

**Tentative Agreement between The County of Berks
d/b/a Berks Heim Nursing and Rehabilitation
and United Food and Commercial Workers Union Local 1776KS**

This Tentative Agreement is entered into between the County of Berks d/b/a Berks Heim Nursing and Rehabilitation ("the County") and the United Food and Commercial Workers Union, Local 1776KS ("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, Sections D and E of Article 10 of the existing Collective Bargaining Agreement between the parties shall be deleted in their 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:

UFCW with HRA	2020(frozen)	2021	2022	2023	2024
Single	\$36.00	\$38.00	\$40.00	\$42.00	\$44.00
Dual	\$49.00	\$52.50	\$56.00	\$59.50	\$63.00
Family	\$63.00	\$68.00	\$73.00	\$78.00	\$83.00
UFCW w/o HRA					
Single	\$52.00	\$54.00	\$56.00	\$58.00	\$60.00
Dual	\$76.00	\$79.50	\$83.00	\$86.50	\$90.00
Family	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00
Spousal 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 revise Article 11C4 to read: “Overtime will be voluntarily scheduled by seniority and will be assigned on a rotating basis for those employees who regularly and continuously agree to work overtime, with the exception of emergency situations (emergency weather conditions and natural catastrophes) or situations where the County is unable to satisfy minimum staffing requirements established by the Commonwealth of Pennsylvania’s Department of Health. When scheduling overtime in the event of an emergency situation or minimum staffing deficiency, the following guidelines will be adhered to: (a) Initially, requests for volunteer4s to work overtime will be solicited; (b) If employees do not volunteer for overtime, overtime will be assigned by inverse order of seniority; (c) Employees will be mandated to work overtime unless the overtime will cause a documented adverse personal situation; and (d) Those employees required to work the overtime will only be required to do so until their replacement arrives.

The County agrees to comply with the provisions of Act 102 of 2009, the Prohibition of Excessive Overtime in Health Care Act, and all such mandatory overtime shall be paid at one and one-half times the regular hourly rate.

9. **Probationary period** – the Parties agree that the probationary period shall be increased from three (3) to four (4) months. To this end, Article 9A2 shall be revised to read: “All newly hired employees will on a four (4) month probationary period with evaluations at 30, 60, and 90 calendar days, to be made and discussed with the employee. Additionally, Article 9A3 shall be revised to read: “Probationary employees can be terminated during their probationary period of four (4) months without recourse to the grievance and arbitration procedure. . . .”
10. **Union Activities** – the Parties agree to revise Article 5A of the Agreement to read: “There shall be no discrimination against any employee because of Union membership or activities. There shall be no discrimination against any employee because of race, color, creed, sex, age, nationality, sexual orientation, or any other characteristic protected by federal or Pennsylvania law. Bona fide Union officials may enter the Employer’s establishments with prior notification to the Employer to satisfy themselves that this agreement is being observed.”
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.

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1776

Shane Sweeney
Print Name

Shane Sweeney 3/25/19
Signature Date

Jennifer M Hernandez
Print Name

Jennifer M Hernandez 3/25/19
Signature Date

Barbara C. Johnson
Cureen THOMAS
Print Name

Barbara C. Johnson
Barbara Johnson 3/25/19
Signature Date

Erica Pacheco
Print Name

Erica Pacheco 3-25-19
Signature Date

Denise Temple
Print Name

Denise Temple 3-25-19
Signature Date

Randall T Krall
Print Name

Randall T Krall 3-25-19
Signature Date

MARK JACOBS

Mark Jacobs 03/25/2019
Signature Date

ATTEST:

THE COUNTY OF BERKS

[Signature]
Signature

[Signature]
Signature

Edward S. Eastby
Print Name

George C. Mavac
Print Name

attorney
Title

outside legal counsel / Lead Negotiator
Title

4-2-19
Date

4-2-19
Date