

BARGAINING UNIT AGREEMENT

BETWEEN

NORTHWESTERN WOODHAVEN CENTER

AND

LOCAL 1723, DISTRICT COUNCIL # 47 of AFSCME, AFL-CIO

July 1, 2005 through June 30, 2008

PREAMBLE

This Agreement, entered into by LOCAL 1723, DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the “Union” or “bargaining unit”, and NORTHWESTERN WOODHAVEN, INC. herein referred to as “The Center” or “The Employer”, has as its purpose the promotion of harmonious relation between the Union and The Center; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RECOGNITION

Section 1

A. The Center recognizes the Union as the sole and exclusive collective bargaining representative of the Employees (Administrative Assistants) in the bargaining unit certified by the National Labor Relations Board.

B. The bargaining unit shall consist of all full-time Employees, and all regular part-time Employees who are hired to work twenty (20) or more hours per week but less than forty (40) hours per week, and excluding supervisors, first level supervisors, and confidential employees.

C. This Agreement shall not apply to (i) temporary Employees, (ii) students and (iii) part-time employees hired to work less than 20 hours per week. A temporary Employee is defined as one who is hired for a period of up to three (3) months and is so informed at the time of hire, or who is hired for a special project, or to replace an Employee on leave or vacation. The said three month period may be extended up to an additional four month period or for the length of leave of the Employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. Students excluded by this Agreement shall include those working through the student help program and the College Work-Study Program.

Section 2

Whenever the word “Employee” is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement as defined in Section 1.

Section 3

At the time a new Employee subject to this Agreement completes his probationary period, The Center shall deliver to said Employee a copy of the collective bargaining Agreement. The cost of publishing such copies of this Agreement shall be borne equally by The Center and the Union.

Section 4

Part-time Employees are defined as those Employees who are hired to work more than twenty (20) hours per week but less than forty (40) hours per week.

Section 5

It is understood that whenever this Agreement, Employees or jobs are referred to in the masculine gender, it shall be recognized as referring to both male and female Employees.

Section 6

All full-time Employees shall receive all fringe benefits. A part-time Employee who is hired to work more than thirty (30) hours per week (but less than full-time) shall receive full medical benefits, as well as vacation, sick-time, and personal time benefits on a pro-rata basis. Employees who are hired to work twenty (20) hours or more per week but less than thirty (30) shall receive only vacation and sick time benefits on a pro rata basis. Holiday benefits are provided to part-time employees hired to work twenty (20) hours or more per week if the holiday falls on a day the Employee is scheduled to work. These employees receive holiday benefits for the number of hours the Employee is scheduled to work on the holiday. Employees who are hired to work less than twenty (20) hours per week receive no benefits.

ARTICLE II

MAINTENANCE OF MEMBERSHIP

Section 1

All Employees on the active payroll as of the date of this Agreement who are members of the Union shall maintain their membership in the Union in good standing as a condition of Employment.

Section 2

All other Employees on the active payroll as of the date of this Agreement may become members of the Union at any time. If they do, the Union shall prove their membership by appropriate documents, and therefore, those Employees shall maintain membership in the Union in good standing as a condition of employment. All Employees on the active payroll as of the effective date of this agreement who are not members of the Union shall become members of the Union on or before December 1, 1995 and shall therefore maintain membership in the Union in good standing as a condition of employment.

Section 3

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

Section 4

For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if the Employee tenders periodic dues and initiation fees uniformly required as a condition of membership.

Section 5

Subject to the Grievance Procedure provisions of the Agreement, an Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following a written demand from the Union requesting the Employee's discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

Section 6

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and all other costs (including reasonable attorney fees), and forms of liability that may arise out of any action taken or not taken by the Employer in the implementation of this Article.

Section 7

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona-fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and Employer, shall not be required to join and remain a member of the Union as a condition of employment.

Such employees shall be required, as a condition of employment, to remit to 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, a monthly sum equal to the initiation fee and regular dues of the Union 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 and are remitted by the Employer to the charity designated by the Employee for the list above.

ARTICLE III

CHECK-OFF

Section 1

Upon receipt of a written authorization from an Employee, The Center shall pursuant to such authorization, deduct from the wages due said Employee each month and remit to the Union regular dues, as fixed by the Union. Any initiation fees valid under Article II shall be deducted under this Section.

Section 2

The Center shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the

check-off authorization in accordance with its terms or with applicable law. This provision, however, shall not relieve any union members of the obligation to make the required dues payment pursuant to the Union constitution.

Section 3

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

Section 4

Each month, The Center shall remit to the Union deductions made from the wages of Employees for the preceding month, together with a list of all Employees from whom deductions have been made and their social security numbers.

Section 5

The Union shall indemnify and save The Center harmless from any claims, suits, judgements, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

ARTICLE IV

NO DISCRIMINATION

Neither The Center nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, age, Union membership or non-membership, marital status, handicap, or sexual orientation.

ARTICLE V

MANAGEMENT RIGHTS

Section 1

The Management of The Center and the direction of the work force is vested exclusively with the Employer. Except as modified by this Agreement, Employer retains the sole right to plan, direct, and

control all duties and functions performed by Employees, the right to hire, discipline or discharge for just cause, lay-off, promote, transfer and assign its Employees; the right to establish, revise, maintain and enforce reasonable work standards and schedules; to determine or change the starting and quitting time and number of hours work; to promulgate work rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce the staffing patterns; to assign, transfer, promote or relieve Employees to other departments within the agency as operations may require; to introduce new or improved facilities or programs and/or methods of operation; to determine the programmatic direction of the agency; to carry out the ordinary and customary functions of management; and to determine the qualifications of Employees. This section will not be used for the purpose of discriminating against any Employee on account of membership in the Union, except as may be allowed by law and this Agreement.

Section 2

The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum client care.

Section 3

There shall be no individual agreements between the Employer and the Employees.

ARTICLE VI

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1

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

Section 2

Representatives of the Union, after receiving permission of the Assistant Vice President/ Director or his designee, which permission shall not be unreasonably withheld, shall have reasonable access to The Center's premises for the purpose of administering this Agreement.

Section 3

The Center shall provide bulletin boards which may be used by the Union for the purpose of posting only Union notices. Such bulletin boards shall be conspicuously located and at places readily accessible to the Employees' place of work.

Section 4

Stewards shall be given reasonable opportunity to investigate grievances and otherwise carry out Union business pertaining to their departments. In every instance a Steward shall first secure the permission of his or her immediate supervisor before temporarily leaving his or her workstation.

In the event a Steward must go into another department because no Steward is available in that department, the Steward must also secure the permission of the supervisor in the second department.

Section 5

The work schedules of Employees who are elected Officers and Stewards shall be adjusted as far as practical to permit attendance at meetings, conferences, and conventions requested by the Union provided that The Center's operations shall not be impaired. The Union shall give reasonable notice to The Center and the names of those to attend.

ARTICLE VII

PROBATIONARY EMPLOYEES

New employees will serve a 3-month probationary period. During this probationary period NHS may counsel, correct, corrective action, or discharge said employee as an "At-Will Employee". There will be no requirement to follow a just cause or progressive disciplinary standard for these probationary employees. NHS will provide written notice to AFSCME District Council 47 and the Employee if a 3-month extension is required for an employee. This notice will occur at least 15 days prior to the end of the 3-month period.

If an employee is absent for any reason during the probationary period in excess of a total of five workdays then the number of hours of absence will be added to the probationary period without prior notice.

ARTICLE VIII

SENIORITY

Section 1

Employee bargaining unit seniority is defined as the total length of time an Employee has been continuously employed by the Employer or the previous employer, whichever is greater. Employees who are hired on the same date will be carried on the seniority list alphabetically by last name.

Section 2

(a) An Employee's seniority shall commence after the completion of his/her initial Probationary Period and shall be retroactive to his/her most recent date of hire. Temporary Employees shall not accrue seniority during the time he/she occupies the position of temporary employee. However, should such temporary employee become a full-time or part-time regular Employee, his/her seniority shall begin on the date of hire and the actual time worked during his/her Probationary Period shall be counted for seniority.

(b) Seniority shall accrue:

1. During an authorized leave of absence with pay.
2. During an authorized leave of absence without pay because of personal illness or accident for a period of time not to exceed the lesser of six months or an Employee's length of service.
3. During military service as provided by federal law.

(c) An Employee will not accrue, but will not lose seniority:

1. During any other authorized leave of absence without pay.
2. During a lay-off not in excess of the lesser of twelve months or the length of the Employee's service within the bargaining unit since his/her last date of hire.

(d) Part-time regular Employees accrue seniority based on actual time worked. If a part-time regular Employee has accumulated more full-time equivalent seniority than a full-time

Employee has, the part-time Employee shall be considered to have greater seniority as it applies to the terms of this Agreement.

Section 3

An Employee shall suffer loss of seniority for the following reasons:

- (a) Discharge for cause, resignation or retirement;
- (b) Exceeds an authorized leave of absence;
- (c) An absence from work for two (2) consecutive workdays without notice or permission shall be deemed a voluntary resignation.
- (d) Failure to report for work within forty-eight (48) hours following recall from lay-off after the Employee received notification by mail to so return by Employer and Union received similar notification by first class mail. Employer agrees to give Employee and Union at least seven (7) days prior notice before recall. However, if the Employee notifies Employer within this seven (7) day period and/or one (1) additional calendar day that he/she is not immediately available for work, he/she shall be retained on such list for a period of fifteen (15) calendar days. Employer may at its sole discretion grant an extension. Employer agrees to notify the Union of such extension and the reasons for same;
- (e) Lay-off in excess of twelve (12) months since the Employee's last day worked for Employer, or for a period equal to the length of the Employee's seniority, which is less;
- (f) Failure to return to work following a disciplinary suspension without proper notification;
- (g) Employee obtains gainful employment by another employer without notice to and approval from the Employer during a leave of absence, except for military duty.

Section 4

Employer shall provide Union with a seniority list June 1 and December 1 of each year.

ARTICLE IX

LAYOFFS, RECALL AND POSTING

Section 1

A lay-off shall be determined by the Employer when the agency decides to eliminate a position or when it becomes necessary to reduce the Employer's overall work force.

Section 2

Employer shall lay off Employees based on seniority. Before making any lay-off, Employer will eliminate all temporary and all Probationary Employees. The Employer will not use pool employees to fill positions that have been laid off. Employees who are laid off may accept the lay-off or exercise one of the bumping options listed below, it being understood that an Employee who bumps must be qualified to perform the position he/she seeks to fill. Bumping options are available in the following order:

- (a) Accept any vacant position with the bargaining unit, together with the work schedule for that position;
- (b) Bump the Employee in the bargaining unit with the least seniority. If the Employee exercising bumping rights is not qualified to work the position held by the Employee with the least seniority, then the bumping Employee may bump the next Employee in the bargaining unit with the least seniority.
- (c) Be laid off.
- (d) Officers and stewards, as long as they hold office, shall be the last to be laid off and the first to be recalled, regardless of their bargaining unit seniority. Officers shall be laid off after stewards in their department regardless of seniority, in the following order: Chief Steward, then Recording Secretary, then Treasurer, then Vice President, then President. Officers and Shop Stewards of the Union under this Agreement shall be given this additional, special, and super-seniority for the purpose of lay-off and/or recall only. They shall receive no additional, special, or super-seniority rights for any other matter.

Section 3

In the event an Employee is laid off, he/she shall receive full payment for accrued earned, but unused vacation time.

Section 4

All Employees shall be given thirty (30) days notice of lay-off.

Section 5

Recall from lay-off

- (a) Whenever a vacancy occurs in the bargaining unit, employees in the bargaining unit shall be recalled in the inverse order of their lay-off, with the maximum time limitation of twelve (12) months.
- (b) When probationary employees or temporary employees are laid off, they shall have no recall rights.

Section 6

Posting

- (a) The posting procedure shall be used to fill non-temporary job openings on all shifts. Employer will post such openings on the bulletin boards and such openings shall remain posted for four (4) days. Postings will include the name of the work site and the shift for each opening.
- (b) All bids shall be submitted by in person and in writing to the Human Resources Office. Probationary Employees shall be eligible to bid, however, they will not be given consideration until after all non-probationary candidates who have submitted bids are considered.
- (c) A bidder shall be awarded the opening on the following basis:
 - 1. First by ability and skill to perform job and satisfactory work record.
 - 2. Second on the basis of seniority.
 - 3. Third by approval of immediate supervisor.

- (d) A vacancy created by a successful bidder for an initial posting shall also be posted. Additional vacancies created by bidding shall not be posted.
- (e) A successful bidder shall have thirty (30) calendar days to prove he/she can perform in the new position satisfactorily and/or to elect to return to his/her former position if open, or bump onto the former shift on the basis of bargaining unit seniority.
- (f) The hiring supervisor shall determine the Employee's acceptability by the end of thirty (30) days.
- (g) If an Employee who has accepted a position is disqualified, he/she shall return to his/her former position if open, or bump into a former position on the basis of bargaining unit seniority.
- (h) If an Employee bids out of his/her department within the bargaining unit, the applicable probationary period for the position shall apply.
- (i) An Employee shall be limited to one (1) successful promotional bid and one (1) successful lateral bid every six (6) months, except that an Employee who elects to disqualify himself/herself from a successful bid shall not be eligible for further bidding, either promotional or lateral (depending on the type of bid for which disqualified), for six (6) months thereafter.
- (j) Employee shall retain the right to make temporary reassignments when necessary for the proper operation of The Center.
- (k) When an Employee is promoted out of the bargaining unit, said Employee shall be on a three (3) month probationary period during which he/she shall not lose his/her seniority within the bargaining unit. If he/she returns to the bargaining unit before the end of his/her probationary period, he/she shall resume his/her seniority as of the day he/she was promoted. If he/she does not return, he/she shall lose all seniority as a bargaining unit Employee.

ARTICLE X
RATES OF PAY

Section 1

Retroactive to July 1, 2005 through June 30, 2006, all employees who have completed probation as of the date of ratification will receive a one-time non recurring payment equal to a 2% based on the employee's hourly rate.

Effective July 1, 2006 through ratification, 2% across the board increase for employees who have completed probation as of ratification as a one-time non recurring payment. As additional employees complete probation they will receive a 2% increase effective date probation is ended.

Effective Date of Ratification, Employees who have completed probation, will receive a 2% across the board increase.

Section 2

Effective July 1, 2007, Employees who have completed probation, will receive a 2% across-the-board increase.

Section 3

The following wage structure will be effective:

	Probation Rate 7/1/2003	Job Rate 7/1/2003	Senior Rate 7/1/2003	Probation Rate 7/1/2004	Job Rate 7/1/2004	Senior Rate 7/1/2004
Administrative Asst I	12.607	12.858	13.394	12.859	13.115	13.607
Administrative Asst II	14.108	14.390	14.926	14.390	14.678	15.200
Administrative Asst III	15.608	15.920	16.456	15.920	16.238	16.700
	Probation Rate 7/1/2006	Job Rate 7/1/2006	Senior Rate 7/1/2006	Probation Rate 10/26/2006	Job Rate 10/26/2006	Senior Rate 10/26/2006
Administrative Asst I	13.116	13.377	13.935	13.379	13.645	14.200
Administrative Asst II	14.678	14.971	15.529	14.972	15.271	15.800
Administrative Asst III	16.239	16.563	17.121	16.563	16.894	17.400

	Probation Rate	Job Rate	Senior Rate
	7/1/2007	7/1/2007	7/1/2007
Administrative Assistant I	13.646	13.918	14.498
Administrative Assistant II	15.271	15.576	16.156
Administrative Assistant III	16.895	17.232	17.813

Section 6

Employees will move to the job rate after successfully completing the six- (6) month performance probationary period.

Section 7

Employees with fifteen (15) years of service will receive a Senior Rate of \$0.50 per hour.

ARTICLE OF XI

HOURS OF WORK

Section 1

- (a) The regular workweek for all full-time Employees shall be thirty-five (35) hours. Hours in excess of forty (40) in one week will be considered as overtime and will be compensated accordingly.
- (b) Employees shall be required to work a reasonable amount of overtime when assigned by The Center.
- (c) Where obligated by applicable law, Employees shall be paid one and one-half times the regular rate of pay for all authorized time worked in excess of forty (40) hours per week. Where The Center is not obligated by law to pay overtime pay, then at the discretion of the supervisor may utilize flexible scheduling. "Time off". Time off may be granted for all hours

scheduled and worked beyond the regular workweek. Time off must be scheduled and taken within the same pay period in which the excess hours were worked.

Section 2

The workweek shall commence at 12:01 a.m. Sunday and shall end 11:59 p.m. Saturday.

Section 3

An Employee temporarily assigned to a higher paying position or classification shall be compensated at the higher rate of pay retroactive to the first day once they have completed three (3) consecutive working days in the higher paying position.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

Any grievance which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be resolved in the following manner:

Step 1. An Employee having a grievance and his/her Shop Steward, if the grievant so desires, shall discuss it with his/her immediate supervisor within five (5) working days after it arose or should have been known to the Employee. Employer shall give its response through the supervisor to the Employee and his/her Union Steward if present, within five (5) working days after the presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing on grievance forms provided by Employer (which shall be assigned a number by the Human Resources Department, signed by the grievant and his/her Union representative, and presented to the Department Head and the Human Resources Department. A grievance so presented in Step 2 shall be answered in writing by the Department Head within (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Human Resources Department which shall hold a hearing within five (5) days and shall thereafter render a decision in writing within five (5) days. The scheduling of hearings will be reasonably and promptly arranged between Union and Employer.

Step 4. If the grievance is not settled in Step 3, the grievance may, within five (5) working days after the answer in Step 3, be presented in Step 4. A grievance shall be presented in this step to the Director of Woodhaven Center or his/her designee. The grievance shall be discussed between the Representative of District Council 47 (or his/her designated representative) and the Director of Woodhaven Center (or his/her designated representative) at a reasonable and prompt time mutually agreed upon. The party to whom the grievance is directed must state their position relative to the grievance in writing to the other party within ten (10) days from such meeting. The party receiving such written statement shall mail a response to it within thirty (30) days of its receipt. Notations of Employer's decision and the disposition of the case shall be entered on a grievance form or in a letter and signed by the Director of Woodhaven Center (or his/her designated representative) and a copy presented to the Union.

If the grievance is not satisfactorily steeled within the time limits specified following the holding of the Step 4 hearing it may be appealed to arbitration. Grievances appealed to arbitration shall be presented in writing to the American Arbitration Association within thirty (30) days from the date of such hearing or receipt of written response, whichever is the later, and a copy shall be presented at the same time to the other party.

Section 2

Failure on the part of Employer to answer a grievance at any step shall be deemed as denied by the Employer, and the Union may proceed to the next step.

Section 3

An Employee who has been suspended or discharged, or the Union on his/her behalf, may file a Step 4 grievance in writing to the Director of Woddhaven Center within five (5) business days of the suspension or discharge. Any prior written warnings applicable to the Employee shall be mailed to the Union by Employer within five (5) days after the Employee is notified of his/her discharge.

Section 4

The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of an arbitrator, by agreement between the Employer and the Union, shall be final and binding upon the Union, Employer, Employee(s), or persons who are involved or affected thereby. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 5

If the discharge, discipline, or suspension of any Employee results from conduct related to a client, and the client does not appear at a hearing, the Union hereby agrees that the tribunal (grievance, arbitration, court, etc.) shall not consider the client's absence to be prejudicial to the Employer's position.

Section 6

If a grievance affects a substantial number or a class of Employees and if the Employer's representative designed in Steps 1 and 2 lacks authority to settle the grievance, the grievance may initially be presented at Step 4 by the Union Steward or other Union representative.

Section 7

The times specified in the above grievance steps are exclusive of Saturdays, Sundays and holidays. At the request of either party, and extension of up to fifteen (15) days shall not be unreasonably denied.

ARTICLE XIII

NO STRIKE OR LOCKOUT

Section 1

Neither the Union nor any Employee shall engage in any strike or other interference with the operations of The Center or of any department during the term of this Agreement, no shall any officer, representative or official of the Union authorize, assist or encourage any such strike during the life of this Agreement. Strike means concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.

Section 2

Should a strike occur not authorized by the Union, the Union within 24 hours following the request of the Employer shall:

- (a) Publicly disavow such action by the Employees
- (b) Advise the Office of Personal Services in writing that such Employee action has not been authorized or sanctioned by the Union.
- (c) Post notices on all bulletin boards advising Employees that it disapproves of such action and instruct them to return to work immediately.

Section 3

The Employer reserves the right to discipline, suspend, demote, or discharge any Employee who violates the provisions of Section 1 of this Article.

Section 4

The Employer will not engage in any Lockout during the life of this Agreement.

ARTICLE XIV

UNPAID LEAVE

Section 1

A leave of absence of any Employee may be approved by The Center for a period not in excess of thirty (30) days, and may be renewed upon application to The Center.

Section 2

While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay, nor to accrue sick leave time or vacation credits. An Employee shall accrue seniority subject to the provisions of this Agreement except as provided in Section 5 (c.) and Section 6 of ARTICLE XIV. During such leaves of absence, except Military, Health and Welfare benefits shall cease, unless the Employee is able to make arrangements to pay the full cost of such benefits. As a condition of reinstatement following a leave of absence for illness, The Center may require the Employee to receive the approval of The Center's Employee health service physician.

Section 3

Except as provided above, Employees on leave of absence shall not be permitted to accept other employment during such leave. Violators shall be terminated.

Section 4 Union Leave

- (a) A leave of absence for a period of one year with yearly extension may be granted to Employees with at least one year of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of The Center. Upon return to work an Employee shall be entitled to return to his former position if it is vacant or filled by a temporary or probationary Employee. Otherwise, an Employee shall be able to exercise the recall rights specified in this Agreement. At no time shall more than two Employees be on leave of absence hereunder at the same time.
- (b) In the event the Employee returns to his former position, he shall be entitled to his former rate of pay plus any contractual increments.

Section 5 Family and Medical Leave

- (a) Employer grants leaves of absence to eligible Employees as provided by the Family and Medical Leave Act of 1993. All requests for leave must be certified by a licensed health care practitioner. Employer may require an Employee to substitute accrued sick leave, vacation, or personal time for any part of the Family and Medical Leave.
- (b) An Employee who takes Family or Medical Leave will be returned to their same or an equivalent position
- (c) During Family or Medical Leave, no holiday pay, vacation, sick or personal days shall accrue. Health insurance and life insurance benefits will be continued during the family or medical leave up to twelve weeks.

Section 6 Military Leave

Employer grants unpaid military leaves of absence to eligible Employees in accordance with federal law, for a period not to exceed four years. Employer requests that a two-week notice, whenever possible, be given for a military leave of absence. As required, Employer will continue health insurance benefits for up to thirty (30) days during any period of military leave. Reservists in any branch of the Armed Forces or National Guard will be granted time off for military training in addition to earned vacation time. The department supervisor and Human Resources Department must be notified of the training schedule as far in advance as possible.

Short-term military leave in the Reserve Forces or National Guard shall be granted not to exceed two (2) weeks per year. If mandatory, short-term military leave exceeds two (2) weeks per year, Employer will be flexible in reviewing such requests. Employer will reimburse the difference between the Employee's regular pay (straight pay) and military pay.

This provision is not applicable to an Employee who volunteers for military duty.

This Section applies only to full-time and part-time regular Employees.

Section 7 Educational Leave

Educational Leaves of Absence to further professional growth and advancement may be approved by The Center for a maximum of twelve (12) months to Employees with at least one year of service.

ARTICLE XV

PAID LEAVE

Section 1 Funeral Leave

- (a) An allowance of up to three (3) days leave with straight time rate pay shall be granted upon request in the event of a death in the Employee's immediate family. Immediate family is defined as husband, wife, mother, father, grandparent, child, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild or any member of the Employee's actual household. Paid funeral leave may be granted up to one (1) day following the death of a non-immediate family member.
- (b) An Employee shall make every effort to notify his/her supervisor prior to taking such leave. The Employer reserves the right to demand proof of death and verification of relationship for which leave is taken.
- (c) There shall be no duplication of payment that the Employee may otherwise receive under this Agreement.
- (d) Full-time Employees, and part-time regular Employees on a pro-rata basis, who have completed the 3 months of continuous employment are eligible to receive funeral leave.

Section 2 Jury Duty

- (a) An Employee who has completed his/her Probationary Period and who is requested to perform service as a juror shall be given time off while serving on a jury. At the completion of jury service, the Employee must report the amount of juror's fees received for the number of days served as a juror and Employer will pay the difference between the regular straight pay that Employee would have earned by working, minus the juror's fees received (to a maximum of eight (8) hours at straight time to a maximum of forty (40)

hours per week). Whenever the Employee is relieved from jury service, temporarily or otherwise, he/she shall immediately advise his/her supervisor and report to work as requested to do so by Employer.

The receipt of a subpoena or a notice to report for jury duty must be reported immediately to the Program Director.

- (b) Within thirty (30) days of an Employee's return from jury duty, the Employee must document the time served on a jury by providing to the Employer either the check or a copy of the check received by the Employee as compensation for the time served.
- (c) This paragraph applies only to full-time and part-time regular employees.

ARTICLE XVI

PAID SICK LEAVE

Section 1

“Sick Leave” is defined as an absence of an Employee from work by reason of illness or accident.

Section 2

A full-time Employee shall accrue paid sick leave at the rate of 10 days per year. Part-time Employees hired to work twenty (20) or more hours per week accrue sick leave on a pro rata basis. If an employee begins employment on or before the fifteenth (15) day of the month, that month shall count as a full month of employment for purposes of sick time accrual. Employees who are eligible to accrue sick time continue to do so at their normal rate while on paid leave and while on unpaid leave resulting from a client related injury that is not compensated by workers' compensation. Employees do not accrue sick time while on unpaid leave. Employees do not accrue sick time while on leave that is compensated by workers' compensation after 60 days of absence.

Section 3

To be eligible for benefits under this Article, an Employee who is absent must notify his/her supervisor, or, in the supervisor's absence, the Program Director or designee, at least one (1) hour before

the start of the day shift (first shift) and at least two (2) hours before the start of all other shifts, unless a proper excuse is presented for the Employee's inability to call, including the reason for the absence.

Section 4

Employer may require written certification of a physician or other proof of illness or injury hereunder if Employee is absent from work for three (3) or more consecutive days. For an absence of less than three (3) consecutive days, a physician's certificate may be required when the Employer has reason to believe that the Employee has been abusing sick time privileges. The total circumstances of an Employee's use of sick leave rather than a numerical formula shall be the basis upon which a determination is made that an Employee is abusing sick leave. Discipline based upon patterns of sick leave will be treated under the basic concepts of just cause.

Section 5

- (a) Employees may accumulate sixty (60) sick days and carry over a maximum of sixty (60) sick days from one fiscal year to the next, with long-term and short-term disability benefits available to them.
- (b) Subsection (a) notwithstanding, Employees as of the execution date of this Agreement will retain all sick days accrued and unused before the beginning of this Agreement, even if the number exceeds thirty days. These Employees will not accrue additional sick days until they use enough days so that the number of their accrued sick days is less than sixty. At that time, these Employees will earn sick days normally under the provisions of this Agreement. Regardless of the number of sick days an Employee has accrued, the Employee remains eligible for short-term disability benefits at the end of thirty days of disability. Employees allowed more than thirty days of accrued sick time under this paragraph shall not be required to wait more than thirty days in order to receive short-term disability benefits.

Section 6

An Employee who is absent due to illness, injury or disability, who returns to work within thirty (30) days will return to the same job. Employees returning from such an absence that is longer than thirty (30) days, but less than six (6) months, shall return either to the same job if it remains unfilled, or to an equivalent position. For this purpose, an equivalent position is one within the same job classification and the same shift as the original job, as well as one with similar pay, benefits, and subsequent terms of employment.

ARTICLE XVII

HOLIDAYS AND PERSONAL DAYS

Section 1

Full-time and part-time regular Employees who were hired to work schedules of thirty (30) hours or more per week, and who have completed three months of continuous employment, shall be entitled to the following seven (7) paid holidays provided they work the entire scheduled work day immediately preceding and immediately following the holiday:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those Employees on a Monday through Friday schedule. For other than these Employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Section 2

- (a) If a full-time Employee works on any of the above holidays, he/she will be compensated at time and one-half pay and receive a maximum of eight hours of holiday time or less depending on how many hours the Employee worked on the holiday. The holiday time must be used within thirty (30) days from the date of the holiday. If a part-time Employee with a regular schedule of thirty (30) or more hours per week works on any of the above holidays, he/she shall be paid at time and one-half pay and receive the maximum of eight (8) hours of holiday time or less depending on how many hours the part-time Employee worked on the holiday. The holiday time must be used by the part-time Employee within thirty (30) days from the date of the holiday. Both the full-time and part-time Employee must designate "holiday" on their time cards when taking the time. If a part-time Employee who works a regular schedule of less than thirty (30) hours per week or a temporary or pool employee works on the holiday, they will be paid straight time for the time worked only.
- (b) Employees entitled to receive holiday pay (one and one-half the normal rate) plus holiday time, may request payment of their regular rate of pay for hours worked on a holiday instead of the holiday time. Employer reserves the right to grant or deny such requests, taking into account the Employee's stated preference for either holiday vacation time off or additional pay. Employer will presume an Employee prefers holiday vacation time if the Employee does not request the substitution of pay for this time.

Section 3

The parties recognized that Employer is in a business requiring it to provide services every day of the year and that it is not possible for all Employees to be off duty on the same day. Therefore, Employer has the right, in its sole discretion, to require Employees to work on any of the said holidays. Employees shall be chosen based on seniority and on a rotating basis to ensure that the least senior person is not always chosen to work on a holiday. Employer will assign holiday duty at least two (2) weeks in

advance, and at least four (4) weeks in advance for New Years Day, Thanksgiving Day, and Christmas Day.

Section 4

No employee who fails to report for work on a holiday when he/she has been scheduled to report for work on such holiday shall receive pay or compensation of any kind for the unworked holiday, unless the Employee can produce verification of an emergency or illness.

Section 5

Part-time Employees who are eligible to receive holiday pay in accordance with Article I, Section 4 and this Article, will receive such holiday pay based on a pro-rated basis up to a maximum of eight (8) hours.

Section 6

Full-time Employees, and part-time regular Employees who work more than thirty (30) hours per week, after such Employees have completed 30 days of employment, shall be granted four (4) personal holidays per year.

Section 7

New employees are eligible to receive personal days based on the following schedule:

<u>HIRED</u>	<u>ENTITLED TO</u>
Jan. 1 – Mar. 30	4 days after 30 days of employment
April 1 – June 30	3 days after 30 days of employment
July 1 – Sept. 30	2 days after 30 days of employment
Oct. 1 – Dec. 31	1 day after 30 days of employment

Personal days must be scheduled by the Employee seven (7) days in advance (except in emergencies) and approved by the Department Director or designee. In addition, personal days must be used within the calendar year when earned or otherwise they shall be lost. There is no compensation for unused personal days.

Section 8

Payment for personal days shall be for full-time Employees at a rate of up to a maximum of eight (8) hours at the Employee’s regular straight pay. Part-time regular Employees shall be paid on a pro-rata basis.

Section 9

If a holiday falls during an Employee’s vacation, that day will be treated as a paid holiday day off. As a result the Employee will retain the day as an available vacation day to be used by the Employee in accordance with normal procedures governing use of vacation days.

Section 10

If one of the holidays falls on a full-time Employee’s regularly scheduled day off (and if the holiday is not a weekend day for which the Employee receives either Friday or Monday off in accordance with Article XXII, Section 1), the Employee shall receive a day off at his/her regular rate of pay within thirty (30) days of the holiday or an additional day’s pay at the same rate in lieu thereof as determined by The Center.

ARTICLE XVIII

VACATIONS

Section 1

Full-time Employees shall be eligible for vacations with pay each year in accordance with the following schedule:

<u>Length of Full-time Employment</u>	<u>Vacation</u>
Less than two (2) years	2 weeks
Two (2) or more years	3 weeks
Ten (10) or more years	4 weeks

Section 2

For the purpose of calculating vacation, an Employee shall not be considered to have worked during a month unless the Employee has been employed by the 15th of the month.

Section 3

Vacation schedules shall be established by The Center taking into account the wishes of eligible Employees and the staffing needs of The Center. Employees shall submit their vacation requests in writing one week in advance for two days or less and two weeks in advance for more than two days.

Where there is a conflict in choice of vacation time among Employees within a department, seniority will govern.

Section 4

Vacation pay shall be based upon an Employee's regular rate of pay at the beginning of his vacation period.

Section 5

No part of an Employee's scheduled vacation may be charged to sick leave. Employees will not be compensated for vacation time not taken.

Section 6

Employees terminated involuntarily and Employees who give two (2) weeks notice of voluntary termination shall be entitled to accrued vacation pay.

Section 7

Upon the Employee's written request, the Employee will be paid his vacation pay the pay day before starting his vacation, provided such vacation is scheduled at least four (4) weeks in advance.

Section 8

Vacation may be carried over from year to the next but may not exceed the amount that an Employee can accrue over a two (2) year period.

ARTICLE XIX

HEALTH AND WELFARE

Section 1

Upon enrollment at the Human Resources Department, and after completing three (3) months of continuous employment, all active Employees who are hired to work thirty (30) hours or more per week

are eligible for the following benefit programs: Life Insurance; Short-term and Long-term Disability; Medical Insurance through either Keystone HMO or POS; and dental benefits.

(a) Health Insurance

All Employees will not eligible for medical waiver payment. Employees currently receiving the medical waiver payment will be reduced 50% on 7/1/07 and payment will be eliminated on 6/30/08.

The current Union Medical Plans will no longer be made available. The Employer shall offer the following medical plans for the Eastern Region: Keystone Health Plan East HMO Flex Plan (KHPE C1-F3 Flex HMO Plan) and Keystone Health Plan East POS (KHPE C1-F3-01 POS Flex Plan).

All Employees hired prior to 7/30/02 will enroll in health plans currently offered to NHS and will contribute to medical insurance at their current contribution level until 7/31/07.

As of 8/1/07 the contributions will be as follows:

\$25 per month for single coverage
\$100 per month for coverage of the Employee and a spouse or one dependent
\$150 per month for family coverage

Contribution amounts described above will remain the same until contract expiration date.

All Employees hired after 7/30/02 will enroll in health care plans currently offered to NHS and will contribute to medical insurance as follows:

Upon ratification to 7/31/07
24.5% of cost of HMO and Rx plan coverage
POS Employee contribution for HMO Plan + (Cost of KHPE POS Plan-Cost of KHPE HMO Plan)
24.5% for Dental

8/1/07 to 6/30/08
25% of cost of HMO and Rx plan coverage
POS Employee contribution for HMO Plan + (Cost of KHPE POS Plan-Cost of KHPE HMO Plan)
25% for Dental

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

Employee Only;
Employee & Child;
Employee & Spouse;
Employee & Children;
Employee & Family.

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

Employee Only;
Dependent Coverage (includes employee + any combination of spouse/children).

For the purpose of health and welfare benefit coverage; a spouse is defined as a person of the opposite sex to whom the employee is legally married.

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

Medical coverage will include prescription drug (Rx) coverage. Employee contributions for the Eastern Region medical plan will be summarized in the following tables. All Employee contributions will be on a pre-tax basis:

Employer reserves the right to update Employee contributions for medical coverage using the methodology described above on an annual basis or when the insurance carrier/plan administrator changes the underlying rates of the plans.

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

- Medical Coverage only
 - Medical & Dental Coverage
 - Medical & Dental & Vision Coverage
 - Dental Coverage Only*
 - Vision Coverage Only*
 - No Coverage*
- *Employee must provide proof of other medical coverage

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

Employees enrolled in the NHS Medical Plans that have inpatient Hospital co-payments will continue to be eligible for reimbursement of these co-payments by the Employer (up to \$750 per admission).

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

	<u>Retail (30-day)</u>	<u>Mail Order (90-day)</u>
Generic Drug	\$10	\$20
Preferred Brand (Formulary)	\$20	\$40
Non-Preferred Brand (Non-Formulary)	\$35	\$70

The Prescription Drug Benefit will contain a “Mandatory Generic” provision effective upon ratification. Under this provision if a brand-name drug is dispensed (at either the physician’s or covered member’s request) when there is a generic drug available, the covered member will be required to pay the difference in cost between the brand-name drug and generic equivalent, plus the generic co-payment. The member may appeal the “Mandatory Generic” provision if the member (or the member’s physician) can demonstrate, to the claims administrator’s satisfaction, that the brand-name drug is medically necessary.

(b) Life Insurance

Employees meeting the eligibility requirements in Section 1 are entitled to Group Life Insurance coverage as per NHS plan.

Employees will be enrolled in this benefit upon meeting eligibility requirements.

Employer will pay for 100% of the cost of this coverage.

© Disability

Employees meeting the eligibility requirements in Section 1 are entitled to Group Short-Term and Group Long-Term Disability coverage.

Employees will be enrolled in this benefit upon meeting eligibility requirements.

Employer will pay for 100% of the cost of this coverage.

(d) Dental

Employees meeting the eligibility requirements in Section 1 will be offered dental coverage on a voluntary basis. Employee contributions will be as summarized in the following tables:

Medical Plan	Upon ratification	8/1/07-6/30/08.
	24.5% of cost of	25% of cost of
	Dental Plan coverage	Dental Plan Coverage

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

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

Employee Only Coverage
Dependent Coverage (includes EE+ any combination of spouse/children)

(e) Vision

Employees meeting the eligibility requirements in Section will be offered vision coverage on a voluntary basis. Employee contributions will be 100% of the cost of this coverage for the impending plan year.

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

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

Employee Only Coverage
Dependent Coverage (includes EE + any combination of spouse/children)

(f) Ancillary Benefits

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

The Employer agrees to provide the Union (through its representatives) at least 30 days notice of any change of substitution cited above.

ARTICLE XX

PENSION

Section 1

Upon completion of one (1) year of service, Employees hired to work thirty (30) hours or more per week, who have reached their 21st birthday, and who have worked a minimum of 1,000 hours of service per year will be eligible to participate in the Center's Pension plan.

Section 2

Section (e) All Employees will be enrolled in the new 401K plan upon ratification of contract. The Employer will match each contribution the Employee makes up to four and one-half percent (4 1/2%) of eligible gross earnings. In addition, the Employer will make a Special Service Matching Contribution

as follows: for those Employees with five (5) years through nine (9) years of service an additional \$.05 on the dollar, for those employees with ten (10) or more years of service, an additional \$.10 on the dollar. The Special Service Matching Contribution will be made on all eligible Employee contributions excluding Catch Up contributions for those over age 50.

Section 3

Employees who were continuously employed at The Center as of June 30, 1994 and who meet the required criteria will be eligible to receive pension contributions effective July 1, 1995.

ARTICLE XXI

RESIGNATION

Section 1

An Employee who resigns shall give The Center two (2) weeks advance written notice.

Section 2

An Employee who gives such notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time earned on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was physically possible for the Employee to have given such notice.

ARTICLE XXII

SEPARABILITY

Section 1

Full-time Employees working on a shift which begins after 12:00 noon and before 6:00 a.m. shall be paid a shift differential of sixty cents (\$.60) per hour. An Employee who is entitled to a shift differential for work on his/her regular shift shall receive the shift differential for overtime hours that are an extension of his/her regular shift. A shift differential shall not be paid when Employees are authorized to exchange shifts temporarily for personal reasons.

Section 2

A shift differential shall not be gained or lost as a result of an extension of shift caused by overtime.

Section 3

If an Employee is regularly assigned to a shift receiving a shift differential, the differential shall be included in calculating the Employee's vacation, holiday and sick leave pay.

ARTICLE XXIII

PERSONNEL PRACTICES

Section 1

Any Employee and/or the Union, with the Employee's written consent, shall have the right to review the contents of the Employee's personnel file to determine any matter affecting such Employee.

Section 2

Notice to review such files shall be given by the Employee or the Union in writing to The Center and the files shall be made available by The Center within ten (10) working days after receipt of such notice. Examination of the file shall take place in the Human Resources Department in the presence of a Human Resources representative. Employees have the right to have a union representative present. Materials contained in the Employee's file will not be removed from the file or photocopied. Employees have the right to take notes on what they find in the file. If an Employee has a concern or complaint regarding materials found in their file, they may submit a letter to the Director of Human Resources. The Human Resources Director will respond to the letter within ten (10) working days.

ARTICLE XXIV

PAST PRACTICES

All past practices are hereby eliminated.

ARTICLE XXV

COLLEGE TUITION

After completion of 90 days of employment, active full-time regular employees may have work related education costs including work related certification costs reimbursed by NHS. NHS shall reimburse fifty percent (50%) of the costs of tuition per semester at a maximum reimbursement rate of \$750 per semester, \$1500 per fiscal year.

ARTICLE XXVI

ON THE JOB INJURY

Section 1

An Employee who is injured during the course of his/her workday as a result of his/her job responsibilities, with such injury requiring medical treatment, will be compensated for his/her workday, up to 35 hours per week/pay. Otherwise, the Employer will provide workers' compensation benefits as required by law. The Employee must report the injury to the Human Resources Department and the Employee's immediate supervisor. Such report must be made immediately unless the injury occurs during the night, or the weekend, or a holiday, whereupon the injury should be reported immediately to

the on-call supervisor and to the Human Resources Department and the Employee's immediate supervisor on the next business day.

Section 2

Employer will provide the Union with the name of its Worker's Compensation carrier.

Section 3

In cases of absence due to work related injuries compensated by workers' compensation, the Employer shall continue to contribute for health and welfare benefits during such absence for up to six (6) months, or the Employee's length of service, whichever is less.

ARTICLE XXVII

MISCELLANEOUS

Section 1 Local Unit Representative Committee

The Local Unit Representative Committee normally consisting of at least three (3) representatives from the Union and the same from The Center may meet to discuss problems dealing with the implementation of this Agreement and to discuss Labor-Management problems that may arise out of the Employee-Employer relationship except that grievances may not be a subject for this Committee. Meetings of this Committee will be held at the request of either party and an agenda for the meeting may be submitted at least five (5) days prior to the meeting. The Committee may establish sub-committees to facilitate the discussions of the Committee.

Section 2

- (a) The Center will provide the Union with job descriptions for all classes covered by this Agreement.
- (b) The Center agrees to meet and discuss for the purpose of reviewing changes or revisions of job descriptions during the term of this Agreement.
- (c) Disputes over salary grade level are subject to the grievance and arbitration procedure.

Section 3

An Employee shall not lose pay as a result of attendance required by The Center at conferences and training sessions related to their work.

Section 4

- (a) In the event The Center finds it necessary to make major changes affecting bargaining unit work, The Center agrees to meet and discuss the changes with the Union in advance of the initiation of such changes.
- (b) In the event that The Center intends to implement technological changes which will result in layoffs or substantially changes a job description that will result in layoffs, it is agreed that The Center shall meet and discuss in advance of the initiation of said layoffs concerning the possible retraining of affected Employees.

Section 5

- (a) The Center shall continue to provide a safe and secure place of work for its Employees.
- (b) The Center shall provide protective clothing and equipment where required by The Center in the performance of the work.
- (c) The Safety Committee will meet from time to time for the purpose of making recommendation on safety issues. Either Employer or the Union may request such meetings.

Section 6

Employer shall pay for, or provide (at the Employer's sole discretion), an Employee's transportation to a hospital via ambulance, if required on the day the Employee is injured on the job and taken to the hospital.

Section 7

Realizing that the Employer receives its legal right to operate through the licensing of its programs by the Pennsylvania Department of Public Welfare, the Employees and Employer shall adhere to all applicable federal, state and city laws and regulations.

Section 8

All references to “Employee”, “Employees,” “he,” “his,” or “their” in the Agreement, covered both male and female Employees. The terms are used for the purpose of brevity and understanding only.

Section 9

Employer shall provide Employees with a photo identification card at the Employer’s expense. Employer shall provide such cards at least once a year for all new Employees. This card is the property of the Employer and must be returned to the Employer by Employee upon separation from Employment. If Employee loses such card, Employee shall compensate Employer Three Dollars (\$3.00) for the lost card.

Section 10

Reasonable use of telephones for local calls of personal business by Employees shall be permitted. Long distance calls will be permitted provided they are collect, charged to credit cards, or charged to the Employee’s home telephone number. All use of telephones must be prior approved by supervisors.

Section 11

The Employer will provide suitable sanitary and eating facilities on all shifts, as determined by Employer.

Section 12

Employees shall be treated in a respectful manner which does not embarrass them or demean their dignity.

Section 13

In the event a consumer damages or destroys items of clothing or personal property which are worn by an Employee and which are necessary for the performance of such Employee’ work, the Employer shall reimburse the Employee for the value of such clothing or personal property. In addition, where the Employee demonstrates that items of clothing which were not being worn by the Employee are destroyed by a consumer, the Employer shall reimburse the Employee for the value of such clothing. The condition of the clothing or personal property immediately prior to such damage shall be taken into account in determining its value.

The incident giving rise to such claims must be verified and not be due to the Employee's own negligence. The Employer shall take prompt and timely action in the disposition of Employee claims for damaged personal effects.

Wearing expensive clothing is not appropriate at the Center, and Employer will not reimburse Employees for such items. Employer will not reimburse for jewelry or similar items that are not necessary for the performance of Employee's work.

Section 14

- (a) An Employee who is absent for an entire day due to inclement weather or travel conditions will be paid for the day with time charged to vacation or personal leave time, if such time is accrued. However, if a late opening and/or early closing occurs on such a day, the time charged will be only for that portion of the day subsequent to the late opening and/or early closing.
- (b) In the case of a late opening or early dismissal of some or all Employees due to extreme or unusual weather conditions, the Employees dismissed will be paid for the entire day.

Section 15 Travel Reimbursement

Effective March 1, 2006, any Employee who is required by the employer to utilize his/her personal vehicle for business will be reimbursed at thirty-three cents (\$.33) per mile for each mile are required to use their vehicle for the Employer's business, plus receipted tolls and parking costs. Any increase in the rate of reimbursement to NHS employees will apply to DC 47 members for the duration of this agreement.

ARTICLE XXVIII
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the effective date through 11:59 p.m. on June 30, 2008.

IN WITNESS WHEREOF, THE UNION AND THE EMPLOYER HAVE EXECUTED THIS AGREEMENT

LOCAL 1723, AND DISTRICT
COUNCIL 47 OF THE AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIAPL EMPLOYEES,
AFL-CIO.

NORTHWESTERN WOODHAVEN, INC.

Representative

Senior Vice President

Date

Date

Shop Steward

Date