

AGREEMENT BETWEEN

AMERICAN FRIENDS SERVICE COMMITTEE

AND

DISTRICT COUNCIL 47,

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES,

AFL-CIO

OCTOBER 1, 2006 – SEPTEMBER 30, 2009

TABLE OF CONTENTS

PREAMBLE	1
I RECOGNITION	2
Section 1: Recognition Clause	2
Section 2: Probationary Period	2
Section 3: Specific Term Employees	3
Section 4: Temporary Employees	4
Section 5: Volunteers	5
Section 6: Independent Contractors	5
Section 7: Miscellaneous Non-Bargaining Unit Workers	5
Section 8: Use of these Other Personnel	6
Section 9: Displacing of Other Personnel.....	6
Section 10: Definition of "Employee" vs. "employee"	6
II UNION SECURITY	6
Section 1: Union Security: Union Membership.....	6
Section 2: Service Fee: Agency Members.....	7
Section 3: Conscientious Objector Option.....	7
Section 4: Definitions.....	7
Section 5: Employees on Long-Term Disability	8
Section 6: Union Right to Demand Discharge.....	8
III CHECK-OFF	8
Section 1: Check-Off Authorization.....	8
Section 2: Insufficient Paycheck for Check-Off	8
Section 3: Form of Authorization.....	8
Section 4: Notification of Changes.....	9
Section 5: Indemnification	9
IV NON-DISCRIMINATION	9
V UNION ACTIVITY	10
Section 1: Designation of Shop Stewards	10
Section 2: Admission to Premises of Non-Employee Union Representative(s)	10
Section 3: Union Bulletin Boards.....	10
Section 4: Use of AFSC Equipment and Facilities	11

VI	GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURES	11
	Section 1: Definition of Grievance	11
	Section 2: Supervisory Personnel.....	11
	Section 3: Informal Dispute Resolution	11
	Section 4: Formal Dispute Resolution	12
	(a) Waiver of Formal Dispute Resolution Procedures	12
	(b) Grievance Procedure	12
	(c) Mediation	13
	(d) Arbitration.....	13
	Section 5: Time Limitations.....	14
VII	ACCESS TO INFORMATION AND EMPLOYEE ACCESS TO	
	PERSONNEL FILES	15
	Section 1: Information to Union at Time of Hire	15
	Section 2: Information to Union at Time of Separation	15
	Section 3: Information Rights of the Union.....	15
	Section 4: Information Rights of the AFSC.....	15
	Section 5: Step of Grievance Procedure	16
	Section 6: Employee Rights to Review Personnel File	16
	Section 7: Definition of Personnel File.....	16
	Section 8: Job Descriptions	17
	Section 9: Obligation to Maintain Records	17
VIII	SENIORITY	17
	Section 1: Definition of Seniority	17
	Section 2: Termination of Seniority	18
	Section 3: Seniority List	18
	Section 4: Vacancy of any Position.....	18
	Section 5: Vacancy of a Position in Bargaining Unit I	18
	Section 6: Vacancy of a Position in Bargaining Unit II	19
	Section 7: AFSC's Retention of All Hiring Rights	19
	Section 8: Vesting of Transfer Rights.....	19
	Section 9: Voiding and Probationary Periods of Transfers	19
	Section 10: Longevity Recognition	20
IX	WORK FORCE REDUCTION	20
	Section 1: Notification to the Union	20
	Section 2: Order of Layoffs	20
	Section 3: Severance and Benefits after Permanent Layoffs	22
	Section 4: Severance and Benefits after Temporary Layoffs	23
	Section 5: Re-Hire Rights	24

X	PERFORMANCE EVALUATIONS.....	24
	Section 1: Purposes of Performance Evaluations	24
	Section 2: Performance Evaluation Process	25
	Section 3: When Performance Evaluations are to Be Performed.....	25
	Section 4: Regular and Ongoing Communications.....	26
XI	DISCIPLINE & DISCHARGE.....	26
	Section 1: Grounds for Immediate Discharge.....	26
	Section 2: Progressive Discipline.....	26
	Section 3: Consistent Enforcement.....	27
	Section 4: Notice of Termination.....	27
	Section 5: Expedited Grievance Procedure for Discharges.....	28
XII	HOURS OF WORK AND OVERTIME	28
	Section 1: No Guarantee of Work.....	28
	Section 2: Adjusted Work Schedule.....	28
	Section 3: Definition of Work Week	28
	Section 4: Overtime for Non-Exempt Employees	28
	Section 5: Computation of Overtime.....	29
	Section 6: Additional Work Hours.....	29
	Section 7: Rest Periods	29
	Section 8: Compensatory Time for Exempt Employees	29
XIII	TIME OFF WITH PAY.....	30
	Section 1: Holiday Pay	30
	Section 2: Vacation Leave.....	32
	Section 3: Sick Leave.....	33
	Section 4: Personal Leave.....	34
	Section 5: Leave Bank.....	35
	Section 6: Participation in AFSC-Related Activities: "Ten Percent" Time .	36
XIV	JURY DUTY	37
XV	EXTENDED AND SABBATICAL LEAVE	37
	Section 1: Eligibility	37
	Section 2: Extended Leave.....	38
	Section 3: Sabbatical Leave	38

XVI	TIME OFF WITHOUT PAY	38
	Section 1: Process to Take Time Off without Pay	38
	Section 2: Returning to Work after Period of Time Off without Pay.....	39
	Section 3: Family and Medical Leave Act	40
	Section 4: Personal Leave Of Absence	42
	Section 5: Formal Leave Of Absence.....	42
XVII	MEDICAL, DENTAL, WELFARE & DISABILITY INSURANCE	42
	Section 1: Medical and Dental Insurance.....	42
	Section 2: Life Insurance	43
	Section 3: Accidental Death and Dismemberment Insurance.....	43
	Section 4: Short-Term Disability (Pay Replacement)	43
	Section 5: Long-Term Disability	44
	Section 6: Right to Return to Original Position after Period of Disability.....	45
	Section 7: Commencement of Coverage of Insurance	45
	Section 8: AFSC's Obligations under this Article	45
XVIII	PENSION PLAN.....	46
	Section 1: Pension.....	46
	Section 2: Medical Insurance for Certain Retirees.....	46
	Section 3: Death Benefit.....	46
	Section 4: Section 403(b) Plan	46
XIX	STAFF DEVELOPMENT.....	47
	Section 1: Supervisory Training	47
	Section 2: Tuition Payment Program	47
	Section 3: Funding for Staff Development	47
	Section 4: Process of Applying for Tuition Payment.....	48
	Section 5: Level of Payment.....	49
	Section 6: Receiving Tuition Payment	49
	Section 7: Other Employee Training	50
XX	POSITION EVALUATION AND REMUNERATION.....	51
	Section 1: Establishment of Point Total	51
	Section 2: Effect of Redefined or Reclassified Position	51
	Section 3: Complaint Procedure for Point Totals	52
	Section 4: Impact of a Determination that a Position's Point Total was Incorrectly Set	53
	Section 5: Wage Increases and Other Compensation	53

XXI	EFFECT OF EMPLOYEE TEMPORARILY PERFORMING WORK WITH HIGHER LEVEL OF RESPONSIBILITY	54
	Section 1: Expectation of Work Load Fluctuation	54
	Section 2: Long-Term Assumption: Additional Higher-Level Responsibilities	54
	Section 3: Appealing a Decision	55
XXII	SAFETY AND HEALTH	55
	Section 1: Safe and Healthy Working Environment	55
	Section 2: Safety and Health Committee	55
XXIII	WORK RULES	56
	Section 1: AFSC's Right to Promulgate Work Rules	56
	Section 2: Notification to the Union	56
	Section 3: Dissemination of any Work Rules	56
XXIV	NO LOCKOUT - NO STRIKE	56
XXV	MANAGEMENT PREROGATIVES	57
	Section 1: Management Rights Retained	57
	Section 2: Illustrations of Management Rights	57
	Section 3: No Waiver Provision	58
XXVI	MISCELLANEOUS	58
	Section 1: Separability	58
	Section 2: Headings for Reference Only	58
XXVII	DURATION	59
EXHIBIT A		60

PREAMBLE

This Agreement, made this twentieth day of September, 2006, entered into by the American Friends Service Committee, hereinafter referred to as the "AFSC," and District Council 47, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

The following Agreement represents an understanding between Management and Employees about the conditions and standards of employment at the American Friends Service Committee for those who actually work in the National Office of the AFSC which is currently located at 1501 Cherry Street, Philadelphia, Pennsylvania. (This Agreement shall also apply to certain other positions under the supervision of the National Office, as set forth in Article I, Section 1.) The Agreement reflects our shared understanding that the American Friends Service Committee is an organization based on the testimonies of peace and equality of the Religious Society of Friends.

We seek through our programs to build a just, equitable and peaceful world, drawing upon the rich history of and contemporary relationship to Quaker faith, thought and action. Through this Agreement we seek to address together the issues that affect all personnel of the AFSC who actually work at 1501 Cherry Street, Philadelphia, Pennsylvania. We seek to give meaning in the workplace to the values we promote in our programs. In doing so, we draw on the history of participation by AFSCME and the AFSC in support of struggles for economic and social justice.

This Agreement reflects our shared commitment to the consistent use of professional standards of conduct in the workplace, as laid out in AFSC policy, and our shared commitment to use the resources entrusted by donors to the American Friends Service Committee in ways that forward our common mission.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I

RECOGNITION

Section 1 **Recognition Clause**

The AFSC recognizes the Union as the exclusive bargaining representative for the employees employed within the following bargaining units:

Bargaining Unit I

All full- and regular part-time production, maintenance, administrative and support employees who actually work in the National Office of the AFSC which is currently located at 1501 Cherry Street, Philadelphia, PA, but excluding all other employees, employees within Bargaining Unit II, confidential and managerial employees.

Bargaining Unit II

All full- and regular part-time fundraisers, program employees and supervisors within the meaning of the Act who actually work in the National Office of the AFSC which is currently located at 1501 Cherry Street, Philadelphia, PA, but excluding all other employees, employees within Bargaining Unit I, confidential and managerial employees.

Any program position which is newly-created by the AFSC on or after March 1, 2003 and which is designed to perform work within one of the National Office programmatic areas and is covered in National Office program budget, regardless of where the work is performed or where the Employee filling the position may live, shall be considered a bargaining unit position, except as hereinafter specified. In unusual circumstances, the AFSC may request to meet with the Union to discuss a position which would ordinarily meet these conditions but which has been given a non-Union designation. Such discussion, and the Union's agreement, which shall not be unreasonably withheld, shall occur at the time of the designation of, and in advance of the recruitment for, such position.

The AFSC shall meet with the Union, at Union's request, to explain its designation of any position as a non-bargaining unit position.

For purposes of this Agreement, the individuals employed within the bargaining units described above shall be referred to as Employees.

Section 2 **Probationary Period**

An Employee who has never accrued seniority under this Agreement or predecessor Agreements between the AFSC and the Union, or an Employee rehired after termination of seniority, shall be in "probationary" status until s/he has completed four (4) months of actual work if the Employee is in Unit I, and six (6) months of actual work if the Employee is in Unit II. The AFSC agrees to evaluate preliminarily an Employee when her/his probationary period is approximately one-half (1/2) completed. The evaluation, discipline or separation of an Employee who is in probationary status shall not be subject to the Grievance, Mediation or Arbitration Procedures of this Agreement.

Section 3 **Specific Term Employees**

(a) Definition

A Specific Term Employee (STE) is a person hired by the AFSC to fill a position under the jurisdiction of the Union that has an expected term of assignment from six (6) to twenty-four (24) months after the date of hire. A Specific Term Employee may be employed:

- (i) as an "interim" Employee filling an existing position on a shortterm basis for a defined period of time as provided in subsection (b); or
- (ii) in a "time-limited" capacity as provided in sub-section (c), where the work being undertaken in the position is not intended to be carried forward on the same basis following the completion of the specific project for which the Employee is hired.

(b) Interim Specific Term Employees

An "interim" Specific Term Employee may be employed in an established position that is temporarily vacant. Such Specific Term employment shall occur only if "active recruitment" to fill such position with a regular Employee is under way, except in the case of an incumbent in such position having temporarily vacated the position (e.g., extended leave, family and medical leave). "Active recruitment" shall be defined to be recruitment appropriate to the position which shall, at a minimum, meet the requirements specified in Article VIII, Section 4.

(c) Time-limited Specific Term Employees

(i) Time-limited Positions of More than 12 Months

A Specific Term Employee may be employed in a "time-limited" position expected to be more than twelve (12) months in duration only through "active recruitment," as defined in sub-section (b) above, to fill such position.

(ii) Time-limited Positions of 12 Months or Less

- a. The AFSC may seek the Union's agreement to waive the usual recruitment process in order to employ a Specific Term Employee for the full duration of a "time-limited" position of twelve (12) months or less. Such request for a waiver shall be made in writing and shall include the reasons for the waiver. Such waiver shall not be unreasonably withheld. If the Union does not object within ten (10) working days of receipt of such request for a waiver, the Union shall be deemed to have agreed to such waiver.

- b. The AFSC shall employ at any one time no more than the equivalent of five (5) full-time Employees in "time-limited" Specific Term positions. The AFSC may seek to exceed this maximum by requesting, in writing, a waiver from the Union. Such waiver shall not be unreasonably withheld.

(d) Extensions of Employment of Specific Term Employees

The employment of a Specific Term Employee (within the same assignment) may be extended beyond the twenty-four (24) month limit, or for a longer duration within the twenty-four (24) month limit, provided that the AFSC requests such an extension in writing, explaining the reasons for and duration of the proposed extension. The Union's agreement to waive such time limit, or to agree to such extension within the twenty-four (24) month period, shall not be unreasonably denied.

(e) Employment Status of Specific Term Employees

Specific Term Employees are Employees within the meaning of Section 1 above. However, the severing of the employment of a Specific Term Employee at the end of her/his appointment shall not be subject to the Grievance/Arbitration Procedures of this Agreement. With the exception of medical insurance, a Specific Term Employee completing an assignment of twenty-four (24) months or less shall not receive severance benefits under Article IX, Section 3. A Specific Term Employee whose assignment exceeds twenty-four (24) months shall receive severance benefits under Article IX, Section 3, except if such Employee becomes a regular AFSC employee immediately or remains on staff in another capacity, in which case severance benefits shall not apply.

(f) Notice of Employment of Specific Term Employees

The AFSC agrees to notify the Union of the employment of a Specific Term Employee by providing a copy of such Employee's appointment letter.

Section 4 **Temporary Employees**

(a) Definition

Temporary Employees are persons who are employed by the AFSC or hired through an employment agency where the expected term of assignment is less than six (6) months after the date of hire. Temporary Employees are not Employees within the meaning of Section 1 above.

(b) Extensions of Employment

Temporary Employees may have their employment (within the same temporary assignment) extended beyond the six (6) month limit, provided that the AFSC requests such an extension in writing, explaining the reasons for and duration of the proposed extension. The Union's

agreement to waive such time limit shall not be unreasonably withheld. The AFSC shall be permitted to employ the same Temporary Employee in subsequent temporary positions (even if such Employee has just completed a temporary assignment), however, the AFSC agrees that it shall not use this right to avoid the creation of a position that would otherwise be a bargaining unit position.

(c) Notice of Employment of Temporary Employees

The AFSC shall notify the Union of the employment of a Temporary Employee who is exempt within the meaning of the Fair Labor Standards Act by providing a copy of such Employee's appointment letter. The AFSC shall also provide to the Union, on a monthly basis, the names of non-exempt Temporary Employees and the number of hours they have worked during the month.

(d) General Understanding Concerning Temporary Employment

The AFSC shall discuss with the Union any situation that results in more than one thousand three hundred sixty-five (1365) collective hours of bargaining unit work by Temporary Employees during any calendar quarter. Such hours shall not include work performed:

- (i) by "interim" Temporary Employees (i.e., where the Employee is filling a regular, occupied position as a short-term replacement);
or
- (ii) in situations involving special relief efforts in response to emergency events, domestic or international, where the AFSC response is part of an Emergency Response.

Section 5 **Volunteers**

"Volunteers" are persons assisting the AFSC who are not paid for the services they render but who may receive reimbursements for expenses. Volunteers are not Employees within the meaning of Section 1 above.

Section 6 **Independent Contractors**

"Independent Contractors" are persons contracted to perform services for payment. Independent Contractors shall be utilized only when the contractor has the control of the manner in which the work is to be done and is largely responsible only for a given result. The contractor can work for other business entities while working for the AFSC.