

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TREVOR'S CAMPAIGN, INC.

AND

AFSCME LOCAL 1739

October 1, 2001 to September 30, 2005

This is an Agreement, made this 28th day of September, 1993, by and between Trevor's Campaign, Inc., whose headquarters are currently at 3415 West Chester Pike, Newtown Square, PA 19073 ("the Employer") and the American Federation of State, County and Municipal Employees, Trevor's Campaign Chapter, Community and Social Service Agency Employees, Local 1739, affiliated with District Council 47, AFL-CIO ("the Union").

SECTION 1
RECOGNITION OF UNION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees of the Employer, as determined by the National Labor Relations Board to be an appropriate bargaining unit in Case 4-RC-18031: "All full time and regular part time non-professional employees, including resident counselors/house monitor, resident counselors/liaison, assistant cooks, custodians and maintenance employees employed by Trevor's Campaign, Inc. at its facilities presently located at 1618 and 1624 Poplar Street, Philadelphia, PA; excluding all professional employees, office clerical employees, confidential employees, guards and supervisors as defined in the Act." The bargaining unit is hereby specifically clarified to include any Cook who is not a supervisor.

The term "employees" as used in this Agreement means bargaining unit employees covered by this Agreement.

SECTION 2
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties. This Agreement shall also be binding upon any future operations of Trevor's Campaign in southeastern Pennsylvania. Nothing in this agreement, however, shall require Trevor's Campaign to violate the National Labor Relations Act.

SECTION 3
SHARED MISSION OF TREVOR'S CAMPAIGN

The management of Trevor's Campaign, the employees, and the Union hereby state their commitment to the mission of Trevor's Campaign--to provide food, clothing, counsel, and shelter to

homeless and hungry individuals in the Philadelphia area, to provide to such persons job training and assistance, and to provide such persons drug and alcohol rehabilitation and mental health counseling. This Agreement shall be construed in light of this mission.

Any reference in this Agreement to the residents of the Employer shall mean all homeless or indigent people who rely or may rely on the Employer for food, shelter, rehabilitation, etc., whether or not the individual resides at the Employer or is homeless.

SECTION 4
UNION SECURITY - AGENCY SHOP

The Employer agrees to an Agency Shop.

For the purposes of this Agreement, an Agency Shop shall be considered one in which all employees hired shall be liable for union dues commensurate with union policy that are lawfully imposed and withheld.

After completion of the Probationary Period, such employees shall have the option of accepting or rejecting union membership. It shall be the joint responsibility of both the employer's Executive Director (or/his designee) as well as the Union shop steward to make new employees aware of this employment condition. The employer will provide the Union the name, address, social security, position and salary of all new hires.

The Employer agrees to collect the appropriate amount of union dues and/or agency fees from all employees in accordance with the principles of the agency shop as stipulated in this Section. The Employer will forward these monies to the Treasurer of AFSCME Local 1739.

The Union may demand the discharge of any employee who fails to comply with the provisions set forth above, by serving written notice.

Nothing in this Section shall require the Employer to violate any statute, ruling, regulation, applicable executive order or other law.

The Union agrees that it will indemnify and hold the Employer harmless from any and all claims, demands, actions, proceedings, or other form of liability that may arise out of or by reason of any action or omission taken or not taken by the

Employer for the purpose of complying with this Section, including the making of deductions by the Employer. Once the funds are remitted to the Union, their disposition shall be the sole responsibility of the Union.

SECTION 5
NONDISCRIMINATION

The Employer shall comply with all applicable local, state, and federal laws prohibiting discrimination, including by way of example Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Pennsylvania Human Relations Act, and the National Labor Relations Act.

SECTION 6
MANAGEMENT'S RIGHTS

The management of the Employer and the direction of the working forces are vested exclusively with the Employer.

Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline or discharge for just cause, layoff, promote, transfer and assign its employees; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the working force; to establish new job classifications; to reorganize, discontinue, enlarge or reduce any job classification, department, function or operation; to assign or transfer employees to their departments as operations may require; to introduce new or improved facilities; to promote the welfare of residents; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer previously. It will be management's responsibility to ensure coverage for all shifts.

The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain maximum services to residents and full efficiency. Also, the Union in spirit of cooperation and shared mission [see section 3], agrees to refuse to support grievances without merit that expressly contradict management's rights as outlined in this section.

Nothing herein contained is to be construed to mean that worker has, or group(s) have, inherent rights to a particular job or task. Nothing herein contain shall limit the right of the

Employer to assign tasks to employees, including tasks of a type or in a location not normally or previously done by bargaining unit employees.

Nothing in this Section, however, shall excuse the Employer from its obligation under the National Labor Relations Act to bargain during the term of this Agreement. The Employer shall bargain over the wage rate of any new job classification it proposes to establish.

SECTION 7
USE OF VOLUNTEERS

The Employer has the right to use volunteer workers for any tasks, as long as such use is not with the intent of undermining the Union in its role as collective bargaining agent of employees. No bargaining unit member shall be discharged, laid off, or have hours reduced in order to replace him/her with a volunteer.

SECTION 8
NO STRIKES, LOCKOUTS OR OTHER WORK STOPPAGES

During the term of this Agreement, no employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer. The commitment in the preceding sentence, and all relevant commitments in this Agreement, shall apply equally to strikes, sit-downs, etc. in sympathy with or support for other workers or causes.

The Employer will not lock out employees during the term of this Agreement.

SECTION 9
NO PREJUDICE BASED ON WITHDRAWAL OF PROPOSALS

The Employer and the Union recognize and agree that the withdrawal of any proposal, partial proposal, or proposed language during 1997 negotiations is without prejudice to the party that proposed and withdrew the proposal, partial proposal, or proposed language, and that the position of the party proposing and withdrawing is equally preserved as a result of that withdrawal.

SECTION 10
FULL-TIME AND PART-TIME

A full time employee is defined to be an employee who is currently scheduled for, and has worked, an average of thirty (30) hours per week or more for the preceding two months. A part-time employee is defined as a regularly scheduled employee who does not meet the standards for hours scheduled and worked of a full-time employee.

No part time employee shall accrue vacation days, personal days, or sick days.

There shall be no more than three part-time employees at any facility. If more are needed, this will be discussed with the Union.

No part time employee shall receive holiday pay unless he/she works the holiday, in which case he/she shall be paid time and one-half (1-1/2) for all hours actually worked. No part time employees shall receive pay for time not worked or other employee benefits unless this Agreement specifically provides for such.

Any employee who is changed from full-time status to part-time status shall only be able to use vacation, personal, or sick days which were accrued as a full time employee during the time he/she is a part time employee if the change to part time status was involuntary in nature.

SECTION 11
DISCIPLINE AND DISCHARGE

The Employer shall have the right to discipline, suspend or discharge employees for just cause in accordance with its progressive discipline procedure.

The Employer must notify the Union within forty-eight (48) hours (excluding weekends and holidays) of the time of any suspension or discharge, unless a Union representative is present at the time of the suspension or discharge.

The provisions of this Section shall not apply during the Probationary Period or any extension thereof.

Any employee who has not actively worked for the preceding twelve months shall be considered to be automatically terminated, except for employees on layoff status with recall rights pursuant to Section 13.

SECTION 12
PROBATIONARY PERIOD

New employees shall be deemed probationary during the first ninety (90) calendar days of their employment during which time they may be discharged for any reason, and such a discharge shall not be subject to the grievance and arbitration procedure. The Employer with consent of the Union may extend the probationary period up to one-half (2) the normal probationary period. Consent of the Union will not be unreasonably withheld.

In the event an employee is out from work for five (5) or more scheduled days during his/her Probationary Period, the Probationary Period shall be deemed to run for ninety (90) days worked, unless otherwise extended.

SECTION 13
LAYOFF AND RECALL

In case of a layoff, the Employer shall determine the number of positions in each classification to be eliminated. Thereafter, the Employer shall select the employees to be laid off from among those employees employed in the job classification experiencing the reduction in staff.

In selecting employees to be laid off, seniority will govern if factors such as performance, skill, ability, experience, education, and ability to do the job are equal. Such selections shall be subject to the grievance procedure. If the Employer retrenches the least senior employee, the Union shall not pursue the grievance beyond the third step of the grievance procedure.

Laid off employees shall have recall rights for a maximum of eighteen (18) months from their last day actually worked. There shall be no new hires for bargaining unit positions as long as there are laid off employees with recall rights who have not been offered recall pursuant to the provisions of this Section.

Laid off employees will be recalled in the opposite order in which they were laid off; more recently laid off employees shall be recalled first. Among employees laid off at the same time, seniority shall govern. All rights to recall are contingent upon

the ability to perform the job effectively.

The Employer meets its obligation to recall an employee when it places a letter in the U.S. Mail, certified, return receipt requested, to the employee's last known address making the employee aware of a possible position. The employee must contact the Employer within ten (10) calendar days of the date the letter is placed in the mail, make his/her availability known to the Employer, and be ready to start work for the Employer within calendar 14 days of the date the Employer's letter is placed in the mail. If the Employer directly contacts the laid off employee by a manner other than mail (such as directly by telephone) the applicable time periods run from the date of that direct contact. It is the duty of the laid off employee to maintain a current address with the Employer.

If a laid off employee fails to timely respond to notification by the Employer, or fails to be available for work when offered recall, all his/her recall rights expire. If the employee fails to respond because notice was never received, and the employee subsequently makes his/her current address and availability known to the Employer, the employee will again have recall rights in accordance with his/her seniority, up to a maximum of eighteen (18) months from the last day actively worked.

The recall rights in this Section shall also apply to employees who were laid off subsequent to the certification of the Union as collective bargaining agent, but prior to execution of this Agreement.

SECTION 14 **POSTING AND PROMOTIONS**

All new/or vacant positions at Trevor's Campaign shall be posted. The Employer shall not fill a bargaining unit job until the position has been posted at least seven (7) calendar days. Preference in filling bargaining unit job openings shall be given to qualified current employees who apply. Employees who apply and are given new shifts at an existing job are subject to 90-day performance probation. Nothing in this Agreement shall limit the Employer's discretion in staffing non-bargaining unit positions.

There may be a probationary period (with respect to job performance only, not benefits) when an employee moves to another job, in the same or a different classification. If the employee fails to pass probation, the employee may bump back to his/her

previous job, even if it results in the displacement, layoff, etc., of employees affected by the bumping.

Employees may bump back into the bargaining unit from non-bargaining unit position within the first six months of leaving a bargaining unit position.

SECTION 15 **EVALUATIONS**

The Executive Director or his/her designee shall evaluate in writing all employees once per year, in the employee's anniversary month, or the months immediately before or after the employee's anniversary month. The content of the evaluation shall be within the discretion of management.

Each employee shall be furnished with a copy of the evaluation. In the event the employee does not agree with the evaluation, he/she may request a review by the Executive Director. Should no agreement be reached, the evaluation may be subject to the grievance and arbitration procedure.

Any employee who receives in his/her annual anniversary evaluation an overall evaluation rating of 45 or more points (on the attached evaluation form) or has perfect attendance [working all scheduled shifts] for the preceding 12 months (excluding vacations and personal days) will receive in the next pay period a bonus of \$150.00 for a full time employee and \$75.00 for a part time employee.

SECTION 16 **SENIORITY**

"Seniority" as used in this Agreement means length of service with Trevor's Campaign, Inc. Seniority shall govern decisions of the Employer only to the extent specifically stated in this Agreement.

A bargaining unit employee who is promoted to management but returns for any reason to the bargaining unit shall return with full seniority as if the employee never left the bargaining unit, only if the employee returns within 90 days of having left the bargaining unit.

Any employee who quits or who is properly discharged shall lose all seniority, and if rehired, shall be treated under this Agreement as a new hire.

SECTION 17
WORK WEEK AND OVERTIME

The regular workweek for full time employees shall consist of forty (40) hours. The regular workday shall consist of eight (8) hours.

Employees shall receive two (2) paid fifteen (15) minute breaks per day, which shall be scheduled by the Employer, and subject to change based upon the needs of the Employer.

Any hours actually worked in excess of eight (8) in a day or forty (40) in a week shall be compensated at a rate of time and one half (1-1/2) the employees normal hourly rate. However, if an employee is not paid for all regularly scheduled shifts, he will be paid at his standard rate for all hours worked outside the scheduled shift.

No overtime shall be worked unless specifically authorized by the Employer. In the event an employee works overtime hours which were not authorized and had to do so because his/her replacement was late for scheduled start time, the Employer may dock the late employee for time not worked, but must pay the employee held over an overtime premium, if applicable.

There shall be no pyramiding of overtime.

For the purpose of allocating overtime, the Employer will maintain a publicly posted list of full time and part time staff who has completed their probationary periods. These lists will be in order of seniority and will be compiled in conjunction with the Union. There will be a separate list for each job classification. The names of all employees will be placed on the lists unless an employee requests in writing that his/her name be omitted. All participating employees must ensure that the Employer has his/her current telephone number.

Overtime opportunities for a given classification shall be offered on a rotating basis, utilizing the relevant list described in the preceding paragraph. When an overtime opportunity arises, the employee who is then highest on the relevant list shall be offered the opportunity. If he/she turns down the opportunity, or cannot be reached through a single phone call to the number on record, the opportunity shall be offered to the employee who is next highest on the relevant list, and then if necessary to the third highest person, etc. If four employees turn down the overtime opportunity or cannot be reached, the

Employer may select any employee for the overtime work. In any case, subsequent overtime opportunities shall be offered by returning to the list at the point where the Employer last left off.

Overtime opportunities expected by the Employer to be less than 90 minutes in length may be offered to the incumbent without recourse to the procedures specified above.

If no employee for the relevant classification is available, the opportunity may be offered to any employee. Nothing in this Agreement shall require the Employer to offer overtime work to an employee who is not capable of performing the tasks effectively.

In the event that an overtime opportunity is incorrectly offered, the aggrieved employee shall bring this error to the attention of the Employer through a grievance. The remedy for an error in the offering of an overtime opportunity shall be to offer the wronged employee the next available and suitable overtime opportunity.

The Employer shall have the right to require employees to work overtime. The Employer shall first ask all available employees capable of performing the job effectively to work the overtime. If an insufficient number of employees agree to work overtime, the Employer may require the least senior available employee capable of performing the job effectively to work the overtime.

To prevent the burden of required overtime work continuously falling upon the same least senior employees, management has the right to require senior staff to work overtime after two (2) consecutive refusals of overtime opportunities. This requirement will be for only one shift and no more than twice per month.

Employees must report to their next scheduled shift, after a double shift to get compensated the overtime rate.

SECTION 18
WAGES

The base wage rates for employees in the following positions shall be as follows:

Residential Counselor	\$6.75
Custodian	\$6.75

Assistant Cook	\$6.75
Cook	\$7.25
Maintenance	\$7.25

All employees shall receive twenty-five (.25) cent increase per hour to their base wage effective January 1, 2002.

All employees shall receive twenty-five (.25) cent per hour increase to their base wage effective January 1, 2003.

All employees shall receive twenty-five (.25) cent increase per hour to their base wage effective January 1, 2004.

All employees shall receive thirty (.30) cents per hour increase to their base wage effective January 1, 2005.

There shall be a shift differential for residential counselors who work the overnight shift. This shift differential shall be an additional ten (.10) cents per hour.

Longevity

Effective January 1, 2003 any employee who has been employed at Trevor's Campaign for ten years will receive a bonus of three hundred (\$300.00) dollars.

Effective January 1, 2003 any employee who has been employed at Trevor's Campaign for fifteen years will receive a bonus of five hundred (\$500.00) dollars.

Thereafter, all employees who reach their tenth and fifteenth anniversary date shall be given their bonuses respectfully.

SECTION 19
BENEFITS

The Employer shall maintain the employee benefits (group health coverage, life insurance, and pension, contributory and non-contributory) that are in effect at the time of execution of this Agreement, including the eligibility provisions and specific benefits provided.

Effective January 1, 2003 Trevor's Campaign for the Homeless Will provide medical coverage as follows:

Individual Coverage - 100%
Employee and Spouse - 87.5%
Employee and Child - 87.5%
Family Coverage - 87.5%

Effective January 1, 2004 Trevor's Campaign for the Homeless will provide medical coverage as follows:

Individual Coverage - 100%
Employee and Spouse - 75%
Employee and Child - 75%
Family Coverage - 75%

Eligibility for group health benefits shall be based upon actually working an average of 30 hours or more per week for the preceding calendar month. The Employer contribution to the pension plan is one percent (1%) of compensation, and a matching 2.5%, as defined in the plan documents.

Notwithstanding the preceding paragraph, in the event a severe financial crisis for the Employer arises subsequent to the execution of this Agreement, the Employer may curtail or eliminate any employee benefit, if reasonably necessary to the continued operation of the Employer, given the changes proposed and all the surrounding circumstances. Any curtailment or elimination of benefits may be made only after negotiation with the Union, and shall be subject to the grievance procedure. Any curtailment or elimination of benefits with respect to bargaining unit employees must also be applicable generally to management employees.

The Employer shall, upon request, provide the Union with a copy of any employee benefit plan documents.

SECTION 20
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is hereby defined to be a complaint or dispute arising between the Employer and an employee or the Union under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be filed, processed, and disposed of in the following manner.

A steward on behalf of the Union or on behalf of employee(s) may file a grievance as long as the Union office and/or grieving employee are fully aware of the grievance. The Union may designate three (3) bargaining unit members to act as stewards and said written list of stewards must be given to the Employer in a timely fashion.

The steps of the grievance procedure, which must be strictly adhered to, are listed below. Both the Union and the Employer agree that the purpose of the grievance procedure is to resolve the conflict at the lowest possible level and each commits to negotiate in good faith, follow all written procedures, answer all relevant questions and seek resolution that avoids the costs, adversarial posture and time delay of arbitration.

The steps of the grievance procedure are as follows:

Step 1. A grievance must be presented by the steward in writing to the grievant's supervisor (Assistant Director or a designee) within five (5) calendar days after the grievance knew or should have known of the facts which led to the grievance. Grievances not presented in person must arrive by mail by the fifth day.

Each grievance must be signed by the grievant, properly dated, completely and clearly state the specific facts and case to reconsider a decision or alter an existing situation, specifically state the contractual basis for the grievance (citing all relevant sections and applicable language) including contract clauses allegedly violated, and specifically and completely state the remedy sought. If any of these elements is omitted the grievance will be returned for revision and completion. The supervisor shall attempt to resolve any grievance matter by responding in writing to the Union within five (5) calendar days of his/her receipt of the grievance. Time is of the essence.

Step 2. Within 5 (five) calendar days of the supervisor's response, if the union deems the response unacceptable for stated cause, the grievance may be submitted to the Director of the Shelter, or his/her designee. The Director of the Shelter or his/her designee shall attempt to resolve any Step 2 grievance matter by responding in writing within (5) five calendar days of receipt of the grievance. Time is of the essence.

Step 3. Within five (5) calendar days of the response from the Director of the Shelter or his/her designee, if the Union deems the response unacceptable for stated cause, the grievance may be submitted to the Federal Mediation and Conciliation Service for mediation. A federal mediator will call the parties together within another five (5) calendar days in order to help resolve the grievance. Both parties will examine the recommendation of the mediator, which will include counsel as the probable findings of arbitration if pursued, in an attempt to resolve the grievance at this level. Time is of the essence.

Step 4. The Union, within ten (10) calendar days after the recommendation of the Federal mediator, may request arbitration by written notice to the Executive Director. The arbitrator shall be selected and the arbitration shall be conducted in accordance with the rules of the Arbitration Association of America (AAA). (In all cases, AAA and arbitrators will be request to resolve all matters within 120 days of the matter leading to the original grievance.) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument... Time is of the essence.

The jurisdiction and authority of the arbitrator and his/her opinion and award, if any, shall be confined exclusively to the provision of this Agreement which were specified to be at issue by either side. The arbitrator shall have no authority to add, alter, amend or modify any provision of this Agreement, or to determine that any provision of this Agreement establishes an implied limitation upon the Employer which is not herein specifically set forth.

Expenses of the arbitrator and the proceedings shall be borne equally by the parties except where specifically outlined elsewhere in this Agreement.

SECTION 21
HOLIDAYS AND HOLIDAY PAY

Employees may be required to work on any holiday. Any full time employee required to work on a holiday listed below shall receive time and one half (1-1/2) pay for all hours worked, and receive eight (8) hours holiday pay in addition. Any full time employee who is not scheduled to work the holiday shall receive eight (8) hours holiday pay.

Any employee who is scheduled to work a holiday but who does not in fact work all scheduled hours shall receive no holiday pay. Any employee who is not scheduled to work the holiday will receive holiday pay only if he/she works the scheduled shifts immediately preceding and immediately following the holiday. Approved vacation or personal days shall not be considered "scheduled shifts" for the purposes of the preceding sentence.

The following days will be treated as holidays under this Agreement:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Effective January 1, 2002, Veterans Day will not be treated as a holiday.

Job Description

When a new or current employee starts in a new position, the employee shall be given a copy of the appropriate job description. On the employees first day on the job, for currently existing jobs or within thirty (30) days for newly created position. Copies of all job descriptions shall be given to the local Union.

Management reserves the right to change job descriptions in consultation with the Union.

SECTION 22
VACATION

Full time employees will be entitled to vacation as follows:

0 to 2 years.....	10 days per year
2 to 5 years.....	15 days per year
5 years and over.....	20 days per year

Trevor's will endeavor to allow employees to utilize their vacation time every calendar year. The scheduling of vacation time shall be at the request of the employee, but subject to the needs of the employer.

SECTION 23
PERSONAL DAYS

Full time employees who have completed one full year active service shall receive three (3) personal days for that calendar year. Personal days may be taken for any reason, but the scheduling of such personal days is subject to the needs of management and the employee must request such personal days at least three (3) days in advance, if possible. Personal days may not be used in less than one (1) day increments. There shall be no carryover of personal days from one year to another, and there shall be no payment for personal days at the cessation of employment.

SECTION 24
SICK DAYS

Full time employees who were hired prior to the execution of this Agreement and who are employed as of January 1 of a given year shall receive up to ten (10) paid sick days for the coming calendar year. Such sick days shall accrue one per month for the first ten months of the year. Full time employees who were hired subsequent to the execution of this Agreement and are employed as of January 1 of a given year shall receive up to six (6) paid sick days for the coming calendar year. Such sick days shall accrue one every two months. Full time employees who were hired subsequent to the execution of this Agreement and are employed as of January 1 of a given year, and have completed two years active service, shall receive up to ten (10) paid sick days for the

coming calendar year.

Sick days may only be used when the employee is too ill to work, and may not be used as vacation days. Any employee, who has called out sick for three (3) or more consecutive days, must submit medical verification of illness to be compensated for those days. Misuse of sick days is an offense subject to discipline, suspension or discharge.

All full-time employees may accumulate a maximum of thirty sick days. If an employee is at the maximum accumulation and either resigns with proper notice [two weeks] or receives notice of layoff, the employee shall be paid for one-half of their thirty-day accumulation.

After one (1) full year of service, the Agency will guarantee the employee's present position (including shift), for seventy-five (75) days away from the job (combining time taken with pay and without pay). Provided that the employee (i) is incapable of performing work due to illness or disability; and (ii) provides medical verification that such illness or disability prevents the employee from performing work. Medical benefits will be continued by the Agency during this period.

SECTION 25 **NOTICE AND SEPARATION PAYMENTS**

Employees are expected to give two (2) weeks notice of their intention to quit. Employees who do not give at least two (2) weeks notice of intention to quit shall not receive the separation payments specified in this Section. In addition, employees who are discharged for just cause (but not exclusively for poor job performance) shall receive no separation payments.

At the conclusion of his/her employment or in the event of a layoff of three (3) weeks or more, the employee shall be paid for earned but unused vacation time at a rate of 100%. For the purposes of this paragraph, vacation for the year of cessation of employment or layoff shall accrue on a proportionate basis. The applicable wage rate shall be the employee's final wage rate, or rate at the time of the layoff.

Employees shall not be entitled to earned but unused vacation time (or any other pay for time not worked) except in accordance with this Section.

As to employees on layoff at the time of execution of this

Agreement, earned but unused vacation, personal or sick time shall be retained or but not usable while only layoff. If recalled, such employees shall accrue vacation, personal, and sick time on a pro-rata basis for the year at issue, and may use that time and time accrued but unused prior to layoff.

With respect to employees actively working at the time of execution of this Agreement, the right to use vacation, personal or sick time shall be governed from the execution of this Agreement until December 31, 1993, under preexisting policies.

SECTION 26
BEREAVEMENT LEAVE

An employee is eligible for a maximum of five (5) consecutive calendar days off work to handle the arrangements or to attend the funeral/memorial services of members of an immediate family. An immediate family member is defined as spouse, spouse equivalent, child, stepchild, brother or sister, or parent or legal guardian who raised the employee.

An employee is eligible for a maximum of two (2) consecutive days off work to handle the arrangements or to attend the funeral/memorial services of members of their spouse's parents or grandparents.

Employees will be paid for days missed because of bereavement, as specified above, to the extent they were scheduled to work those days. Employees may request additional time off without pay for bereavement.

In order to receive pay for days scheduled but not worked because of bereavement, the employee must submit a written statement specifying the name of the deceased, the employee's relationship with the deceased, the county and state in which the deceased died, the date of death, and the place or funeral or other memorial services.

SECTION 27
WORKPLACE PRACTICES COMMITTEE

There shall be established a Workplace Practice Committee, consisting of the Executive Director or his/her designee, and two persons appointed by the Union. The Workplace Practice Committee shall meet once per month. The monthly meeting shall take place on the first Thursday of the month, unless rescheduled. Time spent in meetings of the Workplace Practices Committee shall not

be paid time. Meetings may be scheduled, rescheduled, or discontinued for resumption at a later date in the discretion of the Executive Director or his/her designee.

During such meetings, Union members of the Committee may propose ideas and make suggestions on subjects that are not otherwise mandatory subjects of bargaining. The Executive Director or his/her designee shall consider such proposals and suggestions.

Nothing in this Agreement, however, shall require the Employer to reach an agreement with the Union on these subjects, or to bargain to an impasse. The only obligation arising under this Section is to meet and to consider ideas and suggestions.

The Workplace Practices Committee is a forum for constructive ideas and suggestions for the betterment of services provided to the residents.

SECTION 28
FAMILY AND MEDICAL LEAVE

The parties recognize that the Employer is not at the time of the execution of this Agreement bound by the terms of the Family and Medical Leave Act. The Employer will, nevertheless, give consideration to requests for unpaid leave for family or medical leave.

SECTION 29
DRUG & Alcohol Policy

The Employer shall comply with, and the Union agrees to and abides by, all applicable Federal, State, and Local laws regarding the maintenance of a Drug-Free work place. Where the Employer has cause to believe an employee may be under the influence of alcohol or drugs, the Employer will notify the Union and the Employee will be tested by a certified test site.

For any employee who violates this policy, the Employer may terminate his or her employment for the first offense, however counseling and treatment will be considered where appropriate. Treatment for substance abuse is available under the employee's health coverage.

SECTION 29
ENTIRE AGREEMENT

The Agreement constitutes the sole and entire agreement between the parties, and may be modified only in writing with specific reference to this Agreement.

SECTION 30
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of execution and shall remain in full force and effect until September 30, 2005. This Agreement shall remain in effect from year to year thereafter unless and until either party gives to the other party written notice by certified mail, return receipt requested, ninety (90) days prior to the end of the original term, or ninety (90) days written notice prior to the subsequent year, of an intention to terminate the contract at the end of the original term or at the end of the then current year.

In the event of failure to serve notice by either party, the Agreement shall renew itself from year to year.

FOR THE EMPLOYER

David Buffum, Executive Director
Trevor's Campaign

FOR THE UNION

Frederick Wright, President
AFSCME LOCAL 1739