

ALLEGHENY VALLEY SCHOOL CLP/ WAIVER HOMES

and

DISTRICT 1199C

COLLECTIVE BARGAINING AGREEMENT

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
	AGREEMENT 1
I	RECOGNITION 1
II	MANAGEMENT RIGHTS 2
III	GRIEVANCE PROCEDURE 3
IV	ARBITRATION..... 4
V	NO STRIKES, LOCKOUTS AND WORK STOPPAGES..... 5
VI	UNION ACTIVITY, ACCESS TO FACILITY AND BULLETIN BOARDS... .. 6
VII	PROBATIONARY EMPLOYEES 6
VIII	SENIORITY 7
IX	LAYOFF 9
X	RECALL 9
XI	HOURS OF WORK 9
XII	OVERTIME..... 10
XIII	BARGAINING UNIT WORK..... 12
XIV	NON-DISCRIMINATION 12
XV	LEAVES OF ABSENCE..... 12
XVI	SICK LEAVE..... 13
XVII	HOLIDAYS..... 14
XVIII	VACATIONS..... 15
XIX	DEATH IN
	FAMILY... .. 17
XX	JURY DUTY 18
XXI	PERSONAL HOURS 18
XXII	MEDICAL 19
XXIII	DISCHARGES AND PENALTIES 20
XXIV	RESIGNATION..... 20
XXV	MISCELLANEOUS..... 20
XXVI	GENERAL..... 21
XXVII	PERFECT ATTENDANCE 21
XXVII	WAGES..... 23
XXVIII	MAINTENANCE OF MEMBERSHIP 23
XXIX	CHECK-OFF 23
XXX	TERM OF CONTRACT 24

A G R E E M E N T

This AGREEMENT made and entered into this _____ day of _____ between ALLEGHENY VALLEY SCHOOL CLP/ WAIVER HOMES, Philadelphia PA. (hereinafter 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."

ARTICLE I RECOGNITION

1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time House Manager Aides at the CLP/Waiver Homes and excluding all other employees of the Employer, such as, but not limited to, executives, managers, supervisors, guards, confidential employees, part-time employees who work a total of one-fifth (1/5) of the regular full-time workweek or less, for the job classification in which they work, temporary employees as defined herein and PRN employees as defined herein.

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 30 hours or more per week.
 - (i) A regular full-time Employee is an Employee who is regularly scheduled to work 40 hours per week.
 - (ii) A 30 hour full-time Employee is an Employee who is regularly scheduled to work 30 hours or more per week.
 - (iii) A weekend full-time Employee is an Employee who is regularly scheduled to work 16 hours per day on both Saturday and Sunday.

 - (b) A part-time Employee is an Employee who is regularly scheduled to work less than 30 hours but at least 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. 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. A PRN employee is a person who is employed by AVS and is available to work at the employee's discretion, but at least one shift within a six month period. A PRN employee shall have no rights under this Agreement. 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 PRN employee became a regular Employee.

5. 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.

6. Part-time Employees shall not be eligible for any benefit under this Agreement unless the provision of this Agreement granting such benefit specifically states that the benefit is granted to part-time Employees

ARTICLE II **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, sub-contract, 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 III 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, 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 five (5) days after the date of the supervisor's answer, appeal to STEP TWO.

Step Two: The grievance shall be reduced to writing by the grievant or the Union and submitted to the Human Resources Manager or his/her authorized representative within seven days of the date of the STEP 1 answer. The Human Resources Manager and the grievant and/or Union shall meet to discuss the grievance within seven (7) days after the Human Resources Manager's receipt of the grievance. The Human Resources Manager or his/her authorized representative shall give his/her answer within seven (7) days after the meeting. If no satisfactory settlement is reached within seven (7) 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 days of the date of the STEP 2 answer. A meeting among the grievant, the Union and the Administrator shall take place within 7 days of the submission. The Administrator shall have seven (7) days from the days of the meeting in which to give his answer. If no satisfactory settlement is reached, the grievance may be appealed to arbitration by the Union upon written notice to Employer and the American Arbitration Association by registered mail

within thirty (30) days of the date of the Step 3 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 Answer.** A grievance that is not answered within the time set forth above will be deemed to be denied, and the time to submit the grievance to the next STEP will begin to run, on the date the answer is due.
3. **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.
4. **Effect of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between AVS and the Union shall be final and binding upon the Employee, Employees, AVS and the Union. Any interpretation of this Agreement agreed upon by AVS and the Union shall be final and binding upon all Employees AVS and the Union.
5. **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.
6. **Class Grievances:** A grievance which affects more than three (3) Employees, and which the Employer representative designated in STEPS 1 and 2 lacks authority to settle, may initially be submitted, in writing, at STEP 3 by the Union representative, as a class grievance.

ARTICLE IV **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 the grievance 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 which is five days before the date on which the grievance was first presented in STEP One of the grievance procedure except if the grievance concerns an error in the Employee's rate of pay. The proper rate shall be applied retroactive to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by AVS and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claimed.
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. **Appearance 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 V **NO STRIKES, LOCKOUTS AND WORK STOPPAGES**

1. **No Strikes, Lockouts Work Stoppages, Etc.** Employees shall not engage in any strike, slowdown, sit down, work stoppage, boycott, or picketing, or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefor. Neither the Employees, the Union, nor any officers, agents, or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, slowdown, sit down, work stoppage, boycott, or 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 VI
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 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. 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 and receive permission. Such business shall not interfere with the operation of the Employer. Such permission will not be unreasonably denied.
3. 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 VII
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's extension will be granted upon the Employer'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 ninety (90) days probationary period or extension thereof and he/she shall not complete his/her probationary period until an equivalent amount of days has been worked.
3. If at the end of or 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 VIII
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 and by Greenwich Services, Inc. immediately before the Employee was employed by the 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 work site 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) Seniority shall accrue during a continuous authorized leave of absence without pay or during paid leave 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 seven (7) working days after being notified by mail or courier or in person at the last address in AVS' records;
 - (c) is absent 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. This subsection does not prevent an employee from performing military duty when on a military leave of absence, working part-time if the part-time hours do not conflict with the employee's hours of work at AVS, or, if the leave is a medical leave, working at a job which has none of the physical requirements that the employee cannot perform for AVS;
 - (h) fails to return following a disciplinary suspension;
 - (i) is absent for any reason for a period that exceeds the 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. Application
- (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for benefits where length of service is a factor pursuant to this Agreement.
 - (b) Bids upon vacancies that the Employer determines to exist at work sites shall be awarded first by location seniority, then by classification seniority, then by bargaining unit seniority, then by alphabetical order of the Employees last names.

- (c) Vacation preference shall be granted at work sites, first by location seniority, then by classification seniority, then by bargaining unit seniority, then by alphabetical order of the Employees last names.

6. Lack of Work

Employees who do not have the opportunity to work at their regular work sites because of the temporary absence of residents may use available vacation time or personal days during the time that the residents are absent, or may work open shifts at other work sites, provided that they are qualified and capable of performing the duties of the classification in which there are open shifts. Employees who choose to work open shifts shall have the first opportunity to work open shifts without regard to Article XIII, provided that they are qualified and capable of performing the duties of the classification in which there are open shifts. A shift shall not be open if it has already been awarded to an employee under Article XIII. Preference to work open shifts shall be first by location seniority, then by classification seniority, then by bargaining unit seniority, then by alphabetical order of the Employees last names.

ARTICLE IX
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. 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.
5. For purpose of layoff and recall only, Union delegates shall have super seniority as long as they can do the job,

ARTICLE X
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 XI
HOURS OF WORK

1.
 - (a) The regular workday for all full time Employees other than weekend full-time employees shall consist of eight hours per day.
 - (b) The regular workday for weekend full-time Employees shall consist of sixteen (16) hours per day.
 - (c) The regular work week for regular full-time Employees shall consist of forty (40) hours.
 - (d) The regular workweek for 30 hour full-time employees other than weekend full-time Employees shall consist of at least thirty hours but less than 40 hours.
 - (e) The regular work week for weekend full-time Employees shall consist of thirty two (32) hours.
2. 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 the Employee's 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.
7. With prior approval of the immediate supervisor, House Manager Aides may arrange to switch work slots with each other, provided that the switch does not result in overtime for either Employee.

8. Mandatory in service training and mandatory meetings other than grievance meetings shall be hours of work.

ARTICLE XII **OVERTIME**

1. Overtime shall be hours actually worked in excess of forty (40) hours in any work week, and shall be compensated at the rate of one and one-half (1-1/2) times the regular straight time rate, provided such excess hours have been authorized by the Administrator or his or her designee.
2. For purposes of overtime, the work week shall start at 12:00 midnight on Sunday and end at 11:59:59 p.m. the following Saturday.
3. The Employer will attempt to fill overtime with volunteers before mandating overtime. Voluntary overtime shall be offered as follows:

Filling Immediate Call-Outs

1. Offer the shift to the person on duty with equitable distribution
2. Contact off-duty staff from your house in order of seniority
3. Contact the nearest Waiver home, and offer shift to staff
4. Contact any PRN staff
5. Contact agency for staff and notify administrator

Posted Openings

1. Each house will post all available open shifts at their site
 2. Equitable distribution will be utilized
 3. On Tuesdays, House Managers will e-mail remaining open shifts throughout Philadelphia Waiver Homes
 4. Part-time staff offered before PRN staff
 5. Full-time non-probationary staff have seniority over a part-time probationary staff
4. Employees will be required to work overtime when necessary for the proper administration of the Employer. Involuntary overtime shall be distributed on a rotational basis by inverse seniority among:
 - (a) Employees assigned to the work site where coverage is needed who hold the job classification for which coverage is needed and who are on duty on the shift immediately before the shift on which coverage is needed;

- (b) to Employees assigned to the work site at which coverage is needed who hold the job classification for which coverage is needed and who are not on duty and who are not regularly scheduled to work the shift on which coverage is needed;
- (c) The Employer may require Employees on duty to stay until the overtime replacement arrives;
- (d) The Employer will not require any Employee who has worked sixteen consecutive hours to work a full shift of overtime, but may require the Employee to remain on duty until a substitute arrives.
- (e) Notwithstanding anything else in this Section, an Employee who has already worked sixteen consecutive hours will be the last to be required to stay until a substitute arrives.

ARTICLE XIII
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. The Employer determines to do so to maintain required coverage.

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

ARTICLE XIV
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, political affiliation, political belief or union membership status. AVS and the Union agree to abide by the provisions of the Americans with Disabilities Act.

ARTICLE XV
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.

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. An Employee must give the Administrator or the Administrator's designee two weeks or more notice of the Employee's return from leave of absence.
5. At the Employer's discretion, an extension of an additional twelve (12) weeks may be granted. Such extension shall not be unreasonably denied. Requests for extension must be made in writing to the Administrator or the Administrator's designee. Approvals of requests for extension must be given in writing by the Administrator.
6. Employees who return from a leave of absence shall receive the straight time hourly rate for the classification to which they return.
7. If the Employer requests an Employee to submit a medical certificate as a condition of returning to work, such certificate must be submitted prior to or simultaneously with the Employee's return to work.

ARTICLE XVI
SICK LEAVE

1. "Sick leave" is defined as a paid absence of a full-time 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. Starting on the first day of the month following completion of six (6) months of employment:
 - (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 his/her 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 has 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 has 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 straight time 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.
10. 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 Panel of Providers list. The Employee is also required to provide to AVS appropriate documentation of the medical treatment received. An Employee who is unable to complete the Employee's scheduled shift because of orders of the Employer or one of the Employer's panel physicians or hospital physicians and who meets all of the requirements of this paragraph will be paid his/her regular straight time rate of pay for the remainder of his/her shift on the day he/she was injured on the job.

ARTICLE XVII 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. Regular full-time Employee not scheduled to work on any such holiday shall be paid for eight (8) hours at his/her regular straight time rate of pay, and 30 Hour full-time Employees 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 straight time rate of pay for all hours actually worked on the Employee's full shift on those days. In addition, Regular full-time Employee shall be paid for eight (8) hours at his/her regular straight time rate of pay, and 30 Hour full-time Employees shall be paid for six (6) hours at his/her regular straight time rate of 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.
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. For purposes of this Article the holiday begins at the start of the third shift on the calendar day before the actual holiday and ends at the end of the second shift on the day of the actual holiday.

ARTICLE XVIII
VACATIONS

1.

(a) "Calendar year" shall be measured from January 1 through December 31.

(b) "Anniversary date" shall be the date on which the Employee is last hired, and the same date in each subsequent calendar year.

(c) "Anniversary year" shall be measured from the anniversary date in one calendar year to the day before the anniversary date in the next calendar year.

(d) "Vacation year" shall be the anniversary year in which vacation is taken

(e) A "week of vacation" shall be equal to the number of days that the Employee is regularly scheduled to work during a work week as defined in Article XIII, Section 2.

2.

(a) Vacations are earned by active service in the anniversary year before the vacation year in which they are taken.

(b) No vacation shall be earned until an Employee has one (1) complete anniversary year of active service.

(c) On each anniversary date following the Employee's first complete anniversary year of service, the Employee will be credited with the amount of vacation he/she has earned in the previous anniversary year to be used in the current vacation year.

(d) All approved vacation leave, holiday leave, paid jury duty leave, funeral leave and personal leave, as well as approved sick leave of three weeks or less, leaves of absence of three weeks or less and workers compensation leave of three weeks or less shall be deemed to be active service for purposes of earning vacation.

(e) The maximum vacation an Employee can earn in one anniversary year for use in the following vacation year is as follows:

(i) Two (2) weeks of vacation after one (1) complete anniversary year of active service;

(ii) Three (3) weeks of vacation after four (4) complete anniversary years of active service;

(ii) Four (4) weeks of vacation after ten (10) complete anniversary years of active service;

(f) An Employee who engages in actual active service in an anniversary year but who also is on approved leave of absence for more than three weeks and/or on workers compensation leave for more than three weeks during the anniversary year shall earn a prorated vacation for the following year based upon the actual active service and the deemed active service.

3.

Vacation schedules shall be established each calendar year by work site and job classification, taking into account the wishes of the Employees and the needs of the Employer. The number of Employees on vacation at one time shall be at the discretion of Employer. If there is a conflict in choice of vacation time among Employees who submit their vacation preferences by February 28 in a calendar year, seniority shall prevail. Vacation requests submitted after February 28 will be granted in the order of submission, subject to the needs of the Employer. Once an Employee schedules a vacation, the Employee may not reschedule it without the approval of the Administrator.

4.

Vacation shall be taken during the vacation year after the anniversary year in which it is earned. Employees will not be compensated for vacation time not taken during the vacation year in which it is due to be used. There shall be no carry over of vacation from one vacation year into the next vacation year, unless the Administrator, in his or her discretion, approves carry over for cause shown.

5.

Vacation pay shall be based upon the Employee's regular straight time rate of pay.

6.

Part-time Employees may earn and take vacation under this Article.

7. The anniversary date of Employees who worked at Greenwich Services, Inc. immediately before being hired by AVS in August 2005 shall be the last date of hire at Greenwich Services, Inc. Their years of service shall be their cumulative years of service at both Greenwich Services, Inc. and AVS. In their first vacation year they shall receive a prorated vacation based upon their completed years of service and the portion of the prior anniversary year that they worked at AVS. In subsequent vacation years, their vacation shall be calculated in accordance with this Article.

8. Employees may request up to one week of vacation that they have not yet earned in an anniversary year. The Administrator may approve the request in the Administrator's sole discretion. If the request is granted, the Employee takes the unearned vacation time and the Employee leaves employment for any reason before the end of the anniversary year, the Employer may deduct from the Employee's final pay the pay that the Employee received for the unearned vacation.

ARTICLE XIX
DEATH IN FAMILY

1. 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 in the event of the death of his or her parents, spouse, child, legal guardian or stepchild, 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. 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 in the event of the death of his or her sibling, grandparent, or grandchildren, or parent in law 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.

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

3. 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 in the event of the death of Employee's brother-in-law or sister-in-law, to attend the funeral, provided that the funeral is held on a regularly scheduled work day for the Employee.

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

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.

6. Regular part-time Employees shall receive death-in-family leave.

ARTICLE XX
JURY DUTY

1. The Employer agrees to compensate Employees, including part-time Employees, who have completed their probationary period, at their regular straight time rate of pay 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 of an Employee's regularly scheduled working weeks.
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 XXI
PERSONAL HOURS

1. Each regular full-time Employee may use up to 24 personal hours off per anniversary year. Each 30 Hour full-time Employee may use up to 18 personal hours off per anniversary year. Personal hours must be requested in writing on the Paid Time Off form and scheduled with the immediate supervisor at least fourteen (14) days in advance. Employer may cancel personal hours in the event of an emergency. Emergency personal hours shall not be unreasonably denied.
2. Each Employee shall be paid for the number of personal hours he/she uses at his/her regular straight time rate of pay 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 Employee 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.
4. If personal hours are not taken within said year, such hours are forfeited.

ARTICLE XXII
MEDICAL INSURANCE

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. Full-time Employees and their dependants will be covered by a dental plan described on Exhibit F to this Agreement at no cost to the Employees.

3. Full-time Employees and their dependants will be covered by a vision plan described on Exhibit G to this Agreement at no cost to the Employees.

4. Full-time Employees, for themselves and their dependants, may decline medical, dental and vision insurance coverage and receive a increase of \$1.00 per hour in their base hourly rate of pay in accordance with Exhibit H hereto.

5. Either the Employer or the Union shall have the right to demand that the other negotiate over medical insurance no sooner than May 1, 2009 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 XXIII
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 Employee or the Union desires to contest the discharge, the Union shall submit a written grievance thereof to the Employer at Step Three of the grievance procedure within seven (7) working days of the discharge, provided that a grievance of a suspension pending an

investigation must be filed within (7) days of the Employee being notified of the results of the investigation.,

ARTICLE XXIV
RESIGNATION

1. An Employee who resigns shall give the Employer advance notice of two weeks. An Employee who give such notice and works all scheduled hours during the notice period will be paid for unused vacation, personal hours and perfect attendance hours due to be used in the anniversary year in which the Employee resigns.

ARTICLE XXV
MISCELLANEOUS

1. **Cellular Telephones:** Personal cell phones or other electronic devices may not be on.
2. **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.
3. **Access to Human Resources Files.** An Employee, or the Union with the Employee's written permission, 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 or the Union in the Human Resources Manager's office.
 - b. Nothing may be removed from the file by the Employee or the Union unless the Employee and Human Resources Manager agree.
 - c. Nothing may be written by the Employee or the Union on any existing papers in the file.
 - d. The Employee or the Union must review the Employees file on non-working time. Reviews will be limited to one every twelve months.
4. When an Employee is assigned to take a client for a visit to a doctor, the Employee will be provided or reimbursed for all transportation costs. Employees will not be required to transport residents in their own vehicles.

ARTICLE XXVI

GENERAL

1. AVS will continue the same life insurance and AD&D benefits in effect at the signing of the Agreement.
2. Any moving/parking violations incurred while operating an AVS vehicle or Employee's own vehicle on behalf of AVS are the sole responsibility of the operator. Employees shall have the amount of unpaid moving/parking tickets issued to them while using AVS vehicles deducted from their paycheck.
3. AVS will continue the voluntary Tax Deferred Annuity (403-b) on the same terms and conditions in effect at the signing of this Agreement.
4. When an Employee who reports to one house for a shift and is assigned to another house during the shift and he/she uses his/her own vehicle to travel to the other house, he/she will be reimbursed for mileage in accordance with DPW's designated rate. If an Employee does not have his/her own vehicle, AVS will provide transportation to the other house.
5. AVS will continue the Discretionary Contribution Plan in effect at the signing of this Agreement.

ARTICLE XXVII 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 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 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.
2. Employees who earn perfect attendance hours may schedule to take the perfect attendance hours off, in accordance with the requirements set forth under the Personal Hours provision of this contract.
3. Absences due to a snow emergency declared by the Administrator shall not be counted against an Employee's perfect attendance.

4. Perfect attendance hours will be paid at the Employee's regular straight time rate.

ARTICLE XXIII

WAGES

1. Base Hourly Rates

The base hourly rate of pay for Employees at all house other than Roosevelt and Manheim is \$9.27 hour. The base hourly rate of pay for Employees at Roosevelt and Manheim: \$9.76 hour.

2. In fiscal year 2008-2009 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the Mental Retardation Services allocations paid to the Employer by the City of Philadelphia, Department of Behavioral Health/Mental Retardation Services. 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 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 Mental Retardation Services allocations paid to the Employer by the City of Philadelphia, Department of Behavioral Health/Mental Retardation Services. 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 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 Mental Retardation Services allocations paid to the Employer by the City of Philadelphia, Department of Behavioral Health/Mental Retardation Services. 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 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 Mental Retardation Services allocations paid to the Employer by the City of Philadelphia, Department of Behavioral Health/Mental Retardation Services. 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 funding.

6. In fiscal year 2012-2013 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the Mental Retardation Services allocations paid to the Employer by the City of Philadelphia, Department of Behavioral Health/Mental Retardation Services. Employees on the active payroll on the date on which the Employer receives the state funding for fiscal year 2012-2013

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, 2012 or the date of the Employees' last date of hire is closer to the date on which the Employer receives the funding.

7. In fiscal year 2013-2014 the base hourly rate shall increase by a percentage which is equal to the percentage increase to the Mental Retardation Services allocations paid to the Employer by the City of Philadelphia, Department of Behavioral Health/Mental Retardation Services. Employees on the active payroll on the date on which the Employer receives the state funding for fiscal year 2013-2014 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, 2013 or the date of the Employees' last date of hire is closer to the date on which the Employer receives the funding.

8. The base hourly rate for Employees who provide one-on-one care for Resident L.C. on first and second shift shall be \$10.30/hour and shall increase in accordance with L.C. DPW approved budget.

ARTICLE XXIX **MAINTENANCE OF MEMBERSHIP**

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 sixty (60) days prior to the expiration of this Agreement and during any period between the expiration of this Agreement and the beginning of a new Agreement.

ARTICLE XXX **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.The Employer shall be relieved from making such check-off deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining units, or (c) layoff from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Section 1 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.

3.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.

4.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

ARTICLE XXXI
TERM OF CONTRACT

1. This Agreement shall expire at 11:59:59 p.m. on June 30, 2014.

FOR ALLEGHENY VALLEY SCHOOL



FOR DISTRICT 1199C


