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# AGREEMENT

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*Between*

**MILTON HERSHEY SCHOOL**

*and*

**BAKERY, CONFECTIONERY,  
TOBACCO WORKERS & GRAIN  
MILLERS INTERNATIONAL LOCAL  
UNION 464**

*for*

**HOUSEPARENTS**

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*Effective:*

*August 1, 2013 – July 31, 2018*



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**AND**

**BAKERY, CONFECTIONERY, TOBACCO WORKERS & GRAIN  
MILLERS INTERNATIONAL LOCAL UNION 464  
FOR HOUSEPARENTS**

**ARTICLE I:  
PREAMBLE AND TERMS OF AGREEMENT**

1.1 **Statement of Intent.** WHEREAS, the Milton Hershey School (“the School”) and the Bakery, Confectionery, Tobacco Workers & Grain Millers International Local Union 464 (Houseparents) (“the Union”) pledge that they will meet and address their responsibilities to each other with reason and cooperation so as to avoid confrontation and conflict, and in the performance of these responsibilities by both parties to this Agreement, the School and the Union do hereby agree to and with each other, in good faith as to the following:

1.2 **Term.** This Agreement shall become effective August 1, 2013 unless otherwise specified within this Agreement or otherwise mutually agreed to by the Union and the School and shall have a term of five (5) years until July 31, 2018. Either party may initiate negotiations over the terms of a successor agreement by written notification to the other party provided at least sixty (60) days prior to the expiration of this Agreement. If no such notification is submitted, then this Agreement and all of its terms and conditions shall continue and remain in full force and effect on a year to year basis unless and until timely notice is given as provided herein.

1.3 **Signatories.** The parties to this agreement are the Milton Hershey School (“the School”) and the Bakery, Confectionery, Tobacco Workers & Grain Millers International Local Union 464 (Houseparents) (“the Union”). In witness whereof, the Union has caused this Agreement to be signed by its full time officer and negotiating committee and the School has caused this Agreement to be signed by its Senior Vice President/Chief Operating Officer.

1.4 **Captions.** The parties to this Agreement have added captions to aid the reader. These captions shall not be considered to have limited or otherwise modified the language or intent of this Agreement.

1.5 **Distribution of Agreement.** This Agreement shall be printed within thirty (30) days after the Agreement is signed and ratified. The parties shall share equally in the cost of printing and jointly determine its format. The Union shall provide copies of the Agreement to all current houseparents and to any new houseparents hired or transferred into the bargaining unit.

**ARTICLE II: GENERAL CLAUSES**

2.1 **Recognition.** The School recognizes the Union as the exclusive collective bargaining representative for all full-time houseparents, flex houseparents, relief houseparents, and emergency relief houseparents employed by the School at the School’s Hershey, Pennsylvania facility, as certified by the National Labor Relations Board in certification order Case No. 4-RC-18213, including all amendments thereto, regarding wages, hours and other terms and conditions of employment. The School also recognizes the Union as the exclusive bargaining representative

for all transitional living assistants and flex transitional living assistants. All other School employees, including but not limited to, officers, managers, supervisors, trainers, administrators, teachers, healthcare personnel, clerical, operations, and safety and security employees, are excluded from the bargaining unit. However, those employees may work as relief or emergency relief houseparents. Executive, managerial, supervisory, administrative, and safety and security personnel who work as relief or emergency relief houseparents will not be required to pay union dues or fees. Subject to the provision of Section 2.2, new employee classifications which may be within the scope of the certification order will be included with the employees covered by this Agreement only upon written mutual agreement by the parties signed by both the Senior Vice President/Chief Operating Officer, and a full-time officer of the Union.

2.2 **Unit Defined.** Work customarily performed by bargaining unit employees shall be performed by bargaining unit employees, except as set forth herein and in Section 2.1, Recognition. In the event the School creates a classification to perform duties customarily performed by bargaining unit employees and the classification is deemed to be part of the bargaining unit, the parties shall negotiate appropriate terms and conditions. The School may use non-bargaining unit members (e.g., managers, supervisors and administrative staff) to supplement bargaining unit members when necessary to maintain needed levels of student supervision or for training, problem-solving or instructional purposes and in emergencies and other exigent circumstances.

2.3 **Duties and Certifications.** The School is operating a residential school under an educational, residential and operations plan which may change in educational and residential models, theories, priorities and operational needs. The School has established a certification program for all full-time houseparents. In order to remain employed, all full-time houseparents must achieve certification no sooner than the end of the first year of employment but no later than one (1) year after assignment to a student home.

The School has the right to make changes in bargaining unit employee duties and the Certification Program, so long as they do not conflict with the terms of this Agreement. The School shall provide reasonable notice to the Union of any such changes before they are implemented. In the event such changes are substantially different from the essential functions established in the bargaining unit position job description (PAQ), the School agrees to provide such training, materials and equipment as are necessary to assist bargaining unit members in implementing such changes. Bargaining unit members who are unable to perform the essential functions of their position, as it changes from time to time, shall be granted a reasonable period of time, not to exceed sixty (60) days, to identify alternate employment opportunities at the School for which they may be qualified.

In the event changes in the essential functions established in the bargaining unit position job description (PAQ) result in the addition of new bargaining unit duties or the transfer of duties from one bargaining unit member to another, then the following procedure shall be utilized; provided such new or transferred duties constitute a substantial, material and significant change in their customary duties, as outlined in the PAQ.

- A. The Branch President shall be notified in advance of any such changes and be given an opportunity to review and discuss the changes and any wage increases that may be warranted.
- B. In the event no agreement is reached, the issue shall be referred to a Joint Labor-Management Committee in an attempt to reach an agreement on any additional compensation that may be warranted.
- C. In the event no agreement is reached, then the question of additional compensation shall be referred to final and binding arbitration, pursuant to Article 9.1 of this Agreement.

2.4 **Severability.** The provisions of this Agreement are severable, and the illegality or invalidity of any provision shall not affect the validity of any other provision. Further, and to the extent that any provision of this Agreement is found by a court of competent jurisdiction or an appropriate government agency to conflict with any state or federal law or regulation, then such provision, if possible, shall be construed to conform to such law or regulation while effective. If not possible or if the provision at issue is otherwise held to be unlawful, the parties agree that this Agreement shall be reopened to negotiate appropriate modifications to remediate or replace the provision at issue.

The parties agree that, during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands regarding any subject not prohibited by law from collective bargaining, and that all the agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement replaces any agreements previously made by the parties and contains the entire agreement between the parties as of the date it was executed by the signatories. No agreement which conflicts with or is inconsistent with any of the terms or conditions contained in this Agreement shall be made with any employee or group of employees in the bargaining unit covered by this Agreement unless it has been agreed to in writing by the Union and signed by a full-time officer and also signed by the Senior Vice President/Chief Operating Officer, or designee.

### **ARTICLE III: MANAGEMENT RIGHTS**

3.1 **Management Rights.** Subject to the terms of this Agreement, the management of the School and the direction of its employees are vested with the School. This includes, but is not limited to, such inherent management rights as the right to establish new or innovative programs and housing models; the right to develop and implement performance standards and conduct rules; the right to organize or reorganize a department or function; the right to introduce new or improved facilities or equipment; the right to determine the number and location of its facilities; the right to determine whether the whole or any part of its operations shall continue to operate; and the right to determine, re-determine, assign and re-assign job content, duties and responsibilities among and between bargaining unit members. Such rights shall not be exercised in a manner that conflicts with or violates this Agreement.

### **ARTICLE IV: UNION MEMBERSHIP**

4.1 **Maintenance of Membership.** All bargaining unit employees shall remain members in good standing of the Union or otherwise pay the agency fee as set forth by the Union as a term and condition of continued employment. Bargaining unit employees, who are hired after the effective date of this Agreement, must become members of the Union or otherwise pay the agency fee as set forth by the Union after a period of thirty (30) days from the date of hire.

4.2 **Probationary Period.** The probationary period for all bargaining unit employees hired after the date of this Agreement shall be one (1) year from the date of hire. The purpose of this extended probationary period is to allow the probationary employee and his/her supervisor time to evaluate the employee's progress through the Certification and orientation programs. A probationary employee is subject to discipline or discharge at the discretion of management, and any such discipline or discharge is not subject to grievance-arbitration. Probationary employees shall have all other rights and remedies available to bargaining unit members as set forth in this Agreement.

4.3 **Dues Collection.** The School shall deduct from the wages of bargaining unit employees dues, fees and assessments in such amounts as determined by the Union. The School shall be obligated to make such deductions only with regard to bargaining unit employees who have signed written, payroll deduction authorization cards which comply with the requirements of the National Labor Relations Act. In order to facilitate the payment of union dues, fees and assessments, the School shall permit the Union to distribute dues authorization cards through the internal School mail system.

The School is not responsible for the dues or fees set by the Union. The School is only responsible for collecting and transmitting the dues and fees as notified by the Union. The Union shall indemnify, defend and hold harmless the School for any losses or claims relating to dues or fees or the failure to pay dues or fees, so long as the School complies with the Union’s withholding directions in good faith.

4.4 **Membership Reporting.** The School shall provide the Union with a list of all bargaining unit employees, including their date of hire, job classification, School address and home address. On a monthly basis, the School shall provide the Union with an updated list reflecting any change in status of a current bargaining unit employee and setting forth the above information for all new hires.

**ARTICLE V: NO STRIKE CLAUSE**

5.1 **Strikes and Picketing.** During the term of this Agreement, the Union agrees that it will not engage in any strike, walkout, slowdown, concerted refusals to work, picketing, sympathy strikes or any other concerted interruption of the School’s operations. The School agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

**ARTICLE VI: WORK SCHEDULE**

Except as otherwise set forth herein, or as modified by the flex houseparents Position Audit Questionnaire (PAQ), the paragraphs under Article VI – Work Schedule apply to all full-time houseparents and flex houseparents.

6.1 **Personal Days.**

Each full-time houseparent, flex houseparent, transitional living assistant and flex transitional living assistant may have up to five (5) Personal Days per School year (August 1<sup>st</sup> through July 31<sup>st</sup>). New employees’ Personal Days will be prorated in accordance with the following schedule:

Hire date June 1 thru August 31	5 days
Hire date Sept. 1 thru December 31	3 days
Hire date after December 31	1 day

Individual Personal Days are subject to proper notification to and approval by the houseparent or transitional living assistant’s supervisor. Joint Personal Days taken together must be requested in writing to the employees’ immediate supervisor at least ten (10) business days prior to the date requested. All authorizations for exceptions due to exigent circumstances should be directed to the houseparents’ or transitional living assistant’s immediate supervisor.

Personal Days may not be taken during the first 90 days of employment. Houseparents may not take Personal Days on enrollment days, if their student home is receiving new students. Joint Personal Days generally may not be taken on blocked days, however, a request for a joint

Personal Day on a blocked day will be considered, based on circumstances and availability of coverage.

All remaining individual Personal Days must be taken prior to, or in conjunction with, any approved FMLA leave.

A Personal Day for a houseparent is defined as a 24-hour, unscheduled period during which the houseparent's spouse provides coverage for the student home and no additional coverage is required. A Personal Day for a transitional living assistant is defined as a 24 hour period. Personal Days may be taken any day of the week and may be taken consecutively or individually, subject to supervisor notification and approval, which shall not be unreasonably denied.

A houseparent may give up to three (3) of his/her Personal Days per year to his/her spouse. In addition, a houseparent couple may take up to three (3) of their Personal Days together with the approval of their immediate supervisor. A Personal Day taken together as a couple is defined as a twenty-four hour block of time from 2:00 pm to 2:00 pm.

Houseparents are responsible for all materials and/or information missed if Personal Days correspond with mandatory meetings or training. Employees may not carry over unused Personal Days from year to year and unused days shall be forfeited.

6.2 **Flex Days.** These provisions shall apply only to full-time houseparents who have been assigned to student homes and to flex houseparents who have served the School as houseparents for two years. For the purposes of this article, the term "year" shall refer to a full calendar year in the position on August 1.

Houseparents and flex houseparents (who have served the School for two years as houseparents) shall receive flex days in accordance with their tenure with the School as follows:

Six months to under one year:	2 days
One year to under five years:	7 days
Five years to under ten years:	10 days
Ten years to under fifteen years:	12 days
Fifteen years to under twenty years:	14 days
Twenty years and over:	18 days

Flex days shall be bid by seniority within each Division based on available days as set by the School. Coverage for flex days shall be provided by the School. Flex days can be used individually, consecutively or in conjunction with other days off duty, in accordance with the flex day calendar provided by the School. Flex days are provided at the beginning of each school year, and may not be accrued. Unused days shall be forfeited.

All flex days are a twenty-four (24) hour period from 2:00 pm until 2:00 pm during the academic school year. Summer weeks in blocks of seven days will be available for bidding from 9:00 am or 10:00 am Saturday to 9:00 am or 10:00 am Saturday. The School determines how many slots are allotted in each division for each summer week for flex bidding based on the needs of each division. Flex days which employees elect to take in the summer must be taken in blocks of seven days adjacent to the three weeks they are not working. Holiday breaks will be available for flex bidding and the blocks will be the actual number of days for each portion of each break. The School determines how many slots are allotted in each division for each holiday break for flex bidding based on the need of each division.

A calendar will be prepared and distributed by June 15 for the following school year. All flex bidding will be completed in August of each year, not later than the end of Week 8 of YRE, provided, however, that bidding on flex days will occur only after bidding on summer breaks and holiday breaks has been completed. If a houseparent decides not to bid for all his/her flex days during the bidding process, the remaining flex days will be granted on a first come-first serve basis, subject to availability of coverage and approval by the houseparents' immediate supervisor.

Houseparents are responsible for all materials and/or information missed if flex days correspond with mandatory meetings or training. Houseparents may not take flex days on enrollment days, if their student home is receiving new students.

6.3 **Breaks.** Holiday and summer breaks will be bid by division by seniority. All houseparents, flex houseparents, quad flex houseparents, transitional living assistants and transitional living flex will work one portion of a break. Breaks include Thanksgiving 1 or 2, Christmas 1 or 2 and Easter 1 or 2.

Houseparents and TLAs (including flex positions) shall receive summer breaks in accordance with their tenure with the School as follows:

Employed after December 31 but prior to April 1: 2 weeks

Employed by December 31: 3 weeks.

Houseparents and transitional living assistants may choose to work additional breaks with mutual agreement of the houseparents and transitional living assistants involved and the School. Typically, no houseparent will be required to work more than one scheduled break during any given school year.

To ensure there are enough student homes and transitional living buildings open during all breaks, the following process will be followed:

- A. The School will seek houseparent and transitional living assistant volunteers from all full-time houseparents and transitional living assistants, including flex houseparents and flex transitional living assistants, to work their own student homes or transitional living buildings or a home or transitional living building within their gender and Division assignment, during a time that they would normally be on break. If not enough houseparents or transitional living assistants volunteer to work, the least senior houseparents or transitional living assistants in the designated gender and Division assignment (including flex houseparents and flex transitional living assistants), not already assigned to work the identified break, will be required to open their home or transitional living building or serve in another student home or transitional living building. If last minute or mid-break coverage is needed, the School will follow this process in seeking volunteers before requiring the least senior, available houseparents or transitional living assistant to provide coverage, or the School will utilize homes or transitional living buildings not scheduled to house students for the necessary time period.
- B. Specialty housing may be designed for breaks to house groups of students involved in one program, for ease of transportation or specific programmatic goals. Specialty housing may be staffed by houseparents (including relief and flex houseparents) or other School personnel leading a specific program. If relief or flex houseparents or other School personnel will be caring for these students, a student home may be commandeered for this purpose.
- C. The School will award these opportunities for additional work by seniority, within the designated gender and Division assignments. Typically, no houseparents, flex houseparents, transitional living assistants or flex transitional living assistants will be required to work more than one (1) additional break during the school year. Such additional break assignments will be made in one (1) week increments during the summer break.
- D. The School agrees to pay houseparents, flex houseparents, transitional living assistants and flex transitional living assistants who volunteer at 1.5 times their regular daily rate of pay when providing coverage during breaks other than their assigned break; houseparents who are “forced” to work an additional break will be paid two (2) times their regular daily rate of pay.

All houseparents, flex houseparents, transitional living assistants and flex transitional living assistants will be required to remain on duty until 10 a.m. of the day students are scheduled to transfer to their break home. In addition, all houseparents and transitional living assistants will return to duty no later than 9 a.m. on the day all students are scheduled to return from break. This coverage would be deemed part of a houseparents or transitional living assistants' regular schedule and would not be eligible for additional remuneration. Emergency/exigent circumstances, weather related travel delays and acts of God may also require full time houseparents, flex houseparents, and transitional living assistants and flex transitional living assistants to work additional hours during the Christmas break. If the School requires such employees to provide this additional emergency coverage, remuneration will be provided at the Emergency Weekday/Weekend Coverage rate of 1x daily rate, per day.

6.4 **On/Off Duty Time.** Houseparent couples shall work twelve (12) consecutive days with alternating weekends off duty, or twelve (12) consecutive days with three days off, or other alternative schedules. Regularly scheduled days off duty for houseparents shall not be unilaterally changed, except in exigent circumstances. After consultation and negotiation with the Union, alternative schedules and staffing patterns other than the 12-2 and 12-3 schedules may be implemented.

A forty percent (40%) cap will be in effect on the number of student homes assigned to the 12-3 schedule if couples hired prior to September 1, 2007 are on the 12-3 schedule. By the end of the second year of this contract, the Union and the School will discuss and negotiate an additional alternate schedule. If an additional alternate schedule cannot be agreed upon, the 12-3 cap may increase by ten percent (10%) each year for the remainder of the term of the contract. Any houseparent couple hired after September 1, 2007 who is assigned to the 12-3 schedule shall have the right to request a schedule change after 3 years or may earlier invoke Article 7.2 for a division or gender change, based upon operational needs and student home availability. Any houseparent couple hired prior to September 1, 2007 who currently is assigned to the 12-3 schedule (or who subsequently volunteer for assignment to the 12-3 schedule) may request a transfer out of the 12-3 schedule and such transfer shall occur as soon as administratively possible after the date of the transfer request based upon the operational needs and student home availability. No houseparent couple hired prior to September 1, 2007 shall be forced to work the 12-3 schedule or any alternative schedule, providing the operational needs of the School are met and any assignments shall be filled by inverse seniority by division.

Houseparents serving in the 12-3 quad-flex role will be considered "assigned" to the quad, and receive flex days, personal days and evenings out in accordance with their tenure with the School similar to full time houseparents who are assigned to a student home.

Relief houseparents shall be given a fixed schedule of weekends on and off duty which shall be published on an annual basis. Relief houseparents shall work from 6:00 p.m. on Friday until 9:30 p.m. on Sunday, for a total of 36 hours of paid, scheduled time with 8 hours of unpaid, unscheduled, sleep time provided for both Friday and Saturday night. Any designated sleep-time that is interrupted in order to fulfill the duties and responsibilities of the position shall be recorded as paid time. At the end of the weekend, each relief houseparent is responsible for recording their time through the School's Payroll System.

Full-time houseparents shall be required to return to duty no later than 9:15 p.m. Sunday night in order to provide for debriefing with the relief houseparents. If a houseparent and relief houseparent working unit desire to trade weekend duties, they may do so; provided, both parties agree and their immediate supervisor approves. If the School cancels a normally scheduled weekend for a relief or emergency relief houseparents, the relief or emergency relief houseparent shall be paid his/her normal weekend pay.

Full-time houseparents will be required to work on enrollment days when their student home is receiving new students. Full-time houseparents who would otherwise be scheduled off on Graduation Weekend may be required to work only on Graduation Sunday from 9:00 a.m. to

9:15 p.m. provided, further, that houseparents required to work shall have the options to switch weekends off with relief houseparents upon their mutual agreement.

The transitional living schedule will continue as stated in the Memorandum of Understanding (MOU) pilot (October, 2011) and provided further the transitional living assistant and the flex transitional living assistant will work a varied schedule during Commencement week and in the week following Commencement consistent with existing practice. All other provisions of the parties' MOUs dated December 2, 2006 and December 11, 2008 shall continue in full force and effect.

Houseparents may be required to take students assigned to their student home on a five (5) day student home vacation experience.

Year-round experience programming will start no later than 9 a.m. and end no earlier than 3 p.m. during the summer weeks identified as non-mandatory attendance for MHS students.

6.5 **Long Weekends.** A minimum of three (3) long weekends per semester will be provided, beginning at the start of school for that Division on Friday and ending no later than 9:15 p.m. on Sunday. Paired houseparents will cover these additional, unscheduled hours on Friday. Houseparents shall have the option to provide coverage by combining paired homes or splitting houseparents between paired homes subject to the approval of their supervisor which shall not be unreasonably denied. Houseparents will be responsible for making all coverage arrangements and for notifying their supervisor of their absence. Additional long weekends, if requested, will not be unreasonably denied; provided, the paired houseparents agree to cover the student home. For houseparents without a paired couple, the School shall provide coverage only for the three (3) long weekends provided herein.

6.6 **Trainings and Meetings.** The School recognizes the importance of unscheduled time during the School day (8:30 a.m. – 2:00 p.m.) according to the current Scholastic schedule. Except for the Pre-Service Training/Orientation Program and CPR/First Aid Training, any mandatory training will be scheduled on Wednesday mornings from 8:30-11:00 a.m. Other necessary meetings and activities during the school day shall be scheduled on Mondays. The School will provide seven (7) days notice of other necessary meetings and activities during the school day, however, under exigent circumstances; the School may schedule additional mandatory training or additional meetings for child or sponsor related issues on days other than Wednesday or Monday. Whenever possible, all other meetings that require houseparent attendance will be scheduled during houseparents' scheduled time.

6.7 **Child Care.** When houseparents are in mandatory pre-service training/orientation, the School shall reimburse the houseparent couple an amount not to exceed \$5.00 per hour/per family for dependent children ten (10) years old and under or disabled dependent children. A child care provider must be over the age of 18 to be eligible for the reimbursement, and houseparent must provide a signed voucher or receipt validating the expense to the Associate Director of Home Life Orientation and Training for reimbursement. Houseparents will be reimbursed for the childcare during the time of the training plus ½ hour before and ½ hour after to allow for travel to and from the session.

6.8 **Evening Out.** Each houseparent and flex houseparent shall be given a five (5) hour break in duty from 6 p.m. to 11 p.m. one (1) evening per week during the year, with prior notification to his/her immediate supervisor. There are circumstances, including during an employees probation period that prior approval will be required. During an evening out it is understood that the houseparent spouse provides coverage for the student home and no additional coverage is required. Each houseparent and flex houseparent spouse shall have the right to give their weekly evening out to their spouse with notice to their Home Life Administrator. Evenings

out may be used any day of the week, Monday through Sunday, with notification to the employees' supervisor.

6.9 **Work Schedule Changes.** Personal circumstances may arise which require an adjustment of hours. Houseparents may adjust their schedules with advance approval of their immediate supervisor.

6.10 **Weekends Off-Duty.** The School will provide relief coverage for houseparents on the weekends they are scheduled off-duty. Houseparents are not required to stay at the School on their scheduled weekends off-duty, except in exigent circumstances, such as those which would result in leaving students unsupervised because no qualified person is available to provide relief. If houseparents are required to work on an off-duty weekend, the houseparents shall receive additional compensation at two (2) times their regular daily rate for 2 ½ days. With Supervisor's approval, houseparents may opt to switch weekends and have the following weekend off provided the School can obtain coverage. If the houseparents opt to switch for a subsequent weekend off, they will not be paid additional compensation. The School shall also reimburse the houseparents for any reasonable out-of-pocket expenses which were incurred in anticipation of the weekend off-duty. The School shall not be responsible for such expenses if relief coverage was unavailable due to an act of God or if the relief houseparents failed to advise the School by 1:00 p.m. on Thursday that he/she was unable to provide the scheduled coverage.

The School shall compensate houseparents for emergency weekend coverage as follows:

Emergency Weekend Coverage#	1 x daily rate, per day ( <i>called back to duty</i> )
Full Weekend	2 x daily rate, per day
Friday Night Only	2 x daily rate

#Payment will be provided in the paycheck following the event.

6.11 **Emergency/Exigent Circumstances.** If the School closes a school or approves an early dismissal for emergency/exigent circumstances, other than weather-related closings or acts of God, the School shall compensate houseparents as follows:

Pre-Noon Closure*	1/2 x daily rate, per day, subject to make-up schedule
Post-Noon Closure*	1/4 x daily rate, per day, subject to make-up schedule
Emergency Weekday Coverage#	1 x daily rate, per day

\*Final payment will be determined and delivered during the month of June.

#Payment will be provided in the paycheck following the event.

6.12 **Additional Duties.** Houseparents shall provide leadership/assistance during their unscheduled time to a Division-specific, approved activity which may involve students that do not reside within their home. Additional duty activity assignments will be made according to division, qualifications and seniority, with the exception of co-curricular activities. Typically, the additional duties assigned will not require more than 60 hours of direct contact time with students per houseparent couple during houseparents' unscheduled times. The School has the right to waive this requirement, in part or in total, with duties that may occur during a houseparent's scheduled time. The School and the Union, through Joint-Labor Management Committee, will meet each year to review the requirements of this provision.

6.13 **Summer Choice Days.** Transitional living assistants and flex transitional living assistants with one or more years of service shall be entitled to two Summer Choice days. Transitional living assistants and flex transitional living assistants with less than one year of service shall be entitled to one Summer Choice day. A Summer Choice day is a 24 hour period from 3:00 pm to 3:00 pm, taken during the summer, subject to supervisor approval, which shall not be unreasonably denied.

## **ARTICLE VII: SENIORITY**

7.1 **Definition.** Separate seniority lists shall be kept for full-time houseparents and relief houseparents. Classification seniority shall be based on length of service within the classification, which is defined as a position within the bargaining unit, e.g. houseparents, relief houseparents, flex houseparents, and any other positions covered by this Agreement. Bargaining unit seniority shall also be accorded employees based on length of service within the bargaining unit. In the event of a tie, length of service with the School shall be used as the tiebreaker. If a tie still exists, then the employee with the lowest employee number shall have greater seniority. Houseparents shall have seniority as a couple. In the event that the individual employees in the houseparent couple would otherwise have different seniority rankings, the higher of the two seniority rankings will prevail for the couple.

7.2 **Management Right of Assignment.** The School shall have the right to open or close student homes to meet the needs of the School and its students. Accordingly, the School may place houseparents into any unassigned student home, both within their Division and gender assignment and not within their Division and gender assignment, in order to meet student needs and changes in enrollment, to address performance or conduct issues or for any other legitimate business purpose. Houseparents will not be arbitrarily reassigned.

Houseparents who desire a change in their Division or gender assignment may request a change by contacting the appropriate Home Life Director. Such requests are subject to availability, agreement of the houseparent couple, and School approval.

The School shall have the right to promote flex houseparents to full time houseparents and place them in an unassigned student home where their qualifications are best utilized.

7.3 **Workforce Reduction.** If it is necessary to reduce the number of student homes or otherwise reduce the number of positions in the bargaining unit, reductions in the work force shall be made by classification on the basis of strict inverse seniority within Division and gender assignment.

- A. The houseparent couple(s) whose position(s) has/have been eliminated shall have the right to displace the least senior houseparent couple(s) in the same Division and gender assignment, in a position, the functions of which the houseparent couple(s) has/have the qualifications to perform.
- B. The least senior houseparent couple(s) subject to layoff shall have the right, at their option, to displace the least senior flex houseparents in their Division and gender assignment, in a position, the functions of which they have the qualifications to perform.
- C. Flex houseparent couple(s) subject to layoff shall have the right to displace the least senior relief houseparent couple in their Division and gender assignment, in a position, the functions of which they have the qualifications to perform.
- D. Relief houseparent couple(s) subject to layoff shall have the right to displace the least senior relief houseparent couple in their Division and gender assignment, in a position, the functions of which they have the qualifications to perform.

- E. Employees who exercise rights under this paragraph shall retain their seniority within their classification. Employees laid off shall retain their seniority, both classification and bargaining unit, for a period of two (2) years.
- F. Employees shall be recalled from layoff based on their classification seniority within their Division and gender assignment, so long as they have maintained their qualifications to perform the functions of the job. Employees shall presumptively be qualified for recall to the same classification, gender assignment and Division from which they were laid off.
- G. Full-time houseparents assigned to a student home who are subject to lay off may make application to another division for consideration of assignment to an unassigned student home.

7.4 **Promotions and Transfers.**

Promotions – Flex and relief houseparents shall be given the opportunity to apply for houseparent openings.

Transfers - Employees who transfer out of the bargaining unit to another position within the School shall have the right, for a period of two (2) years, to return to the first available bargaining unit position in their Division and gender assignment for which they are qualified. No employee shall receive seniority credit under this Agreement for time spent outside the bargaining unit beyond two (2) years. Only one (1) member of the houseparent couple needs to remain employed at the School to qualify for transfer rights under this provision. However, each spouse's salary shall be determined by the number of years in service as a Milton Hershey School houseparent with credit for other relevant experience as determined by the Vice President, Human Resources.

7.5 **Special Duties.** Except for positions for which the School has right of assignment, Home Life shall post opportunities for earning extra pay for the performance of special duties. These postings shall identify the duties and pay. Vacant positions shall be awarded to the applicants who are most qualified, taking into consideration seniority, to perform the job, as determined by Home Life.

7.6 **Termination of Seniority Rights.** All seniority rights under this Agreement are terminated upon the following:

1. Termination from employment with the School, including discharge, for any reason, resignation or retirement.
2. Layoff for a period in excess of two (2) years.
3. Failure to respond to a request for return from layoff within five (5) days after notice of recall is received by certified mail provided that the recalled employee has up to two (2) weeks to return to active employment with the School after receiving his/her recall notice; and
4. Three (3) consecutive days of absence without notice to the School.

## **ARTICLE VIII: RULES AND DISCIPLINE**

8.1 **Rules of Conduct.** The School shall have the right to establish and amend rules governing the conduct of employees; provided such rules are reasonable and are not in violation of nor conflict with the terms of this Agreement. The School shall provide a copy of all such rules and amendments to the Union and provide access to all such rules and amendments to the employees in the bargaining unit during their scheduled work time.

8.2 **Administrative Policies.** All full-time and relief houseparents shall be provided with access to the School’s Employee Handbook and other materials addressing the performance of their job duties during scheduled time. Bargaining unit employees are responsible for knowing and complying with all policies contained within the School’s Employee Handbook and other policies governing their conduct or the performance of their job duties, as they are amended and communicated to the workforce. In the event of a conflict or inconsistency between this Agreement and the School’s Employee Handbook or Administrative Policies (including Administrative Reference Manual), this Agreement shall govern.

8.3 **Discipline.**

- A. **Just Cause.** Bargaining unit members may be disciplined for just cause only. Discipline shall be progressive in nature and corrective in intent, except for those infractions for which termination may be appropriate under the just cause standard.
- B. **Written Notice.** The School will provide affected employee(s) with notice of any infraction and discipline within thirty (30) calendar days of the knowledge of the incident. The School and the Union agree to waive the time limits in this process during the employee’s break periods. Extensions to this provision will not be unreasonably denied by the Union.
- C. **Record Retention.** Copies of all forms of discipline shall be forwarded to the School’s Human Resources Department for retention in the employee’s personnel file in accordance with the School’s records retention policies. Notwithstanding the above, no discipline shall be considered for purposes of progressive discipline or discharge (and such discipline shall not be admissible in any arbitration proceeding) after 24 months from the date of the discipline provided the employee has not engaged in a similar offense during that period. If an employee engages in a similar offense during such 24 month period, then a new 24 month period shall commence as of the date the similar (subsequent) offense occurred. If the employee is not disciplined for an additional similar offense during this new 24 month period, then all similar discipline shall be subject to the restrictions herein. Discipline based on a violation of the health and safety policies and procedures applicable to students, staff and others, workplace violence or threats of violence or the School’s anti-harassment or weapons policies shall be excluded from the above limitations provided that the Corrective Action Notice clearly states and specifies that the offense falls within one of these categories.

**ARTICLE IX: GRIEVANCE AND ARBITRATION**

9.1 **Grievance and Arbitration Procedure.**

- A. **Definition.** “Grievance” is defined as any dispute arising out of the terms and conditions of this Agreement, including, but not limited to, the discipline or discharge of any non-probationary member of the bargaining unit. The School and the Union also agree that a grievance hereunder includes any dispute alleging discrimination against any employee(s) in the bargaining unit based upon membership in any protected categories under federal or state law and/or as set forth in Section 10.1 of this Agreement. Nothing herein prevents an allegedly aggrieved employee(s) from filing a charge or complaint of discrimination involving the same dispute or controversy as the grievance with any state or federal administrative agency and the grievance may, at the parties’ option, be held in abeyance while the administrative

agency processes the charge or complaint. The parties further agree, however, that the Union, on behalf of itself and the allegedly aggrieved employee(s), waives, releases and discharges any right to institute or maintain any private lawsuit alleging employment discrimination in any state or federal court regarding the matters encompassed within this grievance procedure. "Grievance" includes a "general grievance" filed by the Union or an employee on behalf of the entire bargaining unit, which impacts all bargaining unit members, and also includes a "group grievance" filed by the Union or an employee which impacts upon multiple bargaining unit employees. A list of bargaining unit employees impacted by a "group grievance," if not set forth as part of the initial "group grievance" form, will be provided to the School during the grievance procedure to the extent that such employees are known to the Union, and shall represent the Union's reasonable efforts to identify the impacted bargaining unit employees. "Grievant" is defined as the member or members of the bargaining unit who have filed the grievance or as the Union as set forth above. All grievances must be handled as provided in this Article, which sets forth the exclusive procedure for resolution of disputes arising out of the terms and conditions of this Agreement or the discipline or discharge of any non-probationary member of the bargaining unit.

- B. Problem-Solving. To create a better working relationship between the parties and to resolve grievances at the lowest step possible, before proceeding to Step 1 of the Grievance Procedure, bargaining unit members with complaints may be accompanied by their union steward to discuss the possible grievance with their immediate supervisor within fifteen (15) calendar days of the date the event occurred or the employee knew or should have known of the facts which gave rise to the complaint. At that meeting, the employee will present to the supervisor all the facts and other information available to allow that member of management an opportunity to resolve the complaint effectively.
- C. Written Grievance Format. All grievances shall be signed by the bargaining unit member or members filing the grievance and the grievant's steward or by the Union where the Union is the grieving party. All grievances shall include, to the extent reasonably necessary to generally identify the nature of the dispute, the article or articles of this Agreement alleged to have been violated by the School, as well as a general description of the underlying facts, sufficient to identify the dispute, and the remedies sought. If the grievance is based upon a written document, a copy of the document shall be attached to the grievance, if available to the Union or grievant. It is important that grievances be processed as rapidly as possible; however, the time limits indicated at each level of the process may be extended by mutual, written agreement or as otherwise provided herein.
- D. Union Representation. Since the Union is the exclusive representative of all bargaining unit members, grievants may not be represented by persons not affiliated with the Union (e.g., no private attorneys) at any stage of the grievance process.
- E. Time Limit Waiver. The School and the Union agree to waive the time limits in this process during a grievant's break period. However, problem-solving meetings must be held and grievances must be presented within fifteen (15) calendar days after the grievant's return to work.
- F. Steps in the Grievance Process. Grievances shall be resolved in accordance with the following procedure:
  - Step 1: Home Life Director. If the complaint is not resolved in the problem-solving meeting with the immediate supervisor, the grievance shall be presented to the appropriate Home Life Director within fifteen (15) calendar days of the problem-solving meeting. If the grievance is not presented within this fifteen (15) calendar day period, it shall be considered waived unless an extension has been requested,

which shall be granted upon receipt. If the grievance is not resolved within fifteen (15) calendar days at this step, the grievance shall proceed to Step 2.

Step 2: Head of School. If the grievance is not resolved in Step 1, the grievance shall be presented to the appropriate Head of School within seven (7) calendar days from the date the decision in Step 1 is received, otherwise the grievance shall be considered waived unless an extension has been requested which shall be granted upon receipt. If the grievance is not resolved within fifteen (15) calendar days of presentation at Step 2, it shall proceed to Step 3.

Step 3: Business Agent and Senior Vice President/Chief Operating Officer. Grievances not resolved at Step 2 shall be submitted to the Senior Vice President/Chief Operating Officer, or his/her designee and a full-time officer of the Union within seven (7) calendar days from the date the decision in Step 2 is received, otherwise the grievance shall be considered waived unless an extension has been requested which shall be granted upon receipt. The Union at its option may include the grievant at this meeting and may request the attendance of the supervisor involved in the dispute. In the event that these two representatives are unable to resolve the grievance within fifteen (15) calendar days from the date the grievance is submitted to them, the grievance shall proceed at the Union's option to arbitration. Written notification of the Union's intent to proceed to Step 4 must be provided within forty-five (45) calendar days or the grievance shall be deemed withdrawn.

Step 4: Arbitration. If the grievance is not resolved at Step 3, and the Union seeks further consideration of the grievance, the Union must submit, within thirty (30) calendar days of the written notification to the School, the grievance to the American Arbitration Association in accordance with its rules. Multiple grievances, which are substantially related to one another, may be submitted to the same arbitrator at one time; otherwise, only one (1) grievance may be submitted to an arbitrator for resolution at one time. The costs of the arbitration shall be shared equally by the parties, and the decision of the arbitrator shall be final and binding and presented to both the Union and the School in writing. The arbitrator shall have no authority to alter, delete, modify, or otherwise change any provision of this Agreement.

## 9.2 Child/Student Abuse.

### A. Inappropriate Conduct Involving Students

1. Scope: This Section (9.2A) applies to any situation or incident resulting in the discipline or discharge of an employee covered by this Agreement based upon such employee's inappropriate conduct with a student(s) where the School has advised the Union that it intends to rely upon student testimony at any arbitration hearing challenging the employee's discipline or discharge; provided, however, that this Section (9.2A) does not apply to any situation or incident which the School has reported to the appropriate state or local authorities as involving "child abuse" or "student abuse" under relevant Pennsylvania law, except as specifically set forth below in Section 9.2B.

2. Procedure: If, after completion of the School's investigation of the situation or incident at issue, the imposition of any discipline or discharge and the initial steps of the grievance process hereunder, the Union notifies the School that it is challenging the employee's discipline or discharge in arbitration and has filed a demand for arbitration with the American Arbitration Association ("AAA"), the parties will promptly select an arbitrator pursuant to the applicable AAA rules.

Thereafter, the parties will arrange with the arbitrator to have the arbitrator solicit, in-camera, the testimony of any student witnesses. Such in-camera testimony will be transcribed by a court reporter selected by the mutual agreement of the parties (whose cost shall be shared equally by the parties) and the transcript will be made available to the parties. At the option of the student witness, a School psychologist may be present for support and comfort while the arbitrator conducts his inquiry of the student witness but such psychologist shall not solicit any testimony, ask any questions or otherwise unduly interfere with the process. Such testimony (and transcript) are admissible evidence in the arbitration proceeding and the arbitrator may consider and rely upon such testimony as the arbitrator deems appropriate. The Attorneys for the School and the Union shall be entitled to attend and participate in the in-camera session with the arbitrator and student witnesses provided that all questioning of the student shall be undertaken only by the arbitrator. Such questioning shall include questions requested by the attorneys unless an objection to a question is made and upheld.

Prior to the arbitrator's in-camera process described above, the parties shall have the right to submit pre-hearing statements to the arbitrator for his review and consideration and such pre-hearing statements may contain a list of proposed questions from the party to be asked of the student witnesses by the arbitrator. The School will also provide directly to the designated senior Union officer or legal counsel copies of any non-privileged notes, statements or reports generated as a result of any student interviews which were conducted as part of the School's investigation of the situation or incident at issue upon completion of such investigation, the imposition of any discipline or discharge penalty and notice to the School that the Union has filed a demand for arbitration with AAA.

As soon as practicable after the in-camera process is completed, the arbitrator and the parties shall mutually agree upon a date for an arbitration hearing at which any relevant testimony from non-student witnesses may be offered or other evidence presented. The parties may utilize the transcript of the testimony from the student witnesses in closing arguments or in post-hearing briefs.

The arbitrator shall resolve the grievance based upon the just cause standard under this Agreement.

In no event, and under no circumstances, shall any student be compelled to testify at any arbitration proceeding by either the School, the Union, any aggrieved employee/bargaining unit member, or their agents. Accordingly, the School, the Union, any aggrieved employee/bargaining unit member and their agents agree not to serve any compulsory process/subpoena on any student (or parent or sponsor) involved in any situation or incident resulting in discipline or discharge.

## B. Child/Student Abuse

1. Scope: This Section (9.2B) applies to any situation or incident which the School has reported to the appropriate state or local authorities as involving "child abuse" or "student abuse" under relevant Pennsylvania law. This Section (9.2B) supplements the School's Child/Student Abuse Policy (Policy No. 5.03) and shall be construed in a manner consistent with such Policy to avoid any conflict.

2. Procedure: Upon report of the alleged situation or incident to the appropriate state or local authorities, neither the School nor the Union shall conduct any further investigation of the situation or incident, except to the extent requested by such authorities or as otherwise required by law.

While the appropriate authorities are investigating the situation or incident at issue, the affected employee(s) shall continue to receive full pay and benefits, including housing. If the affected employee(s) must be removed from the student home, comparable housing for the employee(s) and any qualifying dependent children will be provided.

If the appropriate authorities (e.g. Child Protective Services) issue a finding that student or child abuse is indicated or a court issues a finding that child/student abuse is founded, the employee(s) (and spouse, if applicable) shall be immediately terminated. If the appropriate authorities determine that the charge is not indicated or is otherwise unfounded based on the substantive merits of the allegations and not on any legal technicality (such as a defective search warrant, *Miranda* violations, or procedural grounds) but the police authorities nonetheless still file criminal charges, the employee(s) shall be placed on an unpaid leave of absence until the criminal charges are resolved by either being withdrawn or dismissed, the employee(s) pleading guilty or being found guilty or being acquitted of the charges. If the appropriate authorities determine that the charge is not indicated or otherwise unfounded based on the substantive merits of the allegations and not on any legal technicality (such as a defective search warrant, *Miranda* violations, or procedural grounds) and the police authorities do not file criminal charges, the employee(s) shall be reinstated with back pay, if any, unless the School determines that the employee(s) engaged in inappropriate conduct sufficient to warrant discharge or failed to cooperate with any investigation by the School or outside authorities or failed to report the allegations promptly in accordance with School policy or otherwise violated School policy.

In the event the School determines to discipline or discharge the affected employee(s), and the Union challenges such determination in arbitration, the process described in 9.2A above shall apply.

## **ARTICLE X: NON-DISCRIMINATION**

10.1 **Non-discrimination.** The Union and the School will not discriminate against employees or applicants on the basis of race, color, religion, age (40 and above), sex, national origin, disability status, and membership or non-membership in the Union. The School reserves the right to expand, contract, amend or otherwise modify its policies on non-discrimination to meet its legal obligations. The School will notify the Union of any changes in policy related to discrimination before announcing them to the workforce.

## **ARTICLE XI: EMPLOYEE WELFARE**

11.1 **Unprovoked Assault.** The School shall provide support, including legal and other assistance, to bargaining unit members who may be the victims of an unprovoked assault while in the performance of their duties.

11.2 **Personnel File.** The School, upon reasonable notice, will provide all bargaining unit employees, including terminated employees on whose behalf a grievance is pending, or their designated Union representatives, with access to, and upon request, with copies of, their Human Resources Department personnel files. In addition, all bargaining unit employees shall have such other rights regarding their personnel files as provided in the Pennsylvania Personnel File Inspection Law, 43 P.S. Article 1321, et seq., as amended.

11.3 **Hardship Transfers.** When an employee covered by this Agreement cannot continue his/her employment in a bargaining unit position due to the death, disability, or military service of his/her spouse, the School will, when possible, offer the employee the opportunity to work in another available position for which the employee is qualified, in concert with the Milton Hershey School's houseparent survivor and houseparent long-term disability support benefit programs, the plan documents of which contain the controlling language.

#### 11.4 **Communication Resources.**

- A. **Mail Facilities and Mail Boxes.** The Union and its representatives may use the School's internal school mail facilities and school mail boxes for normal notices and correspondence with its members; provided that advance copies of materials are given to the Senior Vice President/Chief Operating Officer, or designee for approval and such approval will not be unreasonably withheld or denied. The School shall not be responsible for promptness of delivery. This privilege may be withdrawn if used inappropriately.
- B. **Electronic Resources.** The Union and its representatives may use the School's email system for normal notices and correspondence with its members; provided that advance copies of all emails are given to the Senior Vice President/Chief Operating Officer, or designee for approval and such approval will not be unreasonably withheld or denied. The Union's use of the School's email system is subject to the School's policies on computer use and email. This privilege may be withdrawn if used inappropriately.

11.5 **Liability Insurance.** The School shall provide bargaining unit members with general liability and professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per incident per employee for civil claims arising from alleged work-related wrongful conduct resulting in accidental bodily injury and/or property damage, or personal injury to third parties. Attorneys' fees and payments of settlements are included in this policy limit. Intentional, willful, and criminal acts shall not be covered under the policy. Off-duty conduct and damages resulting from the violation of School policy are also excluded.

This coverage shall be in excess to the personal liability insurance coverage which all houseparents are required to carry as a condition of employment. Houseparents will carry a standard renters insurance policy (or homeowners policy with rider) that includes personal liability insurance in the amount of one million dollars (\$1,000,000.00) and names the School as additionally insured. A copy of this policy shall be provided to the Financial Services Office, 801 Spartan Lane, Hershey, PA, 17033 upon coverage and then on an annual basis no later than January 31st of each year.

Current bargaining unit employees have three (3) months from the effective date of this Agreement to acquire the above listed insurance and new employees hired after ratification of this agreement have sixty (60) days to acquire the above stated insurance.

11.6 **Court Appearances.** Houseparents who are subpoenaed to appear in court for a student-related matter shall be compensated at one-half the daily rate for appearances of less than three (3) hours, and at the daily rate for appearances of three (3) hours or more.

## **ARTICLE XII: UNION REPRESENTATION**

12.1 **Right to Representation.** Bargaining unit members have the right to be represented by the Union's Branch President, Assistant Branch President, or their steward at any investigatory interview or disciplinary meeting. Employees who waive this right must sign a written waiver of representation for the waiver to be effective. Employees who waive their right to Union representation at one meeting may re-assert this right at a later meeting.

## **ARTICLE XIII: HOUSING**

### 13.1 **Housing.**

- A. Full Time Houseparent Apartment. The School shall provide and maintain a houseparent apartment in the student home to which a houseparent couple is assigned for the houseparents and their dependent children, not to exceed the number of dependent children limited by the School policy which implements the arbitration award relating to limits on the number of dependent children (This School policy also applies to Relief and Flex Houseparents). All dependent children living in the houseparent apartment must be reported by the houseparents to their immediate supervisor and they are expected to comply with applicable School policies. All houseparents, including flex and relief houseparents, are held fully responsible and accountable for the behavior of all pets (where permitted), dependent children living within the student home and guests to the student home, including paying for any and all damages caused by the pets, guests or dependent children and accepting possible discipline and/or discharge from employment as a consequence of their misconduct. Guests may not stay overnight without written approval from their immediate supervisor. This approval may be withdrawn at any time. Background checks may be required for guests and dependents.
- B. Full Time Transitional Living Assistant Apartment. The School shall provide and maintain a transitional living apartment in the transitional living facility to which a transitional living assistant is assigned. All transitional living assistants, including flex transitional living assistants, are held fully responsible and accountable for the behavior of all guests to the transitional living facility, including paying for any and all damages caused by guests and accepting possible discipline and/or discharge from employment as a consequence of their misconduct. Guests may not stay overnight without written approval from their immediate supervisor. This approval may be withdrawn at any time. Background checks may be required for guests.
- C. Renovations. The School shall perform cosmetic, non-structural and other non-major renovations to houseparent apartments and transitional living apartments (i.e., work which can be performed while the apartment is occupied) on a priority basis within twenty-four (24) months of the date in which needed repairs are reported.
- D. Flex/Relief Houseparent Accommodations and Flex Traditional Living Accommodations. The School shall provide flex and relief houseparents and flex transitional living assistants with housing which, at a minimum, shall maintain the current standards of housing presently provided to such employees.

- E. **Right to Prohibit Access.** The School may exclude from School property, including the student home, houseparent apartments, transitional living facilities and transitional living apartments, pets, dependent children and other family members and guests who present an inherent risk of harm to students, staff or School property.

13.2 **Student Transfers.** Whenever there is an intended or requested transfer of a student into or out of a student home, the houseparents' immediate supervisor will meet with the affected houseparents to discuss the contemplated change and obtain their input.

#### **ARTICLE XIV: TRANSPORTATION DUTIES**

14.1 **Student Transportation.** Houseparents will provide transportation for students residing in their student home or in their assigned quad for all on-campus activities, except the School may provide transportation for formal co-curricular activities, as determined by the School from time to time. The School may also assign additional transportation duties to houseparents to support their student home or quad in fully participating in all activities and opportunities provided by the School, either on or off-campus. Houseparents may also enter into cooperative transportation arrangements which are intended to apply on a recurring basis with other houseparents outside of a houseparent quad provided that notice of such arrangement is given to the houseparents' immediate supervisors and approval of such arrangements is obtained from such supervisor, which shall not be unreasonably withheld. Transportation arrangements on a non recurring basis do not require supervisory notice or approval.

#### **ARTICLE XV: ABSENCES AND LEAVES**

15.1 **Sabbaticals.** Employees may, with the School's approval, be granted a paid or unpaid leave of absence for up to one (1) year to attend an accredited college or university for the purpose of engaging in study related to their employment responsibilities, in accordance with the School's Policy No. 4.23 Sabbatical Leave, as it may be amended from time to time. Upon return, employees shall be reinstated to the same or a similar position, provided that they have complied with the terms of their leave of absence and have maintained all necessary certifications and licensures. The spouse of the houseparent taking a leave of absence under this paragraph may be re-assigned for the duration of the leave of absence.

15.2 **Union Office Leaves of Absence.** Upon application to and approval by the School, an unpaid leave of absence shall be granted to any member of the bargaining unit for purposes of serving in a Union elected office. Upon conclusion of the leave, the employee shall be returned to the same or similar position to that which he/she was performing. The leave and the terms herein shall be fully applicable to the spouse of the employee serving in a Union office. Such leave may be for a period of time not less than the full term of the office held. The houseparent couple shall be placed on the salary schedule at the step(s) which would have been appropriate had such leave never been taken. All other rights and benefits shall be restored to the houseparent couple as fully as if leave had never been taken. Seniority shall accrue during the period of the leave.

15.3 **Emergency Meeting Coverage.** If the School calls an emergency meeting involving Union leadership representatives during a time when other School meetings are scheduled, the Union representatives' spouses will not be required to attend the School meeting if prior arrangements conflict with such meeting. However, the houseparent couple will be responsible for information shared at the meeting.

**ARTICLE XVI: GROUPS AND COMMITTEES**

16.1 **Labor-Management Committee.** A joint Labor-Management Committee shall be established; consisting of the Home Life Directors, Assistant Directors, Senior Director of Program Support Services, Branch President, Assistant Branch President and the lead stewards, to discuss matters of concern including, but not limited to, issues involving food, facilities, clothing and transportation. The committee shall meet quarterly (August/November/February/May) and more frequently as needed.

**ARTICLE XVII: WAGES**

17.1 **Wages.** Members of the bargaining unit shall receive wages pursuant to the following terms and conditions and all wage rates/salaries are effective only on ratification.

- A. **New Hires:** A houseparent, when first hired into the bargaining unit, is assigned a wage set forth in Addendum A. Houseparents may be awarded relevant prior work/life experience as determined by the Vice President, Human Resources or their designee. New employees will receive increases set forth in paragraph B.
- B. **Full Time and Flex Houseparents:** Full-time and flex houseparents employed as of August 1 shall be eligible for increases according to the attached Wage Structure set forth in Addendum A. All full-time houseparents and flex houseparents shall be placed at a step on the attached matrix based upon their 2012-2013 base salary provided that if an employee’s current base salary falls between two steps then the employee shall be placed at the next highest step. For the 2013-2014 school year, all full-time houseparents will move up one (1) step on the salary matrix. Thereafter, on August 1 of each school year, houseparents will move up one (1) step on the salary matrix. Individualized wage statements shall be provided to each employee.
- C. **SPP Process:** The SPP Process is not a merit pay program and does not replace or revise the contractually agreed upon wages for houseparents. The SPP process will have no impact on any houseparent salaries or wage rates. Houseparents within Divisions that meet the divisional goals set by MHS and who also satisfy their individual goals and earn the necessary cumulative rating may be eligible for a bonus payment according to their performance. The bonus payment for an Exceptional rating is \$500.00 or \$300.00 for a Commendable rating. There is no bonus payment for a Meets, Partially Meets, or Not Met rating. All houseparents are required to participate in the SPP Process.
- D. **Relief Houseparents:** Relief houseparents shall receive wages in accordance with the following schedule:

	Two Persons Per Home (Per Individual)	One Person Per Home (Per Individual)
2013-2014	\$10.31/hrly. (\$371/weekend)	\$13.74/hrly. (\$495/weekend)
2014-2015	\$10.52/hrly. (\$379/weekend)	\$14.03/hrly. (\$505/weekend)
2015-2016	\$10.73/hrly. (\$386/weekend)	\$14.31/hrly. (\$515/weekend)
2016-2017	\$10.94/hrly. (\$394/weekend)	\$14.60/hrly. (\$526/weekend)
2017-2018	\$11.16/hrly. (\$402/weekend)	\$14.90/hrly. (\$537/weekend)

Relief houseparents who work hours or days outside of standard weekend coverage (6 p.m. Friday to 9:30 p.m. Sunday) shall be compensated at their current hourly rate for each hour worked.

- E. Transitional Living Assistants: All transitional living assistants shall be compensated according to the current salary schedule at Pay Grade 16 and shall receive a 3% increase each year.
- F. Assigned full time regular and quad-flex houseparents serving in the 12-3 program for the full year cycle will receive \$1,000.00 per couple, subject to all applicable taxes and withholdings, payable on or about July 31 following the close of the school year.

**ARTICLE XVIII: BENEFITS AND ADMINISTRATIVE POLICIES**

18.1 **Retirement Benefits.** Employees hired before December 31, 1999, shall continue to receive pension benefits in accordance with the School’s defined benefit or defined contribution plans, as previously elected by the Employee. Pensionable earnings shall be considered as wages and bonuses, as described in Article 17 of this agreement. Other remuneration values shall not be considered to be pensionable earnings.

Employees hired on or after January 1, 2000, but before September 1, 2013, shall receive retirement benefits in accordance with the Employer’s defined contribution plan, the Milton Hershey School Money Purchase Pension Plan (MPP) as it is amended. Employees hired on or after September 1, 2013 shall receive MPP contributions in accordance with Addendum B. All employees represented by the Union shall continue to receive additional retirement savings benefits in accordance with the Employer’s defined contribution plan, the Milton Hershey School Group Supplemental Retirement Annuity Plan, as it is amended from time to time.

18.2 A. **Health and Welfare Benefits.** During the term of this Agreement, the School shall charge employees the following percentages of the cost for the medical and prescription portions of the basic benefit plan, and not more than the full cost of the difference between the basic plan and any enhanced plan coverages selected. Costs shall be determined based on appropriate actuarial standards, assumptions, and based on School-wide pooling of all active employee participants, excluding stop loss claims, for each Plan.

January 1, 2014 – December 31, 2014	5%
January 1, 2015 – December 31, 2015	5%
January 1, 2016 – December 31, 2016	6%
January 1, 2017 – December 31, 2017	6%
January 1, 2018 – July 31, 2018	7%

The School will also follow the current pricing model for life insurance and long-term disability plans as set by the carriers for enhanced plans. The School reserves the right to change carriers, but will only make material changes in benefits to contain cost increases after negotiations with the union. Of the houseparent couple, one contract will cover the entire family. The other spouse must waive medical coverage. The spouse that waives the coverage under their name will be paid the opt-out waiver bonus.

B. **Other Benefits.** The School and the Union agree, with respect to the School’s Human Resources and administrative policies, all employees of the Milton Hershey School, whether or not in the bargaining unit covered by this Agreement, should be treated similarly. The School may amend, revoke or modify these policies and benefits, from time to time, to meet its legal obligations or the changing needs of the workforce and School. The School agrees to discuss significant changes to other benefits with the Union, if they are mandatory subjects of bargaining, before implementing changes and announcing those changes to the workforce.

C. Contract Reopener. If taxes, penalties, or any other fees related to “Cadillac Plans” are levied on the School pursuant to the Patient Protection and Affordable Care Act, as may be amended from time to time, then the parties agree to reopen negotiations (upon sixty (60) days written notice to the other party), for the sole and limited purpose of eliminating the taxes, penalties or other fees as may be assessed.

18.3 **Retiree Health Insurance Benefits.**

A. Defined Benefit Plan:

1. Participants: Full time and flex houseparents who were employed as full-time employees prior to February 1, 2004 will receive retiree medical benefits under the School’s Defined Benefit Retiree Medical Plan, provided those employees meet the eligibility requirements set forth in the plan document and subject to the provisions of Article 18.3(A)(2).

2. Transition to Defined Contribution Plan: Effective January 1, 2007, employees receiving a defined retiree health insurance benefit under this article who are less than forty (40) years of age will transition their participation to the Defined Contribution Plan described in Article 18.3(B) and cease participation in the School’s Defined Benefit Retiree Medical Plan. However, if one spouse is over age forty (40) and one spouse is under age forty (40) as of January 1, 2007, a one-time election may be made by the couple to choose participation in either the defined benefit or the defined contribution plans. Such an election is binding on both employees, must be made in December, 2006 and is subject to all other eligibility provisions of the Defined Benefit and Defined Contribution Retiree Health Insurance Plans.

B. Defined Contribution Plan:

1. Participants: All employees hired or who became full-time employees after January 31, 2004 as well as those participating in the School’s current Defined Benefit Retiree Medical Benefit Plan who are less than forty years of age as of January 1, 2007, or who elect pursuant to Article 18.3(A)(2) will participate in the Defined Contribution Retiree Medical Plan. This benefit supplements the anticipated cost of paying for retiree medical benefits. Employees hired on or after September 1, 2013 shall not be eligible for any Retiree Health Insurance benefits.

2. Eligibility: Employees identified in 18.3(B)(1) shall be eligible to participate in the plan on the first of the month following one (1) year of full-time employment.

3. Contributions: Contributions will be deposited annually in arrears during September.

4. An employee must be employed full time on the date of payment to receive a contribution. If, however, an employee provides notice of their intent to separate from service by February 1 and completes their obligation to provide summer coverage, they will be entitled to a contribution under the Plan even if not on payroll at the time of the contribution, providing all other eligibility requirements were met.

5. Retroactive Payments: For employees transitioning to the Defined Contribution Plan pursuant to Article 18.3(A) (2), a retroactive contribution will be made with participation deemed to have started on February 1, 2004. Employees hired after February 1, 2004 and prior to September 1, 2013 will receive retroactive contributions based on their date of hire.

Dennis A. Bomberger  
Dennis A. Bomberger  
Business Manager

11/6/2013  
Date

Peter A. Gurt  
Peter G. Gurt  
Senior Vice President/  
Chief Operating Officer

11-6-13  
Date

Diane E. Carroll  
Diane E. Carroll  
Financial Secretary/Treasurer

11/6/13  
Date

Stephanie J. Bell  
Stephanie J. Bell  
Branch President

11/6/13  
Date

Robert J. Ohliger  
Robert J. Ohliger  
Assistant Branch President

11/6/13  
Date

## Addendum A – Houseparent Wage Structure

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<b>0</b>	\$34,742	\$34,916	\$35,090	\$35,266	\$35,442	\$35,619
<b>1</b>	\$35,600	\$35,849	\$36,100	\$36,353	\$36,607	\$36,864
<b>2</b>	\$36,458	\$36,713	\$36,970	\$37,229	\$37,490	\$37,752
<b>3</b>	\$37,316	\$37,577	\$37,840	\$38,105	\$38,372	\$38,640
<b>4</b>	\$38,174	\$38,441	\$38,710	\$38,981	\$39,254	\$39,529
<b>5</b>	\$39,032	\$39,305	\$39,580	\$39,857	\$40,136	\$40,417
<b>6</b>	\$39,890	\$40,169	\$40,450	\$40,734	\$41,019	\$41,306
<b>7</b>	\$40,748	\$41,033	\$41,320	\$41,610	\$41,901	\$42,194
<b>8</b>	\$41,606	\$41,897	\$42,191	\$42,486	\$42,783	\$43,083
<b>9</b>	\$42,464	\$42,761	\$43,061	\$43,362	\$43,666	\$43,971
<b>10</b>	\$43,322	\$43,625	\$43,931	\$44,238	\$44,548	\$44,860
<b>11</b>	\$44,180	\$44,489	\$44,801	\$45,114	\$45,430	\$45,748
<b>12</b>	\$45,038	\$45,353	\$45,671	\$45,990	\$46,312	\$46,637
<b>13</b>	\$45,896	\$46,217	\$46,541	\$46,867	\$47,195	\$47,525
<b>14</b>	\$46,754	\$47,081	\$47,411	\$47,743	\$48,077	\$48,413
<b>15</b>	\$47,612	\$47,945	\$48,281	\$48,619	\$48,959	\$49,302
<b>16</b>	\$48,470	\$48,809	\$49,151	\$49,495	\$49,841	\$50,190
<b>17</b>	\$49,328	\$49,673	\$50,021	\$50,371	\$50,724	\$51,079
<b>18</b>	\$50,186	\$50,537	\$50,891	\$51,247	\$51,606	\$51,967
<b>19</b>	\$51,044	\$51,401	\$51,761	\$52,123	\$52,488	\$52,856
<b>20</b>	\$51,902	\$52,265	\$52,631	\$53,000	\$53,371	\$53,744
<b>21</b>	\$52,760	\$53,129	\$53,501	\$53,876	\$54,253	\$54,633
<b>22</b>	\$53,618	\$53,993	\$54,371	\$54,752	\$55,135	\$55,521
<b>23</b>	\$54,476	\$54,857	\$55,241	\$55,628	\$56,017	\$56,410
<b>24</b>	\$55,334	\$55,943	\$56,558	\$57,180	\$57,809	\$58,445

**Addendum B**  
**Milton Hershey School Money Purchase Plan (MPP)**  
**Contributions for Employees Hired On Or After September 1, 2013**

<u>Age</u>	<u>School Contribution</u>
18 - 29	5%
30 - 39	7%
40 - 49	9%
50 and over	11%

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