

## **AGREEMENT**

This Agreement made as of the 26th day of October, 2020, 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**

Pursuant to its obligations under the National Labor Relations Act (“NLRA”), the Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours of work, and other conditions of employment, for those employees in the bargaining unit certified by the National Labor Relations Board on July 7, 2016 in Case No. 22-RC-177941.

The bargaining unit covered by this Agreement consists of:

All full-time and regular part-time Registered Nurses and Counselors, Assessors, Health Information Clerks, Discharge Planners, UR Coordinators, Behavioral Technicians, Nursing Secretaries, Clinical Secretaries, Finance Support, Billing Specialists, Drivers, Marketing employees, Clerks, Cooks, Maintenance Workers, Custodians, Housekeepers, Admissions Coordinators, 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, and all other employees.

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.

#### **1.02 New Job Classifications**

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**

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise, affiliation, or any other means, enter into an agreement with another company, health care provider organization, hospital, corporation, or individual for the sale of the Employer's operation or any portion thereof that employs bargaining unit employees, then the collective bargaining agreement shall remain in effect to the extent and duration provided by operation of the National Labor Relations Act.

The Employer shall notify the union within 90 days of any intent to enter into such an agreement and to provide the union with any and all information sought by the union for the purpose of adequately representing its members' interests with regards to such a proposed agreement.

### **1.04 Information to the Union**

The Employer agrees to provide the Union with a list of all bargaining unit 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 such information for new hires, as well as changes in employment status or changes in the information above for current employees.

The employer shall also notify the Union of any changes in the employee handbook or any employer policy that affects terms or conditions of employment of bargaining unit members within forty-eight (48) hours of the change.

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**

The Union will notify the Employer of its Representatives and Officers, not to exceed a total of twelve (12), from among bargaining unit employees who are authorized to deal with the Employer about conditions of employment and adjustments of problems arising under this Agreement. The Union will notify the Employer within one (1) week, in writing, of changes in the list of Representatives and Officers.

The duties performed by Union Representatives and Officers shall not cause any interference or disruption with the operations at the Employer's facility.

Upon at least 48 hours notice to the Facility Manager CEO or his/her designee, an HPAE Staff Representative may be provided access at the Employer's discretion, which shall not be unreasonably withheld, to a designated area or person(s) in the facility and for a specific period of time, which shall be mutually determined at the time of the Union's 48 hour notice prior to coming to the facility. Any such visit shall be for the purpose of investigating grievances and

ascertaining compliance with this Agreement. During such a visit, an HPAE Staff Representative shall not interfere with or in any way disrupt work or patient care. Moreover, HPAE Staff Representatives shall not interact in any way with patients.

An HPAE Staff Representative shall have access to enter the premises for mutually scheduled meetings.

Employees who attend mutually scheduled meetings, such as Weingarten investigatory interviews, grievance meetings, joint labor-management committee meetings (labor-management, health and safety, staffing, etc.), and new employee orientation sessions at the Employer 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.

Time spent at such mutually scheduled meetings by employees who are not scheduled to work shall not count as work hours nor considered as time worked for the purpose of overtime. All other union activities undertaken by employee Representatives and Officers of the Union shall be conducted during non-work time and shall not be considered as time worked for the purpose of calculating overtime.

Both parties will work together to hold mutually scheduled meetings at times that cause the least disruption to the Employer's operations. Union Representatives and Officers shall provide timely notification to their supervisors of mutually scheduled meetings. The Employer shall make every reasonable effort to release employees for such meetings.

### **1.06 Union Days**

Employees of the Company who are officers or designated representatives of the Union shall, upon at least 30 days advance notice to the Company if the need for the leave is foreseeable, be allowed time off without pay for the purpose of attending conventions, conferences and other Union functions as required by the local. The number of employees eligible for such time off shall be identified by the Union and will be limited to two (2) employees at any given time, and no more than four (4) employees in a calendar year. Such time off will not exceed ten (10) fourteen (14) days per calendar year for officers, and two (2) days off per calendar year for reps, unless mutually agreed to by the Union and the Company. The Union will provide a list of designated representatives to the company at least twice yearly and when changes occur. For purposes of this Article, the Union officers shall be president, vice-president, treasurer, grievance chair, and shop steward. At the discretion of the Union, one (1) of these positions may be a joint position with no more than two (2) persons holding it at the same time.

### **1.07 Union Communications**

The Employer will provide a bulletin board inside the triage area. Such bulletin board will have a glass or Plexiglas door that will be locked for the exclusive use of the Union. Postings by the Union on such board shall be signed by a local Union Officer and confined to matters related to Union activities and information resources, and may not include notices that are not protectable under the National Labor Relations Act and/or other federal, state, or local laws or include

communication which is defamatory or denigrating regarding AAC/Sunrise House or any AAC/Sunrise House management representatives, employees, or clients. The bulletin board will be a double door type approximately 48 X 32 inches.

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 half (1/2) hour.

### **1.08 Union Security**

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 (90<sup>th</sup>) calendar day 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.

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.

### **1.09 Dues Check-off**

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**

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 in an advisory capacity to discuss and suggest resolutions to issues that arise during the course of the contract term. The HPAE staff representative and the head of Human Resources will be ex-officio members of this committee.

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

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.

### **1.11 Management Rights**

A. Except where abridged by the expressed provisions of this agreement, the Employer retains the exclusive right to manage the business, to direct, control and schedule its operations and work force and make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not exercised before.

This right of management includes but is not limited to the right to hire, promote, assign, transfer, suspend, discharge and discipline employees with just cause, lay off, recall, select and determine the number of its employees including the number assigned to any particular work; increase or decrease the number; direct and schedule the work force; to promulgate, revise, post and enforce reasonable rules and regulations; purchase services or materials from any supplier whatsoever; change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities or close its business or any part thereof; modify, upgrade or eliminate existing services, methods, equipment or facilities; determine the location and type of operation including the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer in whole or in part; determine and schedule when

overtime shall be worked; install or remove equipment; establish, maintain, revise or discontinue system functions, programs, and standards of service; establish or change job classifications; determine reasonable work performance levels, qualifications and standards of performance in accordance with professional practice standards, including performance improvement; and in all respects carry out the ordinary and customary function of management.

There shall be no individual agreements between employees and the Employer. This Agreement cannot be modified except by written agreement between the Employer and the Union.

**B. Compliance with Laws and Regulations Concerning Client Confidentiality and Privacy**

Notwithstanding any other provision of this Agreement, the Union acknowledges that the Company operates a behavioral health and addiction treatment facility and is subject to compliance with the requirements of certain laws and regulations concerning client confidentiality and privacy, including without limitation, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations set forth at 45 C.F.R. Parts 160 and 164; and Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. All parties, for themselves and on behalf of their members and legal representatives, shall insure compliance with all laws and regulations concerning client confidentiality and privacy including without limitation with respect to any obligation pursuant to this Agreement, without waiving the right to contest liability in any specific instance.

**1.12 No Strike — No Lockout**

During the term of this contract or any written extension thereof, the Union, its officers, agents, representatives and members or any employee, whether on or off duty, will not directly or indirectly authorize, cause, condone or lend support to a strike, including a sympathy strike, sit down, sit in, slow down, stay-in, walk out, mass absenteeism, sick out, concerted refusal to work overtime or work stoppage or other intentional curtailment, disruption, restriction, interruption or interference with the operations of the Employer.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, or other interference with the operations of the Employer occur, the Union, within twenty-four hours of a request by the Employer shall:

- a. Publicly disavow such action;
- b. Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union;
- c. Shall instruct such employees to cease such actions and return to work immediately;
- d. Post notices on the Union bulletin board advising employees to return to work immediately.

- e. Notify employees who continue to engage in such strike after 24 hours that the strike is unprotected and they are subject to disciplinary action by the Employer, up to and including termination.

The subject of any grievance/arbitration regarding this section shall only be concerned with whether or not an employee has violated any aspect of this Agreement.

During the term of this contract or any written extension thereof, the Employer will not lock out employees.

Any suit for damages resulting from the Union's or the Employer's violation of this Article shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 2. RIGHTS OF EMPLOYEES**

### **2.01 Discharge and Discipline**

The Employer shall not discharge, discipline, or suspend any employee except for just cause. In accordance with the Employer's Employee Handbook, the Employer shall in general follow a policy of progressive discipline, except in circumstances such as misconduct, violation of Employer policy or a safety requirement, which may result in suspension or discharge.

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

Should the Union elect to file a grievance over a suspension or discharge of a non-probationary employee, such grievance shall be brought directly to Step 2 of the grievance procedure. Discipline or discharge of probationary employees will not be subject to the grievance and arbitration procedure.

An employee who is required to attend a Weingarten investigatory interview or disciplinary conference shall be notified as to the nature of the meeting and have the right to request a Union Representative accompany him/her. In the event a Union Representative is not immediately available for the interview, the Employer shall wait a reasonable period of time, not to exceed twenty four (24) hours, for a Union Representative to be available for the interview, before proceeding.

Authorized Union Representatives shall be available for such interviews or conferences during all work hours of the Employer.

Discipline shall not be issued more than thirty (30) calendar days after the Employer discovered or reasonably should have discovered the event/incident.

In the event the Employer suspends an Employee pending investigation, the Employer will make a determination regarding the discipline within fourteen (14) calendar days, unless an extension is mutually agreed upon. The Union shall not unreasonably deny such extension. In any event,

the Union may request an update each week as to the status of the investigation, including the details of which infractions are being investigated.

## **2.02 Grievances and Arbitration**

A grievance shall be defined as a dispute or complaint between the parties concerning the interpretation, application, performance, termination, or any alleged breach of this Agreement. Verbal warnings or counselings that are not memorialized in writing shall not be subject to the grievance and arbitration procedure.

Grievances shall be processed in the following manner:

### Informal Discussion

An employee(s) having a grievance may request to 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 or the Union shall submit the grievance in writing to the HR Manager within seven (7) days of the incident or within seven (7) days from the time the employee(s) should have been reasonably aware of the incident. The grievance shall identify the nature of the grievance, the facts giving rise to the grievance, the names of the aggrieved employee(s), the date of the alleged grievance, the provision(s) of the Agreement violated by the Employer, and the remedy sought.

The Department Head or his/her designee and the HR manager 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.

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

#### 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 seven (7) calendar days after the answer in Step 1, be presented at Step 2 to the facility CEO of the Employer. The facility 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

In the event the grievance is not settled under the grievance procedure, the Union may, within twenty-one (21) calendar days from the receipt of the Employer's decision in Step 2 of the grievance procedure, submit the grievance to the American Arbitration Association



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 representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

The parties may mutually agree to establish a panel of arbitrators and the procedures for selecting an arbitrator among the panel.

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.

Grievances arising after the expiration of the Agreement shall not be arbitrable.

### **2.03 Personnel Files**

Until such time as employee files are accessible electronically, employees shall have the right to inspect their personnel records upon request according to the following rules:

- Employees may only review their personnel files one (1) time per year, unless such review is in connection with a grievance/arbitration.
- Only one (1) employee is permitted to review his/her file at a time.
- An employee's review of his/her personnel file shall not exceed thirty (30) minutes.
- No more than two (2) employees in a given day are permitted to review their personnel file.
- All personnel file reviews will be conducted in the presence of the Human Resources Manager (or her designee) at a location selected by the Company, between 9 a.m. and 5 p.m., Monday through Friday.
- If the Company receives more than two (2) requests in a given day, Human Resources will schedule the excess requests on subsequent days so as not to exceed the maximum of two (2) reviews per day. Copies of documents in personnel files will be provided upon written request. A reasonable charge may be made for requests involving more than 25 pages.

If an employee disputes the accuracy of materials placed in the employee's file, the Human Resources Manager will permit the employee to respond to the disputed materials and the response will be attached to the materials. If an employee can show the Human Resources Manager that materials in the file are erroneous and the Manager does not dispute the employee's claim, then the Human Resources Manager or her designee will remove the erroneous parts or materials.

## **ARTICLE 3. DEFINITION AND STATUS OF EMPLOYEES**

### **3.01 Classification of Employees**

A full-time employee shall be defined as an employee who is regularly scheduled to work at least thirty (30) or more hours per week.

A part-time employee is defined as an employee who is regularly scheduled to work less than thirty (30) hours per week.

A per diem employee is defined as an employee who is not regularly scheduled but works on an "as needed" basis in accordance with their availability, subject to proper notice being given.

Unless stated otherwise, part time employees will be entitled to a prorated portion of all benefits and time off.

### **3.02 Change in Status**

Any change in status must be requested in writing and approved by the Human Resources department.

Employees moving into per diem positions shall be paid out for all accrued but unused PTO at their current rate.

### **3.03 Probationary Period**

Newly hired employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment. The probationary period can be extended for thirty (30) additional days upon mutual consent between the facility CEO or designee and local union President or designee once the party seeking the extension provides an explanation for the extension.

The probationary period shall constitute a trial period during which the Employer will determine the employee's ability, competency, fitness, and other qualifications needed to do his or her required job. However, the Employer has the right to discipline or discharge any probationary employee and such discipline or discharge will not be subject to the grievance and arbitration procedure.

### **3.04 Job Description**

Within thirty (30) days of the ratification of the contract, all employees shall be provided a job description (effective October 26, 2020) for the specific position he/she has been hired or their current position.

If the Employer wishes to change a current job description or create a new job description for a new position, the Employer shall negotiate such changes with the Union. If, after ten (10) calendar days of the commencement of such negotiations, the parties are at an impasse, the Employer shall have the right to implement the change in the current job description or a new job description for a new position.

### **3.05 Seniority: Definition and Commencement**

Seniority shall be defined as the length of an employee's continuous service with the Employer. The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months and days from the date of last hire.

Commencement: An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of probation, seniority shall be computed from the employee's date of last hire.

### **3.06 Layoff and Recall Procedures**

A. In the event a layoff or reduction of hours is necessary, the anticipated length and reasons for such shall be sent to the Union. A minimum layoff notice of thirty (30) calendar days shall be provided to the Union and the affected employees except in the event of an unforeseen emergent circumstance or disaster, such as fire or flood.

B. At the request of the Union, the Employer will meet with the Union to discuss any matters the Union has concerning the layoff and to explore alternatives to prevent layoffs. The Employer shall provide the Union with a list of vacancies and any relevant information requested by the Union.

C. **LAYOFF PROCEDURES:** In case of a layoff, the following procedure shall be applied with respect to full-time and part-time employees (This section does not apply to per diem employees):

1. The Employer will first seek volunteers.
2. If the number of volunteers is insufficient, then employees will be laid off, starting with the least senior/most junior employee in the classification(s) or department(s) affected, then
3. If there are any vacant bargaining unit positions, the most senior affected employee shall be offered a choice of any vacant position for which the employee is qualified to perform the job, provided that for jobs that do not require

certification or a license, “qualified” shall mean the ability to do the job without the need for training or an orientation period (This continues through each affected employee in seniority order.), then

4. If there are no vacant positions available, an most senior affected employee will be given the choice of bumping another employee, in a position for which the employee is qualified to perform the job, provided that for jobs that do not require certification or a license, “qualified” shall mean the ability to do the job without the need for training or an orientation period (This continues through each affected employee in seniority order.).
5. If an employee chooses not to bump as set forth in 3.06C (4), the employee will have been deemed to have waived his/her bumping rights and will be placed in a layoff status.
6. A full-time employee can bump a less senior full-time or less senior part-time employee at the option of the affected employee. A part-time employee can only bump a less senior part-time employee.
7. It shall be the responsibility of the employee to provide an address at which the employee can be reached in a timely fashion of the sending of the notice by the Employer.
8. Each employee who receives such notice and wishes to consider his/her options, may schedule to meet with the Director of Human Resources and a Union Representative. Each employee will have forty-eight (48) hours from the date of such meeting to advise the Employer of whether or not they intend to exercise their bumping rights.
9. Employees who choose to bump and meet all the necessary prerequisites described above, will (1) be paid at the rate for the position for which they bump into; and, (2) work the shift for the position they bump into regardless of the hours worked previously.

D. RECALL: Employees in a recall status will have first priority for any vacant position for which the employee is qualified to perform the job provided that for jobs that do not require certification or a license, “qualified” shall mean the ability to do the job without the need for training or an orientation period. Employees will be recalled in the reverse order in which they were laid off. Recall rights shall be effective for one (1) year from the effective day of layoff.

### **3.07 Seniority List**

The Employer shall maintain a seniority list showing the names of employees, their date of hire, classification, and department; and shall keep such list current. The Employer shall provide a copy of such list to the Union every six (6) months.

### **3.08 Loss of Seniority**

Seniority rights shall be lost and an employee will be considered to have had a break in “continuous” service if any of the following conditions or circumstances occurs:

- A. An employee voluntarily quits; or
- B. An employee is discharged for cause; or,
- C. An employee has been laid off continuously for a period of one (I) year; or,
- D. An employee does not respond to recall after a layoff within ten (10) working days from the mailing of a recall notice sent by certified mail, return receipt requested, and regular mail, to the employee at the employee’s last known address on the Employer’s payroll record advising the employee that work is available, unless there is a valid reason for the failure to respond, as determined by the Employer; or
- E. An employee fails to report to work at the expiration of a leave of absence without giving a reason that is satisfactory to the Employer for such failure to report to work or gives a false reason for obtaining a leave of absence; or
- F. If an employee is absent from work for three (3) consecutive working days without notifying the Employer. In the event an employee fails to give said notification, the employee may be reinstated without loss of seniority by furnishing an explanation for such failure that is satisfactory to the Employer; or
- G. An employee does not work or is otherwise absent from employment pursuant to an authorized leave of absence for a period of 24 consecutive months, provided that no guarantee of employment is entailed beyond the obligations set forth in this Agreement or applicable law.

### **3.09 Job Postings and Filling Vacant Positions**

In the event the Employer intends to fill a permanent position in the bargaining unit, the Employer shall post a notice of such available positions for seven (7) calendar days on the bulletin board, as well as sending a notice by email to bargaining unit employees. A list of unfilled, vacant positions will be available to all employees.

An employee desiring to apply for a position shall submit a request in writing to the Human Resources department within the seven (7) day period for posting a position. The Employer will provide written confirmation of such application. The Employer will interview qualified employees who bid on a permanent position in a timely manner.

The Employer shall give first consideration and preference to all bargaining unit employees applying for the position before considering other persons. The Employer shall award the position to the applicant on the basis of qualifications, experience and seniority. In the event there is no difference in the qualifications and experience of one or more such applicants to perform that work, then the Employer shall award the position to the bargaining unit employee

with the greatest seniority. Experience will be a factor in so far as such experience is directly related to the job and is significantly greater for one candidate over another.

Among the factors the Employer will consider in making the determination as to who should fill a vacancy is an employee's disciplinary record twelve (12) months prior.

In the event that there is no qualified, bargaining unit employee who bids for a vacant position, the Employer has the right to hire a qualified, outside applicant.

The Employer shall send a copy of all job postings for bargaining unit positions, including date of the posting, job requirements, job descriptions, and list of all employees who applied for the job to the Union on a bi-monthly basis.

An employee who is awarded a different position through the bidding process set forth in this section shall serve a trial period for ninety (90) calendar days following the commencement date of the employee working in the different position.

Should the employee fail to perform the new job to the satisfaction of the Employer, the employee shall be returned to the employee's former position, if available, or to a comparable position if available. If the successful applicant decides not to remain in the position within a thirty (30) day period, he/she will be returned to his/her former position, if the position is still available. In the event the position is not available, the employee will be offered any available vacant position for which he/she is qualified. The Employer is not required to keep a vacant position open during the trial period. In such cases, the employee shall retain his/her seniority and return to his/her previous wage rate.

### **3.10 Resignation and Terminal Benefits**

Accrued but unused PTO will be paid upon termination provided two (2) weeks advance notice of employment separation is given and worked by the employee.

PTO may not be used during the notice period unless by mutual agreement of both the Employer and the employee.

If an employee is terminated for an egregious violation of an Employer policy, he/she is not entitled to receive accrued but unused PTO. Examples of such egregious conduct shall include but not be limited to:

- Physical or verbal abuse of another employee, client, or 3<sup>rd</sup> party
- Fighting or threatening others on the Employer's property
- Possession, sale, exchange, or use of alcohol, intoxicants, or any illegal substance on the Employer's property
- Intentional falsification of documentation
- Failure to report suspected HIPAA breaches or violations
- Violation of professional boundaries with patients by entering into romantic, personal or online relationships with them during their stay or within two years after their most recent treatment from Sunrise House

Such advance notice shall not be required if separation from employment results from an economic layoff, death, or failure to return from a leave of absence that in the Employer's determination is justifiable.

## **ARTICLE 4. PROFESSIONAL PRACTICE AND ENVIRONMENT**

### **4.01 Health and Safety/Security**

#### **A. Employer Obligation**

The Employer shall observe and comply with all local, state, and federal health and safety laws and regulations.

#### **B. Joint Health and Safety/Security Advisory Committee**

A joint Health and Safety/Security Advisory Committee composed of three (3) representatives chosen by the Union and three (3) representatives chosen by the Employer shall be formed. The committee shall be charged with proposing ways to minimize the risk of violence in the workplace and other health and safety problems. The committee will meet monthly and as mutually deemed necessary.

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.

#### **C. Security**

With the exception of the main front door entrance, all doors to the Employer's facility 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 to the facility must sign in with reception staff during normal working hours, and after hours with the Treatment Advocate on duty, 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 or when the receptionist leaves, whichever comes last.

Sunrise will ensure all doors remain locked at the appropriate times, no unauthorized personnel/vehicles shall be on the premises and will screen all visitors during those hours. All unauthorized vehicles/personnel shall be reported to the Supervisor on duty.

## Cameras and Monitors:

Cameras and monitors will be installed for the purposes of safety, security, and monitoring throughout the facility and grounds, located at 37 Sunset Inn Road, Lafayette, NJ 07848. Cameras will not be used to monitor and manage the workforce and are for safety and security reasons. Video, recordings or images from cameras may be used for any other purpose permitted by law, including but not limited to discipline.

Cameras and video surveillance equipment may be installed in/at, but not limited to, the following areas:

### Indoors

- Entrances/exits
- Hallways
- Stairwells
- Patient and family waiting areas
- Common areas to include dining rooms, group rooms, patient activity rooms, medication lines, lounges, etc.
- Triage room/admissions area
- Nurses' Stations
- VIP room
- Laundry area
- Pay phone area
- Loading Dock
- Maintenance areas
- Storage areas
- Chapel
- Records (CRMS) storage areas/rooms
- Client property storage areas/rooms to include electronics, money, personal belongings, luggage, etc.

### Outdoors

- Parking areas
- Entrances/exits
- Smoking areas
- Patient activity areas
- Driveway entrance
- Any outdoor structures, equipment and containers
- Loading dock

The Employer shall notify the Union of the proposed locations for additional cameras and monitors, and their use and location shall be discussed in the Joint Health and Safety/Security Advisory Committee. The facility CEO shall make the final determination on the use and location of cameras and monitors.



After the installation of a camera, upon request the Union shall be given the opportunity to observe the monitor attached to such camera to verify the view(s) of the camera.

The intent of using cameras and monitors is for the health and safety of the patients, staff, and visitors.

Upon request, the Employer shall provide a copy to the Union of any video necessary to investigate grievances or potential grievances.

The Employer shall maintain at least four (4) weeks backlog of video camera footage.

#### D. 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 Advisory 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, and Clinical Director (or their designees), any one of the union representatives of the Joint Health and Safety/Security Advisory Committee, and a Union Representative for the department in question.

After hours, the lead Treatment Advocate and lead Nurse must assess the situation and contact the Director of Nursing or Clinical Director.

Any recommendation from the SRT to discharge a patient shall be made in writing and provided to the facility CEO. The facility CEO will review the recommendation and make a final determination on whether to discharge a patient. The facility CEO will provide a written explanation of his/her determination to the Joint Health and Safety/Security Advisory Committee.

Regardless of the recommendation 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 to HPAAE's representatives on the Joint Health and Safety/Security Advisory 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 the Director of Quality Assurance Initiative and provided to the Joint Health and Safety/Security Committee at each monthly meeting.

E. Damage to Personal Property

If confirmed after an investigation that an employee, who was attacked by a patient while carrying out the duties of their job, incurred damage to personal property, such as clothing or glasses, the Employer shall reimburse the employee for necessary repair or replacement up to \$250 each year. Damage due to accidents or unintentional acts are not within the scope of this provision.

F. Education and Training

The Employer shall provide education and training for employees regarding work place violence based on OSHA's guidelines for preventing workplace violence. Education and training for employees will also be provided for CARF, JCAHO and state licensing requirements. The Joint Health and Safety/Security Advisory Committee will review and provide suggestions regarding workplace safety and health.

**4.02 Continuing Education and Tuition Reimbursement**

Full-time employees who have completed their probationary period may request reimbursement of up to \$1000 each year (12 rolling months) for pre-approved continuing education or tuition costs for credit-bearing courses directly related to the maintaining of professional credential or licensure or for business-related development opportunities. The Employer shall provide reimbursement for such pre-approved continuing education or tuition costs within one (1) month of the completion of the program.

Employees must receive approval prior to registration by submitting a Continuing Education Request form to his/her supervisor and facility CEO. The employee must forward the approved form to the Human Resources Department.

Upon completion of the pre-approved course, the employee must submit the course transcript and proof of payment to the Human Resources Department.

An employee who voluntarily leaves employment less than one (1) year after receiving reimbursement for tuition costs shall be required to pay back the reimbursed money.

Those employees whose jobs require license renewal shall receive additional PTO days as outlined in Article 7.02.

Management shall make reasonable efforts to provide sufficient time for employees to complete continuing education and all annual competencies (whether through Health-Stream or other service provider) during scheduled work time. If the employee's daily schedule prevents them from setting aside time to complete annual competencies during their regular shifts, then management shall provide the employee with up to five (5) hours of paid time to complete their competencies.

#### **4.03 Staffing**

##### **A. Introduction**

The Employer shall abide by all staffing guidelines promulgated by the New Jersey Department of Human Services NJ Administrative Code 10:161A and/or 10:161B, and any other accrediting or licensure agencies. Furthermore, in the event that staffing levels and ratios are mandated by state and/or federal laws, the facility agrees to abide by such levels and ratios.

##### **B. Joint Labor/Management Committee & Staffing Issues**

The joint Labor-Management Committee will discuss staffing issues at bi-monthly meetings. (The joint Labor-Management Committee will discuss other issues in the alternate months.) The committee shall meet to review staffing levels and assess the overall effectiveness of staffing levels in the facility. 48 working hours prior to each meeting, management shall provide the Union with a report of current staffing levels by department and shift, as well as an updated list of vacancies. The committee may recommend changes in the staffing levels. The facility CEO will review the recommendations and make a final determination in kind.

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.

### **ARTICLE 5. HOURS OF WORK, OVERTIME, AND SCHEDULES**

#### **5.01 Workweek and Workday**

The normal workweek shall consist of forty (40) hours.

The normal workday shall consist of eight (8) hour, ten (10) hour, or twelve (12) hour shifts per day, excluding a thirty (30) minutes unpaid lunch period but including two 15 minute paid breaks.

#### **5.02 Shift Hours and Weekend Work**

No employee shall be regularly scheduled to work a “double” (i.e. two consecutive shifts).

There shall be no “split” shifts assigned on a regular basis.

In the event the Employer wishes to change permanently shift hours or weekend work requirements on a unit, the Employer shall provide the Union with notice at least thirty (30) days in advance of the effective date of the implementation of such changes. Upon request the Employer shall meet with the Union to discuss the issue.

The Employer will first ask for volunteers to change shift hours or weekend work requirements. Then, if there are not a sufficient number of employees who volunteer, the Employer shall assign employees within the unit to such changed shift hours or weekend work requirements on the

basis of seniority, with the least senior affected employee required to change shift hours or weekend work requirements first.

An employee who is not able to change their schedule shall be offered a comparable position in the facility, if available. If such position is not available, the employee shall be able to exercise their rights under the layoff and recall provisions of the agreement (3.06).

### **5.03 Work Schedules**

The Employer shall post a four (4) week work schedule, no earlier and no less than two (2) weeks prior to the commencement of the schedule. Requests for time off shall not be unreasonably denied. Once posted, the schedule shall not be changed except by mutual agreement unless the Employer has a need for overtime or in the event of a layoff or at the Employer's discretion due to unforeseeable emergent circumstances. "Unforeseeable emergent circumstance" means an unpredictable or unavoidable occurrence at unscheduled intervals relating to health care delivery that requires immediate action. The posted work schedules will include the names of the employees at the time the schedule is posted.

Employees with 12 hour shifts shall not be regularly scheduled to work more than three (3) days consecutively. Employees with 10 hour shifts shall not be regularly scheduled to work more than four (4) days consecutively. Employees with 8 hour shifts shall not be regularly scheduled to work more than five (5) days consecutively.

### **5.04 Overtime**

Overtime may be used to fill temporary "holes" in shift assignments due to the use of PTO, call-outs, leaves of absence, or, at the Employer's discretion, if business needs require.

When overtime is deemed necessary by the Employer, the Employer shall ask for volunteers. When two or more employees volunteer for the overtime assignment, the Employer shall distribute the overtime in the following sequence:

- Full-time employees starting with the most senior full-time employee on a rotating basis, then
- Part-time employees starting with the most senior part-time employee on a rotating basis, then
- Per diem employees starting with the most senior per diem employee on a rotating basis

In the event that there are not enough volunteers, the Employer shall assign the overtime work on a rotating basis, with the least senior employee being assigned the overtime work first.

The Employer will maintain a record of overtime assignments (voluntary and mandated), which shall be accessible to employees on the computer system.

### **5.05 Breaks and Meal Periods**

Employees shall receive an unpaid, thirty (30) minutes meal period each shift.

Employees shall receive two (2) paid, fifteen (15) minutes breaks each shift.

Employees shall be allowed to leave the property during meal periods and paid breaks.

### **5.06 Per Diem**

Per diems will be defined as employees who are not guaranteed hours of work nor will they have a required work obligation. They shall be scheduled to work as needed by the employer and as they are available. They shall be scheduled to fill absences and temporary vacancies in the work force such as call-outs, coverage for scheduled time off of full time/part time employee and leaves of absence. Scheduling will not be arbitrary, discriminatory or used as a disciplinary tool. Per Diems are not to replace full time or part time employees.

The wage rate for a per diem employee shall be 15% higher than the applicable wage scale rate.

All Per Diem employees must work at least one shift per month. Refusal to meet these requirements will result in the employee being removed from the Per Diem list.

## **ARTICLE 6. SALARY AND DIFFERENTIAL PAYMENTS**

### **6.01 Regular Compensation Rate**

Regular compensation rate shall be defined as the employee's base hourly rate of pay plus any entitled differential, including shift differential. Regular compensation rate will apply to all work time up to forty (40) hours in one (1) week.

### **6.02 Premium Compensation Rate: Overtime Work**

Premium compensation rate shall be defined as the regular compensation rate at time and a half (1 1/2). All hours worked in excess of forty (40) hours in a week shall be paid at premium compensation rate.

### **6.03 Pay Period/Pay Checks**

Frequency of pay will continue as heretofore. On-line pay receipts will clearly identify specific hours worked and compensated, entitled rates, each deduction and each differential.

When an error in pay has been brought to the attention of the Human Resources department, the Employer will issue a check with the correction as soon as possible but no later than five (5) business days following the reporting of the problem (if the error is equal to or more than the employee's pay for one shift) or seven (7) business days following the reporting of the problem (if the error is less than the employee's pay for one shift).

In the event the delay in payment results in a bank charge or penalty, the Employer will be responsible for any such fee.

The Employer shall continue the Direct Deposit Program.

## **6.04 Wages**

### Year 1:

Except as otherwise set forth in this Article, effective the date of the ratification of the contract, retroactive to August 1, 2020, all employees shall receive a 3.5% across the board wage increase.

### Year 2:

Except as otherwise set forth in this Article, effective August 1, 2021, all employees shall receive a 3% across the board wage increase.

In addition to the 3% across the board wage increase, employees with more than 5 years of service with the Employer shall receive an additional \$.25/hour increase.

### Year 3:

Except as otherwise set forth in this Article, effective August 1, 2022, all employees shall receive a 2.5% across the board wage increase.

In addition to the 2.5% across the board wage increase, employees with more than 5 years of service with the Employer shall receive an additional \$.25/hour increase.

### New Hire Rates and Experience:

New employees shall be hired based on the current start rates, provided that the minimum start rate shall be \$14/hour.

New employees shall not earn a higher rate than any current employee in the same job classification with the same experience.

### Treatment Advocates:

The Employer implemented wage increases to a new \$16.50 hourly base rate for all Behavioral Health Technicians who were transferred to the new Treatment Advocate position. It will be increased on the first and second anniversaries of contract ratification only, consistent with other employees.

Treatment Advocates who previously were classified as Counselors did not experience any reduction in pay as a result of this reclassification. These employees will receive a lump sum bonus equal to the ATB raise set forth above in the first year, retroactive to August 1, 2020. These employees will receive increases on the first and second anniversary of contract ratification consistent with other employees.

### Certified Nursing Assistants:

The new hourly base rate for Certified Nursing Assistants shall be increased to \$16.50 effective the date of ratification. It will be increased on the first and second anniversaries of contract ratification only, consistent with other employees.

Wage Scale for Counselor II:

The new base rate for the Counselor II position effective the date of the ratification of the contract shall be \$21.15 per hour. It will be increased on the first and second anniversaries of contract ratification only, consistent with other employees.

Wage Scale for Counselor III:

The below new wage scales and compensation systems effective the date of the ratification of the contract is proposed to address the Employer’s recruitment and retention needs, while providing wage increases based on licensure.

<b>License</b>	<b>New Hourly Rate</b>
One full unrestricted license	\$30.29
One full unrestricted license and one provisional license	\$31.25
Two full unrestricted licenses	\$32.69

These rates will be increased on the first and second anniversaries of contract ratification only, consistent with other employees.

Wage Scale for RNs:

The below new wage scales and compensation systems effective the date of the ratification of the contract is proposed to address the Employer’s recruitment and retention needs, while providing wage increases for greater years of RN experience.

<b>Years of RN Experience</b>	<b>New Hourly Rate</b>
Less than four (4)	\$33.00
At least four (4) but no more than eight (8)	\$35.00
Eight (8) or more	\$37.00

These rates will be increased on the first and second anniversaries of contract ratification only, consistent with other employees.

Per diem RNs shall not be subject to the new wage scale based on RN experience. The new base rate for all per diem RNs regardless of years of RN experience effective the date of the ratification of the contract shall be \$38.00 per hour (notwithstanding any other provisions of this contract). It will be increased on the first and second anniversaries of contract ratification consistent with other employees.

Wage Scale for LPNs:

<b>Years of LPN Experience</b>	<b>New Hourly Rate</b>
Less than four (4)	\$22.00
At least four (4) but no more than eight (8)	\$23.00
Eight (8) or more	\$24.00

These rates will be increased on the first and second anniversaries of contract ratification only, consistent with other employees.

LPNs who currently are paid a higher hourly rate than those set forth in this new wage scale will not be subject to the new wage scale, although they will receive the normal increases effective August 1 and on the first and second anniversaries.

Per diem LPNs shall not be subject to the new wage scale based on LPN experience. The new base rate for all per diem LPNs regardless of years of LPN experience effective the date of the ratification of the contract shall be \$25.25 per hour (notwithstanding any other provisions of this contract). It will be increased on the first and second anniversaries of contract ratification consistent with other employees.

Wage Scale for Discharge Planner and HIMS Clerk:

These Job Descriptions have been changed to require Bachelors' Degrees for new hires. Employees and new hires in these positions will be paid a new base rate of \$17.50 per hour effective the date of the ratification of the contract. It will be increased on the first and second anniversaries of contract ratification only, consistent with other employees.

**6.05 Differential Payments**

Any differential payments (e.g. shift differential) currently provided to employees shall be provided to all employees who work the evening and night shifts.

**6.06 Charge or Lead Pay**

Employees in any department or unit who rotate to Charge or Lead position will receive an additional two dollars (\$2.00) per hour for each hour in charge.

**6.07 Preceptor/Mentor/Orientor Pay**

Any member who is designated to act as a preceptor/mentor or orientor shall receive a \$1.50/hr differential for all hours worked as such. Precepting/mentoring shall be voluntary. Newly hired RNs shall have a maximum of 80 hours of orientation; TAs, CNAs, LPNs, and counselors shall have a maximum of 60 hours of orientation; all other employees shall have a maximum of 40 hours of orientation. Within sixty (60) days of ratification of this agreement, management in



coordination with the corporate training department shall create an orientation/precepting checklist and guidelines. Prior to publication, the Union shall be given copies of these guidelines/checklists for review in order to ensure that employees are job ready upon completion of orientation. Preceptors may be required to take a preceptor class which shall include, but not be limited to, training in expectations and documentation.

**ARTICLE 7. PAID TIME OFF (PTO), HOLIDAYS, AND OTHER PAID LEAVES**

**7.01 PTO**

American Addiction Centers recognizes that employees have diverse needs for time off from work. The purpose of offering paid time off is to provide eligible employees with flexible time away from work that can be used for such needs as vacation, sick, personal or family business, appointments, volunteerism, and other activities/purposes of the employee’s choice. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness, appointments, emergencies, or other situations that require time off from work.

**7.02 PTO Accrual and Pay**

Paid time off is granted to full-time and certain part-time employees (“Part Time Eligible Employees”). Per diem employees are not eligible. The Company expects that all employees who seek to use PTO will adhere to company policy and procedures. Failure to do so may result in disciplinary action up to and including termination.

Eligible employees will earn PTO over the course of the year as following:

PTO Accrual Schedule

Length of Service	Annual Accrued Days	Annual Accrued Hours	Factor Per Hour	Maximum Accrual Per Pay Period	Maximum Accrual Balance
0 to 1 year	17	136	0.0654	5.67	136
1 to 2 years	18	144	0.0692	6.00	242
2 to 4 years	22	176	0.0846	7.33	304
4-10 years	28	224	0.1076	9.33	380
10+ years	29	232	0.1115	9.67	380

Sick Accrual Schedule

Length of Service	Annual Accrued Days	Annual Accrued Hours	Factor Per Hour	Maximum Accrual Per Pay Period	Maximum Accrual Balance
0 to 1 year	5	40	0.0192	1.67	40
1 to 2 years	5	40	0.0192	1.67	40
2 to 4 years	5	40	0.0192	1.67	40
4-10 years	5	40	0.0192	1.67	40
10+ years	5	40	0.0192	1.67	40

**Total PTO and Sick Accrual**

Length of Service	Annual Accrued Days	Annual Accrued Hours	Factor Per Hour	Maximum Accrual Per Pay Period	Maximum Accrual Balance
0 to 1 year	22	176	0.0846	7.33	176
1 to 2 years	23	184	0.0885	7.67	282
2 to 4 years	27	216	0.1038	9.00	344
4-10 years	33	264	0.1269	11.00	420
10+ years	34	272	0.1307	11.33	420

**License/Conference Accrual Schedule**

Nursing	Counselor II/III
8 hours per year	8 hours per year

PTO for attendance of licensing seminars or conferences is subject to (1) the employee submitting a timely request for PTO pursuant to Article 7.03 and (2) the employee providing documentation substantiating his or her attendance at seminars or conferences during normal working hours on regular working days.

**7.03 PTO Requests and Approvals**

To request PTO, employees must request PTO time by entering the request in accordance with the Employer’s policy or submit a PTO request form for approval by their department head.

The Employer shall make every reasonable effort to grant requests for PTO consistent with business needs. Subject to the provisions of this Article, chronic short staffing is not an acceptable reason to deny PTO requests.

Requests for scheduled PTO shall be submitted at least thirty (30) days in advance but no more than 60 days, provided that:

An employee may request scheduled PTO with less than thirty (30) days' notice provided that arrangements are made by the Employer for the employee's job assignment to be covered and further provided that no overtime or additional vacancies on shifts will result unless there is approval of the facility CEO, which shall not be unreasonably denied. Nursing staff will find their own coverage if the schedule has been posted.

Employees may request scheduled PTO more than 60 days in advance provided the PTO time requested does not include a holiday or holidays.

If an employee submits a request and no other employee submits a request within ten (10) calendar days of the first submission, then the employee who first submitted shall be entitled to the selected period, seniority notwithstanding.

If an employee submits and another employee or employees submit a request for the same period of PTO and all submissions are made within the same ten (10) calendar days of the first submission, then the employee with the greatest seniority shall be granted the period in question, if staffing does not permit the granting of all requests.

In any event, each employee who has submitted a request for PTO shall, within ten (10) calendar days of said submission, be advised if the request has been granted. If the request is not responded to in that time frame, then the request will automatically be granted.

An unscheduled absence due to an illness or injury of more than three (3) consecutive days with notice may be considered a Leave of Absence. For such an absence, the employee will be required to present a physician or primary care practitioner's statement to verify illness or injury and the dates the employee is unable to work. The Employer reserves the right to have the employee evaluated by an Employer-designated physician.

PTO can be granted in full week blocks, days, or as smaller increments, not less than two (2) hours in duration.

PTO may be paid to an employee on the last normal pay day before the start of his/her vacation if requested in advance. This request should be submitted in writing to the Human Resources department at least five (5) days prior to the end of the preceding pay period; otherwise, payment will be included in the first pay check after the employee's return to work.

#### Attendance and Call-outs

Employees are expected to report to work no earlier than ten (10) minutes before their scheduled shift and to leave the premises within ten (10) minutes after their shift has ended, including any approved overtime the employee may have been authorized to work, unless approved by the supervisor. Employees may not swipe in for work earlier than five (5) minutes before the beginning of their scheduled shift or swipe out more than five (5) minutes after the end of their shift unless approved by the supervisor.

If an employee is unable to report for a scheduled shift due to lateness, illness, accident or other call-out, the employee should contact his or her direct supervisor directly, a minimum of two (2) hours notice for the day shift and four (4) hours before the start of the evening/night (after 3 pm) scheduled shifts.

Texting or emailing is an acceptable form of notification. If the direct supervisor is unavailable, the employee shall notify the next level Manager. If neither is available, the employee shall leave a voicemail message in the Human Resources department.

In cases of unforeseen, emergent circumstances that make it impossible for the employee to call in a timely fashion (e.g. car accident), an exception will be made.

Employees are strongly encouraged to plan in advance for necessary time-off. Employees are asked to discuss time-off needs with department heads at department meetings, and to work collectively to fill gaps in coverage without incurring overtime.

Absences of three (3) consecutive work days require medical documentation (e.g. primary care provider note) prior to returning to work. Employees out for three (3) or more consecutive scheduled workdays must notify the Human Resources department.

Any combination of tardiness or absence(s) (excluding scheduled PTO days or authorized leaves of absence) in excess of six (6) occurrences within a 12-month period will be considered “excessive” and will subject the employee to disciplinary action, up to and including termination, subject to the just cause provision of the Agreement. The twelve (12) month look back period for time and attendance shall be a rolling twelve-month period.

An occurrence shall be defined as any incidence of tardiness or absence (excluding scheduled PTO days, earned sick leave days or authorized leaves of absence), provided that:

If an employee is absent more than one (1) day due to an illness or injury and provides the Employer with proper notice and a doctor’s note if required, such absence shall be considered as one (1) occurrence.

Tardiness of less than ten (10) minutes in the first year of the contract shall not be counted as an occurrence.

Employees shall receive the following disciplines for any combination of tardiness or absence(s) (excluding scheduled PTO days, earned sick leave days or authorized leaves of absence) within a rolling twelve (12) month period:

6<sup>th</sup> occurrence — Verbal warning

7<sup>th</sup> occurrence — Written warning

8<sup>th</sup> occurrence — Termination

Employees who have no tardiness or absences (excluding scheduled PTO days, earned sick leave or authorized leaves of absence) in a six (6) month period shall have the number of their occurrences reduced by two (2). Employees may not have occurrences reduced below zero (0) or maintain a negative balance of occurrences.

Any absence of three (3) consecutive work days, without proper notice provided, shall be considered a voluntary resignation.

Management agrees to abide by all provisions of the New Jersey Earned Sick Leave law.

#### **7.04 Holidays**

The Employer recognizes the following holidays:

New Years Day  
Martin Luther King Jr. Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

#### **7.05 Holiday Pay**

In the event that an employee works on any of the holidays specified herein, the employee shall be paid for all hours worked on that holiday at the rate of one and a half (1 1/2) times the employee's rate of pay.

#### **7.06 Holiday Scheduling**

The Employer will first ask for volunteers to work on holidays.

If there are not sufficient volunteers to work a holiday, then the Employer shall distribute time off on holidays within a department on the following basis:

Full-time employees starting with the most senior full-time employee on a rotating basis, then

Part-time employees starting with the most senior part-time employee on a rotating basis, then

Per diem employees starting with the most senior per diem employee on a rotating basis

If two (2) or more employees request the same holiday off and staffing requirements do not permit all requests to be granted, the employee who worked the same holiday the prior year shall have preference. Among employees requesting the same holiday off who worked that holiday the previous year, seniority shall prevail when all requests cannot be granted.

### **7.07 Bereavement Leave**

Full-time employees are entitled to up to three (3) days paid leave at their regular compensation rate due to a death in the immediate family. Part-time employees are entitled up to two (2) days paid leave at their regular compensation rate due to a death in the immediate family. The immediate family shall be defined as the employee's spouse, domestic partner, children, father/mother, brother/sister, father/mother-in-law, grandparent, grandchild, and guardian. Such three (3) days must be taken within a reasonable time of the day of death or day of the funeral.

The Employer will not unreasonably deny the use of PTO or unpaid leave to extend the bereavement leave.

### **7.08 Jury & Witness Duty Leave**

All full-time and part-time employees who are requested, on a regular scheduled work day, to serve on a jury or who are subpoenaed to testify in any action in which the employee will not personally benefit from the results of the litigation, will receive their regular compensation rate minus jury duty pay for a maximum of five (5) days. Notice to report for jury duty or the subpoena must be reported immediately to the Employer. The employee will provide the Employer a copy of the subpoena upon request.

If an employee is subpoenaed or otherwise requested to testify as a witness by the Employer, the employee will be paid for the entire period of witness duty. The employee is expected to return to work whenever the court schedule permits.

## **ARTICLE 8. UNPAID LEAVES OF ABSENCE**

### **8.01 Request and Approval for Leaves**

An employee shall notify his/her supervisor at least one (1) month prior (or as soon as possible in the case of an emergency) to when a leave of absence is needed. Written approval by the Human Resources Department is required for all leaves. Requests for a leave shall not be unreasonably denied. The Employer shall respond in writing to all such requests within seven (7) calendar days after receipt.

An employee shall notify his/her direct supervisor of a need to change the duration of an approved leave as soon as the employee becomes aware of the need to do so. The employee shall submit a written request, which shall be made two (2) weeks before the leave expires unless unusual circumstances make this impossible. For medical leaves, a new Medical Certification Form must also be submitted for approval.

### **8.02 Employer Policy**

Unless otherwise provided in this Article, the Employer's policy regarding unpaid leaves of absence (in effect as of April 2014) shall be in effect for the duration of this Agreement.

The following unpaid leaves of absence are included in this policy: FMLA Leave, State Specific Leave, Workers' Compensation Leave, Personal Leave, Military Leave, and Domestic Violence Leave.

**ARTICLE 9. Group Benefit Plans**

**9.01 Medical Plans**

All employees who are scheduled to work thirty (30) or more hours per week shall be eligible to participate in the Employer's current medical plans in accordance with the current eligibility requirements.

Employee contributions toward the cost of the plans per pay period shall be as follows:

	Employee	Employee + Spouse	Employee + Children	Employee + Family
Bronze Plan with HRA	\$0	\$131.00	\$93.50	\$264.00
Silver Plan with HSA*	\$30.00	\$262.00	\$204.00	\$465.50
Gold Plan*	\$77.00	\$386.50	\$309.00	\$657.00

\*These employee contribution rates for health insurance premiums will be reduced by \$15 per pay period for the Silver and Gold plans during the first year of the contract only. The printed rates will apply for all coverages under the Silver and Gold plans during the second and third years of the contract.

In the event, the Employer determines to revise the current medical plans or to implement new plans, the Employer will give thirty (30) days notice to the Union. Upon request, the Union and Employer shall meet to discuss proposed changes. In any event, any changes in the plans or any new plans shall provide substantially comparable coverage and benefits.

**9.02 Health Reimbursement Account**

The Employer will continue to fund and provide employees with a Health Reimbursement Account to cover employees enrolled in the Bronze Plan up to a maximum of \$2,000 (for employee coverage) and \$4,000 (for employee + spouse, children or family coverage) per year in approved eligible claims for deductibles, co-pays, and co-insurance incurred for the employee and/or dependents covered under the plans.

**9.03 [none]**

**9.04 Other Group Benefit Plans**

Subject to the current eligibility requirements, the Employer shall continue to offer the following plans to employees: Dental Coverage, Vision Coverage, Supplemental Life and Accidental Death and Dismemberment Insurance, Disability Coverage, Flexible Spending Account, Hospital Indemnity Coverage, Accident Coverage, Critical Illness Benefit, and Identity Theft and Fraud Protection. Eligible employees may participate in such plans and will pay the full cost.

The Employer shall fund and provide an Employee Assistance Plan for employees.

**9.05 401k Retirement Savings Plan**

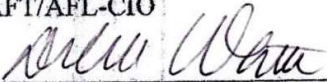
Subject to the current eligibility requirements, employees will be eligible to participate in the Employer’s 401(k) Retirement Savings Plan.

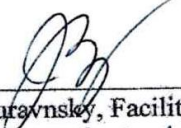
The Employer will match employee contributions to the 401(k) Plan 100% up to 3% of the employee’s wage compensation for each plan year.

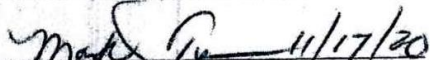
This Agreement shall be in full force and effect from October 26, 2020, to October 25, 2023.

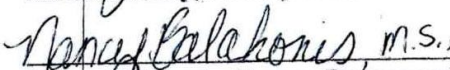
Health Professionals and Allied Employees,  
AFT/AFL-CIO

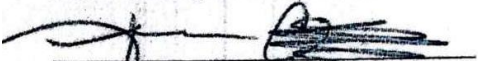
AAC/Sunrise House

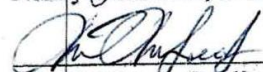
  
Debbie White, HPAE President


  
Jim Zuravnsky, Facility CEO

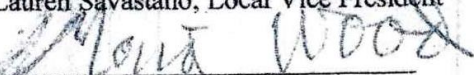
  
Mark Turner, Local President

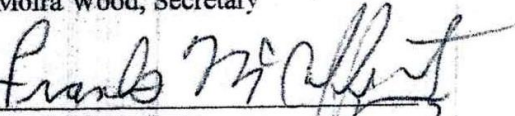
  
Nancy Balakonis, M.S., <sup>SPHR, SHRM-SI</sup> Director ~~of HR~~

  
Jenice Cuccovia, Grievance Chair

  
Nick McLeod, Quality Assurance Manager

  
Lauren Savastano, Local Vice President

  
Moira Wood, Secretary

  
Frank McCafferty

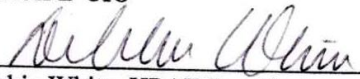



**Side Letter 1 - Pandemic and State of Emergency Language**

At the start of any Pandemic or State of Emergency due to a pandemic, the parties agree to establish a Special Labor Management Committee. This committee shall meet once a week, either via face to face, phone, video conferencing or other mutually agreed to process. The parties shall cooperate with each other regarding information necessary to make informed decisions with regards to issues that arise during a pandemic or state of emergency due to a pandemic. The Union understands that the employer's resources may be strained during these crises and will exercise reasonable restraint when asking for information. These committee meetings will also be used to discuss all plans of PPE, staffing, and protocols. Any member of the local union may attend these meetings and may ask any questions regarding these issues. Direct communication between management and the Union is critical during these situations. Proper training will be offered to all workers regarding safe and proper use of PPE, cleaning, and reuse of PPE when required.

Health Professionals and Allied Employees,  
AFT/AFL-CIO

AAC/Sunrise House

  
\_\_\_\_\_  
Debbie White, HPAAE President

  
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Jim Zuravnsky, Facility CEO

Date: 12/12/2020

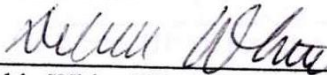
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**Side Letter 2 – Unit Composition**

The parties agree that the Dietary Manager a/k/a Food Service Manager position shall be excluded from the bargaining unit covered by this Agreement.

Health Professionals and Allied Employees,  
AFT/AFL-CIO

AAC/Sunrise House

  
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Debbie White, HPAE President

  
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Jim Zuravnsky, Facility CEO

Date: 12/12/2020

Date: 11/16/2020

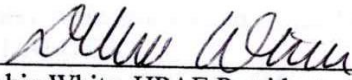
**Side Letter 3 – Certain Individuals Who Are Not Eligible for the Wage Scales Will Receive Percentage Increases**

Notwithstanding Article 6.04, Licensed Practical Nurse Elaine Dembrowski will not be subject to the new LPN wage grid because she already has a much higher hourly rate than the other LPNs. However, Ms. Dembrowski will get the normal increases retroactive to August 1, 2020, and on the first and second anniversaries of ratification.

Notwithstanding Article 6.04, Treatment Advocates Jim Burkheiser, Guy Henderson, and Glen Staten will get the normal increases retroactive to August 1, 2020, and on the first and second anniversaries of ratification, because they only received small (or no) increases as a result of their transition from the old Behavioral Health Technician title to TA.

Health Professionals and Allied Employees,  
AFT/AFL-CIO

AAC/Sunrise House

  
\_\_\_\_\_  
Debbie White, HPAE President

  
\_\_\_\_\_  
Jim Zurawnsky, Facility CEO

Date: 12/12/2020

Date: 11/16/2020