

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOCAL UNION NO. 1739

AFFILIATED WITH THE AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

AND ITS

DISTRICT COUNCIL 47

AND

TENANT'S UNION REPRESENTATIVE NETWORK

JULY 1, 2008 - June 30, 2011

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AGREEMENT  
BY AND BETWEEN

TENANT'S UNION REPRESENTATIVE NETWORK and its subsidiaries, including all departments and special projects (hereinafter together referred to AS THE "Employer, AGENCY OR TURN located at 1315 WALNUT Street, third floor, Philadelphia, PA and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1739, AFFILIATED WITH DISTRICT COUNCIL 47, AFL-CIO (hereinafter referred to as the "Union")

THE MISSION  
Of the  
TENANTS UNION REPRESENTATIVE NETWORK OF PHILADELPHIA

The mission of the TENANT'S UNION REPRESENTATIVE NETWORK of Philadelphia is to advance and defend the rights and interests of tenants and homeless people.

Our goal is to guarantee to all Philadelphians access to safe, decent, accessible and affordable housing. We accomplish this goal by developing and implementing a common agenda -- involving TURN leadership, staff and membership, and community allies -- according to the following principles:

**WE ADVOCATE**, on behalf of tenants and homeless people to guarantee their rights to decent and affordable housing;

**WE ORGANIZE**, our members, tenant groups, communities, community leaders, and others to fight for justice in housing and assure fair treatment and respect for tenants and homeless people;

**WE EMPOWER**, our members, our clients, and the community at-large through educational activities about attacks on tenant's rights and the homeless and the need to organize in our own defense, and how to access help and services;

**WE FORM AND JOIN COALITIONS**, with other individuals and organizations when appropriate and in furtherance of our mission;

**WE PROVIDE SERVICES**, such as financial assistance, social services, and information and referral services, in ways which organize and empower tenants and homeless people to advance

their housing rights for themselves and their families, and allow them access and maintain decent housing.

**ARTICLE I**  
**RECOGNITION**

1. The Employer recognizes the Union as the sole exclusive collective bargaining representative of all full time and regular part-time employees as delineated in Appendix A scheduled to work twenty (20) hours or more per week.
2. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement as defined in Section 1 hereof.
3. Temporary employees may be disciplined, discharged, laid off or terminated for any reason at the discretion of the Employer and said discipline, discharge, lay-off or termination shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

1. The management of the Agency and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by specific provision of this Agreement, the Employer retains the sole right to hire, discipline or discharge for cause, lay-off, promote, transfer and assign its employees; Change job classifications for individual employees provided salary is not changed; to determine or change the starting and quitting time and number of hours worked and the amount of "compulsory overtime" to be worked; to promulgate working rules and regulations; to assign duties to the work force; to organize, discontinue, enlarge or reduce a department, function, or division; to assign or transfer employees to

other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

2. The Employer may introduce a change in the method or methods of operation, which will produce a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and/or work reductions of any program to be hereafter undertaken by the Employer.
3. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain maximum individual care and full efficiency.
4. There shall be no individual agreements between employees and the Employer.

### **ARTICLE III** **UNION SECURITY**

#### Union Security - AGENCY Shop

1. The Employer agrees to an Agency Shop. It shall be the responsibility of the Executive Director, or his or her designee, to make new employees hired aware of this employment condition. Once the Executive Director or his or her designee makes new employees aware of the Agency Shop provision of the contract, it shall be the Union's responsibility to enforce this provision of the contract.
2. For the purpose of this Agreement, an agency Shop shall be considered one in which employees employed at the time of this Agreement and all employees hired thereafter shall be liable for either union dues or agency fees, commensurate with Union policy that are lawfully imposed and withheld. The Union may demand discharge of any employee who fails to comply with this provision of the contract by serving written

notice to TURN and the employee no later than fifteen (15) calendar days after such tender date, provided the Union has notified said employee of the amount of his or her financial obligation to the Union and provided the employee with a date by which such delinquent payment must be made.

3. After completion of the probationary period, such employees shall have the option of accepting or rejecting union membership. However if the employee rejects union membership, that employee shall pay an agency fee to the Union which will be their shared amount of money necessary for the Union to perform its duty as the exclusive representative of the employees in dealing with TURN and labor management issues and shall be calculated consistently with *Communication Workers of American vs. Beck, 108 S.Ct. 2641, 487 U.S. 735, 101 L. Ed. 2d 634, 128 LRRM 2729 (1998)* and its progeny.
4. The Employer agrees to collect the appropriate amount of union dues and/or AGENCY fees as determined by the union, from all employees who have signed authorizations for such deductions. The Employer will forward these monies to the Treasurer of AFSCME Local 1739. TURN will provide to the Union all bargaining unit employees' address that TURN has on file once a year upon the union's request.
5. Nothing in this section shall require the Employer to violate any statute, ruling, regulation, applicable Executive Order or other law.
6. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with any of the provision of this Article or any other provision of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of the Employer's reliance upon any list, notice, request or assignment furnished under any such provision or by reason of any action taken or not taken by the Union.

**ARTICLE IV**  
**NON - DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religion, creed, national origin, sex, sexual orientation, age, disability, political affiliation, political belief or union membership. The Employer and the Union agree to abide by the provisions of the Americans with Disabilities Act.

**ARTICLE V**  
**NO STRIKES, LOCKOUTS AND WORK STOPPAGES**

1. No Strikes, Work Stoppages, Etc.: Employees shall not engage in any strike, sympathy strike, slow down, sickout, sit down, work stoppage, or any other concerted activities which interrupt the full performance of work without regard to the cause therefore.
2. No Lockouts: The Employer agrees not to engage in any lockout during the term of this Agreement or during the negotiations of a renewal thereof.

**ARTICLE VI**  
**TEMPORARY EMPLOYEES/CONSULTANTS**

Temporary Employees/Consultants are workers hired for a specific period of time, no more than six (6) consecutive months.

No temporary worker will be continued in the service of TURN in other positions of temporary status beyond the first three month period without the approval of the Union, except that temporary employees may be utilized to fill in for an employee on a Disability Leave, Leave of Absence or Child Rearing Leave. Should the AGENCY wish to continue the individual in its service, the employee will be hired as a permanent employee. If the employee is retained, the starting date of temporary employment shall be established, as the employee's anniversary date and the period of temporary employment shall be included as the probationary period.

**ARTICLE VII**  
**PROBATIONARY EMPLOYEES**

All newly hired employees shall be considered probationary for the first sixty (60) working days from the date of employment. TURN with the consent of the Union, which will not be unreasonably withheld, may extend the probationary period of any employee, with or without cause and such extension shall not be subject to the grievance and arbitration provision of this agreement. Upon successful completion of the probationary period, the employee's bargaining unit seniority shall be retroactive to his/her date of hire.

**ARTICLE VIII**  
**HOURS OF WORK**

The minimum regular work day for regular full-time employees in the bargaining unit shall consist of eight (8) hours per day, which includes one (1) hour paid lunch and a minimum of forty (40) hours in a work week. The regular workweek shall be Monday through Friday.

The threshold for regular part-time employees in the bargaining unit shall be any employee who works twenty (20) or more hours per week. In the event TURN intends to increase the number of current part-time employees beyond three (3) the parties agree to meet and discuss the issue at least thirty (30) days prior to taking such action.

The regular work hours are 9:00 a.m. to 5:00 p.m. Employees may request approval from their immediate supervisor to change their regular work hours. This approval must be in writing and must in management's opinion, improve the efficiency and effectiveness of TURN.

Time and one-half (1-1/2) shall be paid for all hours actually worked in excess of forty (40) hours in a workweek.

Prior to an employee working any hours in addition to their regularly scheduled hours, written approval must be secured from the immediate supervisor.

**ARTICLE IX**  
**BARGAINING UNIT VACANCIES**

1. Whenever a vacancy is available in the bargaining unit, preference shall be given to the employee with the greatest skill and present ability to perform the new job. Bargaining unit seniority shall govern where skill and present ability to perform the new job are considered equal. All bargaining unit openings will be advertised internally for five (5) working days. A copy of the vacancy announcement will be given to each shop steward. Bargaining Unit employees applying for a vacant position should submit a cover letter and their resume to the Associate Executive Director.
2. The Employer shall determine the qualifications of candidates for vacant positions considering such factors as education, experience, skills, and training. Where a test is utilized to determine skill and present ability, all candidates for the particular posted vacancy shall be given the same test.
3. If an existing employee is accepted for the vacancy, that employee will have a sixty (60) working day initial assessment period to determine his/her suitability/feasible for the new position. At the end of the sixty (60) day initial assessment period, the employee will either be awarded the position or returned to his/her previous job and salary.

**ARTICLE X**  
**AGENCY HOLIDAYS/PERSONAL HOLIDAYS**

New Year's Day, Martin Luther King's Birthday (to be celebrated on the National Holiday), President's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and day after Christmas shall be paid holidays. Each regular full-time employee shall be paid

the number of hours he/she is regularly scheduled to work at his/her regular straight time rate of pay provided that:

- a. Such employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday, except for authorized paid leave approved by TURN.

When a scheduled holiday falls on a Sunday, the following Mondays shall be observed as the holiday. When a scheduled holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

An employee who has been requested by TURN to work on an AGENCY holiday shall be paid time and a half for hours worked on the holiday provided such employee works his/her entire scheduled work day immediately preceding and his/her entire scheduled work day immediately following the holiday, except for authorized paid leave approved by TURN.

If a holiday falls during an employee's vacation, at the option of TURN the vacation may be extended by one (1) day or the employee may be granted another vacation day mutually agreed upon by TURN and the employee.

If an employee agrees to be scheduled by the Agency to work on a holiday and does not work, the employee shall receive no holiday pay.

In addition, each regular full-time employee is entitled to five (5) personal holidays of his/her choice and each regular part-time employee is entitled to two and one-half (2 1/2) personal leave days of his/her choice, provided advance notice is given to the immediate supervisor and there is no conflict with the work schedule for the Department. In the event of an emergency where advance notice cannot be given to the supervisor, the Employer will not unreasonably deny permission to use personal leave.

The five (5) days are accrued at the beginning of each fiscal year and must be used during that fiscal year or they will be forfeited. Probationary employees are not eligible to use personal leave until the successful completion of their

probationary period. Upon separation from the Agency, employees shall not be paid for unused personal holidays.

## **ARTICLE XI**

### **INCLEMENT WEATHER**

If the Philadelphia Public and Parochial Schools are closed for the day due to inclement weather as of 8:00 a.m., the Agency offices will be closed for that day. If the Philadelphia public and Parochial schools are closed due to inclement weather for more than three consecutive days, the Agency will be open for business on the fourth (4<sup>th</sup>) day unless there is a state of emergency in effect.

If the Philadelphia Public and Parochial Schools are closed for some other reason and inclement weather exists that same day, employees shall be notified by their supervisor by 8:00 Am. that morning if the offices will be closed. Staff will reschedule any appointments by speaking directly by phone with the person scheduled, notifying clients that TURN will be closed, at least a day before the pending inclement weather.

Employees are responsible for providing the employer with a designated telephone number where they can be reached.

## **ARTICLE XII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Grievance Procedure**

A grievance shall be defined as a dispute or disagreement raised by a member of the bargaining unit against the Employer regarding an interpretation of provision of this agreement. Either the Union or the Employee may initiate and pursue the grievance procedure.

- Step 1. Within then (10) working days after the employee knew or should have known of the condition, which gave rise to the grievance. A written grievance must be presented by the aggrieved employee

and/or the employee's Union Steward to his/her immediate supervisor. The supervisor shall meet and attempt to settle the matter, hopefully, most disputes can be resolved at this step. However, if the immediate supervisor is not available, does not respond within five (5) working days, or the problem is not solved the employee/Union may proceed directly to step Two.

Step 2. Within five (5) working days of an unsatisfactory response at step 1, the Union/employee may present the written grievance to the Executive Director. The Executive Director shall investigate and attempt to settle the matter, including meeting the Grievant and Union representative, if necessary. The Executive Director or Designee will respond to the Union in writing within ten (10) working days within receipt of the grievance.

Step 3. Within twenty-one (21) working days of the receipt of the Employer's Step 2 position, the Union may demand arbitration pursuant to the rules of the American Arbitration Association. An arbitrator shall be selected and a hearing scheduled and conducted pursuant to those rules. TURN will be notified in writing.

1. **Timeliness:** Failure on the part of TURN to answer a grievance within 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 TURN within the contractual time limits, at any step shall be deemed acceptance of the last answer provided by TURN. Defaults for timeliness shall occur only after confirmation of actual receipt (i.e. certified mail, hand delivered or telephone conversation).

All the limits may be extended by mutual written agreement.

2. **Effect of Settlement:** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Employer and the Union shall be final and binding upon the employee, employees, or persons who are involved are affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

**Computing Time limitations:** Saturdays, Sundays, and Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

3. **Discharge:** An employee who has been discharged shall bypass Step One and file his/her grievance directly with the Executive Director within ten (10) days of the discharge. The Grievance shall then be processed in accordance with Step Two and, if necessary, proceed to step three of the Grievance Procedure.

A grievance which affects a substantial number of a class of employees, and which the Employer representative designated in Step Two lack authority to settle, may initially be presented at Step Three by the Union representative, as a class grievance.

### Arbitration

1. **Authority of Arbitrator:** The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change, or remove any terms 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. The scale of wages established by this Agreement shall not be changed by any arbitration decision.
2. **Effects of Decision:** The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employees covered by this Agreement.

3. **Expenses:** The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.
4. **Retroactivity:** Awards or settlement of grievances shall be effective the date the grievance was first presented in Step One of the Grievance procedure, except if the grievance concerns an error in the employee's rate of pay. The proper rate shall be applied retroactive to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved employees may have received from any source during the period for which back pay is claimed.

### **ARTICLE XIII** **EVALUATIONS**

The Executive Director or designated representative shall evaluate all employees of the Agency in writing at least once a year during the employee's anniversary month or month immediately preceding or immediately following the employee's anniversary month.

Each employee shall be furnished with a copy of the evaluation. In the event the employee does not agree with the evaluation, he/she shall request review of the evaluation by the Executive Director. An employee shall have the right to grieve a disciplinary evaluation.

### **ARTICLE XIV** **SENIORITY**

1. Definition
  - a. Bargaining unit seniority is defined as length of time an employee has been continuously employed to any capacity by the Employer.

- b. Classification seniority is defined as the length of time an employee has been continuously employed in a particular job classification.

2. Accrual

- a. An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her hire.
- b. Seniority shall accrue and will continue during a continuous authorized leave of absence for the period of Family Medical Leave or leave for the period of Family Medical Leave or leave for Union business provided that the employee returns to work immediately following the expiration of such unpaid leave of absence.
- c. A temporary employee shall have no seniority during the time he/she occupies the status of a temporary employee. Should any temporary employee becomes a regular employee, seniority shall begin on the date the employee was hired.

3. Loss of Seniority

Seniority shall be lost when an employee:

- a. Quits, retires, resigns or is discharged for just cause;
- b. Fails to report to work following a recall from layoff or a decision of an arbitrator reinstating an employee who was discharged, within five (5) working days after being notified by telegram or mail at the last address in the Employer's records;
- c. Is laid off for a period of twelve (12) months;
- d. Fails to return following the end of a leave of absence, vacation or medical leaves, unless the employee presents documentation
- e. Fails to return following a disciplinary suspension;

- f. Is absent for any reason for a period that exceeds twelve (12) weeks, unless approved by the Employer.

The Employer shall provide the Union an updated seniority list on an annual basis. That list shall be posted on all Union bulletin boards.

## **ARTICLE XV**

### **LAYOFF**

If it becomes necessary to reduce the Employer's workforce, the following shall apply:

1. Whenever practical, the employees shall receive advance written notice of at least fifteen (15) working days.
2. Reduction in force shall be by job classification using bargaining unit seniority.
3. Temporary employees within the job classification shall be the first affected, then probationary employees within the job classification.
4. For the purposes of layoff, TURN shall be allowed to retain bilingual employees in each of the following departments so long as they are required based upon the Agency's representations to the Agency's funders': one in Emergency Services, one in Special Needs, one in Tenant's Rights and one receptionist. Regardless of seniority to maintain the Agency's contractual obligations with their funders'.

## **ARTICLE XVI**

### **RECALL**

1. Employees laid off shall be recalled by job classification in the reverse order of their layoff.
2. Probationary and temporary employees who have been laid off have no recall privileges.

**ARTICLE XVI**  
**TUITION REIMBURSEMENT**

1. Each regular full-time employee who is on the active payroll may apply for tuition reimbursement under this Section. TURN shall reimburse twelve (12) bargaining unit employees per fiscal year up to a maximum of six hundred (\$600.00) dollars under the following conditions:
  - a. The employee must have the prior approval of the agency; and
  - b. The course must be job related; and
  - c. The employee must pass course.
  - d. Reimbursement is contingent upon submission of a receipt showing out-of-pocket tuition related expenses.

*\*The twelve employees will be chosen on first come, first serve, on a rotating basis. TURN will announce when they are accepting applications for tuition reimbursement.*

2. Reimbursement to the employee will be made by the Agency after it has received satisfactory proof that the employee has passed the course and so long as the employee has passed the course and so long as the employee is still on the Agency's active payroll.
3. In any given fiscal year, if less than six (6) employees apply for tuition reimbursement under this section, at the conclusion of the fiscal year, the employees who applied for reimbursement during the fiscal year may reapply to receive an additional six hundred (\$600.00) dollars. All other conditions of this Article must be met in order to get the additional reimbursement.

**ARTICLE XVIII**  
**JURY DUTY**

TURN agrees to compensate all regular full-time and part-time employees who have completed their probationary period at their regular straight time rate for the day/days they are serving on jury duty under the following conditions:

1. Upon receipt of a subpoena or notice to report for jury duty, the employee immediately submits the notice to his/her supervisor to be attached to the timesheet.
2. Jury checks shall be retained by the employee, however the employer must be given confirmation of attendance.

Employees are required to work on those days when jury duty is not in session. Failure to provide the notice to report for jury duty or the subpoena will result in non-pay status for the day/days of absence.

**ARTICLE XIX**  
**VACATION**

Each regular full-time employee who is on TURN'S active payroll shall be entitled to a vacation as set forth below on the basis of the number of hours he/she is regularly scheduled to work per day at his/her regular straight time rate.

Vacation benefits shall be earned as follows:

- Four months up to three years ..... Ten days
- Three years to six years ..... Fifteen days
- Over six years ..... Twenty days

Vacations may be taken as earned except that no vacation may be taken until a person has completed his/her probationary period. The vacation year shall be the fiscal year July 1 through June 30. An employee may not carry over more than forty

(40) hours of vacation time three (3) months beyond the end of the fiscal year (September 30).

Employees are required to give advance notice to their immediate supervisor of their vacation request. The number of employees on vacation at one time shall be at the discretion of TURN. Bargaining unit seniority shall govern where too many employees request the same vacation period. It is understood that the number of weeks of vacation an employee may take at one time will depend upon the operational requirements of the Agency.

No vacation shall be granted that is less than one (1) hour. Employees with at least one (1) year of continuous service and who resign shall receive pay in lieu of unused earned vacation, provided advance notice of at least two (2) weeks is given and provided further that the employee has no outstanding debts to the Agency. If there are debts, they will be deducted from unused earned vacation.

Regular part-time employees who work twenty (20) hours per week or more shall be entitled to pro-rated vacation benefits. TURN will continue to notify all employees of all accrued vacation time.

Accrued vacation time of over 4/10ths will be rounded up (upon separation from TURN).

Notwithstanding the foregoing, employees who began working at TURN prior to July 31, 2005 shall have at least fifteen (15) days vacation.

## **ARTICLE XX** **SICK LEAVE**

Sick leave is defined as an absence of an employee from work by reason of illness or accident, which is non-work, connected or is not compensable under the Workers' Compensation Laws of Pennsylvania. Sick leave may be used to allow an employee to care for the illness or disability of a dependant.

Regular full-time employees shall receive twelve (12) sick days per year and can carry over their accumulated sick leave

from year to year. Regular part-time employees shall receive five (5) sick days per fiscal year and may carry over their accumulated leave from fiscal year to fiscal year. Probationary employees may use up to three (3) days of sick leave during their initial probationary period, part-time probationary employees may use up to one and one-half (1-1/2) days of sick leave during their initial probationary period.

To be eligible for benefits under this Article, an employee who is absent must notify her/his supervisor at least one hour before the start of their scheduled work day, unless proper excuse is presented for the employee's inability to call.

TURN reserves the right to require a doctor's certificate after three (3) consecutive days or more or where there is a pattern or abuse in order for an employee to receive sick leave.

Upon separation from the AGENCY, employees shall not be paid for any unused accrued sick leave.

Employees sent home because of illness should be charged sick leave for hours not worked for the balance of the day shift.

## **ARTICLE XXI** **HEALTH BENEFITS**

The Agency shall provide medical benefits for all employees under AETNA HMO or equivalent as follows:

Effective October 1, 2006 all employees will contribute to the AETNA HMO the following amount per pay period:

Single - No Contribution

Employee/Child -- \$10.00

Employee/children -- \$12.50

Employee/spouse - \$15.00

Family -- \$20.00

Employees on "Point of Service" will pay the difference between the "Point of Service" rates and the "HMO" rates, plus the contributions set forth above.

During the first Year of the contract, the Agency agrees that if management employees contribute less toward health care than the contribution rates set forth in this agreement, bargaining unit employees shall also contribute those lesser rates.

Employees, who have Health care coverage outside the Agency and provide documentation, will receive a cash payment of one hundred (\$100.00) dollars per month. This documentation must be provided to the AGENCY once every twelve months. Employees are required to notify the AGENCY if they terminate their outside Health care coverage during any\_six (6) month period. The cash payment will terminate at that time.

## **ARTICLE XXII**

### **DISABILITY INSURANCE**

The AGENCY shall provide employees with coverage for a standard long-term disability plan as follows:

#### **Long Term Disability Coverage:**

A ninety (90) day elimination period with disability payments to commence thereafter when approved by the carrier at the rate of sixty (60) percent of basic monthly earnings not to exceed the maximum monthly benefit as set forth by the carrier.

The AGENCY will pay the premiums for this benefit for all eligible employees (employees who work a minimum of thirty (30) hours per week.) All bargaining unit employees who work a minimum of thirty (30) hours per week shall be eligible for this benefit from their date of hire.

## **Short Term Disability Coverage**

This plan is effective July 1, 2005. Disability payments to commence the first day of an injury or the eighth (8th) day of sickness when approved by the carrier at the rate of sixty (60) percent of basic monthly earnings not to exceed the maximum weekly benefit of \$500.00.

In accordance with the provision set forth by the carrier, employees must be working a minimum of thirty (30) hours per week in order to be eligible for this benefit. In accordance with the Provision of the carrier employees hired on a temporary basis are not eligible for this benefit.

The Agency will pay the premium for this benefit for all eligible employees (employees who work a minimum of thirty (30) hours per week).

Employees who begin their employment after the effective date of this policy shall become eligible the first of the month after their date of hire.

All eligible employees shall receive an explanation of benefits booklet prepared by the Disability Insurance Carrier.

## **ARTICLE XXIII** **LIFE INSURANCE**

The Agency will provide fifty thousand dollars (\$50,000) of term life insurance for each employee. The AGENCY will pay the premium for each calendar month the employee receives compensation for one-half (2) his/her normally scheduled working days. Employees may purchase additional life insurance coverage at their own expense to the extent made available by the Agency.

**ARTICLE XXIV**  
**LEAVE WITHOUT PAY**

Request for leave of Absence without pay will be decided on a case-by-case basis by the Executive Director who will notify the Board of Directors. Approval of such leave shall not be unreasonable or arbitrarily withheld.

**ARTICLE XXV**  
**FAMILY AND MEDICAL LEAVE POLICY**

TURN will voluntarily comply with all provisions of the Family Medical Leave ACT regardless of the number of employees employed by the Agency.

**ARTICLE XXVI**  
**DEATH IN FAMILY**

In the event of the death of an employee's parent, guardian, spouse, \*domestic partner, child, sibling, grandparent or grandchild, an employee who has completed her/his probationary period will be allowed up to five (5) regular scheduled days off with pay at her/his regular straight time rate.

\*Domestic partner is defined to mean an individual who at least eighteen (18) years of age, who is in a sole, committed relationship with the employee, who has been living with the employee together in their sole residence for at least one (1) year, and who is not married to anyone else. An employee cannot have both a spouse and a domestic partner.

In the event of the death of an employee's mother-in-law or father-in-law, an employee who has completed his/her probationary period will be allowed up to three (3) regularly scheduled days off with pay at his/her regular straight-time rate.

There shall be no duplication of payment that the employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

**ARTICLE XXVII**  
**DISMISSAL AND RESIGNATIONS**

Resignations

All resignations must be in writing a minimum of two (2) weeks in advance. In the event of a hardship the Executive Director may waive this policy. Such waiver shall not be unreasonably denied.

Discharges

Non-probationary employees shall be disciplined or dismissed only for just cause, and the discipline or dismissal for such employees shall be subject to the grievance procedure. Non-probation employees shall be given two (2) weeks' notice of discharge. Non-probationary employees shall be given reasons for suspensions and discharges in writing within five (5) days excluding Saturday, Sunday and Holidays.

Employment and seniority shall cease for any of the following reasons:

1. Quit
2. Discharge for Cause
3. End of one (1) year on a recall list and have not been recalled.
4. Failure to return to work after a Leave of Absence.
5. Promotion of positions outside of the bargaining unit.
6. Is absent for three (3) consecutive working days without notifying employer unless the employee presents documentation that the employee was unable to notify the employer.

7. Uses leave of absence for reasons other than for the reasons that the leave was approved for.
8. Fraud, theft or undisclosed financial conflict of interest.

**ARTICLE XXVIII**  
**JOB DESCRIPTIONS**

All staff at TURN shall be given a written job description at the execution of this agreement and thereafter at the commencement of their employment. The job description shall be approved by the Executive Director or designee and will describe all the duties and responsibilities and conditions of employment. Any significant changes in the job descriptions shall be contingent upon agreement with the employer and the Union. The Agency shall furnish the Union with a copy of all job descriptions upon execution of this Agreement.

Whenever Housing Counselor's are required to perform "home visits", the scheduling of home visits shall be made in conjunction with the employee.

When an employee provides training to another employee, he/she shall receive an increase of ten (10%) percent above their regular salary for the period during which they are providing the training. Training shall be defined as that, for which there is a written curriculum, outcome measures to document mastery of the subject in which the training is taking place, and a set schedule for the training. Employees whose regular job descriptions include training of other employees are not subject to this provision.

When an employee works in a higher paid classification for one (1) week or more, he/she shall be paid the rate of the higher classification for the actual hours worked in the higher classification.

**ARTICLE XXIX**  
**COMPENSATION**

1. New hires salary cannot be above the lowest bargaining unit employee's salary in any classification in which the employee is hired.
2. Effective July 1, 2008, all employees salaries shall be increased by three and one-half (3.5%) percent.
3. Effective July 1, 2009, all employees salaries shall be increased by three and one-half (3.5%) percent.
4. There shall be a wage re-opener on June 1, 2010 to determine a wage increase for 2010.

During the first year of the contract, the Agency agrees that if it gives across the board bonuses to management employees, it will grant the same bonuses to bargaining unit employees.

**ARTICLE XXX**  
**TRAVEL EXPENSE**

Whenever practical, TURN shall afford the employees the use of Agency provided transportation when performing Agency business. TURN will reimburse employees who use their personal vehicles for Agency business at the maximum IRS rate. TURN shall reimburse employees using their personal vehicles for all parking related expenses while performing Agency business. TURN shall pay the full working's day parking expense on days when an employee uses his or her own vehicle to car pool with others on TURN business. TURN will reimburse an employee for the working day's parking expenses even if the employee is not car pooling, but the reimbursement shall be limited to the amount of the cost of comparable taxi service to and from the office to the TURN business for that day. Employees must provide receipts and have prior approval of their supervisor to be eligible for any reimbursement.

Nothing in this section shall constitute TURN requiring of any employee to use his or her personal vehicle for Agency business.

**ARTICLE XXXI**  
**JOB CLASSIFICATION AND SALARY RANGES**

**ADMINISTRATIVE SUPPORT STAFF**

Excellent communication and receptionist skills and basic data entry skills. (e.g. Data Entry Clerk, Receptionist)

Salary Range:               \$21,000 to 26,000 per year

**Tenant Information Specialists I**

High School Graduate, expert in landlord and tenant law, counseling skills. (e.g. Tenant Rights Counselor)

Salary Range:               \$24,000 - 33,000 per year

**Tenant Information Specialist II**

College Graduate or equivalent experience, expert in landlord and tenant law, excellent writing and analytical skills, excellent computer skills including familiarity with spreadsheet and PowerPoint software. (e.g. Community Education Specialist)

Salary Range: \$28,000 to \$43,000

**Program Coordinator**

Must qualify as a Tenant Information Specialist II. Shall be able to convene meetings, take minutes and track program compliance, implementation of unit protocols and achievement of unit goals.

Salary Range: \$31,000 to \$46,000

**Housing Counselor I**

Ability to empathize with low-income consumers, excellent communication and telephone skills, basic writing skills to document activity.

Salary Range: \$19,000 - \$24,000 per year

**Housing Counselor II**

High School Degree, ability to empathize with low-income consumers, excellent communication skills, ability to calculate rental subsidies, ability to draft narrative reports, basic knowledge of landlord tenant law.

Salary Range: \$24,000 to \$33,000

**Housing Counselor III**

BS/BA degree or equivalent experience, excellent communication and writing skills, spreadsheet data entry skills, understands contract and program compliance issues, basic knowledge of landlord and tenant law.

Salary Range: \$25,000 to \$36,000

**Housing Inspectors**

Familiar with Federal Housing Quality Standards  
Salary Range: \$25,000 - \$35,000 per year

*\*Salary Ranges are the absolute minimum and maximum limits for new hires.*

**ARTICLE XXXII**  
**SUCCESSORS and ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the parties.

**ARTICLE XXXIII**  
**DURATION OF AGREEMENT**

This Agreement shall govern the period between July 1, 2008, and June 30, 2011. There shall be a wage re-opener in June 1, 2010 to negotiate a wage increase for the final year of the collective bargaining agreement.

FOR:

TENANTS'S UNION REPRESENTATIVE  
NETWORK

FOR:

AMERICAN FEDERATION OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,

Local 1739, District  
Council #47, AFL-CIO

BY:

\_\_\_\_\_

BY:

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