

**CONTRACT BETWEEN**

**ARMS ACRES, INC.**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**AUGUST 1, 2018 – JULY 31, 2021**

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

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CONTRACT BETWEEN ARMS ACRES, INC  
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**ARTICLE 1: AGREEMENT**

This is an agreement between Arms Acres, Inc. hereinafter referred to as "Employer", and the Communications Workers of America, hereinafter referred to as "Union."

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AND COMMUNICATIONS WORKERS OF AMERICA

**ARTICLE 2: RESPONSIBLE UNION-EMPLOYER RELATIONSHIP IN  
BEHAVIORAL HEALTHCARE INDUSTRY**

The Employer and the Union recognize that it is in the best interests of parties, the employees, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representatives of all employees covered by this contract. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

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**ARTICLE 3: RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all full time, part time, temporary employees and per diem professional, technical and support staff for the job titles listed in Appendix A including regional offices and outpatient clinics employees employed at 75 Seminary Hill Road, Carmel, NY and all satellite locations,

Exclusions:

All other employees including Managers, Human Resource Personnel, Security Guards, Nurse Practitioners, Physician Assistants, Physicians, Psychologists, Administrative Assistants, Payroll, confidential employees, and Supervisors as defined in the National Labor Relations Act.

Section 2. The Employer agrees not to sell its business or any portion of its business at any of the Employers locations covered by this Agreement to a purchaser who would provide health care services without expressly providing in the contract of sale that the purchaser shall be bound by all of the contract rights of the employees under this collective bargaining agreement. The Employer shall provide at least five (5) days prior written notice of any such sale to the Union.

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**ARTICLE 4: NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or in favor of an employee on the basis of one's actual or perceived race, color, religion, sex, sexual orientation, marital status, age, national origin, disability, familial status, military or veteran status, ancestry, ethnicity, citizenship, genetic information, predisposing genetic characteristics, or status as a victim of domestic violence, stalking and sex offenses, or any other status protected by federal, state or local laws. The parties agree that except with respect to union activities alleged violations of this provision shall not be subject to the arbitration provisions of this Agreement.

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**ARTICLE 5: AGENCY SHOP AND DUES DEDUCTION**

Section 1. All employees, who are members of the Union on the effective date of this Agreement, shall, as a condition of employment, remain members for the term of this Agreement. All employees who wish to join the Union and do so after the effective date of this Agreement, shall, as a condition of employment, remain members of the Union for the term of this Agreement. The Employer will be given a current list of Union members on request, but not more often than once a month.

The Employer will provide the Union, on a monthly basis, an alphabetical bargaining unit list with the information provided below.

1. First name, last name, and middle initial (when applicable);
2. Social Security Number, Payroll ID, or other unique identifier readily available to the Employer;
3. Mailing Address including City, State and Zip Code;
4. Phone Number;
5. Work Department;
6. Standard Hours and shift;
7. Grade;
8. Tier;
9. Job Title;
10. Hourly Rate;
11. Hire Date; and
12. Benefit Accrual Date.

This information is due no later than the tenth (10<sup>th</sup>) day of the following month. The Employer will provide to the Union a separate list for terminated employees, new hires, and employees who have been on a leave of absence, disability or Workers' Compensation. The Union will receive a quarterly list no later than January 31<sup>st</sup>, April 30<sup>th</sup>, July 31<sup>st</sup>, and October 31<sup>st</sup> of each year.

Section 2. Employees who have not joined and do not wish to join the Union must pay to the Union an amount equal to the periodic dues applicable to members.

Section 3. The Employer agrees that upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct from such employee's wages the amount of union dues or agency fee as specified in such request and forward the full amount thus deducted to the Treasurer of the Union or his/her authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.



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**ARTICLE 5: AGENCY SHOP AND DUES DEDUCTION (CONTINUED)**

All union dues or agency fee calculations shall be based upon an employee's base wages not to exceed 40 hours per week and shall not include overtime or any differentials.

Section 4. In general, dues deductions or agency fee will be made or revoked in designated pay periods in the current payroll for properly executed deductions authorizations or revocations received by the appropriate Employer representative on or before the last day of the previous payroll period.

However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors.

Section 5. The Employer agrees to make payroll deductions of one (1) initiation fee when authorized to do so by the employee on a form as set forth in Attachment A in an amount as certified to the Employer by the Treasurer of the Union and to pay over to the Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

Section 6: Political Action Fund Contributions

1. The Employer and the Union shall also provide for a program and procedure whereby eligible employees of the Employer may make voluntary contributions through payroll deduction to CWA's Political Action Fund (PAF), a separately segregated political action committee sponsored by the Union.
2. Eligibility to participate in contribution to PAF through the payroll deduction program is restricted to those employees of the Employer who are certified by the Union as eligible to participate under the applicable federal and state laws.
3. Participation by any such employees shall be on a completely voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union. Participating employees may withdraw their authorization at any time, provided it is in writing and consistent with the terms herein. Initial enrollment and amount of the employee's contribution shall be submitted on an official "CWA COPE Contributions Committee (CWA-COPE PCC) Payroll Authorization Card". Such enrollment can be modified or discontinued via the employee's request on same. The Union shall be responsible for notifying the Employer promptly when any such employee is no longer eligible to participate.

Section 7. The Employer shall assume no obligation, financial or otherwise, arising out of provisions of this Article and the Union shall indemnify and hold the Employer harmless from any claims, actions, or proceedings, including, without limitation, all attorneys' fees associated therewith by an employee arising from an employee termination action taken pursuant to this Article.

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**ARTICLE 6: UNION REPRESENTATION**

Section 1. The Union may select from employees in the bargaining unit, Union Stewards in any reasonable number it desires for the purpose of handling grievances or other legitimate Union business directly related to the Employer. Paid time off as provided for in Section 3 of this Article shall be provided to each location in the bargaining unit for Union designated Stewards and Chief Stewards.

If a Steward is not available for Union business, a representative of the Union may identify themselves to the supervisor as the person who will be acting on behalf of the Steward for the period of the absence of such Steward.

Section 2. The Union shall furnish the Employer a listing of designated Stewards monthly. Wherever there is a change in Stewards, the Union shall give written notice to the Employer and such list of change notice shall be authorized and executed by the Union's Local President, or such other Union official designated by the Union.

Section 3. Stewards shall restrict their activities on behalf of the Union to the handling of grievances or other legitimate Union business, directly related to the Employer and in this connection, shall be provided a reasonable amount of time for this purpose. Stewards, including the Chief Stewards, shall record any substantial amount of time used for union business on their time sheet.

The following represents a guide as examples of legitimate Union business:

- a) Time spent in meetings mutually agreed upon between the Union and the Employer;
- b) Time spent in processing grievances; and
- c) Time spent in representing employees at disciplinary investigations and/or meetings.

Section 4. Stewards shall be required to obtain approval from their immediate supervisor to leave their workstations or to take time to investigate and adjust grievances. Where practical, such approval, subject to limitations set forth in Section 3, shall be granted without unreasonable delay. It shall be understood that Stewards shall report back to their workstations promptly after the completion of Union business.

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**ARTICLE 6: UNION REPRESENTATION (CONTINUED)**

Section 5. It is agreed that soliciting of membership for the bargaining unit shall be allowed in nonworking areas on Employer premises, but not on Employer paid time.

Section 6. When an employee covered by this Agreement is interviewed by any representative of the Employer when the result of such interview reasonably could be discipline for such employee, the employee will be so informed and will be offered union representation during such interview. The Union representative may be present during the Employer's representative's interview or investigation.

Section 7. In the event a reopening of this Agreement is necessary, the Employer agrees that it will negotiate such a re-opening of this Agreement in a mutually agreeable time frame which will not necessarily be between 9:00 a.m. and 5:00 p.m. Monday through Friday.

Section 8. The Employer shall provide a reasonable amount of time per contract year of unpaid excused absence time for union business to employees in the following union positions: chief stewards, stewards, and committee members. The Local Union shall provide the Employer with at least six (6) weeks advance notice of such absences if possible and no less than three (3) weeks, in any circumstances and it understood that no more than four (4) employees may be excused at any one time and no more than two (2) employees in any job classification. If such request would significantly impact the Employer's operations, the Employer and Union shall discuss alternatives to avoid such situation(s).

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**ARTICLE 7: ACCESS TO FACILITY - UNION REPRESENTATIVES**

Accredited Union officers and representatives not employed by the Employer will have reasonable access to the Facility premises for the purpose of conferring with management, subject to reasonable advance notice and mutually convenient scheduling.

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**ARTICLE 8: ORIENTATION PERIOD**

Section 1. All full-time employees shall be in the orientation period for a period of ninety (90) calendar days following their date of hire inclusive of the initial new hire orientation training. All part time and per diem employees shall be in the orientation period for a period of the greater of: (a) ninety (90) calendar days; or, (b) five hundred twenty (520) hours of work.

Section 2. The Employer may at its option extend the orientation period by up to thirty (30) calendar days by giving notice of the extension in writing, inclusive of a plan of correction, developed by the employer, to the employee, seven (7) days prior to the expiration of the ninety (90) calendar day orientation period. A copy of such notice shall be furnished to the Union.

Section 3. Notwithstanding any other provision of this Agreement during the orientation period or any extension thereof, the Employer may discipline, or discharge, an employee in the orientation period without recourse to this Agreement.

Section 4. Upon completion of the orientation period, an employee's length of service will be calculated from the first day of work.

Section 5. The Employer will make arrangement for all new Bargaining Unit employees to have up to thirty (30) minutes during their initial new-hire orientation training to meet with Union representatives for the purpose of orientating the new employee to the terms of this Agreement.

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**ARTICLE 9: CATEGORIES OF EMPLOYEES**

Section 1. A full-time employee is defined as one who is regularly scheduled to work thirty-two (32) hours or more in a workweek. Full time employees shall be entitled to benefits as expressly set forth in this Agreement.

Section 2. A benefit eligible part-time employee is defined as one who is regularly scheduled to work at least twenty (20) hours and less than thirty two (32) hours in a workweek. Benefit eligible part-time employees are entitled to certain pro-rated benefits as expressly set forth in this Agreement.

Section 3. A non-benefit part-time employee is defined as one who works less than twenty (20) hours per week and shall not be entitled to benefits.

Section 4. A per diem employee is defined as provided in Article 10 of this Agreement, which is entitled "Per Diem Employees". Said employees shall not be entitled to benefits.

Section 5. A temporary employee is defined as provided in Article 11 of this Agreement, which is entitled "Temporary Employees". Said employees shall not be entitled to benefits.

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**ARTICLE 10: PER DIEM EMPLOYEES**

Section 1. A Per Diem employee is one who works on a day-to-day basis in accordance with the provisions of this Article and at least one shift a week and at least forty (40) hours a month. A Per Diem employee will not be used to permanently replace a full-time or benefited part-time employee. A Per Diem employee will be used in the following manner: to cover employees on vacation, holidays, weekends, sick days and to supplement the regular staff.

Section 2. Per Diem employee must commit to a minimum of:

- A. 2 weekend shifts per month
- B. 3 other shifts per month
- C. 1 major summer holiday
- D. 1 major winter holiday

There is no guarantee of a specific number of hours or shifts.

If an individual requests to work more than five (5) shifts per month, the requests may be honored only if additional shifts are requested on Saturday or Sunday (any shift) or on the evening and/or night shift (any day of the week) or if no one else is available. The Employer shall maintain a roster of hours worked.

Section 3. Per Diem employees shall submit their schedule availability for four (4) week periods at least two (2) weeks in advance of the date that the monthly schedule is due to be posted. Schedules to the extent known for per diem employees will be posted at least two (2) weeks in advance of the time the employee is scheduled to work. Schedule preference will be honored whenever possible in order of seniority. Per Diem pools/lists shall be posted in a mailroom and updated monthly. The pools/lists shall be sequenced in order of seniority. Per Diem scheduled shifts will be offered on a rotational basis with respect to the pools/lists sequence. Per Diem employees may request to work additional shifts after the schedule is posted and such requests shall be approved or disapproved at the discretion of the supervisor.

Section 4. It is expected the Employer shall give Per Diem employees, as much notice of cancellation of services for any scheduled shift as is reasonable under the circumstances.

Section 5. It is expected that the Per Diem employee shall give the Employer at least eight (8) hours notice for cancellation of any unscheduled shift and seventy-two (72) hours notice for cancellation of any pre-scheduled shift.

Section 6. A list of all Per Diem nurses who voluntarily agree to assume charge will be compiled and when a Per Diem nurse is needed for charge, an individual whose name appears on this list will be assigned in order of seniority.

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**ARTICLE 10: PER DIEM EMPLOYEES (CONTINUED)**

Section 7. A Per Diem rate shall be established for Per Diem employees in each category. If market conditions require that the Employer hires a new Per Diem employee in the same category as a higher or lower rate of pay, the rate of pay for all Per Diem employees in that category shall be raised or lowered, as the case may be, to the new rate.

Section 8. Overtime provisions negotiated shall also apply to Per Diems. Charge nurse pay shall be paid if applicable.

Section 9. Per Diem employees are not entitled to benefits including, without limitation, insurance benefits, paid holidays off, vacation days, paid sick days, with the exception of the 401(k) Plan as defined in the Summary Plan Description.

Section 10. Per Diem employees are entitled to Workers' Compensation Liability Coverage and disability benefits to the extent required under applicable laws.

Section 11. When a Per Diem employee changes to full-time or benefited part-time employee status, s/he will maintain his/her date of hire and have his/her Benefit Accrual Date adjusted as per Article 39, Section 3. A Per Diem employee who changes to a full-time or benefited part-time employee will be entitled to those benefits that the new Benefit Accrual Date would afford him/her.

Section 12. Any Per Diem employee that fails to work three (3) assigned shifts, absent verified medical justification, within a thirty (30) day period shall be removed from the Per Diem pool/list.



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**ARTICLE 11: TEMPORARY EMPLOYEES**

Section 1. A temporary employee is an employee hired for a specific job of limited duration not exceeding six (6) months.

Section 2. Temporary employees will not be utilized to do bargaining unit work which can be performed by a qualified available laid off employee who is willing to work as a temporary employee.

Section 3. Time worked as a temporary employee shall be considered as time worked in the orientation period.

Section 4. If the Employer desires to fill a regular position that has been filled by a temporary employee, the position shall be posted and filled through the normal process as outlined in Article 41, Transfers and Promotions.

Section 5. If a temporary and/or agency employee is selected to fill a regular position with no break in service, the employee's original date of hire will be maintained and the orientation period will be credited with such period of temporary and/or agency employment determined according to that date. If a temporary and/or agency employee is selected to fill a regular position other than the position worked while in a temporary status and the orientation period has been worked, the employee will work a ninety (90) day orientation period in the new position for job evaluation only.

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**ARTICLE 12: HOURS OF WORK AND OVERTIME**

Section 1. The workweek for all employees covered by this Agreement will begin at 12:01 a.m. on Sunday each week and end the following Saturday at 12:00 midnight.

Section 2. Should it be necessary to make a major change (defined for the purposes of this Section 2 only as regular changes in shifts, tours, or days off) in the scheduling method or starting and ending times in any department, the Employer will produce a suggested change in writing at least twenty (20) calendar days prior to its proposed implementation and give the Union an opportunity to write and present a proposal for discussion regarding the change prior to the date of implementation. Employees will be given at least fifteen (15) calendar days' notice of the changes. In emergency situations, the twenty (20) days' notice to the Union can be waived if mutually agreeable to the Union and the Employer in which case the Union will be notified fifteen (15) calendar days in advance. Subject to the provisions of this Article the present work days and shifts are variable and are assigned by the supervisor to whom those job titles report. In the event of a documented regulatory change that is issued which provides less than twenty (20) days' notice of such change, the Union shall be notified immediately upon receipt of such change.

Section 3. Assignments and work schedules should be posted at least four (4) weeks in advance of time the employee is expected to work for regular full time or part time employees. When an employee has scheduled time off, that employee will not be responsible for finding a replacement. Assignments and work schedules may not be changed without the knowledge and approval of the responsible supervisor, and the knowledge of the affected employee.

Section 4. Routine time off requests shall be located in each work area. The approval or disapproval of these requests shall be made as soon as reasonably possible, shall be included in the posted schedule, and shall not be unreasonably denied.

Section 5. Subject to Section 2 and 3 above the facility will endeavor to maintain for each employee a set pattern of weekends on and weekends off. Full-time employees will not be assigned to work more than twenty-six (26) weekends per year, or fifty-two (52) weekend shifts per year, except (a) where an employee agrees to or requests another schedule of days off and the Employer consents, (b) where the Union and the Employer otherwise agree to a different schedule with respect to a particular unit, department or job classification.

Section 6. An employee shall work hours assigned and if required a reasonable amount of overtime. Except in emergencies, the Employer will endeavor to use the overtime sequence of call list. Overtime shall be worked on an equalization basis by job title and department. Overtime shall be charged by the number of hours worked and refused, by payroll period. When seeking employees to work overtime the Employer shall begin asking the employee with the least amount of charged time according to the current overtime equalization schedule as maintained and provided by the Union.

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**ARTICLE 12: HOURS OF WORK AND OVERTIME (CONTINUED)**

When an employee is newly hired or transferred from another department s/he will be charged with the average overtime of the department now assigned to.

Monthly overtime lists showing hours worked in each department, job title and by employee, shall be provided to the Chief Steward by the fifteenth (15<sup>th</sup>) day of the following month.

Section 7. Each employee shall be given a fifteen (15) minute rest period, with pay, reasonably near the mid-point of the first one-half (½) of their shift and the second one-half (½) of their shift.

Section 8. Each employee who works six or more hours per shift shall have an unpaid thirty (30) or sixty (60) minute break reasonably near the midpoint of their shift, depending on their schedule for a meal break and applicable law. Employees will be paid for missed meal breaks if approved by the immediate supervisor, which approval shall not be unreasonably withheld.

Section 9. Overtime shall be paid to all non-exempt employees covered by this Agreement. Overtime shall be paid at the rate of time and one-half an employee's basic hourly rate for actual hours paid in excess of forty (40) in a work week. The following paid absences shall be considered as time worked for the purposes of computing overtime: vacation days, holidays and personal days.

Section 10. Employees will be paid at one and one half (1.5) their hourly rate for all hours worked on Thanksgiving, Christmas, New Years, July 4th, Memorial Day and Labor Day.

Section 11. With respect to increasing number of work shifts and their starting and ending times and the alteration of normal workday and workweek by the facility to permit experimentation with other systems of scheduling work time will be permitted, after prior discussion with the Union. Such experimentation shall not exceed three (3) months. Such time in experimentation shall fulfill the requirement to authorize a change required in Section 2 hereof. However another discussion with the Union shall take place within seven (7) days of the experimentation becoming a regular work schedule.

Section 12. Employees shall not be scheduled for a shift beginning less than ten hours from the end of their last shift except on a voluntary basis.

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**ARTICLE 13: WAGE DIFFERENTIALS**

Section 1. Differentials will be paid to all full time and part-time employees, per diem RN and per diem LPN employees, for hours worked on the evening, night and weekend shifts in accordance with the provisions of this Article. All per diem employees will be entitled to differentials for hours worked on the evening, night and weekend shifts in accordance with the provisions of this Article.

Section 2. Shift differential will be used in calculating the average rate of pay for the computation of overtime but shall not be included in sick time, personal time or holiday time unless the employee is regularly assigned to shift work.

Section 3. Evening and Shift Differential. Eligibility for evening and night shift differential will begin at 3:00 p.m. and end at 8:30 a.m. Shift differential for evening and night shifts shall be 10%. The employee must work four (4) hours into the shift to qualify for shift differential, except for dietary employees who must work three (3) hour into their shift to qualify.

Section 4. There shall be pyramiding of shift differentials.

Section 5. Weekend differential. Weekend differential will begin on 12:01 a.m. on Saturday and end at Midnight on Sunday. Effective the first full bi-weekly payroll after January 1, 2019 shift differential for weekend work shall be \$0.65 per hour. The employee must work four (4) hours into the shift to qualify for the shift differential.

Section 6. Charge pay. In addition to the charge nurse, employees assigned to charge duties shall be paid, effective the first full bi-weekly payroll after January 1, 2019, an additional \$1.90 per hour for all hours worked in that assignment. Charge shall be defined as an employee: (1) designated by the manager, on a rotational basis if applicable; (2) who assumes the manager's job duties; and (3) for a defined period of time in the manager's absence.

Section 7. Training/Preceptor Pay. Effective the first full bi-weekly payroll after January 1, 2019, in addition to their base pay, training/preceptor payment of \$0.80 per hour shall be paid for all time in excess of one (1) hour that an employee is assigned by the Employer to training/preceptor responsibilities. The Employer will create a training/ preceptor pay form for such pay. The applicable manager and the employee must sign that form and submit it to payroll.

Section 8. Differential for Work in a Higher Classification. An employee who is required to work in a higher rated position shall be paid at the lowest wage step of the higher rated position that represents an increase from his/her current wage rate.

Section 9. Bilingual staff who utilizes their bilingual skills for direct patient care (clinical/nursing/intake/admissions and other assignments) will be given a step increase on hire.



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**ARTICLE 14: ON-CALL PAY**

Section 1. An hourly nonexempt employee will be considered "on-call" and entitled to on-call pay as described in this Article in either of the following situations:

- a.) When the employee is required by the employer to carry a cell phone for a specific period of time he/she must remain available to receive calls on the cell phone.
- b.) When the employee must remain at a single location for the purpose of being available to receive a telephone call to report to work.

Section 2. An employee will not be considered on-call in any situation other than those described above.

Section 3. An employee on-call as described in (a) and (b) above will be entitled to two (2) hours of pay at the employee's base rate for every eight (8) hours spent on-call. The rate paid for in both (a) and (b) will be prorated for hours less than eight (8) hours spent on-call.

Section 4. An employee shall be entitled to a minimum of four (4) hours pay or pay for the hours actually worked on the call-in, whichever is greater, plus any on-call pay they are due when the employee who is on-call and is called in to work and reports for work.

This call-in payment will be made at the base rate or at time and one-half as appropriate for hours paid over forty (40) and will include shift differential if applicable.

Section 5. Hours spent or paid for on-call shall not be considered as hours worked for the purpose of computing overtime.

Section 6. Only hours actually worked when the employee is called in will be considered for the purpose of calculating overtime.

Section 7. Employees who are not on-call and are not on the schedule to work may be contacted and requested to work. Any such employee who reports to work shall be paid a minimum of four (4) hours pay at straight time or for all time actually worked, whichever is greater. All hours actually worked shall be considered as time worked for the purpose of computing overtime pay.

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**ARTICLE 15: VACATIONS**

Section 1. All full time employees accrue vacation time from their Benefit Accrual Date. Employees are not eligible to take accrued vacation until after six (6) months of their Benefit Accrual Date. Benefited part-time employees will accrue on a prorated basis. If any employee leaves the employment of the Employer for any reason during the first six months of employment, such employee shall lose any right to any vacation accrued during that period.

Beginning on their Benefit Accrual Date full-time employees are eligible for vacation time as follows:

- 1.) All full-time employees with less than four (4) years of service will accrue ten (10) days in a calendar year.
- 2.) All full-time employees who have completed four (4) years of service by December 31<sup>st</sup> of a calendar year will begin to accrue fifteen (15) days on the first day of the first full pay period of the new calendar year.
- 3.) All full-time employees who have completed nine (9) years of service by December 31<sup>st</sup> of a calendar year will begin to accrue twenty (20) days on the first day of the first full pay period of the new calendar year.
- 4.) All full-time employees who have completed nineteen (19) years of service by December 31<sup>st</sup> of a calendar year will begin to accrue twenty-five (25) days on the first day of the first full pay period of the new calendar year.

Section 2. The first ninety (90) work days (18 weeks) in a calendar year of a leave of absence due to illness (regardless of whether or not it is covered by New York State Disability Insurance), paid or unpaid, will be considered as time worked for purposes of calculating vacation earning. If such absence exceeds ninety (90) workdays (18 weeks) in a calendar year, vacation will be prorated according to all paid hours of work for the entire calendar year, inclusive of ninety (90) days (18 weeks) of disability compensation.

The first six (6) months of paid or unpaid absence covered by Workers' Compensation will be considered as time worked for purposes of calculating vacation earning; if the absence exceeds six (6) months in a calendar year, vacation will be prorated as described above.

Employees cannot use accrued vacation time during the orientation period and are not entitled to be paid vacation time during the orientation period.

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**ARTICLE 15: VACATIONS (CONTINUED)**

Section 3. Vacation pay is calculated at the employee's regular base rate of pay as of the date the given vacation is taken. As applicable, shift differential payments for full time, and benefited part time shall be included in vacation pay for employees regularly assigned to shift work. Regularly assigned shall be the current level of shift work.

Section 4. Vacation checks are distributed in the same manner and schedule as regular checks unless special instructions are made in writing to the Human Resources Department for mailing or other alternative methods of distribution.

Section 5. Paid vacation shall be granted to benefited part-time employees under the same provisions applicable to full-time employees, except paid vacation for benefited part-time employees shall be determined as follows:

Vacation calculation for these employees who worked part of the year shall be determined as follows:

- a.) The number of vacation days shall be based on the employee's total length of continuous employment regardless of whether such employment is wholly or partially full-time, or benefited part-time.
- b.) After determining the number of vacation days as mentioned in (a) above, the number shall be reduced by one twelfth (1/12) for each month during the preceding year that the employee was not employed as a benefited part-time employee or full-time employee.

Section 6. An employee qualifying for vacation pay at the time of separation or layoff will have the vacation payment allocated to the week or weeks immediately following the last day of work before layoff or termination. When termination or layoff occurs for any reason, the vacation payment shall include all unused vacation days earned during the current year on a prorated basis. Employees should give a minimum of four (4) weeks' notice prior to resigning. Employees who resign with less than two (2) weeks' notice will not be eligible to receive payment for vacation days earned during the current calendar year.

Section 7. Checks shall be issued to cover vacation pay at layoff or termination, the check stub will specify the dates to which the vacation pay is allocated.



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**ARTICLE 15: VACATIONS (CONTINUED)**

Section 8. Two (2) days additional vacation allowance will be granted to all full-time and benefited part-time employees for perfect attendance during the entire preceding calendar year. New employees starting after January 1 but prior to July 1 of any calendar year shall be eligible to receive a maximum of one (1) additional day for perfect attendance during their partial year of employment. Participation in this bonus vacation plan is limited to full-time and benefited part-time employees.

Perfect attendance shall mean attendance at work for all workdays except, in accordance with the applicable leave Articles within this Agreement, vacation, personal days, holidays, bereavement (maximum of two 3-day leaves), or, provided an employee has worked at least nine (9) cumulative months in a year, perfect attendance shall also except military and jury duty leave (e.g., an eligible employee on military leave from September 1 to December 31 is ineligible for the perfect attendance bonus that year; however, if an eligible employee takes military leave from October 1, 2012 to March 30, 2013 and provided they otherwise had perfect attendance in each year, they would be eligible for the perfect attendance bonus in both years).

Section 9. All vacation-earning employees as described in this Article (i.e., full-time, benefited part-time) shall be permitted to take earned vacation time in increments equal to the number of hours in the employee's regularly scheduled shift in accordance with the guidelines listed as follows:

- a.) A report of hours showing the accumulation of earned vacation time for each employee shall be established and maintained by payroll and an employee may only take those hours of vacation time that have been earned and accumulated in this report. All vacation time not used within the year in which it is earned shall be carried over to the next year as floating holidays.
- b.) No part of this section shall be interpreted to mean that any employee is entitled to earn more than the total number of hours of vacation time described in Section 1 including such pro ration for less than full-time employment as described in Section 5.

Section 10. When there is a conflict in vacation selection between two or more employees, the highest seniority date as provided in Article 39, Section 1, shall govern.

Section 11. The Employer and employee will strive to schedule vacations at a mutually convenient time. The Employer shall not unreasonably change previously approved vacations.

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**ARTICLE 15: VACATIONS (CONTINUED)**

Section 12. VACATION ACCRUAL CONVERSION. Benefit eligible employees who have elected health insurance for the upcoming year will have the option at the end of the current calendar year to determine if they wish to allocate up to one-half (1/2) of their unused vacation accrual toward the payment of their upcoming year's biweekly health insurance premiums.

Section 13. Benefit eligible employees who have elected health insurance for the upcoming year will have the option at the end of the current calendar year to determine if they wish to allocate up to one hundred percent (100%) of their unused vacation accrual toward the payment of their upcoming year's biweekly health insurance premiums.

The value of the vacation medical reimbursement will be determined by the following formula:

(# of vacation accrual hours designated for medical reimbursement multiplied by the employee's hourly rate as of January 1<sup>st</sup>) divided by 26 pay periods.

Employees who terminate employment during the year will not be eligible to be paid out for unaccrued vacation medical reimbursement hours.

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**ARTICLE 16: HOLIDAYS**

Section 1. Except as provided below full-time and benefited part-time employees are eligible for the following sixteen (16) paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	President's Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Labor Day	Seven (7) Floating Holidays

a) If any employee leaves the employment of the Employer for any reason during the first six months of employment, such employee shall lose any right to any floating holidays during such period. Floating holidays may be used after three (3) months of employment. Floating holidays shall be scheduled on days selected by the employees in writing, subject to supervisory approval and the provisions of this Article, permission will not be unreasonably denied.

b) Full time employees will receive floating holidays for that year as follows:

- Seven (7) days if hired by January 31<sup>st</sup>
- Six (6) days if hired between February 1<sup>st</sup> and March 15<sup>th</sup>
- Five (5) days if hired between March 16<sup>th</sup> and May 15<sup>th</sup>
- Four (4) days if hired between May 16<sup>th</sup> and July 15<sup>th</sup>
- Three (3) days if hired between July 16<sup>th</sup> and August 31<sup>st</sup>

c) Benefited part-time employees will receive floating holidays on a prorated basis.

d) Employees shall have the option of observing Veterans Day and/or the day after Thanksgiving in lieu of Martin Luther King Day, President's Day and/or Columbus Day. Employees shall indicate their choice at the beginning of the calendar year, subject to management approval.

Section 2. Except for the seven (7) floating holidays, any of the holidays listed which fall on a Sunday will be observed on the following Monday, and those which fall on a Saturday will be observed the preceding Friday if the department is closed on the day of the holiday. The holiday will be observed on the date when it falls if the department / unit is open on the holiday.

Section 3. An employee who wishes to observe a religious holiday not observed by the Employer may request an exchange of Christmas Day, or a floating holiday, or an excused absence day without pay. Such request shall be submitted by the employee in writing to his/her supervisor prior to the scheduling of vacation in each department.

Section 4. Benefited part-time employees will receive holiday pay on a prorated basis.

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**ARTICLE 16: HOLIDAYS (CONTINUED)**

When an eligible employee changes status from benefited part-time to full-time, the next holiday earned shall be paid without pro ration.

When the change in status is from full-time to benefited part-time, the next holiday earned shall be paid with pro ration.

Section 5. This section applies to areas, which are open on major holidays and whose personnel work a traditional shift:

- a) A volunteer preference list will be posted from the first (1<sup>st</sup>) Monday in October to the fourth (4<sup>th</sup>) Monday in October each year to provide staff an opportunity to indicate their preferences for groups of holidays for the following year.

Assignments to work a holiday in each group will be determined by the employee's preference and previous year's holiday assignment.

- b) If staffing is not provided for, the employee who is least senior and / or had the holiday off the previous year shall be assigned to work that holiday. The affected employees will work only one holiday in each of the following groups:
  - 1.) New Year's Day, Memorial Day
  - 2.) Independence Day, Labor Day
  - 3.) Thanksgiving Day, Christmas

Any employee may volunteer to work more than three (3) holidays.

The holiday for the day and evening shift shall be the actual day of the holiday. The holiday for the night shift shall be the eve of the holiday.

- c) Subject to supervisory approval, employees may switch shifts without affecting the employee's holiday commitment.

Section 6. The holiday benefit of: (i) 8-hours of time off with pay; or, (ii) 8 hours of regular pay (prorated for part-time employees) may be taken in one of three ways with the approval of the employee's supervisor:

- a) The holiday falls on the employee's normal workday and s/he is scheduled to be off on that day for the holiday. The employee requests eight (8) hours of time off or regular pay. For example: Chris normally works full-time Monday-Friday and the holiday falls on a Monday and Chris requests the holiday benefit of regular pay. Chris receives 32 hours of regular pay and 8 hours of holiday benefit pay (requested on a Kronos) as set forth in (a).

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**ARTICLE 16: HOLIDAYS (CONTINUED)**

- b) The holiday does not fall on the employee's normal workday. The employee may either:
- 1) Request another eight (8) hour day off within 15 calendar days before or 15 calendar days after the holiday which request shall not be unreasonably denied. (Example: Chris works the normal work/week and requests a day off the next week on a Kronos sheet); or
  - 2) Request eight (8) hours of regular pay. (Example: Chris normally works Tuesday-Saturday. The holiday falls on a Monday. Chris requests 8 hours of regular pay as set forth in (ii(b)) and works Tuesday-Saturday that week. Chris gets paid 48 hours that week. The holiday benefit is not added to weekly overtime calculation).
- c) The employee works on the holiday. The employee receives the holiday pay rate for that holiday. In addition, the employee shall receive his/her holiday benefit. It is the responsibility of the employee to request such benefit. For example: Chris normally works Monday-Friday and the holiday falls on a Monday. Chris works the holiday (Monday). Chris receives the holiday pay rate as assigned to that holiday. In addition, Chris may request either 8 hours of time off or 8 hours of regular pay, the latter of which is not added to the overtime calculation.

Employees who are regularly scheduled to work ten (10) hour shifts shall be entitled to ten (10) hours of holiday pay except that when an employee opts under Section 6 paragraph (b) (2) above, for an extra days pay in lieu of a day off, he/she will receive eight (8) hours of pay.

In order for the employee to be eligible for the holiday benefit as described above, the employee must work his/her last regularly scheduled shift prior to the recognized holiday, and the first regularly scheduled shift after the recognized holiday, unless s/he is off for a scheduled personal day, vacation day, holiday, floating holiday or illness as documented by a treating physician. An employee, who is scheduled to work on the holiday, calls in and is unable to work for that shift, will be ineligible for the holiday benefit unless documented by a treating physician.

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**ARTICLE 17: PERSONAL DAYS**

Section 1. All full-time employees are eligible for two (2) Personal Days per calendar year on the first day of the first full pay period of the new year at eight (8) hours each. Benefited part-time employees will receive two (2) Personal Days per calendar year on the first day of the first full pay period of the new year on a prorated basis.

All full-time employees with fourteen (14) years or more of service are eligible for one (1) additional Personal Day per calendar year on the first day of the first full pay period of the new year at eight (8) hours each. Benefited part-time employees with fourteen (14) years of service will receive one (1) additional Personal Day per calendar year on the first day of the first full pay period of the new year on a prorated basis.

Section 2. Effective the first full bi-weekly pay period following ratification, Personal Days do not have to be scheduled in advance. Personal Days may be used in ¼ hour (i.e., 15 minute) increments of time or greater. Notwithstanding the prior sentences, Personal Days may not be taken on the day after Thanksgiving unless scheduled in advance with Management's approval. Notwithstanding the prior sentences of this Section, Personal Days may not be used between Christmas Day and New Year's Day except in cases of documented emergencies or unless scheduled in advance with prior management approval.

Section 3. Effective the first full bi-weekly pay period following ratification, Employees will be eligible to take Personal Days after successful completion of their orientation period. Benefited part-time employees hired before July 1 will be eligible for one (1) Personal Day on a prorated basis.

Section 4. Accumulated Personal Days are not payable to an employee upon termination of their employment. Unused Personal Days can be carried over to the following calendar year but must be used by March 31<sup>st</sup> of the following year or be lost.

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**ARTICLE 18: SICK LEAVE**

Section 1. Full-time employees shall receive six (6) sick days on the first day of the first full pay period of each year.

Newly hired full-time employees shall receive prorated sick days until the end of their first calendar year based on their date of hire and as set forth in the chart immediately below:

<i><b>If Hired:</b></i>	<i><b>FT New Hire Allocation</b></i>
1/1 to 2/29	6
3/1 to 4/30	5
5/1 to 6/30	4
7/1 to 8/31	3
9/1 to 10/31	2
11/1 to 12/31	1

Benefited part-time employees shall receive sick days on a pro-rated basis on the above dates.

Full-time employees shall earn one third (1/3) day of paid long-term sick leave for each calendar month of continuous employment. Sick leave will be earned only during a calendar month in which the employee has been at work at least two (2) full weeks. One work day is equivalent to eight (8) hours of sick leave.

Section 2. Effective the first full bi-weekly payroll period following ratification, during an employee's orientation period, s/he shall earn sick days but cannot use paid sick days until successful completion of their orientation period.

Section 3. If short-term sick time is not used during a calendar year, it shall be converted to long-term sick time. Long-term sick days shall accumulate from year to year up to a maximum of one hundred (100) working days.

Section 4. Long Term Sick Leave Utilization. An eligible employee may utilize Long Term Sick Leave after two (2) days or more of an illness documented by their licensed health care professional; if eligible, Long Term Sick Leave may be used from the first day of the absence. An employee may also use, on a one or two-day basis, a total of four (4) Long Term Sick days for documented medical procedures that require medically prescribed procedural sedation. The Union and Employer agree that long-term sick leave days are not intended to be used as an extension of short-term sick days when short-term time has been exhausted.

An eligible employee may utilize Long Term Sick Leave from the second (2) day or more of an illness documented by their licensed health care professional. An employee may also use on a one or two days basis, a total of four (4) Long Term Sick days a year for a documented medical procedures that require medically prescribed procedural sedation.

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**ARTICLE 18: SICK LEAVE (CONTINUED)**

Section 5. An employee may use any amount of his/her long-term sick days for all scheduled work days during the first seven (7) calendar days (five (5) working days) of any illness or injury for which the employee qualifies for and receives New York State Disability or Workers' Compensation insurance payments. Such pay shall be paid at the employee's regular basic rate including applicable shift differential. Pay for sick days for benefited part-time employees shall be on a prorated basis.

Section 6. The payment for all other sick days shall be made only if the employee has applied and is eligible for benefits under the New York State Disability Insurance and Workers' Compensation. In such cases, the Employer shall pay the difference between the employee's regular basic rate of pay (including shift differential) and the actual amount paid to the employee under New York State Disability Insurance or Workers' Compensation, up to the limit of the employee's accumulated sick days. When the actual period of disability exceeds the limits set by New York State Disability Insurance, the disabled employee can utilize their long term bank as outlined in Section 7 (a) below.

Payment for the waiting period, which is not covered by New York State Disability or Workers' Compensation, may begin as soon as eligibility is verified by a physician's statement, provided the employee has accumulated sick days.

Section 7. Long-term accumulation is reduced as follows:

- a.) One (1) day for each day paid for by the Employer where illness or injury is not covered by New York State Disability Insurance or Workers' Compensation.
- b.) One-half (1/2) day for each day paid for jointly by the Employer and New York State Disability Insurance.
- c.) One-third (1/3) day for each day paid for jointly by the Employer and Workers' Compensation.

Accumulated paid sick days are agreed to for the purpose of protecting the income of an employee when ill or injured and unable to work. Long-term sick days may also be used for illness of family members. Documentation of such may be required. Accumulated sick days are not payable to an employee upon termination of their employment for any reason.

Section 8. A benefited part-time employee shall be eligible to use sick days on the same basis as a full-time employee. Upon change in status from full-time or benefited part-time to non-benefited part-time or vice-versa an employee shall retain his/her sick days.



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**ARTICLE 18: SICK LEAVE** (CONTINUED)

Section 9. Employees are expected to notify their immediate supervisor of illness (or call to the designated telephone) at least one hour prior, or two hours prior for employees assigned to an evening or night shift, to the employee's scheduled starting time. The only exceptions shall be proven cases of complete inability on the part of the employee to make the call. Sick leave may only be used when an employee is ill or injured and unable to work.

Section 10. All benefit earning employees as described in this Article shall be permitted to take earned sick time in increments equal to the number of hours in the employee's regularly scheduled shift in accordance with the guidelines listed as follows:

- a.) A bank of hours showing the accumulation of earned sick time for each employee shall be established and maintained by payroll and an employee may only be paid those hours of sick time as are earned and accumulated in this bank.
- b.) The provisions of this Section shall apply to sick time taken for absences due to illness or injury not covered by New York State Disability Insurance or Workers' Compensation only.

Section 11. **SICK LEAVE CONVERSION** The method for converting short-term sick time into long-term sick time shall include the option of converting up to one-half (1/2) of that year's allotment of unused short-term sick time, on a dollar for dollar basis, into payment toward the employee's cost of health care coverage for the following year. The value of the short-term sick time that is converted to medical reimbursement will be derived by the following formula:

(# of unused short-term sick hours designated for medical reimbursement times the employee's hourly rate on January 1<sup>st</sup> of the year utilizing) divided by 26 pay periods.

**Section 12.** Benefit eligible employees, with five (5) years of service, who have elected health insurance for the upcoming year, will have the option at the end of the current calendar year to determine if they wish to allocate up to sixty (60) hours of their unused long-term sick accrual toward the payment of their upcoming year's biweekly health insurance premiums.

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**ARTICLE 19: LEAVES OF ABSENCE**

Section 1. Personal Leave of Absence

- a. The Employer may in its sole discretion grant a personal leave of absence without pay to employees who have completed at least one (1) year of employment. A written request for a personal leave must be presented to the employee's Supervisor or Department Head at least four (4) weeks before the leave is to begin.
- b. The leave of absence would be for a period of thirty (30) calendar days or less. Under certain circumstances, an extension may be granted for an additional thirty (30) calendar day period if a written request is submitted to the Employer and approved by the Employer prior to the expiration of the leave.
- c. While an employee is on a personal leave of absence, they will be on "inactive" status and will not be entitled to receive or accrue benefits, other than health and dental insurance. The employee's length of service will remain unaffected for up to thirty (30) calendar days. If the leave is extended beyond thirty (30) calendar days, the length of service stops accruing until the employee returns to work. Upon returning to work, the employee will be eligible to accrue and resume all benefits as prior to the start of the leave. Subject to applicable law, during such leave the employee shall be responsible for continuing his/her normal payments for benefits, as stated above, that they wish to continue.
- d. The employee will either return to work at the expiration of the leave or upon two weeks' notice to the Employer if returning prior to the expiration.
- e. While on personal leave of absence an employee will not be permitted to accept work for another employer without the Employer's permission.
- f. Failure to return to work on the first work day following the expiration of the personal leave of absence or expiration thereof will be considered as a voluntary resignation of employment.
- g. The employee will be required to use accrued vacation or floating holiday time before going unpaid during a personal leave of absence.

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**ARTICLE 19: LEAVES OF ABSENCE (CONTINUED)**

Section 2. Educational Leave

- a. Any full-time employee may apply for an unpaid educational leave of absence by providing a written request to their Supervisor or Department Head. Such educational leaves of absence may be granted for up to twelve (12) months to complete additional educational requirements leading to a CASAC certification, Bachelor's or higher degree from any approved educational institution. To be eligible, the employee must have three or more years of continuous service with the Employer and the course of study must be related to the type of activities performed by the Employer. The Employer may grant any such leave in its sole discretion.
- b. Section 1 paragraphs d, e, f above shall also apply to educational leaves of absence.
- c. When an employee returns to work following such an educational leave, s/he will be reinstated to his/her former job or another position within the same classification.

Section 3. Family and Medical Leave of Absence. Employees may request a leave of absence for a serious health condition for themselves, their parent or child, or for adoption or birth of a child as defined under the Family and Medical Leave Act of 1993 (FMLA).

Employees who have at least twelve (12) months of service and have worked at least 1,250 hours of service during their past twelve (12) months of employment preceding either: (a) FMLA leave for their own personal illness; or, (b) a short-term disability leave, shall be entitled to receive health insurance and dental benefits during their first six (6) months of such leave each year on the same terms as preceding such leave.

Section 4: An employee with seven (7) years or more of service, who returns to work at the conclusion of not more than fifty-two (52) consecutive weeks of sick leave or absences due to a facility-connected illness or injury covered by Workers' Compensation shall be returned to the same job classification, shift, hourly status and former unit, provided the former position has not been eliminated or has not been filled by a more senior employee.

An employee with less than seven (7) years of service, who returns to work at the conclusion of not more than twenty-six (26) consecutive weeks of sick leave or forty (40) consecutive weeks of absence due to a facility-connected illness or injury covered by Workers' Compensation shall be returned to the same job classification, shift, hourly status and former unit, provided the former position has not been eliminated or has not been filled by a more senior employee.

In cases where the returning employee's prior position has been eliminated or has been filled by a more senior employee, the returning employee will be placed in any position in the bargaining unit for which s/he is qualified and requests in accordance with Article 40.

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**ARTICLE 19: LEAVES OF ABSENCE (CONTINUED)**

Section 5. If an employee with more than seven (7) years of service is unable to return from such leave of absence after fifty-two (52) consecutive weeks of sick leave or absences due to a facility-connected illness or injury covered by Workers' Compensation, s/he will lose her/his employment with the Employer.

If an employee with less than seven (7) years of service is unable to return from such leave of absence after twenty-six (26) consecutive weeks of sick leave or forty (40) consecutive weeks of absence due to a facility-connected illness or injury covered by Workers' Compensation, s/he will lose her/his employment with the Employer.

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**ARTICLE 20: LEAVES OF ABSENCE FOR UNION BUSINESS**

Section 1. A leave of absence for a period not to exceed one year will be granted to employees with one or more year of bargaining unit seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Employer. Requests for such a leave of absence must be submitted on the Employer's standard form to the employee's supervisor four (4) weeks in advance of the effective date of the leave requested. While on such an unpaid leave of absence, an employee shall not be entitled to pay or benefit accrual under this contract except as specifically provided in Article 39.

When an employee returns to work following such a voluntary leave of absence, s/he will be reinstated to her/his former job or another position within the same classification.

Any employee who requests to return to work after an unpaid leave of absence under this Section 1 must notify the Employer in writing at least fourteen (14) days prior to her/his return.

Section 2. It shall be the employee's responsibility for any unpaid leave under this Article 20 to arrange for payment of the full cost of any Employer benefit program that the employee wishes to continue. An employee who takes an unpaid leave of absence under Section 1, Article 20, will be placed on inactive status and will keep his/her seniority.

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**ARTICLE 21: REINSTATEMENT**

Section 1. An employee who was employed by the Employer, for an uninterrupted period of at least twelve (12) months whose employment with the Employer terminates, for reasons other than those constituting just cause and is rehired within one (1) year from the date of termination, of service shall, after completing twelve (12) months of service, receive their original date of hire, adjusted for the period of separation from employment, for the purpose of calculating compensation at the applicable step and entitlement to all other benefits.

Section 2. An employee who was employed by the Employer, and leaves the bargaining unit but remains employed by the Employer, and then returns to the bargaining unit within one (1) year from the date of leaving the bargaining unit, shall, after completing twelve (12) months of service, receive their original date of seniority, adjusted for the period of separation from the bargaining unit, for the purpose of calculating seniority under this bargaining agreement. Such employee shall continue to have his/her original date of hire with the Employer, and Benefit Accrual Date, if applicable. At no time shall such employee return to the bargaining unit at a step higher than s/he would have been had s/he stayed in the bargaining unit continuously.

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**ARTICLE 22: MILITARY LEAVE**

Section 1. Leaves of absence shall be granted to all regular employees after the orientation period that is entering active duty of the Armed Forces of the United States in accordance with prevailing statutes. Regular employees entering active duty in the Armed Forces of the United States will be given the vacation to which they have earned under the terms of this contract as of the date they leave the Employer's employment.

Section 2. Employees who are: (1) absent for the purpose of entering the Armed Forces as provided herein; and, (2) absent for purpose of performing training duty or emergency service in the Armed Forces of the United States, shall be granted leaves of absence and shall have re-employment rights in accordance with the requirements of applicable laws and regulations, including but not limited to the Universal Military and Training Services Act, as amended, and the Uniformed Services Employment and Reemployment Rights Act.

Section 3. The Employer shall compensate the employee for the difference between his/her regular "normal earnings" and his/her Armed Forces Reserves or active duty pay for up to thirteen (13) days in any calendar year for work days actually lost.

For the purposes of this article only "normal earnings" shall mean the wages that would be paid for vacation (e.g. differential if appropriate).

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**ARTICLE 23: JURY DUTY**

Section 1. After six (6) months of service in the event an employee is required to serve jury duty, the Employer shall compensate the employee for the difference between their regular normal earnings and their jury duty fees for up to 20 days in any calendar year for work days actually lost.

Section 2. Benefited part-time employees shall also be granted jury duty pay, but such pay difference shall be on a prorated basis for up to 20 days in any calendar year for work days actually lost.

Section 3. Employees, to be eligible for pay, will notify their immediate supervisor immediately upon receipt of the jury duty notice.

Section 4. Time spent on jury duty will be considered as time worked for purposes of satisfying his/her work schedule commitment.

Section 5. When an employee is on call for jury duty, the employee shall report to work on any day they are not required to report for jury duty.

Section 6. Employees will not be compensated for jury duty on days that are not normal working days for them.



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**ARTICLE 24: BEREAVEMENT LEAVE**

Section 1. All full-time and benefited part-time employees who have completed the orientation period will be eligible for bereavement leave following the death of a spouse, domestic partner, child, brother, sister, parents, stepparents, stepbrother, stepsister, stepchild or children, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, legal guardian, or grandparents of spouse. The aforementioned bereavement benefits shall extend equally to those in a same sex committed relationship, as defined by law.

Section 2. Eligible employees will be excused from work with pay for three (3) scheduled working days, following the date of death. Employees may defer all or part of their bereavement leave, for purposes of a delayed burial/ceremony, up to a maximum of six (6) months from the date of death, with appropriate proof and advanced scheduling at least thirty (30) days prior to leave or with supervisor's approval. The supervisors will make every effort to give the employee additional days off without pay. The supervisors will give consideration to special circumstances and shall have the discretion to request a copy of a death certificate and/or proof of relationship after the employee returns from bereavement leave.

Section 3. Payment for each day of bereavement leave as defined in Section 1 and 2 will be equivalent to the regular hours the employee was scheduled to work. Bereavement leave is not carried forward, and not paid upon termination of employment.

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**ARTICLE 25: HEALTH BENEFITS**

Section 1. Employee's health insurance benefits will continue under the current policy in place at the facility. During the term of this Agreement the facility shall have the right to make modifications, changes, or amendments to the current programs.

Section 2. For each Benefit Eligible Employee who elects coverage, the Employer shall pay the following percent of the cost of health care coverage which the Employee chooses as follows:

**EMPLOYER PAY (EPO)**

<i>Years of Service based on BAD</i>	<i>Employer Responsibility</i>		
	<b>Individual Plan</b>	<b>Employee +1 Plan</b>	<b>Family Plan</b>
0 – End of 8 Years	60%	55%	50%
Beginning of 9 – End of 13 Years	65%	60%	55%
Beginning of 14 – End of 17 Years	70%	65%	60%
Beginning of 18+	80%	75%	70%

**EMPLOYER PAY (HYBRID)**

<i>Years of Service based on BAD</i>	<i>Employer Responsibility</i>		
	<b>Individual Plan</b>	<b>Employee +1 Plan</b>	<b>Family Plan</b>
0 – End of 8 Years	65%	60%	55%
Beginning of 9 – End of 13 Years	70%	65%	60%
Beginning of 14 – End of 17 Years	75%	70%	65%
Beginning of 18+	85%	80%	75%

**EMPLOYER PAY (HIGH DEDUCTIBLE)**

<i>Years of Service based on BAD</i>	<i>Employer Responsibility</i>		
	<b>Individual Plan</b>	<b>Employee +1 Plan</b>	<b>Family Plan</b>
0 – End of 8 Years	70%	65%	60%
Beginning of 9 – End of 13 Years	75%	70%	65%
Beginning of 14 – End of 17 Years	80%	75%	70%
Beginning of 18+	90%	85%	80%

Each employee must complete his/her next year of service by the last pay period of each year in order to move to the next category. (For example JANE DOE completes her eighth (8th) year of service on Aug. 23, 2015 and begins her ninth year of service on August 24, 2015. The first full pay period in 2016 she will be placed in cost arrangement (b) above.)

Section 3. Employees who marry, have children or experience other life changing events during the life of the contract are entitled to make changes to their plans in accordance with the

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applicable plan documents and will be subject to the same cost arrangements per coverage (individual, E + 1 and Family) as noted in Section 2 of this Article.

The Employer and Union shall designate a single group (inclusive of Arms Acres) of three or less individuals to participate on a Health Insurance Subcommittee (“Subcommittee”), which shall be responsible to meet at a mutually convenient time during the second calendar quarter, each year, to review health insurance information and data, as provided through the Employer, as it pertains to proposed health insurance plans. The Subcommittee shall be convened for the purposes of reviewing data and discussing Employer health insurance options; however, the Employer shall maintain the exclusive right as to select health insurance carriers, programs, plans, etc.

Section 4. All benefit eligible employees shall be allowed to participate in the employer sponsored Flexible Spending Account for qualified unreimbursed medical and/or dependent care expenses. Employees may only join that plan during initial enrollment, annual enrollment, or due to a qualifying event in accordance with IRS regulations. Employees must re-enroll for this benefit every year.

Employees may contribute on a pre-tax basis up to the maximum amount specified each year by the Employer for unreimbursed medical and actual dependent care expenses. All eligible expenses incurred during a calendar year must be requested by the employee in accordance with the plan, by November 30<sup>th</sup> of the following year or any amounts remaining in such employee’s account will be forfeited.

Section 5. Cost sharing arrangements inclusive of use of up to one hundred (100%) percent of an employee’s unused vacation accrual from the previous year, one-half (1/2) of that year’s allotment of unused short-term sick time from the previous year, and up to sixty (60) hours of their unused long-term sick accrual toward the payment of their upcoming year’s biweekly health insurance premiums can be used to pay for the cost of some of the premium for an employee who voluntarily opts for this arrangement in accordance with Article 15, Section 13 and Article 18, Section 11.

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**ARTICLE 26: MALPRACTICE**

The facility shall undertake to defend or cause its insurer to defend the employee against a suit brought against the employee for malpractice within the scope of employment and the facility hereby waives any right to indemnification from the employee acting in good faith except for willful acts or acts blatantly contrary to the facility's written policies.

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**ARTICLE 27: UNION ASSISTANCE PROGRAM**

Section 1. Recognizing that the health and well being of its employees is vital to the success of the facility, a Union Assistance Program (UAP) shall be established and maintained by the Employer to provide responsible, confidential assistance to employees experiencing personal problems which may adversely affect their job performance. There shall be no cost to the employee. The selection of the UAP among the bargaining unit shall be at the sole discretion of the union.

The UAP shall be trained and/or certified and provide the Employer annual updated documentation for such training and certification.

Section 2. The decision to participate in the UAP is voluntary and the personal responsibility of the employee.

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**ARTICLE 28: CWA/ITU NEGOTIATED PENSION PLAN**

Section 1. For all full-time and benefited part-time employees upon completion of one (1) full year of employment with the Employer, but less than five (5) full years (“Junior Employees”), the Employer will contribute a minimum of \$.50 per hour or three-and-one-quarter percent (3.25%) of the employees’ hourly wages, whichever is higher, for time actually paid, including disability pay, per employee to the CWA/ITU Negotiated Pension Plan up to forty (40) hours per week, with a limit of 2,080 hours per year.

For all full-time and benefited part-time employees who complete five (5) years of employment with the Employer (“Senior Employees”), the Employer will contribute a minimum of \$.85 per hour or six percent (6%) of the Employees’ hourly wages, whichever is higher; for time actually paid, including disability pay, per employee to the CWA/ITU Negotiated Pension Plan up to forty (40) hours per week with a limit of 2,080 hours per year.

Except as provided above for Junior Employees, such amount shall be paid by the Employer to the Union on behalf of the employees on a monthly basis. The Union agrees to provide the Employer such financial and other information relating to such plan as the Employer may request.

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**ARTICLE 29: CONTINUING EDUCATION/CAREER DEVELOPMENT PROGRAM**

Section 1. All full-time employees may be granted time off with pay and/or compensated for registration fees to participate in continuing education or training sessions. Granting of such time off will be based on conference content, applicability to the job, staffing, ultimate value to the Employer and subject to the approval of the supervisor.

Section 2. Any employee attending a conference or training session mandated by the Employer, will be granted time off with pay. The Employer will pay registration fees for all such continuing education or training sessions. All Employer sponsored programs related to requirements for licensure/registration will be offered to employees at no cost.

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**ARTICLE 30: JOB DESCRIPTIONS**

Section 1. All job descriptions and qualifications, which are currently in place, shall remain in effect.

Section 2. However, should it become necessary to change existing job descriptions and qualifications or create new jobs with job descriptions and qualifications and rates of pay, the Employer will produce a suggested change in writing ten (10) days prior to the proposed implementation, and give the Union an opportunity to discuss it. The Employer will provide drafts of such job descriptions and qualifications as soon as reasonably possible. If the Union disagrees with the rate of pay as proposed by the Employer, they may file a grievance at Step 3 of the Grievance Procedure Article of this Agreement, provided it does so within twenty (20) calendar days from the date on which the revision or rate is set and announced.



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**ARTICLE 31: TUITION ASSISTANCE**

Section 1. The Employer recognizes that the continuing educational development of employees is important to delivery of quality health care. Hence, the Employer provides tuition assistance for full-time and benefited part-time employees who seek additional training in order to increase their confidence in present jobs or to prepare themselves for advancements into more responsible positions with the Employer.

Section 2. Procedure:

- a. Full-time and benefited part-time employees with one or more years of continuous service shall be eligible for tuition assistance.
- b. Department heads shall examine the request for tuition assistance from employees within their departments. Approval shall be based upon the eligibility of the employee, course content, and applicability to the job or advancement into a more responsible job with the Employer and ultimate value to the department or the Institution.
- c. After approval on the department level, such requests shall be forwarded to the Human Resources Department for final approval or disapproval. Such approval shall be based on the same criteria as provided for in Section 2 (b) above, and available funding.
- d. It shall be understood and communicated that this program is a reimbursement system. Employees shall be responsible for all initial payments to the school or other educational organization. This assistance program applies only to study programs offered by accredited educational institutions. This includes formal courses for degree credit, associates, bachelor and/or master degree programs or pre-approved special short programs.

Section 3. The amount of tuition assistance offered by the Employer per calendar year is as follows:

Any (A) Grade =	\$1,200
Any (B) Grade =	\$1,100 (also any pass grade)
Any (C) Grade =	\$1,000
Any (D) Grade =	No tuition assistance

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**ARTICLE 31: TUITION ASSISTANCE (CONTINUED)**

Effective January 1, 2019, the amount of tuition assistance offered by the Employer per calendar year is as follows:

Any (A) Grade =	\$1,400
Any (B) Grade =	\$1,300 (also any pass grade)
Any (C) Grade =	\$1,150
Any (D) Grade =	No tuition assistance

In order to be eligible for tuition reimbursement, the employee must submit:

- a) Evidence of his/her final grade for the course;
- b) A verified statement of cost.

Section 4. No tuition assistance will be paid regardless of prior approval unless the student is still a qualified employee at the completion of the course. Employees, who, at the request of the Employer, change job categories to a condition of ineligibility during the course of their outside training, shall be reimbursed on the same basis as if they had remained eligible for assistance.

Section 5. Reimbursement is not payable to any employee who is already receiving assistance or reimbursement from any other source; such as, scholarships, the GI Bill, other employment, etc., for the portion paid from such other source.

Section 6. Employees shall attend and prepare for such courses on their own personal time.

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**ARTICLE 32: PERSONNEL FILES**

Section 1. Employees who have completed their orientation period shall have access to their own personnel file to inspect and receive copies of documentation from their files, during reasonable working hours, provided they have their supervisor's permission to leave the work place, and may be accompanied by a Union representative during an inspection of their file. Requests for such inspection shall be made to the Director of Human Resources and shall be reasonable as to frequency and at a mutually agreeable time, not to exceed five (5) business days. All files will be reviewed in the presence of the Director of Human Resources or his/her designee. All documents placed in the employee's file shall be initialed and dated by the employee at the time of examination.

Section 2. Such initialing shall not constitute agreement with its content. The employee shall have the right to respond in writing to any disciplinary or evaluation in the file. Such response shall become part of the employee's personnel file.

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**ARTICLE 33: BULLETIN BOARDS**

Section 1. The Employer will provide standard cork bulletin boards for use by the Union in designated and appropriate areas within the Employer's facility. The size, type, number and design shall be mutually agreed.

Section 2. Bulletin boards shall be used for factual and non-controversial material. Such material shall be posted and/or removed only by an official Union representative or a person designated by an official Union representative. The posting of material of a political nature, other than Union elections, of any kind is strictly prohibited. The bulletin board shall be locked and keys held by an official Union representative.

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**ARTICLE 34: BARGAINING UNIT WORK**

Non-bargaining unit personnel shall not perform work historically assigned to bargaining unit employees, except in the following situations:

- (a) cases of emergency;
- (b) to provide appropriate supervision and instruction;
- (c) to maintain minimum certification;
- (d) to cover unscheduled absences where all reasonable attempts at using bargaining unit employees have failed to fill the position including voluntary overtime, use of per diem employees, offers of extra time to full and part time employees and to accommodate time off for any reason;
- (e) to cover vacancies, which are in the process of being filled and after reasonable attempts to use bargaining employees to fill the position have failed including voluntary overtime, use of per diem employees and offers of extra time to full and part time employees; and
- (f) bargaining unit work performed by volunteers or member of religious orders shall be permitted only in accordance with established practice.

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**ARTICLE 35: CONTRACTING OUT WORK**

Section 1. The Employer will not contract out work except work which has been traditionally contracted out, if contracting out will cause, currently and directly, layoffs of employees in the bargaining unit from employment with the Employer, part-timing of present employees, or any significant reduction in hours of work.

Section 2. Except in emergencies ten (10) calendar days before the Employer contracts out work that has not been traditionally contracted out, the Employer will notify the Union and offer the Union an opportunity to discuss the desirability of contracting out such work prior to implementation. Use of per diem or pool labor shall not be considered contracting out work.

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**ARTICLE 36: EMPLOYER POLICIES**

Section 1. Due to the complexity of the Employer's operations, it is understood by the parties that they have not covered every aspect of hours, wages and working conditions in this Agreement which may have an effect on employees in the bargaining unit. The parties hereby acknowledge that the Employer had policies in effect at the time of signing this Agreement. Those policies, to the extent they are not inconsistent with specific provisions of this Agreement, will continue to apply to bargaining unit employees unless and until changed, modified or revoked in writing by and in the sole discretion of the Employer. Should it become necessary to change existing written policies, the Employer will discuss changes with the Joint Labor Management Committee prior to posting and circulating among the employees in the bargaining unit for a period of fourteen (14) calendar days prior to the implementation. Prior to implementation of a new policy, as set forth in this Section, the Employer shall provide a copy of the policy to the Business Agent assigned to the facility.

Section 2. It is further agreed that the Employer during the course of this Agreement may in its sole discretion issue new policies provided they are not inconsistent with the specific provisions of this Agreement, and provided such policies are in writing, the Employer will discuss proposed changes with the Joint Labor Management Committee prior to posting and circulating among the employees in the bargaining unit for a period of fourteen (14) calendar days prior to the implementation. Prior to implementation of a new policy, as set forth in this Section, the Employer shall provide a copy of the policy to the Business Agent assigned to the facility.

Section 3. The Employer and the Union recognize that the behavioral healthcare industry is currently in a state of rapid change. Most behavioral healthcare facilities have either closed or suffered other serious financial reversals in recent time due to increasing utilization review as well as decreasing reimbursement, length of stay and revenues. Behavioral healthcare facilities are also subject to extensive licensing obligations, reimbursement restrictions and patient care considerations which require that the Employer and the Union have significant flexibility to deal with the changing environment to ensure that the Employer is able to continue to operate this facility in a fiscally responsible manner and to continue to employ the employees at the facility.

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**ARTICLE 37: MANAGEMENT RIGHTS**

Except as specifically abridged by this Agreement, in order to operate its business, the Employer retains the exclusive right to manage the business, to direct and control its facility and its work force, and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, including but not limited to the following: the right of the Employer to hire, promote, demote, layoff, assign, transfer, direct, schedule, suspend, discharge and discipline employees for just cause; to determine the number of its employees; to discontinue or reorganize the operation of all or part of the business by sale or otherwise; to determine the progress and operations to be utilized; to promulgate and enforce reasonable rules and regulations; to require that duties other than those normally assigned be performed; to determine job content and qualifications; and in all respects to carry out and retain, in addition, the ordinary and customary functions of management as previously enjoyed or exercised except as specifically abridged, altered or modified by the terms of this Agreement.



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**ARTICLE 38: PROGRESSIVE REMEDIATION**

Section 1. The Employer will follow its policy and practice of progressive discipline where appropriate. If appropriate the Employer shall identify certain corrective actions which are needed to assist and support an employee when a problem occurs in the course of performing his/her job and will provide the employee with a written plan or correction at the verbal warning step and all succeeding steps of the progressive disciplinary process. No disciplinary action shall be issued without just cause.

Consistent with the Employer's progressive disciplinary policy, a formal discipline for time and/or attendance issues shall be maintained, for the purpose of progressive discipline, for a period of:

<i>Time and Attendance</i>	
Verbal / Coaching	6 months from the date of infraction
First and Second Written Warning	9 months from the date of infraction
Final Written Warning	12 months from the date of infraction

All other forms of discipline shall be maintained, for the purpose of progressive discipline, for a period of:

<i>All Other Disciplines (other than Time and Attendance)</i>	
Verbal / Coaching	9 months from the date of infraction
First Written Warning	12 months from the date of infraction
Second Written Warning	12 months from the date of infraction
Final Written Warning	18 months from the date of infraction

Section 2. The employee shall be entitled to all protections that are provided for under Article 6, Union Representation; and Article 43, Grievance Procedure.

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**ARTICLE 39: SENIORITY**

Section 1. Seniority shall mean the length of service of an employee covered by this Agreement beginning with their date of hire or Benefit Accrual Date, if applicable, by the Employer in any job classifications in the bargaining unit.

Section 2. Seniority shall be lost when an employee:

- a.) resigns or quits;
- b.) is discharged for cause;
- c.) retires, with or without qualifying for benefits under the retirement plan or Social Security;
- d.) refuses a recall from layoff or fails to report from a recall as outlined in Article 40, Section 11;
- e.) has exhausted the period of time for which they have recall rights as provided for in Article 40, Section 12;
- f.) engages in other employment while on leave of absence, this shall be considered a voluntary resignation effective on the first date of such employment;
- g.) fails to report to work on the date agreed upon for return from a leave of absence; or
- h.) (i.) with seven (7) years or more of service is absent for more than fifty-two (52) consecutive weeks of sick leave or a facility-connected illness or injury covered by Workers' Compensation.  
  
(ii.) with less than seven (7) years of service is absent due to an illness or injury for more than twenty-six (26) consecutive weeks of sick leave or is absent due to a facility-connected illness or injury covered by Workers' Compensation for forty (40) consecutive weeks.

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**ARTICLE 39: SENIORITY (CONTINUED)**

Section 3. Definition of Dates

- a) Date of Hire: First date that an employee of any status begins actively working for the Employer.
- b) Benefit Accrual Date: For full-time or benefited part-time employees, their date of hire is their Benefit Accrual Date.
  - For per diem and non-benefited part-time employees who change to a benefit-eligible status, their Benefit Accrual Date will be determined by totaling the number of hours worked as a per diem or non-benefited part-time employee, as the case may be, converting those hours to eight (8) hour days and adjusting the date of such change.

Example:

Employee is hired 02/23/15  
Employee worked 288 per diem hours through 08/31/15  
Changed to Full-Time on 09/01/15

New Benefit Accrual Date is thirty-six (36) days prior to 09/01/15 ( $288/8=36$ ) or 07/27/15.

Section 4. Maintaining Seniority Between Facilities.

In the event that the Employer decides to hire an employee who has been working at Conifer Park, such employee when hired by the Employer shall be entitled to seniority under Section 1 of this Article with the same seniority that s/he would have had had s/he stayed employed at Conifer Park. Such employee would be subject to a 90-day orientation period for job performance only if such employee is not in the same exact job and only a 45-day orientation period for job performance if such employee were in the same exact job.

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**ARTICLE 40: LAYOFF AND RECALL**

Section 1. In the event it becomes necessary to layoff, or eliminate a filled position covered by this Agreement, the facility will give the Union advance written notice of its intention to layoff or eliminate a filled position at least fifteen (15) days prior to layoff. The Union shall be afforded reasonable opportunity to discuss the matter with the Vice President of the Employer.

Section 2. The Union shall receive information including the number of positions to be reduced including the departments, categories, job titles, and shifts affected by the layoff and/or elimination of positions.

Section 3. Employees selected for layoff shall be given at least ten (10) calendar days' notice of layoff.

Section 4. Once the department(s), category (ies), job title(s), and shift(s) are determined, the procedure for layoff shall be accomplished in the following order:

- a) by subjecting to layoff the least senior employee(s) in the facility, job title category (full-time, part-time), and shift as provided for in Section 7 below;
- b) all orientation period and temporary employees in such title(s), and category(ies) in the department(s) and shift(s) affected shall be removed prior to any regular employee in that job title, category, department, and shift, being subject to layoff;
- c) vacancies filled by employees subject to layoff need not be posted under the Transfers and Promotions Article of this Agreement. Further, posted positions to which no employee has been selected may be used if needed as a vacant position under this Article;

Section 5. When an employee with seniority is subject to layoff, or has their position eliminated under Section 3 above, such affected employee shall be placed in a position in the bargaining unit in the following sequence. It is understood that in all placements under Layoff and Recall situations, the employees must meet requirements of the job description.

Step 1: The employee may select any vacant position in the bargaining unit which is in their category of employment, job title and shift. If the employee opts to drop shift, category and/or job title and maintain grade as a requirement for placement, they may do so at any step, however, a part-time employee may not be placed in a full-time position.

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**ARTICLE 40: LAYOFF AND RECALL (CONTINUED)**

Step 2: If no such vacancy exists, they will be permitted to displace any orientation period employee in their category of employment, job title and shift.

Step 3: If there are no orientation period employees who may be displaced, then the employee subject to layoff may bump the least senior employee in their category of employment, job title and shift.

Step 4: If the employee cannot be placed in position within their job title, they may select any vacant position in their category of employment, grade and shift.

Step 5: If no such vacancy exists, the employee may displace any orientation period employee in their category of employment, grade and shift.

Step 6: If there are no orientation period employees who may be displaced in Step 5 above, then the employee may bump the least senior employee in their category of employment, grade and shift provided the employee has more seniority than the least senior employee.

Step 7: If the employee cannot be placed in a position in their category of employment, grade and shift, they may select any vacant position in their category of employment and grade.

Step 8: If no such vacancy exists, the employee may displace any orientation period employee in their category of employment and grade.

Step 9: If there are no orientation period employees who may be displaced in Step Eight (8) above, then the employee may bump the least senior employee in their category of employment and grade provided the employee has more seniority than the least senior employee.

Step 10: If the employee cannot be placed within a position in their category of employment and grade by Step Nine (9) above, then the steps four (4) through nine (9) shall be repeated in the next lower grade and then to subsequent lower grades until placed into a position or laid off.

Section 6. When the least senior employee is bumped, he/she shall be placed as if he/she were originally subject to layoff as described above.

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**ARTICLE 40: LAYOFF AND RECALL (CONTINUED)**

Section 7. At other than Step One (1), the employee may elect a layoff. A refusal to accept a position for which the employee meets the requirements will result in the employee being laid off at that point.

Section 8. Seniority will not continue to accumulate while an employee is laid off.

Section 9. For employees who are laid off, payment for vacation due (including bonus days) earned but not received shall be made within the next pay period.

Section 10. Employees shall be recalled by seniority to vacancies in their grade if they possess the ability to perform the job with preference to vacancies in their title.

Section 11. Recalls from layoff will be by certified mail to the employee's last known address. Any employee recalled must notify the Employer of intent to return within seven (7) calendar days after receipt of due certified notice unless prevented from doing so by verifiable illness or death in the family or current employment where notice is required, in which case the employee must report within fifteen (15) days of recall notice.

Section 12. Non- orientation period employees who are laid off shall be subject to recall as follows:

- a) Employees having less than one (1) year of seniority, shall have recall rights for a period of six (6) months, and
- b) Employees having one (1) or more years of seniority shall have recall rights for a period of twelve (12) months.

Section 13. Employees on layoff status shall be permitted to continue to participate in the Employer's health insurance plan as provided under the COBRA regulations.

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**ARTICLE 41: TRANSFERS AND PROMOTIONS**

Section 1. Transfers and promotions of all employees covered by this Agreement will be made as follows:

- a.) When a position in the bargaining unit is vacant, the position will be posted in a prominent place at the facility for ten (10) calendar days. If the vacant position is due to an employee resignation and less than four (4) weeks' notice of resignation is provided by the vacating employee, the posting period for the vacant position shall be seven (7) calendar days. If this posting fails to provide a qualified candidate from within the bargaining unit, the position may be filled from any source available to the Employer provided the candidate meets all the qualifications for that position as outlined in the job description. Job postings should state whether the position is a vacant or newly created position.
- b.) An employee desiring a transfer or promotion to a new position may in writing apply for a "posted" position which they desire.
- c.) In all instances, the appropriate manager is responsible for the interview, selection of applicant(s), and the presentation of the offer letter within seven (7) days of the end of the posting, and, in accordance with the provisions of this Article.
- d.) The manager who selects an applicant involving a transfer from another shift or department of the facility must complete a transfer form and forward it to the department in which the employee is now working with a requested release date. The applicant will sign the transfer form confirming commitment to transfer.
- e.) The effective transfer date will be determined by the releasing manager and will be indicated on the transfer form. Transfers may not be delayed more than six (6) weeks, (i.e., forty-two (42) calendar days) from the date of the employee executed offer letter.
- f.) An employee who has transferred to a position must remain in that position for three (3) months before applying for another posted position.

Section 2. For the purpose of this Agreement, a promotion shall be defined as a transfer to a higher grade. An employee promoted to a higher grade shall be paid at the lowest wage tier of the higher grade that is equal to or greater than the employee's current pay rate in the lower graded position.

Section 3. For purposes of this Agreement, a transfer will be defined as a transfer to a posted position which may involve a shift, status, or job title change.

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARTICLE 41: TRANSFERS AND PROMOTIONS (CONTINUED)**

Section 4. In the case of a transfer or promotion where the ability to do work, qualifications, and documented performance are relatively equal, seniority shall be the determining factor. Employees who are not involved in direct patient care (clinical and nursing), in the case of a transfer or promotion where ability to do work and the minimal qualifications are met, seniority shall be the determining factor.

Section 5. In all transfers, except for those within the same department that have substantially similar job requirements, the successful bidder shall be required to serve an orientation period of ninety (90) working days in the new position during which the employee is actually at work\*. If the transfer involved the employee moving to a new department but maintain the same title, the orientation period shall be for sixty (60) working days. At any time during the orientation period, if the employee is found to be unsatisfactory, the employee will be counseled regarding the performance, and a documented plan of correction will be implemented with the employee. If at any time during the trial period the employee does not meet satisfactory performance requirements, as determined by the Employer, including the documented plan of correction, he/she may be returned to his/her original position if available or one of equal rank or pay (if qualified therefore) at the earliest available opportunity. If the employee is dissatisfied during the trial period, he/she may return to his/her original position or one of equal rank or pay (if qualified therefore) at the earliest opportunity.

Section 6. Employees who are on final warning cannot transfer for a period of six (6) months from the effective date of the warning, unless approved by the Employer.

\*For transfers to the same job title in a different department and/or shift, the successful bidder shall be required to serve a trial period of thirty (30) working days in the new position during which the employee is actually at work.



CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARTICLE 42: 401 (K) PLAN**

After three (3) months of employment, employees shall be eligible to contribute to the Employer's Union 401 (k) Plan (the Union 401 (k) Plan) in accordance with the terms of the Union 401 (k) Plan. Subject to the terms of the Union 401 (k) Plan, an employee's contributions generally are deducted from the employee's wages before any taxes are taken out. There is no match of employee contributions in the Union 401 (k) Plan. Loans and withdrawals from the Union 401 (k) Plan may only be made in accordance with the terms of the Union 401 (k) Plan and applicable laws.

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARTICLE 43: GRIEVANCE PROCEDURE**

Section 1. A grievance, under this Agreement, shall be defined as a claim of an employee, or the Local Union, covered by the Agreement which involves the interpretation, administration of, or compliance with a specific provision of this Agreement.

Section 2. Once any Union or local representative has notified an Employer representative of a grievance, the Employer will not attempt to settle the matter with the individual employee or employees involved.

Section 3. All grievances shall be reduced to writing, and shall be provided to the Employer. Grievances shall be held at a time and place mutually agreeable to the parties in accordance to the steps outlined below. The Steward shall clearly and concisely state all facts which constitute the basis for the grievance and shall specify any Article or Section of the Agreement which may be involved.

Section 4. For a discipline grievance to be valid, it must be presented to an Employer representative in writing, as described in Section 3, within thirty (30) calendar days after notice is given to the union. For non-disciplinary grievances to be valid, they must be presented to the Employer representative in writing as described in Section 3, within thirty (30) calendar days of the events giving rise to the grievance. A grievance alleging discharge without just cause or grievances concerning layoffs due to a reduction in the work force shall be reduced to writing within five (5) business days of the Union's receipt of written notice (certified mail to Local President or Business Agent) of the discharge or notice of layoff and shall be submitted at Step 1 of this procedure.

The Employer shall provide notice of all formal disciplines to the Chief Steward within fourteen (14) calendar days of the issuance of the discipline, provided the employee is not represented at the disciplinary meeting. When a Union representative is present during the disciplinary meeting, a copy of the Disciplinary Action Form will be provided to the union at that time and shall be signed as received by the union representative.

Section 5. Any time limit imposed upon the handling of grievances shall commence on the date of receipt. Any time limit so imposed shall be interpreted as calendar days.

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARTICLE 43: GRIEVANCE PROCEDURE (CONTINUED)**

Section 6. At any time prior to the first step, the Union representative may, at their option, elect to resolve a grievance by first discussing it with the immediate supervisor involved.

Step 1: Grievances shall be presented in writing to the Director of Human Resources and the Head of the Department, or designee (i.e., Employee's Direct Supervisor), at the appropriate site. The matter shall be discussed by the Department Head, or designee (Employee's Direct Supervisor), with not more than one (1) Union Steward or Union designee, within seven (7) calendar days of receipt by the Head of the Department of the grievance. The Department Head, or designee (Employee's Direct Supervisor), shall render a decision in writing to the Union Steward within seven (7) calendar days of the Step 1 discussion.

Step 2: If no mutually acceptable conclusion is reached in Step 1, the grievance shall then be appealed, in writing, to the Employer's Director of Human Resources, or designee (Department or Division Head) within ten (10) calendar days. This individual shall handle second step grievances for all departments within ten (10) calendar days after the receipt by the Union Steward of the written answer derived from the Step 1 discussion.

The matter shall be investigated and discussed by the Director of Human Resources, or designee, including, such Employer representatives as are needed or appropriate, and not more than two designee(s) of the Local Union, one of which shall be the Chief Steward or designee. This meeting shall take place within seven (7) calendar days of the request unless mutually waived. The Director of Human Resources, or designee, shall render a decision in writing to the Chief Steward within fourteen (14) calendar days of the Step 2 discussion.

Step 3: If no mutually acceptable conclusion is reached in Step 2, the grievance should then be appealed in writing to the Employer's Executive Director or designee (i.e., Clinical Director) within ten (10) calendar days. This individual should handle third step grievances for all sites within ten (10) calendar days after the receipt by the Union Chief Steward of the written answer derived from the Step 2 discussion.

The matter should be investigated and discussed by the Executive Director, or designee (i.e., Clinical Director), including such Employer representatives as are needed or appropriate and the designee(s) of the Local Union and the National Union. This meeting shall take place within ten (10) calendar days of the request unless mutually waived. The Executive Director, or designee, shall render a decision in writing to the National Union representative within fourteen (14) calendar days of the Step 3 discussion.

CONTRACT BETWEEN ARMS ACRES, INC  
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**ARTICLE 43: GRIEVANCE PROCEDURE (CONTINUED)**

Step 4: If no mutually satisfactory conclusion is reached at the end of Step 3, the Union may give notice of its desire to arbitrate the grievance by sending a letter to the American Arbitration Association within forty-five (45) calendar days after receipt of the Step 3 answer, which

- a.) Requests arbitration identifying the grievance and including whatever forms are required by the American Arbitration Association; and
- b.) Requests the American Arbitration Association to send to each party a list of nine (9) names of arbitrators.

Section 7. No later than fourteen (14) calendar days following receipt of the copy of the lists, a representative of each party shall alternately strike a name until one name is left. The determination of who strikes first may be made by the coin toss with the loser making the first strike. The remaining name shall be the arbitrator for that grievance. Either party may reject a panel of arbitrators and request one additional panel.

Section 8. Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step or the time limits may be changed at any Step by the mutual consent of the parties in writing. Failure to timely appeal any grievance will close the grievance in that instant case.

Section 9. The cost and the expense of the arbitrator and the hearing room shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 10. Multiple grievances by a single employee arising under this Agreement may not be arbitrated in a single proceeding before an arbitrator unless by mutual agreement in writing signed by the parties.

Section 11. The award of an arbitrator shall be final and binding on the Union, its members, the employee or employees involved and the Employer.

Section 12. The decision of the arbitrator may or may not include "make whole" decisions with respect to back pay, provided, however, if an arbitrator shall award back wages covering the period of an employee's separation from the Employer's payroll, the amount as awarded shall be less any unemployment compensation received or other compensation from any source, which the employee would not have received or earned had they not been suspended or discharged.

Section 13. The arbitrator shall have no authority to alter, amend or change in any way the terms and conditions of this Agreement and shall confine their decision to a determination of the facts and interpretation, administration of, and compliance with the terms of this Agreement.

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARTICLE 44: NO STRIKE - NO LOCKOUT**

Section 1. It is agreed by and between the parties hereto that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, picketing, boycott or lockout during the term of the Agreement.

Section 2. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activity, nor shall any employee participate in such activity. In the event any employee or group of employees covered by this Agreement shall participate in any such unauthorized strike, slowdown, work stoppage, or picketing, the Union agrees that immediately after being notified by the Employer, it will direct such employee or group of employees to resume work and will take effective means to terminate such unauthorized conduct including the issuance of a notice to the effect that such conduct is neither authorized nor approved by the Union or its officers.

Section 3. Any claim, action or suit for damages or injunction which is commenced by the Employer as a result of the Union's violation of this Article shall not be subject to the arbitration provisions of the Agreement.

Section 4. The Union agrees that any employee who violates this Article shall be subject to disciplinary action, including discharge, and such action may not be raised as a grievance or be subject to the arbitration provisions of the Agreement, except on the issue of employee participation.

CONTRACT BETWEEN ARMS ACRES, INC  
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**ARTICLE 45: HEALTH AND SAFETY**

Section 1. The Employer and the Union shall cooperate in encouraging the maintenance of a safe and healthy workplace. The Employer shall endeavor to comply with all applicable federal, state and local health and safety laws and regulations.

Section 2. All employees are encouraged to identify and report unsafe conditions or potential hazards to their immediate supervisor. If the supervisor does not respond within a reasonable period of time or is unable to address and/or correct the condition within a reasonable period of time or immediately if the conditions warrant, the employee may direct this concern to the Joint Labor Management Committee.

Section 3. Any employee may address reasonable health and safety concerns to the Joint Labor Management Committee. The Committee shall investigate any health or safety issue brought to its attention. The Committee shall make recommendations for action by the Employer.

Section 4. No employee shall be expected or permitted to work under conditions, which reasonably will create an immediate and unduly hazardous threat to his/her, safety or health.

Section 5. The Employer will provide health and safety training to all new employees. Employees will receive annually an updated training session.

Section 6. The Employer shall provide all necessary personal protective equipment at no cost to all employees who reasonably need such equipment. The Employer will require all employees to wear all reasonably necessary personal protective equipment.

Section 7. An agenda item for the Joint Labor Management Committee shall be health and safety.

Section 8. Members of the Committee shall not suffer any loss of pay for attendance. Committee meetings shall be scheduled during the normal working time of Committee members if possible. Committee members attending a committee meeting which is not scheduled during their normal working time will be paid for their attendance at their regular pay.

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**ARTICLE 46: JOINT LABOR MANAGEMENT COMMITTEE**

The Employer agrees to maintain a Joint Labor Management Committee composed of four (4) employees selected by the Union (only one of whom shall be a shift other than the day shift) and four (4) representatives selected by the Employer and such other representatives as the Committee deems reasonably necessary. This Committee shall meet at least monthly or as mutually agreed by the members of the Committee.

The Committee will identify problem areas, discuss proposed changes or corrective action, and review recommendations prior to implementation as they relate to, but are not limited to: quality patient care, staffing concerns, health and safety issues, Employer Policy and Procedure changes, training and re-training, and technological changes.

CONTRACT BETWEEN ARMS ACRES, INC  
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**ARTICLE 47: MANDATORY OVERTIME**

Section 1. Mandatory overtime may be considered in cases of an unusual event or crisis situation.

Section 2. The Employer will utilize mandatory overtime as a last resort for staffing purposes consistent with the terms of this Article. However, if an employee does not provide the required notice for an absence, mandatory overtime may be utilized, subject to the other provisions of this section.

Section 3. The appropriate manager will follow the steps set forth below, in no particular order, prior to the implementation of mandatory overtime:

- Ask for volunteers from employees who are currently working.
- Call employees not on duty.
- Call unscheduled per diem employees.

Section 4. After the alternatives listed above have been tried and have failed to provide staffing which the Employer deems appropriate, the appropriate manager will use the overtime equalization plan as indicated in Article 12, Section 6.

Section 5. The Employer will attempt to limit mandatory overtime to a maximum of one additional shift.

Section 6. Employees will be paid one and a half (1½) their normal hourly rate plus the appropriate differentials for all mandatory overtime.

Section 7. Mandatory overtime will be charged as time and a half on the overtime list, referred to in Section 6 of Article 12.

Section 8. Per Diem employees (who are at work) can only be mandated if the options consistent with Section 3 of this Article and Article 12, Section 6 have been met.

A per diem nurse cannot be mandated to work overtime if they have provided written notification to their supervisor prior to the commencement of their shift that they are unavailable to work beyond their scheduled shift.

Section 9. A Mandatory Overtime Payroll Form must be submitted by the employee to Payroll with a signature from the Manager who requested mandatory overtime.



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**ARTICLE 47: MANDATORY OVERTIME FORM**

PAYROLL PERIOD:	
EMPLOYEE NAME:	
DEPT NAME:	DEPT NO.:

DATE OF OT	DAY OF WEEK	START HOURS	END HOURS	TOTAL HOURS

The following individuals were contacted prior to mandating the above employee:

1.	15.
2.	16.
3.	17.
4.	18.
5.	19.
6.	20.
7.	21.
8.	22.
9.	23.
10.	24.
11.	25.
12.	26.
13.	27.
14.	28.

Employee Signature	Date
Manager Signature	Date

All mandatory overtime yields 1.5 of the hourly rate of pay and must be accompanied by a Mandatory Overtime Payroll Form signed by both the Employee and Manager.

CONTRACT BETWEEN ARMS ACRES, INC  
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**ARTICLE 48: SCHEDULED TIME OFF**

Section 1. Scheduled time off shall include vacation, floating holidays, holidays (according to Article 16, Section 6) and personal days (at the request of the employee).

Section 2. Requested Scheduled Time Off Forms will be posted in each work area/ department in three (3) month time blocks unless provided otherwise in aforementioned articles. The form will include the names of the employees in the work area/ department in seniority order and indicate the number of employees that may be out of the work area/ department on a given day.

Section 3. Requested Scheduled Time Off Forms will be posted in each work area/ department no later than:

1. The first Monday in November for selection of scheduled time off in January, February, and March.
2. The first Monday in February for selection of scheduled time off in April, May and June.
3. The first Monday in May for selection of scheduled time off in July, August and September.
4. The first Monday in August for selection of scheduled time off in October, November and December.

Requested Scheduled Time Off Forms shall be taken down by Supervisors on the third (3<sup>rd</sup>) Monday of the month and reviewed. The Approved Scheduled Time Off Forms will be posted no later than Monday of the following week.

When there is a conflict on requested time off, seniority as provided in Article 39, Section 1, shall govern. Employees requesting scheduled time off for full weeks shall take precedence over employees requesting less than a full week, regardless of seniority.

Employees who are denied scheduled time off will be informed by a Supervisor no later than seventy-two (72) hours after the Requested Scheduled Time Off Forms is taken down for review/ approval. Such employees shall be given the opportunity to make another choice. The final schedule shall be posted no later than one (1) month prior to the scheduled month.

Section 4. After the final schedule is posted employees may request Routine Time Off as provided in Article 12, Section 4.

CONTRACT BETWEEN ARMS ACRES, INC  
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**ARTICLE 49: SEPARABILITY**

Section 1. In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute or administrative determination, such decision, legislative enactment, statute or administrative determination shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provisions which may have been so declared invalid or void.

CONTRACT BETWEEN ARMS ACRES, INC  
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**ARTICLE 50: DURATION**

This Agreement shall be effective as of August 1, 2018, and shall remain in effect until July 31, 2021 and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate ninety (90) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Employer shall commence collective bargaining with respect to a new Agreement.

In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing, negotiations on modifications or amendments to this Agreement. If such written request is made (and the other party has not terminated the Agreement) the parties shall negotiate on modifications and amendments as proposed by either party and this Agreement will continue in effect unless replaced by a new or amended Agreement or until terminated by either party giving ninety (90) days written notice of termination to the other party.

In the case of notices required under this agreement the following addresses shall be used:

National Union

Communications Workers of America  
AFL-CIO, District 1  
20 Prospect St, Suite 212  
Ballston Spa, NY 12020

Attention: Michael S. Garry, CWA Staff Representative  
Fax: (518) 885-7816

Local Union

Communications Workers of America AFL/CIO  
1703 Castle Hill Avenue  
Bronx, NY 10462

Attention: Jerome Paredes, Vice President  
Fax: (718) 824-1457

CONTRACT BETWEEN ARMS ACRES, INC  
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Facility Contacts

Arms Acres  
75 Seminary Hill Road  
Carmel, NY 10512

Attention: Patrice Wallace-Moore, Chief Executive Officer  
(845) 225-3400 Fax: (845) 704-6176

Arms Acres, Inc.  
97 Lowell Road  
Concord, MA 01742

Attention: Rob Eustis  
Fax: (978) 371-1705

CONTRACT BETWEEN ARMS ACRES, INC  
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CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

This Agreement is entered into.


COMMUNICATIONS WORKERS OF AMERICA

By:   
Michael S. Garry, CWA Staff Representative

By:   
JEROME PAREDES, Vice President

By:   
KENNETH SPATTA, Business Agent

ARMS ACRES, INC.

By:   
Patrice Wallace-Moore, Chief Executive Officer

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

8/14/08

Communications Workers of America  
80 Pine Street  
New York, New York 1005

This letter will memorialize the understanding between the Communications Workers of America ("CWA") and Arms Acres, Inc. on behalf of Arms Acres. Arms Acres, Inc. and CWA have entered into an agreement effective as of April 1, 2005 relating to Arms Acres (the "Agreement"). This letter will clarify certain issues between CWA and the Employer and will constitute a side letter to the Agreement and its content shall have the same impact and effect as if stated therein. Capitalized terms used herein and not defined herein are used as set forth in the Agreement.

Drug Testing. The Union and the Employer agree that employees will be required to submit to laboratory work if: (a) the Employer reasonably believes that the employee has come to work impaired; (b) the Employer reasonably concludes that the employee's impaired performance may have an adverse affect on the welfare of patients or the facility; or (c) the employee has caused injury, loss or damage apparently resulting from the influence of drugs or alcohol. If the employee refuses to test when he/she is required to do so then the employee may be subject to disciplinary action up to and including discharge.

Overtime Equalization. The Employer will implement the system as stated in Article 12 of the Agreement for overtime equalization. In the event that the implementation of this system is onerous and does not work out, the Employer and the Union will discuss and develop a new system.

Any inconsistency between this side letter and the Agreement shall be resolved in favor of this side letter.

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

July 31, 2018

Michael Garry  
Staff Representative  
Communications Workers of America, AFL-CIO  
CWA District 1  
20 Prospect Street, Suite 212  
Ballston Spa, New York 12020

Re: Side Letter – Revocation of Business Agent Role

Dear Mike:

This letter shall memorialize the understanding between the Communications Workers of America, Local 1101 (the “Union”) and Arms Acres, Inc. / Conifer Park, Inc. (the “Employers”) regarding the Union’s Health Care - Business Agent Role.

Effective August 5, 2016, the Union has discontinued the practice of having a Health Care - Business Agent and as such the parties have agreed to revoke their August 3, 2012 Business Agent Leave side letter.

If the Union elects to re-institute its practice of having a Health Care - Business Agent and appoint an individual from either Arms Acres or Conifer Park, the parties agree to discuss the implementation of the prior practices as identified in the August 3, 2012 side letter.

Any inconsistencies between this side letter and the Agreement shall be resolved in favor of this Side Letter.

As Agreed:	<u>s/ Michael Garry</u> For the Union	<u>7/31/2018</u> Date
	<u>s/Patrice Wallace-Moore</u> For Arms Acres	<u>11/6/2018</u> Date
	<u>s/Patricia Wilcox</u> For Conifer Park	<u>10/31/2018</u> Date



CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

October 16, 2018

Michael Garry  
Staff Representative  
Communications Workers of America, AFL-CIO  
CWA District 1  
20 Prospect Street, Suite 212  
Ballston Spa, New York 12020

Re: Side Letter – Application of Article 16 (Holidays)

Dear Mike:

This letter shall memorialize the understanding between the Communications Workers of America, Local 1101 (the “Union”) and Arms Acres, Inc. / Conifer Park, Inc. (the “Employers”) regarding the application of Article 16, Section 1(d) – Holidays – specific to In-Patient and Out-Patient Business Office Departments (the “Departments”).

Based on the size and nature of work performed in the Departments, the parties recognize the operational difficulties created if a ‘critical mass’ of employees in either department (i.e., more than one employee in In-Patient; more than 1/3 of the employees in Out-Patient (e.g., 4 of 12)) elect to take leave on any of the days identified in Section 1(d) (the “in lieu” provision).

To address this concern and simultaneously provide employees an opportunity to take leave under this provision, the parties have agreed that employees within the Departments shall have the ability to use vacation or a floating holiday to observe Veterans Day and/or the day after Thanksgiving provided they indicate their choice at the beginning of the calendar year and subject to management’s approval, as per Section 1(d). This side letter does not require the employees in the applicable Departments to engage in the “in lieu” exchange of holidays, as set forth in Section 1(d).

Additionally, effective 2019, the Veterans Day and the day after Thanksgiving “in lieu” provisions shall work on a seniority rotational basis for those in the above-referenced departments. A list shall be kept for each department and each “in lieu of” holiday to track the rotation (e.g., Employee A (most department seniority) has first option to use the in-lieu provision, if Employee A takes off Veterans Day 2018 s/he will go to the bottom of the list for Veterans Day 2019 and the second most senior employee shall have first option for the holiday in 2019 – the same process shall be separately conducted for the day after Thanksgiving).

Provided the “in lieu” requests are timely they shall be honored, even if another employee subsequently makes a vacation request for that same day (i.e., the “in lieu” request will supersede a vacation request, if it is made first).

Any inconsistencies between this side letter and the Agreement shall be resolved in favor of this Side Letter.

As Agreed:	<u>s/ Michael Garry</u> For the Union	<u>10/18/2018</u> Date
	<u>s/Patrice Wallace-Moore</u> For Arms Acres	<u>11/6/2018</u> Date
	<u>s/Patricia Wilcox</u> For Conifer Park	<u>10/31/2018</u> Date

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARMS ACRES APPENDIX A**

**REGULAR WAGES**

The parties agree upon ratification of this Agreement to the implementation of a Wage Band Chart as attached hereto.

Effective the first day of the first full pay period after ratification of this Agreement:

The Employer shall provide *a two-and-three-quarter (2.75%) percent increase* to all employees (full-time, part-time, per diem) then existing regular base wages.

Effective the first day of the first full pay period after August 1, 2019:

The Employer shall provide *a three (3%) percent increase* to all employees' (full-time, part-time, per diem) then existing regular base wages; and

Effective the first day of the first full pay period after August 1, 2020:

The Employer shall provide *a three (3%) percent increase* to all employees' (full-time, part-time, per diem) then existing regular base wages;

The parties further agree to convene the Labor Management Committee to discuss any modification, during the term of this Agreement, to wage rates/grade levels for market adjustment purposes.

**WAGES- JOB CLASSIFICATIONS**

In addition to other potential adjustments as may be communicated separately between the parties as deemed appropriate/necessary, the parties agree to include as a new title OTP-RN Coordinator as Grade T (Arms Acres) and Grade S (Conifer Park) at 2% over the last grade at each facility.

CONTRACT BETWEEN ARMS ACRES, INC  
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**ARMS ACRES JOB CLASSIFICATIONS**

<b>2018-2021 ARMS ACRES JOB CLASSIFICATIONS</b>	
<b>GRADE</b>	<b>JOB TITLE</b>
<b>A</b>	Gift Shop Clerk
	Dietary Assistant
	Janitor
	Housekeeper
<b>B</b>	Gift Shop Coordinator
	Receptionist
	Ward Clerk
	Overnight Counselor
<b>C</b>	Driver
	Maintenance Technician
	Painter
<b>D</b>	Cook
	OP Receptionist / NYC
<b>E</b>	Health Information (HIM) Technician
	Business Office Technician
	OP Peer Monitor
<b>F</b>	Medical Secretary
	OP Secretary
	Head Housekeeper
	Lead Receptionist
	Maintenance Coordinator
	Milieu Counselor
	Business Office /Accounts Payable
	Admissions Assistant
<b>G</b>	Administrative Assistant
	OP Secretary / NYC
	Information Specialist
	Health Information (HIM) Coordinator
	Insurance Verifier
	OP Peer Advocate
<b>H</b>	Family Counselor / DSS Coordinator
	Non Credentialed – Fitness (Activities) Counselor
<b>I</b>	Senior Cook
<b>J</b>	
<b>K</b>	Fitness (Activities) Therapist
	Case Manager – (Non Credentialed)
	OP Case Manager/ Non Credentialed
	Discharge Planner
	Dietary Technician
<b>L</b>	OP Office Coordinator
	OP Assessment Specialist

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<b>GRADE</b>	<b>JOB TITLE</b>
<b>M</b>	Intake Referral Coordinator
	OP Assessment Specialist- NYC
	OP Office Coordinator - NYC
	UR Coordinator (Non-RN)
	Licensed Practical Nurse (LPN)
<b>N</b>	OP Case Manager – (Non Credentialed) – NYC
	OP Case Manager CASAC
	Case Manager CASAC
	Case Manager / Master’s Level
	Intake Referral Coordinator CASAC
<b>O</b>	Case Manager / LMSW, LMHC
	OP Case Manager / LMSW, LMHC
	OP Case Manager / CASAC – NYC
	OP Case Manager / Master’s Level - NYC
	Intake Referral Coordinator / LMSW, LMHC
	OP Intake Referral Coordinator – Masters Level or CASAC
	OP Licensed Practical Nurse (LPN) - NYC
<b>P</b>	Dietician
	OP Senior Coordinator - NYC
<b>Q</b>	OP Case Manager / LMSW, LMHC – NYC
	Coordinator of Family Services
	Coordinator of Tutorial Services
<b>R</b>	
<b>S</b>	OP RN (Registered Nurse) – NYC
	RN (Utilization Review Nurse)
	RN (Registered Nurse, Direct Care)
<b>T</b>	OTP RN Methadone Coordinator

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARMS ACRES WAGE TABLES 2018-2021**

	THROUGH JULY 31, 2019 REGULAR WAGE BANDS					
LEVELS	I		II		III	
A	12.34	13.67	13.34	14.79	14.44	16.63
B	12.42	13.76	13.43	14.89	14.50	16.74
C	13.59	15.05	14.69	16.29	15.85	18.31
D	13.90	15.62	15.01	16.58	16.25	18.40
E	15.11	16.78	16.35	18.16	17.67	20.39
F	15.43	17.12	16.67	18.50	18.02	20.94
G	16.31	18.09	17.64	19.56	19.07	21.98
H	16.97	19.12	18.33	20.27	19.89	22.30
I	18.88	21.25	20.40	22.55	22.12	24.82
J	19.35	21.46	20.89	23.18	22.59	26.05
K	19.44	21.58	21.00	23.30	22.71	26.17
L	20.64	22.89	22.33	24.78	24.11	27.84
M	21.82	24.18	23.59	26.16	25.51	29.42
N	21.98	24.77	23.77	26.28	25.77	29.46
O	24.28	27.32	26.24	28.99	28.42	31.91
P	26.08	28.92	28.17	31.28	30.46	35.15
Q	27.01	30.38	29.19	32.25	31.61	35.49
R	27.34	30.31	29.51	32.77	31.91	36.80
S	30.75	34.01	33.16	36.68	35.77	39.24
T	31.37	34.69	33.83	37.41	36.48	40.03

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

<b>AUG 1, 2019-JUL 31, 2020 REGULAR WAGE BANDS</b>						
<b>LEVELS</b>	<b>I</b>		<b>II</b>		<b>III</b>	
<b>A</b>	12.46	13.81	13.48	14.94	14.58	17.13
<b>B</b>	12.54	13.90	13.57	15.04	14.65	17.24
<b>C</b>	13.72	15.20	14.84	16.45	16.01	18.86
<b>D</b>	14.03	15.77	15.16	16.74	16.41	18.96
<b>E</b>	15.26	16.94	16.51	18.34	17.85	21.00
<b>F</b>	15.58	17.29	16.83	18.68	18.20	21.57
<b>G</b>	16.48	18.27	17.81	19.75	19.26	22.64
<b>H</b>	17.14	19.31	18.52	20.48	20.09	22.97
<b>I</b>	19.07	21.46	20.60	22.77	22.34	25.57
<b>J</b>	19.54	21.67	21.10	23.41	22.82	26.83
<b>K</b>	19.63	21.79	21.21	23.53	22.94	26.96
<b>L</b>	20.84	23.12	22.55	25.02	24.36	28.68
<b>M</b>	22.04	24.42	23.82	26.42	25.76	30.30
<b>N</b>	22.20	25.01	24.01	26.54	26.03	30.34
<b>O</b>	24.52	27.59	26.51	29.28	28.70	32.87
<b>P</b>	26.34	29.20	28.45	31.59	30.77	36.21
<b>Q</b>	27.28	30.69	29.48	32.57	31.92	36.56
<b>R</b>	27.61	30.61	29.81	33.10	32.23	37.91
<b>S</b>	31.06	34.35	33.50	37.05	36.12	40.42
<b>T</b>	31.68	35.03	34.17	37.79	36.85	41.23

Effective 2019, those eligible employees, as referenced in this Agreement and Side Letters, that have their 7<sup>th</sup> year anniversary in their current and same bargaining unit title during the 2019 calendar year, and who are below the starting wage rate for their Grade in the Middle Wage Band as of October 1, 2019, shall have their rate of pay adjusted to the starting rate for their respective Grade in the Middle Wage Band during the first full bi-weekly pay period in October 2019 (e.g., Employee has a 7 year anniversary in the same title (Grade F) on May 1, 2019. His wage rate in the Grade F job title is \$16.25/hr. as of October 1, 2019. As such, he shall be increased during the first full bi-weekly pay period in October 2019 to \$16.83/hr.).

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

AUG 1, 2019-JUL 31, 2020 REGULAR WAGE BANDS						
LEVELS	I		II		III	
A	12.46	13.81	13.48	14.94	14.58	17.13
B	12.54	13.90	13.57	15.04	14.65	17.24
C	13.72	15.20	14.84	16.45	16.01	18.86
D	14.03	15.77	15.16	16.74	16.41	18.96
E	15.26	16.94	16.51	18.34	17.85	21.00
F	15.58	17.29	16.83	18.68	18.20	21.57
G	16.48	18.27	17.81	19.75	19.26	22.64
H	17.14	19.31	18.52	20.48	20.09	22.97
I	19.07	21.46	20.60	22.77	22.34	25.57
J	19.54	21.67	21.10	23.41	22.82	26.83
K	19.63	21.79	21.21	23.53	22.94	26.96
L	20.84	23.12	22.55	25.02	24.36	28.68
M	22.04	24.42	23.82	26.42	25.76	30.30
N	22.20	25.01	24.01	26.54	26.03	30.34
O	24.52	27.59	26.51	29.28	28.70	32.87
P	26.34	29.20	28.45	31.59	30.77	36.21
Q	27.28	30.69	29.48	32.57	31.92	36.56
R	27.61	30.61	29.81	33.10	32.23	37.91
S	31.06	34.35	33.50	37.05	36.12	40.42
T	31.68	35.03	34.17	37.79	36.85	41.23

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARMS ACRES PER DIEM WAGE TABLES 2018-2021**

LEVELS	AUG 2018 PER DIEM WAGE TABLE					
	ENTRY		MIDDLE		SENIOR	
A	12.52	13.88	13.54	15.01	14.65	16.88
B	12.60	13.97	13.63	15.11	14.72	16.99
C	13.79	15.28	14.91	16.53	16.09	18.59
D	14.10	15.85	15.23	16.83	16.49	18.68
E	15.34	17.03	16.59	18.43	17.93	20.70
F	15.66	17.37	16.92	18.77	18.29	21.25
G	16.56	18.36	17.90	19.85	19.36	22.31
H	17.23	19.40	18.61	20.58	20.19	22.63
I	19.17	21.56	20.70	22.89	22.45	25.20
J	19.64	21.78	21.21	23.52	22.93	26.44
K	19.73	21.90	21.32	23.65	23.05	26.56
L	20.95	23.23	22.66	25.15	24.48	28.26
M	22.15	24.54	23.94	26.55	25.89	29.86
N	22.31	25.14	24.13	26.67	26.16	29.90
O	24.64	27.73	26.64	29.43	28.85	32.39
P	26.47	29.35	28.59	31.75	30.92	35.68
Q	27.41	30.84	29.63	32.73	32.08	36.02
R	27.75	30.76	29.95	33.26	32.39	37.36
S	31.21	34.52	33.66	37.23	36.30	39.83
T	31.84	35.21	34.34	37.98	37.03	40.63



CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARMS ACRES PER DIEM WAGE TABLES 2018-2021**

AUG 2019 PER DIEM WAGE TABLE						
LEVELS	ENTRY		MIDDLE		SENIOR	
A	12.65	14.02	13.68	15.16	14.80	17.38
B	12.73	14.11	13.77	15.26	14.87	17.50
C	13.93	15.43	15.06	16.70	16.25	19.14
D	14.24	16.01	15.39	16.99	16.65	19.24
E	15.49	17.20	16.76	18.61	18.11	21.32
F	15.82	17.55	17.08	18.96	18.48	21.89
G	16.72	18.54	18.08	20.05	19.55	22.98
H	17.40	19.60	18.79	20.78	20.39	23.31
I	19.36	21.78	20.91	23.11	22.67	25.95
J	19.83	21.99	21.42	23.76	23.16	27.23
K	19.92	22.12	21.53	23.88	23.28	27.36
L	21.16	23.47	22.89	25.40	24.72	29.11
M	22.37	24.79	24.18	26.81	26.15	30.75
N	22.54	25.39	24.37	26.94	26.42	30.80
O	24.89	28.00	26.90	29.72	29.13	33.36
P	26.74	29.64	28.87	32.06	31.23	36.75
Q	27.69	31.15	29.93	33.06	32.40	37.10
R	28.03	31.07	30.25	33.59	32.71	38.48
S	31.52	34.86	34.00	37.60	36.67	41.03
T	32.16	35.56	34.68	38.36	37.40	41.85

CONTRACT BETWEEN ARMS ACRES, INC  
AND COMMUNICATIONS WORKERS OF AMERICA

**ARMS ACRES PER DIEM WAGE TABLES 2018-2021**

AUG 2020 PER DIEM WAGE TABLE						
LEVELS	ENTRY		MIDDLE		SENIOR	
A	12.78	14.16	13.82	15.31	14.95	17.91
B	12.86	14.25	13.91	15.42	15.02	18.03
C	14.07	15.59	15.21	16.87	16.41	19.72
D	14.39	16.17	15.54	17.16	16.82	19.82
E	15.64	17.37	16.92	18.80	18.30	21.96
F	15.98	17.72	17.26	19.15	18.66	22.55
G	16.89	18.73	18.26	20.25	19.75	23.67
H	17.58	19.79	18.98	20.99	20.59	24.01
I	19.55	22.00	21.12	23.35	22.90	26.73
J	20.03	22.21	21.63	24.00	23.39	28.05
K	20.12	22.34	21.75	24.12	23.52	28.18
L	21.37	23.70	23.12	25.65	24.97	29.98
M	22.59	25.04	24.42	27.08	26.41	31.68
N	22.76	25.64	24.61	27.21	26.68	31.72
O	25.14	28.28	27.17	30.02	29.43	34.36
P	27.00	29.94	29.16	32.38	31.54	37.85
Q	27.96	31.46	30.23	33.39	32.73	38.22
R	28.31	31.38	30.56	33.93	33.04	39.63
S	31.84	35.21	34.34	37.98	37.03	42.26
T	32.48	35.92	35.03	38.74	37.77	43.10

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