

**Health Professionals and Allied Employees
AFT/AFL-CIO**



HPAE

Initial Contract Proposals Presented to

AAC/Sunrise House

September 21, 2016

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.

AGREEMENT

This Agreement made as of the ___ day of _____ by and between American Addiction Centers, Inc./Sunrise House, (herein after referred to as the “Employer” or “AAC”) and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/ AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE AND INTENT

It is the intent of the parties to set forth their agreement with respect to wages, hours and conditions of employment.

ARTICLE 1. LABOR/MANAGEMENT RELATIONSHIP

1.01 Union Recognition #1

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the certification of the National Labor Relations Board (22-RC-177941) for the bargaining unit of all full-time and regular part-time Registered Nurses, Licensed Practical Nurses, Registered Dietitians, Counselors, Counselor Interns, Assessors, Nurse Assessors, Admission Assessors, Health Information Clerks, Management Systems Clerks, Nursing Secretaries, Discharge Planners, UR Coordinators, UR Staff, Behavioral Technicians, Social Workers, Clinical Support Staff, Clinical Detox Specialists, Midwife, Nursing Secretaries, Clinical Secretaries, Finance Support, Billing Specialists, Bookkeepers, Financial Support Associates, Drivers, Marketing employees, Clerks, Cooks, Maintenance Workers, Custodians, Housekeepers, Supplies Staff, Payroll Staff, Admissions Coordinators, Medical Records Coordinators, Administrative Staff, Receptionists, and Kitchen Aides employed by the Employer at its Lafayette Township, New Jersey facility, but excluding all Office Clerical employees, Confidential employees, Guards and Supervisors as defined in the Act.

Employees who function in a “lead” capacity or as Charge Nurses shall be included in the bargaining unit.

Whenever the terms “employee” or “employees” are used hereinafter in this Agreement, they shall be deemed to apply only to the employees of the Employer who are included in the bargaining unit.

1.02 New Job Classifications #2

In the event that the Employer establishes a new job classification which falls within the scope of the bargaining unit, as defined in Section 1.01, the Employer shall notify the Union in writing of such an establishment and shall bargain with the Union regarding the terms and conditions of the new job classification.

1.03 Successors #3

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In the event an entire operation or any part thereof is taken over by receivership or bankruptcy proceeding, such operation shall continue to be subject to terms and conditions of this Agreement for the life thereof.

In the event of an acquisition, affiliation or disaffiliation of the Employer or a merger of the Employer, this Agreement and its terms and conditions shall be binding on all parties, including the successor entity, for the life thereof.

1.04 Information to the Union #4

The Employer agrees to provide the Union with a list of all employees, their addresses, telephone numbers, e-mail addresses, date of hire, classification, status, assignment, current rate of pay, employee ID number, social security number and the date of birth and the amount of dues deducted every six months. The Employer will provide a monthly update to this list including new hires, starting rate of pay and years of experience given to the employee, changes in employment status or changes in the information above.

The Employer shall provide new employees with dues deduction authorization forms, supplied by the Union, at the end of thirty (30) calendar days of employment and shall forward the signed authorization form to the Union office.

All information will be provided to the Union by hard copy and in an electronic format compatible with the specifications given by the Union.

All correspondence to the Union, unless otherwise specified therein, shall be addressed to the HPAE President at 110 Kinderkamack Road, Emerson, NJ 07630.

1.05 Union Representatives #5

The Union will notify the Employer of its representatives who are authorized to deal with the Employer about conditions of employment and adjustments of problems arising under this Agreement.

An HPAE Staff Representative may enter the Employer for the purpose of investigating grievances and administration of the contract.

Employees who attend meetings at the Employer while conducting union business shall not suffer a loss of pay for time spent at such meetings. Such working time spent in attendance shall be considered time worked for the purpose of calculating overtime. Employees who attend such meetings, if scheduled to work, shall be released with pay by the Employer.

Employees who attend negotiations as members of the Negotiations Committee will be released from work without loss of pay for time spent in negotiations. Such time will be counted as time worked for the purposes of determining overtime and other accruals.

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1.06 Union Days #6

Forty (40) days off with pay per year will be available for the use of duly elected or appointed Union officials for the conduct of local Union business, conferences, Union meetings, or educational conferences. Unused days may be accumulated and may be rolled over into the following year. Such time off shall be counted as time worked for the purpose of determining seniority, benefit accrual and pay rates.

Union time off may be taken in blocks of 4 hours or in full days. Except in cases of unforeseen circumstances, the notice for use of such days shall be given twenty-four (24) hours in advance.

1.07 Union Communications #7

The Employer will provide a bulletin board outside the kitchen. Such bulletin board will have a glass or Plexiglas door that will be locked for the exclusive use of the Union. The bulletin board will be a double door type approximately 48 X 32 inches.

The Employer shall mount a mailbox with a lock that will be provided by the Union. The mail box will be located in the reception area for the use of the Union.

Employees may use their Employer e-mail accounts for the purposes of investigating grievances and administration of the agreement.

The Employer shall make available to employees meeting space for Union meetings and events, provided that reasonable notice is given to the Employer.

During the orientation period for new employees, a representative designated by the Union shall address the new employees about the Union during time set aside specifically for such purpose. Such Union orientation will not exceed one (1) hour. The union representative shall be paid, and if scheduled to work released for conducting such meetings.

1.08 Union Security #8

To the extent not inconsistent with the law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing with respect to the tendering of regularly scheduled dues or fees uniformly applied. Those who are not members on the effective date of this Agreement shall, to the extent not inconsistent with the law, on the thirtieth (30) calendar day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement who are hired, rehired, reinstated or transferred into the bargaining unit, shall, to the extent not inconsistent with the law, become a member of the Union within the ninetieth (90th) calendar day

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following the beginning of such employment and remain members in good standing in the Union. Where the effective date of the Agreement is made retroactive, the execution date shall be substituted for the effective date.

The failure of any employee to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect, and providing that the Union membership was available on the same terms available to other members, to discharge such person. Further, failure of any person to maintain his/her membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person. The Employer shall have fifteen (15) days following the receipt of such written notice to take action on the Union's demand to discharge said employee. If during said period of time the employee tenders or pays the amount lawfully owed, the Union must notify the Employer in writing and the Employer shall not be required to discharge said employee.

1.09 Dues Check-off #9

The Employer shall deduct from the pay of each bargaining unit employee who is or thereafter becomes a member of the Union all membership dues as defined in Section 302 (c) (4) of the National Labor Relations Act upon the submission from the Union to the Employer of proper payroll authorization cards voluntarily executed by the employees from whom the membership dues are to be checked off. Such payroll authorization cards are to be in a form that complies with Section 302 (c) (4) of the National Labor Relations Act and other applicable law.

The Union shall certify the amount of membership dues or fees for service to be deducted from each employee's pay, whether in the form of initiation fees, periodic monthly dues, or authorized assessments, in writing by an authorized Union official.

The Union shall indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that arise out of, or by reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article.

Membership dues or fees and fees deducted shall be forwarded to the Union by the fifteenth (15) day following the payroll deduction. The Employer shall list the names, hours worked, gross pay and the amount of dues or fees for service deducted from each employee.

The Employer will provide the Union with such information in an electronic format as requested by the Union.

1.10 Labor-Management Committee #10

A Labor-Management Committee composed of five (5) representatives selected by the Employer and five (5) representatives selected by the Union shall be formed. The committee shall meet to discuss and resolve issues that arise during the course of the contract term.

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The meetings will occur monthly unless urgent matters require more frequent meetings.

Time spent at these meeting will be compensated and considered as time worked for the purpose of calculating overtime.

The Committee is not intended to circumvent the grievance procedure or the collective bargaining process.

The Union and the Employer will hold the first meeting of this Committee within sixty (60) days of ratification of the agreement by the Union.

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ARTICLE 2. RIGHTS OF EMPLOYEES

2.01 Non-Discrimination #11

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, marital status, sexual orientation, sex, age, handicap or disability. The Employer will not discriminate against any employee because the employee is a member of the Union or has filed a complaint or grievance against the Employer.

2.02 Discharge and Discipline #12

The Employer shall not discharge, discipline, or suspend any employee except for just cause.

Except for egregious offenses, the Employer shall follow a policy of progressive discipline.

The Union and the employee involved shall be advised in writing of any discipline, discharge or suspension. A copy of the notice given to the employee shall be mailed or faxed to the Union within forty-eight (48) hours.

Discharges or suspensions shall be brought directly to Step 2 of the grievance procedure.

Prior to any meeting with an employee, the Employer shall inform the employee of the nature of the meeting and whether such meeting could lead to discipline or is disciplinary in nature. The Employer shall notify the employee of their right to have a Union Representative of his or her choice at the conference.

Disciplinary or investigatory meetings shall be scheduled at mutually convenient times for the Employer, Union representative and employee, and not on the employee's day off.

Discipline shall not be issued more than thirty (30) calendar days after the event/incident.

2.03 Grievances and Arbitration #13

A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Informal Discussion

An employee(s) having a grievance may discuss the grievance with their immediate supervisor. An authorized Union representative shall have the right to participate in all such discussions.

Step 1

If there is no informal discussion or the grievance is not resolved through such discussion, an employee(s) having a grievance shall submit the grievance in writing to their Department Head within fourteen (14) days of the incident or within fourteen (14) days of the employee(s)

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becoming aware of the incident.

The Department Head or his/her designee shall meet with the grievant(s) and/or Union representative within seven (7) calendar days of receipt of the grievance and shall respond in writing within seven (7) calendar days after the meeting.

If the Department Head does not have the authority to remedy the grievance, the grievance may be submitted directly at Step 2.

Step 2

Should the employee or the Union be dissatisfied with the Employer's disposition of the grievance in Step 1, the grievance may, within fourteen (14) calendar days after the answer in Step 1, be presented at Step 2 to the CEO of the Employer. Discharges or suspensions shall be brought directly to Step 2 of the grievance procedure. The CEO will meet with the grievant and/or Union representative within seven (7) calendar days of the receipt of the grievance at Step 2 and shall respond in writing within seven (7) calendar days after the meeting.

Step 3 - Arbitration

Should the Union be dissatisfied with the Employer's disposition of such grievance in Step 2, the Union may notify the employer, in writing, of its intent to take an appeal to arbitration. Such notice shall be given within thirty (30) calendar days of receipt of the Step 2 decision, or the date it was due.

The Union may refer the matter to the American Arbitration Association within thirty (30) calendar days of its notice to the Employer. Both the Union and the Employer agree to abide by the American Arbitration Association's Voluntary Labor Arbitration Rules.

Each party will be responsible for one-half (1/2) the total cost of the arbitrator as well as the location of the hearing. Each party will be responsible for the expenses of its own witnesses or selected and called by a party to appear before an arbitrator.

The arbitrator shall have no power to add to, subtract from, or modify the terms of the agreement.

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

Procedures:

The lack of a response by the Employer within the prescribed time shall be construed as a negative response and the Union shall have the right to proceed to the next step.

The Union and the Employer may agree to submit a grievance initially at Step 3/Arbitration of the grievance procedure.

Time limits may be extended by mutual agreement of the Union and the Employer. Such extension shall be in writing.

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2.04 Personnel Files

#14

An employee shall be granted access to all his/her personnel file(s), including evaluations. Copies shall be provided as soon as is reasonably possible but in no event more than three (3) days thereafter. Nothing will be added to an employee's file without the knowledge of the employee. In addition, an employee's file shall only be seen by his/her direct supervisor and/or a senior management representative.

An employee shall be allowed to place in his/her file a response of reasonable length to anything contained therein. Further, an employee may request the expungement of materials included in the file where there are pertinent and substantive inaccuracies, for reasons of time duration, relevance, or fairness.

A written memorandum of verbal or written warning(s) will be removed from the all employee files once it becomes six (6) months old.

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ARTICLE 3. DEFINITION AND STATUS OF EMPLOYEES

Proposals forthcoming

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ARTICLE 4. PROFESSIONAL PRACTICE AND ENVIRONMENT

4.01 Mutual Respect in the Workplace #15

The Employer is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Behaviors that contribute to bullying or a hostile, humiliating or intimidating work environment, including abusive language or behavior, whether verbal, physical, or otherwise, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior may file a grievance.

4.02 Health and Safety/Security #16

A. Employer Obligation

The Employer shall observe and comply with all local, state, and federal health and safety laws and regulations, and will provide and maintain a safe and healthy workplace, free of recognized hazards.

B. Unsafe Conditions

Occasions may arise when an employee is confronted with a choice between not performing assigned tasks and subjecting himself/herself to serious injury or death arising from a hazardous condition at the workplace. If the employee, with no reasonable alternative, refuses in good faith to expose himself/herself to the dangerous condition, he/she will be protected against subsequent discrimination. The condition causing the employee's apprehension of death or injury must be of such a nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. In addition, in such circumstances, the employee where possible, must also have sought from his employer, and been unable to obtain a correction of the dangerous condition.

C. Joint Health and Safety/Security Committee

A joint Health and Safety/Security Committee composed of four (4) representatives chosen by the Union and four (4) representatives chosen by the Employer shall be formed. The committee shall be charged with minimizing the risk of violence in the workplace and other health and safety problems. The committee will meet monthly and as deemed necessary.

Time spent at these meeting will be compensated and considered as time worked for the purpose of calculating overtime.

The Union and the Employer will hold the first meeting of this Committee within sixty (60) days of ratification of the agreement by the Union.

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D. Security

The Employer shall establish a security booth at the top of the drive of 37 Sunset Inn Rd., Lafayette Township, NJ 07848 that shall be staffed at all times by a security guard for the purposes of monitoring the comings and goings of clients, vendors, family or other visitors to the premises.

The Employer shall establish a security card swipe/employee ID system that shall track clients and grant access to clients and employees to pass through corridors and rooms of the facility that they are authorized to be in. All clients will at a minimum be restricted from access to the maintenance area and the chapel without a staff person present.

The Employer shall maintain security staff on at the facility for all hours of operation. This position is in addition to and separate from the security position at the booth at the front drive.

With the exception of the main front door entrance, all doors to the Employer's facilities shall be equipped with features that allow that door to be locked from the outside and unlocked from the inside. Loading Dock doors shall also remain closed and locked to the outside and a doorbell installed for deliveries.

The Employer shall install additional nighttime lighting around the facility grounds.

All visitors and clients wishing to enter the facility shall be directed to the main entrance by the security guard and signs. All visitors and clients to the facility must sign in with reception staff at the front entrance before being admitted to the facility or grounds. Those visitors shall wear visitor identification badges upon entrance into the facility beyond the main entrance reception desk. Any and all persons on the grounds of the facility without an identification badge shall be asked to leave by any staff member.

The main entrance shall be locked after 9 pm.

E. Response to Client Threats and Violence

In the event a client poses a clear, immediate threat of physical violence to employees, other clients or themselves, employees shall follow the internal AAC policies, as may be amended by the Joint Health and Safety/Security Committee.

Any client committing physical violence against an employee or another client shall be immediately expelled from the facility.

In the event an employee believes that a client represents a credible threat of physical harm to employees, other clients, or themselves, the employee may call for the Staff Resource Team (SRT) to be convened. The primary purpose of the SRT is to assess the credibility of the threat posed by the client. The SRT will be convened on the unit in the time of need. In addition to the employee, the SRT will consist of the Chief of Nursing, Clinical Director, any one of the union

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representatives of the Joint Health and Safety/Security Committee, and a Union Representative for the department in question.

Regardless of the determination of the SRT to expel a client, any employee raising a safety concern regarding physical threats regarding employees or clients will be granted necessary time, not to exceed 30 minutes, to complete a Workplace Violence Incident Form. Employees will not face criticism or any other form of reprisal for exercising this right.

Workplace Violence Incident forms, witness statements (employees and/or clients) and police reports involving violence or threats of violence of any type will be provided and discussed no less than twenty four (24) hours prior to “post incident review meetings” at which such incident will be discussed to HPAAE’s representatives on the Joint Health and Safety/Security Committee and HPAAE’s Staff Representative. In the event that an incident occurs less than forty eight (48) hours prior to a scheduled Joint Health and Safety/Security Committee meeting and it is decided to discuss such incident at that meeting, these reports will be provided as soon as possible. All Workplace Violence Incident forms shall be maintained by Human Resources and a summary report of all such incidents will be given to the Joint Health and Safety/Security Committee at each monthly meeting.

F. Damage to Personal Property

If an employee is attacked by a patient while carrying out the duties of a job which results in damage to personal property, such as clothing or glasses, the Employer shall reimburse the employee for necessary repair or replacement. Damage due to accidents or unintentional acts are not within the scope of this provision.

G. Education and Training

The Employer shall provide education and training for employees regarding work place violence. Such education and training shall include: identification of risk factors that may contribute to workplace violence; early warning signs of escalating behavior; tools for diffusing violent situations; techniques in de-escalation of violence and non-violent crisis intervention; and reporting procedures.

In addition, the Employer shall provide education and training for all staff on proper techniques for managing clients with varying forms of mental illness.

All education and training programs regarding workplace safety and health shall be reviewed and approved by the Joint Health and Safety/Security Committee.

More proposals forthcoming

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ARTICLE 5. HOURS OF WORK, OVERTIME, AND SCHEDULES

Proposals forthcoming

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ARTICLE 6. SALARY AND DIFFERENTIAL PAYMENTS

Proposals forthcoming

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ARTICLE 7. PAID TIME OFF

Proposals forthcoming

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ARTICLE 8. UNPAID LEAVES OF ABSENCE

Proposals forthcoming

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ARTICLE 9. Group Benefit Plans

Proposals forthcoming

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