

**Tentative Agreement between The County of Berks
d/b/a Berks Heim Nursing and Rehabilitation
and SEIU Healthcare Pennsylvania**

This Tentative Agreement is entered into between the County of Berks d/b/a Berks Heim Nursing and Rehabilitation (“the County”) and SEIU Healthcare Pennsylvania (“the Union”)(collectively referred to as “the Parties”). This Tentative Agreement reflects the end result of negotiations between the Parties for purposes of a collective bargaining agreement (“the Agreement”) to be effective on January 1, 2020. The specific items agreed to are set forth below.

1. **Term** – the Term of the Agreement shall be 5 years (from January 1, 2020 through December 31, 2024).
2. **Half-time weekend differential** – the Parties agree that the half-time weekend differential shall be eliminated from the Agreement. As such, Section 4.5 of Article 4 of the existing Collective Bargaining Agreement between the Parties shall be deleted in its entirety.
3. **Calculation of overtime** – the Parties agree that overtime shall only be paid based upon actual hours worked. As such, vacation, sick leave, personal days, paid leaves of absence, unworked holidays, and any other compensable but unworked hours shall not be counted for purposes of overtime entitlement.
4. **Applicability of concessions to management employees** – the County agrees that it will apply the changes with respect to the half-time weekend differential and overtime calculations to management employees as well as union employees.
5. **Wages** – wages will be increased by three percent (3.0%) each January 1 of the Term, beginning on January 1, 2020.
6. **Reopener** – the Parties agree that the Agreement will not include a reopener for additional economic concessions from the Union.

7. **Health care** – the Parties agree to the following changes with respect to health care.

a. **Increases in employee health care contributions** – employee health care contributions for the Term of the Agreement shall be as follows:

FT SEIU with HRA	2020(frozen)	2021	2022	2023	2024
Single	\$60.00	\$65.00	\$70.00	\$75.00	\$80.00
Dual	\$80.00	\$85.00	\$90.00	\$95.00	\$100.00
Family	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00
FT SEIU w/o HRA					
Single	\$85.00	\$95.00	\$105.00	\$115.00	\$125.00
Dual	\$105.00	\$115.00	\$125.00	\$135.00	\$145.00
Family	\$125.00	\$135.00	\$145.00	\$155.00	\$165.00
PT SEIU with HRA	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00
PT SEIU w/o HRA					
HRA	\$150.00	\$160.00	\$170.00	\$180.00	\$190.00
Surcharge	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00

b. **Health care opt-out payments** – the Parties agree that the health care opt-out payment shall be paid on a monthly basis (not in a lump sum).

c. **Under 65 retiree health care benefits** – the Parties agree that effective January 1, 2021, the under 65 retiree health care benefits shall be eliminated.

8. **Mandating overtime when minimum staffing requirements cannot be met** – the Parties agree to include the following in the Agreement: “There shall be no mandatory overtime except as provided in accordance with Pennsylvania MOT Act 102 of 2009, and all such mandatory overtime shall be paid at one and on-half times (1.5) the regular hourly rate. The Employer agrees to comply with the provisions of Act 102 of 2009, the Prohibition of Excessive Overtime in Health Care Act.

When it becomes necessary to have mandatory overtime in accordance with Act 102 to replace an employee who calls off sick or injured or quits, the following procedure will be utilized to replace the employee:

- (a) Seek volunteers from qualified employees currently working.
- (b) Employees that are scheduled off shall be called and offered available shifts according to seniority and asked if they are willing to come in and fill available shifts.
- (c) Employees qualified to work in the job classification who are currently working shall be offered the available hours by seniority.

Only after exhausting the three (3) steps above can the Employer require an employee to work extra hours. The extra hours shall be assigned to the junior employee working and shall be paid at time and one-half (1.5). An employee already working voluntary extra hours will not be mandated to work beyond the voluntary shift. Such assignment shall be made on a rotating basis in inverse order of seniority. Notwithstanding the foregoing, there will be no pyramiding of overtime.

When a situation arises where the facility's management needs to mandate an employee to work extra hours and an employee volunteers to work those additional hours, it will be noted as a mandatory assignment for the employee for purposes of pay and rotation. The Employer shall continue to seek replacements to limit the number of hours assigned."

9. **Probationary period** – the Parties agree that the probationary period shall be increased from three (3) to four (4) months.
10. **January and February vacation** – the Parties agree to revise Article 15.3 of the Agreement to read: "Employees requesting time off for January and February shall submit their request at least 28 days prior to the time off requested. Employer will respond in writing to the employee as soon as possible. The response to the request shall be at least 20 days prior to the employee's desired time off. The Employer will accept these requests with less than 28 days' notice on a first come, first serve basis. The response to these slips will be available within 7 days of the request being submitted.
11. **Memorandum of Agreement** – the Union's agreement to economic concessions reflected in this Tentative Agreement are based upon the County's agreement not to sell, transfer, assign, or privatize Berks Heim during the Term of the Agreement. This agreement not to sell is set forth in the attached Memorandum of Agreement (which will not contain any confession of judgment language but will include a 500% penalty if the County violates its agreement not to sell).
12. **Changes to Existing CBA** – the Parties' existing Collective Bargaining Agreement will expire on December 31, 2019. Effective January 1, 2020, the existing CBA shall be revised to reflect all of the changes set forth above in this Tentative Agreement. All other contractual provisions of the existing Collective Bargaining Agreement that are unaffected by the changes set forth herein shall remain in full force and effect throughout the 5-year Term of the Agreement.

By their signatures below, the negotiating teams for both the Union and the County agree to this Tentative Agreement. The County's negotiating team will support and fully recommend the Agreement to the County Commissioners for approval. The Union's negotiating team will support and fully recommend the Agreement to its general membership for a ratification vote.

SEIU HEALTHCARE PENNSYLVANIA

Christina M. Shoat
Print Name

Christina M. Shoat 3/14/19
Signature Date

Danielle Leazie
Print Name

Danielle Leazie 3/14/19
Signature Date

Tracy D. Beebe
Print Name

Tracy D. Beebe 3/14/19
Signature Date

Maryellen Nusbacher
Print Name

Maryellen Nusbacher 3/14/2019
Signature Date

Carlos M. Rivera
Print Name

Carlos M. Rivera 3/14/2019
Signature Date

ATTEST:

EJ East
Signature

Edward J. East
Print Name

attorney
Title

4-2-19
Date

THE COUNTY OF BERKS

George C. Mavac
Signature

George C. Mavac
Print Name

Outside Legal Counsel / Lead Negotiator
Title

4-2-19
Date