

COLLECTIVE BARGAINING AGREEMENT

by and between

**WEST PHILADELPHIA COMMUNITY
MENTAL HEALTH CONSORTIUM, INC.**

And

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

JULY 1, 2018 TO JUNE 30, 2021

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AGREEMENT

THIS AGREEMENT, dated, made, entered into and effective JULY 1, 2012, by and between WEST PHILADELPHIA COMMUNITY MENTAL HEALTH CONSORTIUM, INC. (hereinafter called the "Consortium") with its principal offices currently located at 3751 Island Avenue, Suite 303, Philadelphia, Pennsylvania, and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C (hereinafter called the "Union").

THIS AGREEMENT shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assign.

WITNESSETH:

WHEREAS, on June 8, 1979, the Union was certified by the National Labor Relations Board in case #4-BC-13571 as the exclusive representative of all full-time and regular part-time professional and nonprofessional Employees working ten (10) or more hours per week employed at West Philadelphia Community Mental Health Consortium, Inc., in Catchment Area Three, including the following professional and nonprofessional Employees' classifications:

Professional

Medical Records Clerk
Nutritionist
Psychologist (Licensed)
Psychologist (Unlicensed)
Registered Nurse (AA, BA, MA)
Case Manager (MR)
Intensive Case Manager
Forensic Case Manager
Social Worker (BA)
Social Worker (MA)
Specialty Therapist (BA)
Occupational Therapist (BA)
Speech Therapist (BA)
Teacher (MA)
Licensed Practical Nurse
Vocational Coordinator (BA)
Staff Generalist (BA)
Family/Child Therapist (BA)
HIV Counselor
Maintenance Mechanic

Non-Professional

Bus Driver
Bus Aide
Cook
Custodian
Data Entry Clerk
Evaluation Assistant
Dietary Aide
Maintenance Finisher
Mental Health Assistant I
Mental Health Assistant II
Intake Evaluator
Child Care Worker
Unit Secretary
Teacher Assistant
Computer Operator
Activities Coordinator
Center Counselor
Acute Care Liaison
Family Service Coordinator
Medical Records Clerk

but excluding doctors, managerial Employees, supervisors as defined by the Act, guards and confidential Employees working in the fiscal department, the human resource's department, management and general services department, board affairs, executive secretaries, administrative assistants and public information specialists; and

WHEREAS, Consortium is engaged in furnishing essential public services vital to the health, welfare, safety and comfort of the community; and

WHEREAS, both Consortium and its Employees have a high degree of responsibility to the public in so serving in a professional manner the general public and the clients of Consortium without interruption of these essential services; and

WHEREAS, since both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between Consortium and the Union, and to that end the parties hereto have reached an understanding governing the wages, hours and working conditions of employment insofar as it relates to the Employees within the bargaining unit; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly and harmonious relationship between Consortium and the Union so that grievances and complaints shall be settled quickly and satisfactorily to both parties, and so that service to clients of consortium shall not be disrupted; and

WHEREAS, all references to "Employee," "Employees," "he," "his or "their" in this Agreement covers both male and female Employees. The terms are used for the purpose of brevity and understanding only.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE I: RECOGNITION

Section 1.

Consortium recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining of the Employees in the above described unit, as certified by the National Labor Relations Board in case #4-BC-13571 and in Exhibit E under Children Mental Health (MH) Family Based Program Effective July 1, 2000. When used in this Agreement, the term "Employees" refers only to those Employees for whom the Union is recognized as the exclusive representative for collective bargaining.

Section 2.

It is agreed that this Agreement shall apply to all Employees of Consortium, as set forth in the description of the unit previously set forth herein, who work at any location of Consortium within Catchment Area Three.

Section 3.

The Employer shall provide to the Union and post at the institution once yearly, an updated seniority list.

Section 4.

Temporary Employees working in bargaining unit positions shall become members of the bargaining unit on the first day after their sixth (6th) month of employment. A temporary Employee who becomes a regular in the same classification shall have his or her seniority retroactive to his hire date and counted toward the probationary period.

ARTICLE II: UNION SECURITY

Section 1.

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

Section 2.

All Employees hired after the effective date of this Agreement shall become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 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 membership.

Section 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 are discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 5.

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

ARTICLE III: CHECK OFF

Section 1.

Upon receipt of 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 ninety (90) calendar days of employment, and remit to the Union regular monthly dues and initiation fees and/or assessments, 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.

Section 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.

Section 3.

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

Section 4.

Any Employee who is a member of and adheres to established and traditional tenets or teachings of a bonafide 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.

Section 5.

Such Employees shall be required, as a condition of continued employment, to remit to either West Philadelphia Community Mental Health Consortium, Friends and Parents of Retarded Children or the National Association of Retarded Citizens, recognized as a valid charities under Section 501(c) (3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the

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

Section 6.

If any such Employees who hold conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided in this Agreement, on the Employee's behalf, the Union is authorized to charge the Employee a 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 their own attorney to prosecute their grievance if arbitration is determined to be appropriate by Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employee shall be taken to arbitration.
- (c) If fees are due and owing to the Union under this provision, such fee, 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.

Section 7.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Appendix "C," the Employer shall, pursuant to such authorization, deduct from wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's first ninety (90) calendar days of employment, the sum specified in said authorization and remit the same to the District 1199C Credit Union to the credit or account of said Employee. It is understood that such check off and remittance shall be made by the Employer whenever feasible.

Section 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.

Section 9.

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

Section 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 by the end of each month together with a list of all Employees from who dues and/or initiation fees have been deducted, and their social security numbers.

Section 11.

The Employer agrees to furnish the Union each month with the names of newly hired bargaining unit Employees, their addresses, social security numbers, classifications of work, their date of hire, and names of terminated Employees, together with their classifications, programs and dates of termination, and names of Employees on leave of absence and those returning from leave of absence.

Section 12.

The Employer agrees to make payroll deductions once each calendar year on the same date for all Employees from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under

this Agreement and remit the same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D." This deduction shall be made only once a year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

Section 13.

It is specifically agreed that the Employer assumes no obligations, 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.

ARTICLE IV: NO DISCRIMINATION

Section 1.

Consortium and the Union agree not to discriminate against any Employee on the basis of race, creed, color, sex, sexual orientation, national origin or political affiliation, nor against any disabled Employee provided such disability does not interfere with the performance of work responsibilities or duties. Consortium also agrees that it will not discriminate against any Employee on the basis of his or her place of residence; provided, however, that this is not in conflict with any requirement imposed upon Consortium by any governmental funding source.

Section 2.

Consortium agrees that members of management will not discriminate against any Employee because of his or her Union membership. The Union agrees that it will not discriminate against any Employee because of his or her nonmembership in the Union.

Section 3.

The Union and the Employer agree that the implementation and interpretation of this Agreement shall be consistent with the Employer's obligations under the Americans with Disabilities Act (ADA). Neither the Employer nor the Union will be unreasonable as it relates to the Act.

ARTICLE V: MANAGEMENT RIGHTS

Section 1.

The management of the Consortium and the direction of its working force are vested exclusively with the Consortium. Unless modified by a specific provision of this Agreement, the Consortium retains the sole right to hire, discipline or discharge for just cause, as set forth in the Agreement, layoff, promote, transfer and assign its Employees; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a program, department, function or division; to assign or transfer Employees to other departments as operations may require and to introduce new or improved facilities and/or methods of operation. However, none of these rights shall be exercised in an arbitrary or capricious manner.

Section 2.

The listing of specific rights in this Article is not intended to limit the rights of management, whether or not such rights have been exercised by the Consortium in the past. Matters of inherent managerial policy are reserved to the Employer.

Section 3.

The Union, on behalf of the Employees, agrees to cooperate with the Consortium to attain and maintain full efficiency and maximum patient and client care and the Consortium agree to receive and consider constructive suggestions submitted by the Union towards these objectives.

Section 4.

The parties agree to continue the established labor-management committee. The labor-management committee will consist of up to six (6) duly elected delegates, and representatives from the Consortium including the Executive Director or designee. The committee will meet once a quarter with the purpose of discussing the financial status of the Agency and incorporate provisions of Section 3 above. The parties agree to a good faith effort, on an ongoing basis, to discuss Section 3 issues as needed. If and when the Consortium determines that it will be necessary to lay off or cut back personnel, such layoff or cut back will be discussed at least five (5) working days in advance of the date that Employees are given notice of such layoff or cut back. The Consortium agrees that it will carefully and seriously consider any and all suggestions made by the Union with regard to such proposed layoffs or cut backs in personnel prior to the Consortium making its final determination on the issue. In the event that the Consortium determines to subcontract any work, and if said

subcontracting affects bargaining unit Employees, the labor-management committee shall discuss the subcontracting.

ARTICLE VI: DISCIPLINE AND DISCHARGE

Section 1.

Consortium shall not suspend, demote, discipline an discharge any Employee who has completed his or her initial probationary period except for just cause, which shall include but not be limited to the following grounds: failure to render service to any client, if such service is within the normal and usual scope of such Employee and would not infringe upon the quality of service provided for other clients, or is required by reason of an emergency related to the patient; abusive treatment of clients; misrepresentation of an Employee's application; theft; chronic lateness or absence; possession of alcoholic beverages or drunkenness on premises; willful destruction of property; failure to report for duty without first securing permission or failure to report for duty without notice (except where the Employee can prove reasonable inability to give notice); unauthorized use or possession of narcotics on Consortium premises; sleeping on duty; or unsatisfactory job performance; gambling on Consortium premises, soliciting or accepting gratuities from patients, clients, agencies or other Employees; fighting; falsifying information on any Consortium record, including without limitation; falsifying a prescription.

Section 2.

Consortium will notify the Union in writing within twenty-four (24) hours following the suspension, demotion, disciplinary probation, discipline or discharge of any Employee in the bargaining unit.

Section 3.

The Union and the Employees recognize the importance of courtesy, and the protection of confidential information concerning clients and patients, and their families. Any and all information gathered or heard officially or unofficially concerning a client and patient, or his or her family, shall be construed as confidential and acts of discourtesy or disclosure of the aforementioned information of an Employee to a resident, a fellow Employee, or any unauthorized personnel shall be regarded as a breach of confidence and in addition, any disclosure of confidential information that violates any law, statue or regulation shall also be regarded as a breach of confidence and shall be grounds for immediate discipline. It is recognized, however, that certain Employees, in the normal course of performing their duties, may be called upon to disclose confidential information to other Consortium Employees. This Section is not intended to prohibit such disclosures.

Section 4.

In no event shall any harsh disciplinary action for minor infractions be taken, such as suspension, disciplinary probation or discharge, unless a progressive schedule has been initiated.

ARTICLE VII: NO STRIKE OR LOCKOUT

Section 1.

No Employee shall engage in any strike of any nature, sit-down, sit-in, slowdown, walkout, cessation or stoppage or interruption of work, picketing, boycott, or other form of interference with the operations of Consortium.

Section 2.

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

Section 3.

In addition to any other obligation of the Union pursuant to applicable law or statute, and without limitation of any and all obligations for the Union, should a strike of any nature, sit-down, sit-in, slowdown, walkout, cessation or stoppage or interruption of work, picketing, boycott, or other form of interference with the operations of Consortium occur, the Union within twenty-four (24) hours of a request by Consortium, shall:

- (a) Publicly disavow such action by the Employees;
- (b) Advise Consortium 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 on bulletin boards advising that the Employees that it disapproves of such action and instructs the Employees to return to work immediately.

Section 4.

Consortium agrees that it will not lock out Employees during the term of this Agreement.

Section 5.

In the event of an alleged violation of this Article, the aggrieved party, either the Union or Consortium, shall not be required to resort to the grievance or arbitration procedures of Article XVI of this Agreement. The aggrieved party, in addition to and without in any way limiting any other remedies it has available to it under law or this Agreement, may institute special arbitration proceedings regarding such violation by telegraphic notice thereof to the other party and to the Americans Arbitration Association which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after his or her appointment, upon telegraphic notice to Consortium and the Union. The fee equally by Consortium and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness were present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to promptly terminate such violation. No opinion shall be required of the arbitrator. The arbitrator's written award and order shall be final and binding on Consortium and the Union, and may be immediately confirmed and specifically enforced by any court of competent jurisdiction upon the notice, application or petition of the aggrieved party.

ARTICLE VIII: PROBATIONARY PERIOD

Section 1.

Newly hired, full-time Employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment (start date), excluding time lost due to illness or other leaves of absences. Part-time Employees shall be considered probationary for a period of ninety (90) work days from date of Employment.

Section 2.

During the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The supervisor will discuss the Employee's performance with him or her prior to such discharge. If such discussion was not held, the supervisor will consider extending the probationary period.

Section 3.

The Union shall not unreasonably deny any request for extending the probationary period.

ARTICLE IX: HOURS OF WORK

Section 1.

The regular work week for all full-time Employees shall consist of thirty-seven and one half (37-1/2) hours per week, starting at 12:01 A.M. Saturday and ending 12:00 Midnight the following Friday.

- (a) The regular work day shall consist of eight consecutive hours, including a non-working, non-paid, one-half (1/2) hour lunch.
- (b) In the CRR programs, the regular work day shall consist of eight and one-half (8-1/2) consecutive hours, including a non-working, non-paid, one-half (1/2) hour lunch.
- (c) Except for emergency services programs, residential and social rehabilitation and drug abuse programs, and except for unusual emergency occurrences or special circumstances in other programs, no Employee who is not now working weekends will be required to work weekends during the life of this Agreement, unless required by program needs, which needs will be demonstrated to the Union.
- (d) Any newly hired Employee may be required to work weekends, or any portion thereof, so long as the Employee is so notified of this fact at the time of hire.
- (e) The current work schedule shall be continued unless otherwise required by program needs. Consortium agrees, however, that should it change any work schedules, it will provide the Union and the Employees involved with thirty (30) days notice of such change. The parties recognize, however, that special circumstances might require less than thirty (30) days notice of such change; however, Consortium agrees that in no event will Consortium give less than one (1) week notice of such change.
- (f) All work schedules at residential living sites shall be posted thirty (30) days in advance.

Section 2.

There shall continue to be twenty-six (26) pay periods per year. The payday shall be every other Tuesday and shall include pay for all payable hours through the most recent pay period end date. When a payday falls on a holiday, Consortium will distribute the paycheck on the business day preceding the holiday.

Section 3.

Nothing in this Agreement shall be construed as a guarantee by Consortium of hours worked per day, per week or per year. Employees shall report ready for work at the job location and quit work at their job location, unless otherwise required by program needs, at the time designated by Consortium as the beginning and end of their regular work day, unless expressly assigned to overtime by Consortium or in the event of their shift relief (in the case of shift workers) fails to report for work at their job location. Employees working beyond the end of their regular scheduled work day shall be compensated in accordance with the overtime provisions of this Agreement.

Section 4.

All Employees are expected to arrive on time, sign in, in accordance with present Consortium policies, and be prepared to begin work immediately.

Section 5.

An Employee who anticipates or has reason to believe he will be arriving at work thirty (30) minutes or more after his scheduled time to report for work, or an Employee who expects to be absent from work for any reason, must report by telephone to his supervisor or unit director within one (1) hour prior to the beginning of his shift at a main number to be established by Consortium. Employees in Residential Programs who expect to be absent from work for any reason must notify the supervisor or unit director at least two (2) hours prior to the beginning of the shift. Employees shall leave a message including a number at which he can be reached. Provided, however, that if such Employee is physically unable to make such a telephone report, he will give such notification to his supervisor or unit director as soon as possible, by whatever means are available, and in addition, such Employees will personally notify, by telephone, his supervisor or unit director as soon as possible thereafter. In such reports, the Employee must state his or her expected arrival time and the reason for his tardiness or the reason for the proposed absence. Failure to telephone as set forth herein may result in loss of pay for the time lost and/or may result in discipline.

Section 6.

All Employees working seven and one-half (7-1/2) hours in a day shall be entitled to one (1) fifteen (15) minute break in the morning and afternoon on each work day. All Employees working a minimum of three and three-quarters (3-3/4) hours in a day shall be entitled to one (1) fifteen (15) minute break.

Section 7.

Employees who report for work at the start of their regularly scheduled day without being notified not to report shall, in the event no work is available, receive two (2) hours pay at their regular rate. The 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 Consortium. Consortium agrees that whatever policy is applied with regard to "report in pay" will be applied equally to all Consortium Employees.

ARTICLE X: OVERTIME

Section 1.

If overtime is authorized pursuant to this Article, overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for any work performed by nonexempt Employees in excess of their normal day or their normal work week.

Section 2.

The amount of overtime work, and the Employees required to work overtime shall be determined by the Executive Director or his designee. If such overtime is authorized for exempt Employees, such Employees shall be granted compensatory time off, which compensatory time shall be computed in fifteen (15) minute intervals. Management will assure that all compensatory time is permitted to be used by Employees within thirty (30) days after the same is earned, and in such events no cash payment(s) therefore will be made.

Section 3.

There shall be no duplicating or pyramiding of overtime or other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours or the same period.

Section 4.

Employees shall be paid for mandatory in-service meetings.

Section 5.

If overtime is authorized pursuant to this Article, Consortium shall attempt to equalize overtime among the Employees in the classification where the work is being performed.

ARTICLE XI: HOLIDAYS AND HOLIDAY PAY

Section 1.

Employees shall be paid seven and one-half (7-1/2) hours or eight (8) hours at the Employee's regular rate of pay, as appropriate for the following holidays, even though they do not work on those days:

New Year's Day
Martin Luther King's Birthday (legal holiday)
President's Day

Labor Day
Thanksgiving Day
Friday following Thanksgiving Day

Good Friday
Memorial Day
Independence Day

Christmas Day
Three Personal Days

Section 2.

If an Employee works on any of the above, he shall be compensated at one and one-half (1-1/2) times his regular rate of pay for all hours worked on such a holiday and be granted another day, of such Employees' choice, off with pay subject to Supervisory approval as to the date.

Section 3.

The parties recognize that Consortium is in a business requiring it to provide certain of its services every day of the year and that it is not possible for all Employees to be off duty on the same day. Therefore, Consortium has the right, in its sole discretion, based upon rotating classification seniority within a program, to require Employees to work on any of the said holidays. Consortium will assign holiday duty two (2) weeks in advance.

Section 4.

If a holiday falls on a regularly scheduled day off, the Employee shall receive, at the Employee's option, either an additional day off of his choice, with pay at his regular rate, or an extra day's pay at his regular rate in lieu thereof.

Section 5.

If a paid holiday falls during an Employee's vacation or bereavement leave, he will receive his holiday pay and it will not be charged against his vacation or bereavement leave, or, upon having received prior permission from Consortium, which will not be unreasonably withheld, he may extend by one (1) day his vacation or bereavement leave.

Section 6.

To be entitled to holiday pay as aforesaid, an Employee must have been on approved pay status on his last scheduled work day preceding, and full day on the first scheduled work day following the holiday in question. Saturdays and Sundays may be deemed to be scheduled work days for the purpose of determining entitlement to holiday pay.

Section 7.

In no case shall an Employee who is not on approved pay status for at least four (4) days within the thirty (30) calendar day period before or after the holiday receive holiday pay.

Section 8.

No Employee who fails to report for work on a holiday when he has been scheduled to report for work on such holiday shall receive pay or compensation of any kind for the unworked holiday.

Section 9.

Part-time Employees will only be eligible to receive holiday pay when the Employee works on the holiday, or when the holiday falls on a day in which the part-time Employee is regularly scheduled to work.

Section 10.

Part-time Employees who are eligible to receive holiday pay in accordance with Article XI, Section 9 above, will receive such holiday pay based upon the hours worked or regularly scheduled to work on such day.

Section 11.

One floating holiday shall be granted each fiscal year (July 1 - June 30) to all full-time employees which must be used during the fiscal year. The floating holiday will not carry over to subsequent fiscal years and no payment will be made for unused floating holidays. Floating holidays are not subject to holiday pay described herein.

ARTICLE XII: VACATION AND VACATION PAY

Section 1.

All Employees, upon satisfactory completion of probation period, shall be entitled to paid vacation in accordance with the following schedule. The modified vacation accrual schedule and allowance applies to all eligible Employees hired after July 1, 2012. Incumbents will retain their current vacation allowance, however bi-weekly accrual rates will be applied.

Years of Service	Maximum Vacation Allowance	Bi-Weekly Accrual
0-2 years	10 days	2.88 hours
3-7 years	15 days	4.33 hours
8-15 years	20 days	5.77 hours
16+ years	25 days	7.21 hours

Vacation time benefits apply only to employees hired to work twenty (20) hours per week or more and are received on a pro-rata basis following satisfactory completion of probation period.

Section 2.

The qualifying date for computing an Employee's entitlement to vacation with pay shall be the Employee's anniversary of the date his seniority commenced.

Section 3.

- (a) Vacation accrual is not subject to an established vacation year. Employees will be allowed to accrue vacation time up to their maximum allowance.
- (b) Vacation time accrues during the vacation year bi-weekly in accordance with the bi-weekly payroll schedule.
- (c) Based on the accrual rates in Section 1, full-time Employees may accrue vacation time up to their maximum vacation allowance during the vacation year.
- (d) Any Employee who does not take all of his earned vacation during the vacation year may carry over one-half (1/2) of his vacation allowance into the following vacation year.

Section 4.

Employees who request their vacation at least one (1) month prior to the beginning of the vacation period shall be granted the vacation, unless there is a scheduling conflict, in which case seniority shall prevail. An Employee who does not meet the above deadline shall be granted the vacation, provided scheduling and operations permit. The Employee shall be notified within five (5) days of the Consortium's decision. Any rejection of the vacation request shall be in writing with an explanation of the reasons therefore. Any grievance concerning rejection of a vacation shall be expedited. An Employee may change his vacation request in case of an emergency. Vacations may not be taken unless approved by Consortium and, if approved, vacations shall not be revoked except in cases of emergency.

Section 5.

Each Employee's vacation request shall be evaluated by Consortium in light of its operating requirements; provided, however, that the period preferable to the Employee shall be selected whenever possible.

Section 6.

To be entitled to vacation pay as aforesaid, an Employee must have been on approved pay status on his last scheduled work day proceeding, and his first scheduled work day following, his vacation. Saturdays and Sundays may be deemed to be scheduled work days for the purpose of determining entitlement to vacation pay.

Section 7.

An Employee may request, through his supervisor, to receive his vacation pay before commencing his vacation, provided such request is made at least two (2) weeks in advance and is for a minimum duration of one (1) week thirty-seven and one-half (37-1/2) hours, and provided further that a regular pay day is scheduled during the period in which the Employee will be on vacation.

Section 8.

The rate of vacation pay for the vacation period shall be the employee's regular rate of pay in effect for the Employee's regular job during the Employee's vacation period.

Section 9.

Vacation pay for part-time Employees hired to work 20 hours per week or more following satisfactory completion of their probation period, shall be paid on a pro-rata basis using the number of hours they were hired to work each week.

Section 10.

Employees who resign shall be paid all earned vacation time up to the date of resignation, if they have submitted sufficient advance notification of their resignation. For professional Employees, sufficient advance notification shall be at least thirty (30) days, and for nonprofessional Employees, sufficient advance notification shall be at least two (2) weeks.

Section 11.

Employees who are laid off or terminated shall be paid all earned vacation time up to the day of layoff or termination.

Section 12.

If in the event of a written or verbal and submitted resignation, an Employee desires to rescind such resignation, the rescission must be received at least two (2) weeks prior to the date of resignation, when it is a professional staff person. If the staff person is a nonprofessional, a one (1) week rescission notice shall be required.

a) The Director of Human Resources reserves the right to accept an employee's initial resignation, written or verbal regardless of any subsequent request by the employee to rescind the resignation.

ARTICLE XIII: BEREAVEMENT LEAVE, JURY LEAVE, MILITARY LEAVE

Section 1. Bereavement Leave

Regular full-time Employees who have satisfactorily completed their probation period are entitled, upon prior request, to a leave of absence with pay at their regular rate for up to five (5) consecutive work days (thirty seven and a half (37-1/2) hours in the case of death in the immediate family. One (1) day of the leave must include the day of the funeral and the leave will be granted only for days in which the Employees would otherwise have worked. Immediate family is limited to father, mother, spouse, domestic partner, sister, brother, child, grandparent, grandchild, father-in-law, mother-in-law and in loco parents.

Section 2.

In the event of the death of an aunt, uncle, cousin, sister-in-law, brother-in-law, niece or nephew, there shall be one (1) paid day of bereavement.

Section 3.

Regular full-time Employees who have satisfactorily completed their probation period are entitled, upon such request, to a leave of absence, without pay at the regular rate, for one (1) day to attend the funeral of any other relative not listed in section 1.

Section 4.

Proof of death of any relative shall be required by Consortium, i.e., obituary, service program or a notice signed by the funeral director.

Section 5. Jury Leave

All Employees who have completed their probation period and who have received a summons for and serve on jury duty shall be excused from work for the days on which he serves or is called and reports, and he shall be compensated by Consortium for each such day of jury service on which he otherwise would have worked, for the difference between his regular days' earnings and the payment he received for jury service, temporarily or otherwise, he shall immediately advise his supervisor and report to work as requested to do so by Consortium. The receipt of a subpoena or notice to report for jury service must be reported immediately to the Employee's Unit Director. Consortium may request, if it deems it advisable and with the consent of the Employee, that the employee be exempted from or excused from jury duty. The maximum length of payment for jury service shall be two (2) weeks in any calendar year unless an Employee sits on a jury which serves beyond a two (2) week term, in which event this section shall apply to the length of actual service. The provisions of this Article are not applicable to an Employee who volunteers for jury duty.

Section 6. Military Leave

Military service leave for the performance of duty with the U.S. Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law. Consortium will pay the difference between the Employee's regular straight-time days' earnings and the payment he received for his military leave.

ARTICLE XIV: UNPAID LEAVE

Section 1. Parental Leave

Parental leave associated with the birth or adoption of a child(ren) when requested, will be granted in accordance with the provisions of the Family and the Medical Leave Act (FMLA)

Section 2. Union Business

- (a) A leave of absence for a period not to exceed twelve (12) months of Consortium seniority, in order for an Employee to accept a full-time paid position with the Union; provided, however, that such leave will not interfere with the operations of Consortium. Such leave shall not be unreasonably denied.
- (b) Members of the Union elected or appointed to attend a function of the Union shall be granted time off without pay to attend such function; provided, however, that prior written approval is obtained from the Executive Director or his designee. Such approval shall not be unreasonably withheld.
- (c) Seniority shall accumulate while an Employee is on such leave.

Section 3. Other Leave

- (a) Continuous service with Consortium shall continue to accrue only during approved leaves of absences as provided under this agreement. However, Consortium paid benefits, if any, shall cease during this period.
- (b) An Employee shall be eligible for approved leaves of absence for a period not to exceed ninety (90) days upon completion of his first year of service, and shall be eligible for medical leave or emergency leave (not to exceed three (3) weeks) upon completion of his probationary period. All approved leaves of absence shall be without pay.
- (c) Leaves of absence requests shall be submitted in writing by the Employee to the Human Resources Department on the appropriate

agency form. The request shall state the reason the leave is being requested and the length of time off the Employee desires. Leave of absence requests shall be presented to Consortium at least two (2) weeks prior to the requested commencement of the same leave of absence. Authorization for such leave shall be furnished to the Employee in writing by the Executive Director or his designee. Requests for leave shall be answered by Consortium promptly. A request for an immediate emergency leave of absence shall be answered before the end of the shift in which the request is submitted. Consortium shall answer requests for a short leave of absence not exceeding one (1) month within five (5) days and Consortium will answer requests for leaves exceeding one (1) month within ten (10) days. Leaves of absence provided for in this Article are at the sole discretion of Consortium. Consortium will not discriminate in its discretion nor unreasonably deny any requested leave of absence. The Consortium will consider educational leave for an Employee after two (2) years of continuous employment subject to all the provisions relating to personal leave in this section.

- (d) When a medical leave of absence without pay is granted, the Employee shall be guaranteed his original job provided the Employee returns within twelve (12) weeks as provided for under the Family and Medical Leave Act (FMLA). For medical leaves that extend beyond twelve (12) weeks or for all other leaves of absence without pay described herein, the Employee may be returned to a comparable position upon return from such leave, provided such comparable position is available. In the event no such position exists, the Employee shall be subject to the layoff and recall provisions of this Agreement, and may exercise bumping rights, if any, as provided in this Agreement.
- (e) Extensions to leaves of absence may be granted by Consortium in its sole discretion upon an Employee's written request therefore; such extensions will not be unreasonably denied.
- (f) Consortium paid insurance benefits, if any, shall cease during any unpaid leave of absence. An Employee shall not be entitled to earn holiday pay nor accrue any other paid time off benefit while on unpaid leave of absence.

ARTICLE XV: ON-THE-JOB-INJURY OR SICKNESS

Section 1.

An Employee who is injured during the course of his shift, or who becomes ill after he completed half of his shift, with such injury or illness requiring medical treatment, will be compensated for the time lost while receiving such treatment up to a maximum for the Employee's shift as long as the injury or illness is reported to

Consortium. Should there be the necessity for an Employee to leave work because of illness; approval must be obtained from the Employee's Supervisor or Unit Director. Consortium agrees that such approval will not be unreasonably withheld. This provision shall not apply to illness or injury caused by the Employee's own negligence nor will it apply if an illness or injury is caused by the Employee's use of alcohol or narcotics. If an Employee is kept in the hospital or sent home pursuant of the orders of a physician, the Employee shall be paid for the balance of his shift at his regular rate of pay. In situations where the health of an Employee seems to be impaired, Consortium can require the employee to seek and obtain medical care as a condition of continued employment.

Section 2.

Consortium will provide the name of its Workers' Compensation Insurance Carrier upon the execution of this Agreement.

Section 3.

An Employee who is injured on-the-job shall be returned to his original position held at the time of injury upon returning to work, so long as the employee returns within a twelve (12) month period. In the event, however, that his original job no longer exists, such Employee shall be considered to be on layoff and may exercise bumping rights, if any, in accordance with the layoff provision of this Agreement.

Section 4.

The Employer will pay for the first seven (7) days of an "on-the-job-injury" for Employees hurt by a client (in treatment or during enrollment), while the Employee is in the act of restraining or protecting the client or other clients, the Employee or fellow Employees, or while acting to protect the Consortium's property.

The Employer will recoup payment for these seven (7) days when Workers' Compensation is assured retroactive to the date of the injury or in the event that the worker's Compensation Claim is denied.

ARTICLE XVI: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

A Grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination or any alleged breach thereof, and shall be processed and disposed in accordance with the procedures set forth herein.

Section 2.

Grievances within the meaning of this Article shall be administered in accordance with the procedure set forth herein:

- STEP 1. An Employee having a grievance, and/or his Union Delegate, or other Union Representative shall take it up with his immediate Supervisor or his designee within five (5) working days after it arose. Consortium shall give its answer to the employee and/or his Union Delegate or other Union representative within five (5) working days after the presentation of the grievance in Step 1.
- STEP 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his Union Delegate or other Union representative and presented to the next level of supervision. A grievance so presented in Step 2 shall be answered by Consortium in writing within five (5) working days after its presentation. Both Consortium and the Union reserve the right to have any additional representative present they deem appropriate.
- STEP 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this Step to the Director of Human Resources or his designee; and his designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step. Both Consortium and the Union reserve the right to have any additional representative present they deem appropriate.
- STEP 4. If the grievance is not settled in Step 3, then the grievance may, within five (5) working days after the answer in Step 3, be presented in this Step to the Executive Director or his designee; and his designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step. Both Consortium and the Union reserve the right to have any additional representative present they deem appropriate.

Section 3.

Failure on the part of consortium to answer a grievance at any Step shall be deemed a denial thereof and the Union may proceed to the next Step, if it so desires.

Section 4.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified. The Employee shall have the right to have a Delegate

or other representative of the Union present if he so desires. Consortium reserves the right to have any additional Consortium representatives present it deems appropriate. Consortium will answer a Step 3 grievance concerning a discharge or suspension within forty-eight (48) hours after the grievance was presented at Step 3.

Section 5.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays or holidays.

Section 6.

A grievance which affects a substantial number or class of Employees, and which the Consortium representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented as Step 3 by the Union Delegate or other Union representative.

Section 7.

No individual Employee shall have the right to invoke the arbitration procedures.

Section 8. Arbitration

A grievance, which has not been resolved, may within thirty (30) working days after completion of Step 4 of the grievance procedure, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association, then prevailing. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association; provided, however, that the parties agree that the arbitrator must schedule the hearing date within forty-five (45) days after selection of the arbitrator.

Section 9.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 10.

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

Section 11.

The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and Consortium. He shall have no authority to add to, alter, amend or modify any provision of this Agreement.

The arbitrator shall not hear or decide more than one grievance at a time without the mutual consent of Consortium and the Union.

ARTICLE XVII: UNION VISITATION AND BULLETIN BOARD

Section 1.

Upon prior notice to the Executive Director or his designee, representatives of the Union shall have reasonable access during working hours to Consortium premises, at times mutually agreed upon, for the purpose of conferring with Consortium or Union Delegates and administering this Agreement. Such visitations shall not interfere with client care or the orderly and efficient operation of Consortium, nor be unreasonably denied by Consortium.

Section 2.

Employees, serving as Union Delegates, and whose election as such has been communicated to Consortium in writing, may leave their jobs during working hours without pay for the purposes of conferring with representatives of the Union, handling grievances, or of reviewing matters arising out of this Agreement involving the Unit, program or Section they represent, provided that they first receive permission to perform this Union business from their immediate supervisor. Such permission shall not be unreasonably withheld, but it shall not be granted at times when it interferes with client care or the orderly and efficient operation of Consortium. Delegates shall suffer no loss of pay as a result of attendance at grievance hearings at Steps 1, 2, 3, and/or 4.

Section 3.

At all Consortium locations, Consortium agrees that it will provide a reasonable portion of the space on such bulletin boards for the purpose of the Union's dissemination of information concerning official Union business only.

Section 4.

The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance at regular Delegate Assembly Meetings, provided at least one (1) week's advance notice of the meeting date is given to the Executive Director or his designee.

ARTICLE XVIII: HIRING

Section 1.

It is the desire of the parties to provide for an orderly system of recruitment and placement of workers on the job. Therefore, it is agreed that the Consortium may utilize the Union's Employment Service ("Service") for the recruitment and referral of qualified persons for all full-time, part-time or temporary bargaining unit jobs.

Section 2.

In the event that the Consortium utilizes the Service, Consortium shall notify the Service of all such bargaining unit jobs and shall afford the Service for forty-eight (48) hours from the time of notification to refer an applicant for the vacancy, before hiring from any other source.

Section 3.

The service shall be administered by the Union. The costs of operating the Service shall be exclusively borne by the Union.

Section 4.

Notwithstanding the foregoing, Consortium retains the right to hire, or not hire, such applicants referred by the Service as it deems appropriate in its sole discretion; Consortium also retains the right to hire applicants from other sources.

Section 5.

Neither the Service, in referring, nor Consortium, in hiring, shall discriminate against an applicant because of membership or nonmembership in the Union. The Service in making its referral shall give preference to applicants from the West Philadelphia community when Union members are not available.

Section 6.

In the event that Consortium utilizes the Service, Consortium will advise the Service when a bargaining unit position is filled with a person who was not hired through the Service; provided, however, that Consortium utilized the Service for recruitment and/or referral for the job in question.

ARTICLE XIX: SICK LEAVE

Section 1.

"Sick Leave" is deemed as an absence of an Employee from work by reason of illness or accident which is non work related and not compensable under the Workers' Compensation Laws of Pennsylvania.

Section 2.

Consortium will continue its present sick leave policy as follows: The current sick leave policy provides all full-time Employees with ten (10) days of sick leave per year. Sick leave is credited to the Employee at the end of the satisfactory completion of the initial probationary period and accrues monthly thereafter on the last payday of each month at 6.25 hours per month. Sick leave may be accumulated to a maximum of fifty (50) days.

Section 3.

To be eligible for benefits under this Article, an Employee who is absent must notify his supervisor, or, in his absence, the Unit Director or his designee at least one (1) hour after the start of his regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. Employees in Residential Programs who expect to be absent from work must notify their supervisors at least two (2) hours prior to the beginning of their shifts. Consortium may require written certification of a physician or other proof of illness or injury hereunder, in case of absence exceeding three (3) days. Employees who have been on sick leave also may be required to be examined by Consortium's Medical Doctor, or his designee, before being permitted to return to duty.

Section 4.

Unused accrued sick leave will not be paid for upon an Employee's voluntary or involuntary termination of employment, except upon retirement at age sixty-five (65) or older with at least twenty (20) years of service.

Section 5.

If an Employee is injured or becomes ill during the course of any work day and reports the injury or illness to Consortium, Consortium agrees to pay the Employee for time lost from work while receiving treatment in a clinic or in a hospital, if required. If, on the orders of a physician, an Employee is kept in the hospital or sent home, said Employee shall be paid for the balance of the work day at his regular rate of pay.

Section 6.

An Employee who is absent due to illness, injury or disability, shall return to his original job; provided that the illness, disability or injury does not exceed twelve (12) weeks in accordance with the Family and Medical Leave Act.

Section 7.

If an Employee remains absent due to said illness, injury or disability for a length of time exceeding the above, the Employee shall be deemed to be on layoff status for the sole purpose of recall pursuant to the provision of this Agreement.

Section 8. Disability

The initial waiting period eligibility will be one (1) year for Employees hired after July 1 1992. Employees with one year of service who are regularly scheduled to work 30 or more hours per week are eligible for disability benefits.

Section 9.

During the term of this Contract, Employees may use up to two (2) days of their sick leave allowance per year for illnesses to members of the immediate family. The immediate family members covered in this Article shall be the same as those covered in ARTICLE XIII: BEREAVEMENT.

ARTICLE XX: SENIORITY

Section 1.

Consortium bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any bargaining unit capacity by Consortium in Catchment Area Three.

Section 2.

Classification seniority is defined as the length of time an Employee has been continuously employed in a specific bargaining unit job classification.

Section 3.

Program is defined as a group of services and/or resources directed to the accomplishment of a defined set of objectives which may include a specified target population. The program and their related components are attached hereto as Exhibit "E."

Section 4

Consortium 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.

Section 5. Accrual

- (a) An Employee's seniority shall commence after the completion of his initial probation period and shall be retroactive to his most recent date of hire in any bargaining unit position. Temporary Employees shall not accrue seniority during the time he occupies the position of temporary Employee. However, should such temporary Employee become a regular employee, this seniority shall be retroactive to his most recent date of hire in such bargaining unit position and counted toward the probationary period.
- (b) Consortium bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence provided that the Employee returns to work immediately following the expiration of such leave of absence.
- (c) Seniority shall also accrue during a period of continuous layoffs not to exceed the lesser of one (1) year or the length of an Employee's continuous employment, if the employee is recalled into employment; and during a sick leave of up to the lesser of one (1) year or the employee's length of service; and during the length of disability due to an on-the-job injury.
- (d) Part-time Employees who are regularly scheduled to work ten (10) or more hours per week shall accrue seniority as set for the in (a) and (b) above on a pro-rata-basis. 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.

Section 6

An Employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) Discharge for cause, quitting, resignation or retirement;
- (b) Exceeding an authorized leave of absence, unless a justifiable excuse is given;
- (c) Absence for three (3) consecutive scheduled work days without notifying Consortium during the absence (unless physically impossible to do so due to an illness or accident preventing the Employee from so notifying Consortium), as evidenced by written certification of a physician or other proof if requested by Consortium, or other satisfactory reason for such absence;
- (d) Failure to report for work following recall from layoff, or an arbitrator reinstating an Employee who was discharged within a period of ten (10) working days after and Employee received notification by certified mail to return to Consortium. Such notification shall also be sent to the Union. However, if the Employee notifies Consortium within said ten (10) days

period that he is not immediately available for work, he shall be retained on such list for a period of thirty (30) calendar days. Consortium may at its discretion grant an extension. Consortium agrees to notify the Union of any such extension an reason(s) and for same;

- (e) Layoff in excess of one (1) year since the Employee's last day worked for Consortium or for a period equal to the length of the employee's Consortium bargaining unit seniority, whichever is less; and
- (f) Absence from work for three (3) consecutive scheduled work days without just cause.

ARTICLE XXI: LAYOFF AND RECALL

Section 1

In the event of a layoff within a job classification in a specific program, all non bargaining unit Employees working less than ten (10) hours, then temporary Employees and initial probationary Employees shall be laid off first. Non initial probationary Employees shall be laid off next, based on classification seniority.

Section 2

In the event an Employee in a non-professional job classification as defined in Unit A of Case #4-RC 13571 is scheduled to be laid off, such Employee shall have bumping rights over the Employee with the lowest seniority occupying the same job classification within the Consortium in any program. Such Employees exercising his bumping right shall receive either his current rate or rate of pay for the employee bumped provided, however, that such pay rate shall not exceed the maximum rate for the job classification.

Section 3

In the event an Employee is scheduled to be laid off, he may either bid for a posted vacant position or he may notify, in writing, within five (5) days of the notification of a layoff that the employee wishes to exercise his right to bump on the basis of Consortium bargaining unit seniority the Employee with the lowest seniority occupying such position in any program.

Section 4

In the event an Employee is a professional classification as defined in Unit B of Case #4-BC-13571 is scheduled to be laid off, he may either bid for a posted vacant position or notify, in writing, within five (5) days of the notification of a layoff that the Employee wishes to exercise his right to bump on the basis of Consortium bargaining unit seniority the Employee with the lowest seniority occupying such

position in any program, provided the Employee to be laid off meets the requirements/qualifications for the position for which he exercises his bumping right.

Section 5

Any Employee who secures another position through the exercise of his bumping option shall have thirty (30) day probationary period in the new position, unless the Employee has previously performed the same job in the same program.

Section 6

Any Employee bumped as a result of the above, shall himself/herself have the opportunity to exercise the above options in the order and manner stated.

Section 7

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

Section 8

In the event an Employee is laid off, he shall receive full payment for earned but unused vacation as quickly as possible, but not later than fifteen (15) days after layoff.

Section 9

Whenever a vacancy occurs in a job classification, Employees in that classification shall be recalled in inverse order of layoff.

Section 10

All Employees shall be given thirty (30) days notice of layoff.

Section 11

In the event of layoff an Employee will be paid severance pay as follows:

Nonprofessional Employees – 3 weeks pay

Professional Employees – 4 weeks pay, provided the client's charts are completed in accordance with medical records protocol and funding regulations by the last work day.

ARTICLE XXII: PROMOTION/TRANSFER

Section 1

New positions, promotions and vacancies will be posted on bulletin boards at each site for at least ten (10) days within the Consortium before any non-Consortium applicant is interviewed or the Consortium seeks outside candidates. The Consortium application process will continue to be used and the Consortium will continue to seek the most qualified applicant. Any bargaining unit Employee who applies for promotion and is turned down will have the right to an interview or written notice of why he was not chosen.

Section 2

Where a promotional opportunity or other vacancy occurs and two (2) or more Employees are under consideration for the job, Consortium shall give reasonable consideration to their seniority, qualifications and performance. If in the reasonable judgment of the Consortium there are no qualified Employee applications, Consortium may fill the job from outside the bargaining unit, and will consider the use of the Union's Employment Service.

Section 3

If an Employee is promoted or transferred, he shall have sixty (60) days probationary period. If Consortium, within the probationary period, deems an Employee's performance to be unsatisfactory, the employee's promotion will be canceled and he will be given the opportunity to return to his former job. This performance rating will not affect the Employee's annual performance rating. Employees who assume jobs (through promotion or otherwise) which have been vacated because of promotion will be advised of the possibility that the position may be temporary if the promoted Employee returns to his former job. Such Employee will be given the opportunity to return to his former job.

Section 4

A promoted Employee may not apply for other vacancies or jobs within Consortium for a period of six (6) months from the date of the promotion.

Section 5

All benefits shall continue during any probationary period required under this Article.

ARTICLE XXIII: HEALTH AND WELFARE

Section 1: Health and Welfare

All Employees regularly scheduled to work 30 or more hours per week are eligible for medical and dental benefits upon completion of the probationary period.

Incumbent Employees hired before July 1, 2012 regularly scheduled to work 20 or more hours per week are eligible for medical and dental benefits upon completion of the probationary period.

The Consortium may offer at least two (2) health benefit options for employees for the duration of the contract.

The Consortium will pay amounts equal to 50% of health insurance premium increases for the duration of the contract. The employee will be responsible for 50% of any premium increases.

The Consortium will pay 50% of the monthly dental premium for eligible employees for the duration of the contract. Employees will pay 50% of the monthly dental premiums for the duration of the contract.

ARTICLE XXIV: PENSION

Section 1.

The Employer may match 50% of employee contributions to the 403(b) Tax Sheltered Annuity Plan ("the Plan") up to 2.5% percent of annual salary in the Plan upon the date of hire; however, employees will be eligible for discretionary contributions upon completion of one (1) year of service. Employer matching contributions to the Plan are subject to the Plan's vesting rules. The employer will notify the union immediately upon any discretionary changes that will affect the employer contributions to the 403(b).

ARTICLE XXV: WAGES

Section 1.

The sole purpose of this Article is to provide a basis for the computation and payment of straight-time, overtime and other premium wages. Consortium's pay practice and procedures established under this Agreement shall govern the calculation and computation of all wages.

Minimum pay rates will be established for each Job Group identified in Exhibit E as noted therein. Pay rates noted are minimums for the Job Group and are not job rates. Current and new employees will be paid at a pay rate not less than the minimum established for the Job Group.

Section 2.

“Regular rate” of pay is defined as the straight-time pay for an Employee within the pay rate assigned to the Employee’s regular job classification.

Section 3.

On each January 1st, for the duration of this contract, wages for employees with at least three (3) months of service at that time will be increased by 2%.

Section 4.

Effective January 1, 2016, increase the minimum pay rates for each job group (Job Group 1) by 1.5%.

Section 5.

All pay adjustments shall be made timely within the following pay period.

Section 6.

The Consortium agrees that should there be a shift work assigned to Employees, it will provide a shift differential of ten percent (10%) per hour of an Employee’s regular straight-time rate of pay. Shift differentials shall be included for the calculation of any benefits.

Section 7.

When an Employee works in a higher rated classification for at least five (5) consecutive days, he shall be paid the higher rate.

Section 8.

- a) The Consortium will establish or modify pay rates appropriate to each job group (See Exhibit E) consistent with rates paid to similarly situated employees in the job classification, experience, training, client population, and prevailing market rates.
- b) The Consortium may, in its discretion, modify the pay rate of an Employee or provide additional “bonus” compensation in recognition of exceptional achievement, effort or performance.

ARTICLE XXVI: PART-TIME

Section 1

Employees shall be considered part-time if, over a sixty (60) days period, they average ten (10) or more hours of work per week. All part-time Employees shall be eligible for wages and benefits provided in the Agreement on a pro-rata basis, based upon their average work week as compared to a regular full-time work week. Employees working ten (10) hours shall be eligible for leave benefits only.

ARTICLE XXVII: CREATION OF NEW JOBS

Section 1

It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rate plans because of the creation of new jobs, changes in equipment, changes in the content of jobs, or improvement brought about by the Consortium in the interest of improved methods and services. Under such circumstances:

- (a) The Consortium will develop an appropriate wage rate consistent with other jobs in the proposed Job Group.
- (b) The proposed Job Group assignment for any newly created job will be explained to the Union with the objective of obtaining its agreement to the installation of the new job to the proposed Job Group to be agreed upon by all parties. The Consortium may thereupon install such a job to the agreed upon Job Group.
- (c) When a new job is installed to a Job Group, the Employee(s) affected may at any time within ninety (90) days (except where the parties otherwise mutually agree) file a grievance, alleging that such a Job Group does not bear a fair relationship to other jobs covered by the contract. Such a grievance shall be adjusted under the Grievance and Arbitration Procedure of the Agreement.

ARTICLE XXVIII: TRAINING AND UPGRADING FUND

Section 1

- (a) The Employer shall contribute to the Philadelphia Hospital and Health Care – District 1199C Training and Upgrading Fund (hereinafter) called the “Fund”) a sum equal to one and one-half percent (1-½%) of

the gross payroll of all Employees in the bargaining unit covered by this Agreement, including part-time employees but excluding Employees who have not completed their probationary period. Such monthly payments shall be based on the previous month's gross payroll.

- (b) Contributions so received by the Fund shall be used to study industry manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders; and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the employers contributing to said Fund, and that any dispute whatsoever or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding. The Trustees of the Fund, in addition to the monies received from institutions, shall attempt to secure such additional funds as may be available from public cooperation in such programs.
- (c) An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.
- (d) Together with the periodic payments herein provided, the Employer shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund that may be required in order to determine the eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

ARTICLE XXIX: MISCELLANEOUS

Section 1

Consortium shall not require Employees to wear uniforms, except Maintenance, Custodial, Drivers and Courier staff shall be required to wear uniforms provided by Consortium. Four (4) uniforms shall be provided by Consortium two (2) times per year, or when there is a need to replace them. Employees will decide on uniform style by a majority vote of styles suggested by Employees.

Section 2

Consortium shall continue its present practice with regard to allowing Employees time off, with pay, to attend such functions as professional conferences and seminars.

Section 3.

Consortium shall continue its present practice with regard to providing reimbursements for travel, meals and expenses incurred by Employees on behalf of Consortium, as follows:

- (a) Meal Allowance. Reimbursement will be made for meal allowance of Employees in overnight travel status in accordance with the following schedule:

Breakfast.....	\$15.00
Luncheon.....	\$15.00
Dinner.....	<u>\$25.00</u>
TOTAL	\$55.00

- (b) Meeting of the Board of Directors. Employees who are required to attend evening meeting of the Board of Directors or Committee of the Board are eligible to receive up to sixteen dollars (\$16.00) as a dinner allowance.
- (c) Transportation Expense. Reimbursement for automobile expenses when a car is required for official business and when public transportation is not available. Mileage to be reimbursed at the IRS business reimbursement rate as of each January 1st for the duration of the contract. Parking charges, toll roads, bridges and ferry charges in reasonable amounts are reimbursable to Employees authorized to use their personal cars.
- (d) Reimbursement Schedule. All requests for reimbursements of expenses shall be submitted by the fifth (5th) of each month for the previous month. The Fiscal Office shall make an effort to reimburse the Employees on the fifteenth (15th) of the month. If reimbursement

checks are not going to be distributed on time, a memo will be sent to all staff from the fiscal department that will indicate a time frame of the distribution. Employees are required to submit approved expense vouchers with receipts for local transportation, out of town travel, parking, etc. Expenses cannot go back more than ten (10) days after the end of the Fiscal year June 30th.

- (e) Consortium shall provide meals for Employees who are required to work during lunch.

Section 4.

Bargaining unit work shall only be performed by bargaining unit Employees, except however, in cases of emergency.

Section 5.

Should any centers be closed by Consortium due to snow, or other unforeseen emergencies, Consortium agrees that whatever policy it applies with regard to compensation, if any, for Employees due to the snow or other unforeseen emergencies, will be applied equally to all Consortium Employees.

Section 6

All minor infractions on an Employees' records shall be cleared after twelve (12) months, provided that the twelve (12) month period shall be free of infractions.

Section 7

Consortium agrees to continue its present policy of making provisions for the safety and health of its Employees in accordance with applicable law.

Section 8

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any law or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 9

Staff lounges and bathrooms shall be provided for the use of all Employees.

Section 10

Union delegates will be allowed up to one full day off with pay per contract year to participate in union related training.

ARTICLE XXX: LEGAL FUND

- Section 1. The Employer shall contribute annually to the Trustees of the District 1199C, National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund") a lump sum of \$15,000 in May each year on behalf of the employees covered by this Agreement who have satisfactorily completed their probationary period.
- Section 2. Contributions so received by the Trustees shall be used to provide employees with legal services and related benefits, as the Trustees of said Fund may from time to time determine.
- Section 3. The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the hospitals, which contribute to the Fund. The Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided in the said Trust Agreement.
- Section 4. The Employer agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

ARTICLE XXXI: TERMINATION

All other provisions of the existing Agreement shall remain in effect for the term of this agreement.

IN WITNESS WHEREOF, the parties hereto, have caused their names to be subscribed hereto by their duly authorized officers and respective on the date first above written.

This AGREEMENT shall become effective July 1, 2018 and shall continue in full force and effect until June 30, 2021.

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

By: 

Henry Nicholas
President

WEST PHILADELPHIA COMMUNITY
MENTAL HEALTH CONSORTIUM
INC.

By: 

John F. White, Jr.
Chief Executive Officer

EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECKOFF

Date : _____

TO: _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

This contribution shall be deducted from my pay and remitted to the charity no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the Employer at the following address:

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at *District 1199C, 1319 Locust Street Philadelphia, PA 19107* fifteen (15) days prior to any termination date of the revocation of this authorization.

Social Security No. _____

Clock No. _____

Signature _____

Department _____

Address _____

EXHIBIT C: CREDIT UNION CHECKOFF

PLEASE PRINT

Name _____ Soc. Sec-No. _____

Address _____ Phone _____

City/state _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Deduction _____ Per Pay Period _____

Signed _____

Credit Union Check-Off Authorization

Effective Date: _____

TO: _____
(Name of Employer)

You are hereby authorized and directed to deduct from gross wages the sum of \$ _____ each pay period, and to remit such deductions to the District 1199C Credit Unions no later than the 10th day of each month following the month in which the deductions are made. This authorization shall be revocable in writing, copies of which are sent to the Employer and to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of repayment of a loan from the District 1199C Credit Union doing business in Philadelphia, PA, and in such latter event, the same shall be in full force and effect until the loan from the District 1199C Credit Union has been paid in full.

Signature _____

Address _____

Print Name _____

Social Security Number _____

Job Title _____

EXHIBIT D: POLITICAL ACTION CHECKOFF

POLITICAL ACTION -PROTECTION FOR YOUR FUTURE

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ Per Year _____ Soc. Sec. No. _____

Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-off Authorization

Date _____

T0: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per year, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____

The Consortium, Inc.
Bargaining Unit Job Groups and Titles
Collective Bargaining Agreement Exhibit E

				Minimum Pay Rates	
Job Group	Title	07/01/15	01/01/16	01/01/17	01/01/18
Job Group 1		12.00	12.18		
	Clinical Assistant				
	Courier				
	Custodian				
	Data Clerk				
	Receptionist				
	Child Care Worker				
	Driver				
	Secretary				
	Unit Secretary				
	Teacher Assistant				
	Mental Health Assistant				
	Case Management Assistant				
	Mental Health Worker				
	Recovery Specialist				
	Registrar				
	Residential Counselor				
	Resource Coordinator-Adult				
	Resource Coordinator-Children				
Job Group 2		12.74	12.93		
	Activity Coordinator				
	Care Manager				
	Certified Peer Specialist				
	Community Access Specialist				
	Community Integration Specialist				
	Milieu Therapist				
	Primary Therapist				
	Recovery Facilitator				
	Unit Leader				
Job Group 3		14.07	14.28		
	Addictions Therapist				
	Addictions Therapist I				
	Case Manager FPP				
	Case Manager Adolescent				
	Treatment				
	D&A Counselor				
	Maintenance Finisher				
	Mobile Crisis Specialist				
	Social Worker-MA				
	Social Worker-Seniors				

Job Group 4	16.24	16.48
Addictions Social Worker Addictions Therapist II Adolescent Treatment Counselor Blended Case Manager Continuity of Care Specialist Counselor I FB Counselor-BA HCV Care Coordinator (D&A and MH) HCV Education Coordinator ICM-Adult ICM-Children Maintenance Mechanic IOP Therapist Physical Therapist Speech Therapist Supports Coordinator		
Job Group 5	17.86	18.13
Care Manager Benefits Manager		
Job Group 6	18.62	18.90
Counselor II FB Counselor-Deaf Team FB Counselor-MA Interpreter Licensed Practical Nurse Licensed Social Worker Mental Health Professional Teacher Teacher-Certified		
Job Group 7	22.74	23.08
Occupational Therapist Psychiatric Nurse Psychologist-MA Registered Nurse Speech Therapist		

Note: Pay Rates listed are minimums for the Job Group and are not job rates. Current and new employees will be paid at a pay rate not less than the minimum established for the Job Group.