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AGREEMENT

BY AND BETWEEN

JEWISH EMPLOYMENT AND VOCATIONAL SERVICE (JEVS)

AND

JEVS CHAPTER, COMMUNITY AND SOCIAL SERVICE AGENCY

EMPLOYEES LOCAL NO. 1739, DISTRICT COUNCIL 47,

AFSCME, AFL-CIO

Effective: October 1, 2000

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## AGREEMENT

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JEWISH EMPLOYMENT AND VOCATIONAL SERVICE

and

JEVS CHAPTER, COMMUNITY AND SOCIAL SERVICE AGENCY EMPLOYEES,  
LOCAL NO. 1739, DISTRICT COUNCIL 47, AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

THIS AGREEMENT is by and between the JEWISH EMPLOYMENT AND VOCATIONAL SERVICE and its subsidiaries, including all departments and special projects (hereinafter referred to as the "Agency" or "JEVS"), and JEVS CHAPTER, COMMUNITY AND SOCIAL AGENCY EMPLOYEES, LOCAL #1739, DISTRICT COUNCIL 47, A.F.S.C.M.E., A.F.L.-C.I.O. (hereinafter referred to as the "Union").

### ARTICLE 1 - RECOGNITION

#### Section 1.

(a) The Agency herewith recognizes the Union as the sole and exclusive bargaining agent for, and this Agreement shall be applicable to, all full-time, non-probationary employees of the Agency, and all non-probationary part-time employees whose hours of employment average seventeen and one-half (17-½) hours or more per week during any three (3) month period, excluding certain nurses who perform work, as referred to and described below in Sections 1(e); certain instructors who perform work as described below in Section 1(c)(ii); all temporary employees (employed for the maximum period specified in Section 1(d)); relief workers referred to in Section 1(g); and all supervisors, managerial and confidential employees and guards, as referred to in Article 1(6), of this Agreement, on all matters of rates of pay, hours of work, and other conditions of employment.

(b) As used in the Agreement, the term "employee" refers only to bargaining unit employees, and the terms "jobs" and "positions" refer only to bargaining unit positions. As used in this Agreement, the term 'category' refers to the categories listed in Article 10(4) and the Appendix (Minimum Hiring Schedule), such as Professional Worker A, B, I, II, or III, and the terms "classification" and "job classification" refer to specific positions within a category (e.g., Intake Counselor, Placement Counselor).

(c) The number of non-union eligible part-time employees will be restricted to no more than twelve (12) persons throughout all facilities of the Agency. In the event of Agency program expansion, the number of part-time, non-union eligible employees may be increased to not more than ten percent (10%) of the union-eligible staff. The following employees shall not be included in the calculations of the twelve (12) persons or ten percent (10%) (nor shall the seventeen and one-half (17-½) hour limitation set forth in subsection (a) above be applicable to them):

(i) certain nurses as described in subsection (e) below; and

(ii) instructors employed to teach night courses or to substitute for regular day instructors. [Regular day instructors covered by this Agreement shall be given the opportunity to substitute for evening courses and to teach evening courses, provided that in both situations the day instructors are qualified to teach the course and will be paid the part-time rate offered for the night course (at the straight-time rather than overtime rate.)]

(d) Temporary Employees:

(i) No position shall be filled by one or more temporary employees for any period longer than three (3) consecutive months, except that temporary employees may be utilized to fill in for an employee on a disability leave for the length of the employee's absence up to six (6) months and to fill in for an employee on a child-rearing leave for the length of the employee's absence up to one (1) year.

(ii) No temporary workers will be continued in the service of the Agency in another position or job title of temporary status beyond the later of the first three-month period or, if applicable, the period referred to above with respect to an employee filling in for another employee on disability 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 an employee on child-rearing leave notifies the Agency of his/her intention not to return to work, the Agency shall have up to thirty (30) days to elect whether to convert the employee to permanent status or to remove the employee from the position.) If the employee is retained, the starting date of temporary employment shall be established as the employee's anniversary date and, further, the period of temporary employment shall be included as part of the total probationary period, but such employees shall not be eligible for fringe benefits during or on the basis of their temporary employment.

(e) Nurses: Excluded from this recognition and coverage provision is all work performed by nurses on weekends (Saturday and Sunday), except that nurses hired on or after October 1, 1989 (who otherwise are covered by the Agreement) and who perform weekend work as part of their regular hours will be covered by the Agreement with respect to such weekend work.

(f) Part-time Employees in Community Living Arrangements (CLAs): As of October 1, 1989, all CLA part-time employees (who are not excluded from the Agreement by some other provision) became part of the bargaining unit regardless of other criteria for inclusion in the bargaining unit. The following provisions shall apply with respect to these newly covered part-timers:

(i) They earn pro-rata vacation and sick leave.

(ii) They are not eligible for insurances, personal days, or participation in the Retirement Plan if their regularly scheduled hours are less than seventeen and one-half (17½) hours per week, except that they shall be eligible to participate in JEVS' group medical insurance plans at the employee's expense.

(iii) They receive the same percentage wage increases as full-time direct care CLA employees.

(iv) They earn seniority on a pro-rata basis for work performed beginning October 1, 1989.

(v) They shall serve a six (6) month probationary period, except as follows:

- If transferred to full-time status before completing their probationary period, they shall be given one (1) month's credit for each two (2) months of part-time employment, but in no event shall they serve less than a one (1) month probationary period as a full-time employee. (If transferred to full-time status after completing their probationary period, they shall not be required to serve another probationary period.)

(vi) Part-time employees in CLAs who became or become full-time employees on or after October 1, 1989 are treated as employees hired subsequent to October 1, 1989, with respect to the requirement to work weekends.

(g) Relief Employees in CLAs:

(i) JEVS shall provide the Union with a list of all hours worked by each relief worker on a monthly basis;

(ii) JEVS may use relief employees, without regard to the number of hours worked by any particular relief employee, for the following purposes: scheduled absences; unscheduled absences consistent with Article 2(8) of this contract; and to fill vacancies (for up to six (6) weeks in the normal course); and

(iii) JEVS may use relief employees as temporaries, consistent with the contract language regarding temporaries in Article 1(1)(d) above.

Section 2. The Agency agrees to continue the Agency Shop, established June 1, 1968. For the purpose of this contract, an Agency Shop shall be considered one in which all employees hired as of June 1, 1968 shall be liable for Union dues (or the equivalent) commensurate with Union policy after completion of thirty (30) calendar days of employment, and such employees shall have the option of accepting or rejecting Union membership. It shall be the responsibility of the President, or his designated deputy, to make new employees hired after June 1, 1968 aware of this employment condition.

Section 3. The Union shall provide each employee with a copy of this Agreement. The Agency is not required by this Agreement to distribute a personnel practices booklet. In the event that a booklet is distributed, such booklet shall contain a copy of this Agreement as an attachment and shall include the following statement, which the parties agree is binding: "The collective bargaining agreement between the Agency and the Union shall control to the extent

that there is any conflict between this Personnel Practices booklet and the collective bargaining agreement."

Section 4. The Agency agrees to collect the appropriate amount of Union dues from all employees in accordance with the principles of the Agency Shop as stipulated in this Article, Section 2, and will forward the monies, including addresses and Social Security numbers, to the Local Treasurer.

Section 5. The parties agree that no employee or applicant for employment shall be discriminated against for belonging or not belonging to the Union.

Section 6. The following current positions are excluded from the bargaining unit as supervisors, managerial or confidential employees or guards:

EXECUTIVE OFFICE: All Executive Office employees.

ACHIEVEMENT THROUGH COUNSELING AND TREATMENT: Director, Administrative Assistant, Administrative Secretary-ACT I, Administrative Secretary-ACT II, Assistant Medical Director, AIDS Research and Training Director, Director-Administrative Services, Clinical Coordinator-ACT I, Clinical Coordinator-ACT II, Health Care Coordinator, Administration Director, Project Director – Shelter/Leap.

CAREER STRATEGIES: Director, Career Counseling and Placement Director, Clinical Supervisor, Administrative Assistant, Older Workers Program Supervisor, Director - Seniors-at-Work.

ORLEANS INDUSTRIES: Director, Administrative Assistant, Director of Rehabilitation Services, Director of Administrative Services, Office Manager, Industrial Operations Director, Industrial Operations Coordinator, Mail Service Manager, Director – Attendant Care Program, Administrative Assistant – Attendant Care Program, Director of Vocational Services, Plant Superintendent, Assistant Operations Manager, Reliant Janitorial Manager, Supervisor of Evaluation, Admissions Supervisor, Director of Partial Hospital Services, Community Job Service Program Director, Job Coach Manager, Home Health Care Manager, Project Enterprise Director, Security Guards, Geriatric Center Supervisor, Contract Procurement Specialists.

ORLEANS TECHNICAL INSTITUTE: Director of Orleans Technical Institute, Director of Orleans Technical Institute-Center City, Prison Program Director, Director of Training, Assistant Director of Training/Trades, Evening School Supervisors, Admissions Directors, Financial Aid Directors, Director – Job Search Services, Director – Student Services, Recruiters/Admissions Representatives, Food Service Manager, Manager of Supportive Services, Administrative Assistant, Administrative Secretaries, Purchasing Specialist, Director – Retail Skills Program, Administrative Assistant – Retail Skills Program, Montgomery County Project Director, Montgomery County Site Supervisors, Montgomery County Administrative Secretary.

VOCATIONAL RESEARCH INSTITUTE: President, Administrative Assistant, Vice President of Research and Product Development, Research Associates, Vice President of Operations and Administration, MIS Manager, Marketing Manager, Director of Operations, Project Managers, Assistant Director – VRI.

WORK ADJUSTMENT CENTER: Director, Assistant Division Director, Administrative Secretary, Program Manager – VHP, Program Manager – Adult Day Health Services, Assistant Supervisor-ADHS, Program Manager – Community, Integrated Employment, Production Manager/Maintenance Supervisor, Plant Superintendent.

WELFARE TO WORK: Director, Administrative Assistants, Program Director – Center for New Americans, Program Director – Directed Job Search, Program Director – Project Promote, Program Director – National Retain, Supervisor - Rapid Attachment, Program Director – Greater Philadelphia Works, Manager – GPW, Supervisor – GPW, New Business Development Officer.

COMMUNITY LIVING AND HOME SUPPORTS: Director, Associate Division Director, Administrative Director, Administrative Secretaries, Director of Psychogeriatric Services, Assistant Director of Psychogeriatric Services, Director of ICFMR Services, Assistant Director of ICFMR Services, Directors of Community Home Supports, Director of Community Support, Development Environmental Services Supervisor, Director of Health Services, Health Service Managers, Family Living and Home Supports Coordinator, Associate Directors, Program Managers, Assistant Program Managers.

\* \* \*

When a new position is created, its inclusion in or exclusion from the bargaining unit shall be determined by reference, analogy and comparison to the foregoing list of exclusions and the current positions already included in the bargaining unit. In the event that this approach is unsuccessful, the status of the new position shall be determined in accordance with the standards set forth in Section 2(11) of the National Labor Relations Act ("Act") and/or NLRB and court precedent interpreting the Act as it applies to managerial, supervisory and confidential employees and guards. If the Agency and the Union cannot agree on the status of a newly created position, the dispute shall be submitted to an arbitrator for resolution in accordance with Article 7 of this Agreement.

#### Section 7.

(a) The President, or his designated deputy, shall provide new bargaining unit employees and the shop steward of the specific facility with a copy of the Employee Change Notice Form, within two (2) weeks after the employee starts work, delineating the employee's name, starting date, position, classification according to the Union contract, funding source, Division and the salary of the new employee. In the interim, the employee shall receive a temporary Notice on his/her first day of work, on which Notice the following shall be marked: "Temporary. Subject to the approval of the President."

(b) The Union will be given the following information with respect to non-bargaining unit positions: employee's name, position and date the position was filled.

#### Section 8.

(a) The President (or his/her designate) shall consult with the Union Chairperson and notify affected employee(s) regarding changes or proposed changes in such responsibilities and duties, including new positions, at least fifteen (15) days prior to their

effective date. When a new employee or current employee starts in a new position, the employee shall be given a copy of the appropriate job description on the employee's first day on the job, for currently existing jobs, or within thirty (30) days for newly created positions. Copies of changed job descriptions shall be given to the Union Chairperson.

(b) The President shall make all job openings available to personnel of the Agency. As such openings arise or new positions are contemplated, the President shall see that a job summary is (i) posted in each Agency facility for at least five (5) working days prior to the filling of the position, except that this requirement may be modified by the Union Chairperson, either as to the length of time for the posting or the facilities in which the posting must be made; and (ii) given to all shop stewards and the Chapter Chairperson. The job summary shall include a brief description of the position, its classification, salary, Division, funding source and whether permanent or temporary.

(c) All present permanent bargaining unit positions or those that may come into being should be filled, if possible, with qualified personnel from the staff of the Agency. In choosing among candidates from on staff, on layoff and from outside the Agency, seniority will govern, provided such factors as performance, skill and ability, experience and education, and ability to meet the needs of the Agency are equal. For purposes of this section, seniority is defined as length of service anywhere in the Agency in a bargaining unit position.

Section 9. No employee shall engage in any Union activity or extracurricular activity during working hours except as follows:

(a) Employees will not lose vacation or pay when required to attend conferences with management during their working time at the request of the Agency, or at the request of the Union, if the Agency agrees, for any labor/management purposes, but it is understood that (i) the Agency is not required to schedule conferences during working time; and (ii) employees are not entitled to be paid for attendance at negotiations during working time unless the Agency is aware that the employee is scheduled to work and the Agency agrees in advance to such payment. Union committee members will be permitted to hold or attend meetings during working hours, when necessary, with the approval of the President.

(b) The president and vice president of the Local, to the extent that they are employees of JEVS, may attend meetings of the Union's District Council, held during their normally scheduled working hours, without loss of pay for scheduled hours missed, not to exceed one meeting per month, limited to the time in attendance at the meeting and necessary travel. Such employees will notify their supervisor in writing at least two weeks in advance of the proposed meetings, whenever possible.

(c) The president and vice president of the Local, to the extent that they are employees of JEVS, shall be granted up to ten (10) working days' leave without pay each year without loss of seniority credit where such time is necessary to enable them to attend official Union conventions or conferences, provided that (i) they shall take no more than one week at a time, and (ii) such time does not interfere with their job duties. Such employees will notify the employer in writing at least two weeks in advance of the proposed meeting.

Section 10. The term "Division" shall refer throughout this contract to the following:

- (a) Achievement Through Counseling and Treatment (ACT)
- (b) Career Strategies(CS)
- (c) Community Living and Home Support (CLHS)
- (d) Orleans Industries (OI)
- (e) Orleans Technical Institute (OTI)
- (f) Vocational Research Institute (VRI)
- (g) Welfare-to-Work
- (h) Work Adjustment Center (WAC)

#### ARTICLE 2 - HOURS OF WORK

Section 1. The regular hours of work shall be thirty-five (35), Monday through Friday, not to exceed seven (7) hours per day with the exception of:

- (a) Out-of-town assignments.
- (b) CLAs:
  - (i) Employees hired on or after October 1, 1989 (as well as employees hired for work at 66th Avenue prior to October 1, 1989, regardless of their current assignment, provided they were given notice of this requirement prior to hiring) can be required to work on weekends as part of a regular work schedule.
  - (ii) Employees hired on or after October 1, 1996 can be required to work shifts in excess of seven (7) hours per day as part of a regular work schedule, provided they were given notice of this requirement prior to hiring.
  - (iii) Whenever the Agency contemplates moving an employee from one shift to another (such as from 7 a.m. to 11 p.m. shift), the Agency will consider seniority as one factor and will not make such changes in an arbitrary manner.
  - (iv) Length of Work Week: Commencing in the first full pay period beginning after April 1, 2001, the regular hours of work for full time direct care employees working in CLHS shall be thirty-seven and one-half (37.5) per week, not to exceed seven and one-half hours per day (subject to Article 2(1)(b)(ii)).

Commencing in the first full pay period beginning after October 1, 2003, the regular hours of work for full time direct care employees working in CLHS shall be forty (40) per week, not to exceed eight hours per day (subject to Article 2(1)(b)(ii)).

(c) Nurses: Employees hired on or after October 1, 1989 can be required to work on weekends as part of a regular work schedule.

In the case of other projects, programs and facilities requiring irregular hours, schedules will be arranged in consultation with the Union and the employee.

When schedule changes are to be made by JEVS for other than emergency reasons, employees shall be given notice in accordance with the following:

- (i) Employees shall be given at least two (2) weeks' notice of schedule changes which are of a permanent nature.
- (ii) Employees shall be given at least three (3) calendar days' notice of schedule changes of a temporary nature.

For purposes of this subsection, a change of a temporary nature shall be defined as a change not to exceed sixty (60) calendar days.

The Agency will attempt to give additional notice, if possible, but in any event not less than the above time periods.

## Section 2.

(a) A one (1) hour lunch period and one fifteen (15) minute break in the a.m. and one (1) fifteen (15) minute break in the p.m. shall be granted to all employees, except that some employees may be given a forty (40) minute lunch hour if the Agency determines that such schedule is in the Agency's best interests, in which event these employees shall be given credit for this additional twenty (20) minutes of work and shall be scheduled to come in late and/or leave early to compensate for the twenty (20) minutes. In exceptional cases where an employee has a shortened lunch break and cannot complete his/her work in the shortened workday, he/she may work the full day and shall be credited with twenty (20) minutes compensatory time, provided he/she receives advance approval from his/her supervisor. In the event that time for lunch is withheld from employees due to the exigencies of the Agency, compensatory time shall be given.

(b) Meal Breaks in CLAs. The current practice regarding meal breaks shall continue until the first full pay period beginning after April 1, 2001. Meal breaks will be paid in CLAs on those occasions when an employee cannot take a break due to the care of a consumer. The inability to leave a site does not equate to inability to take a break. Employees on an overnight shift by themselves shall receive seven dollars (\$7.00) for the one (1) hour unworked meal period (unless they are required to work through that meal break, in which case they shall be paid their hourly rate for that one (1) hour meal break instead.)

Commencing in the first full pay beginning after April 1, 2001, employees normally shall work a seven and one half hour shift [consistent with Article 2(1)(b)(iv) above], and shall receive an unpaid one-half (½) hour meal break. Employees will continue to be paid for up to one-half (½) hour on those occasions when the employee cannot be relieved of duties during the one-half (½) hour unpaid meal break. The inability to leave a site does not equate to inability to take a break. Employees on an overnight shift by themselves shall receive three dollars and fifty cents (\$3.50) for their one-half hour unworked meal period (unless they are required to work through that half hour meal break, in which event they shall be paid their hourly rate for that one-half hour meal break instead).

Commencing with the first full pay period after October 1, 2003, employees normally shall work a shift of eight (8) paid hours [consistent with Article 2(1)(b)(iv) above], without a meal break during which they are relieved of duties. Employees may eat their meals "on the fly" as their duties permit. (The three dollar and fifty cent (\$3.50) payment referred to in the prior paragraph shall cease at that time.)

### Section 3.

(a) Overtime services shall be approved by the President or his designate, and shall not be recognized unless extending beyond one (1) half (½) hour.

(b) The Agency shall have the option of paying employees for authorized overtime or granting compensatory time off, consistent with applicable laws, subject to the following: (i) overtime performed by employees working at CLAs shall be paid in all cases; (ii) all staff meetings and in-service training not conducted during the employee's regularly scheduled hours will be paid; and (iii) similarly situated employees will not be treated differently because of favoritism (e.g., if three (3) therapists work overtime on a given evening, all will be treated identically with respect to the payment of overtime or granting of compensatory time).

(c) Authorized overtime shall be reimbursed as follows:

(i) For Professional A's (except as set forth below), A-II's, I's, II's, III's, Lead Instructors and Instructors: at straight-time rates for over thirty-five (35) hours.

(ii) For Professional A - Trainers in CLHS, Client Funds Counselors in CLHS and Medical Coordinators in CLHS, and all other employees: at straight-time rates for over thirty-five (35) hours through forty (40) hours; and at time and one-half (1 ½) rates for over forty (40) hours. [When a Medical Coordinator works extended hours to attend to clients' needs (e.g., because of a doctor's appointment which is running late), the Agency may direct the Medical Coordinator to use compensatory time in the same work week rather than being paid for extra hours, provided that this provision will not be utilized to prevent a Medical Coordinator from working any extra shift for which he or she was selected.]

(iii) For Nurses: at time and one half (1-½) rates for over thirty-five (35) hours.

(d) Compensatory Time. Compensatory time can be accumulated month to month, year to year. Supervisors may schedule employees' use of compensatory time, excluding

seven (7) hours. Compensatory time shall not be paid upon separation from JEVS or during the notice periods referred to in Articles 5(5) and 8(2), except that up to seven (7) hours may be used during these notice periods.

Section 4. Supper money of Seven Dollars (\$7.00) shall be allowed each staff member required to remain at work more than one and one-half hours beyond his regular shift, except that an employee is not eligible for dinner money if he receives time and one-half for any overtime hours worked during that day. In the cases when an employee is required to respond to emergency situations beyond the regular hours of work, overtime shall be submitted in writing to the President or his designate, for his approval, within twenty-four (24) hours after its occurrence, which approval shall not be unreasonably withheld.

Section 5. In the event that the President or a Chief Operating Officer officially closes a facility of the Agency because of snow and/or because of a State of Emergency declared by the governor of the Commonwealth of Pennsylvania, the following will apply:

(a) States of Emergency: When the governor of the Commonwealth of Pennsylvania declares a State of Emergency and directs the public to stay off the roads, affected employees in the geographical area designated by the governor shall not be docked pay if otherwise scheduled to work, and such employees shall not be required to use leave time. Any employee called in to work shall receive pay at the rate of one and one-half time.

(b) First Snow Day Per Contract Year. Employees who are not called in to work shall not be docked pay and shall not be required to use leave time. Any employee called in to work shall receive pay at the rate of one and one-half (1-½) time.

(c) Subsequent Snow Days. Employees who are not called in to work shall have the option of taking excused leave without pay or any previously earned vacation with pay. Any employee called in to work shall receive regular pay for such day and, in addition, shall earn additional pay at the rate of one-half (½) time.

Section 6. In the event that a CLA employee is called in to work early due to inclement weather, the employee shall receive time and one-half his/her regular rate (i.e., half-time in addition to his/her regular straight-time pay) for hours worked prior to the employee's regular straight-time, regardless of other qualifications for overtime in this Agreement.

Section 7. In the event that nurses are required to work due to inclement weather, when other professional staff in their facility are not required to report for work or are permitted to leave early, they will receive time and one-half their regular rate (i.e. half-time plus their regular straight-time pay) for their regularly scheduled hours, regardless of other qualifications for overtime in this Agreement.

Section 8. Overtime Policy for Residential Programs.

(a) Definitions.

(i) Scheduled Leave. Absences with a minimum of three (3) days' notice (vacations, child-rearing leave, planned sick leave, etc.). For scheduled leaves, the Agency may utilize relief or temporary workers to cover the shift.

(ii) Unscheduled Leave: Absences with less than three (3) days' notice. For unscheduled leaves, the Agency shall utilize its regular full-time/part-time staff at the particular site.

(iii) Relief Workers: Relief workers are individuals on the JEVS payroll who are not regularly scheduled, and who provide substitute coverage for scheduled absences, unscheduled absences consistent with Article 2(8)(b)(ii) of this contract, staff vacancies and leaves of absences.

(b) Procedure for Unscheduled Leaves.

(i) Each residence will maintain a publicly posted list of full-time/part-time staff who have completed their probationary period. This list will be in order of seniority and will be compiled in conjunction with the site's Shop Steward.

(ii) This list shall function on a rotating basis. The top person shall first be offered to fill in when a regularly scheduled staff member takes unscheduled leave. If the top person turns down the overtime, it shall then be offered to the second, and then if necessary, the third. If a maximum of three (3) staff members turn it down, the Agency has the right to call in a relief or temporary worker to fill in. If a staff person is given the opportunity to work and declines, that person has forfeited his/her turn, and his/her name will go to the bottom of the list.

(iii) The names of all staff will be placed on the list unless they request in writing that their names be omitted. All participating staff must ensure that the Program Manager has their current telephone number.

(iv) The Agency will provide as much advance notice as is possible under the particular circumstances.

(v) Staff shall not permit their overtime work to interfere with their normal work schedule.

(vi) Staff will be allowed a maximum of two (2) overtime shifts per week so as to prevent "burn-out" and fatigue.

(vii) To be eligible for overtime, staff must adhere to their program's "call-out" procedures. Moreover, they must assume all the normal responsibilities/duties of that particular shift.

(viii) Employees in divisions other than CLHS may apply to fill in to cover for absences of CLHS employees, subject to the following:

(A) They shall be treated as relief workers for scheduling purposes and shall not be assigned a regular shift;

(B) They shall be paid at the starting rate for Pro-B Residential Counselor Aides, and any premium pay to which they are entitled will be calculated on a "blended" basis taking into consideration their non-CLHS and CLHS hours;

(C) They shall receive their pay for these hours worked in CLHS no later than two (2) weeks after they normally would be paid for these hours and they shall receive an accounting with such pay showing how the pay was calculated; and

(D) Their CLHS hours may not conflict with their regular position at JEVS, and they may not work more than two (2) extra shifts in any work week.

(c) Holidays. Vacant shifts on holidays are to be offered to regular full-time/part-time staff or to temporary/relief workers as stipulated in Section 8(b)(ii). Scheduled employees who wish to change their work shift due to the holiday must submit their request in writing at least three (3) days prior to the holiday to their Program Manager.

Section 9. Call Out Procedure. No employees shall be required to call-out sooner than the following:

- Shifts beginning before Noon: One (1) hour before the employee's scheduled shift is to begin.
- Shifts beginning at or after Noon: Four (4) hours before the employee's shift is scheduled to begin.

Employees shall follow call-out procedures established by their supervisors. JEVS retains the right to reduce the time periods set forth above.

### ARTICLE 3 - HOLIDAYS

Section 1. Employees shall receive the following holidays with no loss of pay, provided that they work on the immediately preceding and following scheduled work days, or are on authorized vacation or sick leave with pay.

LEGAL HOLIDAYS:	New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day,
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Thanksgiving Day,  
Christmas Day.

RELIGIOUS HOLIDAYS: Passover - 2 days (1st  
and 8th days)  
Yom Kippur - 1 day  
Rosh Hashanah - 2 days  
Good Friday (afternoon only)

Section 2. During the term of this Agreement, eight (8) Religious Holidays fall on weekend days. In lieu of these days, JEVS shall celebrate the following holidays, which days shall be treated on the same basis as the Religious Holidays specified in Section 1:

2000	Day After Thanksgiving	1 day
2001	Good Friday	½ day
	Day After Thanksgiving	1 day
	Monday, 12/24	1 day
	Monday, 12/31	1 day
2002	Good Friday	½ day
	Day After Thanksgiving	1 day
2003	Good Friday	½ day
	Day After Thanksgiving	1 day
2004	Good Friday	½ day

Section 3. Except at CLAs, Legal Holidays falling on Sunday shall be celebrated on the following day.

Section 4. Except at CLAs, Legal Holidays falling on a Saturday shall be celebrated by one-half (½) of the staff on the preceding Friday and by the other half of the staff on the following Monday, unless the President designates either Friday or Monday to close the entire Agency other than the CLAs.

Section 5. The following provisions shall apply with respect to non-CLA operations:

(a) Employees performing work on a Legal Holiday (as specified in Section 1) shall receive pay for the holiday credit on a straight-time basis and, in addition, shall receive for the hours actually worked either pay at straight-time or compensatory time off at time and one-half, at the employee's option.

(b) Employees performing work on a Religious Holiday (as specified in Section 1) shall receive pay for the holiday credit on a straight-time basis and, in addition, shall

receive for the hours actually worked either pay at straight-time or compensatory time off at straight-time, at the employee's option.

(c) Employees who observe Good Friday shall be given one-half day of holiday, on Friday afternoon. Other employees shall be given one-half day of compensatory time, provided that, at the discretion of the President, a department of the Agency may be closed, and all employees required to take the one-half day of Good Friday as a holiday.

(d) Under no circumstances shall an employee be denied a Religious Holiday or forced to observe it if that employee's Division of the Agency remains open.

(e) It is understood that should the Agency decide to keep a department open on any Legal Holiday (as designated in Section 1), one-half (1/2) of the staff of each facility will be permitted to observe the holiday.

(f) In the event an employee is required to work on Easter Sunday, that employee is to receive pay for such hours on a straight-time basis, in addition to the holiday credit reimbursed by compensatory time off at the rate of one and one-half time.

Section 6. The following provisions shall apply with respect to CLA operations:

(a) Employees performing work on the Legal Holidays (specified in Section 1) other than Presidents' Day and Veterans' Day shall receive pay for the holiday credit on a straight-time basis and, in addition, shall receive for the hours actually worked pay at time and one-half.

(b) Employees performing work on Presidents' Day or Veterans' Day shall receive pay for the holiday credit on a straight-time basis and, in addition, shall receive for the hours actually worked pay at straight-time or compensatory time off at time and one-half, at the employee's option.

(c) Employees performing work on a Religious Holiday (as specified in Section 1) shall receive pay for the Holiday credit on a straight-time basis and, in addition, shall receive for the hours actually worked pay at straight-time or compensatory time off at straight-time, at the employee's option.

(d) An employee can be required to perform work on a designated holiday. Any employee who fails to appear for work as scheduled on a holiday shall lose the holiday credit and shall be prohibited from utilizing any accrued time, whether vacation, sick or personal time. (For example, an employee scheduled to work Monday through Friday and who fails to work on Christmas Day, which happens to fall on Monday, shall receive only four (4) days' pay, if the employee works the remainder of the week.)

(e) Employees who perform work on Easter Sunday shall receive pay at time and one-half their regular hourly rate for hours worked (no holiday credit). The definition of the Easter Shift shall follow current practices.

(f) The Agency shall make reasonable efforts to honor requests by employees for time off on any religious holidays which are observed by the employee, provided such requests are made two (2) weeks in advance.

Section 7. Personal Days:

(a) Personal days shall be credited to employees on a contract year basis (October 1 through September 30) based on the following schedule:

After completion of 1 year of service	1 day
After completion of 2 years of service	2 days
After completion of 10 years of service	3 days

(b) Note: For the limited purpose of determining the number of personal days for which new employees are eligible: employees who commence work between October 1 and March 31 will be treated as having a hire date of the prior September 30; and employees who commence work between April 1 and September 29 will be treated as having a hire date of the following September 30. (This same approach will be followed for employees hired prior to October 1, 1996, to determine which current employees are eligible for personal days during the 1996-97 contract year and to determine the number of personal days they are to receive until their completion of ten (10) years of employment.)

(c) Should the personal days not be taken by the employee by the end of the contract year, these days will be added to accrued vacation leave, subject to the rules set forth in Article 4(1).

(d) The employees shall give their supervisors three (3) days' advance notice of their intention to use a personal leave day. In the case of a personal emergency for which advance planning is impossible, this requirement shall be waived.

ARTICLE 4 - VACATIONS

Section 1.

(a) Vacation time may be accumulated from year to year, upon request, subject to a maximum of thirty (30) days' accumulation at any time. Any time which would place an employee in excess of this thirty (30) day maximum is lost. Vacation time for this purpose includes all currently earned and previously accrued vacation and personal days.

(b) The Agency will guarantee each employee the opportunity to use leave earned in the current year by the end of the vacation (contract) year, unless the needs of the specific department or section of the Agency require that leave cannot be taken by the employee within the limitations of this Agreement. In such event, permission shall be granted in writing by the President to carry the vacation over the designated period so that the employee (regardless of source of funding) will not lose said leave.

(c) (i) Non-Grant Employees: All non-grant personnel should (and may be required to) use accrued time during the vacation year in which it is earned, except that they may carry over beyond the vacation year, without risk of loss, up to five (5) days of earned vacation for up to twelve (12) months.

(i) Grant Employees: All grant employees should (and may be required to) use accrued time earned during the grant year, except that accrued vacation time earned on grants expiring after November 1, 1980 may be carried forward (beyond the grant expiration date) at the employee's own risk, subject to the following:

- (A) it will not be converted to cash at termination of employment;
- (B) it can be used only after currently earned vacation and previously accrued vacation have been exhausted;
- (C) it cannot be used during an employee's notice of termination;
- (D) up to five (5) work days of the "at risk" vacation will not be treated as "at risk" vacation if the grant remains in existence at such time that the employee resigns and the employee complies with Article 8(2) of the Agreement with respect to a resignation; and
- (E) employees who leave the Agency less than fifteen (15) work days before the end of a grant year shall not receive termination vacation pay for accrued vacation beyond five (5) days which, given the timing, would be "at risk" had the employee remained employed.

(Vacation accrued on grants expiring on or before November 1, 1980 may continue to be carried over without risk.)

(ii) Forfeiture (applicable to all Employees): If the Employee is given the opportunity to use such leave and fails to do so, such leave shall be forfeited, subject to the foregoing, provided the Employee is notified in writing five (5) months prior to the end of the vacation year that he/she must use such time during the vacation year. However, it is understood that this provision serves as notice that all employees on grant projects must use their accrued time earned on the grant during the grant year, or forfeit it, subject to the foregoing, provided they have been given an opportunity to use it.

(d) Employees temporarily assigned to specific grants or projects, at the Agency's request, with a termination date of one year or less, will not lose accrued vacation leave earned from prior service to the Agency.

(e) Vacation Information:

- (i) The Agency shall provide vacation information on paychecks, combining all types of vacation in one total. The Agency shall not be liable for errors in connection with this procedure (e.g., an employee's paycheck inaccurately indicates that the employee has more vacation than the employee has accumulated). In the event that the vacation information cannot be put on the paycheck, all employees shall be given notice of their vacation accumulation quarterly: as of September 30, December 31, March 31, and June 30, which information will be given out one month after these respective dates.
- (ii) All employees may also request vacation information or clarification by submitting a written request to either their supervisor or the Human Resources Department. The Agency will not respond to any oral requests.

(f) The Agency shall endeavor to accommodate employee requests for particular vacations, provided that the needs of the Agency may require: (i) lead instructors, instructors and assistant instructors to take two (2) weeks of their vacations at specified times, so long as they will always have at least one (1) week of vacation per contract year that is not forced at a specific time; and (ii) foremen to take one week of their vacations during periods of low client enrollment. With respect to instructors and assistant instructors, the Agency shall announce at the beginning of each contract year when in the contract year such specified vacations will take place.

(g) Vacation requests:

(i) Vacation requests shall be considered in accordance with the following schedule:

<u>Requests Received By</u>	<u>For Time During</u>
April 1	June through September
August 1	October through January
December 1	February through May

(ii) In reviewing vacation requests, JEVS will (i) determine its staffing needs, and, thereafter (ii) approve or deny vacation requests on the basis of agency-wide seniority among employees in the same classification and facility who submitted such requests in accordance with the foregoing schedule, to the extent that JEVS can be without the employee's services during the requested period.

(iii) Employees will be notified of JEVS' action in approving or denying vacation requests within two (2) weeks of the "requests received by" date set forth above.

(iv) Employees who fail to submit requests prior to the specified "requests received by" date may file requests thereafter. Such requests will be considered by JEVS on a first-come, first-served basis, to the extent that JEVS can spare the employee. Employees will be notified of JEVS' action concerning their requests within two (2) weeks of receipt of such requests.

(v) JEVS' refusal to approve vacation requests for specified periods will not be deemed to be a denial of vacation described in Article 4(1)(b) set forth above unless the employee is prevented from taking his or her time throughout the vacation year. (Employees should be cautious about limiting their vacation requests to only the most popular vacation periods.)

(h) Employees may use accrued vacation, with prior approval only, in non-medical emergency situations or, for employees who had forty (40) days' accumulated sick leave as of the prior October 1, in medical emergency situations.

Section 2. Full-time, non-probationary Professional A's, A-II's, I's, II's and III's, Nurses, Lead Instructors and Instructors shall earn vacation time on a pro-rata monthly basis (for each month during which they receive compensation for one-half (1/2) their normal working days or are on temporary layoff), at the following annual rates in accordance with the following schedule:

- 1st year of service: ten (10) working days.
- 2nd year of service: thirteen (13) working days.
- 3rd and 4th years of service: fifteen (15) working days.
- 5th year of service and thereafter: twenty (20) working days.

Section 3. Full-time, non-probationary employees other than Professional A's, A-II's, I's, II's, and III's, Nurses, Lead Instructors and Instructors shall earn vacation time on a pro-rata monthly basis (for each month during which they receive compensation for one-half (1/2) their normal working days or are on temporary layoff), at the following annual rates:

- 1st through 4th years of service: ten (10) working days.
- 5th through 10th years of service: fifteen (15) working days.
- 11th year of service and thereafter: twenty (20) working days.

Section 4. Part-time employees shall earn their vacation time on a pro-rata basis.

Section 5. Probationary employees do not earn vacation during their probationary period, but will be credited with pro-rata vacation (earned at the rates specified in Sections 2 and 3, as appropriate) upon successful completion of their probationary period and transfer to non-probationary status.

## Section 6.

(a) Employees of the Agency shall receive termination vacation pay on a prorated basis when leaving the employ of the Agency, provided that they have passed probation. Terminal vacation pay for these non-probationary employees shall be computed from the first day of employment to date of termination. (Probationary employees shall not be entitled to terminal vacation pay. If the Agency, in its discretion, permitted a probationary employee to borrow against unearned Vacation (e.g. due to sickness) (up to the amount with which he/she would be credited upon passing probation) and the employee leaves before passing probation, the Agency may withhold such money from his/her final paycheck and/or take other necessary steps to recoup money owed by the employee.)

(b) No employee may use earned vacation during the notification of termination period set forth in Article 8(2), unless approved by the President or his designate, which approval may be granted only if JEVS can be without the employee's services during the requested period.

Section 7. Should one or more contractual holidays for which an employee is paid occur on a normal working day during any vacation period, the amount of vacation shall be increased by the amount of the holiday time, pursuant to Article 3.

Section 8. Travel time out of the city, which is scheduled at the Agency's request, outside of regular working hours, shall be compensated by equivalent time off, to be taken within one week after the employee's return. The maximum time to be taken for any round trip is one day. In the event that it is unfeasible, in the Agency's opinion, for the employee to take the time off during the one-week period, the Agency shall give equivalent compensatory time off.

Section 9. An instructor covered by this Agreement who also regularly teaches one or more courses at night may (but is not required to) utilize his/her accrued vacation when absent at night, subject to the following: (i) the employee was absent and used his/her vacation on that day; and (ii) the employee is to be paid at his/her day rate. These employees do not earn vacation or other benefits for hours worked at night.

## ARTICLE 5 - TENURE OF EMPLOYMENT

Section 1. The Agency and the Union agree that there shall be no discrimination on the basis of race, color, sex, creed, religion, national origin, sexual preference, age (as defined in applicable laws) or non-job-related physical disability.

## Section 2.

(a) There shall be a probationary period of four (4) months for incoming employees. The President, with consent of the Union, may extend the probationary period up to one-half (½) the normal probationary period. It is understood that an employee's performance is deemed to be satisfactory if he/she is continued in the employ of the Agency beyond the end of the probationary (or extended probationary) period, notwithstanding any evaluation the employee may have received earlier. (Nothing herein shall be construed to require the Agency to retain a probationary employee for any minimum period during the probation.)

(b) 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 (e.g., placement counselor), and 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 not bump back into the bargaining unit from non-bargaining unit positions.

Section 3. The President or designated representative shall evaluate all of the employees of the Agency in writing once a year, during the employee's anniversary month, or in the 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 or she shall request review of the evaluation by the Division Director. Should no agreement be reached, the grievance can be appealed through the regular procedures outlined in Article 7, Grievance Procedure.

Section 4. An employee may request in writing and shall receive one additional written evaluation per year, which shall be received within thirty (30) days of such request. The employee's request must be forwarded to the Division Director and shall not exceed one request per employee per year.

Section 5.

(a) All employees being permanently laid off by the Agency shall be entitled to four (4) weeks' written notice or, if less than four (4) weeks' notice is given, up to four (4) weeks of severance pay, equal to the difference between actual notice given and four (4) weeks. All employees being temporarily laid off shall be entitled to two (2) weeks' written notice or, if less than two (2) weeks' notice is given, up to two (2) weeks of severance pay, equal to the difference between actual notice given and two (2) weeks. Written notice, under this section, shall be: (i) deemed to be effective on the date of delivery to the employee, or date of delivery to the employee's last known address, provided that, with respect to delivery to the employee's last known address, confirmation of delivery (to the last known address, regardless of whether received by the individual) is available; and (ii) sent to the Union president at the time that it is given to the employee.

(b) Permanent Layoff: Employees being permanently laid off (i) shall be allowed a half-day twice per week (or at the employee's option, one full day per week) to look for another position during the period of notice; (ii) shall be paid for their earned, but unused vacation time (subject to the limits set forth in Article 4(1) above) in a lump-sum payment on the next payday following their last day of work (termination date), but (iii) shall not accrue seniority while on permanent layoff.

In addition, employees of the Agency assigned to work for facilities of the Agency supported by Federation of Jewish Agencies allotments and ongoing contracts with the Office of Vocational Rehabilitation shall be entitled to severance pay and shall receive such compensation at the termination of employment, equivalent to one week's salary for service to the Agency for one year or less; two weeks' salary for service from one to two years; three weeks' salary for service from two to three years; and four weeks' salary for service in excess of

three years' service. (Not eligible for severance pay are employees hired for a project with a specified terminal date.)

(c) Temporary Layoff: Employees on temporary layoff shall continue to be covered by all insurance benefits and shall continue to accrue sick leave, vacation and seniority. Employees on temporary layoff status may be transferred to permanent layoff status at any time, but must be so transferred if not recalled within twelve (12) weeks. In such event, all earned but unused vacation time (subject to the limits of Article 5(1)) shall be due and paid in a lump sum payment on the next payday following the transfer to permanent layoff status. Temporarily laid-off employees shall receive two (2) weeks' severance pay if they are not notified at least two (2) weeks prior to the date that their status is changed from temporary layoff status to permanent layoff.

(d) A layoff is "permanent" when the Agency contemplates that an employee will not be recalled to the position from which he/she was laid off within twelve (12) weeks of the employee's last day of work preceding the layoff. A layoff is "temporary" when the Agency contemplates that an employee will be recalled to the position from which he/she was laid off within twelve (12) weeks of the employee's last day of work preceding the layoff.

#### Section 6.

(a) In the case of a layoff, the Agency shall determine the number of positions in each job classification to be eliminated. Thereafter, the Agency shall select the employees to be laid off from those employees employed in the job classification experiencing the reduction in staff who work in the Agency's division in which the reduction occurs, based upon the requirements of this Article.

(b) In determining who among these employees is to be laid off:

(i) Temporary employees, probationary employees, and non-bargaining unit part-time employees (in that order) shall be laid off first, provided the remaining employees can meet the needs of the Agency.

(ii) In determining who among the remaining employees is to be laid off, seniority will govern, provided that such factors as performance, skill and ability to meet the needs of the Agency, experience and education are equal, subject to the grievance procedure. For purposes of this section, "seniority" is defined as length of service anywhere in the Agency in a bargaining unit position.

(c) For purposes of this Section (including application of Subsection (b) above) and Section 7 below, intake workers, job developers, evaluators, instructors in the same trade, drivers, warehousemen, maintenance employees, residential counselor aides-professional B's, medical coordinators-professional A's, medical coordinators-professional B's, and all clericals, respectively, throughout the Agency shall be treated as being in one Division, to the extent that they have the knowledge and skill to permit them to perform duties of the employees they are replacing in other Divisions of the Agency without the necessity of any training.

(d) Non-probationary instructors who are designated for layoff may bump (immediately upon the effective date of the layoff) evening instructors, excluded under Article 1(1)(c)(ii), in the same trade, provided the non-probationary instructor can perform the work of the evening instructor being bumped. In such event, the employee who otherwise would have been laid off: (i) shall be recalled (consistent with the provisions of this Agreement) to teach his/her day course should it be re-established; (ii) shall be protected against discipline and discharge except for just cause (which shall be subject to arbitration in accordance with the Agreement); (iii) shall receive the salary for which evening instructors are eligible, but shall be ineligible to earn paid time off benefits (e.g., vacation, sick leave) or to receive Agency-paid insurance. Such employees may participate, at the employee's expense, in the Agency's: (a) group medical insurance programs (notwithstanding insurer participation requirements); and (b) other group insurance programs (if the insurance company will permit such participation).

(e) The Agency will not change an employee's classification in anticipation of a layoff.

(f) Any employee who is permanently laid off during the life of this Agreement shall be eligible for any course of training provided by the Agency at Orleans Technical Institute (Northeast and Center City) without any cost to the employee, subject to the following: (i) two-thirds of the course's full complement of paying students are enrolled; (ii) the employee passes the entrance exam; (iii) the employee signs up for the course within six (6) months of being laid off; (iv) enrollment slots will be filled on a first-come, first-served basis; (v) employees will be given at least twenty percent (20%) of the enrollment slots in each class; (vi) employees not enrolled in a course due to lack of space will be given a priority for the next course up to twenty percent (20%) of the slots and subject to the foregoing first-come, first-served rule; and (vii) employees must apply for grants, but their application's denial will not affect their right to participate in the course in accordance with this provision. In addition, the Agency agrees to offer job placement assistance and job counseling to employees permanently laid off on or after October 1, 1989.

For purposes of the "first-come, first-served rule," an employee may apply for additional courses in the event that he/she cannot be guaranteed his/her initial choice, and the date of his/her initial application shall govern for such additional course(s), provided, however, that he/she must provide an order of preferences and, once notified that he/she has been selected for a particular course, his/her lower preferences drop out, with the employee retaining the opportunity to move into one of his/her higher choices, should space become available subject to the foregoing rules.

#### Section 7. Recall.

(a) Employees on permanent or temporary layoff status shall be retained on a recall list for one year beyond their last day of work. The names, addresses and job classifications of all employees who are on the recall list shall be forwarded to the Union Chairperson each calendar quarter.

(b) When a vacancy occurs in the last job classification in which an employee on temporary layoff worked, in the Division in which the employee worked, the employee on

temporary layoff shall be recalled to such former position. If more than one employee is on temporary layoff from that position, in that Division, those employees shall be selected for recall in the opposite order in which they were laid off, provided they have the ability to perform the job.

(c) When a vacancy arises in the last job classification in which an employee on permanent layoff worked, in the Division in which the employee worked, the employee will be considered along with employees on staff and applicants from outside the Agency. In choosing among candidates, employees shall be recalled in the opposite order in which they were laid off, provided they have the ability to perform the job.

(d) When a vacancy arises in another position or Division, employees on temporary and permanent layoff may bid and be considered for such position in accordance with Article 1(8)(c) above.

(e) The anniversary date for an employee recalled to work shall be adjusted accordingly to exclude time during which the employee was not at work while (i) on permanent layoff; (ii) on an unpaid leave of absence; and/or (iii) awaiting return to work after indicating a readiness to return to work following a leave of absence.

Section 8. When an employee is transferred to a grant budget at the request of the Agency, the employee shall receive a formal written request, specifying conditions of transfer. (In such event, posting of the position is not required.) At the conclusion of the grant, the Agency will place the employee in a position comparable to the one he or she held with the Agency prior to the employee's transfer to the grant program, including, if necessary, bumping the person back to his or her previous position (if it exists), even if it results in the layoff of employees affected by such bumping. The employee shall retain seniority rights while with the grant program. The Agency will be fully responsible for severance pay which was accumulated under the grant and non-grant periods of employment. The provisions of Article 4 shall apply with respect to the use of vacation.

(a) If an employee voluntarily elects (e.g., instead of being laid off) to transfer to a grant budget, the Agency will not be responsible for severance or accrued vacation pay at the termination of the grant program. This will be explained in writing to each employee at the time of transfer to a grant program so that the employee fully understands the rights and responsibilities of employment.

(b) It is expected that the Agency in negotiating with government grants will attempt to secure a wage scale equal to or above the Union scale. However, if the grant scale is in excess of the Union scale, it is to be understood that the Agency at the termination of the grant is not responsible for providing a comparable wage in another Division of the Agency.

Section 9. Training Certificates: Employees will receive certificates at the completion of each training session.

ARTICLE 6 - LEAVES OF ABSENCE

Section 1. Sick Leave.

(a) Earning of Sick Leave: Full-time, non-probationary employees shall earn sick leave on a pro-rata monthly basis (for each month during which they receive compensation for one-half (1/2) their normal working days) at the following annual rates:

1st year of employment:	ten (10) working days
2nd year of employment:	thirteen (13) working days
3rd year and thereafter:	seventeen (17) working days

(b) Use of Earned Sick Leave:

- (i) Employees who have forty (40) days accumulated as of October 1 of each contract year can use accumulated sick days for the purposes set forth in Article 6(1)(d) below, without the limitation set forth in Article 6(1)(b)(ii) below.
- (ii) Employees who have less than forty (40) days accumulated as of October 1 of each contract year can use ten (10) days on an intermittent basis for the purposes set forth in Article 6(1)(d) below.
- (iii) Any days banked (beyond those which may be used on an intermittent basis in accordance with Article 6(1)(b)(ii)) can be used only: (A) for hospitalization; or (B) in connection with absences exceeding ten (10) consecutive workdays, beginning on the eleventh (11th) day of absence.

(c) Probationary employees do not earn sick leave during their probationary period, but will be credited with pro-rata sick leave upon successful completion of their probationary period and transfer to non-probationary status.

(d) Sick leave shall be used only for illness of the employee, except that up to the following number of days per contract year (which time may be extended at the discretion of the President) may be used for the following purposes (provided the employee has not used all of the sick days which he or she may use on an intermittent basis in accordance with Article 6(1)(b)(ii) above): (i) to care for a sick member of the employee's immediate family, or (ii) to attend the funeral of specified family members as permitted under Article 6(11) below:

1st year of employment:	four (4) days
2nd year of employment:	six (6) days
3rd year of employment:	seven (7) days

"Immediate family" for the purposes of use of sick leave to care for a sick family member is defined to include the employee's spouse, spouse equivalent, mother, father, son or daughter, a sibling for whose care the employee is solely responsible, and parents-in-law

living at the domicile of the employee. Spousal equivalent is defined as a person engaged in constant cohabitation with the employee, in circumstances similar to marriage, for one (1) year.

(e) When employees are absent due to illness, or illness or death of a member of their immediate family (as defined above), the Agency shall charge such lost time (in the following order, until all such time is used up) against: (i) accumulated sick leave, to the extent permitted by Article 6(1)(b) above; and (ii) accumulated vacation time, to the extent permitted by Article 4(1)(h) above.

(f) An employee may accrue sick leave up to a maximum of one hundred twenty (120) days at any time.

(g) Employees who have given notice of termination or have received notice of layoff shall not be entitled to use sick leave, unless they provide a written doctor's excuse.

(h) Sick leave shall not be used for days on which an employee is otherwise not scheduled to work, due to vacation, holidays, scheduled off-days, etc., with the following exceptions: (i) prior to the start of a vacation, the employee becomes ill and gives notice to the Agency; or (ii) during a vacation, the employee requires hospitalization.

(i) Doctor's notes shall be required as a condition of receiving paid sick leave for absences of three (3) or more consecutive work days or where JEVS has reasonable cause to believe, based on an employee's pattern of sick leave usage or other evidence, that sick leave abuse has occurred. Medical certifications must contain the following information: (i) date and time the employee was treated; (ii) if appropriate, the date of expected return to work; (iii) the address and telephone number of the doctor or practitioner; and (iv) doctor's authorized signature and date of signature.

(j) Any employee who has one hundred twenty (120) days of accumulated sick leave as of September 30 of any year and has not used any sick leave for the preceding twelve (12) months shall receive a bonus check of eight days' pay at the end of the twelve (12) month period.

(k) Effective each October commencing in 2001, direct care employees in CLHS may elect to be reimbursed for the number of hours of sick leave earned in excess of the hours of sick leave used in the prior contract year, at the rate of one-half hour's pay for each hour exchanged, provided that twenty (20) days must remain in the employee's bank after the exchange occurs.

## Section 2. Disability Leave.

(a) An employee with one (1) year or more of consecutive service with the Agency shall be entitled to be away from work during the period of disability for up to one (1) year without losing seniority and being terminated as an employee of the Agency, provided the employee (i) is incapable of performing work due to illness or disability; and (ii) provides satisfactory medical verification that such illness or disability prevents the employee from performing work.

(b) The Agency will guarantee the employee's present position, unless the position has been eliminated in the interim, for the greater of (i) three (3) months away from the job (combining time taken with pay and without pay) or (ii) the employee's accumulated paid sick leave and vacation leave. If the position has been eliminated, the employee shall be placed on the recall list on the date he/she desires to return and shall be recalled in accordance with the provisions of Article 5(7). (An employee who has had his/her job guaranteed for three (3) months must wait twelve (12) months before requesting another leave of absence, except that the Agency, in its discretion, may grant exceptions to this limitation in exceptional cases.) In the event that the Agency is asked to guarantee an employee's position for more than three (3) months, the Agency, at its option, may require the employee to be examined by a doctor selected by the Agency who shall determine if the employee is medically able to return to work.

(c) An employee who is away from work for more than three (3) months (but less than one (1) year) in accordance with this Section, shall be placed on the recall list on the date he/she desires to return and shall be recalled in accordance with the provisions of Article 5(7). (The Agency shall give an employee prior notice of its intention to permanently fill his/her job.)

(d) An employee may use earned sick leave and vacation leave while incapable of performing work due to illness or disability, in the order set forth in Article 6(1)(e) above, provided the employee provides written notice of his/her intent to return to work (in the same status as when he/she left) immediately following termination of the medical disability (or, in the case of pregnancy, the child-rearing leave).

(e) An employee on disability leave specified herein shall earn vacation leave and sick leave only by complying with the requirements of Articles 4 (2) and (3) and Article 6(1)(a), respectively. Seniority shall be earned while an employee is on disability leave.

(f) Notice.

(i) If an employee has knowledge of an anticipated extended medical absence in the future (e.g., pregnancy or elective surgery), he/she must give reasonable notice upon learning that he/she will have to take a leave, and two (2) months' notice, if possible, as to the specific date on which the leave is to begin.

(ii) If the absence is expected to be for more than one (1) month, the employee must give written notice when leaving of the anticipated return date, and must contact his/her Division Director (or his/her designate) two (2) weeks before the anticipated return date to let the Division Director (or his/her designate) know whether the employee will be returning on such date.

(iii) Failure to provide the requisite notice may result, in the discretion of the Agency, in loss of employment and seniority, provided that any loss of employment and seniority shall be subject to the Grievance Procedure.

(g) Anyone who is on unpaid disability leave shall have the option of maintaining, at his/her own expense, any insurance benefits through group plans provided

according to the contract, provided that continued coverage for employees on unpaid disability leave is permitted under such insurance plan.

Section 3. Child-rearing Leave.

(a) Any employee (male or female) with one (1) year or more of consecutive service with the Agency shall be entitled to be away from work, without pay, for up to one (1) year in connection with the pregnancy, delivery and rearing of a newborn child, subject to the following: (i) all natural and adoptive parents are eligible for this leave; and (ii) in the case of the natural mother, the one (1) year limit includes all absences (both paid and unpaid disability leave and child-rearing leave) in connection with the pregnancy, delivery and rearing of the child. The employee shall accrue seniority and shall be eligible to participate in the Agency's group medical, dental, prescription and optical insurance plans during this leave of absence. During the first six (6) months of the leave, the Agency will provide the above-insurance as negotiated for the bargaining unit, paying the premiums for such insurance on the same basis as if they were on paid status. The employee shall be ineligible for any other fringe benefits during this leave.

(b) The Agency will guarantee the employee's present position, unless the position has been eliminated in the interim, for at least three (3) months. [In the case of the natural mother, this three (3) month period includes all absences (both paid and unpaid disability leave and child-rearing leave).] An employee whose job was eliminated during the first three (3) months, or who is away from work for more than three (3) months but no more than one (1) year, will be given priority (if his/her former job is unavailable) to fill a vacancy in a comparable position anywhere in the Agency so long as he or she can perform the work.

(c) Notice.

(i) An employee must give three (3) months' notice of a need to have a child-rearing leave (except, as soon as possible, for adoption). The employee will assist the Agency by providing information as to the specific date as to when the leave is to begin.

(ii) If the absence is expected to be for more than one (1) month, the employee must give written notice when leaving of the anticipated return date, and must contact his/her Division Director two (2) weeks before the anticipated return date to let the Division Director know whether the employee will be returning on such date.

(iii) Failure to provide the requisite notice may result, in the discretion of the Agency, in loss of employment and seniority, provided that any loss of employment and seniority shall be subject to the Grievance Procedure.

Section 4. FMLA. The Employer shall comply with the federal Family and Medical Leave Act ("FMLA") in accordance with its terms. Leaves of absence required by this statute run concurrently with other leaves of absence under the collective bargaining agreement. An FMLA leave may not be stacked upon other leaves of absence permitted by this contract unless required by statute. Nothing in this Section shall limit an employee's right to other leaves of absence permitted under this contract.

Section 5. Educational Leave. Leave for attendance at job-related study courses shall be available to all employees, subject to the approval of the President or his designate, for a maximum of three (3) hours per working week, without loss of pay or vacation time, provided (i) employees are unable to arrange to take their courses during off-duty hours; (ii) employees shall be away from work for the minimum time necessary to actually attend the course and travel to and from the course; and (iii) employees shall not be given compensatory pay or time off for attending a class when the employee is not otherwise scheduled to be at work, regardless of reason, such as vacation, sick leave, lunch hour, etc.

Section 6. Attendance at Conferences. The Agency and the Union recognize the value of staff participation in conferences of related work and attendance at such conference is based on the amount of money available, location of conference, and needs of the Agency at the time as determined by the President.

Section 7. Military Leave. Two (2) weeks of military leave shall be provided for those non-probationary employees who are members of the reserve components of the Armed Forces for the purpose of attending annual active duty for training. The employee shall be paid his/her regular salary less his military pay. The leave shall not be deducted from the employees' vacation leave time.

Section 8. Sabbatical Leave. All employees with six (6) years of service shall be entitled to sabbatical leave without pay, for a period not exceeding twenty-six (26) weeks. Seniority, only, will be accrued during such time. The Agency will continue medical insurance premiums. In addition, the salary increases that would have been instituted had the person been present on the job would become effective upon the date of return to employment. The following conditions apply to employees on sabbatical leaves: (i) employees may not accept other jobs during the leaves or increase the hours of work for currently held jobs; (ii) employees may be required to provide pay stubs and other financial documents to verify the foregoing; and (iii) violation of these conditions shall be just cause for discharge.

Section 9. Jury Duty. Any employee required to serve on jury duty will be paid the regular salary less the amount received for jury duty pay, and no part of the time spent on jury duty shall be deducted from accrued vacation, provided (i) the employee provides written notification from the government to his/her Division Director by the end of the employee's next working day after receiving such notice; and (ii) a new employee who receives notice of jury duty prior to his/her acceptance of the position shall not be eligible for pay. Time granted for jury duty shall be calculated only on the time spent in jury duty activities. It is noted that critical job holders must make an effort to be excused.

Section 10. Flex Schedules. Employees shall be permitted to request flexible schedules where necessary to meet an individual's family needs. Such requests shall be considered in light of the needs of the specific program and shall be subject to the approval of the Agency, whose decision shall be final unless arbitrary and capricious.

Section 11. Funeral Leave. The Agency shall make available to an employee three (3) days off with pay to attend the funeral of the employee's spouse or spouse equivalent, father, mother, child, sister or brother and two (2) days off with pay to attend the funeral of the

employee's grandparent or grandchild. In addition, an employee may charge against family sick leave time away from work to attend the funeral of the foregoing family members (as well as parents-in-law), (i) to the extent that the employee has available to him accumulated, unused time for family sick leave under Article 6(1)(d) above, and (ii) provided that the combined time to be charged against family sick leave and the three (3) days of funeral leave (if applicable) shall not exceed the cap (i.e., 4, 6 or 7 days, respectively) set forth in Article 6(1)(d).

Section 12. Union Leave. Any bargaining unit member shall be granted a leave of absence without pay for the purpose of engaging in full-time representation activities with the Union. The Agency shall not be required to pay any salaries or benefits under the collective bargaining agreement; however, any person on such leave of absence shall be eligible to participate in any and all benefit plans maintained by the Agency, provided the cost of participating in such plans is contributed by the employee or the Union. Any person on such leave shall be returned to their bargaining unit position, if it exists, and if not, a comparable position, by giving thirty (30) days' written notice to the Agency prior to expiration of the leave. For purposes of layoff/recall only, the employee shall accrue seniority while on this leave of absence. Seniority shall not accrue for purposes of salary or benefits. However, upon return from such leave the employee shall not return to work at a lesser salary or level of benefits than the lowest step in the salary range that the employee was in when he or she went on leave.

## ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as a complaint or dispute with the Agency by an employee or the Union involving the interpretation or application of the provisions of this Agreement.

Section 2. The steps of the grievance procedure are as follows:

(a) Step 1 - Filing. All grievances (which have not been resolved by an employee's immediate supervisor) must be presented in writing to the Division Director within ten (10) working days of the occurrence of the facts on which the grievance is based, or within ten (10) working days after the Union (e.g., any steward) knows or should have known the facts giving rise to the grievance. Any grievance not timely presented is waived.

The Division Director shall provide a written response to the employee and the Union within ten (10) working days. If the Division Director fails to provide the response in a timely manner, the employee and Union may treat said failure to respond as a denial of the grievance and immediately proceed to Step 2 of the grievance procedure.

(b) Step 2 - Conference. If there is no mutually satisfactory settlement of a timely-filed, written grievance at Step 1, it may be appealed in writing to the President for a conference within ten (10) working days after receiving a written Step 1 response. The President shall conduct a conference on said grievance within ten (10) working days of the receipt of said appeal and shall give his/her written response to the employee and to the Union within ten (10) working days of said conference. If the President fails to conduct a conference or provide the response in a timely manner, the Union may treat said failure to respond as a denial of the

grievance and immediately proceed to Step 3 of the grievance procedure. Any grievance not timely appealed is waived.

(c) Step 3 - Arbitration. If the grievance is not satisfactorily resolved by the parties at Step 2, the Union may serve the Agency with a written demand for arbitration within twenty (20) working days of the receipt of the answer at Step 2, or within twenty (20) working days of the date that the answer was due. Any grievance not timely appealed is waived.

Section 3. In the event arbitration is requested, the following rules shall apply:

(a) If the parties otherwise cannot agree on an arbitrator to hear the grievance, the arbitrator shall be selected according to the rules and procedures of the American Arbitration Association (AAA).

(b) The decision of the arbitrator shall be final and binding on both parties.

(c) Any fees or other expenses incurred by the arbitrator, including any fees charged by the AAA, shall be shared equally by the Agency and the Union.

(d) The arbitrator's authority is limited to interpreting the terms of this Agreement, and he/she shall have no authority to supplement, modify or detract from its terms.

Section 4. All time limits set forth in Section 2 above may be extended by mutual agreement.

Section 5. Grievance meetings (excluding arbitration) between the Agency and the Union during working hours will not be construed as a violation of Article 1, Section 9, of this contract, but the Agency is not required to conduct grievance conferences on company time. Up to three (3) Agency employees (including the grievant, if employed) may be selected by the Union with no loss of compensation (to the extent necessary to present its case) to attend an arbitration during their regularly scheduled hours.

Section 6. If the parties mutually agree, they may utilize the AAA's expedited arbitration procedure. In the event that such procedure is not utilized, the fact that expedited arbitration was proposed by one party, and rejected by the other party, shall not be disclosed to the arbitrator.

## ARTICLE 8A - ATTENDANCE MATTERS

Section 1. An Absentee Review Board ("ARB") shall be established for the purpose of reviewing attendance records of specific employees. The ARB shall consist of three (3) management representatives (one (1) of whom shall be the Director of Human Resources) and three (3) representatives of employees (two (2) of whom shall be employees designated by the Union and one (1) of whom shall be the Local President). The ARB shall make recommendations to management concerning treatment of employees with problematic attendance records, which recommendations the Agency may elect to adopt, modify or reject. The ARB shall continue in existence only by mutual agreement of the Agency and the Union. In

determining whether an employee has been disciplined or discharged for just cause, each employee's attendance record shall be considered on its own.

## ARTICLE 8B - DISMISSALS AND RESIGNATIONS

### Section 1.

(a) Non-probationary employees shall be disciplined or dismissed only for just cause, and the discipline or dismissal of such employees shall be subject to the grievance procedure outlined in Article 7. Non-probationary employees shall be given two (2) weeks' notice of discharge, but the Agency may suspend employees, without pay, pending discharge in all cases, except for discharges for incompetence. Non-probationary employees shall be advised in writing of the triggering incident(s) for suspensions or discharges within five (5) days, excluding Saturdays, Sundays and Holidays (as recognized in this Agreement).

(b) During the probationary period (or extension thereto), employees may be disciplined or discharged with or without cause, which action may not be the subject of any grievance.

(c) Employee signatures on disciplinary documents shall constitute mere notification and shall not be considered as an admission against interest. The foregoing sentence shall be set forth on all such disciplinary documents which employees are required to sign.

Section 2. Professional A's, A-II's, I's, II's and III's, Nurses, Lead Instructors and Instructors shall give four (4) weeks' written notice of resignation from the employ of the Agency, except that, where an employee resigns within ten (10) calendar days of receiving notice of changed responsibilities and duties or a permanent schedule change, the employee will be required to give only the same number of days' notice (if less than four (4) weeks) that the employee was given of the change in responsibilities and duties or permanent schedule. All other employees shall give two (2) weeks' written notice of resignation. Employees failing to give notice required by this section shall forfeit all right to terminal vacation pay under Section 6 of Article 4, unless suitable or appropriate mitigating circumstances are offered and accepted by the President.

### Section 3. Employment and seniority shall cease for any of the following reasons:

- (d) Quit;
- (e) Discharge for just cause;
- (f) At the end of one (1) year on the recall list without having been recalled in accordance with Article 5(7) above;
- (g) Failure to return to work at the end of an authorized leave of absence;
- (h) Absence for any other reason beyond the employee's length of service with the Agency, not to exceed six (6) months (except in connection with authorized disability and child-rearing leaves of absence (Article 6) for which advance approval has been obtained).

ARTICLE 9 - INSURANCE, RETIREMENT AND CREDIT UNION

Section 1.     Life Insurance. The Agency will provide group life insurance to each employee, paying the premium for each calendar month the employee receives compensation for one-half (½) his/her normally scheduled working days; in the following amounts:

Effective 10/1/01 - \$10,000

Effective 10/1/03 - \$15,000

Coverage shall begin on the insurance company's first enrollment date immediately following the end of the employee's probationary period. Employees may purchase additional life insurance coverage at their own expense to the extent made available by the Agency.

Section 2.     Medical Insurance.

(a)     JEVS shall continue to offer the current Keystone Health Plan East plan and Blue Cross-Blue Shield Personal Choice 10 plan through December 31, 2000.

Commencing January 1, 2001, JEVS shall offer Keystone Health Plan East (\$5 co-pay for primary care doctors and specialists; prescription: \$6 co-pay for generic drugs and \$10 co-pay for brand name drugs) and shall offer Blue Cross Blue Shield Personal Choice (\$10 co-pay for primary care doctors; \$20 co-pay for specialists; 70% co-insurance; prescription: \$5 co-pay for generic drugs and \$10 co-pay for brand name drugs).

(b)     For employees who have elected Keystone Health Plan East, JEVS will pay the full premium toward the employee's individual coverage for each calendar month the employee receives compensation for one-half (½) his/her regularly scheduled working days.

(c)     For employees who have elected Personal Choice, JEVS will pay the amount which it would have paid toward the employee's single coverage for Keystone Health Plan East plus twenty-six dollars (\$26) per month. Employees shall pay, through payroll deduction, the difference between the premium charged by the insurance carrier and the amount paid by JEVS.

(d)     In addition, JEVS has elected to continue to offer the current Quad Med Plan, with the understanding that: (i) JEVS has the right to eliminate this plan (but if JEVS does so, an open enrollment period will be provided for Quad Med Plan participants); and (ii) if Quad Med Plan premiums for individual coverage exceed such premiums charged for participants covered by Keystone Health Plan East, JEVS shall pay the amount which it would have paid toward the employee's single coverage for Keystone Health Plan East plus up to twenty-six dollars (\$26) per month (not to exceed the cost of the Quad Med single coverage).

(e)     Nothing in this agreement prevents JEVS from electing another plan which provides substantially comparable benefits to the Keystone plan, even if it results in the loss of the Personal Choice plan.

(f)     If the Agency offers an indemnity plan to non-bargaining unit employees, bargaining unit employees may opt to be covered by such plan by paying the difference between

the indemnity plan and the premium for HMO single coverage (highest premium for individual coverage), provided their participation does not jeopardize the viability of the HMO plan.

(g) Opt Out Payment. JEVS shall pay one hundred dollars (\$100) per month, less applicable taxes, to any employee who is eligible for participation in JEVS' group medical insurance plan at JEVS' expense, who can verify proof of medical insurance coverage outside of JEVS, and who elects to forego participation in JEVS' group medical insurance program.

Section 3. Dental Insurance. The Agency shall pay the premium toward the employee's dental insurance, individual coverage only, for each month the employee receives compensation for one-half (½) his/her regularly scheduled working days. The employee may choose to be covered under any one (1) of the following plans: (i) United Concordia Flex Plan 005 or a substantially equivalent plan of the Agency's choice; or (ii) any other plan offered by the Agency if the Agency elects to offer other plans. Employees may cover their eligible dependents by paying the premium for their coverage.

Section 4. Substantially Equivalent Plans. Before changing to another medical or dental plan, the Agency shall provide sufficient advance notice to the Union of its intent to change plans in order to meet to discuss such proposed changes, and arrive at an agreement on the proposed changes. If the parties are unable to reach an agreement, the Union may proceed to expedited arbitration. The Agency will not implement any changes pending arbitration provided that the Union promptly invokes the arbitration process.

Section 5. Optical Insurance. The Agency shall pay the premium toward the employee's individual coverage for optical coverage in each month the employee receives compensation for one-half (½) his/her regularly scheduled working days. The Agency shall assure that whatever plan is chosen will provide no lower level of benefits than those available under the agreement between the Agency and the Union, effective October 1, 1983.

Section 6. Prescription Plan. The Agency shall pay the premium toward the employee's individual coverage for a prescription plan (either as part of the Employer's group medical coverage or through separate coverage) with deductibles substantially equivalent to those required under the Keystone Health Plan East, for each month that the employee receives compensation for one-half (½) his/her regularly scheduled working days. Employees may cover their eligible dependents by paying the premium for their coverage. (As an exception to the foregoing, employees covered under the Personal Choice 10 Plan and the Quad Med Plan shall pay deductibles required by those respective plans.)

Section 7. Long-Term Disability. The Agency shall provide employees with coverage for a standard long-term disability plan with the following coverage: (i) sixty percent (60%) of their straight-time salary (integrated with Social Security payments); (ii) six (6) month waiting period following commencement of disability, which waiting period shall be reduced to ninety (90) calendar days effective January 1, 2001 (consistent with the insurance company's rules regarding reductions in the waiting period); (iii) two (2) year maximum benefit; (iv) coverage will be available to employees whose hours of employment average seventeen and one-half (17-½) hours or more per week; (v) this insurance shall be available to an employee in

accordance with the schedule set forth in Article 9(8) of the Agreement; and (vi) this insurance shall cease on the employee's last day of employment.

Section 8. Commencement of Insurance. Employees, who have completed the probationary period, shall be entitled to life, medical, dental, optical, prescription and long-term disability insurance provided by the Agency beginning as follows: (i) employees whose probationary period ends between the 1st and 15th of a month shall be covered as of the 1st of that month; and (ii) employees whose probationary period ends on or after the 16th of a month shall be covered as of the 1st of the following month.

Section 9. The Agency shall provide Workers' Compensation protection for its employees.

Section 10. The Agency shall cover all employees by Social Security benefits and shall pay its share of the premiums as defined by law.

Section 11. Retirement Plan.

(a) The Employer will permit employees to contribute a portion of their salaries into a Tax Shelter Annuity Plan through payroll deduction. Employees may make contributions beyond the amounts earned by JEVS' matching contribution (referred to in Article 9(11)(b)(ii) and (c) below), subject to the limitations imposed by applicable laws.

(b) Employees who meet the eligibility requirement set forth below in Section 9(11)(c) shall earn:

- (i) a retirement credit funded by JEVS equal to one percent (1%) of the employee's gross pay; and
- (ii) an additional contribution from JEVS equal to one-half ( $\frac{1}{2}$ ) of the employee's contribution, not to exceed one-half of one percent ( $\frac{1}{2}\%$ ) of the gross pay received by the employee while making the contributions. (For example, if the employee contributes one percent (1%) of his or her pay, JEVS will contribute one-half percent ( $\frac{1}{2}\%$ ), in addition to the one percent (1%) referred to under Section 9(11)(b)(i) above.)

Effective beginning with the first full payroll after October 1, 2002, the additional matching contribution by the Employer shall equal the employee's contribution, not to exceed one percent (1%) of the gross pay received by the employee while making the contributions.

(c) Employees become eligible for participation in the plan at the beginning of the first calendar quarter following the employee's second anniversary date, provided the employee has completed all necessary paperwork on or before September 30 of that plan year (with the understanding that JEVS will conduct informational sessions with such employees regarding the retirement plan). (The Union will be notified in a timely fashion of an employee's noncompliance.) For example, an employee hired on October 15, 2000 would be eligible to

earn a retirement credit and the matching contribution on January 1, 2003, which payment will be made by JEVS in accordance with Article 9(11)(d) below.

(d) JEVS will calculate its contribution each September 30 during the term of the contract for employees employed on that date, with JEVS' contributions to be made within 60 days thereafter.

(e) Part-time employees in CLAs with regularly scheduled hours of less than seventeen and one-half (17½) hours per week are ineligible for participation in this program.

Section 12. Philadelphia Federal Credit Union. The Agency will provide the opportunity for employees to join the Philadelphia Federal Credit Union consistent with the eligibility requirements of the Philadelphia Federal Credit Union.

Section 13. Malpractice Insurance. The Agency will provide malpractice insurance for all professional employees.

Section 14. Direct Deposit. The Agency will make direct deposit available to all employees who sign a statement permitting deductions from their account for overpayments received in error.

Section 15. Day Care.

(a) The Employer will continue an IRS approved pre-tax dollar diversion account for day care expenses.

(b) By January 1, 2001, a committee of two (2) union representatives (one (1) of whom shall be the President of Local 1739) and two (2) Agency representatives (one (1) of whom shall be the Human Resources Director) shall be created to explore day care opportunities for children of JEVS employees, and investigate possible programs where employees can take advantage of reduced rates.

## ARTICLE 10 - CONDITIONS OF COMPENSATION

Section 1. Longevity Bonuses. Effective October 1, 2002, the Employer will reward employees for their years of service to the Employer by instituting the following longevity bonus program:

(a) In October, 2002, employees shall receive the highest bonus to which the employee is entitled based upon the following schedule (pro-rata for part-timers), provided the employees are employed on September 30, 2002:

<u>Employment Anniversary on or before 9/30/02<sup>1</sup></u>	<u>Amount</u>
5th	\$300
10th	\$500
20th	\$600

Example: A full-time employee employed by JEVS on September 30, 2002 and who has worked for JEVS since August 1, 1992 shall receive a bonus of \$500 in October, 2002, less applicable taxes.

(b) Full-time employees who reach their fifth (5th) anniversary with JEVS on or after October 1, 2002 shall receive a bonus of \$300, less applicable taxes, at the end of the calendar quarter in which their fifth (5th) anniversaries fall, provided they are employed by JEVS when the bonus is to be paid. Pro-rata for part-timers.

(c) Full-time employees who reach their tenth (10th) anniversary with JEVS on or after October 1, 2002 shall receive an additional bonus of \$200, less applicable taxes, at the end of the calendar quarter in which their tenth (10th) anniversaries fall, provided they are employed by JEVS when the additional bonus is to be paid. Pro-rata for part-timers.

(d) Full-time employees who reach their twentieth (20th) anniversary with JEVS on or after October 1, 2002 shall receive an additional bonus of \$100, less applicable taxes, at the end of the calendar quarter in which their twentieth (20th) anniversaries fall, provided they are employed by JEVS when the additional bonus is to be paid. Pro-rata for part-timers.

Section 2. Increases in Compensation:

(a) Across the Board Increases:

(i) All Employees Excluding Direct Care Employees in CLHS:

- Effective 4/1/01: salaries shall be increased by four percent (4%).
- Effective 4/1/02: salaries shall be increased by three percent (3%).
- Effective 4/1/03: salaries shall be increased by three percent (3%).
- Effective 4/1/04: salaries shall be increased by four percent (4%).

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<sup>1</sup> Based on years of service in a bargaining unit position.

(ii) Direct Care Employees in CLHS:

- Effective 10/1/02: salaries shall be increased by two percent (2%).
- Effective 4/1/04: salaries shall be increased by two percent (2%).

(b) Promotional Increases:

(i) In the case of a promotion from one category to a higher one, the employee's annual compensation will be increased by at least five hundred dollars (\$500).

(ii) The foregoing will not apply to automatic promotions. Employees' annual salaries will be increased by at least the following when automatically promoted from:

Pro A to Pro A - II:	\$375
Pro I to Pro II:	\$375
Clerk I to Clerk II	\$250

Section 3. Minimum Hiring Salary Schedule.

(a) See Appendix A for Minimum Hiring Salaries.

(b) In the event that the Employer intends to fill a vacancy at a salary above the specified Minimum Hiring Salary Schedule:

- (i) JEVS will post the applicable contractual Minimum Salary for that position and, if appropriate, note on the posting that the salary may be subject to the successful applicant's qualifications (e.g., experience and other background).
- (ii) If a selected applicant from outside JEVS accepts JEVS' offer and is paid more than incumbents in the same position and program (based upon funding source) with equal qualifications (e.g., experience and other background), such incumbents will be brought up to the salary paid to the selected applicant.

Section 4. Hiring and Promotion Standards.

(a) Professional Worker "B" (includes such classifications as Assistant Foreman, Aide [e.g., MH/MR Aide, Residential Counselor Aide] and Assistant Instructor). It is agreed that all job titles and new positions to be established in this category will be in consultation with the Union.

This category includes professional personnel below the Bachelor's degree level. Qualifications should include the following: A minimum of two (2) years' experience in the appropriate field and be amenable to close supervision.

(b) Professional Worker "A" (includes such classifications as Intake Counselor, Placement Counselor, Job Developer, Evaluator, Therapeutic Activities Worker and Trainer).

This category includes professional personnel below the Master's degree level. Qualifications should include the following: a Bachelor's degree or two (2) years of college course work in psychology, education, social work, vocational or other allied and appropriate fields and at least two (2) years' experience in social agencies. Additional college course work may be equated at the rate of one (1) year of college for one (1) year of experience. Appropriate experience or special training may be substituted in lieu of a Bachelor's degree.

Workers in this category will automatically be promoted to Professional Worker A-II upon the completion of a Master's Degree and four (4) years of service as a Professional Worker A. The minimum salary and increment for the Professional Worker A-II category shall be the same as for Professional Worker I.

(c) Instructor. [Same qualifications as Professional A.]

(d) Lead Instructor. [Same qualifications as Instructor.] The Agency shall establish one (1) Lead Instructor at OTI and one (1) Lead Instructor at Orleans Technical Institute-Center City, which positions shall be filled through posting. The Agency shall determine job duties for these positions.

(e) Nurse. [Same qualifications as Professional A.]

(f) Professional Worker I, II and III (includes such classifications as Psychologist, Therapist, Training Specialist, Program Specialist and Counselor [e.g., Vocational Counselor and Rehabilitation Counselor]).

(i) Professional Worker I. Minimum of Master's degree in Psychology, Education, Social Work or Vocational Guidance or the equivalent in accredited course work (thirty (30) units of graduate credit) applicable and appropriate to Agency professional processes. Appropriate experience or special training may be substituted in lieu of a Master's degree in special circumstances.

Course work beyond the Master's degree may be evaluated, at the discretion of the President, as equivalent to work experience, and course work equivalent may be considered for hiring above the minimum scale. Ten (10) hours of graduate credit may be equated with one (1) year of experience.

(ii) Professional Worker II. Three (3) years of work experience at JEVS or in an equivalent setting, or twenty (20) units of credit beyond a Master's degree in appropriate course work, plus two (2) years of experience at JEVS. Ten (10) hours of graduate credit may be equated with one (1) year of experience.

Workers will be automatically promoted from Professional I, provided they meet the qualifications for Professional Worker II set forth in the immediately preceding subparagraph of this subsection, but it is understood that Professional Worker I's who were hired with or without the specified educational requirements shall nevertheless be promoted automatically to Professional Worker II upon completion of three (3) years of work experience in an equivalent setting and position, at least two (2) of which shall be at JEVS in a Professional Worker I position. In special cases, workers may be directly hired at this level, provided they meet the qualifications set forth in paragraph (i) of this subsection.

(iii) Professional Worker III. Master's degree plus four (4) years' experience, or Master's degree plus thirty (30) units of credit plus two (2) years' minimum experience.

Workers in this category are eligible for promotion from Professional II. Workers in this category may be required to provide clinical, non-administrative supervision, program coordination and/or leadership to other staff.

There shall be at least four (4) Professional III employees employed by the Agency. No one can be hired directly into this category.

(g) Production Foreman I. Two (2) years' appropriate experience in production, shipping, receiving, inspection and supervisory experience of personnel.

Foreman I shall be given the opportunity to assume responsibilities for those listed under Foreman II, provided the position is available in the Foreman II classification. Foremen I's will be automatically promoted from Foreman I to Foreman II upon completion of five (5) years of service with the Agency as a Foreman I, provided that the number of Foremen II's in the Agency shall not exceed fifty percent (50%) of the total number of foremen.

(h) Production Foreman II. Six (6) years' appropriate experience in production, shipping, quality control, inspection, job layout, pricing, contractor liaison, and coordinating and supervising personnel.

(i) Clerk.

1. Grade I (includes such classifications as Clerical Worker-Receptionist, Switchboard Operator, and Clerk Typist).

High school education or equivalency or any acceptable combination of training and experience or education. The worker must have an ability to type forty (40) words per minute; to be trained to operate office machinery (switchboard and duplicating machines); and to demonstrate an aptitude for figure work and attention to detail.

2. Grade II (includes such classifications as Client Payroll Clerk, Clerk-Stenographer, Billing Clerk, Shipping and Receiving Clerk, Data Entry Clerk).

High school education or equivalency plus two (2) years of appropriate office experience. Additional appropriate training or education may be submitted for

experience. The worker must have the ability to type fifty (50) words per minute; be capable of operating dictating machines and transcribing material of technical detail and language, which may include medical terminology, or be capable of taking dictation at the rate of eighty (80) words per minute; and possess a familiarity with various types of office machinery.

In this grade a worker with the above qualifications (or other training or skills such as an ability to use calculating machines, handle financial matters and an aptitude for figures) should be capable of billing, preparing client payroll and keeping records, and assisting the office manager.

The worker should have an ability to receive, unpack and examine goods; check bills of lading; keep inventory records; make up bills of lading and other similar shipping and receiving records. A worker so involved must be capable of being bonded and should have the appropriate two (2) years of experience.

The worker need not have all of the above required skills to fit into this grade, but must possess several essential skills for the position.

Workers will be automatically promoted from Clerk I to Clerk II after three (3) years of experience at the Agency as a Clerk I.

3. Grade III (includes such classifications as Secretary, OVR Secretary, Administrative Aide, Medical Records Assistant, Computer Operator, Medical Secretary). In addition, employees in Clerk II positions will be automatically promoted to Clerk III after five (5) years of experience at the Agency as a Clerk II.

High school education or equivalency and/or training in specific secretarial skills. Three (3) years of appropriate secretarial experience. The worker must be familiar with office machinery, practices and procedures; be capable of coordinating all office functions to expedite clerical procedures; be responsible for equipment and material, to see that materials are stocked and equipment serviced; be capable of performing administrative duties in relation to executive personnel; have the ability and tact to plan, assign, review and supervise other clerical workers; serve as liaison between counseling staff and clerical staff. The worker must have the ability to type sixty (60) words per minute, take dictation at eighty (80) words per minute, or use dictating devices efficiently and accurately.

The worker need not have all of the above required skills to fit into this grade, but must possess several essential skills for the position.

(j) Miscellaneous Industrial Classifications.

1. Warehouseman (includes material handler and warehouse worker).

Appropriate experience in warehousing activities (e.g., shipping and receiving, conveying materials to designated areas by hand, hand truck or forklift). Physical capacity to lift heavy objects.

2. Maintenance (includes custodian and maintenance worker).

Ability to perform maintenance activities. Physical capacity to lift heavy objects.

3. Driver (includes bus driver, truck driver and courier).

Valid driver's license for operating appropriate vehicle or ability to pass appropriate driver's examination prior to commencement of employment. Safe driver's record (no accidents or moving violations in last three (3) years).

Section 5. Retention Bonus.

(a) Orleans Technical Institute-Northeast. An instructor or assistant instructor at Orleans Technical Institute teaching trade or business courses who achieves a retention rate of at least eighty-five percent (85%) (excluding no shows) in all of his/her classes (with a duration of at least ten (10) weeks) which end during a contract year (October 1 through September 30) will receive a bonus of Three Hundred Dollars (\$300.00) for the contract year, payable by the following November 15, provided the instructor was employed at the end of the contract year. Retention Counselors shall be eligible to receive the bonus on the basis of a formula to be mutually agreed upon by the Agency and the Union.

(b) Orleans Technical Institute-Center City. All full-time instructors, full-time assistant instructors and full-time retention counselors who meet the requirements set forth below shall receive a bonus of Three Hundred Dollars (\$300.00) for each school year (July 1 through June 30) if the retention rate (excluding no shows) of eighty-three percent (83%) is met. To be eligible for this bonus, the employee must have worked as an instructor, assistant instructor or retention counselor for the entire school year. This bonus for part-time instructors, assistant instructors and retention counselors shall be pro-rated.

Section 6. Mileage. The Agency will reimburse employees who use their personal vehicles for Agency business at the maximum allowable I.R.S. rate, unless a lower rate is specified by the Agency's funding agency, but in no event less than twenty-four cents (24¢) per mile. (The Agency agrees to request any funding source to increase its mileage reimbursement rate to the maximum allowable I.R.S. rate.)

Section 7. Working Out of Category. An employee who assumes the major duties of a person in a higher category for two consecutive weeks or more shall be reimbursed to the beginning of the second week. The rate shall be the minimum for the higher category or one increment, whichever is greater. If two or more employees are assigned to cover the major duties of a person in a higher category under the circumstances described above, the most senior employee will receive the differential.

Section 8. Career Development Committee. A committee consisting of four (4) Union representatives (one (1) of whom shall be the President of Local 1739) and four (4) Agency representatives (one (1) of whom shall be the Director of Human Resources) shall be established to explore career development opportunities for employees throughout the Agency.

Section 9. Pay for Performance. By January 1, 2001, a committee consisting of six (6) union representatives (one (1) of whom shall be the President Of Local 1739) and six (6)

Agency representatives (one (1) of whom shall be the Human Resources Director) shall be created to research and design Pay for Performance Plans for those Agency programs where such plans would be appropriate and feasible, subject to approval of the affected Division and Program Directors. The Committee will review and recommend, by March 31, 2001, a modified plan for retention bonuses for Orleans Technical Institute-Northeast and Orleans Technical Institute-Center City to replace the plan set forth in Article 10(5), which will remain in place until a replacement plan is adopted and implemented.

#### ARTICLE 11 - MANAGEMENT RIGHTS

It is understood and agreed that the Agency, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the employer, except as modified by this Agreement.

Matters of inherent managerial policy are reserved exclusively to the Agency. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Agency, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

#### ARTICLE 12 - TUITION REIMBURSEMENT

See Appendix B for the Employer's Tuition Reimbursement Program.

#### ARTICLE 13 - GENERAL PROVISIONS

Section 1. The Agency shall make every reasonable effort to provide adequate facilities and working conditions to protect the safety and health of its employees.

Any office or shop employee working inside an area in which the temperature falls below 60 degrees 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 87 degrees and air conditioning is unavailable to him or her shall be moved to cooler quarters or be dismissed with pay.

Section 2. Other benefits accruing to the employees, not specified herein, which have been established through personnel practice and which are not inconsistent with this Agreement or the interests of the Agency, shall remain and continue in effect.

Section 3. Any new situation that the Agency and the Union determine is not covered by this contract shall be dealt with by joint negotiations.

Section 4. The employee's personnel file shall be available for inspection by him/her upon request.

Section 5. The Agency will maintain a bulletin board at each work site at a location mutually agreeable to the Agency and the Union. Such bulletin board will be used by the Union for the purpose of disseminating information concerning Union meetings and Union elections,

social events, job postings and other affairs of general interest (excluding references supporting or disapproving of a particular political party or candidate); provided that no material shall be posted unless it is signed by a duly authorized Union official or has been approved by the Agency.

Section 6. No bargaining unit work will be performed by a supervisor as a result of the layoff of a bargaining unit employee while such employee is on the recall list.

Section 7. No Strikes or Lockouts. There shall be no strikes or lockouts during the term of this Agreement.

Section 8. Mass Transit Strike. Any employees who according to their job duties are not regularly required to transport clients in their personal vehicles will not be required to do so in the event of a Mass Transit Strike.

Section 9. Transit Checks. JEVS agrees, starting no later than April 1, 2001, to offer the Transit check commuter voucher program to its employees at the employees' cost. Employees will pay for these vouchers through a pre-tax payroll deduction.

#### ARTICLE 14 - EFFECTIVE DATE

This Agreement shall be effective as of October 1, 2000, and shall continue in effect until September 30, 2004, and shall continue from year to year thereafter, unless either party gives written notice to the other of its desire to change, amend or terminate the Agreement at least ninety (90) days prior to September 30, 2004 or any subsequent September 30, respectively. The address of the Agency shall be considered as the Jewish Employment and Vocational Service, 1845 Walnut Street, 7th Floor, Philadelphia, Pennsylvania 19103, and the address of the Union shall be considered as Local #1739, District Council 47, 1606 Walnut Street, Philadelphia, Pennsylvania 19103. Either party will notify the other of any change of address in writing.

JEWISH EMPLOYMENT AND  
VOCATIONAL SERVICE

JEVS CHAPTER,  
COMMUNITY AND SOCIAL  
SERVICE AGENCY EMPLOYEES,  
LOCAL NO. 1739, DISTRICT  
COUNCIL 47, AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

By: \_\_\_\_\_  
Howard D. Scher, Esquire  
Chairman

By: \_\_\_\_\_  
Thomas Paine Cronin  
President, District Council 47

By: \_\_\_\_\_  
Jay Spector  
President & CEO

By: \_\_\_\_\_  
Frederick Wright  
President Local No. 1739

APPENDIX A  
MINIMUM SALARY SCHEDULE

	<u>Effective</u> <u>10/1/00*</u>	<u>Effective</u> <u>10/1/00*</u>
PROFESSIONAL "B"	\$14,606	\$15,100
PROFESSIONAL "A"	18,500	19,000
PROFESSIONAL "A-II"	21,500	22,500
INSTRUCTOR	18,500	20,000
LEAD INSTRUCTOR	23,500	25,000
NURSE	18,500	23,000
PROFESSIONAL "I"	21,500	22,500
PROFESSIONAL "II"	24,000	25,000
PROFESSIONAL "III"	27,000	32,000
FOREMAN I	16,193	18,500
FOREMAN II	19,261	20,000
DRIVER/WAREHOUSEMAN	13,884	18,000
MAINTENANCE	12,919	13,500
CLERICAL I	12,886	13,500
CLERICAL II	14,058	14,500
CLERICAL III	17,098	17,500

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\*For regular schedule of 35 hours per week.

APPENDIX B  
TUITION REIMBURSEMENT PROGRAM

Statement of Purpose:

JEVS is committed to life-long learning for its staff. It is important that our employees pursue both their professional and personal growth, utilizing the educational process - not only to enhance their expertise in their current jobs, but also for the long-range development of their careers. To this end, it is the agency's intention to assist our employees in reaching their short-term and long-term professional goals by the implementation of the following Tuition Assistance Program:

Eligibility:

All employees are eligible for this plan who have been employed by JEVS for one year and who are regularly scheduled to work a minimum of seventeen and one-half (17½) hours per week for the prior year preceding this application. Employees must be actively working during the entire course semester for which reimbursement is requested. Employees who enrolled in courses which began prior to their eligibility date will not be reimbursed for those courses. If, during the course semester, the work schedule is reduced to under the minimum number of required hours, the reimbursement shall be based on the status in which the employee spent 50% or more of his/her time during the semester.

Amount of Reimbursement:

For full-time employees (regularly scheduled to work at least 35 hours per week), JEVS will provide reimbursement of 50% of the total credit cost up to a maximum reimbursement of \$150.00 per credit and an overall maximum of \$1,200.00 per academic year. For part-time employees, reimbursement will be prorated based upon the number of hours regularly scheduled to work per week. Any unused portion will not be carried over from one academic year to the next. In order to receive any reimbursement, a minimum final grade of "C" must be attained for undergraduate and "B" for graduate courses.

Course Criteria:

Eligible employees will be reimbursed for courses that are directly related to their present job or which will enhance their potential for career development within JEVS. In order for courses to be eligible, they must be part of a degree or certificate program and offered by fully accredited, licensed educational institutions. Courses may be at the undergraduate, graduate or certificate level.

Allowable Reimbursable Expenses:

Reimbursement is for tuition costs only. Fees for such items as registration, transcripts, degree candidacy, program admission application, books, laboratory fees, equipment, late or deferred fees, graduation fees, travel or living expenses are not reimbursable. Employees will be eligible for assistance from JEVS for classes covered by scholarships and/or grants, but in no

event may an employee receive assistance from JEVS and such other sources in excess of the cost of tuition, lab fees, books and other fees required by the institution (e.g., photocopying charges). If the employee terminates employment prior to his/her successful completion of the course, he/she will not receive reimbursement.

*Procedures for Application and Reimbursement:*

Prior to course registration, the candidate must complete the required Request for Tuition Reimbursement for each proposed course, together with a statement explaining his/her purpose and intentions for taking the course. In order to receive tuition assistance, the request must be reviewed and approved by the immediate supervisor and the Human Resources Director prior to enrollment. Upon successful completion of the course, the employee must submit to the Human Resources Director evidence of payment of the course in the form of a bill or receipt from the institution which clearly shows the charges for reimbursable expenses, and also a report card which shows evidence of satisfactory completion of course with the grade.

*For Requests for Tuition Reimbursement forms, further assistance or answers to questions:*

Please call or visit the Human Resources Office, 1845 Walnut Street, 7<sup>th</sup> floor. Phone: 215-854-1800.