

MEMORANDUM AGREEMENT

Sunrise House/AAC

And

Health Professionals and Allied Employees, AFT, AFL-CIO

September 10<sup>th</sup>, 2020

Sunrise House/AAC (the "Employer") and Health Professionals and Allied Employees (the "Union") are parties to a collective bargaining agreement. The parties have engaged in good faith bargaining for a successor contract and have agreed to the following in full settlement of these negotiations and to resolve any and all issues and controversies between them, as reflected in this Memorandum of Agreement.

Both parties agree as follows:

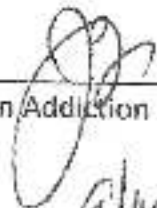
- A. Extension. The current Collective Bargaining Agreement expires at 11:59pm on September 10<sup>th</sup>, 2020. Both parties agree to extend the current CBA until either both parties gain approval/ratification as set forth below, or October 14<sup>th</sup>, 2020 – whichever is sooner.
- B. Employer. The agreements reflected herein are tentative and subject to ratification by the Employer's board of directors. The Union has also been made aware that the lenders and bankruptcy court will also have to approve of this MOA. The Employer's negotiating committee will recommend to all parties that this Memorandum of Agreement be approved.
- C. Union Ratification. The agreements reflected herein are tentative and subject to ratification by the Union's membership. The Union's negotiating committee will recommend to the membership that this Memorandum of Agreement be ratified.

U. Terms of the Contract. Both parties agree to modify the terms of the existing collective bargaining agreement, as set forth below. Except as modified by the signed Tentative Agreements and as set forth below, the terms of the parties' agreement which will expire on October 14<sup>th</sup>, 2020 shall remain in full force and effect.



Health Professionals and Allied Employees,  
AFT/AFI-CIO, Local 5629

9/14/20  
Date

  
American Addiction Centers, Inc./Sunrise  
House


9/14/20  
Date

## Tentative Agreement

### 1.03 Successors


~~In the event of 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, the Employer will advise a prospective buyer then the collective bargaining agreement shall remain in effect to the extent and duration provided by operation of the existence of the Collective Bargaining Agreement and National Labor Relations Act.~~

~~The Employer shall notify the Union in writing within sixty (60) days prior of any intent to the effective date of enter into such a sales agreement. The Employer will meet with the Union in order and to bargain over provide the effects of union with any and all information sought by the union for the purpose of adequately representing its members' interests with regards to such a decision on the bargaining unit as required by law proposed agreement.~~

  
Mark Turner  
Health Professionals and Allied Employees,  
AFT/AFJ-CIO, Local 5629

Date

8/28/

  
American Addiction Centers, Inc./Sunrise  
House

Date

8/27/2020

## Tentative 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 IIPAE President at 110 Kinderkamack Road, Emerson, NJ 07630.

Mark General  
Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

Date

8/28/20

JR  
American Addiction Centers, Inc./Sunrise  
House

Date

8/27/2020

## Tentative Agreement

### 1.06 Union Days

Employees of the Company who are officers or designated representatives of the Union shall, upon reasonable ~~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) ~~days per year~~ 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.

Mark Turner MARK TURNER  
Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

Date

8/28/20

[Signature]  
American Addiction Centers, Inc./Sunrise  
House

Date

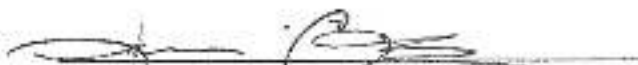
8/27/2020

## Tentative Agreement

### 1.07 Union Communications

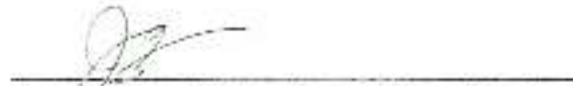
The Employer will provide a bulletin board ~~outside~~inside the ~~kitchen~~triage area. Such bulletin board will have a glass or Plexiglas door that will be locked for the exclusive use of the Union. Postings by the Union on such board shall be signed by a local Union Officer and confined to matters 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.

  
Health Professionals and Allied Employees,  
AFY/AFL-CIO, Local 5629

Date

9/2/2020

  
American Addiction Centers, Inc./Sunrise  
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Date

09/02/2020

## Tentative Agreement

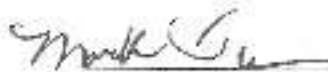
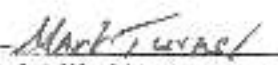
### 1.10 Labor-Management Committee

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.

   
Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

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## Tentative Agreement

### 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.

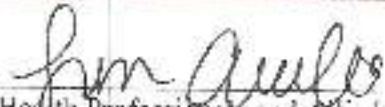
Should the Union elect to file a grievance over a suspension or discharge of a non-probationary employee, such grievance shall be brought directly to Step 2 of the grievance procedure. Discipline or discharge of probationary employees will not be subject to the grievance and arbitration procedure.

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.

  
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Health Professionals and Allied Employees,  
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House

Date

09/03/2020



## Tentative Agreement

### 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 basic facts (known at the time) giving rise to the grievance, the names of the aggrieved employee(s), the date of the alleged grievance, and 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.

  
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Health Professionals and Allied Employees,  
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9/2/2020  
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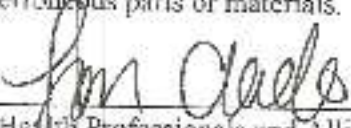
## Tentative Agreement

### 2.03 Personnel Files

~~Employees~~ 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:

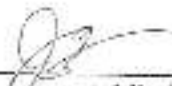
- Employees may only review their personnel files ~~two (2) times~~ one (1) time per year, unless such review is in connection with a grievance/arbitration.
- Only one (1) employee is permitted to review his/her file at a time.
- An employee's review of his/her personnel file shall not exceed thirty (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.

  
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Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

Date

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House

Date

09/03/2020



## Tentative Agreement

### 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.

Tentative Agreement 3.09

  
Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

9/3/2020  
Date

  
American Addiction Centers, Inc./Sunrise  
House

09/03/2020  
Date



## Tentative Agreement

### 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.

  
Health Professionals and Allied Employees,  
APT/AFL-CIO, Local 5629

Date

9/2/2020

  
American Addiction Centers, Inc./Sunrise  
House

Date

09/02/2020

## Tentative Agreement

### 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 BHT 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

## Tentative Agreement 4.01

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.

## Tentative Agreement 4.01

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 BHT 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 HPAI's representatives on the Joint Health and Safety/Security Advisory Committee and HPAI'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.

Tentative Agreement 4.01

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.

Mark DeMartino  
Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

8/28/20  
Date

Jay  
American Addiction Centers, Inc./Sunrise  
House

8/27/2020  
Date



## Tentative Agreement

### 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.

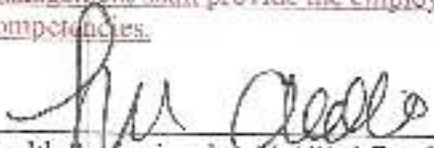
Employees must receive approval prior to registration by submitting a Continuing Education Request form to his/her supervisor and facility CEO. The employee must forward the approved form to the Human Resources Department.

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.

  
Health Professionals and Allied Employees,  
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Date

9/3/2020

  
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09/03/2020

Date

## Tentative Agreement

### 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. Staffing Levels

~~The Employer agrees to hire five (5) additional FTEs within six (6) months of the execution of this Agreement. The facility CEO shall make the final determination of which positions to add, taking into consideration the recommendations of the Joint Labor-Management Committee.~~

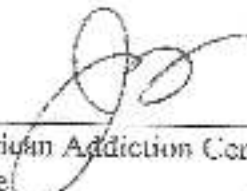
#### CB. Joint Labor/Management Committee & Staffing Issues

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.

  
Health Professionals and Allied Employees,  
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8/28/20  
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Tentative Agreement

5.01 Workweek and Workday

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

The normal workday shall consist of eight (8) hours, 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.

  
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Health Professionals and Allied Employees,  
AFL/AFL-CIO, Local 5629  
Date 9/2/2020

  
\_\_\_\_\_  
American Addiction Centers, Inc./Sunrise  
House  
Date 09/02/2020

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## Tentative Agreement

### 5.03 Work Schedules ~~5.03~~

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.

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Health Professionals Allied Employees,  
AFT/AF3-CTO, Local 5629

Date

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Date

09/02/2020

## Tentative Agreement


### 5.06 — Per Diem Pool

~~The Employer shall work toward establishing a per diem pool in the facility.~~

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.

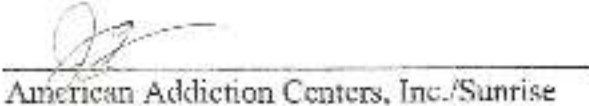
The wage rate for a per diem employee shall be 15% higher than the applicable wage scale rate ~~based on their experience credit.~~

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.

  
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Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

Date

9/2/2020

  
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House

Date

09/02/2020



Tentative Agreement

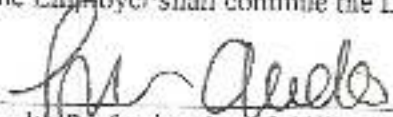
6.03 Pay Period/Pay Checks

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.

  
Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

Date

9/3/2020

  
American Addiction Centers, Inc./Sunrise  
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Date

09/03/2020

## Tentative Agreement

### 6.04 Wages

#### Year 1:

~~Effective one (1) year after the date of ratification of the contract, retroactive to August 1, 2020, all employees shall receive a 4.5% across the board wage increase, provided that:~~

~~Employees whose wage rate is less than \$12/hour shall have their wage rate increased to \$12/hour or receive a 4% increase, whichever results in the higher wage rate.~~

~~Employees whose wage rate is higher than \$12/hour but less than \$21/hour shall receive, in addition to a 4% increase, \$1/hour added to their wage rate.~~

#### Year 2:

~~Effective one (1) year after the date of ratification of the contract, 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 but less than 10 years of service with the Employer shall receive an additional \$.25/hour increase.~~

~~In addition to the 3% across the board wage increase, employees with more than 10 years of service with the Employer shall receive an additional \$.50/hour increase.~~

#### Year 3:

~~Effective two (2) years after the date of ratification of the contract, 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 3% across the board wage increase, employees with more than 5 but less than 10 years of service shall receive an additional \$.25/hour increase.~~

~~In addition to the 3% across the board wage increase, employees with more than 10 years of service shall receive an additional \$.50/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 \$414/hour.

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

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#### Tentative Agreement 6.04

##### 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 ATR 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.

| <u>License</u>  | <u>New Hourly Rate</u> |
|---|------------------------|
| One full unrestricted license                             | \$20.29                |
| One full unrestricted license and one provisional license | \$21.25                |
| Two full unrestricted licenses                            | \$22.69                |

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

Tentative Agreement 6.04

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.

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

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

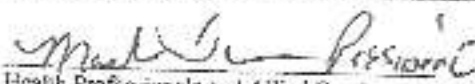
Per diem RNs shall not be subject to the new wage scale based on RN experience. The new base rate for all per diem RNs regardless of years of RN experience effective the date of the ratification of the contract shall be \$38.00 per hour (notwithstanding any other provisions of this contract). It will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

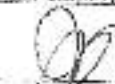
Wage Scale for Discharge Planner and HIM/MS Clerk:

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.

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Health Professionals and Allied Employees,  
AFT/APL-CIO, Local 5629

  
American Addiction Centers, Inc./Synrise  
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Date

## Tentative Agreement

### 7.02 PTO Accrual and Pay

Eligible employees accrue PTO hours each pay period based on hours paid and the number of months of employment, until the maximum balance has been met. The schedule below references the maximum PTO balances:

Once an employee has reached the maximum PTO balance, the employee will not accrue additional PTO until he/she takes sufficient paid time off is credited to reduce his/her accrued balance below the maximum. The employee will then resume accruing PTO hours each pay period from that date forward until the maximum is again reached.

Eligible employees may use their PTO balance at any full time, provided approval from his/her department head is received. Should an employee's PTO balance fall below zero for any reason, the negative balance upon separation may be deducted from the employee's final earnings.

PTO accrual is calculated from the date of hire provided, however, that an employee cannot use their PTO until after three (3) months from the date of hire.

Not certain part-time employees ("Part Time Eligible Employees" on a leave of absence do not accrue PTO).

Employees who are using PTO days or hours shall accrue PTO during this time.

Part-time employees are not eligible for paid-time off. 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 Accrual Days | Annual Accrual Hours | Factor Hours Per Hour | Maximum Maximum Accrual Per-Pay Period Pay Period | Maximum Maximum Accrual Balance Balance |         |
|-------------------|---------------------|----------------------|-----------------------|---|---|---------|
| 0 to 1 year       | 22.7                | 1761.36              | 0.0846062             | 4   | 22225.67                                | 1761.36 |
| 1 to 2 years      | 24.8                | 1841.44              | 0.0885062             | 2   | 26676.00                                | 27222   |
| 2 to 4 years      | 26.7                | 2081.76              | 0.100061              | 6   | 86677.33                                | 244301  |
| 5+ years          | 28.8                | 2482.24              | 0.1102102             | 3   | 483339.3                                | 420380  |

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Collective Agreement 7.02

|           |    |     |       |      |     |
|-----------|----|-----|-------|------|-----|
| 10+ years | 25 | 212 | 0.112 | 9.67 | 380 |
|-----------|----|-----|-------|------|-----|

Sick Accrual Schedule

| Length of Service | Annual Accrued Days | Annual Accrued Hours | Factor Per Hour | Maximum Accrual Per Pay Period | Maximum Accrued 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 hours are paid at and Sick Accrual


| Length of Service | Annual Accrued Days | Annual Accrued Hours | Factor Per Hour | Maximum Accrual Per Pay Period | Maximum Accrued Balance |
|-------------------|---------------------|----------------------|-----------------|--------------------------------|-------------------------|
| 0 to 1 year       | 22                  | 176                  | 0.0846          | 7.54                           | 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                     |

Licensure/Conference Accrual Schedule

| Nursing          | Counselor/OTJ    |
|------------------|------------------|
| 8 hours per year | 8 hours per year |

PTO for attendance of licensure seminars or conferences is subject to (1) the employee's ~~request~~ 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~~ ~~compensation~~ rate for the amount of ~~PTO~~ requested by ~~the~~ days.

Tentative Agreement 7.02

  
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Health Professionals and Allied Employees,  
AF1/AA1 CIO, Local 5629

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Date 9/3/2020

  
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American Addiction Centers, Inc. / Sunrise  
House

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Date 09/03/2020

## Tentative Agreement

### 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 ~~five (5)~~ 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 ~~five (5)~~ 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 ~~five (5)~~ 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 employee may request to use up to two (2) PTO days each year for emergency and/or unplanned personal reasons and such days shall not be considered as occurrences of absenteeism under the "excessive absenteeism" standard referenced below.~~

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.

## Tentative Agreement 7.03

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 the Human Resources department or 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.

**Tentative Agreement 7.03**

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:

- ~~5<sup>th</sup> occurrence~~ — ~~Verbal warning~~
- 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.

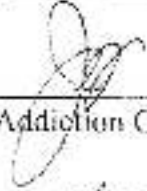
Management agrees to abide by all provisions of the New Jersey Earned Sick Leave law.

Health Professionals and Allied Employees,  
AFL/AFL-CIO, Local 5629

American Addiction Centers, Inc./Sunrise  
House

Date

Date

  
3/27/2022



Tentative Agreement


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

  
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Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

9/3/2020  
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American Addiction Centers, Inc./Sunrise  
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Tentative Agreement

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:

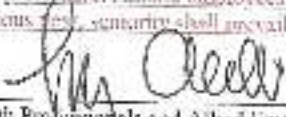
Full-time employees starting with the most senior full-time employee on a rotating basis, then

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.

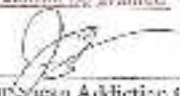
If two (2) or more employees request the same holiday off and staffing requirements do not permit all requests to be granted, the employees who worked the same holiday the prior year shall have preference. Among employees requesting the same holiday off who worked that holiday the previous year, seniority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

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Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629

Date

9/3/2020

  
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Trustee

Date

09/03/2020

**Tentative Agreement**

**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.

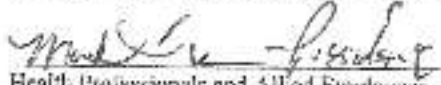
Employee contributions toward the cost of the plans per pay period shall be as follows:


|                                     | Employee        | Employee + Spouse | Employee + Children | Employee + Family |
|-------------------------------------|-----------------|-------------------|---------------------|-------------------|
| Active Base/Bronze Plan with HRA    | \$0             | \$344.13 \$131.00 | \$244.64 \$23.50    | \$648.27 \$264.00 |
| Active Buy-up Silver Plan with HSA* | \$18.44 \$30.00 | \$482.24 \$262.00 | \$305.56 \$204.00   | \$622.44 \$465.50 |
| Gold Plan*                          | \$77.00         | \$385.50          | \$309.00            | \$657.00          |

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\*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 previous 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~~ (90) thirty (30) days notice to the Union. Upon request, the Union and Employer shall meet to discuss the proposed changes. In any event, any changes in the plans or any new plans shall provide substantially comparable coverage and benefits.

  
 Health Professionals and Allied Employees,  
 AFT/AFLE-CIO, Local 3629  
 9-14-20  
 Date

  
 American Addiction Centers, Inc./Sunrise  
 House  
 9/14/2020  
 Date

## Tentative Agreement

### 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 ~~medical plan~~ Bronze Plan up to a maximum of \$6002,000 (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.

Mark G. - President  
Health Professionals and Allied Employees,  
AFT/AFL-CIO, Local 5629


9/14/20  
Date

[Signature]  
American Addiction Centers, Inc./Sunrise  
House

9/14/2020  
Date

**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.

 9/14/2020  
mat 6 President - Local 5629  
9/14/20



**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.

*JP* 9/11/2024  
made by President - APAS - Local 5629