

AGREEMENT

By and between

Resources for Human Development, INC- School Therapeutic Services

And

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

September 1, 2016

To

August 31, 2017

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT, made and entered into effective the 1st day of September, 2015, by and between RESOURCES FOR HUMAN DEVELOPMENT, which is referred to herein as the "Employer" on behalf of its program, SCHOOL THERAPEUTIC SERVICES located at 4700 Wissahickon Avenue, Philadelphia PA 19144, (hereinafter called "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C, with its offices at 1319 Locust St, Philadelphia, Pa 19107 (hereafter called the "Union"), acting herein on behalf of those Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed, at School Therapeutic Services, which are collectively designated as the "Employees."

WITNESSETH:

WHEREAS, Resources for Human Development, Inc., at the program known as School Therapeutic Services, is engaged in furnishing an essential public service vital to the health, welfare, safety and comfort of the community and more particularly to the clients served by School Therapeutic Services; and

WHEREAS, both the Employer and its Employees have a high degree of responsibility to the public in so serving the general public and their clients without interruption of this essential service; and

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

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the clients served by School Therapeutic Services as well as those employees working in the School Therapeutic Services program and to avoid interruptions and interferences with services to the 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 1

RECOGNITION

1.1 (a) Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit: all full-time and regular part-time professional employees (including behavioral health workers, care coordinators, and lead clinicians), as certified by the National Labor Relations Board in Case No. 4-RC-136193 except as otherwise herein provided.

(b) Excluded from the aforesaid bargaining unit are all other employees, managerial employees and guards as defined in the Act.

(c) A temporary employee is one who is hired for a period of up to ninety (90) days and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said ninety (90) day period may be extended up to an additional ninety (90) days or for the length of the leave of absence of the Employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. Such employee shall not become a member of the Union while in temporary employee status.

1.2 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 Article I, Section 1 hereof.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 It is understood and agreed that the Employer shall have the right to manage and operate its operations in such manner as it sees fit except to the extent restricted or prohibited by the express and specific terms of this Agreement. The powers enumerated in Sections 2.2 through 2.6 are illustrative only and are not meant to limit the effectiveness of this general statement of Management Rights.

2.2 The management of the Employer and the direction of the working force is vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline or discharge for just cause; lay off, promote, transfer and assign its employees; to determine or change the starting and quitting time and number of hours to be worked; to promulgate working rules and regulations; the right to establish, revise and maintain and enforce reasonable work standards and schedules; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a job function or job grouping; to assign or transfer employees to other job groupings as operations may require; to introduce new or improved methods of operations; to carry out the ordinary and

customary functions of Management, whether or not possessed or exercised by the Employer prior to this Agreement.

2.3 The Employer may introduce a change in the method or methods of operation which may produce a change in job duties and a reduction in personnel in any job grouping. Nothing contained in this Agreement shall prevent the implementation of any program and of workforce reductions on any program undertaken by the Employer.

2.4 The Employer shall have the right to determine at its discretion all functions and policies of the Employer, standards of service, the overall budget, utilization of technology, and the organizational structure, selection and direction of personnel.

2.5 The Employer shall be able to subcontract work previously subcontracted.

2.6 The Union, on behalf of the employees, recognizes that the primary obligation of the Employer is to provide services to its clients. Consequently, the Union agrees to cooperate with the Employer to attain and maintain maximum efficiency, productivity and quality in the provision of such services. The Union recognizes that such services are the primary concern of the Employer, and, when necessitated, such services may be placed ahead of the terms of this Agreement, without the Union permanently forfeiting any of its rights.

ARTICLE 3

NO STRIKES, LOCKOUTS, AND WORK STOPPAGES

3.1 No Strikes, Work Stoppages, Etc. Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, boycott, work stoppage, or any other concerted activities which interrupt or tends to interrupt the full performance of work without regard to the cause therefor. Neither the employees, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, sympathy strike, slowdown, sit-down, work stoppage, or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement. The Employer, at its discretion, may discipline or discharge only those who instigated, incited, induced or were leaders in such actions. Any discipline or discharge action shall be subject to the grievance and arbitration procedures of this Agreement.

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

3.3 Additional Procedure. In the event of a violation of Section 3.1 or Section 3.4, and in addition to any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within four (4) hours upon receipt of the grievance appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his appointment

upon notice to the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he or she may deem appropriate to terminate such violation, of Section 3.1 or Section 3.4. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of the Employer. The same procedure shall be applicable and available to the Union in the event of a violation of Section 3.2 by the Employer. The use of this procedure shall be at the option of the party invoking the procedure, and the availability of this procedure shall not be used to argue that resort to the courts, as an alternative, is foreclosed. Employees participating in any strike, slowdown, or concerted work stoppage shall be subject to discharge.

3.4 In addition to any other liability, remedy or right provided by applicable law or statute, should an interference with work as listed in Section 3.1 above 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; and
- d. Post notices at Union bulletin boards advising that it disapproves such actions and instruct Employees to return to work immediately.

ARTICLE 4

UNION SECURITY

4.1 All Employees on the active payroll of the Employer as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

4.2 All Employees on the active payroll of the Employer as of the effective date of this Agreement, who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

4.3 All Employees hired after the effective date of this Agreement shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

4.4 For purpose of this Article, and Employee shall be considered a member of the Union in good standing if he or she tenders his periodic dues and initiation fee uniformly required as a condition of employment.

4.5 An Employee who has failed to maintain membership in the Union in good standing as required by this Article shall within twenty (20) calendar days following receipt of written demand from the Union requesting his or her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

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

ARTICLE 5

CHECK-OFF

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

5.2 Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the office of the Union, as designated in said notice.

5.3 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 collective bargaining agreement or (c) layoff from work or (d) 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 Sections 5.1, 5.4 and 5.5 hereof). These provisions, however, shall not relieve any Employees of the obligation to make the required dues and initiation fee payments pursuant to the Union Constitution in order to remain in good standing, except as provided in Sections 4 and 5.

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

5.5 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 day of each month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

5.6 The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, classifications of work, and dates of hire. At the same time, the Employer agrees to furnish the Union with the names of terminated Employees and their dates of termination, as well as the names of Employees on leaves of absence. Employees shall promptly notify the Employer of changes in their addresses or names.

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

ARTICLE 6

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

6.1 No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his or her working time or in working areas at any time.

6.2 An authorized representative of the Union shall have reasonable access to the Employer's premises at 90 Rochelle Avenue outside of the normal school day for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Such visit shall not in any way interfere with the clients served by the employees or the provision of services by such employee or otherwise interfere or impede the efficient operation of the Resources for Human Development- School Therapeutic Services. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

6.3 Whenever a Union delegate finds it necessary to investigate a grievance, he or she must receive the permission of his or her supervisor. In the event the grievance involves another Employee, the delegate must receive the permission of the other Employee's supervisor to meet with the Employee. Permission shall not be unreasonably denied. In no event shall the investigation of grievances interfere with the orderly operation of the Resources for Human Development- School Therapeutic Services, nor shall such investigation take place during school hours.

6.4 The Employer shall provide a bulletin board at 90 Rochelle Avenue for the exclusive use of the Union for the purpose of posting of proper Union notices.

6.5 A Union delegate shall be permitted to attend regular delegate assembly meetings, training and conferences after school hours, provided such Employee gives the Employer ~~with~~ no less than one (1) week's advance notice of same and provided that Employer operations shall not be impaired.

ARTICLE 7

PROBATIONARY EMPLOYEES

7.1 Except as specified in Section 7.2, a newly hired Employee shall complete his or her probationary period after he or she has completed ninety (90) calendar days, not including work days not worked.

7.2 During or at the end of the probationary period, the Employer may discipline or discharge any said Employee and such discipline or discharge shall not be subject to the grievance and arbitration provisions of this Agreement. In addition, at the end of the initial ninety (90) day probationary period, the Employer may extend the period for up to an additional ninety (90) days, with the consent of the Union, which consent shall not be unreasonably withheld.

ARTICLE 8

PART-TIME EMPLOYEES

8.1 Part-time Employees who work at least Eighty Percent (80%) of the regular work schedule assigned to their job classification shall receive fringe benefits on a pro-rata basis.

8.2 Such part-time Employees shall also be entitled to benefits on a pro-rata basis if provided in the respective plan.

ARTICLE 9

HOURS OF WORK

9.1 The regular work week for non-exempt Employees shall consist of the number of hours per week regularly worked by such Employees up to a maximum of forty (40) hours per week. The regular work day for all non-exempt Employees shall consist of the number of hours normally worked by such Employee in a day, excluding a lunch consistent with the needs of the students.

9.2 Nothing in this Agreement shall constitute a guarantee of hours of work per day or of days of work per week.

9.3 The Employer shall determine the starting and terminating time of each Employee consistent with the needs of the students and the school.

9.4 Non-exempt Employees will not be docked for lateness until ten (10) minutes after their scheduled starting time. However, any lateness will subject such employee to progressive discipline.

ARTICLE 10

WAGES

10.1 Effective November 1, 2016, Employees covered by this Agreement shall have their annual salary increased in the gross amount of \$500.00. Part-Time employees shall receive a pro-rata hourly wage increase. The Union's agreement to said increases shall not constitute a waiver to seek other increases during the term of this Agreement, in the event the Employer grants increases to the non-Union employees.

10.2 The Employer will create performance metrics to measure and assess employee performance. The Employer will meet and discuss such metrics with representatives of the Union before implementation. The parties acknowledge and agree that employee performance according to these metrics could contribute to a possible program surplus. In the event that a program surplus occurs at the end of the fiscal year and the Employer is in a surplus position as determined by its financial obligations, bargaining unit employees will be eligible to receive bonuses, taking the metrics into consideration.

ARTICLE 11

OVERTIME

11.1 Overtime shall be paid at time and one-half (1-1/2) of the non-exempt Employees' regular rate of pay for all hours worked in excess of forty (40) hours per week.

11.2 The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified non-exempt employees, whenever possible.

11.3 There shall be no pyramiding of overtime.

11.4 Paid time off for holidays and vacations shall not be considered as time worked for purposes of computing overtime.

ARTICLE 12

SENIORITY

12.1 Definition.

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

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

12.2 Accrual.

(a) An Employee's seniority shall commence after the completion of his or her probationary period and shall be retroactive to the date of his or her last hire.

(b) Bargaining unit seniority shall accrue during an authorized leave of absence with pay and during an authorized Family Medical Leave Act leave.

(c) Classification seniority shall accrue during an authorized leave of absence, during an authorized Family Medical Leave Act leave and during the time an Employee works in a specific job classification.

(d) A temporary employee, as defined in this Agreement, shall have no seniority during the time he or she occupies the status of a temporary Employee, but should a temporary Employee become a permanent Employee, then his or her bargaining unit seniority shall be retroactive to his or her last date of hire. In such an event, his or her classification seniority shall commence as of the date of his or her status as a regular Employee.

12.3 Loss of Seniority. An Employee's seniority shall be lost when he or she:

(a) Resigns;

(b) Is discharged by the Employer for just cause;

(c) 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;

(d) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged within seven (7) working days after being notified by telegram or certified mail at the last address in Employer's records. Employer shall also send a copy of the notification to the Union.

(e) Fails to return following the end of a leave-of-absence or paid time off, or fails to return to work from a leave of absence due to a work-related injury after a maximum of one (1) year;

(f) While on leave of absence, takes another job during his or her normal working hours without written permission of his or her supervisor or designee;

(g) falsifies the reason for a leave of absence whether such leave is paid or unpaid;

(h) fails to return following a disciplinary suspension;

(i) is absent for twenty-four (24) consecutive hours without notifying Employer unless the Employee presents a reasonable excuse acceptable to the Employer within three (3) days of his or her last day of work.

12.4 Application.

(a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

12.5 Layoff.

(a) In the event a layoff becomes necessary within a job classification, temporary Employees within that job classification will be laid off first, and probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority. If a part-time Employee is scheduled to be laid off and the Employer needs part-time services in that job classification, the next most junior full-time employee may be required to accept part-time status, or may elect to be laid off instead.

(b) In the event an Employee is scheduled to be laid off and there exists a vacant position or a less senior Employee in another classification ~~in another department~~, which the Employee has the present ability and qualifications to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off to such position. This provision shall not apply in the event that the second classification is higher rated or paid than the first classification because this provision is not intended to circumvent the "Promotion" provision of this Agreement. When an Employee fills a vacant position or exercises his bumping rights, he or she shall be paid the wage rate of said position. When an Employee exercises such bumping rights, he or she will bump the least senior Employee in another classification for which the Employee has the present ability and qualifications to perform the work. The Employer may lay off Employees out of seniority order if it can demonstrate that the individual who would otherwise be selected for layoff (whether temporary, probationary or non-probationary) has a specific skill or expertise that is needed for the operations of the Employer, which the next most junior Employee in that job classification does not possess.

(c) **Super-Seniority for Union Delegates.** All delegates of the Union under this Agreement shall head the bargaining unit and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall provided the employee has the then present skill and ability to perform the work available.

12.6 (a) Whenever a vacancy occurs in a job classification, Employees who have maintained seniority and are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he or she has the present skill and ability to do the work, and if not, the next senior qualified Employee will be recalled, and so on. This provision shall not apply in the event that the vacant position is higher rated or paid than the classification of the laid off Employee because this provision is not intended to circumvent the "Promotion" provision of this Agreement. When an Employee is recalled to a job other than his or her regular job and which he or she is qualified to perform, he or she shall receive the rate for the job which he or she is performing.

(b) Newly-hired probationary Employees who have been laid off have no recall privileges.

12.7 Promotion or Transfer.

(a) Bargaining unit seniority shall govern only where skill, credentials and present ability to perform the new job are considered to be equal.

(b) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he or she is removed from the new job during the

probationary period, he or she shall be returned to his or her former job at his or her former rate of pay, without loss of seniority or other benefits, excepting that if he or she is discharged, his or her rights shall be subject to grievance and arbitration provisions of this Agreement.

12.8 The Employer shall provide to the Union and post once per year an updated seniority list.

ARTICLE 13

RESIGNATION

13.1 Resignations must be submitted in writing to the Unit Director of School Therapeutic Services in advance. Advance notice must be equal to the amount of accrued unused vacation the employee is entitled to receive, but in no event may such notice be less than two (2) weeks. Employees shall not continue to accrue seniority after providing a notice of resignation.

13.2 Except as set forth below, any Employee with one (1) year or more seniority who resigns in accordance with the schedule in Section 13.1 shall be paid his or her pro-rated vacation. Any Employee who is terminated with just cause or resigns without giving the proper notice shall not be entitled to any vacation pay.

ARTICLE 14

DISCHARGE AND PENALTIES

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

14.2 The Employer will notify the Union in writing of any discharge or suspension within seventy-two (72) hours from the time of discharge or suspension.

14.3 If the discipline, suspension or discharge of an Employee results from conduct relating to a student and the student does not appear at the arbitration, the arbitrator shall not consider the failure of the student to appear as prejudicial, and shall permit the introduction of hearsay testimony if necessary to address the absence of the student.

14.4 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

ARTICLE 15

GRIEVANCE PROCEDURES

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

15.2 *Step One:* The Employee or Employees affected and/or their union delegate shall take the matter up with his or her supervisor within five (5) days of its occurrence, either directly or through a representative of the Union in an attempt to effect a satisfactory settlement. The supervisor shall have five (5) days after the grievance was first presented to resolve the matter. If no satisfactory settlement is reached, the grievant or Union may within five (5) days after the supervisor's answer appeal in accordance with Step 2 below.

Step Two: The grievance shall be reduced to writing and signed by the grievant and the Union and referred to the Unit Director of School Therapeutic Services or his or her designee. The Unit Director or his or her designee shall have five (5) days after receipt of the grievance to give his or her answer. If no satisfactory resolution is reached, the grievant or the Union may appeal the matter to arbitration upon written notice to the Employer and the American Arbitration Association within thirty (30) days of the answer of the Unit Director. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

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

15.4 Effect of Settlement. The disposition of any grievance at any step of the grievance procedure by agreement between the Employer and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

15.5 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.

15.6 Discharge/Suspension. An employee who has been discharged or suspended shall bypass Step One of the Grievance Procedure and file his or her grievance

directly with the Unit Director within five (5) days of the discharge or suspension. The grievance shall then be processed in accordance with Step Two of the Grievance Procedure.

An employee who is to be suspended or discharged shall have the right if he desires to have a Union delegate represent him at a meeting to investigate or administer the suspension or discharge, if the Union delegate is requested and available.

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

ARTICLE 16

ARBITRATION

16.1 Authority of Arbitrator. The arbitrator will make his or her findings and render his or her decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

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

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

16.4 Retroactivity. Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except if the grievance concerns an error in the employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved employee(s) may have received from any source during the period for which back pay is claimed.

ARTICLE 17

PERSONNEL FILES

17.1 An Employee, and his or her Union representative and/or delegate, upon request of the Employee, may inspect the contents of his or her personnel file at reasonable times after normal school hours under the following terms and conditions:

- (a) He or she must make an appointment with the Unit Director;

- (b) He or she will not be paid for the time inspecting his or her file;
- (c) Nothing may be removed from the file; and
- (d) Nothing may be written by the Employee or his or her representative or delegate on any papers in the file.
- (e) The Employer reserves the right to be present during the inspection.

17.2 All verbal warnings and written warnings, not including suspensions, in an Employee's records shall not be relied upon with respect to discipline after twelve (12) months, provided that the twelve (12) months' period shall be free of similar infractions. This provision will not apply to incidents involving interactions with students or family members.

ARTICLE 18

INSURANCE

18.1 The Employer agrees to provide for the duration of this Agreement the same life, health and disability insurance with respect to eligibility, benefits and employee contributions, to full time Employees in the bargaining unit which it provides to similarly situated non-union employees in Pennsylvania.

ARTICLE 19

PENSION

19.1 The Employer agrees to continue to provide the Employees access to a 403(b) plan to the same extent it provides such access to similarly situated non-union employees.

ARTICLE 20

PAID TIME OFF (PTO)

- 20.1**
- (a) PTO is paid time off at an Employee's regular straight-time rate.
 - (b) PTO may be taken throughout the year.
 - (c) Regular full-time Employees who have completed their probationary period shall be entitled to accrued PTO each year with pay at their regular straight time hourly rate as follows:

Vacation: Such Employees shall be paid for the days scheduled off by the Philadelphia School District for winter break and spring break. Time off for summer break shall not be paid as vacation, but shall be considered as part of the Employee's regular salary.

Sick Days: 7 sick days per school year. Employees may not carry over sick days, nor are unused sick days paid out upon separation from employment.

Personal Days: 2 personal days per school year. Employees may not carry over personal days, nor are unused personal days paid out upon separation from employment. Employees may take one of these personal days with only one (1) hour notice, if feasible, in the event of a true, documented emergency that precludes providing additional notice.

20.2 PTO pay shall be based upon the Employee's regular rate of pay in effect on the first day of his scheduled PTO day.

20.3 All absences shall not be deemed nor considered as time worked in the computation of PTO pay. Where an Employee has been voluntarily absent, his PTO pay shall be pro-rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of PTO pay due him or her.

20.4 In the event the program closes or is subcontracted out to another employer after the start of the school year but before Christmas break, the employees shall be paid for Christmas break. If the program closes or is subcontracted out after Christmas break but before Spring break, the employees shall be paid for Spring break.

ARTICLE 21

HOLIDAYS

21.1 All regular full-time Employees on the active payroll, upon completion of his or her probationary period, shall be entitled to all holidays recognized by the Philadelphia School District.

21.1 Eligibility is predicated on the conditions that:

(a) Such Employee has satisfactorily completed his or her probationary period preceding the holiday involved; and

(b) Such Employee works the Employer's entire scheduled work day immediately preceding and the Employer's entire scheduled work day immediately

following the holiday (or substitute holiday), except for an absence approved by the Employer.

ARTICLE 22

JURY DUTY

22.1 A regular full-time Employee who has completed his probationary period and who is called to serve on jury duty, shall be compensated to a maximum of one (1) week, by the Employer for the difference between his or her regular straight-time hourly pay for each regularly scheduled work day lost and the amount received as a juror's fee, provided the Employee offers valid proof of such jury duty and proof of the amount received as juror's fee upon request of the Employer. Whenever an Employee on jury duty is temporarily excused from such duty by the Court, on his or her scheduled work day, he or she shall advise his or her supervisor as promptly as possible and stand ready to report to work, if requested to do so by the Employer. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Unit Director and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are services which are essential to the Employer at the time of the proposed jury service.

ARTICLE 23

BEREAVEMENT LEAVE

23.1 A maximum of up to three (3) days of paid time off will be given to regular, full time Employees who have completed their probationary period, for bereavement of immediate family members or significant others, which shall be defined as mother, father, spouse, domestic partner, brother, sister, son, daughter, mother-in-law, father-in-law or grandparent.

23.2 There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death, attendance of the funeral, and verification of relationship may be required.

ARTICLE 24

LEAVE OF ABSENCE

24.1 Employees shall be eligible for Family Medical Leave in accordance with legal requirements applicable to the Employer. Both the Employer and the Employees must comply with Family Medical Leave requirements as set forth in the law and applicable regulations.

24.2 Leaves of absence without pay for other reasons up to thirty (30) days may be granted at the discretion of the Employer. Such leaves shall not interfere with the

orderly operation of the Resources for Human Development- School Therapeutic Services. An Employee may request an additional thirty (30) calendar days for good and sufficient reasons. All requests for such leave shall be in writing and submitted at least fourteen (14) calendar days in advance.

24.3 Leaves of absence for performance of duty with the U.S. Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law.

24.4 Employees who are on a leave of absence, whether due to a work-related injury or any other reason, shall be subject to the layoff and bumping provisions of this Agreement. The Employer shall have the right to temporarily fill the position of any Employee on a leave of absence.

ARTICLE 25

NON-DISCRIMINATION

25.1 The parties agree to continue their present practice of non-discrimination against or in favor of any Employee on account of race, color, creed, national origin, non-job related disability, political or religious belief, sex, age, sexual orientation or gender identity in accordance with applicable law.

ARTICLE 26

EFFECT OF LEGISLATION

26.1 It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, as long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 27

MISCELLANEOUS

27.1 The Employer agrees to provide a safe and healthy work environment for all employees and shall provide training, advice, and oversight in furtherance of this objective.

27.2 Employees shall be required to maintain their current address on file in the Employer's office. All notices to Employees will be considered as to have been properly sent if they are sent to the last address of record.

27.3 The Employer shall continue to provide training to Employees as it deems necessary in its sole discretion.

27.4 Bargaining Unit Work. Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees.

An emergency is herein defined as any condition beyond the Employer's control or any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions. Emergency shall also be defined as including those situations where the Employee or Employees who would or could normally perform the work are not available due to illness, vacation, absence or lack of ability or qualifications.

27.5 Reporting Time. A non-exempt Employee who reports for work at the start of his or her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of one (1) hour of pay at the employee's regular rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other conditions or causes beyond the control of the Employer.

27.6 Unclassified Jobs. If the Employer establishes a new position that falls within the bargaining unit, the wage or salary rate for such position shall be determined by negotiation between the Union and the Employer. If the parties cannot reach an agreement, the Employer may unilaterally implement its last offer, and the Union shall have whatever remedies are legally available to it.

27.7 The Employer will not be bound by any past practice, whether economic or not, which may exist at the Resources for Human Development – School Therapeutic Services.

27.8 To the extent a clearance is an employment requirement, employees will be reimbursed for the cost associated with such clearance completed after the commencement of employment, but such reimbursement shall not include any penalties or enhanced fees occasioned by the employee's failure to obtain such clearance in a timely manner.

27.9 Employees shall be required to begin preparatory work one week before the commencement of classes at an assigned school. During the school year, employees may leave work without penalty or discipline in the event that their assigned school is closed, no children are available to be serviced for billing purposes and no work or meeting time has been assigned to them by their supervisor. In such event, however, the employee shall be required to communicate with his or her supervisor to ensure that no work or meeting time is required.

27.10 STS management and Union representatives shall meet quarterly to discuss issues of common interest.

27.11 The Union negotiating committee shall be paid for time spent in negotiating sessions with the Employer.

ARTICLE 28

TERMINATION

This Agreement shall go into effect September 1, 2016, and shall continue in full force and effect until midnight August 31, 2017, and thereafter from year-to-year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding early expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

For the Employer:

For the Union:




