

**MERAKEY ALLEGHENY VALLEY SCHOOL (SFR)**

**and**

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

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2017 - June 30, 2020**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
	AGREEMENT.....1
I	RECOGNITION ..... 1
II	UNION SECURITY ..... 2
III	CHECK-OFF .....3
IV	MANAGEMENT RIGHTS.....5
V	GRIEVANCE PROCEDURE.....6
VI	ARBITRATION .....8
VII	NO STRIKES, LOCKOUTS AND WORK STOPPAGES .....9
VIII	UNION ACTIVITY, ACCESS TO FACILITY AND BULLETIN BOARDS..... 9
IX	PROBATIONARY EMPLOYEES.....10
X	HIRING.....10
XI	SENIORITY .....11
XII	LAYOFF.....13
XIII	RECALL.....13
XIV	HOURS OF WORK .....13
XV	OVERTIME.....14
XVI	BARGAINING UNIT WORK.....15
XVII	NON-DISCRIMINATION.....15
XVIII	LEAVES OF ABSENCE .....15
XIX	SICK LEAVE .....16
XX	HOLIDAYS .....18
XXI	VACATIONS .....18
XXII	DEATH IN FAMILY..... 21
XXIII	JURY DUTY .....22
XXIV	PERSONAL DAYS.....23
XXV	MEDICAL .....23
XXVI	DISCHARGES AND PENALTIES.....26
XXVII	RESIGNATION .....27
XXVIII	MISCELLANEOUS.....27
XXIX	GENERAL.....28
XXX	PERFECT ATTENDANCE.....29
XXXI	WAGES .....30
XXXII	NEW OR MATERIALLY CHANGED JOB CLASSIFICATIONS.....31
XXXIII	ENTIRE AGREEMENT .....31
XXXIV	403(b) PLAN..... 32
XXXV	EDUCATION ALLOWANCE.....33
XXXVI	TERM OF CONTRACT .....34

## **AGREEMENT**

This AGREEMENT made and entered into this 9<sup>th</sup> day of January 2013 between Merakey Allegheny Valley School (SFR), Philadelphia, PA (called "Merakey" or the "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AND ITS AFFILIATE DISTRICT 1199C (hereinafter called the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

### **WITNESSETH:**

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

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

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

### **ARTICLE I** **RECOGNITION**

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

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

## **ARTICLE II**

### **UNION SECURITY**

- 1. All Employees on the payroll prior to ratification of this Agreement who are members of the Union at the time this Agreement is executed and those whose voluntarily become members of the Union after the date of this Agreement, shall maintain their membership in the Union for the duration of the Agreement as a condition of their employment. These Employees may resign from the Union during the period of ninety (90) days prior to the expiration of this Agreement.
- 2. All full-time and part-time Employees who are regularly scheduled to work sixteen (16) hours or more per week who are hired by Merakey after ratification of this Agreement who are not members of the Union shall become members of the Union upon completion of their probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 3. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of continued employment.

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

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

1. Upon receipt of written authorization from an Employee in the form annexed hereto as Exhibit "A," the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employees' pay upon thirty (30) days' written notice from the Union.
2. Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.
3. Employees who do not sign written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.
4. Any Employee who is a member of and adheres to established and traditional tenets or teachings of a bona-fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and Employer, shall not be required to join and remain a member of the Union as a condition of employment.
5. Such Employees shall be required, as a condition of continued employment, to remit to either Lupus Foundation, Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for

herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B."

6. If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the Employee's behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.
  - a. Such costs shall include, but not be limited to the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
  - b. The Employees shall not have the right, authority or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employees shall be taken to arbitration.
  - c. If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit "B," attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
  - d. Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.
7. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C," the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's first sixty (60) calendar days of employment, the sum specified in said authorization and remit same to the District 1199C Credit Union to the account of said Employee.
8. The Employer shall be relieved from making such check-off deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining units, or (c) layoff from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Section 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.

9. The Employer shall not be obliged to make dues deduction of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
10. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th of each month, together with a list of all Employees from whom dues and/or initiation fees have been deducted, and their Social Security numbers.
11. The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classifications or work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leaves of absence.
12. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
13. Upon receipt of a written Authorization from any Employee in the form annexed hereto as Exhibit "D," the Employer agrees to check-off once a year the sum specified in the said authorization and to remit the same to the Union's Political Action Fund.

#### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

1. The management of Merakey and the direction of the working force is vested exclusively with Merakey. Except where expressly abridged by a specific provision of this Agreement, Merakey retains the sole right to hire, discipline or discharge for just cause, lay off, promote, transfer and assign its Employees; to subcontract; 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 Merakey prior to the execution of this Agreement.

2. Merakey 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 Merakey.
3. The Union, on behalf of the Employees, agrees to cooperate with Merakey to attain and maintain maximum individual care and full efficiency.
4. There shall be no individual agreements between Employees and Merakey.
5. Nothing herein contained is to be construed to mean that a worker or groups have inherent rights to a particular job.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

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

**Step One:** The Employee or Employees affected shall take the matter up with his/her immediate supervisor within 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 settle the matter. If no satisfactory settlement is reached, the grievant or Union may, within five (5) days after the supervisor's answer, appeal to STEP TWO.

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

**Step Three:** The Union will submit the written grievance to the Associate Executive Director or his/her designee within seven (7) days of the Step 2 answer. Within

seven (7) days of the Associate Executive Director's receipt of the grievance, the Union shall meet with the Associate Executive Director or his/her authorized representative to discuss the grievance. The Associate Executive Director or his/her authorized representative shall have seven (7) days after the Step 3 meeting to give his/her answer. If no satisfactory settlement is reached, with the mutual agreement between the Union and the Employer, the Federal Mediation and Conciliation Services will be asked to mediate in accordance with the prevailing voluntary rules of the Federal Mediation and Conciliation Services. The parties will schedule a mutually agreeable date, time and location to mediate the grievance. If the parties don't agree to mediation or a settlement has not been reached in mediation within fourteen (14) days, 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. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

2. **Effect of Failure to Appeal.** Any grievance shall be considered as settled on the basis of the last answer of Merakey if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.
3. **Effect of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between Merakey and the Union shall be final and binding upon the grievant, Employees who are involved or affected thereby, the Union and the Employer. Any interpretation of this Agreement agreed upon by Merakey and the Union shall be final and binding upon all Employees and upon the Union and Merakey.
4. **Computing Time Limitations.** Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.
5. **Suspension/Discharge.** An Employee who has been suspended or discharged shall bypass Steps One and Two of the Grievance Procedure and file his/her grievance directly with the Administrator SFR within five (5) days of the suspension or discharge, provided that a grievance of a suspension pending an investigation must be filed within (5) days of the Employee being notified of the results of the investigation.
6. **Class Grievance.** A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in STEPS 1 and 2 lacks authority to settle, may initially be presented at STEP 3 by the Union representative, as a class grievance.

## **ARTICLE VI**

### **ARBITRATION**

1. **Authority of Arbitrator.** The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change, or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon Merakey 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 MERAKEY, the Union, and the Employees covered by this Agreement.
3. **Expenses.** The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.
4. **Retroactivity.** Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the grievance procedure except if the grievance concerns an error in the Employee's base rate of pay. The proper base rate of pay shall be applied retroactive to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by Merakey 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 Merakey policy, actually occurred.
6. **Attendance of Individual.** If the discharge or discipline of an Employee results from conduct relating to an individual and the individual (resident/client) does not appear at the arbitration, the arbitrator shall not consider the failure of the individual to appear as prejudicial.

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

1. **No Strikes, Lockouts Work Stoppages, Etc.** Employees shall not engage in any strike, sympathy strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefor. Neither the Employees, the Union, nor any officers, agents, or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, sympathy strike, slowdown, sit down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.
2. **No Lockouts.** Merakey 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, sympathy strike, sit down, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Employer, occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:
  - a. Publicly disavow such action by the Employees;
  - b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union;
  - c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately;
  - d. Post notices at Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

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

1. The Employer agrees that representatives of the Union, who may be local, district or national representatives, after first notifying the Administrator of the SFR Program or his/her designee, and after receiving permission, shall have reasonable access to all areas where Employees work except the individuals' living areas, on the premises of the Employer at any time during working hours to conduct Union business relative to the application or interpretation of this Agreement. Such permission will not be unreasonably denied. It is understood that such activity may not interfere with the care of the individual(s) or interfere with the individual's/client's rights.

2. Work schedules of Employees elected as Union delegates shall be adjusted to permit attendance at regular delegate assembly meetings provided that the Employer's operations shall not be impaired and provided further that at least fourteen (14) calendar days' advance notice is given to the Employer.
3. When a delegate finds it necessary to enter a facility of the Employer in the course of performance of required duties as a delegate, he/she shall first notify the Administrator of the SFR Program and receive permission. Such business shall not interfere with the operation of the Employer. Such permission will not be unreasonably denied.
4. The Employer shall provide one (1) bulletin board at each facility for the exclusive use of the Union for the purpose of posting Union notices. Such bulletin board shall be placed conspicuously and at places readily accessible to Employees in the course of employment.

## **ARTICLE IX**

### **PROBATIONARY EMPLOYEES**

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

## **ARTICLE X**

### **HIRING**

1. The Employer may utilize the Union's Employment Service for the recruitment and referral of qualified Human Resources for Employer bargaining unit job vacancies and training positions.
2. If the Employer decides to utilize the Union's Employment Service, the Employer shall notify the Union's Employment Service of all bargaining unit job and training position vacancies and

shall afford the service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

3. The Employment Service shall be administered by the Union and the costs of operating the service shall be borne by the Union.
4. Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event it utilizes the service and the Employment Service does not refer qualified applicants within said twenty-four (24) hour period.

## **ARTICLE XI**

### **SENIORITY**

#### **1. Definition.**

- (a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity by Employer.
- (b) Classification seniority is defined as the length of time an Employee has been continuously employed as a house manager aide.
- (c) Location seniority is defined as the length of time an Employee has been continuously employed at a particular home owned or leased by Merakey as a regular Employee.

#### **2. Accrual.**

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- (b) Bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence without pay, during paid leave or leave for Union business provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence. Bargaining unit seniority and classification seniority shall accrue during a period of continuous layoff not to exceed twelve (12) months.
- (c) A temporary Employee shall have no seniority during the time he/she occupies this status of temporary Employee. Should any temporary Employee become a regular Employee, seniority shall begin on the date the Employee was hired as a regular Employee.
- (d) Part-time Employees who are regularly scheduled to work sixteen (16) hours per week or more shall accrue seniority as set forth in (a), (b), and (c) above on a pro rata basis

of one-half (1/2) of a full-time Employee. If a part-time Employee has accumulated more full-time equivalent seniority than a full-time Employee, the part-time Employee shall be considered to have greater seniority as it applies to the terms of this Agreement.

3. **Loss of Seniority.** Seniority shall be lost when an Employee:
  - (a) quits, retires, resigns or is discharged for just cause;
  - (b) fails to report to work following a recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged, within five (5) working days after being notified by telegram or mail at the last address in Merakey records, notice is complete upon sending;
  - (c) is absent for three (3) consecutive working days without notifying Merakey, unless the Employee presents an excuse acceptable to Merakey;
  - (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 Merakey;
  - (g) is employed by another employer during a leave of absence, except for military duty or part-time work which does not conflict with hours of work at Merakey or the reasons for the leave of absence;
  - (h) fails to return following a disciplinary suspension;
  - (i) is absent for any reason for a period that exceeds an appropriate leave of absence.
4. The Employer shall provide the Union with an updated seniority list on an annual basis. That list shall be posted on all Union bulletin boards.
5. Location seniority shall be used for purposes of vacation preference.

**ARTICLE XII**  
**LAYOFF**

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

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

**ARTICLE XIII**  
**RECALL**

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

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

1.
  - (a) The regular workday for full-time Employees other than weekend full-time Employees shall consist of:
    - (i) eight hours per day,
    - (ii) eight and one-half (8-1/2) hours per day, which includes a thirty (30) minute unpaid meal period, or
    - (iii) nine hours per day, which includes a one (1) hour unpaid meal period.
  - (b) The regular workday for weekend full-time Employees shall consist of at sixteen

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

## **ARTICLE XV**

### **OVERTIME**

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

Overtime shall first be offered on a voluntary basis. The senior qualified employee will be offered the first opportunity to fill one overtime shift. Management will offer the next available open shift to the next person on the seniority list and continue on a rotating basis. Once all employees have been given the opportunity to fill an open overtime shift, management will return to the top of the list.

Where there are no volunteers, such overtime shall be assigned to the least senior employee, also on a rotating basis.

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

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

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

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

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

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

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

1. Medical Leave of Absence. Unpaid medical leave of absence may be granted for a period of up to twelve (12) weeks because of a serious health condition that makes the Employee unable to perform the functions of the Employee's job, in accordance with the Employer's Family and Medical Leave Act policy. At the Employer's discretion, an extension of an additional twelve (12) weeks may be granted. Such extension shall not be unreasonably denied.

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

## **ARTICLE XIX**

### **SICK LEAVE**

1. "Sick leave" is defined as an absence of an Employee from work by reason of his/her illness or accident which is non-work connected or is not compensable under the worker's compensation laws of Pennsylvania.
2. Sick leave shall be earned at the following rate per month of continuous service for full-time Employees after completion of six (6) months of employment, starting with the first of the month.
  - (a) Regular full-time Employees shall earn sick leave at the rate of eight (8) hours per month of continuous service.
  - (b) 30 hour full-time Employees shall earn sick leave at the rate of six (6) hours per month of continuous service.

3. To be eligible for benefits under this Article, an Employee who is absent must notify their supervisor not later than two (2) hours prior to the start of their regularly scheduled work day.
4. Each full-time Employee shall have the right to accumulate unlimited paid sick leave.
5. Merakey reserves the right to require a doctor's certificate in order for an Employee to receive sick leave. Merakey 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) Merakey reserves the right to require more detailed information from the Employee's doctor if Merakey deems it to be job related and consistent with business necessity.
6. An Employee shall not be paid for unused sick leave.
7. Pay for any day of sick leave shall be at the Employee's regular rate of pay.
8. An Employee on leave of absence shall not earn sick leave under the provisions of this Article.
9. The Employer shall provide to the Union the name of its Worker's Compensation insurance carrier and the policy number, upon execution of this Agreement.

**ARTICLE XX**  
**HOLIDAYS**

1. New Year's Day, Martin Luther King's Birthday (when the national holiday is celebrated), Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid holidays. Each regular full-time Employee not scheduled to work on any such holiday shall be paid eight (8) hours at his/her regular straight-time rate of pay. Each 30 hour full-time Employee not scheduled to work on any such holiday shall be paid for six (6) hours at his/her regular straight time rate of pay, provided that:
  - a. Such Employee has satisfactorily completed his/her probationary period preceding the holiday involved; and
  - b. Such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday.
2. Any Employee working on New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, shall receive time and one-half of his/her regular hourly rate for all hours actually worked those days. In addition, regular full-time Employees shall receive an additional eight (8) hours straight-time pay, and each 30 hour full-time Employee shall receive an additional six (6) hours straight-time pay, provided that such Employee has satisfactorily completed his/her probationary period preceding the holiday involved; and such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday. It is the intent of this Section to pay premium time only for hours worked on the above holidays.
3. An Employee who is scheduled to work on any holiday and does not work shall receive no holiday pay.
4. Legal holidays which occur during a leave of absence are forfeited. Vacation, personal and perfect-attendance days may not be used for legal holidays.
5. The legal holiday is the period beginning with the night shift preceding the holiday.

**ARTICLE XXI**  
**VACATIONS**

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

Continuous Service

0 to 4 years  
 After four completed years of continuous service  
 After ten completed years of continuous service

Paid Vacation

2 work weeks  
 3 work weeks  
 4 work weeks

2. Vacation accrual shall begin on the date the Employee is hired as a regular (benefit-eligible) employee. Length of service for vacation accrual shall be determined by the anniversary of that date. Employees may request accrued vacation following the completion of their probationary period. Vacation hours are accrued on a pay period basis. The pay period accrual rate is calculated as follows:

A. "Number of Vacation Hours Entitled To (based on employee status)/26." The following accrual schedule is for the most widely used status hours:

VACATION ACCRUAL TABLE

Employee Status	Hrs/Wk	Bi-Weekly Annual Accrual Hours (2 weeks)		Bi-Weekly Annual Accrual Hours (3 weeks)		Bi-Weekly Annual Accrual Hours (4 weeks)	
FT	40	80	3.07	120	4.61	160	6.15
PT	24	48	1.84	72	2.76	96	3.69

3. An Employee may carry over accrued vacation time for 1 year. For example, if an Employee is carrying over 15 days of accrued vacation from year one, the Employee can accrue another 15 days during year two, for a total of 30 vacation days for use by Employee during year two. The vacation request procedure in effect at the time of the signing of this Agreement shall continue. The number of Employees on vacation at one time shall be at the discretion of AVS.
4. No vacation shall be granted that is less than one (1) work day.
5. Requests for vacation exceeding two weeks' in length must be submitted to the Executive Director or designee for approval. Such requests must be submitted within appropriate designated time frames for vacation requests. Executive Director or designee will review such requests on a case-by-case basis, and grant or deny based upon program and consumer needs.
6. Monetary remuneration cannot be given in the place of accrued vacation time except in the case of termination of employment or under the Vacation Buy-Back Program. Such payment shall not exceed the amount of vacation pay accruable for one year. Employees who resign shall receive pay in lieu of unused earned vacation, provided that advance

written notice equal to at least two (2) weeks is given. Employees who are laid off due to a lack of work shall be paid all earned and unused vacation time up to the date of layoff. Employees who are terminated shall be entitled to all unused earned accumulated vacation, up to the amount accruable for one year. Employees who are still in their initial probationary period will not receive payment for accrued vacation time.

## 7. Vacation Buy-Back Program

Monetary remuneration may be given in place of accrued vacation time in the form of the vacation buy-back program in accordance with the terms and conditions as described below.

This vacation buy-back program is designed to be beneficial to both Merakey and their employees. As a 100% optional program, employees with different values and needs have the flexibility to either take their vacation time off or instead to receive a portion of their time off as extra compensation. Merakey will benefit with reduced scheduling demands and less overtime.

### Eligibility

This program is limited to employees who serve in either a Billable or an In-ratio capacity as defined below. In addition, the employee must also be in a position that is eligible to accrue vacation time as described earlier in this Article.

**Billable Employee:** An employee whose time is tracked as billable units of service and submitted to a payer from reimbursement.

**In-ratio Employee:** An employee who works in a program/capacity which is required to meet a certain Consumer to Staff ratios. These employees are in a position that if they are not working then a replacement employee must be added to the schedule. Example: House Manager Aide

**50 % Rule:** Some employees have positions that place them in a Billable or In-ratio role for a portion of time and in an administrative role for the other portion of their time. Employees whose "Regularly" scheduled hours are 50% or greater in a Billable or In-ratio role are eligible for the program

### Program Details

- Eligible employees must maintain a balance of least 32 vacation hours in order to request vacation buy-back compensation. Employees can request vacation buy-back (at their regular rate of pay) for a portion of and up to all accrued hours above 32 vacation hours.
  - Example: If an employee currently has a balance of 52 vacation hours, he/she may request a vacation buy-back of up to 20 hours in exchange for the vacation time (52 hrs – 32 hrs = 20 eligible hrs).

- When requesting a vacation buy-back, the employee must request a minimum 7 accrued vacation hours to be paid at a time.

#### Process

1. Request: the employee requests vacation buy-back compensation by completing the electronic "Vacation Buy-Back" form found on the intranet at the following link [insert link here]. Requests can be made anytime of the year and multiple requests per year are permitted with the balance of vacation hours maintained as described above.
2. Approval: the electronic form is routed through a management approval path
3. Payment: Management approved Vacation Buy-back requests will be added to the employee's current timecard and paid at the employee's regular rate of pay on the next corresponding pay date.

All other sections described in Article XVIII: Vacation above will apply (for example: payout upon termination, annual carry over accrued vacation time, etc.).

Employees will be expected to use this vacation buy-back program in good faith. The employer retains the right to determine the economic viability of the vacation buy-back program and whether or not to continue or discontinue the program at its sole discretion. This operational practice shall cease and desist after notification by the employer. A meet and discuss shall occur if requested by the union within 10 days of the notification.

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

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

regular straight-time rate of pay, provided time off is taken between the date of the death and the day following the funeral and provided further that the Employee attends the funeral. In the event the funeral is scheduled on a day that is not a regularly scheduled work day for the Employee, he/she shall not receive any pay for that day under this provision.

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

3. In the event of the death of an Employee's brother-in-law or sister-in-law, an Employee who has completed his/her probationary period will be allowed up to the following amount of the Employee's regularly scheduled weekly hours off with pay at his/her regular straight-time rate of pay to attend the funeral, provided that the funeral is held on a regularly scheduled work day for the Employee.

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

4. Advance notice must be given to the Employee's supervisor before any time can be taken.
5. There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

### **ARTICLE XXIII**

#### **JURY DUTY**

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

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

1. Each regular full-time Employee is entitled to three (3) personal days off per year which must be requested in writing on the Paid Time Off form and scheduled with the immediate supervisor at least fourteen (14) days in advance. Personal days may be canceled in the event of an emergency. Emergency personal days shall not be unreasonably denied.
2. Each regular full-time Employee shall be paid the number of hours he/she is regularly scheduled to work at his/her regular straight-time rate provided that:
  - a) Such Employee has satisfactorily completed his/her probationary period preceding the taking of such personal day; and
  - b) Such Employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the personal day.
3. Full-time Employees shall earn personal hours for each continuous four (4) months of service from their anniversary date at the following rates:
  - (a) Regular full-time Employees – eight (8) hours;
  - (b) 30-hour full-time Employees – six (6) hours.If personal hours are not taken within said year, such hours are forfeited
4. Regular part-time House Manager Aides shall receive pro-rated personal days as follows:

16 hours per week House Manager Aide – 8 hours each anniversary date.  
20 hours per week House Manager Aide – 12 hours each anniversary date.

**ARTICLE XXV**  
**MEDICAL**

**Section 1 – Eligibility**

Upon completion of 90 days of continuous service, all active Employees hired to work 30 hours or more per week are eligible for the following benefit programs, as offered by Merakey Human Services, Inc. Employees will be offered medical/prescription/dental/vision benefits. For medical/prescription/dental/vision coverage, the necessary online enrollment paperwork must be completed by the employee.

1. Each medical/prescription benefit plan will be offered to the employees in the following coverage tiers (groupings):

- a. Employee only;
- b. Employee and Child;
- c. Employee and Spouse;
- d. Employee and Children;
- e. Employee and Family;

2. Each dental/vision benefit plan will be offered to the employees in the following coverage tiers (groupings):

- a. Employee Only;
- b. Dependent Coverage (includes employee and any combination of spouse/children)

3. In most cases, coverage tiers are determined by the insurance carriers and may change beyond the Employer's control. If an insurance carrier changes the tier offerings, the Employer will as well.

Note: Health plans defined in this Article are subject to compliance with the Patient Protection Affordable Care Act of 2010.

## Section 2 – Medical

1. The Employer shall offer a choice of medical plans. This includes a new single medical/prescription benefit plan option for Employees choosing to participate in the Enhanced Pay Option.

2. Medical coverage payment will include prescription drug (RX) coverage. 1199C and Non Union employees will have parity in terms of plan design. All employee contributions will be on a pre-tax basis. Effective with the 2018-19 benefit plan year beginning August 1, 2018, any percentage increase to the total cost for Medical/Rx coverage will increase the Employer Defined Contribution and the Employee Contribution by an equal percentage (e.g., if the total cost for Medical/Rx Coverage goes up 2.5%, the Employer Defined Contribution will increase 2.5% and the Employee Contribution will increase by 2.5%).

3. Employees covered by this bargaining unit will have the choice of coverage levels as follows:

- a. Medical Coverage only
- b. Medical and Dental Coverage
- c. Medical and Dental and Vision Coverage
- d. Dental Coverage Only
- e. Dental and Vision Coverage
- f. Vision Coverage Only
- g. No Coverage

4. The Employee has the right to waive coverage with confirmation of other insurance presented to the Employer.

5. Employees enrolled in any Merakey Medical Plans will be eligible for a reimbursement for any Inpatient Hospital stay. This reimbursement will be the lesser of \$250 per day up to 5 days maximum or the co-insurance or deductible amount.

6. An emergency room visit that results in an Inpatient Hospital stay will be reimbursed the lesser of \$100 per visit or the co-insurance or deductible amount.

7. The following co-payment structure from the Prescription Drug Benefit will take place effective upon ratification:

	Retail (30 day)	Mail Order (90 day)
Generic	\$15	\$37.50
Preferred Brand (Formulary)	\$35	\$87.50
Non-Preferred (Non-Formulary)	\$50	\$125

### Section 3 – Dental

1. Employees meeting the eligibility requirements in Section 1 will be offered dental coverage on a voluntary basis. 1199C and non-union employees will have parity in terms of plan design and contribution percentage of premium. It is expressly understood that agreement to parity does not in any way affect 1199C's right to bargain over health care benefits.

2. Employer reserves the right to update Employee Contributions for dental coverage on an annual basis or when the insurance carrier/plan administrator changes the underlying rates of the plans.

3. Dental benefit plan will be offered to the employees in the following coverage tiers (groupings):

a. Employee Only Coverage

b. Dependent Coverage (includes employee and any combination of spouse/children)

### Section 4 – Vision

1. Employees meeting the eligibility requirements in Section 1 will be offered vision coverage on a voluntary basis. Employee contributions will be 100% of the cost of this coverage. 1199C and Non Union employees will have parity in terms of plan design and contribution percentage of premium. It is expressly understood that agreement to parity does not in any way affect 1199C's right to bargain over health care benefits.

2. Employer reserves the right to update Employee Contributions for vision coverage on an annual basis or when the insurance carrier/plan administrator changes the underlying rates of the plans.

3. Vision benefit plan will be offered to the employees in the following coverage tiers (groupings):

a. Employee Only Coverage

b. Dependent Coverage [(includes employee and any combination of spouse/children/life partner (same sex)]

#### Section 5 – Substitution of Providers

1. The Employer agrees to advise the Union which medical, prescription, dental and/or vision plans have increased. The Employer agrees to discuss, with the Union, the plan benefit changes being considered. In the event that plan benefits change, the Employer does agree to offer the bargaining unit employees, at a minimum, the same level of benefits offered to non-bargaining unit employees.

2. The Employer shall have the right to substitute the provider and change the level of benefits offered for the medical, prescription drug, dental, and vision plans. In the event that the Employer does change the level of benefits, the Employer agrees to offer the bargaining unit employees, at a minimum, the same level of benefits offered to non-bargaining unit employees.

3. The Employer agrees to provide the Union (through its representatives) at least 30 days' notice of any change or substitution cited in Sections 5.1, 5.2.

#### Section 6 – Ancillary Benefits

1. The Employer, from time to time, may offer other benefit opportunities not listed in this agreement. These benefits include, but are not limited to, Flexible Spending Accounts and an Employee Assistance Program. The Employer has the right to modify or terminate these benefits at any time as it deems appropriate.

2. The Employer agrees to provide the Union (through its representatives) at least 30 days' notice of any change or substitution cited in Section 6.1.

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

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

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

## **ARTICLE XXVII**

### **RESIGNATION**

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

## **ARTICLE XXVIII**

### **MISCELLANEOUS**

1. Emergency phone calls will be received through the Verree Road switchboard and dispatched to the respective site.
2. Personal cell phones or other electronic devices are not permitted while on the job.
3. **Performance Appraisal.** Any Employee whose job performance or conduct becomes subject to appraisal shall have the right to participate in the review of such appraisal. The appraisal of any Employee shall be performed by the Employee's immediate supervisor and signed by the Employee. Such signature shall signify only that the appraisal has been reviewed with the Employee and shall not indicate concurrence in the content of the appraisal.
4. **Access to Human Resources Files.** An Employee or the Union may inspect the contents of an Employee's personnel file under the following terms and conditions:
  - a. He/she must request the file from the Human Resources Manager or his/her designee and the Employee and/or Union must sign for the file. The file may be reviewed by the Employee in the Human Resources Manager's office.
  - b. Nothing may be removed from the file by the Employee unless the Employee and Human Resources Manager agree.
  - c. Nothing may be written by the Employee on any existing papers in the file.
  - d. The Employee must review his/her file on non-working time.

5. **Minor Infractions.** All minor infractions on an Employee's record shall not be relied upon for further discipline after one (1) year, provided that the one (1) year shall be free from any infraction.
6. The Employer will provide cell phones for the vans for emergency purposes only. Employees who use the cell phones other than for emergencies or as directed by their Supervisor shall, in addition to any discipline, be responsible to pay the charges for such use. Employees who lose the cell phones shall, in addition to any discipline, be responsible to pay the replacement cost for such cell phone.

## **ARTICLE XXIX**

### **GENERAL**

1. Merakey will continue the same life insurance and AD&D benefits in effect at the signing of the Agreement.
2. If there is a conflict between the provisions of this Agreement and the Merakey Employee Manual or any other Merakey policy, this Agreement shall prevail.
3. **AWOL Policy.** If an Employee does not report off work or does not report off to the proper person, that Employee will be considered AWOL (Away Without Official Leave). Being AWOL will result in disciplinary action up to and including termination. In the first instance of an Employee being AWOL, said Employee must present an excuse acceptable to MERAKEY for being away without official leave. Failure to present an excuse which is acceptable to MERAKEY will result in termination. For the second instance of AWOL, an Employee will be immediately terminated regardless of the excuse.
4. Any moving/parking violations incurred while operating an Merakey vehicle or Employee's own vehicle on behalf of Merakey are the sole responsibility of the driver. Unpaid parking tickets issued to staff while using Merakey vehicles shall have the amount of the ticket deducted from their paycheck.
5. Employees shall be paid for mandatory in-service meetings. Employees who fail to attend mandatory in-service meetings shall be disciplined.
6. When an Employee is pulled from one house to another and he/she uses his/her own vehicle to travel to the new site, he/she will be reimbursed in accordance with Merakey's designated rate. If an Employee does not have his/her own vehicle, Merakey will provide transportation to the new site.

7. An Employee who is injured on the job and who requires immediate medical attention must immediately go to a hospital or a physician on the Employer's worker's compensation list. The Employee is also required to provide to Merakey appropriate documentation of the medical treatment received. An Employee who meets all of the requirements of this paragraph will be paid his/her regular straight-time rate for the remainder of his/her shift on the day he/she was injured on the job.
8. Merakey and District 1199C will establish a practice to meet and discuss issues dealing with the implementation of this Agreement and to discuss Labor Management problems that may arise. The purpose of this committee is to assure the continued attention of both Merakey and District 1199C to the joint effort that is necessary for meaningful operations at Merakey, cost savings and program quality improvements. It is intended that bargaining unit members and management employees will participate in this joint effort. The committee shall consist of not more than three (3) representatives of management and three (3) representatives of the Union.

Grievances and grievance discussions will not be a subject for this committee, unless mutually agreed to by both Merakey and District 1199C.

An agenda will be prepared in advance to be utilized in these committee meetings.

### **ARTICLE XXX**

#### **PERFECT ATTENDANCE**

1. Regular full-time Employees shall earn sixteen (16) hours of paid time off for each continuous six (6) months of perfect attendance. If a regular full-time Employee has perfect attendance for twelve (12) continuous months, he/she shall earn a bonus of eight (8) hours paid time off, to be added to the thirty-two (32) hours earned for a total of forty (40) hours. 30 hour full-time employees shall earn twelve (12) hours for each contiguous six (6) months of perfect attendance. If a 30 hour full-time Employee other than weekend full-time employees, has perfect attendance for twelve (12) continuous months, he/she shall earn an additional six (6) hours, to be added to the twenty-four (24) hours earned for a total of thirty (30) hours. After receiving the bonus, the perfect attendance period starts over. A weekend full-time employee shall earn 15 and one half hours of paid time off for each six continuous months of perfect attendance.
2. Employees who earn perfect attendance days may schedule to take the perfect attendance day off, in accordance with the requirements set forth under the Personal Days provision of this contract.
3. Part-time House Manager Aides shall receive pro-rated Perfect Attendance Days as follows:  
16 hours per week House Manager Aides – 16 hours each anniversary date.

20 hours per week House Manager Aides – 20 hours each anniversary date.

4. Absences due to a snow emergency declared by the Administrator and one (1) early leave per year shall not be counted against an Employee's perfect attendance.

## **ARTICLE XXXI**

### **WAGES**

Effective following ratification, all active bargaining unit Employees hired before April 1, 2017, will receive a one-time only retention bonus, less applicable taxes and other withholdings. The retention bonus will be a percent of total earnings received between the following pay dates – July 29, 2016 and July 14, 2017.

The retention bonus percentage will vary based on continuous years of service at Merakey as of February 28, 2018, as follows:

10 or more years of service	3.157%
5 or greater years of service but less than 10	2.2%
3 or greater years of service but less than 5	1.8%
Less than 3 years of service	1.5%

The payout will occur in March 2018. Employees must be in active status at the time of payout. Any eligible Employee on leave of absence at the time of payout will receive such payment upon their return to work.

All bargaining unit Employees will receive a two percent (2%) hourly wage increase, less applicable taxes and other withholdings, retroactive to the first full pay period of July 2017. The job classification rate will increase concurrently with any percentage increases.

Effective the first full pay period of January 2018, start rates will be raised to a minimum of eleven dollars (\$11.00) per hour.

For years 2 and 3 of the contract term, all Employees will receive a 1% hourly wage increase effective the first full pay period in July 2018 and the first full pay period in July 2019. Employees will receive an additional 1% hourly increase, the timing of which will be determined by Merakey (i.e., July 2018, July 2019, or spread between those dates).

### **Enhanced Pay Program**

The Enhanced Pay option will be offered to benefit eligible IDD Direct Care Residential Staff in support of our recruitment and retention efforts.

Terms and conditions of the Enhanced Pay Plan option will include the following:

- Benefit eligible Employees will have the option to select an Enhanced Pay Plan with a single medical/prescription benefit plan option in lieu of the four (4) other medical/prescription plans available to benefit eligible Employees;
- New Employees or Employees transferring into benefit eligible positions will have the opportunity to elect Enhanced Pay during their online onboarding process. Insurance plan elections must be selected through myMerakey Benefits portal;
- Employees will have the opportunity to elect or withdraw their Enhanced Pay election once a year. Currently this occurs after the regular benefit open enrollment period;
- Enhanced Pay offers Employees an additional two-dollar (\$2) per hour for each paid hour (regular, overtime, and leave accruals);
  - This payment is made as a separate line item on the Employee's paycheck and will be compounded at one and one-half (1.5) times for overtime;
- One medical/prescription plan is available and is subsidized by Merakey for single coverage only;
- Dental and vision insurance are available for Employees selecting Enhanced Pay; Merakey does not subsidize any portion of the voluntary (Employee paid) dental or vision premiums;
- Employees selecting Enhanced Pay will accrue five (5) less vacation days and five (5) less sick days annually;
- Employees who select Enhanced Pay may choose to waive medical, dental, and/or vision insurance;

All newly-hired Residential staff will be offered the Enhanced Pay option. Incumbents will have the opportunity to select Enhanced Pay as described above during a special open enrollment period.

## **ARTICLE XXXII**

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

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

## **ARTICLE XXXIII**

### **ENTIRE AGREEMENT**

The Employer and the Union acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that

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

#### **ARTICLE XXXIV** **403(b) PLAN**

The Employer will provide a 403(b) Plan for all regular Employees of Merakey Human Services. To receive the Employer matching funds, the Employee must meet all eligibility criteria for the benefit as provided in the Plan document: 1-year employment, 21 years of age, work a minimum of 1,000 hours per year. The benefit provided shall be the same 403(b) Plan as that provided by the Employer to non-bargaining Employees on the effective date of this Agreement, including the following basic provisions:

- A. The Employer will allow Employee contributions for all Employees as soon as administratively feasible. Employees can enroll or change their contribution amounts at any time. For Employees participating in the Plan, all Employer matching contributions will begin the month after their first-year anniversary as long as the Employee meets the eligibility requirements stated above.
- B. The Merakey Employer match will be equal to 50% of elective deferrals based on the first 4% of eligible Employee contributions. This equates to a full 2% match for Employees contributing 4% or more per pay. There is no match on Employee contributions above 4% of eligible salary.
- C. The Employee's right to the funds will be vested at 100% immediately.
- D. Merakey – AVS and non-union employees will have parity in terms of the Merakey match. The Employer agrees to provide the Union (through its representatives) at least thirty (30) days' notice of any change in matching contributions.

The Union recognizes that the Employer's ability to fund its matching of the employees' contributions to the 403(b) plan is dependent upon the Commonwealth of Pennsylvania, Office of Developmental Program's ("ODP") approving such funding. If this request is denied and the grounds exist to do so, the Employer will appeal the denial pursuant to 55 Pa. Code 6211.33(b) and, if necessary and grounds exist to do so, will request a rehearing or reconsideration pursuant

to 1 Pa. Code 35.241. If the appeal or request for rehearing or reconsideration is denied, the Employer agrees to petition the Commonwealth Court of Pennsylvania for judicial review pursuant to 42 Pa. C.S.A. 763(A)(1). If the Employer's request for waiver (including any appeals or petitions for review therefrom) is not successful, then the 403(b) Plan shall cease.

Eligible employees who participated and received a match in the Merakey 403(b) retirement plan during the period of January 1, 2017 through June 30, 2017 will receive a onetime additional lump sum matching contribution made directly to their retirement plan accounts. The lump sum contribution will be calculated using the eligible employer matching contributions made to each participant's accounts during the period of January 1, 2017 through June 30, 2017. This contribution will be annualized (doubled) and a sum equal to this amount will be applied directly to employees' retirement plan accounts.

To qualify for the additional matching contribution, eligible employees must have contributions to the Merakey 403(b) retirement plan between January and June of 2017, received matching contributions and be an active employee when the lump sum payment is made.

The additional one-time lump sum match described above will be paid out to eligible Employees at the discretion of management during the first Quarter of 2018 but no later than April 30, 2018.

#### **ARTICLE XXXV** **EDUCATION ALLOWANCE**

After completion of 90 days of employment, active full-time Employees regularly scheduled to work at least thirty (30) or more hours per week may have work related education costs including work related certification costs reimbursed by Merakey under the following conditions:

1. The employee must submit a request for approval to his or her supervisor on the appropriate tuition assistance request form. All requests must be fully approved prior to commencement of the course. Course must be job related and relevant to the furthering of an employee's working career in their field, either by improving the quality of current performance or establishing background for future career development. Courses selected must be offered by an accredited college, university, business, technical or vocational institution.
2. The course is to be taken when not in conflict with the employee's regular work schedule.
3. The course must have been successfully completed with a minimum of grade "C" obtained, before reimbursement can be made. Merakey shall reimburse employees' tuition within six weeks from the date the employee provides proof of successful completion of the course and completely fulfills all paperwork requirements with the local Human Resources Office.


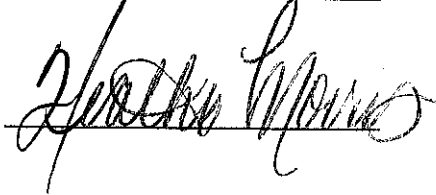
4. Merakey shall reimburse up to one hundred percent (100%) of the cost of tuition per approved course, with a maximum reimbursement total of one thousand dollars (\$1000) per academic semester (where applicable), and two thousand dollars (\$2000) per fiscal year (July 1 – June 30).
5. Reimbursement will be handled through the specific program Human Resources Representative using the Tuition Assistance Request Form.
6. All employees obtaining the educational allowance must remain on the active payroll of Merakey for at least 6 months following the most recent course for which the allowance was received. Termination excluding lay-offs, prior to the completion of the six-month period, will require repayment of the most recent courses that were reimbursed to the employee by Merakey.

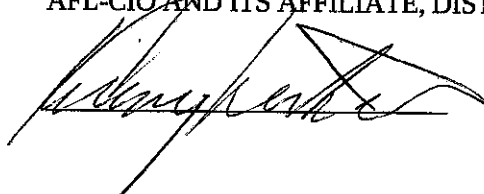
**ARTICLE XXXIII**  
**TERM OF CONTRACT**

This Agreement shall expire at 11:59:59 p.m. on June 30, 2020. Agreed upon January 25, 2018.

MERAKEY ALLEGHENY VALLEY  
SCHOOL – AVS

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

  
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