for emergencies or as directed by their Supervisor shall, in addition to any discipline, be responsible to pay the charges for such use. Employees who lose the cell phones shall, in addition to any discipline, be responsible to pay the replacement cost for such cell phone.

## **ARTICLE XXIX GENERAL**

1. AVS will continue the same life insurance and AD&D benefits in effect at the signing of the Agreement.
2. If there is a conflict between the provisions of this Agreement and the Allegheny Valley School Philadelphia Single Family Residence Employee Manual or any other AVS policy, this Agreement shall prevail.
3. **AWOL Policy.** If an Employee does not report off work or does not report off to the proper person, that Employee will be considered AWOL (Away Without Official Leave). Being AWOL will result in disciplinary action up to and including termination. In the first instance of an Employee being AWOL, said Employee must present an excuse acceptable to Allegheny Valley School for being away without official leave. Failure to present an excuse which is acceptable to Allegheny Valley School will result in termination. For the second instance of AWOL, an Employee will be immediately terminated regardless of the excuse.

4. Any moving/parking violations incurred while operating an AVS vehicle or Employee's own vehicle on behalf on the School are the sole responsibility of the driver. Unpaid parking tickets issued to staff while using AVS vehicles shall have the amount of the ticket deducted from their paycheck.
5. Employees shall be paid for mandatory in-service meetings. Employees who fail to attend mandatory in-service meetings shall be disciplined.
6. AVS will continue the Tax Deferred Annuity on the same terms and conditions in effect at the signing of this Agreement.
7. When an Employee is pulled from one house to another and he/she uses his/her own vehicle to travel to the new site, he will be reimbursed in accordance with AVS' designated rate. If an Employee does not have his/her own vehicle, AVS will provide transportation to the new site.
8. AVS will continue the Discretionary Contribution/Profit Sharing Plan in effect at the signing of this Agreement.
9. An Employee who is injured on the job and who requires immediate medical attention must immediately go to a hospital or a physician on the Employer's worker's compensation list. The Employee is also required to provide to AVS appropriate documentation of the medical treatment received. An Employee who meets all of the requirements of this paragraph will be paid his/her regular straight-time rate for the remainder of his/her shift on the day he/she was injured on the job.
10. The parties shall establish a Joint Committee consisting of three members of management and three members representing the bargaining unit to explore the desirability of providing lifting belts and the effectiveness of lifting belts.

**ARTICLE XXX**  
**PERFECT ATTENDANCE**

1. Regular full-time Employees shall earn sixteen (16) hours of paid time off for each continuous six (6) months of perfect attendance. If a regular full-time Employee has perfect attendance for twelve (12) continuous months, he/she shall earn a bonus of eight (8) hours paid time off, to be added to the thirty-two (32) hours earned for a total of forty (40) hours. 30 hour full-time employees shall earn twelve (12) hours for each contiguous six (6) months of perfect attendance. If a 30 hour full-time Employee other than weekend full-time employees, has perfect attendance for twelve (12) continuous months, he/she shall earn an additional six (6) hours, to be added to the twenty-four (24) hours earned for a total of thirty (30) hours. After receiving the bonus, the perfect attendance period starts over. A weekend full-time employee shall earn 16 hours of paid time off for each six continuous months of perfect attendance.
2. Employees who earn perfect attendance days may schedule to take the perfect attendance day off, in accordance with the requirements set forth under the Personal Days provision of this contract.
3. Part-time House Manager Aides shall receive pro-rated Perfect Attendance Days as follows:
  - 16 hours per week House Manager Aides – 16 hours each anniversary date.
  - 20 hours per week House Manager Aides – 20 hours each anniversary date.
4. Absences due to a snow emergency declared by the Administrator and one (1) early leave per year shall not be counted against an Employee's perfect attendance.

**ARTICLE XXXI**  
**WAGES**

1. In fiscal year 2007-2008 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the per-diem rate payable to Employer by the Office of Medical Assistance, Department of Public Welfare. Employees on the active payroll on the date on which the Employer receives the state funding for fiscal year 2007-2008 and on the pay date on which the Employer is first able to disburse the funds shall receive pay retroactive to whichever of November 1, 2007 or the date of the Employees' last date of hire is closer to the date on which the Employer receives the state funding.
2. In fiscal year 2008-2009 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the per-diem rate payable to Employer by the Office of

Medical Assistance, Department of Public Welfare. Employees on the active payroll on the date on which the Employer receives the state funding for fiscal year 2008-2009 and on the pay date on which the Employer is first able to disburse the funds shall receive pay retroactive to whichever of November 1, 2008 or the date of the Employees' last date of hire is closer to the date on which the Employer receives the state funding.

3. In fiscal year 2009-2010 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the per-diem rate payable to Employer by the Office of Medical Assistance, Department of Public Welfare. Employees on the active payroll on the date on which the Employer receives the state funding for fiscal year 2009-2010 and on the pay date on which the Employer is first able to disburse the funds shall receive pay retroactive to whichever of November 1, 2009 or the date of the Employees' last date of hire is closer to the date on which the Employer receives the state funding.

4. In fiscal year 2010-2011 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the per-diem rate payable to Employer by the Office of Medical Assistance, Department of Public Welfare. Employees on the active payroll on the date on which the Employer receives the state funding for fiscal year 2010-2011 and on the pay date on which the Employer is first able to disburse the funds shall receive pay retroactive to whichever of November 1, 2010 or the date of the Employees' last date of hire is closer to the date on which the Employer receives the state funding.

5. In fiscal year 2011-2012 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the per-diem rate payable to Employer by the Office of Medical Assistance, Department of Public Welfare. Employees on the active payroll on the date on which the Employer receives the state funding for fiscal year 2011-2012 and on the pay date on which the Employer is first able to disburse the funds shall receive pay retroactive to whichever of November 1, 2011 or the date of the Employees' last date of hire is closer to the date on which the Employer receives the state funding.

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

In the event AVS establishes a new job classification or materially changes the duties of an existing classification, it shall notify the Union and will meet with the Union to discuss the appropriate rate of pay. In the event of a disagreement as to the rate of pay, the provisions of Art. VII, §§ 1 and 2 shall be waived.

**ARTICLE XXXIII**  
**ENTIRE AGREEMENT**

The Employer and the Union acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Most particularly, all of the wages and economic fringe benefits to be received by the Employees in the bargaining unit are set forth in this Agreement, and the Union will not claim entitlement for any wages or economic fringe benefits not set forth in this Agreement. The Company and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement, whether or not such subject matter was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

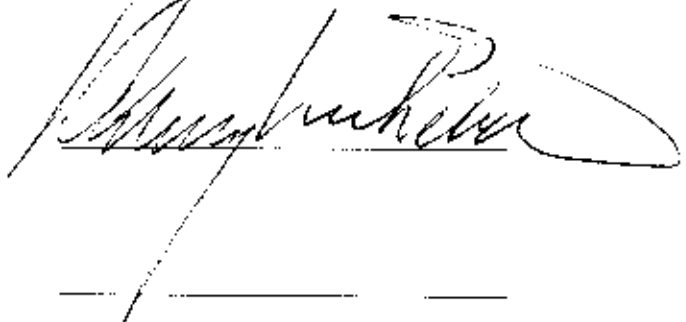
**ARTICLE XXXIV**  
**TERM OF CONTRACT**

1. Contract to expire midnight June 30, 2012.

FOR ALLEGHENY VALLEY SCHOOL



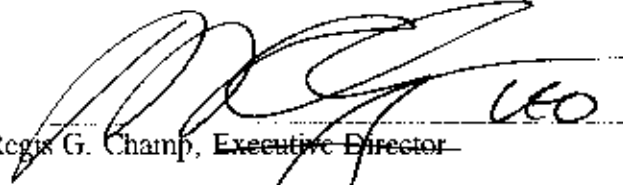

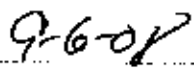
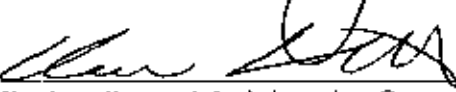
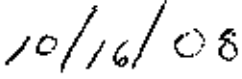
FOR DISTRICT 1199C



This is to confirm the understanding that District 1199C ("Union") and Allegheny Valley School ("AVS") have reached concerning certain terms and conditions of PRN Employees:

- A PRN Employee shall have no rights under the Collective Bargaining Agreement between the Union and AVS.
- A PRN Employee shall have no seniority during the time he/she occupies the status of PRN. Should a PRN Employee become a regular Employee, seniority shall begin on the date the Employee was last hired as a regular Employee.

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

 _____ Regis G. Champ, Executive Director	 _____ Date	 _____ Date
 _____ Desiree Scott, Administrative Organizer, District 1199C	 _____ Date	