

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**UNITED COMMUNITY SERVICES FOR WORKING
FAMILIES**

And

**UNITED STEEL, PAPER and FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL and
SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC**

LOCAL UNION #06996-29



FROM 10/19/2015 – THROUGH 10/21/2018

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AGREEMENT

AGREEMENT AND PURPOSE

This Agreement, dated and made effective this 19th day of October 2015, is entered into by and between United Community Services for Working Families, 1251 Front Street, Reading Pennsylvania (hereinafter referred to as the "Employer") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO,CLC, (hereinafter referred to as the "Union") and on behalf of USW Local 6996 and the members of Unit 29.

It is the intent and purpose of the parties hereto that this agreement shall set forth the full and complete agreement between the parties, which supercedes any and all previous agreements either written or oral governing wages, rates of pay, hours of work and conditions of employment, to be observed between the parties hereto and shall promote and improve relationship between the employees of the Employer and the Employer.

ARTICLE I
RECOGNITIONS

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Section 1. **The Bargaining Unit**

- (a) During the period of this Agreement, the Employer will recognize the Union as the sole collective bargaining agent for all Employees employed by the Employer at its Berks and Lehigh County, Pennsylvania facilities; excluding all supervisors, management, trainees as outlined in the U.S. Department of Labor Youth Build grant, and others as defined in the Act.
- (b) Changes in title or methods of pay of positions included in the Bargaining Unit shall not be made for the purpose of eliminating said positions from the Bargaining Unit.
- (c) Being that Full-Time Employees are entitled to certain benefits not provided to Part-Time Employees Full-Time will be defined as followed: An Employee, who on average, consistently works 36 or more hour's per-week. The average will be calculated on a quarterly basis.
- (d) The Employer agrees that it will recognize one (1) bargaining unit employee as a member of the Board of Trustees and such member shall enjoy any benefits prescribed in the Organizations by-laws, for example the member shall be eligible to vote on all issues before the board, with exception to votes that pertain to the governance of the Collective Bargaining Agreement; in which case such member shall be permitted to discuss such issue but shall abstain from any vote on such issue, and the member shall be eligible to be a member of any agency committee . It is further understood that such person shall be an employee of the bargaining unit, and shall be selected by a majority vote of the bargaining unit employees. Furthermore, it is agreed that such member shall not be eligible to run for, or hold, any of the organizations top three (3) officer positions. Such person shall be elected for a three (3) year term, the same as the other officers of the Organization currently enjoy.

ARTICLE II
UNION SECURITY

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Section 1. **Membership in the Union**

- (a) Subject to Article I, Section 1, the Employer agrees that any employee who, on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall, as a condition of continued employment, acquire and maintain membership in the Union.

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Section 2. Indemnification
(a) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

Section 3. Membership Cards
(a) At the time of hire, the Employer shall have all new employees hired for jobs included in the bargaining unit, sign union membership cards. Such cards shall be turned over to the Local Union Financial Secretary.

Section 4. Introduction of New Employees
(a) The Employer will introduce all new employees to the proper Union representative on the 1st (first) day of hire.

ARTICLE III
CHECK OFF

Section 1. Check-off and Deductions
(a) Each month the Employer will, upon receipt of a signed Check-Off Authorization card, will deduct union dues from the wages of each Union member within the Bargaining Unit. Union dues will be deducted in accordance with the International Union's Constitution.
(b) The Employer will, in the first pay period, upon receipt of a signed Check-Off Authorization card and written notification by proper Union authorities, deduct initiation fees and assessments in accordance with the Constitution of the International Union.

Section 2. Insufficient Wages
(a) The Employer will, in the event any employee has insufficient wages in the pay period from which Union dues, initiation fees, or assessments should be deducted, make the correct amount of such deductions in the pay period following in which such employee has sufficient wages.

Section 3. Deduction Report
(a) The Employer will forward, not later than the twentieth day of each following month, all deductions as mentioned above to the International Secretary-Treasurer of the Union, P.O. Box 10041, Pittsburgh, Pennsylvania, 15222, or any other address so designated by the union, in the form of check made payable to his name.
(b) For the purpose of maintaining accurate records on all deduction, the Employer shall, at the time of remittance of monies collected, furnish to the Financial Secretary of the Local Union, and to the International Secretary-Treasurer, such reconciliation of deductions as may be specified by the International Union. The Financial Secretary of the Local Union will also receive a list of the employees from whom the deductions have been made.

Section 4. Indemnification
(a) The Union will indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the Employer for the purposed of complying with the foregoing provisions of this Article or in reliance on any authorization or list which shall be furnished to the Employer by the Union under any of such provisions.

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Section 5.

PAF

- (a) The Employer agrees that it will check off monthly and transmit to the Secretary-Treasurer of the United Steelworkers Political Action Fund (USW PAF) voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the USW PAF. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.
- (b) The signing of such USW PAF check-off form and the making of such voluntary weekly contributions are not conditions of membership in the Union or of employment with the Employer.
- (c) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section.
- (d) The United Steelworkers Political Action Fund supports various candidates for federal and other elective office, is connected with the United Steelworkers, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fundraising efforts and in joint fundraising efforts with the AFL-CIO and its Committee on Political Education.

ARTICLE IV
JOB DESCRIPTIONS & WAGE RATES

Section 1.

Job Description

- (a) Job descriptions will be provided to all employees, and cannot be changed except as outlined in Article IV, Section 2(a).
- (b) All Employees are expected to conduct themselves in a courteous and respectful manner, as well as satisfactorily perform their duties.
- (c) Employees are expected to begin working at the time specified in their work schedule.
- (d) Employees are expected to dress appropriately for their positions.

Section 2.

Procedure of New or Changed Job Descriptions

- (a) When the Employer wishes to change the job content of the existing job description, the parties shall mutually agree to it. If the new or changed job description cannot be agreed to, said job change will be dealt with in the Grievance procedure.

Section 3.

Wages

- (a) The Executive Director and an Employee will agree on salary at the time of employment, and be based upon funding sources of the current grant(s).
- (b) All increases in salaries will be based upon current funding sources of the grant(s) yearly cycle.
- (c) Employees will be paid every 2 (Two) weeks, by Friday unless such date falls on a holiday, in which case Employees will be paid on the preceding day that the office is open.
- (d) Employees who contribute to I.R.A.'s may direct the Employer to make payroll deductions and forward the contributions to a place designated by the Employee. This is done for the convenience of the Employee. The Employer does not make the contributions. Furthermore, the deductions are 'Post Tax' rather than 'Pre Tax' contributions by the Employee.

Section 4.

Report-In-Pay

- (a) An Employee reporting for work and who is scheduled to work and is sent home due to a non-personal emergency shall not suffer any loss of pay.

ARTICLE V
HOLIDAYS

Section 1. **Basis of Payment**

(a) All employees are eligible for holiday pay.

Section 2. **Computation of Holiday Pay**

(a) All defined holidays will be paid at an employee's regular rate of pay for full-time Employees. Part-time Employees will receive pay as though he/she would be working their regular part-time schedule.

Section 3. **Holidays**

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|--------------------------------|---------------------------|
| 1) New Year's Day | 7) Labor Day |
| 2) President Day | 8) Thanksgiving |
| 3) Martin Luther King, Jr. Day | 9) Day after Thanksgiving |
| 4) Good Friday | 10) Day before Christmas |
| 5) Memorial Day | 11) Christmas |
| 6) 4 th of July | 12) Day before New Year |

Section 4. **Holiday on Saturday or Sunday**

(a) If any of the above holidays occur on a Saturday, but is officially celebrated on Friday, then Friday shall be considered as the holiday. Any of the above holidays occurring on Sunday, but is officially celebrated on Monday, then Monday shall be considered as the holiday.

Section 5. **Holiday on Vacation period**

(a) When any of the named holidays in Section 3 above is celebrated during an employee's vacation period, the employee shall have an additional day off with pay.

ARTICLE VI
VACATION

Section 1. **Eligibility**

(a) All Employees are eligible for vacation as set forth in this Article.

(b) The benefit year is defined as the period from date of hire and the proceeding twelve (12) month period, and all proceeding twelve (12) month periods thereafter.

Section 2 **Vacation Time**

(a) Three (3) months but less than One (1) Year = Five (5) days

(b) One (1) year but less than Five (5) years = Ten (10) days

(c) Five (5) years but less than Ten (10) years = Fifteen (15) days

(d) Ten (10) years or more = Twenty (20) days

Section 3 **Conditions**

(a) Vacation days must be requested in writing and may only be taken with prior approval of the Executive Director.

(b) Unused vacation days may be accrued from one year to the next with a one (1) year cap, with approval from the Employer.

(c) Employees may request additional vacation time off, that they have not yet accrued.

(1) If the Employer grants such time-off, and the Employee terminates employment as defined in Article X Section (1)(b), the Employee will have deducted from their final paycheck(s) any earnings paid to them, that were paid prior to their accrual of such benefit.

- 225 **Section 4** **Sick Days or Personal Days**
 226 (a) All Employees will earn one (1) personal day for every four months of employment.
 227 (1) New Employees will have one (1) personal day on their date of hire, and accumulate one
 228 (1) personal day for every four months of employment thereafter.
 229 (b) Personal days must be used within the 12-month period from the time they are earned and
 230 all preceding twelve (12) month periods thereafter.
 231 (c) Personal days can be used in ½ day increments.
 232 (d) All Employees will earn One (1) sick day per month, with a maximum of Ten (10) sick
 233 days per year. A year is defined as the Employees date of hire and the succeeding twelve
 234 (12) months.
 235 (e) Unused sick leave may be accumulated up to a maximum of Thirty (30) days.
 236 (f) Employees must call the Executive Director each morning before 9:00am of their
 237 absences due to being sick. Employees should inform the Director of the status of their
 238 work and provide all information necessary to complete the tasks. If the Director is
 239 unavailable when the Employee calls, the Employee should leave a message and a
 240 telephone number to be reached.
 241 (g) The Employer may require an Employee to furnish a doctor's excuse when an absence is
 242 at least Three (3) days long, and when the Employee has frequent absences, or when a
 243 reasonable person would question whether the Employee was sick.
 244

- 245 **Section 5** **Computation of Vacation/Sick Days/Personal Days**
 246 (a) All vacation/Sick Days/Personal Days will be paid at an employee's regular rate of pay
 247 for full-time Employees.
 248 (b) Part-time Employees will receive pay for vacation/Sick Days/Personal Days, as though
 249 he/she would be working their regular part-time schedule.
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251 **ARTICLE VII**
 252 **SUSPENSION AND DISCHARGE**
 253

- 254 **Section 1.** **Procedure**
 255 (a) The Employer shall be responsible for the issuance of all suspensions, discharges, and
 256 disciplinary actions. A Unit representative shall be notified of such actions as soon as
 257 possible.
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- 260 **Section 2.** **Differences**
 261 (a) Any difference of opinion between the parties as to the facts and/or judgment shall result
 262 in a formal meeting between the parties and if not resolved to the satisfaction of both
 263 parties, it shall be referred to the FMCS as outlined in Step Three of the Grievance
 264 procedure, for a final and binding decision.
 265

266 **ARTICLE VIII**
 267 **MISCELLANEOUS PROVISIONS**
 268

- 269 **Section 1.** **Injured Employees**
 270 (a) If an employee who is injured while working is taken or sent to a doctor or hospital and
 271 returns to work during that shift, said employee will be paid at the Employee's job rate
 272 during said Employee's absence for such purpose. If, however, a returned Employee
 273 elects to go home, the Employee will not be paid for the balance of the shift after going
 274 home, providing that the employer and the appropriate union representative, if available,
 275 confirms with the attending physician that in the physician's judgment the injured
 276 Employee is in a fit condition to continue the shift. An Employee who is unable to return
 277 during that shift as substantiated by the attending doctor following an accident shall be
 278 paid for the balance of the Employee's regular shift at the Employee's rate of pay.

279 (b) If an Employee sustains an injury and it is reported by the end of the shift that day which
280 does not require professional treatment at the time, but on their next shift is determined
281 that professional treatment is necessary, the preceding provision shall apply.
282

283 **Section 2. Safety and Health**

284 (a) The Employer and the Union will cooperate in the continuing objective to eliminate
285 accidents and health hazards. The Employer shall continue to make reasonable
286 provisions for the safety and health of its employees during the hours of their
287 employment.
288 (b) An Employee or group of Employees who believe that they are being required to work
289 under conditions which are unsafe or unhealthy will have the right to:
290 1) File a grievance in the second step of the grievance procedure for preferred handling
291 in such procedure, or
292 2) Relief from the job or jobs, without loss of their right to return to such job or jobs,
293 and at Management's discretion, assignment to such other employment as may be
294 available.
295

296 **Section 3. Copies of the Agreement**

297 (a) Copies of this contract will be furnished to all Employees.
298

299 **Section 4. Insurance**

300 (a) The Employer shall provide to all Full-Time Employees on the 1st of the month following
301 the month that they were hired, at no cost to them Medical, Prescription, Dental, and
302 Vision insurances.
303 (b) Employees who are laid-off, on an approved parental leave of absence, or on an approved
304 leave of absence due to pregnancy will continue to have insurance coverage for the
305 remainder of the month that they were laid off or last worked before a leave of absence,
306 plus one additional month.
307 (c) Employees who give a minimum of two(2) weeks notice of resignation shall carry
308 insurance coverage until the end of the month that such two(2) week notice was given.
309 (d) Insurance coverage will terminate immediately for any reason other than those listed in
310 section (b) and (c) above.
311 (e) The parties hereby agree that any Full-Time Employee who is eligible to receive a Health
312 Care benefit as outlined in the Collective Bargaining Agreement and such Full-Time
313 Employee can provide proof that they have insurance coverage outside of United
314 Community Services for Working Families, will be afforded the opportunity to opt out of
315 said Health Care benefit and will receive a sum of money equal to fifty percent (50%) of
316 the health care premium that is paid by the organization. This benefit will be available for
317 the life of the agreement. Employees who elect to opt out are opting out of all Health
318 Care benefits. It is furthered agreed, that all opt out monies shall be calculated on an
319 annual basis and paid, through normal payroll, every pay period
320

321 **Section 5. Pension**

322 (a) Beginning with the month of November 2006, The EMPLOYER agrees to contribute to
323 the STEELWORKERS PENSION TRUST each calendar month a sum of money equal to
324 3% of gross earnings, for each Covered Employee, and agrees to abide by all terms
325 outlined in the 'incorporation agreement' signed by the parties.
326 (b) Beginning with the month of October 2011, The EMPLOYER agrees to contribute to the
327 STEELWORKERS PENSION TRUST each calendar month a sum of money equal to 4%
328 of gross earnings, for each Covered Employee, and agrees to abide by all terms outlined
329 in the 'incorporation agreement' signed by the parties.
330

331 **Section 6. Discrimination**

332 (a) There shall be no discrimination because of race, color, national origin, sex, religion, and
333 union activity.
334

- 335 **Section 7.** **Bereavement Pay**
336 (a) All employees will be given three (3) days paid leave surrounding the day of the funeral
337 of a member of the immediate family which will be construed to mean spouse, child,
338 father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law,
339 grandchildren, grandparents, and any other person who's relationship with the Employee
340 is so close that the deceased may be considered immediate family.
341 (b) Bereavement pay will be paid at an employee's regular rate of pay for full-time
342 Employees. Part-time Employees will receive pay as though he/she would be working
343 their regular part-time schedule.
344

- 345 **Section 8.** **Jury Duty**
346 (a) An employee who is called for jury duty and serves as juror, or subpoenaed as a witness
347 on a regularly scheduled working day or days, as substantiated by appropriate proof of
348 dates and times served, shall be paid by the Employer for time lost from the employee's
349 scheduled work by reason of such service the difference between the amount received by
350 the employee for such service and the employee's average straight time hourly rate, not
351 exceeding eight (8) hours per day.
352 (b) To be eligible for such payments, the employee must furnish a written statement from the
353 appropriate public official, listing the dates and amount of money received for jury duty.
354 (c) In no case will payment be made for jury duty performed on a voluntary basis.
355

- 356 **Section 9.** **Educational Events**
357 (a) Employees may participate in job-related educational programs provided the Employer
358 authorizes such participation.
359 (b) Employees should specify whether he/she is asking for out-of-pocket expenses when
360 requesting approval to attend an educational program. If so, the Employee will need to
361 follow the expense rules outlined in this Article.
362 (c) Employees attending approved educational programs will be paid their normal salary for
363 time spent at the program. Employees will need to make work schedule adjustments with
364 the Employer.
365

- 366 **Section 10.** **Expenses**
367 (a) Costs incurred by Employees while they are on travel status for the purpose of
368 conducting official business for the Employer are considered business expenses.
369 (b) Local travel involves travel from the office to a place or places and returns that same day.
370 Reimbursement for the use of an automobile will be at the rate in accordance with the
371 Federal guidelines for allowable reimbursement. Mileage charged for local travel must
372 indicate the destination, purpose of trip, and number of miles. Highway, bridge, tunnel
373 tolls, and parking fees are reimbursable when supported by a receipt.
374 (c) Out-of-town travel involves travel from the Employers office to a place or places when it
375 is impossible to return home the same day due to distance. The Employer must authorize
376 out-of-town travel. Airline, railroad or bus tickets purchased for travel must utilize tourist
377 class, coach class, or less than first class respectively. Employees using their own
378 automobile will be paid at in conjunction with the Federal guidelines for allowable
379 reimbursements. If other Employees travel together in a personally owned automobile,
380 only the Employees whose auto it is, will be reimbursed. Current Per Diem rates
381 designated by the GSA will be used to determine reimbursement when traveling out-of-
382 town.
383 (d) Requests for travel advances must be made through the Employer indicating the amount
384 requested, the number of days in travel status, destination, and dates of travel.
385 (e) The Employee makes conference registration after receiving approval from the
386 Employer. Registration fees will be paid prior to the conference; out-of-pocket expenses
387 must be itemized indicating the nature of the fee, accompanied by a receipt. Meals
388 outside the conference are not ordinarily reimbursed except under unusual circumstances.
389 (f) It is the Employee's responsibility when traveling on official business, to exercise the
390 same sound judgment in incurring expenses that a prudent person would exercise if

391 traveling on personal business and expending personal funds. Employees will be
392 responsible for excess costs or additional expenses that you incur simply as a matter of
393 personal preference or convenience.

- 394 (g) When on travel status Employees are expected to call the office on a regular basis.
395

396 **ARTICLE IX**
397 **ADJUSTMENT OF GRIEVANCES**
398

399 **Section 1.** **Purpose**

- 400 (a) The procedural steps for the settlement of grievance set forth represents a general
401 standard which may be modified by agreement between The Employer and the Union to
402 permit a specific procedure best suited for the orderly and expeditious settlement of
403 grievances, provided such modifications are not contrary to the general principles herein
404 established.
405 (b) The procedures under this Article are available to the International Union or the
406 Employer for the presentation and settlement of grievances arising under the terms of the
407 Agreement. Such cases shall be presented under Step Two of the Grievance Procedure.
408

409 **Section 2.** **Procedure**

- 410 (a) Should a difference arise between the Employer and the Union as to the interpretation,
411 application of, or compliance with the provisions of this Agreement, there shall be no
412 interruption or impeding of the work, work stoppages, strikes, or lockouts, on account of
413 such differences. An earnest effort should be made to settle the matter promptly in
414 accordance with the following procedure, except as specific procedure for the handling of
415 specific subjects as provided elsewhere in the Agreement.
416

417 **STEP ONE**

- 418 (a) The first step in processing a grievance is for the aggrieved and/or the Unit
419 Representative to take the matter up with the employer. If the matter is not satisfactorily
420 settled, it shall be reduced to writing on the Investigation Report Form, no later than the
421 following workday and handed to the employer. The employer's answer shall be in
422 writing and returned to the Unit Representative within three (3) days. Failure to do so will
423 resolve the grievance in the favor of the unanswered party. Any extension of these time
424 limits must be by mutual agreement and in writing. Also that the Employer or the Union
425 must then, within five (5) working days from receipt of the Employer's or Union's
426 answer, process the grievance in writing to the next step or advise the Employer or Union
427 of its respective position. Failure to do so will resolve the grievance in favor of the
428 unanswered party.
429

430 **STEP TWO**

- 431 (a) Between an International Union representative, Unit Representatives and any such other
432 member or members as they may deem necessary, and representatives of the Employer
433 who have authority to make final decisions on grievances. The meeting in Step Two
434 shall be held within fifteen (15) working days from the date of receipt of request by either
435 party for such meeting or extended by mutual agreement. Failure by either party to meet
436 within the fifteen (15) working day period after receipt of request shall resolve the
437 grievance against the party who defaults, providing that no more than two second step
438 meetings will be held in any month, except by mutual agreement. If the grievance is not
439 satisfactorily settled at the meeting, the Employer or Union is required to furnish a
440 written answer under this step within five (5) working days after the date of meeting and
441 failure to do so will result in settlement of the grievance in favor of the unanswered party,
442 unless the time is extended by mutual agreement and in writing. Such extension shall not
443 be unreasonably withheld.
444 (b) The Employer or Union must then within ten (10) working days from receipt of the
445 Employer's or Union's answer, process the grievance in writing to the Federal Mediation
446 and Conciliation Services (FMCS) and failure to do so would resolve the grievance in

447 favor the unanswered party, except where such periods are extended by mutual
448 agreement and in writing.

449
450 **STEP THREE**

- 451 (a) Any differences, disputes, claims, or grievance cases arising out of or relating to this
452 Agreement which have not been satisfactorily settled in accordance with the foregoing
453 procedure shall be submitted to FMCS, under the then current rules and guidelines of the
454 FMCS.
- 455 (b) The parties agree to abide by the Award, subject to such regulations as any Federal
456 Agency having jurisdiction may impose. The salary and expenses incident to the services
457 of the FMCS shall be paid jointly and equally by the parties.
- 458 (c) The FMCS shall not have jurisdiction and authority to add to or to detract from or alter in
459 any way the provisions of this Agreement or any written amendments thereto.
- 460 (d) The Award of the FMCS on any matter which shall have been submitted in accordance
461 with the provisions of this Agreement shall be final and binding upon the Employer and
462 the Union.
- 463 (e) When the Awards are made on any matter submitted, the party against whom the Award
464 is rendered shall furnish to the other party within fifteen (15) calendar days after the
465 Award has been made, proof of its intention to comply.

466
467 **Section 3. General Rules**

- 468 (a) The Actual number of members of the Grievance Committee shall be determined by the
469 Union; however, the Employer shall not be required to recognize more than two (2)
470 members at any one meeting of the Employer and Union Grievance Committee. The
471 number of members of the Employer's Grievance Committee shall likewise be limited to
472 two (2) members.
- 473 (b) These representatives shall be afforded time off as may be reasonably required during
474 scheduled work hours to take up any matter pertaining to the settlement of grievances. It
475 is agreed that any Union representative, before leaving a job shall report to the immediate
476 supervisor and if possible arrive at a mutually satisfactory time to leave the job. When
477 leaving such job, said representative shall report out and in to the immediate supervisor
478 and notify said supervisor where said representative is going.
- 479 (c) In no event shall the Employer attempt to settle any dispute or grievance directly with the
480 employee involved, if the first or subsequent steps stipulated above for settlement of
481 difference have not resulted in some settlement satisfactory to the parties.
- 482 (d) The union shall advise the Employer in writing of the names of the employees designated
483 by it to handle affairs of the Union. The Employer likewise shall advise the Union of
484 persons authorized to deal with the Union.
- 485 (e) Grievance cases to receive consideration must be filed within ten (10) calendar days or
486 from acknowledgement of occurrence or reoccurrence unless the employee proves that
487 said employee had no knowledge thereof.
- 488 (f) Where a grievance involves two (2) or more employees the matter may be presented in
489 writing to Step Two.
- 490 (g) All information, material, or records maintained by the parties that may be pertinent to
491 any grievance shall be made available to the properly designated representatives.
- 492 (h) The Employer shall permit, during working hours, reasonable access to pertinent areas, to
493 the grievance committee and International Union representative for the purpose of
494 investigating alleged grievances and in accordance with Section 3(a) above.
- 495 (i) The Grievance Committee members shall be reimbursed for all hours or parts of hours at
496 meetings requested by the Employer. For such meetings, members shall be paid their
497 regular hourly rate. For purposes of answering and processing grievances under this
498 article, the term "working days" shall mean Monday through Friday excluding holidays
499 and/or scheduled shutdown.
- 500 (j) Grievances shall cite the Article, Section and paragraphs of the basic agreement allegedly
501 violated. Either party may modify their position on a grievance during the procedure,

502 except that no such modification will occur prior to either party's submission to
503 arbitration.
504

505 **ARTICLE X**
506 **SENIORITY**
507

508 **Section 1.** **Basis of Seniority**

- 509 (a) Seniority is defined as the length of continuous service with the Employer and shall
510 continue until terminated for reasons as set forth under subsection (b) of this Section.
511 Seniority records shall be maintained and kept current by the Employer and will be made
512 available to the Unit Representatives.
513 (b) Seniority shall be terminated for the following reasons:
514 1) Dismissal for cause.
515 2) Voluntary quitting.
516 3) Continual lay off for period of one (1) year.
517 (c) In recalling employees the Employer shall rely on the last address and phone number
518 shown on the employee's record. Employees who do not receive a certified letter of
519 recall due to failure to advise the Employer of their last address shall be considered as
520 voluntarily quitting the employ of the Employer.
521

522 **Section 2.** **Unpaid Leaves of Absence**

- 523 (a) Upon written request, the Employer may grant an employee leave of absence for good
524 and sufficient cause for periods not to exceed ninety- (90) calendar days provided such
525 leaves of absence would not in any way be detrimental to the Employer.
526 (b) Any member of the Union, who is an employee of the Employer, shall be given upon the
527 request of the International Union, a leave of absence not to exceed two (2) years as a
528 result of being elected or appointed to a full or part time position in the International
529 Union of a federated union body with the provision that such leave shall not constitute a
530 break in the employee's record of continuous service.
531 (c) Employees who are granted a leave of absence for any reason shall not have their
532 seniority interrupted by such leave of absence but there shall be, during such time, no
533 credit of any hours worked or pays received for the purpose of calculating overtime,
534 vacation pays, or other benefits. In no event shall an employee be given a leave of
535 absence for the purpose of taking employment elsewhere, except by mutual agreement.
536 (d) As soon as possible after pregnancy is confirmed such employee must provide to the
537 Employer a written statement by her physician. Such statement must indicate the date on
538 which she is expected to deliver, and the date on which it is expected she will no longer
539 be physically able to perform her duties. Additionally such statement shall include
540 certification that she is able to effectively perform her work without risking her health or
541 that of the unborn child. Female employees are required to return to work when the
542 physician certifies such employee is physically able and capable of working.
543 (e) Employees who become parents through childbirth, formal adoption, or placement of a
544 child with an Employee for foster care shall be granted unpaid parental leave upon
545 request. Parental leave shall begin whenever the Employee requests and may be used
546 prior to the date of custody or placement when such is required for adoption or placement
547 to proceed. No unpaid parental leave shall be granted beyond one (1) year from the date
548 of birth, assuming custody of an adopted child, or of placement of a foster child.
549

550 **ARTICLE XI**
551 **LAYOFF/RECALL**
552

553 **Section 1.** When an Employee is laid-off do to a non-renewal of a grant, all efforts will be made to
554 have said employee fill another vacancy.

- 555 (a) For an Employee to be eligible to fill a vacancy they must re-interview for said position,
556 and also possess such credentials and skills as may be necessary.
557 (b) The effected Employee must agree to all the terms as outlined in the new position.

558 (c) Employees will be considered for any new vacancies for a period of twelve (12) months;
559 in which if an Employee is recalled to a new position they will not suffer any break in
560 their accumulation of seniority.

561
562 **ARTICLE XII**
563 **MANAGEMENT'S RIGHTS**
564

565 **Section 1.** Management's sole rights shall include, but not limited to:
566 (a) The right to hire and to maintain order and efficiency.
567 (b) The right to promote, and the right to discipline for just cause.
568

569 **Section 2.**
570 (a) The above provisions shall not be used in any manner so as to discriminate against any
571 employee because of their membership in the Union, and further provided, such right is
572 not used in any manner which may conflict with any of the terms or provisions of this
573 Agreement, and if so be subject to the Grievance Procedure, Article IX.
574

575 **ARTICLE XIII**
576 **TERMINATION**
577

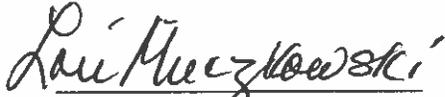
578 **Section 1.**
579 (a) This Agreement signed this 19th day of October 2015 shall remain in effect until 21
580 October 2018. The parties shall meet after 01 September 2018 to negotiate with respect
581 to such matters.
582 (b) If the parties shall not agree with respect to such matters by 11:00 P.M. of 21 October
583 2018, either party may thereafter resort to strike or lockout, as the case may be, in support
584 of its position in respect of such matters.
585 (c) It is agreed that the actual termination of said agreement shall be 11:00 P.M. on the
586 Saturday closest to the expiration date.
587 (d) Any notice to be given under this Agreement shall be given by certified mail and
588 addressed to the respective parties at the last address known.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their proper representatives thereunto duly authorized, the day and year first written above.

UNITED COMMUNITY SERVICES
FOR WORKING FAMILIES



Ashley Chambers - Executive Director



Lori Mieczkowski - President

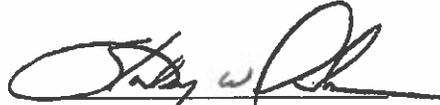


Robert Shinn - Secretary Treasurer

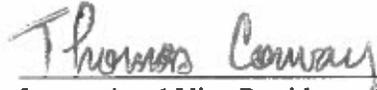
UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION AFL
6996-29



Leo W. Gerard
International President



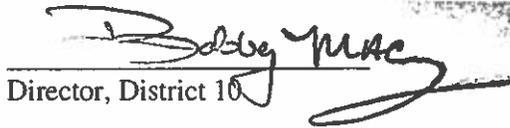
International Secretary/Treasurer



Thomas Conway
International Vice President - Administration



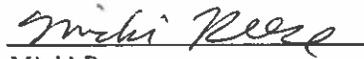
Frederick D. Rehman
International Vice President - Human Affairs



Bobby Mac
Director, District 10



Jack Costa
Staff Representative



Micki Reese
USW 6996 Negotiating Committee

10/10/10

SAVANNAH

10/10/10

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