

**MHM CORRECTIONAL SERVICES, INC. - District 1199C Agreement**  
**July 1, 2018 – June 30, 2021**

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**MHM CORRECTIONAL SERVICES, INC. – DISTRICT 1199C AGREEMENT  
JULY 1, 2018 TO JUNE 30, 2021**

**RECOGNITION**

**Section A**

MHM Correctional Services Inc. (hereinafter the “Employer”) hereby recognizes the National Union of Hospital and Health Care Employees, District 1199C (hereinafter the “Union”) as the sole and exclusive bargaining agent for all regular full-time, regular part-time and PRN’s who work 20 hours or more per week based on the most recent 3 month average, Licensed Practical Nurses, Medical Records Clerks, Drug & Alcohol Counselors, Clinical Coordinators, Administrative Assistants, Activity Therapists, Social Workers, Mental Health Professionals, Data Entry Clerks and Psychiatric Technicians employed by the Employer at any facility within the City of Philadelphia Department of Prisons. Excluded are all other job titles, specifically supervisors, managers, confidential employees and clerical personnel as provided in the National Labor Relations Act.

Should changes in applicable law or client contractual provisions require changes in the title or underlying qualifications of any job classification covered by this collective bargaining agreement, the parties agree to meet on a timely basis to bargain over the impact to any group or individual. It is understood that the company is limited in its options and that the parties may be required to resort to the layoff provisions of the contract.

**Section B**

It is agreed that this contract shall apply and continue in full-force and effect at any prison facility at which the Employer is contracted by the City of Philadelphia to provide behavioral health care services.

**Section C**

This Agreement shall be binding upon the parties hereto, but shall not be binding upon any successor, assignee, lessee or transferee of the Employer unless and until the successor, assignee, lessee, or transferee of the Employer expressly agrees to be bound by the terms of this Agreement.

**Section D**

Whenever the word “Employee” is used in this Agreement, it shall be defined as the employees in the bargaining unit covered by the Agreement, as defined in Section A hereof. Whenever the word, “Employer” is used in this Agreement, it shall be defined as MHM Correctional Services, Inc. only.

**Section E**

At the time a new Employee subject to the Agreement is hired, the Employer shall deliver to said

Employee a written notice that the Employer recognizes and is in contractual relations with the Union, and provide membership and contractual information provided by the Union.

**Section F**

To the extent permitted by law, where the Employer hereafter shall enter into an agreement with the City of Philadelphia for the provision of services, the Employer shall extend recognition to the union hereunder for the Employees employed by the Employer under such an agreement.

**INTENT**

It is the intent and purpose of the parties hereto to set forth herein the entire Agreement covering wages, hours and other terms and conditions of employment, to promote and improve labor relations between the Employer, its Employees and the Union and to provide a procedure for the prompt and peaceful settlement of grievances which may arise between the Employer and its Employees or the Union and to avoid interruption or interference with operations of the Employer or services to the Philadelphia Department of Prisons during the life of this Agreement. Employees will work for the interests of the Employer as those interests are compatible with the above. Where the parties have included specific expressions of their intent with respect to particular Articles of this Agreement, such expressions of intent shall be considered in the interpretation and application of those Articles.

**NO DISCRIMINATION**

Neither the Employer nor the Union shall harass or discriminate against or in favor of any Employee on the basis of race, color, religion, age, sex, national origin or ancestry, sexual orientation, physical or mental disability or handicap, political affiliation, marital status, or service or membership in the uniformed services of the United States, all in accordance with applicable laws.

**UNION SECURITY**

**Section A**

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 B**

All Employees on the active payroll as of the effective date of this agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement, or shall have a maintenance of membership.

**Section C**

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 D

For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and initial fee uniformly required as a condition of continued employment.

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.

The Union shall indemnify and save the Employer 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 the Employer for the purpose of complying with any of the 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 the Employer's reliance upon any list, notice, request or assignment furnished under any such provisions or by reason of any actions taken or not taken by the union.

### CHECK-OFF

#### Section A

Upon receipt of written authorization from an Employee in the form "attached as Exhibit A" the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting no earlier than the first pay period following the completion of the Employee's first ninety (90) calendar days of employment, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days written notice from the Union.

#### Section B

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 C

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

## Section D

1. 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.
2. Such Employees shall be required, as a condition of continued employment, to remit to either Lupus Foundation, Sickle Cell Anemia Foundation, or to 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 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 E

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.

1. 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.
2. The Employee 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.
3. 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.
4. Any disputes arising between the Union and the Employees concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

## Section F

Upon receipt of a written authorization from any Employee in the form annexed hereto as Exhibit "C", the Employer agrees to check-off once a month the sum specified in the said authorization and to remit the same to the Union's Political Action Fund provided that the minimum amount checked off by any participating Employee equals \$2.00 per pay period.

## Section G

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 unit, or layoff from work or (c) an agreed leave of absence or (d) 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. 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 H

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

## Section I

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.

## Section J

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

## Section K

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.

## **UNION ACTIVITY, ACCESS TO INSTITUTION, BULLETIN BOARDS**

### Section A

The Employer agrees that representatives of the Union, who may be Local, District or National Representatives, after first notifying the Program Manager (or his/her designee) and subject to the Warden's approval, shall have reasonable access to members in non-work 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. It is understood that such activity may not



interfere at any time with patient care and will not interfere with the work of other employees.

#### Section B

1. Delegates of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties of mutual concern to the Employees and the Union. The Delegate may perform such duties during working hours provided there is no interruption of patient care and/or no interference with the work of other employees.
2. The Union shall provide notification to the Employer of all regularly scheduled Delegate Assembly Meetings at the start of each year and shall notify the Employer of any changes in the schedule of Delegate Meetings and any additional delegate meetings which the Delegates are required to attend, as soon as the schedules are known. The employer shall make a good faith effort to schedule the Delegate off on agreed-upon times, with advance notice from the Delegates, to attend regular Delegate Meetings. All such activities by Union Delegates shall be on a non-paid basis.
3. When conducting union business, the Delegates will notify the Program Manager or in the absence of the Program Manager, the Assistant Program Manager for the facility and the Clinical Site Supervisor.

When a Delegate finds it necessary to enter a department of the Employer in the course of the performance of his/her duties as a Delegate, he/she shall first advise the Assistant Program Manager in advance. Such visit shall not interfere with the operations of the Employer.

4. The Union shall provide on-site orientation every three (3) months.

#### Section C

The Union shall identify one (1) union member to maintain the bulletin board per standards of neatness and timeliness. The Employer shall provide one bulletin board at each prison facility for the Union for the exclusive purpose of posting Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to Employees in the course of employment. The bulletin board shall be the sole means of posting all Union Notices.

#### **MEETING**

The Employer and the Union agree to establish a Labor-Management Committee to discuss matters of mutual concern, including without limitation, matters related to the interpretation or application of this Agreement, and safety-related issues. Labor-Management Committee meetings generally shall take place quarterly, or at the request of either party. Any Employee serving on the Labor-Management Committee who is scheduled to work during the agreed-upon meeting time shall be paid for those regularly-scheduled hours of work missed because of their attendance at a Labor-Management Committee meeting. There shall be a maximum of three (3) Employee members on the Labor-Management committee.

## **HIRING**

### **Section A**

The Employer retains the sole right to recruit applicants for vacant positions, interview, determine qualifications, check references and extend offers of employment subject to the terms of this Agreement. The Employer shall consider without discrimination because of Union membership, any prospective employee referred by the Union, provided such referral is made before the job has actually been filled.

### **Section B**

The Employer agrees to post a notice whenever a vacancy occurs for any bargaining unit position, whether related to a newly-created position or a vacancy in a current position. Such notices shall include the shift, hours, schedule and facility for the position, and shall be faxed to the Union's Employment Service at the time of posting, and shall remain posted on appropriate facility bulletin boards for a minimum of five (5) calendar days, which shall include a Friday of one week and the Monday of the following calendar week, to allow current Employees or applicants referred by the Union an opportunity to apply for the position before the Employer advertises or seeks applicants from sources other than current bargaining unit Employees or referrals from the Union's Employment Service. Qualified internal applicants shall be given priority consideration over other applicants for such positions subject to the terms of this Agreement.

## **PROBATIONARY EMPLOYEES**

### **Section A**

All newly-hired, regular full-time Employees covered by this Agreement shall be considered probationary employees for a period of ninety (90) days from the date of employment. Regular part-time Employees shall be considered probationary employees for a period of one hundred-twenty (120) days from the date of employment.

### **Section B**

At any time prior to the end of 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 Employer may extend an Employee's probationary period for up to thirty (30) days with the agreement of the Union. Any request to extend an Employee's probationary period shall be made in writing and shall state the reason for the request. The Union shall not unreasonably deny such requests.

### **Section C**

Upon satisfactory completion of the probationary period, any seniority will be computed from the date of hire or rehire.

## SENIORITY

### Section A – Definitions

1. With regard to Company, Bargaining Unit and Classification Seniority, the term continuously employed is defined as the length of time from the most recent date on which an Employee became a member of the bargaining unit, last date of hire and the last date of assignment to a job classification.
2. “Company Seniority” is defined as the length of time an Employee is continuously employed in any capacity by the Employer.
3. “Bargaining Unit Seniority” is defined as the length of time an Employee is continuously employed within the bargaining unit.
4. “Classification Seniority” is defined as the length of time an Employee is continuously employed in a specific job classification within the bargaining unit.

### Section B – Accrual

1. 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, transfer into the bargaining unit, or transfer into a classification, whichever is applicable.
2. All seniority shall continue to accrue during a continuous authorized leave of absence without pay up to one (1) year, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed one (1) year or the length of an Employee’s seniority, whichever is less, if the Employee is recalled into employment.

### Section C – Application

1. Company Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
2. Bargaining Unit Seniority shall apply in layoffs, recalls, promotions and transfers as provided in Sections E, F and G below.
3. Classification Seniority shall apply for scheduling of vacations as herein provided.

### Section D – Layoff

1. No layoff shall occur while any non-bargaining unit employee is performing the work of the bargaining unit and no non-bargaining unit worker shall perform the work of the bargaining unit while a layoff is in effect. In the event of a layoff, the Union and affected Employees will be given at least two weeks’ notice of the effective date of the layoff. During the two week period, the Employer agrees to meet with the Union to discuss the necessity and the effects of the layoff, and the application of the layoff procedure. This notice requirement shall not apply when

layoff(s) result from changes imposed by the city of which the Employer is given less than two weeks' notice.

2. In the event a layoff becomes necessary, temporary employees in the classification affected by the layoff shall be laid off first. Probationary employees in the classification affected by the layoff shall be laid off next.

3. Following the layoff of temporary and probationary employees, as defined in paragraph 2 above, non-probationary employees at the facility in the classification affected by the layoff shall be laid off in the reverse order of their bargaining unit seniority.

4. Subject to the provisions of Section G of this Article, a laid off Employee(s) shall be offered a vacant position(s) that exist within the classification or within classifications for which the laid off Employee meets the requirements of the job. This offering shall be made in order of seniority of laid off Employees. If a vacant position exists which is comparable (same classification, same shift, same number of weekly hours, and at the same location as the laid off Employee previously worked) a laid off Employee shall have no right to bump another Employee. For purposes of this Agreement, all facilities located at the Philadelphia Department of Prisons State Road campus will be considered the same location. A separate position exclusively at any site off campus will be considered to be at a different location.

5. When no comparable vacant position exists, laid off Employees shall have bumping rights as follows:

(a): First, if more senior, the laid off Employee may bump only the least senior Employee who occupies a comparable position.

(b): If the laid off Employee cannot exercise bumping rights under 5(a) above, and if less senior Employee(s) exist within the classification, the laid off Employee shall be given the option to bump in order to retain weekly hours, shift, location and/or classification.

(c): If there is no less senior employee within the classification, the laid off employee may bump, in order to retain weekly hours, the least senior employee with less seniority in a position of equal or lesser grade provided the employee has the skill, ability and qualifications to perform the duties of the position. Employee will assume the pay grade for the position bumped into.

(d): An Employee who is bumped, shall have bumping rights as described above.

(e): Before the layoff procedure is invoked, the parties will meet to agree upon the bumping rights of each affected Employee. Employees will then, with Union representation, be offered their options under this article. An Employee who has more than one option will be given one working day to make an election.

#### Section E - Recall

1. In the event a vacancy occurs within the bargaining unit, Employees who are on layoff in the job classification in which the vacancy occurs shall be recalled in order of bargaining unit seniority. Any Employee offered recall to a job that is not comparable to the one from which he

or she was laid off may decline the recall without waiving recall rights. If the vacancy(ies) cannot be filled with recalled employee(s) as described above, and there are other Employees on layoff who are qualified to fill the vacancy, such Employees shall be offered recall in seniority order. An Employee who declines recall to a comparable position shall be considered to have waived his/her recall rights.

2. Probationary Employees shall have no recall rights. Recalled Employees shall not be required to serve a new probationary period. Laid off Employees shall retain recall rights for a period of one year from their last day of work.

3. Part-time Employees on layoff shall have recall rights to a full-time position only if he/she is willing to work the required schedule of hours of the available position.

4. Nothing in this Section shall be construed to mean that recall rights supersede the provisions of Section F – Promotions and Transfers.

#### Section F - Promotions and Transfers

##### 1. Posting of Positions

Vacancies for bargaining unit positions shall be posted in accordance with the provisions of the Hiring Article of this Agreement.

##### 2. Transfers within Classification

When a vacancy occurs in a bargaining unit position, a current Employee already employed in the same classification shall be entitled to transfer to fill the vacant position. When two (2) or more Employees in a classification bid on the same vacancy and none of the applicants has a corrective action or disciplinary action issued in the previous 90 days, the Employee with the greatest bargaining unit seniority shall be awarded the position. Employees who transfer to a new position within the same classification shall not be required to serve a new probationary period. No Employee shall be permitted to transfer to another position if she/he has occupied his/her current position for less than six (6) months. The Employer will make a good faith effort to transfer a successful bidder on the day or evening shift to their new position on the day or evening shift within 60 days of notification to the Employee that she/he is the successful bidder, and within 90 days of notification to the Employee who is currently on the night shift to their new position on the day or evening shift, recognizing that scheduling and staffing issues often create delays. The employer will notify the successful bidder twice monthly of the status of the transfer.

##### 3. Promotions

(a) When a vacancy occurs in a bargaining unit position, and no bargaining unit Employee in the same classification as the vacant position seeks to transfer to that position, bargaining unit Employees in other classifications may apply for the position. Qualified internal applicants shall be given priority consideration over other applicants. The Employer retains the right to make a final determination on whether to extend an offer to any applicant for such a vacancy. However, when a qualified Employee from within the bargaining unit bids on a vacancy, the Employer

may only hire from outside the bargaining unit when there is a meaningful difference between the applicants. The Employer will make a good faith effort to transfer a successful bidder on the day or evening shift to their new position on the day or evening shift within 60 days of notification to the Employee that s/he is the successful bidder, and within 90 days of notification to the Employee who is currently on the night shift to their new position on the day or evening shift, recognizing that scheduling and staffing issues often create delays. The employer will notify the successful bidder twice monthly of the status of the transfer.

(b) When two (2) or more internal applicants apply for promotion to fill the same vacancy, and the Employer determines that each of those applicants is acceptable, the position shall be awarded to the Employee with the greatest bargaining unit seniority. The Employer may promote a qualified internal applicant with less seniority than another qualified internal applicant only when there is a meaningful difference between the applicants.

(c) Promotion decisions under this Section shall be subject to the Grievance and Arbitration Articles of this Agreement. In any arbitration, the Union shall bear the burden of demonstrating that there was not a meaningful difference between the applicant hired or promoted and the grievant, or that the Employer's decision was otherwise arbitrary or capricious.

(d) Current Employees promoted to a position in a different classification shall serve a probationary period of ninety (90) days in that new position. During that probationary period, all benefits shall continue in effect. Upon the successful completion of that probationary period, the Employee's classification seniority in the new classification shall be computed from the day his/her probationary period began. An Employee who does not successfully complete the probationary period for a new position for any reason may, at the conclusion of that probationary period or at any time during the probationary period, return to his/her former position, if it is still available, or any comparable vacant position within his/her former classification without loss of benefits or seniority. An Employee who is unable to return to his/her former position or another comparable position within his/her former classification shall be subject to the Layoff provisions of Section E (5) of this Agreement. The Employer's decision to remove an Employee from a new position prior to completion of the probationary period shall be subject to the Grievance and Arbitration Articles of this Agreement. In any arbitration, the Union shall bear the burden of demonstrating that the Employee was successfully completing the requirements of the position, or that the Employer's decision to remove the Employee was otherwise arbitrary or capricious.

#### Section G – Super-Seniority of Delegates

For purposes of lay-off and recall only, all delegates of the Union covered by this Agreement (up to a maximum of three (3)) shall head the Bargaining Unit Seniority list for the duration of their term of office. At the expiration of their term of office, or upon their removal or resignation, they shall return to their regular seniority standing.

#### Section H – Resignation

Bargaining unit Employees are expected to provide 2 calendar weeks' notice should they decide to resign their employment.

## PAID DAYS OFF

### Section A – Eligibility

Employees who work 30 or more hours per week will be eligible for the company's fulltime paid days benefit; Employees who work from 20 to 29 hours per week will be eligible for the company's part-time paid days off benefit. Paid days off can be used for scheduled time such as vacation, personal business, medical appointments etc.

### Section B – Accrual

Employee Status	PDO Days Earned Per Pay Period	Per Anniversary Year
20-29 hours	3.69 hours	12 days
30+ hours <5years	8.61	28 days
5-10 Years	9.54	31 days
10+ Years	11.08	36 days

Unused PDOs can be carried over from year to year. No Employee can carry a negative PDO balance. Unused PDO's will not be paid out at termination of employment.

Should the company make any improvements in PDO benefits for MHM employees in Philadelphia working under MHM's contract with PDP, it is agreed that the union members will be given this benefit.

### Section C- Paid Leave Requests

#### 1. Scheduled PDO

Employees wishing to take paid leave in excess of two (2) days during the summer months (May through September) must submit their requests to the designated scheduler by no later than April 1 of the calendar year. The company will respond by April 15.

Employees wishing to take paid leave in excess of two (2) days during the winter months (October through April) must submit their requests to the designated scheduler by no later than September 1 of the calendar year. The company will respond by September 15.

Should two (2) or more Employees within the same classification and unit request leave for the same time period and both requests are otherwise timely, the Employee with the greatest bargaining unit seniority will receive the leave.

During the prime vacation season (Memorial Day through Labor Day) scheduling process, no Employee will be granted more than two (2) weeks paid time off until all bargaining unit Employees as of April 1 of that year have had the opportunity to schedule at least two weeks of their choice. After all bargaining unit Employees have had the opportunity to select 2 weeks; the balance of available time will be awarded in accordance with the above policy.

Scheduled PDO requests made during other times of the year will be responded to in fifteen days.

The Company will redraft its PDO opportunities policy to add one employee per shift, per day, per classification effective 7/1/17.

Requests for planned Paid Days Off of two days or less shall be made a minimum of two weeks before the schedule for that month is posted.

Requests for one planned PDO day may be made within a minimum of one week before the scheduled day.

The company will allow Employees to utilize up to 3 days of PDO during their resignation period with proper notice and approval.

The Company reserves the right to deny requests for paid days off due to the needs of the business.

## 2. **Unscheduled PDO**

Unscheduled PDO may be used for personal illness, family illness, and family emergencies. The Employee's supervisor should be notified as soon as possible for the use of an unscheduled PDO day but in no event will notice be provided less than two (2) hours prior to the Employee's scheduled starting time.

## **HOLIDAYS**

### **Section A**

Regular full-time Employees shall be entitled to seven (7) paid holidays per year on the following days:

- New Year's Day**
- Martin Luther King, Jr. Birthday**
- Memorial Day**
- Independence Day**
- Labor Day**
- Thanksgiving Day**
- Christmas Day**

Regular Part time employees working at least twenty (20) hours per week will be paid 4 hours per holiday for the same days.

There shall be no pyramiding of premiums or overtime.

Should the company make any improvements in holiday benefits for MHM employees in Philadelphia working under MHM's contract with PDP, it is agreed that the union members will be given this benefit.



## Section B

Employees scheduled to work on a holiday shall be paid at a rate of time and one-half for hours worked on the holiday; and will be permitted to schedule another paid day off within 30 calendar days of the holiday, which may be extended to 60 days with the approval of the program manager. Employees who take PDO leave in a week containing a holiday will either be permitted to extend their PDO 1 day or may celebrate it within 30 calendar days of the designated holiday, which may be extended to 60 days with the approval of the program manager.

## Section C

Overtime will only be paid on the designated holiday not the celebrated holiday. All holidays will be paid at time and one half.

Employees requesting unpaid time off will not be unreasonably denied.

## Section D

Holidays off will be rotated as equally as possible to afford each employee a fair share of holidays off.

The parties will meet no later than August 1, 2018 to discuss a procedure regarding the scheduling of holidays.

### **BEREAVEMENT LEAVE**

Regular full-time and regular part-time Employees scheduled to work twenty (20) or more hours per week who suffer the loss of a spouse, child, parent, sibling, grandparent, step-parent, stepchild, or current in-law will be permitted to take up to three (3) work days off with pay to attend the funeral. Employees who must travel over 1500 miles to attend the funeral will be granted 1 additional day bereavement upon approval by Program Manager.

Employees may be granted extended bereavement leave. Employees will be expected to take PDO for such time.

Proof of attendance at the funeral may be required. Should the company make any improvements in bereavement benefits MHM employees in Philadelphia working under MHM's contract with PDP it is agreed that the union members will be given this benefit.

### **MILITARY LEAVE**

Employees who are called to military service or who are in the National Guard or Reserves will be granted Military Leave pursuant to applicable law. All rights and benefits will accrue during their period of service as provided in the law and company policy.

## **CALL IN PAY**

Employees who report to work at the start of their scheduled shift without being notified not to report should, in the event no work is available, receive four hours pay at their regular rate of pay.

## **JURY DUTY PAY**

Fulltime and Part-time Employees (20-29 hours) who are called to Jury duty will be compensated for the days spent for service as a juror. Jury Duty Pay will only be paid if the jury duty is served on days that the Employee would otherwise have been scheduled to work.

Employees who are called for Jury Duty and whose shifts are beyond the hours encompassed by jury duty [typically Employees on either the evening (second) shift or night (third) shift] will be permitted to take their scheduled shift corresponding to the work day or days on which they actually serve jury duty off with pay.

The maximum amount of jury duty pay will be ten days on any calendar year.

Should the company make any improvements in Jury Duty Pay benefits for MHM employees in Philadelphia working under MHM's contract with PDP, it is agreed that the union members will be given this benefit.

## **FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY**

MHM follows all federal laws and regulations with regards to the Family and Medical Leave Act. If the state of Pennsylvania or city of Philadelphia enact any state laws or regulations that may be richer than the federal guidelines, MHM will follow the most generous.

## **MILITARY FMLA**

Appropriate military leaves of absence will be granted by the Company under state and federal law. To be eligible for military leave, you must submit documentation confirming your need for leave to your Regional Office as soon as possible after you receive them. Upon your return, you will be entitled to reinstatement and benefits in accordance with federal and state laws. During the leave period, benefits will cease to accrue except as provided for by applicable federal and state laws.

During approved Military FMLA leave any accrued PDO must be exhausted before incurring leave without pay.

## **SERVICE MEMBER FAMILY AND MEDICAL LEAVE**

The Federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Service Member FMLA"). This policy supplements our FMLA policy and provides general notice on employee's rights to such leave. Except as mentioned below, an employee's rights and obligations to Service member FMLA Leave are governed by our existing FMLA policy.

During approved Service Member Family and Medical Leave any accrued PDO must be exhausted before incurring leave without pay.

### **Employee Entitlement to Service Member FMLA**

#### **Leave Entitlement**

Service Member FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

#### **Duration of Service Member FMLA**

- When Leave Is Due To a "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period.
- When Leave Is To Care for an Injured or Ill Service Member. An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
- Service Member FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

#### **Leave under Pennsylvania State Military Leave Laws**

Should the State of Pennsylvania enact a more generous military FMLA benefit MHM will extend it to all members of the bargaining unit.

## **LEAVES OF ABSENCE – MEDICAL AND PERSONAL**

### **MEDICAL LEAVE OF ABSENCE**

Eligibility: Full-time and part-time (working 20-29 hours) regular employees of MHM or subsidiary/affiliate employees who have completed 90 days of service and who are not covered by the Federal Family Medical Leave Act or by a State law granting leave rights to employees

similar to those provided by the Federal Family and Medical Leave Act (FMLA) will be granted Medical Leave of Absence (MLA), which is not job protected, as follows:

Normally, a MLA will be granted for a maximum of eight weeks in a 12-month rolling period unless the employee has been approved for more than eight weeks as part of the short-term disability approval process.

Employees whose FMLA entitlement is exhausted will be approved for an additional up to 8 weeks non-FMLA qualified medical leave upon provision of proper documentation and approval of the Program Manager.

Should the company make any improvements in Medical Leave of Absence benefits for MHM employees in Philadelphia working under MHM's contract with PDP, it is agreed that the union members will be given this benefit.

### **LEAVES OF ABSENCE – PERSONAL**

Full-time and part-time employees of MHM who have completed 90 days of service and who are not otherwise eligible for FMLA may request a Leave of Absence (LOA).

A LOA can be requested for personal and medical reasons and approval is at the sole discretion of the Company. LOAs are not job protected and are generally unpaid unless the employee has accrued PDO.

1. PDO will not accrue while out on an approved LOA. An employee must use available PDO during a leave of absence. If no PDO is available, or when PDO is exhausted, then the remainder of the Leave of Absence will be unpaid. PDO will begin to accrue after the employee returns and works a full pay period.
2. If the employee is on a personal LOA (non-FMLA) for more than 30 days, benefits will terminate the last day of the month following 30 days. The employee and their dependents will be eligible to enroll in COBRA benefits and may re-enroll into benefits once returned to full-time, active status. The employee is responsible for the employee-share of benefit premiums while on LOA status.
3. If an employee fails to return to work at the end of a leave of absence, they will be deemed to have resigned and their employment will be terminated.
4. Leave of Absence (LOA) requires the prior request and approval of the program Manager. Leave that starts prior to such approval will be considered unauthorized.

In line with company policy seniority, employees may apply for up to 30 days of personal leave up to 3 times in a rolling year (a total of up to 90 days). This request will not be unreasonably refused and will be awarded in line with seniority.

Should the company make any improvements in Leaves of Absence – Personal benefits for MHM employees in Philadelphia working under MHM's contract with PDP, it is agreed that the union members will be given this benefit.

## **GENERAL LEAVE OF ABSENCE PROVISION**

Any employee who is on any type of leave of absence and is found to have accepted employment with another organization will be considered to have resigned and be terminated from the payroll.

## **HEALTH AND WELFARE**

All insurance, retirement savings and welfare benefits agreed under this contract are included in the appendix attached.

The employees will receive any enhancements or improved changes that are offered to any other employees covered by the same plans.

## **TRAINING AND CAREER DEVELOPMENT**

Members of the bargaining unit will be eligible to access training funds in accordance with MHM policy. Licensed members will be reimbursed up to \$1,100 per year plus receive three paid days off for training. Non-licensed members per year will be reimbursed up to \$500 per year plus receive 2 paid days off for training.

Licensed members will also be eligible to be reimbursed for bi annual registration fees required by the commonwealth. Reimbursement will be provided upon completion of the appropriate form with proof of payment and a copy of the new license.

Full time licensed members will be eligible for reimbursement of 50% of the annual fee (up to a \$100 maximum) for one membership in a professional organization. Reimbursement will be provided upon completion of the appropriate form and proof of membership and payment of dues.

Should the company make any improvements in tuition and career development benefits for MHM employees in Philadelphia working under MHM's contract with PDP it is agreed that the union members will be given this benefit.

## **OVERTIME**

### **Section A**

All Employees shall be paid at the rate of one and one half times their regular rate of pay for all hours worked in excess of forty (40) hours in a defined work week.

### **Section B**

The Employer retains the right to require Employees to work overtime, which will not be done in an arbitrary or capricious manner. The Employer will only mandate bargaining unit employees as a last resort when no volunteers or PRN staff is available.

Overtime resulting from the inability of an Employee to complete assigned work during regular working hours must be approved by the Employer, which shall not be unreasonably denied.

#### Monthly Overtime/Extra time (Scheduled)

Regular full time and regular part time employees will be scheduled to limit of their base schedules.

Should additional time be required, the following will be the procedure for scheduling:

- Part time employees will be offered additional hours up to 40.
- PRN employees will be offered less than 20 hours work in a week.
- Should there be insufficient employees within the classification to fill schedules in that manner, then full time employees who have signed the Overtime Sign-up sheet will be offered the overtime. The additional time will be offered on a rotating basis – meaning that the most senior employee on the list by classification seniority will be offered the overtime first in the first instance, then the second, etc. Should there be another instance, the second most senior will be offered the additional time first down to the end of the list and so on.
- Should there still be an insufficiency of volunteers by the proceeding steps, PRN employees will be offered the remaining hours.

#### Daily (Unplanned) Overtime

If a need is determined for daily overtime, employees who are currently working in the job at the site in question will be offered the extra time by seniority. The Company will then solicit all employees currently at work at the prison campus within the classification to work the extra time. If they are unwilling, the Company will utilize the Overtime Sign-up sheet to call employees to offer the overtime/extra time. The additional time will be offered on a rotating basis – meaning that the most senior employee on the list will be offered the time first in the first instance, then the second etc. Should there be another instance, the second most senior will be offered the additional time first down to the end of the list. And so on. In the absence of volunteers from the sheet, the company may offer the overtime/extra time to PRN staff. In the absence of volunteers from these sources, the company may require the employees currently at work within the classification in the particular facilities to work the extra time. If staff is required to work extra time, the staff with the least seniority will be identified to work. If a second worker is needed to work extra time, the staff with the second to the last seniority will be identified to work etc.

Employees may add their name to the Overtime Signup Sheet at any time. They may remove their name at any time. However they must complete any shifts they signed up for while on the sheet, unless they find a replacement for the hours they signed up for.

#### Section C

There shall be no pyramiding of overtime.

## **HOURS OF WORK**

### Section A

The normal workday shall consist of eight and one-half (8.5) hours per day, including a thirty (30) minute unpaid meal period.

### Section B

Bargaining unit employees scheduled to work a full eight and one-half (8.5) hour shift shall be entitled to a thirty (30) minute unpaid meal period, and two (2) paid rest periods of fifteen (15) minutes. Bargaining unit employees scheduled to work six (6) or more hours shall be entitled to a minimum of one (1) fifteen (15) minute paid rest period. Meal periods and rest periods will be staggered to maintain coverage.

### Section C

Employees shall report hours worked utilizing the Kronos reporting system, or such other automated time-keeping system as the Employer shall determine is appropriate.

## **CATEGORIES OF EMPLOYEES**

### Section A

- (1) Full-time employees – Any employee regularly scheduled to work thirty (30) or more hours per week shall be considered a “regular full-time employee” for purposes of this Agreement.
- (2) Part-time employees – Any employee regularly scheduled to work less than thirty (30) hours per week shall be considered a “regular part-time employee” for purposes of this Agreement.
- (3) PRN Employees who work less than 20 hours per week based on the most recent 3-month average are not union members. Employees who work 20 hours or more per week based on the most recent 3 month average will become union members the first pay period following the last day of the quarterly look-back. Representative(s) of the union will meet with employees in the latter category during the month immediately following each quarterly lookback regarding union membership. The Company will provide a PRN run to the union each month.

### Section B

- (1) The Employer retains the right to employ temporary and/or PRN employees.
- (2) Temporary employees – A “temporary employee” is an employee who is hired for a specified period of time or for a specific project, not to exceed three (3) months. Any request by the Employer for an extension of the time for which a temporary employee is employed of up to three (3) months shall not unreasonably be denied.

- (3) PRN employees – A “PRN employee” is an employee who is called to work on an “as needed” basis. PRN employees do not have regularly scheduled hours.
- (4) Temporary and/or PRN employees shall not be covered by this Agreement unless and until they become regular full-time, regular part-time employees, or PRN employees who qualify for Union membership described in Section A (3), or as provided above
- (5) Temporary and/or PRN employees shall not be used to circumvent employment of regular full-time or regular part-time employees. PRN employees who regularly and consistently appear on posted schedules shall be required to become regular part-time, regular full-time employees, or PRN employees who qualify for Union membership described in Section A (3), covered by this Agreement.
- (6) The Employer agrees to provide the Union with a list of all hours worked by temporary and/or PRN employees in bargaining unit positions on a semi-monthly basis.

## **SCHEDULING**

### **Section A**

The Employer has the right to establish work schedules and starting times and to change schedules as reasonably necessary for efficient operations. While no Employee is guaranteed a specific schedule, it is the intent of the Employer to give Employees covered by this Agreement a regular schedule, and to avoid scheduling changes when reasonable subject to staffing needs and patient care requirements. Consistent with that intent, the Employer will not arbitrarily make changes to Employees' work schedules, and will make reasonable efforts to minimize the impact of changes on affected employees.

### **Section B**

The Employer will post monthly schedules showing hours to be worked by Employees covered by this Agreement. The schedule will be posted ten (10) days in advance of the effective date.

### **Section C**

In the event the Employer intends to make a permanent change to any Employee's work schedule, including hours, shift or days worked, the Employer shall provide three (3) weeks advance notice to the union, and upon request, the Employer shall meet with the union to discuss possible alternatives to such a change and/or the implementation of such a change. In the event such a change is required by actions of the Philadelphia Department of Prisons, and less than three (3) weeks' notice is given to the Employer, the Employer shall give the union as much notice as practicable under the circumstances.

Changes to Employee work schedules shall be subject to the grievance and arbitration Articles of this Agreement.

### **Section D**



Should the employer elect to institute weekend (Baylor) programs 12 hour shifts or other alternative work schedules the parties agree to meet and bargain over the pay and method of filling the schedule. In the absence of an agreement on these issues, the parties agree to employ the mediation and arbitration process to set the terms of said schedule.

## **DISCIPLINE AND DISCHARGE**

### **Section A**

Non-probationary employees shall only be disciplined or discharged for just cause. Discipline or discharge of non-probationary employees shall be subject to the grievance and arbitration procedure.

### **Section B**

To maintain their employment, each employee must retain his/her own security clearance from the City of Philadelphia Department of Prisons. If the Department of Prisons directs the Employer to remove an employee for loss of security clearance or for any other reason, it will be deemed just cause for discharge. If the Philadelphia Department of Prisons removes the clearance of an employee, the employer will provide the union with any information it has regarding the clearance removal within (five) 5 five business days. If the document and/or correspondence can't be copied because it is not an MHM document or correspondence, the union will be permitted to read it.

### **Section C**

When an employee is terminated or suspended, the Employer shall personally give the employee a written notice setting forth the effective date of the discipline, the form of the discipline (discharge or suspension) and the reason for the discipline, or in lieu thereof send the employee the notice by certified mail.

### **Section D**

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of the discharge or suspension.

## **PERSONNEL PRACTICES**

### **Section A**

Any Employee, upon request and at reasonable time intervals, shall be permitted to review the contents of the Employee's personnel file in the Program Manager's office to determine any matter affecting such Employee. Information relating to security clearances or the investigation of a possible criminal offense will only be made available to the Employee. Designated union representatives shall be permitted to review Employee records when accompanied by the Employee or upon presentation of a written authorization signed by the Employee.

### **Section B**

Notice to review such files (in Section A) shall be given by the Employee or the Union, as authorized by the Employee, in writing to the Employer and the files shall be made available by the Employer within two (2) working days after receipt of such notice. The Union agrees not to utilize this right in an abusive or excessive manner.

#### Section C

No material derogatory to any Employee's conduct, work performance, character or personality shall be placed in the Employee's personnel file unless the Employee has had an opportunity to review the material. The Employee shall acknowledge having had such an opportunity by signing the copy of the material to be filed. However, such signature by the Employee shall not indicate concurrence in the contents of such material. The Employee shall also have the right to submit a written answer to any material found objectionable and such answer shall be placed in the Employee's personnel file. Copies of such material shall be furnished to an Employee upon his/her written request for same for use in the grievance procedure provided herein.

#### Section D

When an employee is terminated, their insurance will not be terminated until the end of the month in which the company gives its final answer in the grievance process. (Excluding mediation and arbitration).

#### Section E

In the event of changes in job duties required by the Philadelphia Department of Prisons, the company will provide a written notification to the union of such a change within five (5) working days. They may be provided electronically.

#### Section F

Attendance related disciplinary actions shall become inactive after nine (9) months if the employee does not incur additional disciplinary actions within the nine (9) month period.

### **GRIEVANCE PROCEDURE**

#### Section A

A grievance shall be defined as any dispute or complaint arising between the parties under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof.

#### Section B

Grievances shall be processed promptly, and the parties shall make a reasonable effort to settle all disputes or complaints giving rise to grievances as follows:

Step 1: Within five (5) working days of the occurrence resulting in a grievance, or the time that the Union should reasonably have been aware of the occurrence, the grievance shall be presented

in writing to the Assistant Program Manager for the Employer, or his or her designee. The Assistant Program Manager, or his or her designee, shall meet with the Grievant and a Union representative or delegate within three (3) working days after receiving the grievance to discuss the grievance and a possible resolution. The Assistant Program Manager, or his or her designee, shall answer the grievance in writing within five (5) working days after the meeting.

Step 2: If a grievance is not satisfactorily resolved at Step 1, the grievance shall be presented in writing to the Program Manager for the Employer within five (5) working days after the answer in Step 1 is received or was due, whichever occurs first. A grievance hearing shall be convened between the Program Manager, or his or her designee, the grievant, and a Union representative or delegate within five (5) working days thereafter. The Program Manager, or his or her designee, shall answer the grievance in writing within five (5) working days after the meeting. A copy of the answer shall be sent to the Union.

#### Section C – Mediation

Within ten (10) working days after the answer in Step 2 is received or was due, the parties, by mutual agreement, may request that the grievance be submitted to mediation in accordance with the rules of the Federal Mediation and Conciliation Service ("FMCS") or by joint selection of a private mediator. Any grievance not resolved through mediation may be referred to arbitration within thirty (30) working days after the conclusion of mediation in accordance with the procedures in the Arbitration Article of this Agreement. Any grievance not referred to mediation may be referred to arbitration within thirty (30) working days after an answer to the grievance is received or was due in accordance with the procedures in the Arbitration Article of this Agreement.

#### Section D

Without waiver of the Employer's right to pursue other remedies, the parties agree that the Employer may also present a grievance by giving notice in writing addressed to the Union at its offices. Unresolved grievances filed by the Employer may also be taken to arbitration in accordance with the arbitration procedures set forth in this Agreement.

#### Section E

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. Time limits may be extended or waived only by mutual agreement of the parties in writing. Failure on the part of the Employer to answer the grievance shall not be deemed acquiescence thereto.

#### Section F

Notwithstanding Section B above, a grievance which affects a class of employees, and which the Assistant Program Manager lacks the authority to resolve, shall be presented in the first instance at Step 2 of the Grievance Procedure within ten (10) working days of the occurrence resulting in the grievance, or the time that the Union should reasonably have been aware of the occurrence. Such grievance shall be presented in writing, and appropriate representatives of the Union shall

meet with the Program Manager to discuss the grievance. The Program Manager shall have ten (10) working days from the grievance hearing to respond back to the Union in writing.

#### Section G

Notwithstanding Section B above, a grievance involving the suspension or discharge of an employee shall commence at Step 2 of the Grievance Procedure. Such grievance shall be presented in writing to the Program Manager within ten (10) working days of the date the Union received notice of the suspension or discharge.

### ARBITRATION

#### Section A

Any grievance not satisfactorily resolved through the Grievance Procedure set forth in this agreement may be referred by the Union to arbitration within thirty (30) working days after the answer to the grievance is received or was due, or within thirty (30) working days after the conclusion of mediation, whichever occurs latest.

#### Section B

Failure to submit a matter to arbitration in accordance with Section A shall constitute an acceptance of the Employer's last answer and a waiver of the right to proceed to arbitration. In determining whether a demand for arbitration is barred under this Section when the Employer does not answer a grievance, the arbitrator shall consider that it is the intent of the parties both that grievances be heard and processed in a timely fashion, and that the parties fully participate in the grievance process.

#### Section C

The arbitration shall be conducted under the Labor Arbitration Rules then prevailing of the American Arbitration Association (AAA).

#### Section D

The arbitrator shall decide the matter within the scope of this Agreement and consistent with the law and shall have no power to make a determination which adds to, subtracts from or in any way modifies the terms of this Agreement. Where the parties have included specific expressions of their intent with respect to particular Articles of this Agreement, such expressions of intent shall be considered in the interpretation and application of those Articles. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees and shall be subject to the generally recognized scope of judicial review of arbitration awards.

#### Section E

Any fees charged by the AAA shall be shared equally by both parties.

#### Section F

If the discharge of an employee results from conduct relating to an inmate and the inmate does not appear at the arbitration, the arbitrator shall not draw any inference from or otherwise consider the failure of the inmate to appear as prejudicial. The term "inmate" for the purposes of this Agreement shall include those persons incarcerated at any correctional facility within the City of Philadelphia Prison System or any State Correctional Institution operated by the Commonwealth of Pennsylvania.

## **MANAGEMENT RIGHTS**

### **Section A**

The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. All functions of management not specifically limited by the express language of this Agreement are retained by the Employer. The Employer retains all of the powers, rights, functions, responsibilities and authority to operate its business and direct its employees which belonged to the Employer prior to the Union's recognition as the bargaining agent. Among the rights retained by the Employer, but not totally inclusive of those rights, are the sole right to hire, discipline and discharge with just cause, layoff and promote; to determine or change the starting or quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the work force; to assign or transfer temporarily or permanently employees to other duties as operations may require; to introduce new or improved methods, equipment or facilities; and in all respects to carry out the ordinary and customary functions of management whether or not exercised by the employer prior to the execution of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer and include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Company, standards of service, budget, utilization of technology, organizational structure and selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to transfer, to sell or otherwise dispose of its business in whole or in part, to determine the number and types of employees required, and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business. The management rights set forth above are by way of example, but not by way of limitation. None of these rights shall be exercised in a capricious or arbitrary manner.

### **Section B**

The Union, on behalf of its employees, recognizes that the employer has a contract with the City of Philadelphia Prison System and that the Employer may take any action required of it by the City under the terms of the contract.

In addition, the Union recognizes the Employer's contractual obligation to the City of Philadelphia, the Philadelphia Prison System, the commissioner of Corrections, and obligation to adhere to current/future consent decrees as mandated by the courts.

## **NO STRIKE OR LOCKOUT**

### Section A

The Employer agrees that there shall be no lockouts during the term of this Agreement. However, nothing hereunder shall be deemed to prohibit the permanent closing of all or part of the Employer's operations.

### Section B

No employee shall engage in any strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott, sympathy strike, concerted refusal to work, sickout, job action, refusal to cross a picket line established by another union, local, or groups, or other interference with the operations of the Employer.

### Section C

Should any of the events in the previous paragraph of this No Strike or Lockout provision occur, in addition to any other liability, remedy or right provided by applicable law or statute, the Union, upon request of the Employer, shall immediately:

1. Publicly disavow such action by the employees;
2. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union;
3. Notify the employees of its disapproval of such action and that such conduct is unlawful.

### Section D

Any employee engaging in any activity prohibited by this No Strike or Lockout provision may be subject to discipline up to and including immediate discharge.

### Section E

In the event of an alleged or asserted breach of this No Strike or Lockout provision, both parties may resort to courts of competent jurisdiction, or may follow the contractual grievance and arbitration procedure.

## **SCOPE OF AGREEMENT**

### Section A

The Employer and the Union acknowledge that during the 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. Specific proposals made during negotiations that are not reflected in the terms of this Agreement are deemed to have been withdrawn. During the

term of this agreement, neither party will be required to bargain concerning any subject, whether or not the subject is covered by this Agreement and whether or not the parties knew of or considered the subject during negotiations.

#### Section B

Notwithstanding the above, if conditions are altered for both parties because of actions taken by City of Philadelphia Prison's Department, the parties may reopen negotiations.

#### **SEPARABILITY**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, and orders of regulatory commissions or agencies having jurisdiction. If any provisions of this Agreement are in contravention of the laws or regulations of the United States of America or of the State of Pennsylvania or of any municipality or the Employer's contract with the City of Philadelphia Department of Prisons, such provisions shall be superseded by the appropriate provision of law, regulation or contract, so long as the same is enforced and in effect unless upon demand of either of the parties negotiations are requested to replace the provision; but all other provisions of this Agreement shall continue in full force and effect.

#### **TECHNOLOGICAL CHANGE**

The Employer shall enter into discussions with the Union at the time the Employer becomes aware of the necessity of implementing a technological change which could result in the layoff of existing employees or in a substantial change in the duties to be performed by any employee covered by this agreement. Employees who would be laid off or whose duties are to be changed will be given the opportunity to be trained by the employer to continue to work under the new technology if there are available positions or to perform other jobs in the bargaining unit if there is a current vacancy or a vacancy occurs during the notification period. If an affected employee does not have the minimum qualifications for the available vacancy or, in the employer's judgment, cannot be satisfactorily trained during the training period, said employee will be subject to the layoff provisions of this contract. Any employee who is placed in a different position as a result of this provision will be subject to a standard probationary period.

**MISCELLANEOUS**

**Section A.**

The employer will make every effort to correct payroll errors made by the company in excess of \$20.00 within 3 working days after the error is brought to the attention of the appropriate individual (i.e. Staffing Coordinator).

**Section B.**

In addition, employer-approved interpreters will receive a \$50 stipend during the 13th and 26th pay periods of each year starting in December, 2012, provided they have worked for MHM the entire six months prior to that pay period. A list of approved interpreters will be maintained by the Program Manager.



**EFFECTIVE DATE AND DURATION**

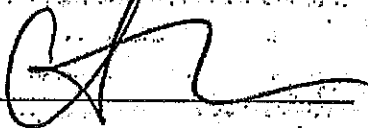
THIS AGREEMENT shall be in full force and effect for the period commencing July 1, 2018 and ending Midnight on June 30, 2021.

The employer and the Union agree to jointly enter into discussions relative to a renewal of this agreement no later than ninety (90) days immediately preceding the termination date of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this \_\_\_\_\_ day of \_\_\_\_\_

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

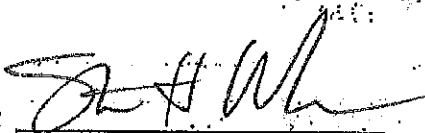
By: \_\_\_\_\_



By: \_\_\_\_\_

MHM CORRECTIONAL SERVICES, INC.

By: \_\_\_\_\_



Steven H. Wheeler  
President & CEO

By: \_\_\_\_\_

**APPENDIX I**  
**APPENDIX I WAGES AND RATES OF PAY**

The parties agree to an overall 2.5% wage increase to be effective on the beginning of the first payroll period after July 1, 2018, July 1, 2019 and July 1, 2020. The increase in wage rates shall be administered as follows: The entry level rates set forth in the table below will be frozen at their current amounts for the life of the agreement. Employees with less than 5 years seniority as of the contract anniversary date of July 1 of each year will receive 2% increases effective with the beginning of the first pay period after July 1 of each year of the agreement. Employees with 5 or more years seniority as of the anniversary date of the contract will receive in July 2018 the amount of 3.02%. The employer guarantees that this amount will not be less than 2.8% per year for these employees of five or more years seniority in the final two years of the contract in July 2019 and July 2020. The Employer will have its Finance group calculate the amount each year in June and share the numbers with the Union.

	Job Rate for employees with less than 5 years seniority as of 7/1/18
Classification	
Licensed Practical Nurse	29.92
Medical Records Clerk	16.35
D&A Counselors	
Licensed Social Workers	32.60
MSW	32.60
MHP	27.51
Psychiatric Technicians	20.71
Data Entry Clerk	17.81
Activity Therapist	30.09
Administrative Assistant	19.86

	Job Rate for employees with 5+ years seniority as of 7/1/18
Classification	
Licensed Practical Nurse	30.21
Medical Records Clerk	16.51
D&A Counselors	
Licensed Social Workers	32.93
MSW	32.93
MHP	27.78
Psychiatric Technicians	20.92
Data Entry Clerk	17.99
Activity Therapist	30.39
Administrative Assistant	20.06

Entry Rate (first 90 days)	
Classification	
Licensed Practical Nurse	28.45
Medical Records Clerk	15.55
D&A Counselors	
Licensed Social Workers	31.00
MSW	31.00
MHP	26.17
Psychiatric Technicians	19.70
Data Entry Clerk	16.94
Activity Therapist	28.62
Administrative Assistant	18.89

Clinical Coordinators will be paid \$1.50 over their Job Rate

Shift Differentials and other premiums will continue to be paid as per current practice (LPNs 3-11 \$1.13 per hour; 11-7 \$1.50; All others \$0.84 3-11; 11-7 \$1.13 and \$1.00 per hour for weekend work). Should alternative scheduling or other measures be instituted, the parties agree to bargain the impact and or compensation issues as per the agreement.

Administrative Assistants will receive an additional \$10.00 per day should they be requested by the Program Manager to act as Staffing Coordinator.

**APPENDIX II**  
**HEALTH AND WELFARE BENEFITS**

The current healthcare plan will be retained, with premiums to be shared each calendar year during the contract (beginning January 1, 2019) subject to annual increases as premiums increase each year in accordance with the percentages. The parties' current practice requiring discussion for years beginning January 1 of each calendar year if the plan is unavailable and/or subject to mandatory ACA or state regulation is retained. Specifically, should there be changes to the current healthcare plan by the carrier (the company will not unilaterally change the plan), the parties will meet within 14 working days after the Employer has been made aware of the changes. Available replacement plans will be discussed and reviewed in order to choose the plan that most closely resembles the current plan in coverage and overall cost. In the absence of agreement, the plan choice will be subject to arbitration. The Parties agree to retain the current practice of limiting the increase of the Employees share in the cost of the premium to no more than a 10% increase, should the increase be less than 10%, the employee percentage increase will match that increase.

**Benefits Improvements**

Should the Company make any improvements in benefits for MHM employees in Philadelphia working under MHM's contract w/PDP, it is agreed that union members will be given this benefit.

**Additional Health Benefits Subsidy**

The Employer agrees to provide a \$35.00 per month additional subsidy to the premium share for all employees electing the Family or Employee and Spouse Coverage effective 1/1/19. This is in addition to the \$75.00 per month for Family Coverage only that was previously provided.

**Employer Match**

Employees are eligible to receive an employer match to 401(k) contributions effective upon their enrollment in the plan. Employer currently matches 50% of the first 3% of the employee contribution of compensation to a maximum of 1.5% of annual salary. The employer match is immediately vested.

Should the company make any improvements in Employer Match benefits for MHM employees in Philadelphia working under MHM's contract with PDP, it is agreed that the union members will be given this benefit.

**Benefit Changes**

The Employer will meet with the Union on or before December 1, 2018 to report on benefit changes, including the status of employees purchasing Centene Stock at a reduced rate.

**APPENDIX III**  
**WAGES TABLES JULY 2019 & JULY-2020**

Job Rate for employees with less than 5 years seniority as of 7/1/18: Employees with less than 5 years seniority as of the contract anniversary date of July 1 of each year will receive 2% increases effective with the beginning of the first pay period after July 1 of each year of the agreement.			
		<b><u>1-Jul-19</u></b>	<b><u>1-Jul-20</u></b>
<b>Classification</b>			
Licensed Practical Nurse	29.92	<b>30.52</b>	<b>31.13</b>
Medical Records Clerk	16.35	<b>16.68</b>	<b>17.01</b>
D&A Counselors			
Licensed Social Workers	32.6	<b>33.25</b>	<b>33.92</b>
MSW	32.6	<b>33.25</b>	<b>33.92</b>
MHP	27.51	<b>28.06</b>	<b>28.62</b>
Psychiatric Technicians	20.71	<b>21.12</b>	<b>21.54</b>
Data Entry Clerk	17.81	<b>18.17</b>	<b>18.53</b>
Activity Therapist	30.09	<b>30.69</b>	<b>31.3</b>
Administrative Assistant	19.86	<b>20.26</b>	<b>20.67</b>

## EXHIBIT "A" DUES CHECKOFF

Hospital	Social Security No.	Lnit. Fee	Job Cat	Dues Amt	Starting Date
DO NOT WRITE IN ABOVE SPACE - FOR OFFICE USE ONLY					

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO**  
 330 West 42<sup>nd</sup> Street, New York, N.Y. 10030  
 APPLICATION FOR MEMBERSHIP

**PLEASE PRINT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Apt. \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Employed at \_\_\_\_\_ Dept/Job Title \_\_\_\_\_

Salary \_\_\_\_\_ Hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

### CHECK-OFF AUTHORIZATION

To: \_\_\_\_\_ Date \_\_\_\_\_

You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said Union.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be Irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER AND THE UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 302(c) of the Labor Management Relations Act of 1947.

Print Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**EXHIBIT "B"**  
**CONSCIENTIOUS OBJECTOR**

Date: \_\_\_\_\_ TO: \_\_\_\_\_

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by National Union of Hospital and Health Care Employees 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 will be deducted from my pay and remitted to the charity no later than the tenth (10th) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, 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 the address of 1319 Locust Street, Philadelphia, PA 19107 of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

In addition to the foregoing, the undersigned hereby authorizes the Employer to deduct in twelve (12) equal monthly installments, the sum assessed by the Union against the undersigned, for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees for the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number \_\_\_\_\_

Clock Number \_\_\_\_\_

Department \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

EXHIBIT "C"

**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 month \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

***Register and Vote!***

District 1199C Political Action Fund  
Check-Off Authorization

Date \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ \_\_\_\_\_ per month 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 \_\_\_\_\_