

TENTATIVE AGREEMENT

December 20, 2016

HPAE Proposal #4

1.04 Information to the Union

BAU
bargaining unit

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

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.

HPAE:

AAC/Sunrise House:

[Signature]
Frank Cuano

[Signature]
Kurt Weir
Alicia Harris
Frank McCaffrey
Alicia Miller
Philip C. A'aron
Joseph A. Fescene
Christa M. Coisdine
Steven Martin
Katherine Vesper
Phyllis Belange
Alicia Schucka

[Signature] 12/20/16
[Signature]
[Signature]

TENTATIVE AGREEMENT

March 29, 2017

HPAE Proposal #5

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.

HPAE:

AAC/Sunrise House:

Sheila Schuck
Doreen Belanger
Steven Martin
Christa Considine
Kue Wilson
John Ditch
Henriette Harri
Andy A. Fescer
Dulce Nason
Frank McCreary
Kathleen Vg W
Ply Low



AAC Counter Proposal to Union 1.06 "Union Days"
Provided to Union at 2/13 Bargaining Session

Employees of the Company who are officers or designated representatives of the Union shall, upon reasonable notice to the Company, 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 one ~~(2)~~³ employee at any given time, and no more four (4) employees in a calendar year. Such time off will not exceed five ~~(8)~~¹⁰ days per year, unless mutually agreed to by the Union and Company. The Union will provide a list of designated representatives to the Company at least twice yearly and when changes occur.

HPAE



Shelia Schicker

Steven Martin

Kathleen [unclear]

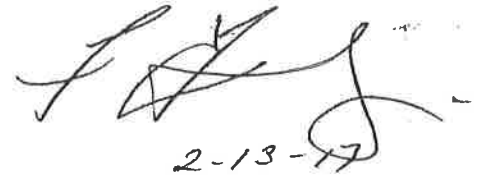
Christa Conside



all by [unclear]

Nancy Ross

SUNRISE HOUSE


2-13-17

HPAE Proposal #10

Revised February 13, 2017

1.10 Labor-Management Committee #10

A Labor-Management Committee composed of five (5) representatives selected by the Employer and five (5) representatives selected by the Union shall be formed. The committee shall meet in an advisory capacity to discuss and ~~resolve~~ ^{suggest resolutions to} issues that arise during the course of the contract term.

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.

HPAE

[Handwritten signature]
Shirley Chuker
Steven Martin
Kathleen Byrne
Christa Considine
KIM DICK
Georgette Hain
Lita Miller
Plycia Belan
Shirley [unclear]

[Handwritten signature]
Mangalose

SUNRISE HOUSE
[Handwritten signature]
2-13-17

TENTATIVE AGREEMENT

March 29, 2017

HPAE Proposal #65

1.11 Management Rights

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.

HPAE:

AAC/Sunrise House:

Linda G. Feser
Philip Cabra
Francis McCaffrey
Shula Schucker
Phyllis Tulang
Steven Martin
Christa Considine
Wesley Wue
[Signature]

[Signature]

TENTATIVE AGREEMENT

December 20, 2016

HPAE Proposal #12

~~2.02 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 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 event/incident.

HPAE:

AAC/Sunrise House:



Frank McEeffy
Sto Miller

Christa M. Considine
Steven Martin

Shela Schickel
Phyllis Belanger
Katherine Boyce



12/20/16

TENTATIVE AGREEMENT

March 29, 2017

HPAE Proposal #13

2.03 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 date of the alleged grievance, and the provision(s) of the Agreement violated by the Employer.

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.

HPAE:

AAC/Sunrise House:

Shula Schucker
Thyler Belanger
Steven Martin
Christa Considine
The Union
James Dean
Heulette Harris
Amie G. Jeslun
Stephanie
Francis McRobert




AAC Counter Proposal to Union 2.04 "Personnel Files"
Provided to Union at 2/13 Bargaining Session

Employees shall have the right to inspect their personnel records upon request according to the following rules:

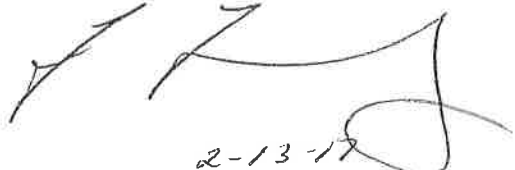
- Employees may only review their personnel files 2 times per year, unless such review is in connection with a grievance/ arbitration.
- Only one (1) employee is permitted to review his/her file at a time.
- An employee's review of his/ her personnel file shall not exceed thirty (30) minutes.
- No more than two (2) employees in any 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 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.

HRAE


Shula Schucka
Steven Martin
Kathleen
Christa Considine
~~Donna~~
and
Lorey Glass

SUNARIS HOUSE


2-13-17

TENTATIVE AGREEMENT

March 23, 2017

HPAE Proposal #17

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.

HPAE:

AAC/Sunrise House:


Philip
Shirley Lucia
Steven Martin
Oliver Belang
~~Frank~~
Donna Mcnamara
Frank McCafferty
Ira Miller
Philip Caron
Christa Considine
Frank
Frank
Frank G. Fesler
Helen



TENTATIVE AGREEMENT

November 15, 2016

HPAE Proposal #18

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.

HPAE:

AAC/Sunrise House:

T/A 11/15/16
Steven Martin
Frank Luano
Jim Miller
Georgette Hain
Kathleen Ryan
Judi A. Fernald
Christa M. Considine
Phyllis Belanger
Shula Schickel
P. J. J.

T/A 11/15/16
Christopher Cox
M

TENTATIVE AGREEMENT

November 15, 2016

HPAE Proposal #19

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 ~~Employer~~ provides ~~the Union~~ an explanation for the extension. *the party seeking the extension* *CRG*

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.

HPAE:

AAC/Sunrise House:

11/15/16

Steven Martin

Frank Perovic

Jim Muller

Georgette Harris

Patricia Bergman

Ernie Diani

Joseph G. Fusco

Christa M. Considine

Phyllis Belanger

Shula Schuber

11/15/16

T/A

Christopher

Cyr

J J J

3.04 Job Description

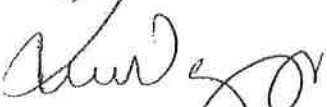
Within thirty (30) days of the ratification of the contract, all employees shall be provided a job description (effective July 6, 2016) for the specific position he/she has been hired or their current position.


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 ~~fourteen (14)~~ ^{ten (10)} days of the commencement of such negotiations, the parties are at an impasse, the Employer shall have the right to implement the change in a current job description or a new job description for a new position.


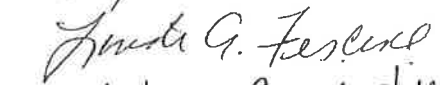

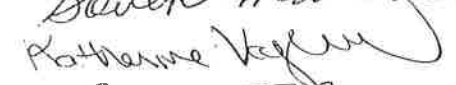

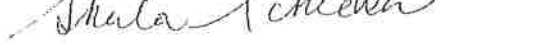

(pd)
(ERC)
ten (10)
calendar
day


Frank Paves

Aristotle Cyle 12/20/16


Hengette Hain

Frank Mc Caffrey

Lisa Miller


Philip Moran

Linda G. Fesler

Christa M. Considine

Steven Martin

Katherine Vagstad

Zee Belang

Shala Schucka

TENTATIVE AGREEMENT

March 9, 2017

HPAE Proposal #21

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.

HPAE:

AAC/Sunrise House:



Charles Belongue

Frank A. Fessenden

Frank P. P. P.

Shirley Schuck

Steve Miller

Matthew Vague

Steven Martin

Georgette Hui

Christa Consideine




TENTATIVE AGREEMENT

November 15, 2016

HPAE Proposal #24

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.

This tentative agreement is ~~conditioned on agreement on the definition of seniority~~ **subject to agreement on other provisions on seniority** 

HPAE:

AAC/Sunrise House:

Skula Schuckin
Phyllis Belange
Christina Conscience
Frank G. Tesoro
[Signature]
[Signature]
Steven Martin
Krank Cousins
Stu Miller
Georgette Hani

TVA ^{11/15}
11/15/16
Chris [Signature]
[Signature]

TENTATIVE AGREEMENT

March 23, 2017

HPAE Proposal #23

3.07 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 (1) 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.

HPAE:

AAC/Sunrise House:

Heather D. [Signature]
[Signature]
Steven Martin
Phyllis Belans
Tanna Namara
Frank Ruane
[Signature]
[Signature]
Frank A. [Signature]

[Signature]
[Signature]
Frank McCaffrey
[Signature]
Christa Considine

TENTATIVE AGREEMENT

March 29, 2017

HPAE Proposal #26

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 3rd 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

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.

HPAE:

AAC/Sunrise House:

Andie G. Jescini
Philip Adams
Frank McCaffrey
Katherine Vignoli
Shela Tucker
Joyce Beland
Steven Martin
Christa Considine
Kim Wiggins
John D. Dill
Hazel H.
Phyllis



TENTATIVE AGREEMENT

March 29, 2017

HPAE Proposal #27

4.03 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.

HPAE:

Shala Schuba
Phyllis Belang
Steven Marten
Christa Considine
Tina Wieg
[Signature]
Linda P. Fescio
Kathleen Vojan
Phyllis [Signature]
Frank McCaffery
[Signature]
Heidi Hau

AAC/Sunrise House:

[Signature]

TENTATIVE AGREEMENT

January 12, 2017

HPAE Proposal #34



5.06 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 paid breaks each shift.

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

HPAE:


Kathleen Wynne
Shula Schuck
Francis McCafferty


AAC/Sunrise House:


Carly Anderson


TENTATIVE AGREEMENT

January 12, 2017

HPAE Proposal #35

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.

HPAE:

AAC/Sunrise House:


Stephen Vignone

Shula Luch

Frank McCaffrey





TENTATIVE AGREEMENT

January 12, 2017

HPAE Proposal #37

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 the Monday or Thursday following the report of the problem, whichever day comes first.

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.

HPAE:


Kathleen
Shirley
Francis M. Colby
Ernie

AAC/Sunrise House:




TENTATIVE AGREEMENT

January 12, 2017



HPAE Proposal #42

6.08 Charge or Lead Pay

Employees in any department or unit who rotate to Charge or Lead position will receive an additional one dollar (\$1) per hour for each hour in charge.

Agreement on this provision is conditioned on resolution of the bargaining unit issue concerning inclusion or exclusion of Charge Nurses and Lead BHTs. If that issue is not resolved, this tentative agreement is null and void.

HPAE:


Shula Schucker
Steven Martin
Shireen Blass
Donna Mcnamara
~~Shirley~~
Lita Miles
Frank Mc Caffrey
Philip Carson
Christa Considine

Frank Luano
Linda G. Fiske
Katherine Vojten

AAC/Sunrise House:



TENTATIVE AGREEMENT

March 23, 2017

HPAE Proposal #44

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 time off 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.

HERO Eligible employees may use their PTO balance at any time, provided approval from his/her ^{DEPARTMENT} direct-supervisor 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.

Employees on a leave of absence do not accrue PTO.

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

Per diem employees are not eligible for paid time off.

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 | 22 | 176 | 0.0846 | 7.333 | 176 |
| 1 to 2 years | 23 | 184 | 0.0885 | 7.667 | 272 |
| 2 to 4 years | 26 | 208 | 0.1000 | 8.667 | 344 |
| 4+years | 31 | 248 | 0.1192 | 10.333 | 420 |

PTO hours are paid at the employee's current regular compensation rate for the amount of PTO requested.

HPAE:

Sheila Schuber *Steve Miller*
Steven Martin *Christa Considine*
Shylle Belange *Frank Puentes*
Anna McNamara *Andre G. Hume*
[Signature] *[Signature]*

AAC/Sunrise House:

[Signature]
Francis McCaffrey
[Signature]

TENTATIVE AGREEMENT

January 12, 2017






HPAE Proposal #46

7.04 Holidays

The Employer recognizes the following holidays:

- New Years Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

HPAE:



Heather Ryan

Shira Schuck

Frank McCafferty

Jennifer

AAC/Sunrise House:


Cindy Anderson


TENTATIVE AGREEMENT

January 12, 2017


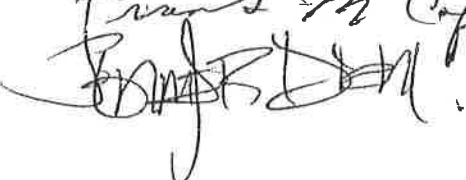
HPAE Proposal #49

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.

HPAE:


Matthew Wagner
Shula Schuler
Francis Mc Cafferty


AAC/Sunrise House:


Cindy Hurd


TENTATIVE AGREEMENT

February 13, 2017

HPAE Proposal #50

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 EMPLOYER WILL PROVIDE THE EMPLOYEE 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.

HPAE:

AAC/Sunrise House:

Joseph DeM...
Donna McNameara
Philip Nason
Frank Perano
Guido G. Fesic
Shula Schucker
Steve Martin
Christa Considine
HAJ...
Stu Miller
Georgette Har...
Francis McCaffrey

[Handwritten signature]

TENTATIVE AGREEMENT

March 9, 2017

HPAE Proposal #52


8.01 Request and Approval for Leaves

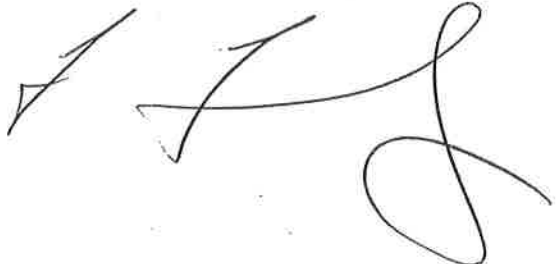
An employee shall notify his/her supervisor at least one (1) month prior (or as soon as possible in the case of an emergency) to when a leave of absence is needed. Written approval by the Human Resources Department is required for all leaves. Requests for a leave shall not be unreasonably denied. The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

HPAE:

AAC/Sunrise House:


Cherise Belange
Guido A. Feresca
Frank P. Paves
Shuia Schucker
Stu Miller
~~Mark Vigne~~
Steven Marten
Georgette Hani
Christa Considine
Ernie Dean



Memorandum of Agreement

November 16, 2016

This is an interim agreement made between the AAC/Sunrise House ("Employer") and Health Professionals and Allied Employees ("Union") regarding the Employer's decision to discontinue the Finance and Medical Records departments at their facility in Lafayette, NJ.

1. The Employer agrees that any bargaining unit employee affected by the closure of the Finance and Medical Records departments shall have the right to fill a current, vacant position, provided that the employee is qualified to perform the job duties of the position with an orientation of no longer than one (1) week and accepts the wage rate and work schedule of the position.
2. In the event that positions in the Employer's Lafayette, NJ facility and other AAC facilities in New Jersey become available after affected employees are laid off, the laid off employees will have the right to fill such positions, provided that the employee was in good standing at the time of separation and is qualified to perform the job duties of the position with an orientation of no longer than one (1) week and accepts the wage rate and work schedule of the position.
3. Assuming two or more employees affected by the layoff wish to transition into the same job opening, and assuming they are both qualified to perform that job, as determined by the Company, and that they accept the terms and conditions of the job, then they will be selected on the basis of seniority.
4. The parties agree that this is an interim agreement which shall expire upon either a resolution of the current negotiations for a collective bargaining agreement or upon a lawful impasse in negotiations.



11-16-16

Phil Denniston, Director Organizing
Health Professionals and Allied Employees



11-16-16

Christopher Coxson, Attorney for
American Addiction Centers, Inc.

Last, Best and Final Interim Agreement on Health Care
November 22, 2016

This is an interim agreement made between the AAC/Sunrise House ("Employer") and Health Professionals and Allied Employees ("Union") regarding Health Insurance.

1. The Union and Employer agree that, effective January 1, 2017, the Employer will change the health insurance offered to employees from the current Cigna plans (EPO and POS) to Aetna plans (Base PPO and Buy-Up PPO).
2. Effective January 1, 2017, the employees' share of premium costs per pay period shall be as follows:

| | Employee | Employee + Spouse | Employee + Children | Employee + Family |
|---------------------|----------|-------------------|---------------------|-------------------|
| Aetna Base PPO Plan | \$0 | \$344.13 | \$271.61 | \$618.27 |
| Aetna Buy-up Plan | \$18.44 | \$382.34 | \$305.66 | \$672.44 |

3. Effective January 1, 2017, the Employer, Sunrise House will establish a Health Reimbursement Account to cover the Sunrise House bargaining unit employees enrolled in the Aetna Base Plan up to a maximum \$600 in approved eligible claims for deductibles, co-pays, and co-insurance incurred for the employee and/or dependents covered under the plan. This is a one year proposal for the plan period January 1, 2017 through December 31, 2017. Claims must be incurred in 2017 to be eligible for reimbursement and there will be a claim submission deadline after year end for any paper claims that weren't paid by the debit card at the time of service.

Health Professionals and Allied Employees

American Addiction Centers, Inc.


Phil Denniston
11-22-16
date


Christopher Coxson
11-22-16
date

Frank Ruane
Skula Schuber
Kathleen V...
Frank McCallister
Christa Considine
Steve Martin

Donna McNamara
José A. Ferris
attorney for Company

Memorandum of Agreement December 23, 2016

This is an interim agreement made between the AAC/Sunrise House ("Employer") and Health Professionals and Allied Employees ("Union") regarding staffing coverage.

The Employer agrees that on December 24, 25 and 31, 2016 and on January 1, 2017 it will pay nurses one and one half (1 ½) times their regular pay rate for all non-overtime hours worked. The Union agrees that it will work cooperatively with the Employer and ensure that any gaps in the nursing schedule (including additional shifts being covered by the Director of Nursing), will be filled during the holiday weeks ending January 2, 2017 and that staffing will not be compromised by any empty shifts whether due to call-outs or any other reason.

This interim agreement does not change the requirement that all Sunrise House employees report for work punctually and work all scheduled hours and any authorized overtime. Consistent with current policy, employees who are unable to work a scheduled shift on one of the above holidays will obtain coverage that does not result in overtime.

This Interim Agreement will continue in effect until a full initial collective bargaining agreement is negotiated by the parties.

Health Professionals and Allied Employees

American Addiction Centers, Inc.

Phil Denniston

/s/Christopher Coxson

Counsel for the Employer

Memorandum of Agreement

January 12, 2017

This is an interim agreement made between the AAC/Sunrise House ("Employer") and Health Professionals and Allied Employees ("Union") regarding the hiring of cleaning services staff to perform housekeeping duties at the Employer's their facility in Lafayette, NJ.

1. The Employer may use a cleaning services company to provide staff, on a temporary basis, to perform housekeeping duties. The use of a cleaning services agency shall cease no later than January 27, 2017, provided that the Employer can have an extension of two (2) weeks to use such agency if there is still a need for Housekeeping staff despite the Employer making all reasonable efforts to hire employees for these positions.
2. The use of such cleaning services staff shall not negatively impact bargaining unit employees, including but not limited to a reduction of hours or layoff of bargaining unit employees.
3. The Employer shall make every reasonable effort to recruit and provide orientation for regular employees who will perform housekeeping duties. The Employer shall notify the Union of such efforts, including the following:
 - i. All job postings both internal and external
 - ii. The number of applicants for housekeeping positions
 - iii. The number of applicants who have received interviews to applicants
 - iv. The date(s) when employees hired for Housekeeping positions will begin
4. The Union shall provide the Employer of a list of issues and concerns regarding the Housekeeping department. The facility CEO shall report to the Union the status of such issues and concerns.

HPAE: ^{PA} AAC:

AA
HPAE:
AAC, Inc.:

Christopher Cyson
attorney for AAC

