

TABLE OF CONTENTS

<u>ARTICLE</u>	TITLE	PAGE
1.	Preamble	2
2.	Recognition.....	2
3.	Managements Rights.....	3
4.	Union Security.....	4
5.	Dues Check off.....	4
6.	Union Activity	5
7.	Seniority, Layoffs, Vacancies	7
8.	Probationary Employees	8
9.	Grievances and Arbitration	8
10.	No Strikes--- No Lockouts.....	10
11.	Salary Pay Plan.....	10
12.	Hours, Break, and Pre-Scheduled Overtime.....	12
13.	Benefits	14
14.	Leave Time.....	19
15.	Holidays.....	23
16.	Other Leaves.....	24
	• Jury Duty Leave	
	• Bereavement Leave	
	• Military Leave	
	• Family and Medical Leave	
	• Leave of Absence	
17.	Professional Development.....	26
18.	Nondiscrimination.....	27
19.	Miscellaneous.....	27
20.	Time and Attendance Review Committee.....	31
21.	Light Duty.....	32
22.	Health and Safety Committee.....	32
23.	Scope of Agreement.....	33
Appendix A	Position and Salary Structure	
	Side Letters to the Agreement	

A G R E E M E N T

ARTICLE 1

PREAMBLE

1.1 This agreement entered into by Local 1739, District Council 47 of the American Federation of State, County and Municipal Employees, AFL-CIO. Hereinafter referred to as the union and Special People In Northeast, Inc., hereinafter referred to as SPIN, has as its purpose the promotion of harmonious relations between the union and SPIN, the establishment of a peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

1.2 The parties recognize that the mission of SPIN is to develop and provide inclusive, community-based services for individuals with mental, physical, and sensory disabilities and their families. Notwithstanding any other provision of this agreement, the parties recognize that SPIN must be able to exercise its managerial discretion in order to realize its mission and to protect the health, safety, and welfare of those it serves.

1.3 This agreement shall be binding on the successors and assignees of the parties.

1.4 SPIN and the Union agree that the contract shall commence October 1, 2009 through September 30, 2013. The parties agree to a wage and medical insurance reopener for the 3rd and 4th years of this contract to be negotiated on or before October 1, 2011. Either party seeking to reopen the contract for the purposes of negotiating over wages and medical insurance shall give the other party notice no later than July 1, 2011. Should such notice be given and no agreement reached by September 30, 2011, then effective October 1, 2011, Article 10 of the collective bargaining agreement shall not be in force.

ARTICLE 2

RECOGNITION

2.1 SPIN recognizes Local 1739 of the American Federation of State, County and Municipal employees, AFL-CIO and its District Council 47 as the exclusive representative of the bargaining unit consisting of all SPIN employees listed in the certification of the National Labor Relations Board Case #4-RC-15588.

2.2 For the purpose of this agreement, the terms employee and employees shall include all present and future employees who are included in Section 1 of this recognition clause.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 All of the rights, powers, prerogatives, and authorities of management, supervision, and control of SPIN's business, and all related thereto, no matter what their impact on the unit, are retained by SPIN, except and only to the extent that they are specifically abridged or modified by a written clause of this Agreement. There shall be no diminution of the rights and benefits presently enjoyed by members of the bargaining unit during the term of this Agreement.

3.2 Subject to 3.1 above, these rights retained by SPIN shall include, but shall not be limited to, the rights to:

- Manage its affairs
- Determine its budget
- Manage and direct the workforce by selecting and directing personnel, disciplining and discharging for cause
- Utilize its personnel and facilities in order to achieve the most efficient operation
- Determine the existence, method, and manner of all operations, functions, programs, schedules, and services
- Determine standards of quality and efficiency
- Open new locations or establishments and close or relocate establishments or operations
- Determine the direction of the organization through short and long-term goals.
- Make technological changes and other innovations
- Determine the qualifications of employees and conditions of employment, subject to the obligation to negotiate changes in accordance with applicable law
- Determine position classifications
- Determine organizational structure and staffing levels
- Determine the criteria for employee evaluation
- Evaluate employees
- Require employees to observe reasonable rules and regulations
- Require employees to observe regulations regarding employee dress and grooming which regulations are to have reasonable relationship to the employees' position.

3.3 The listing of specific rights retained by SPIN in this article is not intended to be all inclusive, nor should the listing be construed as a waiver of any other rights of SPIN, whether or not such rights have been exercised by SPIN in the past.

ARTICLE 4

UNION SECURITY

4.1 Members of the bargaining unit who are currently union members shall continue their membership for the duration of this agreement.

4.2 Members of the bargaining unit who are not union members as of July 1, 1985 shall not be required to join the Union nor shall they be required to pay any service fee. However, if they decide to join the Union, they shall continue their membership for the duration of this agreement.

4.3 Members of the bargaining unit who are hired after July 1, 1985 shall, after the expiration of thirty days of employment, be required to either join the Union and pay dues or not join the Union and pay a service fee to the Union.

ARTICLE 5

DUES CHECK-OFF

5.1 SPIN agrees to deduct the union membership dues or agency fees from the payroll of those employees who individually request, in writing, that such deduction be made. The amounts to be deducted shall be certified to SPIN by Local 1739 and the aggregate deduction of all employees shall be remitted to Local 1739 together with an itemized statement after such deductions are made.

5.2 SPIN shall not be required to deduct union dues upon the happening of any of the following:

- a. Termination of employment.
- b. Layoff of employees.
- c. Transfer or promotion to a non bargaining unit position.
- d. Disability of employee.
- e. Approved leave of absence (unpaid).

5.3 SPIN shall resume dues deduction of employees returning from authorized unpaid leaves of absence.

5.4 SPIN shall have no obligation to make deduction in any amount from any

employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

5.5 SPIN will furnish the Union each month with the names of newly hired employees (including temporary hires), their addresses, social security numbers, and classifications of work and dates of hire. SPIN will also furnish the names of separated employees, together with their dates of separation and the names of any employees who have been granted paid and unpaid leaves. Employees shall promptly notify SPIN of any changes in their names and addresses.

5.6 The Union hereby certifies that its present amount of membership dues has been fixed pursuant to the constitution and by-laws of the Union. In the event that the amount of dues is hereafter changed, such changes shall be provided in writing to SPIN at least thirty (30) days prior to any change in dues deduction.

5.7 SPIN shall forward to the union a list of names, addresses, e-mail addresses and dates of hire of all union eligible employees on a quarterly basis on 1/1, 4/1, 7/1 and 10/1 of each year.

5.8 Indemnification of SPIN

The Union shall indemnify SPIN and save SPIN harmless from any and all claims, suits, judgments, expenses (including attorneys' fees), attachments, and from any other form of liability as a result of making any deduction of dues. This indemnification shall apply to any acts or omissions of SPIN, its agents, employees, contractors, or any individual or entity acting on behalf of SPIN.

ARTICLE 6

UNION ACTIVITY

6.1 No employee shall engage in any union activity during his/her working hours except as follows:

- A. Employees will not lose annual leave or pay when required to attend conferences with management during their working time at the request of SPIN, or at the request of the Union, if SPIN agrees, for any labor/management purposes but it is understood that;
 - a. Employees must notify staff deployment seventy-two (72) hours before scheduled meeting to allow SPIN the ability to provide coverage unless the meeting is scheduled less than 72 hours in advance in which case the employee shall give staff deployment notice at the time the employee learns of the meeting.
 - b. At the conclusion of the meeting, employees are required to immediately report back to his/her shift.

- c. SPIN shall be allowed to utilize non-bargaining unit employees to provide coverage for these purposes.
- d. SPIN is not required to schedule conferences during working hours.
- e. Union Committee members will be permitted to hold or attend meetings during working hours when necessary, with the approval of the Executive Director or Designee.
- f. SPIN shall allow the Chief Steward to use leave time or time without pay to attend union conferences, trainings, site visits and AFSCME International convention. The Union will provide SPIN with at least two weeks written notice where practical. In instance of AFSCME International appointments, the Union shall give as much notice as possible.
- g. SPIN shall allow Shop Stewards to use leave time or time without pay to attend union conferences, trainings and AFSCME International convention.

6.2 Stewards, however, shall be given reasonable opportunity to investigate grievances and otherwise carry out union business. In every instance, a steward shall first secure the permission of his or her immediate supervisor before temporarily leaving his or her Workstation. -Such permission-shall-not-be-unreasonably-withheld. If union business requires the participation of another employee, that employee's supervisor's permission shall likewise be obtained. SPIN will agree to allow the Union the use of meeting room #1 at Norcom Community Center for up to four hours per week, which must be reserved in advanced. The chief steward or local officer shall reserve the room, this room shall be used in accordance with this Article.

6.3 The parties recognize the sensitive nature of the work performed at SPIN. Many work locations are the homes of people SPIN supports. For these reasons, the parties agree that accredited representatives of the Union, after reasonable notification to the Executive Director, shall have reasonable access to SPIN premises for the purposes of enforcing this agreement.

6.4 Authorized union visits to SPIN premises shall not disrupt or impede the provision of services to people SPIN supports nor shall they infringe on the privacy to which those we support and their families are entitled.

6.5 Under no circumstances shall any employee carry out union business during times when he/she is assigned responsibilities for direct care of the people SPIN support.

6.6 SPIN will permit the union to post meeting notices on SPIN's web portal up to four times per year.

6.7 The parties agree that the Union shall be entitled to appoint up to fifteen (15) union stewards. The Union shall advise SPIN of its steward assignments each six (6) months. The Union shall make a reasonable effort to assign stewards to work areas where they are employed. However, there will be no more than three (3) at any one site.

ARTICLE 7

SENIORITY, LAYOFFS AND VACANCIES

7.1 Definition of Seniority

Seniority shall be defined as the length of continuous employment with SPIN in a bargaining unit position. An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the start of this probationary period.

For six (6) months following the transfer or promotion of an employee to a SPIN position outside the bargaining unit or resignation from SPIN, the employee may be reinstated to a vacancy within the bargaining unit, and SPIN shall consider the employee's seniority (limited to the period during which the employee was in the bargaining unit) in its decision to fill the vacancy. If SPIN decides to re-hire said employee, such employee will have his/her seniority reinstated, minus the time the employee was not in a bargaining unit position.

If employee is reinstated to the previous position held, there shall be no probationary period. If employee is reinstated to a new position, said employee will serve a probationary period as defined in Article 8.1.

7.2 Layoff

When it becomes necessary to reduce staff for reasons of retrenchment or reorganization, temporary employees shall be laid off first, then probationary employees, then regular part-time employees, and then regular full-time employees on the basis of seniority (as defined above) within their respective position titles. In Adult Services, external substitutes shall be laid off 1 for 1 for the first thirty-five (35) regular full-time direct support professionals laid off. Before the next full-time direct support professional is laid off, SPIN will cease using external substitutes in Adult Services until all direct support professionals laid off are offered recall. Employees shall be recalled in the reverse order to their layoff. No new employee shall be hired in a given position title until all employees on layoff status in that position title desiring to work have been recalled, and the union will be notified of any such action. Under no circumstances, shall any employee have recall rights beyond a period of twelve (12) months or his/her length of service with SPIN at the time of the layoff, whichever is less.

The Union Chairperson will be notified as much as possible, but within a minimum of twenty-one (21) days, before layoffs occur. All employees who are being laid-off shall receive a minimum of twenty-one (21) days written notice before layoffs occur.

7.3 Job Position Vacancies

All present permanent positions or those that come into being should be filled with qualified personnel from the staff of SPIN. In choosing candidates from current staff, those on lay-off and from outside of SPIN, seniority will govern, provided such factors as performance, skill, ability, experience and education are equal. Whenever an employee is promoted to a new position, his/her new wages will reflect the difference between the starting salary of his/her current position and the starting salary of the new position and the employee will

begin a probationary period (with ongoing benefits) in their new position. In the event the employee does not perform to standard in the new role, he/she will return to the previous position and their wages will be adjusted accordingly.

All new positions created or vacancies occurring at SPIN shall be posted at least five (5) business days prior to hiring.

7.4 SPIN shall offer schedule change vacancies to employees within the same position classification by seniority provided that the employee is capable of performing the specific duties required of the assignment.

ARTICLE 8

PROBATIONARY EMPLOYEES

8.1 Newly hired employees for a period of three (3) months shall be considered probationary from the date of employment excluding time lost for sickness or other leaves of absence. Employees will receive an evaluation about six weeks into their probationary period. An evaluation will be given to employees to give them a feeling on how they are doing during their probationary period. Probationary employees are eligible for benefits after completion of a three (3) month probationary period. SPIN, with the agreement of the Union, may extend the probationary period of any employee for an additional sixty (60) days. Such agreement shall not be unreasonably withheld by the Union. The discipline, termination, or suspension of any probationary employee, with or without cause, by SPIN shall not be subject to the grievance and arbitration provisions of this agreement.

8.2 All employees will be given a position profile at their orientation, before they begin work. The position profile shall be approved by the Executive Director or designee and will describe all the duties, responsibilities and conditions of employment. SPIN will provide the Union with any changes to the position profile prior to implementation. SPIN reserves the right to determine the qualifications of employees and conditions of employment subject to the obligation to negotiate changes in accordance with applicable law.

ARTICLE 9

GRIEVANCES AND ARBITRATION

9.1 All grievances, which shall be defined as complaints or disputes arising from the interpretation, application, or meaning of this Agreement, shall be exclusively and timely resolved in accordance with the procedures set forth herein. In the event that SPIN believes it has cause to terminate an employee, before taking such action, SPIN will notify the Chief Steward. Grievances filed by an employee will not be maintained in the employee's personnel file. Past disciplinary actions against an employee for any reason, except for acts committed against other individuals and criminal misconduct, will not be used as a basis for current discipline if more than twelve (12) months have passed between the date of the past discipline and the date of the incident prompting the current

discipline, and the employee has not committed a similar offense in the twelve (12) months. Records of such past disciplinary actions will also be removed from the employee's personnel file.

9.2 Step 1 -The aggrieved employee and the employee's Union steward should first discuss the problem directly with his/her immediate supervisor. It is expected that most disputes can be resolved in this fashion. If the problem is not resolved after this interaction, it is expected to be put in writing at Step 1 within five working days. However, if the immediate supervisor is not available, or does not respond promptly, or the problem is not solved, the employee may proceed directly to Step 2.

9.3 Step 2 - Within five (5) working days after the employee and Union is notified in writing of the condition which gave rise to the grievance; a written grievance must be presented by the Union to the Corporate Human Resources Officer of SPIN. Each grievance is required to be in writing, dated and signed by at least one aggrieved employee, must state the contract clause or clauses alleged to have been violated, and the relief requested. The Corporate Officer for Human Resources shall investigate and attempt to settle that matter including a meeting with the grievant and the Union Steward, if necessary. The Corporate Officer for Human Resources will respond to the employee and the Union within five (5) working days of the receipt of the grievance.

9.4 Step 3 – If the Union is not satisfied with SPIN's written response in Step 2, it may appeal to Step 3 by filing a written request for a Step 3 meeting, within five (5) working days of the receipt of SPIN'S Step 2 response. Upon receipt of a timely appeal to Step 3, SPIN shall promptly schedule and hold a meeting to discuss the grievance with the President of Local 1739, or his designee, and the CEO of SPIN, or his designee. The aggrieved employee(s) shall have the right to appear at this meeting and to suggest other witnesses who should be interviewed by the parties. If the grievance is settled at this meeting, the settlement shall be reduced to writing, signed by both SPIN and the Union, and binding on all parties. If the grievance is not resolved, SPIN shall, with five (5) working days after the meeting, to deliver to the Union its written Step 3 position.

9.5 Step 4 -- Within twenty-one (21) working days of receipt by the Union of SPIN's third step answer to a grievance or within twenty-one (21) working days of SPIN's receipt of any answer by the Union to a grievance that SPIN may have filed alleging a violation of the collective bargaining agreement, the Union or SPIN may proceed to arbitration by providing the other party with written notification as to its desire to arbitrate. Within seven (7) days thereafter, the party seeking to arbitrate shall notify the arbitrator selected in accordance with the procedure agreed to by the parties in the side letter.

9.6 Timeliness. Failure on the part of SPIN to answer a grievance within the contractual time limits, at any step, shall be deemed acceptance of the grievance and the Union's requested remedy shall be granted. Failure on the part of the Union to appeal an answer provided by SPIN within the contractual time limits, at any step, shall be deemed acceptance of the last answer provided by SPIN. All time limits may be extended by mutual written agreement.

9.7 Final and Binding. The parties shall alternate selection of the arbitrators. The Union shall select first from SPIN's three (3) arbitrators. SPIN shall select next *from* the Union's three (3) arbitrators. Subject to this procedure and the condition set forth herein or upon mutual agreement of the parties, once selected to hear a case, an arbitrator shall not be selected to hear another case until all other arbitrators have been selected. Upon being notified by the party seeking arbitration of his or her selection to hear a case, the arbitrator will be asked to accept such appointment and provide mutually acceptable dates within four (4) months of such notification. If the arbitrator selected is unable to do so within fifteen days of notification of appointment, the party seeking arbitration may notify the second arbitrator proposed and selected by SPIN or the Union based on the above described alternate selection process.

9.8 Arbitrator's Authority. The jurisdiction and authority of the Arbitrator and his/her opinion and award shall be confined exclusively to the specific provisions of the Agreement which are at issue. The Arbitrator shall have no authority to add to, alter, amend, or modify any provisions of this Agreement.

9.9 Expenses Shared. All expenses and fees of the Arbitrator and the proceedings, shall be shared equally by the parties.

9.10 Duration of Duty to Arbitrate. The obligation to arbitrate under this Agreement shall in no case survive its expiration or termination, excepting only if all the events giving rise to a grievance occur prior to such expiration, and the grievance is timely filed and processed thereafter.

ARTICLE 10

NO STRIKES –NO LOCKOUTS

10.1 There shall be no lockouts by SPIN, and there shall be no strikes, sympathy strikes, walkouts, work stoppages, or slow-downs, during the term of this Agreement.

10.2 Any employee engaging in, encouraging, or assisting in any breach of this clause shall be subject to immediate discharge.

ARTICLE 11

SALARY PAY PLAN

Effective October 11, 2009, all employees will have their base annual salary increased by one thousand (\$1,000.00) dollars per year.

Effective October 10, 2010, all employees will have their base annual salary increased by one thousand (\$1,000.00) dollars per year.

All raises will be prorated for part-time employees.

Longevity

When an employee reaches his/her tenth anniversary date, said employee shall be given a three hundred (\$300.00) dollar bonus.

When an employee reaches his/her fifteenth anniversary date, said employee shall be given a four hundred (\$400.00) dollar bonus.

When an employee reaches his/her twentieth anniversary date, said employee shall be given a five hundred (\$500.00) dollar bonus.

When an employee reaches his/her twentieth-fifth anniversary date, said employee shall be given a six hundred (\$600.00) dollar bonus.

Bonuses will be pro-rated for part-time employees.

CHANGES IN SALARY

If an employee transfers within the same position grouping to a different position the employee's salary will remain the same. If an employee voluntarily transfers into a position with a different salary he/she will receive the difference between the starting salary of the new position and the starting salary of their current position. This involves changes that are upward or downward. If an employee is involuntarily transferred to a lower position grouping as a result of disciplinary action, his or her salary will be adjusted accordingly.

Whenever a Direct Support Professional non-driver becomes a driver (on SPIN approved drivers list) or Direct Support Professional driver becomes a non-driver, the employee's salary will be adjusted in accordance with SPIN's Pay Plan (see Appendix).

Pay for approved attendance at conference will be for a maximum of a standard shift per diem (8 hours). SPIN will fairly consider employee requests to attend position-related conferences and to be reimbursed or partially reimbursed for expenses related to conference attendance. Approval of said requests rests solely with the Executive Director or his/her designee.

SPIN may review starting salaries in all positions on an annual basis and shall review any revisions with the Union. As starting salaries are adjusted, any employees who falls below the new starting salary will have his or her current salary adjusted accordingly, irrespective of the contractual increases. If an employee is at or above the new starting salary, his/her salary will remain the same. New hires starting salary cannot exceed the salary of the lowest paid employee in the respective position with similar qualifications.

ARTICLE 12

HOURS, BREAKS AND PRE-SCHEDULED OVERTIME

HOURS OF WORK

Employees shall be notified of their work schedules. All full-time positions involve a regularly scheduled work week equal to forty (40) hours. All part-time “benefit eligible” positions involve a regularly scheduled work week of greater or equal to thirty (30) hours except for those individuals who have been “grandfathered” (as delineated under Article 13 for Health Insurance) by agreement of the Union and SPIN. When changes are to be made to an employee’s schedule for other than emergency reasons and mandatory specialized training, employees will receive notice in accordance with the following.

12.1 Employees shall be given at least twenty-one (21) calendar days notice of scheduled changes which are of a permanent nature.

12.2 Employees shall be given at least seven (7) calendar days notice of scheduled changes of a temporary nature

For purposes of this section, a change of a temporary nature shall be defined as a change not to exceed sixty (60) calendar days and not to include overtime or substitute assignments.

12.3 Whenever the Agency contemplates moving an employee from one shift or schedule to another (i.e.: 8:00am - 4:00pm to 12:00am - 8:00am, Monday through Friday to weekends) seniority will govern considering the programmatic needs of the individuals being supported and the Agency will not make changes in an arbitrary or capricious manner. When considering scheduling changes, including those required for funding and programmatic needs, SPIN will meet with the affected employees to make every effort to accommodate their scheduling needs.

MEALS AND REST BREAKS

12.4 The meal and rest break schedule for personnel shall be arranged by the supervisor with the approval of the managers or Directors of each department.

12.5 Employees shall be scheduled for a one-half (1/2) hour meal break and two fifteen (15) minutes rest breaks (one before meal and one after meal) during each eight (8) hour shift. Meal and rest breaks are not permitted to result in inadequate coverage of SPIN services and operations. The parties recognize that the needs of the people we support transcend all other considerations and that the breaks provided in this section must occasionally be interrupted because of direct support needs. On such occasions, the employee's supervisor shall authorize a make-up break equal in length to the time lost as a result of the interruption. Meal breaks are unpaid except in departments or programs where staff cannot leave the work location.

Employees may work through their breaks or lunch period in order to leave work early by an equal

amount of time, on special occasions with the prior approval of their supervisor. Requests must be made to the employee's supervisor and with a reasonable amount of notice. Requests shall be granted consistent with the program's scheduling and programmatic needs. Denials of these requests are not subject to the grievance procedure. SPIN (excluding Adult Services) will provide a room for employees to take their lunch and breaks.

12.6 SPIN will assign on a rotating basis by seniority, the opportunity for pre-scheduled overtime. Such opportunities shall be offered so as to result in equitable distribution of pre-scheduled overtime. The overtime rate shall be defined as time and one-half of the employee's current hourly rate of pay. This rate shall be paid for each hour worked over forty (40) hours physically present in one week, including the time worked on the holiday. In the event an employee is held over for more than one-half hour on a scheduled shift, the employee shall be paid at the overtime rate for that time worked beyond the originally scheduled shift. All overtime compensation will be monetary.

PRE SCHEDULED OVERTIME

12.7 Pre-scheduled overtime is defined as any scheduled vacancy which the employer has three (3) days advanced notice and which remain after all substitute service personnel have been assigned. All pre-scheduled vacancies for the following week shall be posted weekly on or before 12:00pm each Tuesday and will remain posted until 12:00pm Wednesday. Employees may request assignment and SPIN will assign employees to such vacancies based on the needs of individuals, employee qualifications for specific assignment and seniority at SPIN.

12.8 All employees who are assigned shifts and who, upon arriving to the site, find the site overstaffed shall notify a supervisor immediately. The Employer shall have authority to determine whether the site is overstaffed and shall have the option of reassigning such staff elsewhere within SPIN. If the employee is not re-assigned, he/she will be paid (monetarily) for half of the scheduled shift, to a maximum of four (4) hours.

PREP-TIME

12.9 Teachers (Infant Child Development Specialist) will be given forty-five (45) minutes prep time each day. Daycare Instructors (early Childhood Paraprofessionals) who work in under age three daycare rooms will be given thirty (30) minutes of prep time three (3) days a week. The Infant Child Development Specialist and Paraprofessionals will not have any child supervisory duties during this time. Use of prep time will be restricted to the resource room, classroom, or early childhood area and always in consideration with the scheduling needs of the program.

12.10 To reflect SPIN's policy on smoking in the residential programs, employees will be allowed to smoke during their shift in the course of their regular duties which takes them outside the

residence, provided that the supervision and support of the individuals in their care is not compromised.

12.11 In Children Services, employees shall be permitted to request flexible schedules during prescheduled down days in certain Children Services programs. An employee must provide the Corporate Officer for Children Services or his/her designee with 72 hours notice of the request for the schedule. Approval or denial of the request will be made within 48 hours of the request.

ARTICLE 13

BENEFITS

TUITION REIMBURSEMENT

There is a tuition assistance plan for full-time and part-time “benefits eligible” employees (regularly scheduled for thirty (30) hours or more per week) for tuition payments for coursework at colleges, universities or other recognized higher learning entities. The employee must also have completed their three (3) month probationary period with SPIN. Tuition assistance is available to employees who take coursework in any of the following areas or any other areas deemed to be related to their position or to benefit SPIN. Eligible employees will receive tuition assistance for courses which will enhance their potential career development within SPIN.

Accounting	Behavioral Health
Business Administration	Computer Science
Criminal Justice	Criminology
Education	Early Childhood Education
Human Resources	Human Services
Humanities	Interpretative Education
Liberal Arts	Mental Health
Nursing	Psychology
Rehabilitation Education	Social Services/Work
Sociology	Special Education
Therapeutic Recreation	

Note: The above list may need updating during the term of the agreement and is subject to change by SPIN with agreement of the Union.

13.1 Eligible employees will receive tuition assistance for courses which will enhance their potential for career development within SPIN. In order for courses to be eligible, they must be part of a degree program that is offered by a fully accredited licensed educational institution. Courses may be at the undergraduate level.

13.2 Prior to registration, all applications for tuition assistance payments shall be in writing, completed in full and signed by the employee, his/her Manager, a representative from Human Resources and submitted to the

Executive Director for final approval. The approval of the Executive Director shall be final. Such approval shall not be unreasonable withheld. The employees shall be required to provide as much information as necessary.

13.3 Tuition assistance is for tuition costs and miscellaneous registration fees only. Fees for such items as, transcripts, degree candidacy, program admission, application, books, equipment, late or deferred fees, graduation fees, travel or living expenses are not reimbursable. Employees will be eligible for tuition assistance for classes covered by scholarships and/or grants, but in no event may an employee receive tuition assistance from such other sources in excess of the cost of tuition. If the employee terminates employment prior to his/her successful completion of the course, he/she will not receive tuition assistance.

13.4 Employees who are no longer in full time or part-time "benefit eligible" employment status with SPIN upon course completion are ineligible for tuition assistance even if an approved request form is on file.

13.5 For employees who are full time or part-time "benefit eligible" employees, a maximum of two thousand five hundred (\$2500.00) dollars, per employee, will be available for tuition assistance per school year provided that the employee receives at least a grade of "C" in each undergraduate course and a grade of "B" in each graduate course. Tuition Assistance will only be provided for employees receiving their associates or bachelors degrees. As of September 30, 2009, all employees currently enrolled in a Master's program will be grandfathered in and will continue to receive tuition assistance.

INSURANCE BENEFITS COVERAGE

1. The insurance benefits package offered by SPIN shall not be diminished during the term of this agreement, provided that SPIN shall have the right to change insurance carriers, providers, managers, administrators, programs, or plans, so long as the resulting coverage is substantially the same as the prior coverage.
2. Health insurance is available to all full time and part-time "benefit eligible" employees who have accepted a regularly scheduled position of thirty (30) hours per week or more, after completing their probationary period. Employees who work between twenty (20) and twenty-nine (29) hours per week and were hired prior to October 1, 1998 will keep their existing medical benefits for the term of this contract. Their Disability coverage will be for one year. The life insurance benefit will be one times the employee's salary with a minimum of twelve thousand and five hundred (\$12,500.00) dollars for part-time employees.

SPIN will hire no more than twelve (12%) percent of the number of bargaining unit employees, with scheduled hours, between twenty (20) and twenty-nine (29) hours per week.

Health/Medical Insurance: Staff is provided, through a Health Maintenance Organization (HMO), comprehensive insurance to cover health, medical, hospital, prescription and related expenses. If offered by SPIN, employees may choose an alternate plan for health coverage selected by SPIN provided the employee pays, through payroll deduction, the difference between the cost of the HMO plan and the cost of the alternative plan, and provided their participation does not jeopardize the viability of the HMO Plan. The alternative plan offered, if any, need not be substantially the same as the alternative plan formerly offered. Below is the list of co-pays for employees in the HMO.

SPIN shall reimburse employees enrolled in the IBC/Keystone HMO, POS and PPO plans for the amounts over and above the co-pays listed below:

- a) Outpatient Surgery - \$100.00
- b) In-Patient Hospitalization - \$150.00/day
- c) ER - \$50.00 in 2010 and \$75.00 in 2011
- d) MRI - \$50.00
- e) Primary Care Physician - \$20.00 in 2010 and \$30.00 in 2011
- f) Specialist - \$40.00 in 2010 and \$50.00 in 2011

Increases in monthly HMO premium:

All staff shall contribute to the cost of the base monthly HMO premium at a rate of \$4.60/pay effective January 1, 2010.

If the monthly premium increases above 15% from the base cost of the plan per employee as of January 1, 2010, all staff shall increase the contribution to the cost of the base monthly HMO premium at a rate of \$9.20/pay effective January 1, 2011.

SPIN shall meet with the union to review and explore alternate health plans.

Dental Insurance: Staff is covered for Dental services including preventive, minor and major procedures.

Vision Coverage: Staff is covered for vision and eyeglass expense.

Dependent Coverage: Medical, dental, and vision insurance coverage for your dependents is available at the employee's expense through payroll deduction. Contact the Human Resources Department for costs and procedures related to this optional coverage.

Disability Insurance: The Disability Plan will cover employees, who are eligible for benefits for eighteen (18) months from the date of injury or illness from day fifteen of the illness or injury. The employee must use two (2) weeks of Leave Time (if

available) before beginning disability. (See Article 14.10) The disability insurance company considers the first thirteen (13) weeks of disability to be short term disability and from week fourteen (14), and thereafter, as long term disability. This coverage provides income protection in the event a staff person becomes unable to work for an extended period due to injury or illness. The benefit provides 66.67% of the individual's base weekly income to provide an amount approximately equivalent to the regular base net income. The maximum period of disability benefits is eighteen (18) months. The Agency will hold the employee's same position open for six (6) months. If the employee remains out on disability six (6) months to one (1) year, a like position will be available upon their return but not necessarily the position they left. SPIN will pay for the covered employees' medical benefits for one (1) year while the employee is out due to disability. Under no circumstance can the agency guarantee re-employment beyond one year of disability. Disability leave will run concurrent with the Family Medical Leave Act (FMLA).

Life Insurance: This coverage provides staff with a Term Life insurance policy with a minimum of twenty-five (\$25,000.00) thousand dollars. The employee shall designate the beneficiary. A double indemnity is involved if the death is caused by an accident (this doubles the benefit). Employees will also have the option to purchase additional Term Life insurance on a pre-tax basis through payroll deductions.

3. The following related insurance are provided to all staff from their first day of employment:

Worker's Compensation: This coverage is available to all employees for medical expenses or disability benefits that result from a work-related injury-illness. Incidents of injury on the job, regardless of severity, must be reported immediately to the supervisor or manager, with all required documentation completed before the shift ends. In the event of serious injury, management personnel will satisfy all reporting requirements on behalf of the employee. This coverage shall run concurrent with the Family Medical Leave Act. It is incumbent upon the employee that all procedures, specified by SPIN to ensure the smooth provision of benefits under worker's compensation, be followed precisely and in a timely manner.

Social Security (F.I.C.A.) And Unemployment Compensation: SPIN participates in the Social Security and Pennsylvania Unemployment Compensation Fund on behalf of each employee. Required contributions are made to Social Security for each staff person.

TAX DEFERRED ANNUITY PROGRAM

The parties believe that it is in the best interest of the employee to plan for his or her retirement. Therefore, all SPIN employees are encouraged to participate in the Section 403(b) plan and may immediately begin their participation upon hire. Any employee who is hired into a regularly

scheduled position of 20 or more hours per week, after successful completion of three (3) month probationary period, will receive a SPIN match, based on the employee's contribution on a one-to-one basis up to a maximum of 4% of the individual's base salary for which the contribution is being made based on the following schedule which takes into consideration years of employment with SPIN:

- 0 to less than 1 year - 0
- 1 to less than 2 years – 1%
- 2 to less than 5 years – 2%
- 5+ years - 4%

SPIN will make deposits into the employee's account two (2) times per year. The match shall be sheltered from Federal tax withholding. An individual must be currently employed by SPIN on the last day of the sixth month and/or contribution period in order for SPIN to match and/or contribute on their behalf. Additionally, all employees who are enrolled in the plan as of September 30, 2009 will be grandfathered in the plan and receive the current match up to 4%, if applicable.

Further, after an employee has worked for SPIN for five (5) years, SPIN will contribute one (1%) percent of the employee's gross salary for the calendar year to the Section 403(b) plan in February each year. Employees who already are contributing to the Section 403(b) plan will receive this additional money in their accounts in addition to the SPIN match. Employees who are not contributing to the Section 403(b) plan but who take appropriate steps to insure such SPIN contribution shall be made shall receive such 1% contribution in their accounts. Employees must be employed by SPIN at the time of the disbursement to receive the 1% contribution.

All monies deposited in an employee's individual Section 403(b) account shall be one hundred (100%) vested at the time of deposit.

D A Y C A R E

Employees shall be permitted to use the SPIN Day Care Services for their children at a forty percent (40%) discount from the charges they pay directly for all children under the age of thirteen. Employees shall be permitted to SPIN's Summer Camp Services for their children at a forty percent (40%) discount from the charges they pay directly for all children under the age of thirteen. Employees shall be permitted to use the SPIN Summer Camp services for their disabled children ages 13-21 at a forty percent (40%) discount from the charges they pay directly. Although employees' children may be required to be on a waiting list, that waiting list will be given preferential treatment over the waiting list for the children of non-employees. Moreover, employees whose children are non-enrollees may make use of the day care services of SPIN on snow days at no cost to the employee. In addition, provided that employees whose children are

non-enrollees give SPIN one weeks notice, said children may make use of SPIN's day care facilities on school holidays at a discount of fifty percent (50%) of the charges made to non-employees.

ARTICLE 14

LEAVE TIME

Leave time is available to all regular staff. Leave time is earned from the first day of regular employment, but may only be used after successful completion of the probationary period or extended probationary period where applicable. Employees may request leave time of three (3) days or more by calling the Leave Request Hotline and SPIN shall notify said employees in writing no later than seven (7) calendar days from the date the request was submitted. If SPIN does not respond in writing within seven (7) calendar days from the date the request was submitted, the employee can assume the leave time request has been approved.

All leave time request for less than three (3) days require 48 hours notice and will be granted verbally by SPIN.

Employees need to provide advanced notice of leave time so that the Agency has sufficient time to schedule replacement staff and assure continuity of care for those it serves. The following notice periods apply when an employee requests leave time:

1 - 2 days48 hours notice
3 days or more2 weeks notice

Employees who request time off from Monday through Friday shall have those days granted as long as appropriate notice is given and the staff person has sufficient leave time available. In specific behavioral or medically involved homes, leave time may be reasonably denied and those specific homes are:

- Alpena
- 6624 Ardleigh
- Argyle
- Bluegrass
- Hendrix
- Meadowbrook
- Spring
- Trout
- Welsh
- Charette
- Convent
- Colebrook
- Dungan

- Erwin
- Meadowbrook
- Montague
- Moro
- Ripley II
- Red Lion B
- Normandy
- Napfle
- Vernon

SPIN shall, as needed, provide the union with additional behavioral and/or medically involved homes to be added to the above list and shall provide reason(s) for such addition. The union's approval to add these additional homes shall not unreasonably withheld.

Within sixty (60) days, SPIN shall review with the union the homes designated above and discuss which homes may be removed from the list above.

In Adult Services, approval of leave time for requests on Saturday, Sunday and holidays will be granted for the first 50 requests per day on a first come, first serve basis without regard to seniority.

All employees who want to request 5 or more consecutive days of leave time for the months of November, December and January, may request leave time in the month of September and leave will be granted on a seniority basis.

All employees who want to request 5 or more consecutive days of leave time for the months of June, July and August, may request leave time in the month of April and leave will be granted on a seniority basis.

Approval of leave time is always subject to the health, safety and welfare of the individuals to whom SPIN provides services. SPIN and the union agree that there shall be a management/union committee formed to collaborate, cooperate and discuss appropriate levels of leave time approval at any given time in each program/department at SPIN excluding Adult Services Residential.

Approval of leave time will be granted in cases of medical emergency.

SPIN shall provide the union with monthly reports of all requests and denials of leave time.

14.1 All regular employees shall earn the following leave time hours per year, effective July 1, 1993, provided that no current employee shall earn less leave time per year than they were earning as of June 30, 1993. Calculations are based on a 40 hour workweek.

Year 1:	120 hours of leave time (earn 4.62 hrs/payroll)
Year 2:	160 hours of leave time (earn 6.15 hrs/payroll)
Years 3 and 4:	200 hours of leave time (earn 7.69 hrs/payroll)
Years 5 and 6:	240 hours of leave time (earn 9.23 hrs/payroll)
Years 7 and more:	280 hours of leave time (earn 10.77 hrs/payroll)

Leave hours earned per year are based on the individual's employment anniversary date.

14.2 No leave with pay will be granted before an employee has earned it through time on the job.

14.3 Regular part-time employees are entitled to pro-rated leave time based on the same number of hours worked per week as stated on their Employment Information Sheet.

14.4 All-requests for extended leave time (greater than two days) will be scheduled on a seniority basis to assure proper client care and coverage of Agency operations.

14.5 Staff are paid for all unused leave time upon separation of employment at the employee's rate of pay at the time of separation, unless the employee fails to give proper advance notice. In such an event, penalties will be assessed against the employee's leave time account.

14.6 All employees will be informed of their current level of leave time as part of their payroll advice for each pay period.

14.7 Employees who have accumulated more than 120 hours of leave time are entitled to cash in any hours over this amount at their current rate of pay during December and June of each year or, to the extent permitted by law, move the money, unmatched, into their 403B. This transfer will be made net of any taxes that may apply (i.e. State, City, etc.). Under no circumstance is an individual permitted to accumulate more than 320 hours of leave time in the first year of the contract and no more than 280 hours of leave time thereafter. Employees are permitted to carry over 200 hours of leave time from June 30 to July 1 each year. Any amount over and above the carry over shall be forfeited.

14.8 SPIN reserves the right to schedule leave time for employees, with the approval of the Union. Such approval shall not be unreasonably withheld.

14.9 The use of leave time must be requested in advance when the day of leave time falls on the day previous to or following a holiday. Unauthorized absences on the last regular scheduled workday previous to, the day of, or the day following a holiday will result in loss of salary for the holiday. The absence will be paid, provided the employee has and uses Leave Time for the day.

14.10 It is suggested that employees' keep two full workweeks of leave time hours available should the need of medical disability arise. Should an employee go out on medical disability and not have two full work weeks of leave time hours available, the hours taken will be recorded as unpaid leave time.

14.11 Employees who have sincere religious beliefs as part of an organized religion which includes specific religious holidays, and who request to take leave on such holidays must give at least two (2) weeks notice. An employee who has paid leave available must use such paid leave for the religious holiday or holidays while an employee who has exhausted paid leave will be permitted unpaid leave for the religious holiday or holidays but, in either case, approval of such leave is always subject to the scheduling needs of the Agency. Christmas Day shall not be considered a religious holiday for this purpose.

14.12 When SPIN, Inc, programs are closed, all employees in the affected programs will have the following options:

- Use their accumulated leave time.
- Be reassigned to another department.
- Take time off without pay and without penalty or discipline, if the employee has less than 40 hours of leave time in their bank.

14.13 Call outs-Employees requesting leave time without notice for illness or personal emergencies requires notification by calling the Call-Out Hotline. The Call-Out Hotline will be operational 24 hours a day, seven days of the week. The following notice periods apply when an employee requests a call-out:

- Shifts that have a start time before noon: One hour and 30 minutes before the employee's scheduled start time.
- Shifts that have a start time after noon, but before midnight shift: Two (2) hours before the employee's scheduled start time.
- Overnight Shifts that have a start time at or after midnight: Six (6) hours before the employee's scheduled start time.

If the illness or personal emergency extends for more than two (2) days, the employee is required to provide proof of urgent matter (i.e. Doctor's note) to their supervisor upon returning to work.

Should the call-out hotline not be in operation, SPIN will notify the union of this fact when SPIN has knowledge of the problem.

14.14 Employees who are disciplined for a late call-out will have the option to present their reason for the late call-out in front of the Absentee Review Board (aka Leave Time Review Committee).

ARTICLE 15

HOLIDAYS

Employees who are full time employees will receive holiday pay in the following manner:

Regularly Scheduled:

Holiday hours earned:

30 hours	6.0 hours
31 hours	6.2 hours
32 hours	6.4 hours
33 hours	6.6 hours
34 hours	6.8 hours
35 hours	7.0 hours
36 hours	7.2 hours
37 hours	7.4 hours
38 hours	7.6 hours
39 hours	7.8 hours
40 hours	8.0 hours

15.1 For those full-time (40 hours) employees who are regularly scheduled to work more than 8 hours per shift, when a holiday falls during the work week, the employee will be paid for the holiday and shall receive pay for no less than his or her regularly fixed schedule for that day.

15.2 Employees required to work on a holiday will be compensated at time and one-half their regular rate of pay for all hours worked on the holiday. All employees (not external substitutes) who work on Thanksgiving and Christmas Day shall be paid two times their hourly rate for all hours worked on each of those holidays.

15.3 List of Holidays:

January 1st
Martin Luther King, JR's Birthday
President's Day
Memorial Day
July 4th

Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
December 25th

15.4 Unauthorized absences on the last regular scheduled workday previous to, the day of, or the day following any holiday will result in loss of salary for the holiday. The absence will be paid, provided the employee has and uses Leave Time for the day. In the event that an employee is sick on the last regular scheduled work day before a holiday, the day of, or the first working day after a holiday, a physician's certificate will be required for payment for the holiday. In the event that an employee is unable to work on the last regular scheduled work day before, the day of, or the first working day after a holiday, because of an emergency beyond his/her control which can be verified from an outside source, such as an accident report or hospital bill, he/she will not lose the holiday pay. Proof of urgent matter must be provided by the employee in the event of an unauthorized absence; otherwise, the unauthorized absence will be considered a callout and will lose the holiday pay.

15.5 If a holiday falls on a weekend, it will be observed on the previous Friday or the following Monday, at the discretion of the Executive Director or his/her designee. Holiday pay is in force only on the actual holiday as observed by his/her home department. In such cases, no employee shall receive holiday compensation for more than one day.

ARTICLE 16

OTHER LEAVES

JURY DUTY LEAVE

16.1 Leave for jury duty shall be granted at full pay with no loss of accrued leave time. All payment for services as a juror shall be turned over to SPIN.

BEREAVEMENT LEAVE

16.2 Bereavement leave shall be granted upon request in the event an employee suffers a death in his/her immediate family. Said leave shall consist of five (5) days with no loss of pay or need to use leave time for death of employee's immediate family member. Immediate family of employee shall be defined as parents, spouse, spouse equivalent, child, grandchild and sibling. Three (3) days with no loss of pay or use of leave time shall be given for spouse's parents, spouse equivalent parents and employee's grandparents. Spousal equivalent shall be a person engaged in constant cohabitation with the employee in circumstances similar to marriage. However, for the purposes of this provision only, an employee shall be entitled to declare one spousal equivalent per calendar year.

MILITARY LEAVE

16.3 Members of Military Reserves or National Guard required to take training annually shall be granted a leave of absence without pay upon application. This leave of absence shall be authorized in addition to the regular accrued leave time period. However, leave time earned may be applied to Military Leave. Application for such leave shall be made at least thirty (30) days prior to the requested commencement of such leave.

Family and Medical Leave

16.4 SPIN will comply with the Family and Medical Leave Act. Time spent on family or medical leave under the Act will not count as time worked for the purpose of accruing seniority or benefits.

LEAVE OF ABSENCE

16.5 After three year's employment at SPIN, employees may request to take a "Leave of Absence" for a period not exceeding six (6) months. A "Leave of Absence" is a leave greater than or equal to thirty (30) days, requested by an employee, for which the employee will not be paid and will not accrue leave time. A "Leave of Absence" may be requested once in writing every five (5) years of employment.

A "Leave of Absence may be requested for educational reasons, health or family issues (not applicable to those leaves governed by SPIN's disability policy or FMLA). All requests must be made at least thirty (30) days in advance of the effective date of the leave. The request for leave is made in writing on a form provided by SPIN and then submitted to Human Resources for approval. Approval is subject to the scheduling needs of the Agency. The approved leave of absence form is then returned to the employee and employee's manager.

Eligible employees are covered by health benefits at SPIN's expense for the first thirty (30) days of approved leave. After the first thirty (30) days of an approved leave of absence, the employee may choose to continue their medical benefits at their own expense. Employees choosing this option should contact the Human Resources department for the related costs.

The leave of absence approval form will include conditions for the employee to return to work. The employee's position will be held for up to six (6) months (unless the position has been changed or eliminated in the interim). If the employee's position has been changed or eliminated during the employee's leave of absence, the employee will be offered a similar position. Under no circumstances can the Agency guarantee reemployment beyond six (6) months of leave.

ARTICLE 17

PROFESSIONAL DEVELOPMENT

The parties recognize that a professional, qualified staff is necessary for the accomplishment of the mission of Special People In Northeast, Inc.

Professional Development includes required, ongoing training and opportunities to gain advanced skills within job categories.

17.1 In accord with provisions of the Commonwealth of PA, Department of Public Welfare regulations and acknowledging that personnel require continuous training to maintain skills at state of the art levels all staff are required for continued employment to participate in proscribed training which will be provided by the employer. All employees will be required to provide the Human Resources Department with their current home address and telephone number. Training, if possible will be provided during employees regularly scheduled workday. However, it is the employees responsibility to provide two (2) weeks notice of his or her schedule so that SPIN may schedule accordingly.

Agency training consists of pre-service training, state mandated certifications and in-service training.

Related training from certified/recognized Training Centers other than SPIN will be accepted.

All required training shall be at the employer's expense. Employees will be paid for time spent in all training. Employees will be paid at overtime rate for any training hours in excess of 40 hours physically present in the position in one week. Failure to annually achieve satisfactory accomplishment of all proscribed training will result in separation from employment

17.2 Subject to the availability of funds, employees will be given opportunity to attend Professional Development courses approved by SPIN at SPIN's expense. Approval will not be arbitrary or capricious and SPIN's decision shall be final.

All professional licensing fees that require maintaining employees' employment at SPIN shall be reimbursed by SPIN.

Children Services Staff will be trained to dispense medications.

SPIN will assure that all paraprofessionals receive training in autism support.

ARTICLE 18

NONDISCRIMINATION

18.1 SPIN will not discriminate against any employee or applicant for employment on the basis of that person's race, color, religion, national origin, sex (unless sex is a bona fide occupational qualification), age (40 and above), veteran status, union membership or protected union activity, sexual preference, or handicap or disability which does not interfere with the employee's ability to perform the essential components of the job after reasonable accommodation, if any.

18.2 In an arbitration under Article 9 hereof in which the grievance claims discrimination in violation of Article 18, the arbitrator shall be empowered to order any relief against SPIN which could be ordered by a federal court under Title VII of the Civil Rights Act, or under the Age Discrimination in Employment Act, or under the Americans with Disabilities Act. It is the intent of the parties that all such disputes shall be exclusively and finally resolved under the arbitration procedure and not in court litigation. The parties believe that the advantages to arbitration, especially speed of resolution and lower costs of litigation, outweigh any disadvantage that might flow from differences in discovery or absence of a jury trial.

ARTICLE 19

MISCELLANEOUS

19.1 The parties recognize the importance of a safe and healthful working environment. SPIN shall make every reasonable effort to provide adequate facilities and working conditions to protect the safety and health of its employees.

If the dishwasher in any SPIN facility becomes non-functional, disposable plates and utensils will be provided at that site for employees by SPIN when staff are required to dine with clients.

Any office or shop employee working inside an area in which the temperature falls below 65 degrees, due to mechanical breakdown of the heating unit, shall be moved to a warmer environment or dismissed with pay.

Any office or shop employee working inside an area in which the temperature exceeds 85 degrees and air conditioning is unavailable, due to mechanical breakdown of the air conditioning unit, shall be moved to cooler quarters, respectively dismissed with pay or if it is not possible to effectuate either option, affected employees shall be paid double time for all time worked under such conditions.

Any residential employee working inside an area in which the temperature falls below 60 degrees, due to mechanical breakdown of the heating unit, shall be moved to a warmer environment or dismissed with pay.

Any residential employee working inside an area in which the temperature exceeds 85 degrees and air conditioning is unavailable, due to mechanical breakdown of the air conditioning unit, shall be moved to cooler quarters, dismissed with pay or if it is not possible to effectuate either option, affected employees shall be paid double time for all hours worked under such conditions.

Any employee injured on the job, if requested and approved, will be able to seek immediate medical attention. Approval will not be unreasonably denied.

19.2 Temporary employees shall not be employed for the purpose of avoiding Union representation or filling vacancies.

Temporary workers will not be continued in service of SPIN in position or title of temporary status beyond the first designated three month period. Should SPIN wish to continue a temporary employee beyond that period, the employee will be hired as a permanent employee. SPIN, with the approval of the Union, may extend a temporary employee's term.

19.3 External substitutes shall become permanent employees after the first month in which they are employed one hundred (100) or more hours, subject to all provisions of this agreement including wages, benefits and terms and conditions of employment. SPIN shall provide the local President with a list of all hours worked by each external sub on a monthly basis. External Substitutes will be permitted to work more than one hundred (100) hours per month for June, July, August and/or December without becoming permanent employees under this section.

Children Services substitutes shall be limited to two (2) per classroom. In Adult Services, external substitutes shall be limited to 10% of all Adult Services full-time Collective Bargaining Staff.

After twelve (12) months if SPIN needs more external subs, it may approach the Union to reconsider the limits set forth above.

19.4 In the event that the Mayor of Philadelphia declares a snow emergency, requiring that only essential personnel report to work, employees in the affected programs, (excluding residential employees), will not be expected to report to work and will be paid for that day at straight time exclusive of leave time. However, qualified employees in programs that are closed may be required to work if deemed necessary.

All employees who are required to work (including residential employees) during the snow emergency will be compensated at one and one-half (1 1/2) times their regular rate of pay for all hours worked.

This section shall be limited to two snow days per contract year. Subsequent snow days will require the use of leave time by those employees who do not work. Article 12 will govern employees who

do not work on subsequent snow days.

19.5 SPIN agrees to permit voluntary contributions to be made to the union P.E.O.P.L.E. committee to be instituted through the dues check-off system. The union agrees to indemnify SPIN in the same manner as provided for in ARTICLE V, SECTION 7 - DUES CHECK-OFF (indemnification of SPIN).

19.6 Flextime shall be defined as a change in a permanent schedule and will not exceed three (3) months. Employees shall be permitted to request such permanent schedule modification for serious and good reason (i.e.: education, family issues not governed under FMLA). Such requests may be granted and rescinded with twenty-one (21) days notice consistent with the program scheduling needs and shall be subject to the Corporate Officers approval. Decisions on such requests shall not be arbitrary or capricious and disputes shall be subject to review by the Executive Director.

19.7 No bargaining unit work will be performed by a supervisor as a result of the lay-off of a bargaining unit employee while such employee is on the recall list.

19.8 Any employee who assumes the major duties of a person in a higher job classification for three (3) consecutive days shall be paid at the rate of the higher classification. A Direct Support Professional (non-driver) who regularly drives three days per week or more will be classified and compensated at the rate of a Direct Support Professional (driver). In instances where the employee makes over the higher base rate, the employee shall receive the difference between their position base rate and the higher position base rate of pay.

19.9 Any employee who is required to drive his/her own vehicle, and is on the approved driver's list, as a condition of employment will be covered under the following;

If an employee is involved in an automobile accident within the scope of employment and the employee's insurance company denies the collision/comprehensive coverage because a SPIN individual (s) was in the car or claims it was commercial usage, SPIN will pay necessary repairs to the vehicle subject to the last paragraph of this section. This provision is subject to all of the following:

- The transportation was approved;
- The employee was not found to be recklessly driving;
- The employee was not under the influence of alcohol or drugs and the employee has collision/comprehensive coverage under his/her personal automobile insurance policy.

All payments made by SPIN will require the presentation of proper documentation. These include but are not limited to:

- Reports from the employee's automobile insurance company.
- Police reports

- Automobile repair estimates

Should the employee vehicle need to be repaired under the first paragraph, two repair estimates must be obtained including one estimate from a repair shop appointed by SPIN. If the two (2) estimates differ SPIN will pay the lesser of the two (2). In the event that such repair cost exceeds eighty (80%) percent of the actual cash value of the vehicle, a total loss -payment will be remitted based upon a mutually agreed upon independent appraisal. The independent appraiser would use the NADA BLUE BOOK value or equivalent.

19.10 Employees shall be reimbursed for authorized public transportation or mileage at the IRS maximum rate when personal cars are used. Requests for reimbursements is to be made at regular intervals and detailed on SPIN's Travel Expense sheets. Related parking fees and tolls are also reimbursed upon submission of the Travel Expense sheet and receipts. All reimbursements require supervisor's approval.

19.11 Whenever there is an allegation of client abuse, the accused employee(s) will be suspended with pay, pending the outcome of the investigation. However, SPIN has the right to reassign the suspended employee(s) to administrative job duties during the suspension. SPIN is also requiring that all witnesses make themselves available for an interview within 48 hours of being contacted by SPIN.

19.12 SPIN may conduct drug and alcohol testing for vehicle accidents, work related accidents that require medical attention and for work related accidents that cause over \$1,000.00 damage to SPIN property or that causes injury to others.

When SPIN receives a positive drug or alcohol test from Business Health in accordance with the collective bargaining agreement, SPIN will notify the Union. The Union shall have five (5) business days to request treatment for said employee and enter into an agreement with SPIN to monitor their compliance and progress. The employee shall be suspended without pay or use leave time during this five (5) day period. If an agreement is not reached, the employee will be terminated.

When an employee notifies SPIN of a substance abuse problem, said employee shall be immediately referred to Rehab After Work or another rehab facility for treatment pursuant to SPIN's Substance Abuse Policy.

19.13 In any Community Living Arrangement home that requires staff, in the absence of a CBU, to attend to consumers with catheters, tube feedings, colostomy bags, insulin, oxygen therapy, and/or wound care that requires packing, SPIN will assign a CBU employee to work with the special needs consumer during the work shift. The one CBU actually assigned to perform the work will receive an additional seventy-five (.75) cents per hour for all hours worked with the special needs consumer.

If a designated individual requires a Behavior Health Specialist, and in the absence of a Behavior

Health Specialist, SPIN will assign a CBU employee to work with the special needs consumer during the work shift, That CBU employee will receive the Behavior Health Specialist differential for all hours, notwithstanding the provision of 19.8.

19.14 SPIN Management/Health Services Department shall meet two times per year with CBU Nurses to discuss caseloads. SPIN shall provide the union with a copy of the minutes of each meeting.

ARTICLE 20

Time and Attendance Review Committee

A joint Labor-Management Time and Attendance Committee will be established to review and discuss individual employee absence infractions and utilization reports that are prepared by the Committee. The Committee will consist of four (4) members plus two (2) alternates, three (3) each from Labor and Management. The Committee will meet on an as needed basis. When a meeting is held due to excessive absenteeism, the meeting will be held with the Committee, the employee and the supervisor involved.

Within five (5) working days of the Committee meeting, the Committee will submit, in writing, their recommendations in dealing with the referenced employee's disciplinary action, if any, for absenteeism to the Executive Director. The final decision on this disciplinary action will be Management's, subject to the grievance and arbitration procedure. The Committee will review each employee's occurrence on an individual basis.

GUIDELINES CONCERNING ABSENTEEISM

Leave time abuse should be considered by, but not limited to, the following criteria:

1. Patterns - Before or after holidays or scheduled leaves.
2. Frequency - The-amount and times an employee takes off during a specific period.
3. Reasons - Why the employee calls out. (bad health, family, etc.)
4. Documentation - Have the supervisor and the employee documented and brought his/her concerns to each other?

E-TIME AND ABUSE OF SCHEDULE

The parties agree that there will be a management-union committee formed to collaborate, cooperate and discuss e-time and abuse of schedule policies.

ARTICLE 21

LIGHT DUTY

SPIN will make reasonable efforts to make "light duty" work available to an employee injured on the job, as defined by the Worker's Compensation Act, provided that the employee has presented a release by the attending physician(s) to SPIN, certifying that the employee is able to return to work. The certification must identify the employee's impairment(s) and the type of light duty he or she is capable of performing. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of the earliest date of request.

ARTICLE 22

LABOR MANAGEMENT COMMITTEES

HEALTH AND SAFETY COMMITTEE

It is in the interest of SPIN, AFSCME Local 1739, and the individuals supported by SPIN that all facilities be operated in a safe and healthy manner. Therefore, a Health and Safety Committee shall be established, encouraging the greatest participation of staff. This Committee will consist of three (3) employees appointed by AFSCME Local 1739 and three (3) employees appointed by SPIN. This Committee shall meet at least every other month, in accordance with the guidelines issued by SPIN's worker's compensation insurance carrier.

The Health and Safety Committee will make and report recommendations in writing to the Executive Director, or an appointed designee, of any potentially unsafe or unhealthy working situations.

ARTICLE 23

SCOPE OF AGREEMENT

It is expressly understood and agreed by and between the parties hereto that this agreement sets forth all the promises, agreements, conditions, and understanding between the parties, and that there are no promises, agreements, conditions, or understandings, either oral or written between them other than set forth herein. This provision shall not be construed as prohibiting the parties during the term of this agreement from modifying the provisions of this collective bargaining agreement by mutual written consent.

IN WITNESS WHEREOF, the parties hereto, WITH THE INTENT TO BE LEGALLY BOUND have hereto set their hands and seals, this first day of October 1, 2009.

American Federation of State
County and Municipal Employees,
Local 1739, District Council #47,
AFL-CIO

Special People In Northeast, Inc.
10521 Drummond Road
Philadelphia, Pa 19154
