

**DISTRICT 1199C
NATIONAL UNION OF HOSPITAL
AND HEALTH CARE EMPLOYEES**

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

COMMUNITY LEGAL SERVICES, INC.

AND

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

May 16, 2022—May 15, 2025

TABLE OF CONTENTS

ARTICLE I. RECOGNITION	1
ARTICLE II. UNION SECURITY	2
ARTICLE III. CHECKOFF	3
ARTICLE IV. UNION ACTIVITY	6
ARTICLE V. NO DISCRIMINATION	7
ARTICLE VI. PROBATIONARY PERIOD	7
ARTICLE VII. TEMPORARY EMPLOYEES	7
ARTICLE VIII. SENIORITY	8
ARTICLE IX. UNION EMPLOYMENT SERVICE	12
ARTICLE X. TRAINING	12
ARTICLE XI. WAGES	15
ARTICLE XII. HOURS AND OVERTIME	17
ARTICLE XIII. HOLIDAYS	19
ARTICLE XIV. VACATION	21
ARTICLE XV. SICK AND MAJOR DISABILITY LEAVE	23
ARTICLE XVI. ON-THE-JOB INJURY	25
ARTICLE XVII. LEAVE	27
ARTICLE XVIII. HEALTH AND WELFARE	30
ARTICLE XIX. DISCHARGE AND DISCIPLINE	32
ARTICLE XX. GRIEVANCE PROCEDURE	33
ARTICLE XXI. ARBITRATION	35
ARTICLE XXII. EFFECT OF LEGISLATION – SEPARABILITY	36
ARTICLE XXIII. NO STRIKE OR LOCKOUT	36
ARTICLE XXIV. SCOPE OF BARGAINING	37
ARTICLE XXV. MANAGEMENT RIGHTS	37
ARTICLE XXVI. MISCELLANEOUS	38
ARTICLE XXVII. PARTICIPATION IN BOARD ACTIVITIES	40
ARTICLE XXVIII. WORKLOAD ASSESSMENTS	40
ARTICLE XXIX. EXTERNAL EMPLOYEE HIRE PROCEDURE	42
ARTICLE XXX. SUPERVISION AND RIGHTS OF SUPERVISEE	42
ARTICLE XXXI. WORK RULES	43
TERMINATION	45

EXHIBIT “A” DUES CHECK-OFF	46
EXHIBIT “B” CONSCIENTIOUS OBJECTOR CHECK-OFF	47
EXHIBIT “C” POLITICAL ACTION CHECK-OFF	48
EXHIBIT “D” WAGE SCALE	49
EXHIBIT “E” DOMESTIC PARTNER DECLARATION	51
Sideletter 1	52
Sideletter 2	53

PREAMBLE

AGREEMENT, made and entered into as of this 2nd day of July, 2019, by and between **COMMUNITY LEGAL SERVICES, INC.**, with its main office located at 1424 Chestnut Street, Philadelphia, PA 19102 (hereinafter called the “Employer”), and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate DISTRICT 1199C**, with its offices at 1319 Locust Street, Philadelphia, PA 19107 (hereinafter called the “Union”), acting herein on behalf of the employees of said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees”.

WITNESSETH:

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

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

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

ARTICLE I. RECOGNITION

Section 1.

- a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of its office and clerical workers, investigators, paralegal workers, and social workers in accordance with the certification issued by the National Labor Relations Board in Case Nos. 4-RC-12637 and 4-RC12684. Employees of CLS working in these job classifications, yet funded by a source of CLS other than through the Legal Services Corporation or the Pennsylvania Legal Services Center, shall be subject to the full terms of the collective bargaining agreement.
- b) Excluded from the aforesaid bargaining unit are supervisory, confidential, executive and managerial employees, attorneys, students, part-time employees who work a total of less than two fifths (2/5ths) of the regular full time work week for the job classification in which they work, temporary employees as defined in Article VII, casual employees and such other employees as are listed as excluded in the above mentioned certification

Section 2.

It is agreed that this contract shall apply and continue in full force and effect at any location to which the Employer may move. It is further agreed that this contract shall apply to any new or additional facilities of the Employer, and under its principal direction and control within the City of Philadelphia.

Section 3.

Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

Section 4.

At the time a new employee subject to this 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 according to and paraphrasing the provisions of Articles II and III of this Agreement.

Section 5.

Part-time employees covered by this Agreement shall receive health insurance coverage, holidays, sick leave, vacations, wage rates and wage increase hereunder on a pro rata basis. The Employer shall pay a pro rata portion of health insurance Premium if the employee elects to pay the remainder.

ARTICLE II. UNION SECURITY

Section 1.

All employees on the active payroll as of the effective date of this contract 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 on the active payroll as of the effective date of this contract who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement, or completion of their probationary period, whichever is later, and thereafter shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.

All employees hired after the effective date of this contract shall become members of the Union upon completion of their probationary period, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 4.

For the purpose of this Article, an employee shall be considered a member of the Union in good standing if they tender their periodic dues and initiation fee uniformly required as a condition of membership.

Section 5.

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 their discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 6.

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

ARTICLE III. CHECKOFF

Section 1.

Upon receipt of a 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, 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 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 the 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 the 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 The Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501(c) (3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by the Employer to the charity designated by the employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

Section 6.

If any such employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the employee's behalf, the Union is authorized to charge the employee the reasonable cost of using such a 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) 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.
- c) 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.

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 agreement or (c) layoff from work or (d) agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer

will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Sections 1, 4 and 5 hereof. These provisions, however, shall not relieve any employees of the obligations to make the required dues and initiation fee payments pursuant to the Union constitution in order to remain in good standing, except as provided in Sections 4 and 5.

Section 8.

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 dues or charitable deductions.

Section 9.

Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers. In addition, each month, the Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof together with the amount deducted for each employee.

Section 10.

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

Section 11.

Upon receipt of a written authorization from an employee in the form annexed hereto as Exhibit "C", the Employer shall, pursuant to such authorization, deduct from the wages due said employee each pay period, starting not earlier than the first period following the completion of the employee's probationary period, the sum specified in said authorization and remit same to the District 1199C Credit Union or a credit union designated by the Union to the credit or account of said employees. It is understood that such check-off remittance shall be made by the Employer wherever feasible.

Section 12.

The Employer agrees to make a payroll deduction once each calendar month from the employee's pay for the District 1199C Political Action Fund upon the written authorization of any employee covered under this Agreement, and remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "C". This

deduction shall be made only once a month 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 obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or to the charity of the employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

ARTICLE IV. UNION ACTIVITY

Section 1.

No employee shall engage in any union activity, including the distribution of literature, during their working time or in working areas of the Employer at any time except as provided in Section 4 of this Article.

Section 2.

A representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or employees, and for the purpose of administering this agreement. In such cases they shall first advise the head of the office or their designee. Such visits shall not interfere with the work of any Employees or otherwise disrupt the operations of the Employer, nor shall they occur in working areas or during the work time of the employees involved unless pursuant to a meeting with the Employer to process a grievance.

Section 3.

The Employer shall provide bulletin board space at each location for the exclusive use of the Union. Such bulletin boards shall be located at places readily accessible to workers in the course of employment, and notices posted thereon shall be limited to Union affairs but shall exclude endorsement of political candidates.

Section 4.

Union delegates shall be given reasonable opportunity to investigate and otherwise process grievances. The delegate shall first secure the permission of their immediate supervisor before leaving their work station and in the event the delegate must go into another department, the delegate must also secure the permission of the supervisor in the second department.

ARTICLE V. NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate, restrain, coerce, or favor any employee because of race, color, creed, religion, national origin, political belief, sexual orientation, age, membership or non-membership in the Union or status as an otherwise qualified disabled individual, except in accordance with affirmative action programs.

The Union and the Employer agree that this Agreement shall be applied and implemented so as not to conflict with the Employer's obligations under the Americans with Disabilities Act. The Union and the Employer further agree that they will not be unreasonable with respect to the application of this language.

ARTICLE VI. PROBATIONARY PERIOD

Section 1.

The probationary period for clerical employees, paralegals, social workers, and investigators shall be three (3) months.

Section 2.

The Employer shall have the right to extend the probationary period by written notice to the Union for up to 30 days. Employer will provide Union at least one week written notice prior to beginning of extension. No more than three (3) extensions of the probationary period will be permitted.

Section 3.

During the probationary period, the employee shall not be covered by the provisions of this Agreement, including the grievance procedure. However, during the probationary period, employees may use up to a maximum of two (2) personal days.

ARTICLE VII. TEMPORARY EMPLOYEES

Section 1.

A temporary employee is one who is hired for a continuous full-time or part-time period of up to three (3) months or for a special project, including those funded by the Legal Services Corporation and the Pennsylvania Legal Services Center, or to replace an employee on leave or vacation, and is so informed at the time of hire.

Section 2.

Notwithstanding the above, a temporary employee hired for reasons other than a special project, or to replace an employee on leave of absence, shall become a member of the bargaining unit after the completion of the probationary period for the classification in which they are working.

Employees hired for a special project shall become members of the Union after twelve (12) months.

Section 3.

If a temporary employee becomes permanent, the time worked as a temporary employee shall be counted toward the probationary period, so long as it is in the same job classification.

Section 4.

At no time may the Employer employ more than two (2) temporary employees within the same unit.

Section 5.

No temporary employee shall be retained beyond the expiration of their temporary period of hire unless they are hired as a permanent employee.

Section 6.

Wherever practical, the Employer shall give the Union two (2) days' written notice of its intent to hire a temporary employee.

Section 7.

If the Employer is unable to fill a vacant position by the ordinary means, the Employer shall provide written notice to the Union with an explanation as to why the temporary hire is necessary to prevent interruptions in client services or other core operational functions.

ARTICLE VIII. SENIORITY

Section 1. Definition

- a) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any bargaining unit capacity by the Employer.
- b) Classification seniority shall be defined as the length of time an employee has worked continuously in a specified job classification with the Employer.
- c) A Department is defined as a substantive work or intake unit within Employer

Section 2. Accrual

- a) An employee's seniority shall commence after the completion of the probationary period, and shall be retroactive to the date of last hire.
- b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six months, provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized

leave of absence with pay; or during a period of continuous layoff not to exceed the lesser of twelve months or the length of an employee's continuous employment, if the employee is recalled into employment.

- c) Part-time employees covered by this Agreement shall accrue seniority at the rate proportional to that which they would accrue if employed full time.

Section 3. Application

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

Section 4. Layoff

- a) In the event of layoff within a job classification or Department, temporary employees shall be laid off first, followed by newly hired probationary employees without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of classification or Department seniority. Management retains the discretion to choose between classification or Department seniority in any given situation, without violating any other article of the bargaining agreement.
- b) The Employer agrees to notify the Union at least two (2) weeks in advance of the issuance of layoff notices to the Employees and to meet with the Union within three (3) working days of said notice to discuss the layoffs. After the two (2) weeks notice to the Union has expired, the Employer must give at least two (2) weeks notice of layoff to the employee. The Employer may implement the layoff after compliance with the notice and discussion provision and the issue of the number and basis for the layoffs shall not be subject to the arbitration provisions of this Agreement. An employee laid off shall be entitled to:
 - i. transfer to a vacant position in an equal or lower pay grade for which the employee is qualified;
 - ii. may, on the basis of bargaining unit seniority, displace another worker who has the least bargaining unit seniority in a lower classification in which the laid off employee was previously classified.
- c) An employee who has been "bumped" as a result of a layoff shall not be entitled to "bump" another employee, but may transfer or be subject to recall under Section 4(b)(1) or
- d) An employee who bumps down to a lower classification, is recalled into a lower classification, or transfers to a vacant position in a lower classification shall receive the rate paid prior to the bump, recall, or transfer, less the difference in the starting rate between the higher and lower classification, or the highest rate which that employee had received when occupying the position bumped into, recalled to, or transferred to, whichever is higher.

If a part-time employee has greater full-time equivalent seniority than a full-time employee in the same classification who is to be laid off, the part-time employee must be willing to accept full-time employment to continue working.

Section 5.

For the purposes of Section 4(b)(1), 6 and 7(a), the term “qualified” shall mean the person shall meet the minimum typing, spelling and/or skill requirements for that position which are regularly utilized by the Employer in filling vacancies through hiring or promotion.

Section 6. Recall

Whenever a vacancy occurs in a job classification and it is the intent of the Employer to fill the position, employees who are on layoff and are qualified to fill that position shall be recalled on the basis of their bargaining unit seniority, to a position in an equal or lower pay grade to that previously held. The employee shall respond in the manner set forth in Section 8(e).

Section 7. Hiring, Promotions, Lateral Transfers and Affirmative Action.

- a) Where a vacancy in a bargaining unit job occurs and it is the intent of the Employer to fill the position, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit employees for a period of not less than five (5) days, during which time Employees shall be entitled to submit written bids to fill such vacancies. In the event the Employer determines that two or more qualified Employees who have submitted bids hereunder are equally qualified, then bargaining unit seniority shall govern. The Employer retains the right to offer the position to a qualified bargaining unit member with less seniority if it determines that such bargaining unit member is more qualified or if such promotion would further the Employer’s affirmative action objectives.

The Employer also retains the right to offer such a position to a qualified outside applicant if no qualified bargaining unit members have bid for the job, or if such hiring would further the Employer’s affirmative action objectives. Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.

- b) An employee who is promoted within the bargaining unit to a paralegal position shall, upon promotion, receive an increase equal to the difference between the employee’s actual salary from which they are promoted and the job rate to which they are being promoted.
- c) An employee who is promoted to a clerical position within the bargaining unit shall serve a thirty (30) day probationary period on the new job, and a three (3) month probation if promoted to paralegal position within the bargaining unit, less any time absent on approved leave of absence, vacation or otherwise. If the employee is

removed from the new job during the probationary period, the Employer shall make its best effort to return the employee to their former position or a comparable one, and the employee shall have first preference for up to one (1) year for a job vacancy for which they are qualified at a level equal to or below their previous job. Should the employee be returned to a position in the same pay grade as the employee held prior to the promotion, they shall receive the rate paid prior to the promotion. Should the employee be placed in a position in a lower classification than that held prior to the promotion, the employee shall receive the rate paid prior to the promotion, less the difference in the starting rate between that pay grade and the pay grade for the lower classification in which the employee is being placed, or the highest rate which that employee had received if they had occupied the position returned to. Upon return to their former job or another position as herein provided, the employee shall not lose seniority or other benefits. If the employee is discharged, their rights shall be subject to the grievance and arbitration provisions of this Agreement.

Ordinarily transfers from one work location to another shall be based upon bargaining unit seniority starting with the least senior person unless the Employer's affirmative action objectives, the need to equalize experience levels, or the need to maximize program resources require otherwise. If such a transfer were to create a personal hardship, the employee may submit the matter to the grievance procedure during which time the transfer shall be stayed, but the matter shall not be subject to the arbitration provisions of this Agreement.

- d) Clerical employees may not apply for a paralegal position until six (6) months after their date of hire.

Section 8. Loss of Seniority

An employee's seniority shall be lost when they:

- a) terminate voluntarily.
- b) are discharged for cause.
- c) exceed or abuse the time limits set for an authorized leave of absence or provide false information to gain or continue such a leave.
- d) are laid off for a period of twelve (12) months or a period exceeding the length of the employee's continuous service, whichever is less.
- e) fail to return to work on recall from layoff within five (5) working days after the Employer has sent notice to them to return by letter or telegram to the last address furnished to the Employer by the employee. If the recalled employee has obtained other employment, this period will be extended to eleven (11) working days. However, in such cases, the employee must agree in writing to return to work within three (3) working days of receipt of recall notice, and if working, must present proof

of other employment.

- f) fail to report for work or call in for two (2) consecutive scheduled work days unless the employee demonstrates inability to have done so.

Section 9.

Any employee entering the unit from a non bargaining unit position shall be granted seniority from the date of hire with the Employer for all purposes except for the purposes of lay-off. Any employee entering the bargaining unit from a non-bargaining unit position shall have seniority, for purposes of layoff, from the date of entry into the bargaining unit.

ARTICLE IX. UNION EMPLOYMENT SERVICE

Section 1.

The employer shall notify the Employment Service of the Union of all bargaining unit job vacancies, and shall afford the Service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy, before the Employer hires from any other source. Neither the Service, in referring, nor the Employer, in hiring, shall discriminate against an applicant because of membership or non-membership in the union, or for any other reason set forth in Article V of this Agreement. The Employment Service shall give preference to applicants from the community when union members are not available.

Section 2.

The costs of operating the Service shall be borne by the union.

Section 3.

Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Employer also retains the right to hire applicants from other sources.

ARTICLE X. TRAINING

Section 1.

The Employer shall reimburse the employees seventy-five percent (75%) of the cost up to a maximum of one thousand two hundred dollars (\$1,200) for each year of the collective bargaining agreement, for the cost of any job-related undergraduate or graduate classes from an accredited college or job-related course of study from an accredited school, including the 1199C Training Fund, the employees attend during non-work hours. To be reimbursed, employees must obtain approval to take the job-related course of study in advance from the Director or the Director's designee. Prior approval shall not be unreasonably delayed or withheld. Proof of grade of "C" or better must be submitted prior to reimbursement.

For purposes of this paragraph, classes and training are “job-related” if the member demonstrates to the Employer that: (1) the courses or training have direct relevance to the employee’s work of CLS; (2) even though not directly related, they are being taken toward the attainment of an associate or undergraduate degree; or (3) they are high school equivalent or pre-college courses. Examples of courses that may be job-related include, but are not limited to, courses in the following areas: writing or public speaking, Spanish language or English as a second language, and computer courses.

CLS will make pre-payment to the District 1199C Training and Upgrading Fund for employees enrolling in courses described above. In the event an employee does not provide proof of a final grade or “C” or better, such employee will be required to restore to CLS, within thirty (30) days of the scheduled completion of the class, any payments made for the course by CLS. As a condition of prepayment by CLS, the Employee will sign a written consent that any amount prepaid can be withheld from the Employee’s salary at the rate of fifty (\$50.00) dollars per pay period if not restored to CLS within thirty (30) days of its becoming due.

Section 2. Fees for Social Work Licenser, CEU Seminars & National Association of Social Workers (NASW) and Clinical Supervision for Social Workers

Employer agrees to reimburse each social worker employee who performs social work as part of their everyday job functions the biannual fee that the Commonwealth of Pennsylvania requires as a condition for a Pennsylvania social work license. Employer also agrees to reimburse each such social worker for 50% of any annual membership dues paid in order to belong to one of the National Association of Social Workers (NASW) or the Social Welfare Action Alliance (SWAA).

Employer will reimburse the five (\$5.00) dollar per hour administrative fee for official continuing education credit for social workers for the number of hours required to maintain a social work license. The Employer will also reimburse social workers for the cost of social work continuing education programs if the social worker demonstrates that they have made reasonable efforts to enroll in no-cost programming.

Employer will reimburse each social worker employee who performs social work as part of their everyday job functions the cost of obtaining outside clinical supervision through an outside licensed clinical supervisor up to two-hundred-and-fifty dollars (\$250.00) per month. The reimbursement can be used toward either one-on-one supervision or group supervision, at the discretion of the employee. The employee may use work billable hours for the time spent outside in clinical supervision.

Section 3. Paralegal Training

- a) Since appropriate training is a fundamental element of working conditions at CLS, the Union and its members have a right to participate fully in the development of

recommendations on appropriate training, and as reasonably requested, in the implementation of training events.

Training, to the extent feasible and appropriate, shall include office procedures, client background, hearing skills, mock hearings and any other reasonable job-related training needs.

- b) Newly hired paralegals will be trained in the substantive area to which they are assigned before assuming a full caseload. Paralegals when transferred to a different substantive law unit shall be trained. Paralegals are encouraged to request appropriate and necessary training and will cooperate fully in its implementation.

Section 4.

The Employer will provide new employees with the following training events:

- a) Within a reasonable timeframe after onboarding, or at the time of the traditional Fall orientation held for all new employees, whichever is later, an orientation/training program for employees will be provided of at least five (5) days duration. Such orientation/training shall include a substantive overview of the legal area of practice for the unit in which the employee will be assigned if such employee is going to be assigned to a substantive legal unit; office procedures; client background; typical legal problems of our clients; and may include observing a trial or hearing or when appropriate, conducting a mock hearing if the employee's job classification and duties will involve representing clients at administrative hearings. If the smaller number or experience level of the newly hired employee does not justify a five-day orientation, a modified orientation may be provided upon agreement by the Union, which agreement shall not be unreasonably withheld.
- b) The Employer will provide opportunities for employees to have at least five (5) days each year of substantive and/or skills training in subjects directly relevant to each employee's workload. Such training shall be appropriate to each employee's job classification and level of experience. Such training may be provided either in-house or by ensuring that employees are informed of, and making it possible for them to attend, training provided by outside organizations. Upon request by an employee or the employee's Direct Supervisor, an employee may receive substantive and/or skills training in subjects that are relevant to the work of the Employer but are not directly relevant to each employee's workload. Requests for training in subjects not directly relevant to each employee's workload will not be unreasonably denied.

Section 5.

Management shall attempt to obtain funds for tuition reimbursement and where financially feasible shall provide travel costs for appropriate job-related training (subject to the limitations in Section 4(a) which the employees attend and pay for themselves)

ARTICLE XI. WAGES

Section 1.

- a) Effective May 16, 2022, the salary of all full-time employees in the bargaining unit shall be consistent with the schedule set forth in Exhibit D, based upon their years of service with the Employer within their job classification.
- b) The salary of all full-time employees in the bargaining unit shall increase annually consistent with the Year of Service Increase and Cost of Living Increases embedded into Exhibit D.
- c) All new full-time employees that become part of the bargaining unit after May 16, 2022 shall receive compensation at the current starting rate for the position, as reflected in the schedule set forth in Section 1(a). The Union and the Employer agree to develop a written standard for determining service credit for external hires.
- d) A new hire will not be offered a salary that is greater than an employee in the same classification and years of service or as determined by the scale in Exhibit D.
- e) Part time employees under this agreement shall be entitled to wage increases on a pro-rata basis.
- f) All employees covered by this Agreement shall receive a one-time ratification bonus in the amount of six-hundred dollars (\$600.00) in recognition of their reaching an Agreement with the Employer prior to June 20, 2022. This bonus shall be paid by the Employer in the June 30th payroll cycle. For frontline workers, this bonus shall be in addition to the bonus provided for in Article 27 of this Agreement (to be paid in the same payroll cycle).

Section 2.

For the purpose of this Article, the anniversary date shall continue to be the date of hire, except where an employee has received a promotion the anniversary date shall be the date of the most recent promotion. For purposes other than this Article, the anniversary date shall continue to be date of hire.

Section 3.

If the Employer should establish a new position or change the duties of any job to such an extent that it does not fall within any classification covered by this Agreement and yet involve duties which would render it subject to this Agreement, the Employer agrees to provide the Union with a description of the new position or change in the duties of the existing position. The Employer

agrees to negotiate for a reasonable length of time with the Union as to the wage rate. The Employer shall establish the rate, and this rate shall be subject to grievance and arbitration.

The Employer agrees to maintain job descriptions for each employee covered by this Agreement. Where the Employer believes that an employee's job duties have deviated significantly from their job descriptions, the Employer shall provide a revised job description to the employee and the Union. If a bargaining unit employee believes that the work they are being asked to do is outside of their job description, and/or that they are not trained to do that work, they shall have the right to pursue a workload assessment.

Section 4.

An Employee promoted within the bargaining unit who earns less than \$33,000 per year will receive a salary increase to the base salary of the position to which they are promoted, or \$1,000 added to base salary, whichever is greater.

Section 5.

- a) Any bargaining unit employee who is bilingual and who uses bilingual skills regularly in their job shall receive, in addition to their base salary as determined by the scale, a salary increase of one-thousand two-hundred dollars (\$1,200.00) added to their base salary at the time of hire, or, if already employed by CLS, to the appropriate base salary corresponding to the pay scale for their job classification. CLS will develop internal or external processes to assess the fluency of employees as soon as practicable. Employees who do not establish fluency shall receive the appropriate salary for their job classification and years of experience.
- b) Before employees hired on or after May 16, 2022 may receive the salary increase, they must be assessed under the CLS processes. Employees hired on or after May 16, 2022 who will use their bilingual skills regularly on the job, and who assert they are bilingual at the time of hire, will receive the salary increase retroactive to their date of hire if they establish fluency under the CLS processes.
- c) Employees may request assessment for fluency at any time after their date of hire if they will use their bilingual skills regularly in their job; upon establishing fluency, they will receive the salary increase effective from the date of submission of a written request for an assessment to the Deputy Director of Operations and Human Resources.

Section 6.

Employees shall be paid in twenty-four (24) equal pay periods. There will be an adjustment upon separation for all monies due.

Section 7.

An employee who has attained ten (10) years of service to the Employer in their current job classification as of May 16, 2022 shall include the word "Senior" in their job title (e.g., "Senior

Paralegal,” “Senior Receptionist,” “Senior Administrative Coordinator,” or “Senior Social Worker”).

Section 8.

The parties agree to establish a Joint Labor/Management Professional Development Committee (herein, “the Committee”) consisting of six (6) persons: the Director of Training and Professional Development; two (2) additional persons appointed by the Employer; and three (3) persons appointed by the Union, including at least one (1) social worker. The Committee will meet at least monthly during the first six months of this Agreement and thereafter will mutually agree upon the frequency of future meetings. The objective of the Committee is to identify and implement advancement opportunities for social workers, including a Supervising Social Worker role, and for other job classifications as the Committee deems appropriate. The work of the Committee shall be informed by and consistent with the Pennsylvania Rules of Professional Conduct. The attendees and agendas of the Committee’s meeting will be established in advance by mutual agreement of the parties.

ARTICLE XII. HOURS AND OVERTIME

Section 1. Hours

- a) The regular work week for all full-time employees shall consist of forty (40) hours per week, Monday through Friday. (2) The work day shall consist of eight (8) hours, including an hour break for lunch and two (2) fifteen (15) minute breaks. (3) Unless a different arrangement is made, the regular work day shall be between the hours of 9:00 a.m. and 5:00 p.m. (4) When working in person, the workday shall consist of eight (8) consecutive hours.
- b) Nothing in this Agreement shall constitute a guarantee of hours of work per day, or days of work per week. Nothing herein shall prevent the Employer from scheduling on a regular basis a work week of more than thirty-five (35) or less than thirty-five (35) hours per week.
- c) All employees are required to clock in at the start of their workday and clock out at the end of their workday. If an employee who is working remotely works non-consecutive hours in a given workday, they must clock out when they pause their workday and clock back in when they resume their workday. Employees must clock out when they take partial leave during the workday, such as personal time, sick time, vacation time, etc. Notwithstanding the above, employees shall not be required to clock in and clock out for breaks, including the one (1) hour lunch.
- d) All employees may for valid reasons request hours other than 9:00 a.m. to 5:00 p.m. Subject to the needs of the office, such requests shall not be unreasonably denied. All employees must be at their work station and ready to begin work at their starting time.
- e) Paralegals are to report to the office prior to and immediately following attendance at any meetings, conferences, hearings, etc. Their immediate supervisor or designee shall be notified of any exceptions.

- f) There shall be no disciplinary action taken against employees for occasional and minor tardiness. In addition, there shall be no disciplinary action or loss of pay for instances of late arrival compensated for by late departures, when such minor deviations from the normal work schedule set forth in this Section 1 do not disrupt the ability of staff to accomplish their work and are approved by the Supervisor or equivalent. All employees are expected to be at their work location promptly at 9:00 a.m.

Employees may take time during the day to attend to personal matters without prior approval and without using their paid leave time providing the time is made up during the same calendar week through early arrival or late departure. However, if the absence will require an employee to miss a work related commitment (e.g. intake, work related meeting, unit meeting or other work related obligation during work hours) paid leave time must be used.

Late departures are not permitted for employees whose job duties cannot extend beyond 5:00 pm, unless such employee receives prior approval from their Managing Attorney, Project Head, or equivalent.

- g) For frontline and staff conducting intake, the Employer shall provide changes to regular schedules with no fewer than two (2) weeks' advance notice, unless functional operations may be interrupted. When the Employer determines that schedule changes with less than two (2) weeks' advance notice are necessary under this Section, the Employer shall attempt to make schedule changes by mutual agreement with the affected employees.
- h) Employees may work remotely for up to three (3) days per week through September 3, 2022; for up to two (2) days per week from September 4, 2022 through October 15, 2022; and for up to one (1) day per week thereafter, except for employees who may have work responsibilities requiring them to be in the office more frequently (including, but not limited to, reception or court-related duties). The Employer may permit additional remote workdays beyond the terms of this Article.

In the event the Employer reaches an agreement with another bargaining unit that provides for additional remote workdays or flexibility, those remote work benefits will replace the remote work benefits contained in this Article, except that the new remote work benefits may include an exception for employees who may have work responsibilities requiring them to be in the office more frequently. The parties agree that they will work together to revise the existing provisions of this Article accordingly.

Section 2. Overtime

- a) All employees shall receive overtime pay at one and one half (1.5) times their regular rate for authorized overtime worked in a workweek over forty (40) hours.
- b) Employees are expected to be on time. However, occasionally tardiness may occur. The Employer reserves the right to request documentation from the employee. The employee

may present documentation to support the tardiness. Occasional tardiness will not result in discipline or docking. Excessive and/or habitual tardiness will result in disciplinary action.

- c) The employee's regular hourly rate shall be computed by dividing weekly salary by forty (40).
- d) No employee shall work overtime without prior written authorization from the appropriate person(s) designated by the Employer except when needed to handle a work-related emergency at the end of their workday when their Manager is unavailable to approve overtime.
- e) The following shall be considered as time worked for the purpose of computing overtime or compensatory time under Section 2(a) of this Article: holidays, vacations, jury duty days, bereavement days, and sick leave days. Unpaid absences shall not be considered as time worked.
- f) At the request of an employee designated to work overtime, the supervisor shall attempt to find a volunteer from among those in the office qualified to substitute for the designated employee. A qualified person shall be defined as an employee in the same or higher job classification in the office of the person originally requested to work the overtime and who is experienced in performing the work. If no volunteer can be found, the designated employee shall work the necessary overtime.

ARTICLE XIII. HOLIDAYS

Section 1.

All employees shall be entitled to the following paid holidays within each calendar year:

New Year's Day
Martin Luther King's Birthday (federal holiday observed)
President's Day
Memorial Day
Juneteenth
July 4th
Labor Day
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas
5 Personal Holidays

Effective 1/1/88, all employees shall receive 5 personal days each year. During the first calendar year of employment, an employee shall receive personal holidays as set forth in the following schedule:

Date of Hire	Personal Holidays
January 1 through March 1	5
March 2 through June 1	4
June 2 through September 15	3
September 16 through December 1	2
December 2 through December 31	1

Section 2.

Probationary employees are entitled to all holidays except they may only use two (2) personal holidays during their probationary period.

Section 3.

Holidays occurring on Saturday are observed on the previous Friday, and those occurring on Sunday are observed on the following Monday.

Section 4.

In the event that an employee is on vacation leave during a day on which a holiday occurs, that day will not be charged against the employee's accrued sick leave or vacation time or other paid leave, and the employee will receive holiday pay. Employees will not be paid for holidays occurring during a leave of absence without pay or for a holiday consecutively preceding or following a day of unapproved absence.

Section 5.

Personal holidays may be used for religious holidays, child care, or any other personal uses at the discretion of the staff member.

Section 6.

Bargaining unit members may take personal holidays without advance approval, when taking a personal holiday would not interfere with the operations of the office and with the fulfillment of their job responsibilities. They are expected to exercise their discretion, and shall inform their Supervisors in advance.

Section 7.

All CLS offices will close at 12:00 noon on Christmas Eve and New Year's Eve. Section 3 of this Article shall not apply to these holidays.

Section 8.

If an employee is required to work on a holiday, they shall receive compensatory time or one and one half (1-1/2) times their regular rate. Approval to work on a holiday must be with the prior written authorization of the Employer.

ARTICLE XIV. VACATION

Section 1.

Employees shall be entitled each year to vacations with pay as follows:

Period of Continuous Employment	Amount of Paid Vacation
1 year	15 days
2 years	20 days
10 years	25 days

Period of Continuous Employment shall mean total years employed at CLS and not total years in a specific position.

Section 2.

- a) The employer shall determine vacation schedules taking into account the wishes of the employees and the needs of the Employer. Where this is a conflict in choice of vacation time among Employees, bargaining unit seniority shall prevail.
- b) Employees wishing to exercise their seniority in the scheduling of vacations during the period from the week of Memorial Day through the end of September must submit their vacation request no later than the first business day of March each year. The Employer shall not approve any vacation for this period prior to the final day of submission, and must act on all such requests in no more than seven (7) days. Where there is a conflict, the most senior employee(s) shall be granted vacation. Similarly, employees wishing to exercise their seniority in the scheduling of vacations during the period from the week of Thanksgiving through the week of New Years Day must submit their vacation request no later than September 15, or the first business day thereafter. The Employer shall not approve any vacation for this period prior to the final day of submission, and must act on all such requests in not more than seven (7) days. Where there is a conflict, the most senior employee(s) shall be granted vacation.

Section 3.

Vacation pay shall be based on the employee's regular pay.

Section 4.

Vacation leave will accrue at a rate per month equal to one-twelfth of the yearly entitlement. Such accrual shall continue during paid leave, but not during unpaid leave.

Section 5.

Employees may carry over no more than twenty (20) days of vacation leave into the following benefit year. All excess days are lost. "Benefit Year" shall mean the twelve (12) months from January 1 of each year. The parties agree that this change in language will not result in the loss of any accrued time by any member of the bargaining unit.

Section 6.

An employee who resigns shall give the employer advance notice equal to the initial annual vacation entitlement for their classification. An employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, the employee shall not be entitled to such payment, provided it was possible for the employee to have given such notice.

Section 7.

An employee who has been discharged or who has lost their seniority pursuant to the terms of the seniority provision of this Agreement, shall receive vacation pay accrued to date.

Section 8.

An employee who is ill for three (3) working days or more while on vacation may charge the sick days to sick leave instead of vacation leave. The Employer reserves the right to request a Doctor's excuse in order for an employee to receive sick leave for illness while on vacation.

Section 9.

- (a) Employees will be allowed to donate up to four (4) of their accrued vacation days to any other CLS bargaining unit employee(s), upon the request of another bargaining unit employee for use during approved parental leave, or approved Family and Medical Leave when the leave is parental in nature only. The donated vacation day(s) must be used within twelve (12) months of being donated. In no case will use or carryover of donated days be allowed beyond the twelve (12) month period. In addition, employees will be able to donate up to six (6) of their accrued sick days each year to another bargaining unit employee(s) upon the request of another bargaining unit employee for use during approved parental leave. No employee as a result of their donation of their accrued sick days shall have exhausted their available sick time.

- (b) In the event that CLS either adopts a policy or reaches an agreement with another bargaining unit that provides paid parental leave benefits different from those contained in this Agreement, any such benefits will replace those contained in this Agreement, and become effective as a term of this Agreement. In that event, the parties agree that they will work together to revise the existing provisions of this Agreement so that its paid parental leave terms are equivalent to those contained in the new policy or negotiated agreement.

ARTICLE XV. SICK AND MAJOR DISABILITY LEAVE

Section 1.

- a) The Employer provides two types of paid sick leave: annual sick leave and major disability sick leave. Annual sick leave may be taken when an individual is sick, injured or otherwise required to be absent from work for reasons of their own health, or for a doctor's or dentist's appointment.
- b) When sick leave has been exhausted, additional time missed for medical reasons will be credited to vacation leave, or other available leave of the employee's choice.

Alternatively, an employee may choose to apply for a leave of absence without pay, subject to the procedures and requirements specified in the section on leave of absence.

Section 2.

- a) All full-time employees are eligible for twelve (12) days paid sick leave for illness, injury or medical reasons as defined in Section 1. The full twelve (12) days becomes available each year on July 1. A new employee will accrue sick leave at the beginning of each month at the rate of one day per month during the probationary period and may use sick time as accumulated during that period, if necessary. Upon successful completion of probation, the employee shall be entitled to twelve (12) days less any days used during the probationary period. On July 1, immediately following the employee's completion of the probationary period, the employee shall receive twelve (12) days less the number of sick days used since the date the employee commenced working in excess of the number of months between the date on which the employee commenced working and that July 1.
- b) Six (6) days of sick leave may be accumulated in addition to the twelve (12) days available each year for a maximum of eighteen (18) days per year. Employees will not be paid for unused sick leave after date of termination.

- c) When an employee is unable to report to work, they must notify their office manager within one (1) hour of the start of normal working hours.
- d) The Employer reserves the right to require either a physician's certificate or employee affidavit, at the employee's option, where the Employer has reason to believe the employee is absent for reasons other than those defined in Section 1. Otherwise, a physician's certificate will be required when the employee has been absent for three (3) or more consecutive days due to illness.
- d) Up to two (2) consecutive days of sick leave may be used by an employee to care for or accompany a member of the employee's immediate family for medical treatment.

Section 3.

An employee on unpaid leave or layoff shall not earn sick leave under the provisions of this contract.

Section 4.

Pay for any day of sick leave shall be at the employee's regular pay on the date that the sick day was taken.

Section 5.

All permanent full-time employees are eligible for thirty (30) days major disability sick leave per year, except that no more than twenty-two (22) days of major disability sick leave shall be paid for any one period of consecutive absence. A "major disability" is defined as a major illness or injury which precludes the employee from performing their work and which lasts for a minimum of ten (10) consecutive work days. Some examples of "major disability" are injuries received in an automobile accident; medical operations; and disability due to pregnancy during the last month or at an earlier date if complications exist. "Major disability" does not include colds, flu or other common illnesses or diagnostic testing. Where major disability leave is granted, the whole of the absence up to twenty-two (22) days, including the first ten (10) days, will be covered by major disability leave.

Section 6.

Employees shall not be eligible for major disability sick leave for any period for which they received benefits under the Disability Insurance Plan or Workers' Compensation. Major disability leave benefits that are paid to an employee and are later paid by Workers' Compensation shall be reimbursed to the Employer at the time that Workers' Compensation benefits are received.

Section 7.

A doctor's certificate on a form to be provided by the Employer establishing the existence of the "major disability" must be submitted to the Employer for major disability coverage for each pay period or part thereof missed. The Employer reserves the right to require the employee to be examined by a physician of its choosing as a condition of eligibility.

Section 8.

An employee on unpaid leave shall not be entitled to major disability leave.

Section 9.

Pay for any day of major disability leave shall be at the employee's regular pay at the time of the disability. However, an employee on major disability sick leave shall be entitled to the salary which they would otherwise accrue under Article 6.

Section 10.

An employee shall not be required to exhaust regular sick leave before being entitled to major disability sick leave, but shall not receive both for the same day's absence.

Section 11.

If an employee's request for major disability leave is not approved, they will be given reasons in writing within five (5) days of submission of the medical report.

ARTICLE XVI. ON-THE-JOB INJURY

Section 1.

A workers' compensation disability is a work-related disability compensable under the workers' compensation laws of Pennsylvania which causes an employee to be absent from work for a minimum of seven (7) consecutive days.

Section 2.

When workers' compensation disability leave is granted, the employee shall to be paid from the first working day missed due to the disability up to a maximum of seven (7) days per year. These seven days will be first charged against the Employee's sick leave, as provided in Article XV, Section 2. At the time the employee is approved for workers' compensation benefits, the seven days will then be re-credited to the employee's sick leave entitlement.

Section 3.

A doctor's certificate establishing the existence of a disability lasting for a minimum of seven (7) consecutive days must be submitted to the Employer to qualify for workers' compensation disability leave.

Section 4.

An employee on unpaid leave or layoff shall not be entitled to workers' compensation disability leave.

Section 5.

Pay for any day of workers' compensation disability shall be at the employee's regular pay.

Section 6.

An employee shall not be required to exhaust regular sick leave before being entitled to workers' compensation disability leave, but shall not receive both for the same day's absence.

Section 7.

An employee who receives workers' compensation disability leave is required to sign over to the Employer that portion of the check they receive from the workers' compensation insurer which covers the time period for which the employee received workers' compensation disability leave.

Section 8.

The Employer shall furnish to the union the name of its Workmen's Compensation insurance carrier and policy number upon execution of this Agreement.

Section 9.

Employees may utilize accrued sick leave to supplement payment received by Workers' Compensation. In no event shall an employee receive pay greater than their regular rate of pay. The employee will be paid in accordance with CLS policy.

Section 10.

An employee may accrue vacation during the first two calendar months of absence due to a work-related disability compensable under the workers' compensation laws of Pennsylvania. Such accrued vacation may be used only after the employee has returned to work for thirty consecutive working days.

ARTICLE XVII. LEAVE

Employees after their probationary period shall be entitled to paid leave as follows:

Section 1.

- a) Upon written request to the Managing Attorney, Project Head or the equivalent, an employee who suffers a death in the immediate or chosen family is entitled to three (3) days paid family death leave. Chosen family for purposes of this Agreement is defined as any individual the employee identifies as having a close association with the employee that is equivalent to an immediate family relationship.
- b) Immediate family shall be defined as including the employee's child, parent, spouse, sibling, the child or parent of employee's spouse or domestic partner, grandchild, grandparent, including step-relations, domestic partners and spouse equivalents (and persons not listed above who have raised the employee as parents). .
- c) Such days must be taken within a reasonable time of the day of death or day of the funeral and may not be postponed. Proof of death and relationship may be required by the Employer.

Section 2.

All employees who have completed their probationary period and who are called (not volunteered) to serve as a juror will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on-call" jury time when employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Employer, and the Employer may request that the employee be excused or exempted from such jury duty, if in the opinion of the Employer, the employee's services are essential at the time of the proposed jury service.

Section 3.

Employees who are members of the National Guard or Reserves and are called for their annual two weeks active duty will be paid their regular pay less the amount of military pay earned for a maximum of ten (10) days per year. When an employee receives a copy of their orders to attend the annual two weeks active duty, they shall submit a copy of the orders with a request for paid military leave to the Employer. Proof of military pay for the two weeks active duty will be required prior to payment for paid military leave. However, Employees may receive full pay for the ten days active duty period if they agree to endorse their military pay check to the Employer and authorize a subsequent payroll deduction for that amount if they fail to so endorse their military check.

Section 4.

- a) Employees shall receive parental leave within the first year following: The birth of a child; placement of a foster child; adoption of a child; or placement of a legal ward for which the employee acts as a parent.
- b) An employee cannot receive parental leave more than once for the same child, but multiple employees can take parental leaves for the same child.
- c) Employees can take parental leave of up to six (6) months continuous leave of absence. Requests for leave going beyond six (6) months shall be approved at the discretion of the Executive Director.
- d) Any employee taking parental leave shall be entitled to twelve (12) weeks of paid leave, paid at their current pay rate, except that foster parents will only be entitled to paid leave for the length of time the child is in the home, up to twelve (12) weeks. This paid leave will run concurrent with approved FMLA leave. For the period of FMLA leave which is covered by the Employer's short term disability insurance, CLS will pay the remaining percentage of salary not covered by the insurance plan in order to allow the Employee to receive 100% rate of pay. The remaining leave beyond twelve (12) weeks will be unpaid, however, employees may use accrued vacation, personal and sick days, and donated vacation and sick days in Article 14, Section 9, to receive paid compensation during this time.
- e) Within the first year of eligibility for parental leave, employees will also be entitled to part time employment, and/or and adjustment in his/her hours.
- f) Requests shall be addressed to the Executive Director or his/her designee at least two (2) months before the planned date for the leave or adjustment of time. Such requests shall not be unreasonably denied. If the need for parental leave is not foreseeable, the employee must give notice of the need to their Supervisor and the Executive Director as soon as practical.
- g) Additionally, in the first year after a child's birth, placement of a foster child, adoption, or placement as a legal ward, a parent may use any unused sick time regardless of the parent's health. For the purpose of only this section, Employees may reach back to the previous benefit year and carry over up to six (6) sick days that were not carried over. Use of more than two (2) consecutive days of sick time or of ten (10) days of sick time in any thirty (30) day period under this subsection shall be subject to the approval of the appropriate Managing Attorney or Project Head. Such requests shall be made reasonably in advance of the use of such time and shall not be unreasonably denied.

Section 5. FMLA.

- a) In considering requests for leave, the Employer shall comply with the provisions of the Family and Medical Leave Act (“the FMLA”). Notwithstanding any other provision of this Agreement, an employee shall be permitted to substitute paid vacation, personal and/or sick leave for all or part of any (otherwise) unpaid FMLA leave. If an injury or illness otherwise qualifies for major disability leave, employees shall be permitted to substitute major disability Leave for all or part of any (otherwise) unpaid FMLA leave if the leave is taken because the employee has suffered an injury or illness covered by the FMLA. The Employer may require, to the extent permissible under the FMLA, that an employee use as part of any period of FMLA leave: (1) personal holidays; (2) vacation; and (3) sick leave; except that employees shall have the right to reserve two weeks of paid vacation, subject to Article XIV of this Agreement. Employees may qualify for leave under this provision for “spousal equivalents” who have filed an affidavit of spousal equivalency or who can demonstrate by other evidence that they meet the criteria contained in the affidavit of spousal equivalency.
- b) The twelve weeks of FMLA leave per year shall be measured backward from any date of an employee’s use of FMLA leave (a “rolling” 12 month period). No leave shall be counted against an employee’s 12-week FMLA entitlement unless the employee is notified by the Employer within 2 business days within acquiring knowledge that the leave is being taken for an FMLA-required reason, unless an exception set forth in 29 C.F.R. §825.208 is applicable.
- c) Beyond FMLA obligations, other leave will be provided as set forth in Sections 2 and 3, below. To the extent that any of the other sections of this Agreement are inconsistent with the FMLA, including circumstances that arise where an employee chooses to substitute paid leave for unpaid FMLA leave, the FMLA will control, except that any less stringent medical certification requirements in this Agreement will control.

Section 6. Unpaid Leave of Absence.

Leave of absence for any reason may be granted at the sole discretion of the Employer, where it would not create undue problems or inconvenience in the operations of CLS. Some examples of reasons which may be considered are medical reasons where the employee is not disabled, education, parenthood leave for more than six (6) months, public service or other good reason. Such leave will not ordinarily be granted an employee who has worked less than eighteen (18) months at CLS. Denial of a request for leave of absence under this section is not subject to arbitration.

Section 7.

Employees who are on unpaid leave are not eligible to receive pay for and do not accrue any of the following paid leave days: sick leave, major disability leave, family death

leave, jury and witness leave, administrative leave, bar leave or military leave, personal holidays, snow days and vacation.

Section 8.

Staff members returning from unpaid leave of absence will return with seniority and will be placed in the same or a comparable position to that held before leave, insofar as that is possible and appropriate to the aims and needs of CLS.

Section 9.

An employee absent for one week or longer without requesting leave or not returning within one week of the end of an approved leave period will be presumed to have resigned without notice as of their last day of work or of the approved leave.

- a) This provision in no way limits disciplinary action which may be taken with regard to employees absent without leave for less than one week.

ARTICLE XVIII. HEALTH AND WELFARE

Section 1. Health and Insurance

- a) United Medical Resources (UMR) is the third-party administrator for the Employer's health insurance plan, United Healthcare Choice Plus (Network) (1) High Deductible-Low Plan and (2) Traditional PPO-High Plan. Employer shall ensure coverage for gender affirming surgery and care.
- b) Employer shall offer optional, employee-paid dental insurance. Employer shall not make any contributions to such plan.
- c) Upon proof of alternative medical insurance coverage, employees will be given the option of eliminating their health insurance. In exchange for opting out of CLS's health plan, the Employer will pay the electing employee \$125.00 per month. Such election is irrevocable except for a Life Changing Event or during open enrollment.
- d) Notwithstanding Article 1, Section 5, employees working four (4) days per week (i.e., eighty percent (80%) time) shall be eligible for health insurance coverage on the same terms as full-time employees.

Section 2. Life Insurance and Long Term Disability Insurance

The Employer shall pay the full monthly premium for all full-time regular employees who qualify for coverage under the Group contract for these benefits between Community Legal Services, Inc. and Nationwide Employee Benefits Organization.

Section 3.

The Employer shall provide the Union with the policies presently in effect and with subsequent policies as they are received for the above health and welfare coverage's.

Section 4. Tax Deferred Annuity Plan

- a) As to all participating employees, the Employer agrees to cooperate in the preparation, completion and submission of all forms necessary for an employee to start, amend, or continue any tax deferred or tax sheltered annuity program (hereinafter "T.S.A.") of their choice. The Employer shall also make payroll deductions to that plan (e.g. pursuant to salary reduction agreements), as requested by the employee.
- b) The Employer shall provide to all participating employees at least twice monthly a T.S.A. contribution of one point five percent (1.5%) of the employee's salary. In addition, the Employer shall make a matching contribution to each employee's T.S.A. plan equaling thirteen percent (13%) of the employee's contribution. If the Employer is unable to make the contribution as specified in the above time frame, the Employer will notify the Union and two designated Bargaining Unit Representatives within two weeks of when the payment was scheduled to be made, unless the payment is made before the expiration of said two-week period.
- c) The contributions for employees at the beginning of their fourth year of service shall be two point five percent (2.5%), and for employees at the beginning of their tenth year shall be three point five percent (3.5%).

Section 5. Dependent Care Assistance

The employer shall provide employees with the option of participating in a dependent care assistance plan (hereinafter "DCA Plan"). Said DCA Plan shall be constructed in accordance with the requirements of the Internal Revenue Code including Sections 125 and 129.

The Employer and the Union shall each designate one (1) person to devise such a plan in an expeditious manner.

Section 6. Domestic Partners.

- a) In accordance with Independence Blue Cross requirements, the Employer shall request to add domestic partners to the group of enrollees and shall, in cooperation with the Union, furnish to Independence Blue Cross all paperwork necessary and take all actions necessary to add domestic partners to the plan. Compliance with Independence Blue Cross procedures does not alter provisions of the Agreement related to domestic partners in any way.

- b) The parties agree that the information required for domestic partner coverage is confidential. The Employer shall not use, reveal, disseminate or publicize this information to anyone, including CLS employees or agents, except as necessary to provide domestic partner coverage with the health insurance carriers unless waived in writing by the Employee. Any waiver may be revoked by the Employee.
- c) In the event that the health insurance provider of the employee's choice which covers the Employer's employees will not provide coverage to an employee's domestic partner, the Employer shall provide a "domestic partner reimbursement". Upon receiving an affidavit of spousal equivalency as set forth in section (I), and upon receiving proof that an employee's domestic partner has established health insurance coverage that is not provided by the domestic partner's employer, the Employer will reimburse the employee for their health insurance premium as set forth below.
- d) The amount of the "domestic partner" reimbursement shall be the differential between the Keystone Health Plan East premium for the employee's existing family status (single, employee and dependent) and the Keystone Health Plan East premium for the employee's new family status. Provided that, if the employee already is covered under a family plan, the "domestic partner" reimbursement shall be the differential between employee and dependent and family coverage. Domestic partnership reimbursement shall be paid monthly.
- e) In the event that none of the health insurance providers which cover the Employer's employees will provide coverage to domestic partners, the Employer agrees that it will meet with the Union and will take reasonable steps to obtain coverage through alternate insurance providers that will offer such coverage at comparable cost to the plans now offered.
- f) The Employer shall take all steps necessary to enroll each Employee for all health and welfare benefits immediately upon being hired, subject to the time limitations imposed by the Employer's insurance carrier.
- g) In order for an employee's domestic partner to obtain health and welfare benefits, the employee shall submit the affidavit found in Exhibit E.

ARTICLE XIX. DISCHARGE AND DISCIPLINE

Section 1.

- a) The Employer shall have the right to discharge, suspend or discipline any employee for just cause.
- b) Prior to any discharge, the Employer shall notify the employee in writing of such action and its reasons therefore.

Section 2.

Disputes regarding discipline shall be subject to the grievance and arbitration procedure hereinafter set forth, with grievances concerning discharge or suspension to be commenced in Step 2. Disputes under this Section concerning a notice to suspend with intent to discharge shall be taken up within five (5) days of receipt of such notice by the employee and the union delegate. In the absence of the union delegate, notice to the union representative shall be sufficient.

Section 3.

If the discharge of an employee results from conduct relating to a client, and the client does not appear at an arbitration hearing, the arbitrator shall not consider the failure of the client to appear as prejudicial. The term client for the purpose of this Agreement shall include those seeking representation as well as those actually represented by the Employer.

Section 4. Joint Labor/Management Committee.

The parties agree to establish a Joint Labor/Management Workplace Culture and Safety Committee consisting of four persons; two persons appointed by the Employer and two persons appointed by the Union. The Joint Labor/Management Workplace Culture and Safety Committee will meet monthly during the first six months of the contract and thereafter will mutually agree upon the frequency of such future meetings, or will meet upon request by either party, to promote a better understanding between CLS and the Union, to address issues concerning workplace safety, and to create a more harmonious work environment between employees covered by this Agreement and other CLS employees, including, but not limited to, management employees. This forum is not for the purpose of discussing grievances or addressing matters otherwise subject to the grievance and arbitration procedure set forth in this Agreement. The attendees and agenda of the meeting referred to herein will be established in advance by mutual agreement of the parties.

The parties recognize that the individual appointees attending each meeting may vary depending on the subject matter of the meeting. 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 Panel meeting.

ARTICLE XX. GRIEVANCE PROCEDURE

Section 1.

Definition: Any complaint or dispute between the parties concerning the interpretation, operation or application of this agreement, or concerning personnel policies shall constitute a grievance which shall be resolved according to the procedures outlined in this section.

Section 2.

Step One: The aggrieved employee and/or union delegate shall submit their grievance to their Managing Attorney, Project Head, or equivalent, in consultation with the Supervisor or equivalent, in writing within ten (10) business days of the date when the employee knows or should have known of the dispute. However, a grievance of a continuing nature, e.g., respecting assignment of duties or concerning salary scale, may be submitted in writing within ten (10) business days of any date when the grievable event occurred. At the request of the grievant and union delegate, the Managing Attorney, Project Head, or equivalent, in consultation with the Supervisor or equivalent, shall meet with the grievant to discuss the dispute. The Managing Attorney, Project Head, or equivalent, in consultation with the Supervisor or equivalent shall respond in writing within five (5) business days of submission of the grievance.

Section 3.

Step Two: If the grievance is not resolved at Step 1, then the grievance must be submitted in writing, signed by the grievant and any union delegate or officer, to the Executive Director or their designee within ten (10) business days of receipt of the Step 1 decision. A copy of the written grievance should be given to the Managing Attorney, Project Head, or equivalent whose decision is being appealed. The Executive Director or their designee shall respond in writing within ten (10) business days of submission of the grievance.

Section 4.

At Step 2, a hearing shall be held if requested by the employee in writing at the time of the invocation of that step. The hearing must be within the response period. The written decision must then be rendered within ten (10) business days of the hearing.

Section 5.

The hearings shall be informal and conducted in as expeditious a manner as possible, consistent with the grievant's right to make a full statement of their case.

Section 6.

The Employer and Union-agree that neither party will take disciplinary action against an employee for appearing as a witness or for testifying truthfully for or against a fellow employee at any hearing conducted pursuant to this agreement.

Section 7.

Grievances arising out of discharge or suspensions shall be initiated at Step 2 by submitting the grievance in writing to the Executive Director or their designee within ten (10) business days of the disciplinary action.

Section 8.

- a) Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.
- b) Any disposition of a grievance from which no appeal is taken within the time limit specified herein shall be deemed decided and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
- c) A grievance which affects a substantial number or class of employees, or concerns a discharge or suspension, and which the Employer representative designated in Step 1 lacks authority to resolve, may initially be presented at Step 2 by the Union representative.

Section 9.

This grievance procedure shall apply in lieu of any other grievance procedure established by the Employer.

ARTICLE XXI. ARBITRATION

Section 1.

A grievance as defined in Article 32, which has not been resolved thereunder, may, within thirty (30) business days after completion of the final step of such grievance procedure, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedure of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.

Section 2.

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

Section 3.

The award of the arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 4.

The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 1 of Article XXII. They shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

ARTICLE XXII. EFFECT OF LEGISLATION - 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 provision of this Agreement is in contravention of the laws and regulations of the United States or of the State of Pennsylvania, such provisions shall be superseded by the appropriate provision of such law or regulations, so long as the same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIII. NO STRIKE OR LOCKOUT

Section 1.

No employee shall engage in any strike or picketing, sit down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

Section 2.

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

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, picketing, sit down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union within twenty-four (24) hours of a request by the Employer shall:

- a) Publicly disavow such action by the employees;
- b) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
- d) Post notices at Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

Section 4.

An employee engaging in activity prohibited by this Article shall be subject to discharge, with recourse to the grievance and arbitration procedure only as to whether the employee did engage in such activity.

Section 5.

The Employer agrees that it will not lockout employees during the term of this Agreement.

Section 6.

In the event of an alleged or asserted breach of this Article, either the Employer or the Union may resort to courts with competent jurisdiction for relief.

ARTICLE XXIV. SCOPE OF BARGAINING

The Employer and the Union acknowledge and agree 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The terms of this Agreement shall constitute the full and complete agreement between the parties, notwithstanding any past practices, except those specifically referred to in Article XXVIII.

ARTICLE XXV. MANAGEMENT RIGHTS

The Employer shall at all times, except to the extent restricted or prohibited by the express and specific terms of this Agreement, have full control of matters relative to the management, personnel and conduct of its operation, including any of the rights, powers and authority that the Employer had prior to the signing of this Agreement, whether previously exercised or not. These rights, power and authority shall include the following, which are listed as examples only and are not meant to limit the effectiveness of this general statement of management rights: the Employer retains the sole right to hire, discipline or discharge for just cause, layoff, and promote, to determine or change the starting and 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 departments or classifications as operations may require; to establish new job classifications; to introduce new or improved methods or facilities; to organize, discontinue, enlarge or reduce a department, function or division of its operations; to carry out the ordinary and customary functions of management, whether or not possessed or exercised by the Employer prior to this Agreement.

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

The Employer shall have the right to subcontract all work heretofore subcontracted.

The Employer agrees to notify the Union in advance of and to discuss the need for any subcontracting which might result in layoffs of employees.

The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum client services. The Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE XXVI. MISCELLANEOUS

Section 1.

Employees shall be given a copy of any document placed in their personnel files and shall be entitled to submit in writing for the file a response noting their objection.

Section 2.

The following past practices shall continue:

- a) Clerical and paralegal meetings:
 - i. Two clerical representatives from each office may meet once a month.
 - ii. All paralegals, as long as offices are covered for staffing needs, may meet six times per year.
 - iii. Clerical and paralegal meetings shall not exceed two hours per meeting, and no union matters shall be discussed. Prior approval as to the time of the meeting must be obtained from the Deputy Director.
- b) The Employer shall continue to pay employees for accrued vacation pay in the pay check prior to the vacation, as long as the request for same is made sufficiently in advance to allow for normal processing of the check.
- c) Should the offices be closed by the Employer due to snow, those Employees who work on that day shall receive compensatory time for the time worked, and all Employees shall be paid for such days. If the office is closed for the entire day, all Employees scheduled to work will be paid at their regular rate of pay. Employees scheduled off for one day approved paid leave (i.e. vacation or personal) will only receive "snow pay" if they have rescinded their leave at least one (1) day prior to closing. If the office is closed for four (4) hours or less, only Employees who reported to work that day will be paid.
- d) Employees who attend out of town conferences with the approval of the Employer shall be reimbursed for properly submitted expenses as long as they do not exceed the applicable CLS per diem rate. Out of town expenses shall not exceed the cost had the

employee used a common carrier to travel to the conference. The Employer shall make reasonable efforts to reimburse employees for work related expenses no later than the pay period following the submission of the expenses.

Section 3.

Employees shall be reimbursed monthly for the cost of public transportation for intra-city travel required for their work. The Employer will reimburse employees at the then current federal mileage rate for each mile when using their private vehicle for approved work related purposes.

CLS will pay a one-time five-hundred dollar (\$500.00) bonus to frontline workers in recognition of their service during the pandemic and their continued in-office work.

Section 4.

A Union-Management Committee shall meet at least once per month to review and make recommendations on policy changes of the Employer which would effect the terms and conditions of employment of Employees covered by this agreement. Matters subject to the grievance procedure are not appropriate items for consideration for this committee. No more than one employee representative from each location shall be included on the committee.

Section 5.

The Union and Employer agree that within ninety (90) days after the effective date of this Agreement they shall be willing to meet and discuss the job descriptions of the Employees in the bargaining unit. It is understood that neither party shall be required to agree to any proposal regarding this subject, that such meeting shall not constitute negotiation of the job descriptions, and that job descriptions shall not be incorporated in this Agreement.

Section 6. Temporary Reassignment

In the event the temperature in an office falls below 62 or above 82 for one hour or more (unless authorized by law, etc.) at the beginning of the work day, the Employer shall either transfer the Employees in the office to another location and provide sufficient space, equipment, etc. or grant leave with pay for the remainder of the day if sufficient space, etc. is not available. Should the conditions continue the following work day, the employee may be transferred to other locations with sufficient space, etc. Decisions under this section are subject to the grievance, but not the arbitration provisions of this Agreement.

Section 7.

The Employer agrees to meet and discuss staffing levels of bargaining unit grades with the Union in the following instances:

- a) Prior to submission of the annual budget to the Board of Trustees of CLS for final approval or prior to seeking any amendment of staffing levels thereof; and

- b) Should (i) the total bargaining unit positions, Grades I-V inclusive, or (ii) the Paralegal - M.S.W. positions inclusive, decrease more than 10% from the approved budgeted level as set by the Board of Trustees of CLS, not due to promotions, but due solely to the Employer's decision not to fill these positions for the remainder of the fiscal year.

The Employer retains the sole authority to establish staffing levels and nothing herein shall be deemed to constitute a guarantee of numbers or levels of bargaining unit positions. This provision is not subject to the arbitration provisions of this contract.

Section 8.

CLS shall provide a safe and healthy environment for all of its employees. This provision shall be subject to grievance but not arbitration.

ARTICLE XXVII. PARTICIPATION IN BOARD ACTIVITIES

Section 1.

CLS recognizes a joint commitment with 1199C to the provision of quality legal services for CLS clients. It also acknowledges a joint commitment towards the growth and development of CLS as a dynamic, creative and effective advocate for the interests of poor people and as an institution standing for justice and understanding for and among all peoples. CLS also recognizes that 1199C members have considerable expertise frequently essential to wise decision making by the organization.

Section 2.

To these ends, CLS agrees to:

- a) The Union shall, upon request, be given a copy of all Board approved budgets, all final annual audits of CLS, all final monitoring reports, affirmative action reports, and the monthly fiscal report prepared for the Board of Trustees.
- b) CLS agrees that it will, upon request, allow 1199C reasonable time to make a presentation to the Board of Trustees or any Committee of the Board and to reasonably participate in the discussion of issues of concern to its membership.

ARTICLE XXVIII. WORKLOAD ASSESSMENTS

Section 1.

Any employee with case handling responsibilities who is covered by this agreement who believes their caseload exceeds that which they can handle during normal working hours in accordance with professional responsibility, or their job duties have deviated significantly from their job description, may request a caseload review and adjustment.

The Managing Attorney, Project Head, or equivalent, in consultation with the Direct Supervisor or equivalent, shall promptly conduct a caseload review and shall consider at a minimum the employee's:

- (a) job description,
- (b) experience level,
- (c) number of active open cases, and the employee's role as primary case handler or co-counsel on the cases,
- (d) number of community outreach requirements,
- (e) legislative/administrative advocacy work,
- (f) other responsibilities germane to the employee's job,
- (g) active group representation, and
- (h) any sudden increase in caseload due to circumstances beyond the employee's control.

Section 2.

The Managing Attorney, Project Head, or equivalent may then make an appropriate adjustment to the employee's workload, including, but not limited to, temporarily reducing or eliminating new intake, transferring cases or other work responsibilities to another employee, or increasing the amount of supervision or co-counseling provided the employee. Such an adjustment shall not be denied unreasonably.

Section 3.

When applicable, a caseload assessment under this Article will include an analysis of the policy and procedures set forth in the "CLS Staff Interpreter and Written Translation Services Policies and Procedures." The CLS Staff Interpreter and Written Translation Services Policies and Procedures attached and incorporated into this Agreement as Exhibit F.

Section 4.

Disputes under this provision shall be subject to the standing Supervision and Training Committee, which shall have exclusive authority to resolve the grievance.

Section 5.

For disputes that arise under this provision, the Supervision and Training Committee shall include one liaison appointed by the Union. Together with the liaison, the Supervision and Training Committee shall review the dispute and jointly make recommendations for resolution.

Section 6.

Notwithstanding any section of this Article XXX to the contrary, any employee without case handling responsibilities who believes their work responsibilities exceeds that which they can handle during normal working hours, or their job duties have deviated significantly from their job description, shall have the option to request a workload assessment from the Managing Attorney, Project Head, or equivalent. The Managing Attorney, Project Head, or equivalent may then make an appropriate adjustment to the employee's workload. Disputes under this Section 6 shall be subject to the standing Supervision and Training Committee, which shall have exclusive authority to resolve the grievance.

ARTICLE XXIX. EXTERNAL EMPLOYEE HIRE PROCEDURE

The Union and the Employer shall develop a joint procedure to determine the appropriate years of work experience to be credited to external employee hires for purposes of compliance with Article XI. The Union agrees that the joint procedure's outcomes and recommendations will not be subject to the grievance and arbitration process. Furthermore, the Employer retains the sole authority to determine the final compensation offer for years of work experience credited to the external hire.

ARTICLE XXX. SUPERVISION AND RIGHTS OF SUPERVISEE

Section 1.

The Employer recognizes that supervision of legal services staff is a fundamental element of its responsibility and of paramount importance to the provision of quality legal services to clients. The frequency and substance of appropriate supervision will vary depending on the needs of the supervisee and the supervisor's expertise.

Supervision shall include, unless inappropriate: periodic supervision meetings; reasonable feedback on written correspondence and other documents if requested; help in preparation for court and accompaniment to administrative hearings as needed; and opportunities to engage in advocacy projects and community education.

Section 2.

The Employer will develop appropriate methods to collect feedback from supervisees. The purpose of soliciting feedback is to identify areas where the supervisory relationship is or is not meeting the needs of supervisees. In situations where a supervisee believes that the supervisory relationship is not meeting their needs, a supervisee may request assistance in resolving the conflict from the Managing Attorney, Project Head, or equivalent, and/or the Director of Training and Professional Development. In working to resolve the conflict, the employer will give weight to the supervisee's preferred outcome where appropriate.

Section 3.

A new supervisee is a case handler with 0-3 years of experience.

In their first three years, CLS shall offer new supervisees:

- a) biweekly (every other week) supervision meetings;
- b) reasonable feedback on written correspondence and other documents based on the employee's skill level and experience;
- c) help in preparation for court and accompaniment to administrative hearings as needed;
- d) opportunity to provide support on advocacy projects based on the needs of the Unit and the employee's skill level and experience; and
- e) opportunity to conduct community education based on the needs of the Unit and the employee's skill level and experience.

All staff newly hired at CLS, shall have an assigned Supervisor ordinarily in the supervisee's primary location. The Supervisor and the Supervisee shall create a written supervision plan for the newly hired Supervisee within the first month of their employment at CLS.

The supervision plan should take into account the particular supervision needs and prior experience of the supervisee.

At least one month prior to the end of the supervisees first year, the Supervisor and Supervisee should formally discuss ways to support the supervisee's goals, strengths, interests and needs to better support for success at the organization

ARTICLE XXXI. WORK RULES

Section 1

Work rules shall be defined as rules affecting the exercise of job responsibility by bargaining unit members on a program-wide, office-wide or specialty-wide basis, including those which are created or changed in connection with a change in the structure of CLS.

Section 2

Work rules do not include matters covered by the Collective Bargaining Agreement, individual work assignments, policies adopted by the Board of Trustees, or rules and regulations issued by funding sources. However, with respect to policies adopted by the Board of Trustees, and rules and regulations issued by funding sources, the internal rules governing the manner of implementation of such policies or rules and regulations shall be deemed work rules, if they meet the definition contained in Section 1.

Section 3

Should the Employer wish to change a work rule or institute a new work rule, it must first give notice to the Union in writing of the proposed work rule and the reasons for its proposal. If the Union does not agree to the implementation of the change in work rules proposed by the Employer, the Union shall notify the Employer within ten (10) business days. The Employer shall thereupon negotiate in good faith with the Union for a period of ten (10) additional business days to resolve any objections by the Union to the implementation of the proposed change in work rule. If the Union does not notify the Employer in writing of its disagreement within the prescribed time, the Employer may implement the rule and Section 4 below shall not apply.

Section 4

If at the end of this period, the Employer and the Union have not come to an agreement about the proposed change in work rule, the Employer may implement said rule, and provisions of Article 24 of the Collective Bargaining Agreement, Sections 1 - 5 shall not apply to any action by the Union or any employee or response thereto by the Employer which is the direct, proximate and timely result of the change in work rule at issue.

TERMINATION

This Agreement shall become effective upon ratification, retroactive to 12:00 AM on May 16, 2022, and shall expire at 11:59 PM on May 15, 2025.

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


Peter Sidhu



Trustee

COMMUNITY LEGAL SERVICES, INC.

Cheryl-Lyn Bentley


Cheryl-Lyn Bentley (Aug 14, 2022 18:08 EDT)

Deputy Director of Operations
and Human Resources

EXHIBIT "A" DUES CHECK-OFF

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

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
1319 Locust Street, Philadelphia, PA 19107

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

Date _____, 20 _____

To: _____ (the Employer)

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 Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks 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. _____

Dept. _____ Signature _____

Address _____

Revised 9/00



EXHIBIT "B" CONSCIENTIOUS OBJECTOR CHECK-OFF

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 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, Pennsylvania 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 Arbitrator, arbitration fees, and the fees of 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 CHECK-OFF

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 _____

04/2013



Exhibit D Wage Scale

Column1	Receptionist		
Years of Service	2022	2023	2024
0	39,390	41,830	43,770
1	39,950	42,390	44,330
2	40,510	42,950	44,890
3	41,070	43,510	45,450
4	41,630	44,070	46,010
5	42,190	44,630	46,570
6	42,750	45,190	47,130
7	43,310	45,750	47,690
8	43,870	46,310	48,250
9	44,430	46,870	48,810
10	44,990	47,430	49,370
11	45,550	47,990	49,930
12	46,110	48,550	50,490
13	46,670	49,110	51,050
14	47,230	49,670	51,610
15	47,790	50,230	52,170
16	48,350	50,790	52,730
17	48,910	51,350	53,290
18	49,470	51,910	53,850
19	50,030	52,470	54,410
20	50,590	53,030	54,970
21	51,150	53,590	55,530
22	51,710	54,150	56,090
23	52,270	54,710	56,650
24	52,830	55,270	57,210
25	53,390	55,830	57,770
26	53,950	56,390	58,330
27	54,510	56,950	58,890
28	55,070	57,510	59,450
29	55,630	58,070	60,010
30	56,190	58,630	60,570
31	56,750	59,190	61,130
32	57,310	59,750	61,690
33	57,870	60,310	62,250
34	58,430	60,870	62,810
35	58,990	61,430	63,370
36	59,550	61,990	63,930
37	60,110	62,550	64,490
38	60,670	63,110	65,050
39	61,230	63,670	65,610
40	61,790	64,230	66,170
41	62,350	64,790	66,730
42	62,910	65,350	67,290
43	63,470	65,910	67,850
44	64,030	66,470	68,410
45	64,590	67,030	68,970
46	65,150	67,590	69,530
47	65,710	68,150	70,090
48	66,270	68,710	70,650
49	66,830	69,270	71,210
50	67,390	69,830	71,770

Paralegal/ Peer Advocate		
2022	2023	2024
41,990	44,230	45,970
42,750	44,990	46,730
43,510	45,750	47,490
44,270	46,510	48,250
45,030	47,270	49,010
45,790	48,030	49,770
46,550	48,790	50,530
47,310	49,550	51,290
48,070	50,310	52,050
48,830	51,070	52,810
49,590	51,830	53,570
50,350	52,590	54,330
51,110	53,350	55,090
51,870	54,110	55,850
52,630	54,870	56,610
53,390	55,630	57,370
54,150	56,390	58,130
54,910	57,150	58,890
55,670	57,910	59,650
56,430	58,670	60,410
57,190	59,430	61,170
57,950	60,190	61,930
58,710	60,950	62,690
59,470	61,710	63,450
60,230	62,470	64,210
60,990	63,230	64,970
61,750	63,990	65,730
62,510	64,750	66,490
63,270	65,510	67,250
64,030	66,270	68,010
64,790	67,030	68,770
65,550	67,790	69,530
66,310	68,550	70,290
67,070	69,310	71,050
67,830	70,070	71,810
68,590	70,830	72,570
69,350	71,590	73,330
70,110	72,350	74,090
70,870	73,110	74,850
71,630	73,870	75,610
72,390	74,630	76,370
73,150	75,390	77,130
73,910	76,150	77,890
74,670	76,910	78,650
75,430	77,670	79,410
76,190	78,430	80,170
76,950	79,190	80,930
77,710	79,950	81,690
78,470	80,710	82,450
79,230	81,470	83,210
79,990	82,230	83,970

8/4/2022

Exhibit D Wage Scale

Column1		Social Worker					Tech As./Lead Op./Admin Coordinator/Secretary		
Years of Service		2022	2023	2024			2022	2023	2024
-		53,440	56,680	58,920			41,460	43,870	45,780
1		54,200	57,440	59,680			42,050	44,460	46,370
2		54,960	58,200	60,440			42,640	45,050	46,960
3		55,720	58,960	61,200			43,230	45,640	47,550
4		56,480	59,720	61,960			43,820	46,230	48,140
5		58,740	61,980	64,220			44,410	46,820	48,730
6		59,500	62,740	64,980			45,000	47,410	49,320
7		60,260	63,500	65,740			45,590	48,000	49,910
8		61,020	64,260	66,500			46,180	48,590	50,500
9		61,780	65,020	67,260			46,770	49,180	51,090
10		62,540	65,780	68,020			47,360	49,770	51,680
11		63,300	66,540	68,780			47,950	50,360	52,270
12		64,060	67,300	69,540			48,540	50,950	52,860
13		64,820	68,060	70,300			49,130	51,540	53,450
14		65,580	68,820	71,060			49,720	52,130	54,040
15		66,340	69,580	71,820			50,310	52,720	54,630
16		67,100	70,340	72,580			50,900	53,310	55,220
17		67,860	71,100	73,340			51,490	53,900	55,810
18		68,620	71,860	74,100			52,080	54,490	56,400
19		69,380	72,620	74,860			52,670	55,080	56,990
20		70,140	73,380	75,620			53,260	55,670	57,580
21		70,900	74,140	76,380			53,850	56,260	58,170
22		71,660	74,900	77,140			54,440	56,850	58,760
23		72,420	75,660	77,900			55,030	57,440	59,350
24		73,180	76,420	78,660			55,620	58,030	59,940
25		73,940	77,180	79,420			56,210	58,620	60,530
26		74,700	77,940	80,180			56,800	59,210	61,120
27		75,460	78,700	80,940			57,390	59,800	61,710
28		76,220	79,460	81,700			57,980	60,390	62,300
29		76,980	80,220	82,460			58,570	60,980	62,890
30		77,740	80,980	83,220			59,160	61,570	63,480
31		78,500	81,740	83,980			59,750	62,160	64,070
32		79,260	82,500	84,740			60,340	62,750	64,660
33		80,020	83,260	85,500			60,930	63,340	65,250
34		80,780	84,020	86,260			61,520	63,930	65,840
35		81,540	84,780	87,020			62,110	64,520	66,430
36		82,300	85,540	87,780			62,700	65,110	67,020
37		83,060	86,300	88,540			63,290	65,700	67,610
38		83,820	87,060	89,300			63,880	66,290	68,200
39		84,580	87,820	90,060			64,470	66,880	68,790
40		85,340	88,580	90,820			65,060	67,470	69,380
41		86,100	89,340	91,580			65,650	68,060	69,970
42		86,860	90,100	92,340			66,240	68,650	70,560
43		87,620	90,860	93,100			66,830	69,240	71,150
44		88,380	91,620	93,860			67,420	69,830	71,740
45		89,140	92,380	94,620			68,010	70,420	72,330
46		89,900	93,140	95,380			68,600	71,010	72,920
47		90,660	93,900	96,140			69,190	71,600	73,510
48		91,420	94,660	96,900			69,780	72,190	74,100
49		92,180	95,420	97,660			70,370	72,780	74,690
50		92,940	96,180	98,420			70,960	73,370	75,280

Dr. 6/6/2012

EXHIBIT “E” DOMESTIC PARTNER DECLARATION

Community Legal Services, Inc. Domestic Partner Declaration

We, the undersigned, each represent that we have assumed legal responsibility for each other’s common welfare and financial obligations; and that by the execution of this Declaration of Domestic Partner Status form, we are declaring a legally binding relationship with each other to the extent permitted by law. We further represent that:

1. Each of us is presently unmarried, at least (18) eighteen years of age, and legally competent to enter into a spousal relationship;
2. We are unrelated to each other by blood or adoption;
3. Each is the sole Domestic Partner of the other partner, with whom we have maintained a close committed and exclusive personal relationship, and have been a member of this Domestic Partnership for at least six (6) months;
4. We agree to be jointly responsible for the common welfare and basic living expenses of each other as demonstrated by three (3) or more of the following documents (check the appropriate boxes), copies of which are submitted herewith:
 - ☐ Domestic Partnership agreement;
 - ☐ Joint mortgage, lease or deed for the primary residence of the domestic partnership;
 - ☐ Reciprocal wills;
 - ☐ Reciprocal durable powers-of-attorney;
 - ☐ Reciprocal medical powers-of-attorney;
 - ☐ Joint ownership of an automobile;
 - ☐ Joint checking or savings account; and
 - ☐ Joint credit account.
5. We agree and understand that we will meet the requirements of any applicable federal, state, or local laws or ordinances for Domestic Partnerships.

We understand that as Domestic Partners, we are subject to the same window period governing all other employees who are covered by or applying for benefit plan coverage.

We agree to notify Community Legal Services if there is any change in our status as Domestic Partners.

We have provided the information in this Declaration of Domestic Partner Status form for use by Community Legal Services for the sole purpose of determining our eligibility for insurance benefits under the IBC Domestic Partner endorsement. We agree to furnish any additional information requested by IBC to demonstrate our financial interdependence or to evaluate the current status of our Domestic Partner relationship.

Employee Name (please print)

Domestic Partner Name (please print)

Employee Signature

Domestic Partner Signature

Date Signed

Requested Coverage Effective Date

Sworn and subscribed before me under penalty of perjury in the Commonwealth of Pennsylvania, this

_____ day of _____, 20____

Notary Public

Sideletter 1

Early Retirement Incentive

Expiration September 30, 2013

An employee who is at least 60 years of age shall be eligible for the Employer's Early Retirement Incentive. Under the Early Retirement Incentive, an employee will receive a cash lump sum payment equivalent to \$500 for every year of credited service up to a maximum of \$15,000 and paid healthcare benefits for three (3) months. An eligible employee shall have until July 31, 2013 to elect the Early Retirement Incentive and must retire by September 30, 2013. The Early Retirement Incentive will expire on September 30, 2013.

Amendment to Sideletter 1 (July 2013)

Early Retirement Incentive

Expiration December 31, 2013

An employee who is at least 60 years of age shall be eligible for the Employer's Early Retirement Incentive. Under the Early Retirement Incentive, an employee will receive a cash lump sum payment equivalent to \$500 for every year of credited service up to a maximum of \$15,000 and paid healthcare benefits for three (3) months.

An employee can elect to have severance benefits paid out over an extended period of time (up to 6 months through the end of June 2014) in lieu of a lump sum payment. Also an employee can opt for cash payment of health care premiums in lieu of continuing coverage for health care.

An eligible employee shall have until August 30, 2013 to elect the Early Retirement Incentive and must retire by December 31, 2013. The Early Retirement Incentive will expire on December 31, 2013.

Sideletter 2

Healthcare Committee

The Union agrees to join a Healthcare Committee with the Employer. The purpose of the committee is identify ways to find health care savings. The Union agrees to join this committee with the goal of finding cost savings and identifying and investigating options. The Union and Employer are committed to working collaboratively and in good faith. The work of the committee will be shared with the Union and no changes will be made to the health care plans with Employer without approval from the Union.










District 1199C (CLS) Tentative Agreement Incorporating 2022 Changes FINAL CLEAN 8-12-2022

Final Audit Report

2022-08-14

Created:	2022-08-12
By:	Kathleen Bichner (KBichner@odonoghuelaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM7Y58UXfPYUfLCiZIIpSc9yojQ-9PAZi

"District 1199C (CLS) Tentative Agreement Incorporating 2022 Changes FINAL CLEAN 8-12-2022" History

-  Document created by Kathleen Bichner (KBichner@odonoghuelaw.com)
2022-08-12 - 6:24:45 PM GMT- IP address: 108.16.228.192
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Signature Date: 2022-08-12 - 8:00:17 PM GMT - Time Source: server- IP address: 23.242.19.235
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-  Signer cbentley@clsphila.org entered name at signing as Cheryl-Lyn Bentley
2022-08-14 - 10:08:33 PM GMT- IP address: 73.141.30.104
-  Document e-signed by Cheryl-Lyn Bentley (cbentley@clsphila.org)
Signature Date: 2022-08-14 - 10:08:34 PM GMT - Time Source: server- IP address: 73.141.30.104
-  Agreement completed.
2022-08-14 - 10:08:34 PM GMT