

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**MANORCARE HEALTH SERVICES -
WALLINGFORD**

AND

**NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME,
AFL-CIO
AND ITS AFFILIATE DISTRICT 1199C**

**Effective
October 31, 2019
through
October 30, 2022**

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AGREEMENT

This Agreement made and entered into this 11th day of November-2019, by and between Wallingford Nursing and Rehabilitation Center – Wallingford PA, LLC d/b/a ManorCare Health Services - Wallingford (hereinafter referred to as “Employer”) and National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C (hereinafter referred to as the “Union”), acting on behalf of the Employees of said Employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “Employees”.

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests and harmonious relationship of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1: RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining, as certified by the National Labor Relations Board, with respect to wages, hours of work and other conditions of employment for the term of this Agreement for all full time and regular part-time service and maintenance employees including all regular part-time and full-time non-professional employees, nurses aides, cooks, dietary employees, maintenance employees, housekeeping employees, laundry employees, recreation aides, central supply employees, ward clerks, restorative aides, and physical therapy aides employed at the Employer's Wallingford, Pennsylvania, facility. Excluded are all other employees, registered nurses, licensed practical nurses, licensed graduate practical nurses, administrators, assistant administrators, administrator trainees, admissions coordinator, regional dietary manager, assistant dietary manager, medical records supervisor, business office manager, office clerical Employees, RN/in service training coordinator, social services director, director of nursing, confidential secretaries, receptionists, maintenance supervisor, cook supervisor, guards and supervisors as defined in the Act.

Section 2.

Whenever the word “Employee” is used in this Agreement, it shall be deemed to mean the Employee in the bargaining unit covered by this Agreement as defined in Section 3 hereof.

Section 3. Categories of Employees

A full-time Employee is one who works a regularly scheduled week of 30 hours or more.

A regular part-time Employee is one who is regularly scheduled to work at least 15 hours per week but less than 30 hours per week. Employees who work less than 15 hours per week are not covered by this Agreement. Regular part-time Employees are eligible for benefits as defined in this Agreement.

A summer Employee is hired as a temporary replacement during the period from May 1 through September 30 of any year. Such Employee remains probationary in status throughout their employment year and will not be a union member or pay dues. Summer Employees are not entitled to benefits.

A temporary Employee excluded from the bargaining unit is one who is hired for a period of up to four months and is so informed at the time of hire, and who is hired to fill a temporary job or for a special project or to replace any Employee on leave or vacation. The said four-month period may be extended up to an additional two months or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. However, such Employee shall become a member of the Union after expiration of such initial or extended period. Temporary Employees are not eligible to receive benefits.

Section 4.

If a new classification is established or an existing classification substantially changed, the Employer will assign to it a rate of pay and immediately advise the Union of the proposed rate. The Union shall have the opportunity to discuss with the Employer the duties of the new or changed classification. If the parties are unable to agree to a rate for the classification, such dispute may be submitted through the grievance procedure.

ARTICLE 2: MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation to provide care for its residents with the highest quality of efficient and economically reasonable medical care.

All inherent and common law management functions which have not been modified by this Agreement are retained by the Employer.

Included in such rights but not limited thereto are the right to determine the size and composition of the work force; determine medical and patient care standards and methods; determine the staffing or staffing patterns; the areas to be worked, the quantity and type of equipment to be used; the operation of such equipment, the manning requirement of any job; to determine or change work times; the work to be performed; the method and place of performing work, including the right to determine that the Employer's work force shall or shall not perform certain work and to change work requirements at management's discretion; to schedule work breaks, lunch breaks; to fix, alter, modify or change standards of quality and/or quantity of work to be done; to determine whether any part or the whole of its operation shall continue to operate; to alter, combine, or abolish any job, job classification or service; to subcontract out any work; to

assign supervisors or any other non-bargaining unit employees to do bargaining unit work; to maintain order and efficiency; to determine the duties of Employees; to discharge probationary Employees for any reason whatsoever; to hire, to layoff, to assign, to transfer, to demote, to promote, to discharge Employees for just cause; the right to determine the starting and quitting time, overtime; the number of hours to be worked; the right to manage the properties and affairs of the Employer; the right to determine the number of Employees it shall employ in any classification at any time; and the right to introduce new, improved or different methods or facilities or to change existing methods or facilities in the interest of patient care and conduct of properly maintaining operation of the facility; to close down the Employer or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, section or nursing unit, operation, or service; the right to introduce new equipment, machinery or processes, and to change or eliminate existing equipment, machinery or processes, the right to determine the number, location and operation of the facility and its departments; the right to determine the qualifications, training, experience and knowledge necessary for the filling of any job and to judge Employee's conformity thereto by testing or other such methods as the Employer shall deem proper; the right to reduce the Employee work force and recall Employees to work; and the Employer also retains all other rights and prerogatives prior to the existence of this Agreement subject only to such written regulations and restrictions governing in exercise of these rights as are expressly provided in writing in this Agreement. The Employer maintains the right to change, delete, modify, or continue any part or all of any past practice at any time that is not specifically modified by written provision of this Agreement.

The Employer also retains the right to promulgate, enforce and modify reasonable rules, regulations and policies as it may from time to time deem best for the purpose of maintaining, order, discipline, safety, and/or effective operation of the facility and after advance notice to the Union and Employees require compliance therewith by Employees.

The Employer also retains the right to discipline and/or discharge Employees for just cause for insubordination, excessive absenteeism or tardiness, violations of patient rights or other Employer rules and regulations and for other reasons; provided that in the exercise of this right, the Employer will not act in violation of the expressed written terms of this Agreement.

The Employer by not exercising any functions hereby reserved to it, or by exercising any such function in a particular way, shall not be deemed as waiver of its rights to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3: UNION SECURITY

Section 1.

All Employees on the active payroll as of the effective date of this Agreement shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 2.

All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within 30 days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.

All Employees hired after the effective date of this Agreement shall become members of the Union after completion of the probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 4.

For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Section 5.

Subject to the grievance procedure provisions contained in this Agreement, an Employee who has failed to maintain a membership in the Union in good standing as required by this Article shall, within 20 calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 6.

The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 4: CHECK-OFF

Section 1.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A," the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union, regular monthly dues, initiation fees and/or assessments, as fixed by the Union. The initiation fee shall be paid in two consecutive monthly installments beginning the month following the completion of the probationary period. ~~In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon 30 days' written notice from the Union.~~

Section 2.

Upon 30 days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia Office of the Union, as designated in said notice. The dues and initiation fees will be sent to the Union's Dues Department located at 1319 Locust Street, Philadelphia, PA 19107.

Section 3.

Employees who do not sign written authorization for deduction must adhere to the same payment procedure by making payments directly to the Union.

Section 4.

The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any month, shall fail to receive sufficient wages to equal the dues deductions. Each month the Employer shall remit to the Union all dues and initiation fees deductions made from wages of the Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

Section 5.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their distribution thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.

The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work and dates of hire, and the name of terminated Employees together with the dates of termination, and the names of Employees on leave of absence.

Section 7.

The Employer agrees to make a payroll deduction once each calendar year from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "B". This deduction shall be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check. The Political Action Fund payments will be sent to the Union's Political Action Fund Department located at 1319 Locust Street, Philadelphia, PA 19107.

Section 8.

Any Employee who is a member of, and adheres to, established and traditional tenets or teachings of a *bona fide* religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership or adherence to the Union and Employer, shall not be required to join and remain a member of the Union as a condition of employment.

Section 9.

Such Employees shall be required, as a condition of continued employment, to remit to either Lupus Foundation, Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked off by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "C".

ARTICLE 5: NO STRIKE OR LOCK-OUT

Section 1.

No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer.

Section 2.

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

Section 3.

The Union agrees that in the event an unauthorized strike or work stoppage of any kind occurs it will immediately notify the Employees involved of the violation of this Article and advise them to return to work immediately. The Union will also promptly notify the Employer of its actions and that the Employees' action is unauthorized. After notification to the Employer by the Union, those members who continue the unauthorized activity may be discharged or otherwise disciplined subject to the grievance and arbitration Articles of this Agreement.

Section 4.

In the event of the occurrence of any activities prohibited in Section 1 above, the Union shall immediately, upon receipt of notice of such action by any of its officers or upon notice

communicated to the officers of the Union, instruct the involved bargaining unit Employees that their conduct is in violation of the Agreement, and that the Union instructs all such Employees to return to regular work at once. In addition to this, the Union shall attempt to contact as many of the involved bargaining unit Employees as quickly as possible in order to achieve immediate resumption of work, and the Union shall use its best efforts to achieve the resumption of regular work schedules as quickly as possible. The Union shall also publicly disavow approval of such actions and agree not to support any such actions in any manner.

Section 5.

The Employer agrees that it will not lock-out Employees during the term of this Agreement.

ARTICLE 6: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1.

An authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. The only purpose of such visits will be to administer this Agreement and shall not interfere with the normal operations of the facility. When a Union representative enters the Employer's premises, he/she shall notify the Administrator or Human Resources Manager of his/her visit so that his/her activities do not interfere with patient care or the efficient operation of the facility. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. If the time is not convenient, the Union representative will accept this and make arrangements to return at another time. Consistent with this Section, the Employer will schedule the Employee breakroom for the Union's exclusive use for the purpose of holding meetings related to the administration of this Agreement.

Section 2.

A Union delegate who must visit a department other than his/her own for the purpose of investigating a grievance shall be allowed to do so with the mutual permission of the Department Heads involved. Such permission shall not be unreasonably denied. Delegates will not abuse their office by staying away from their workstation under the pretext of performing duties as delegates.

Section 3.

The Employer shall provide a bulletin board located in the non-smoking Employee break room which shall be used for posting of appropriate Union notices.

Section 4.

The work schedule of Employees elected as Union delegates shall be adjusted to permit their attendance at Delegate Assembly Meetings provided that the Employer's operation shall not be impaired, and two weeks' written notice is given.

Section 5. Delegate Functions

Up to three Union delegates per contract year shall be granted three days off in each contract year to attend Union seminars and Union functions which require delegates' attendance provided the Employer's operation shall not be impaired and two weeks' written notice is given.

Section 6.

The Union will provide the Employer a written list of current Union delegates on an ongoing basis.

Section 7.

The Employer will allow a delegate to speak to new employee's during new employee orientation about the Union and the Agreement. Such discussions will not exceed 15 minutes.

ARTICLE 7: DISCHARGE AND PENALTIES

Section 1.

The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2.

The Employer will notify the Union in writing of any discharge or suspension within 72 hours from the time of discharge or suspension.

ARTICLE 8: GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof of the express written provisions of this Agreement and shall be processed and disposed of in the following manner:

Step 1. Within five calendar days (except as provided in Article entitled "Discharge and Penalties,") an Employee having a grievance and/or his/her Union delegate, or other representative shall take it up with his/her immediate supervisor. The Employer shall give an oral answer to the Employee and/or Union delegate or other representative within five working days after the presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five working days after the answer in Step 1, be presented in Step 2. The grievance shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the Department Head. A grievance so presented in Step 2 shall be answered by the Employer in writing within five working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this Step to the Employer's facility administrator or designee; and he/she or his/her designee shall render a decision in writing within five working days after this presentation of the grievance in this Step.

Section 2.

Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified above. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 3 of the Grievance Procedure.

Section 3.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 4.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays or holidays.

Section 5.

A grievance which affects a substantial number, i.e., three or more, or class of Employees, and which the Employer's representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

Section 6.

The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any Step are absolute, and the failure of the Union or the aggrieved Employee to proceed at any Step within the time prescribed or in the manner prescribed shall constitute the Union's acceptance of the Employer's position. Failure on the part of the Employer to answer a grievance at any Step shall not be deemed acquiescent thereto and the Union may proceed to the next Step. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any Step may be extended by mutual agreement of the Union and the Employer.

ARTICLE 9: ARBITRATION

Section 1.

A grievance which has not been resolved may, within 30 working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association.

The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3.

If the discharge of any Employee results from conduct relating to a resident and the resident does not appear at the arbitration, the arbitrator shall not view this as detrimental to the Employer's case.

Section 4.

The arbitrator shall have no power to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. He shall consider and decide on only the particular issue presented to him/her as stipulated in writing by the Employer and the Union, and his/her interpretation or application of the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall render no award. No award rendered shall be retroactive beyond the date the grievance was originally filed with the Employer. The award of the arbitrator shall be final and binding on the Employer, the Union and the Employee or Employees involved.

Section 5.

Each arbitration hearing shall deal with not more than one grievance except by mutual written agreement of the Employer and the Union.

ARTICLE 10: PROBATIONARY EMPLOYEES

Newly hired Employees shall be considered probationary for a period of 90 days from the date of employment, excluding time lost for sickness and other leaves of absence.

During or at the end of the probationary period, the Employer may suspend, demote, discipline or discharge any such Employee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 11: SENIORITY

Section 1. Definition

- (a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in the bargaining unit in any capacity in the facility.
- (b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department.

- (c) Employees who are hired on the same day will have their seniority date determined by their birthdate with the earlier birthdate being recognized as the more senior employee.

Section 2. Accrual

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- (b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay for a period of up to six months for Employees with more than one year of seniority. Benefits will not be accrued or paid during such a leave, except for payment of earned but unused vacation.
- (c) Classification seniority shall accrue during the periods specified in (b) above during the time an Employee works in a specific job classification.
- (d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, then their seniority shall be retroactive to their date of employment.

Section 3. Loss of Seniority

Seniority and the employment relationship shall cease if any of the following occur:

- (a) The Employee is discharged for just cause.
- (b) The Employee voluntarily resigns or retires.
- (c) The Employee is absent from work for two consecutive working days without prior and proper notification to the Employer, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.
- (d) The Employee, when recalled from layoff, fails to inform the Employer of his/her intent to return to work within three calendar days after the date on which the notice of recall is received at the Employee's address as shown on the records of the Employer or he/she fails to report to work when scheduled to report by the Employer. Employee notice will be sent by certified mail, a copy of which will be sent to the Union, excluding Saturday, Sunday and holidays.
- (e) The Employee fails to return to work on the day following the expiration of a leave of absence or vacation, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.

- (f) While on a leave of absence, takes another job during his/her normal working hours without written permission of the Administrator.
- (g) Falsifies the reason for a leave of absence, whether such leave is paid or unpaid.

Section 4. Application

- (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

Section 5. Layoff

- (a) In the event a layoff becomes necessary within a job classification, Employees not covered by this Agreement in the job classification will be laid off first, then probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.
- (b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a less senior Employee in another classification in another department, which the Employee has the ability and qualifications to perform and has held that job classification in the past, then job classification seniority shall prevail in assigning such Employees scheduled to be laid off to such position. This provision is not intended to circumvent the job posting provision of this Agreement. When an Employee fills a vacant position or exercises his/her bumping rights, he/she shall be paid the wage rate of said position. When an Employee exercises such bumping rights, he/she will bump the least senior Employee in that classification.
- (c) For the purpose of layoff, all delegates will have super seniority.
- (d) Part-time Employees shall be given the option of becoming full-time Employees before the Employer hires from the outside.

Section 6. Temporary Transfer

The Employer shall have the right to transfer Employees to another job classification on a temporary basis. An Employee temporarily so assigned to a different classification for the convenience of the Employer will be paid the rate of pay which he/she received in his/her regular classification or the rate of pay of the classification to which he/she is temporarily assigned, whichever is higher.

Section 7. Recall

- (a) Whenever a vacancy occurs in a job-classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability and qualifications to do the work and, if not, the next senior qualified Employee will be recalled, and so on. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing.
- (b) Newly hired probationary Employees who have been laid off have no recall privileges.

ARTICLE 12: SHIFTS

Section 1.

Regular full-time Employees shall work on the shift, shifts, or shift arrangement for which they were hired. This should not be construed as restricting voluntary acceptance of work. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, the Employee shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees.

Section 2.

Employees may trade days off provided they do so within the same work week and provided it does not cost the Employer any additional money as overtime. The change request must be in writing and submitted to the supervisor and designee for his/her approval prior to the change. Both Employees must sign the request before the change will be considered. If the Employee who changes does not show, the said Employee shall not be allowed to trade for 30 days.

Section 3.

The Employer will schedule Employees working in seven day departments every other weekend off. Those with a greater benefit shall maintain said benefit.

Section 4.

Effective the first full pay-period following ratification (October 27, 2004), each Employee required to work the second or third shifts shall receive a shift differential of One Dollar (\$1.00) per hour.

ARTICLE 13: HOURS OF WORK

Section 1.

An Employee shall receive an unpaid lunch period of 30 minutes during a shift lasting at least 7-1/2 hours.

Section 2.

An Employee shall receive a paid break period of 15 minutes in the first four hours of a shift lasting at least four hours and a paid break period of 15 minutes in the second four hours of a shift lasting eight hours.

Section 3.

Work schedules shall be posted a minimum of 10 days prior to the start of the work period. The work week for regular full-time Employees shall be defined as not less than 37-1/2 hours.

Section 4.

Regular part-time Employees shall be defined as those Employees who are normally scheduled for a minimum of 15 hours per week but less than 30 hours per week.

Section 5.

The normal pay period shall extend for two calendar weeks, commencing at 12:01 a.m. on Wednesday and ending at 12:00:59 a.m. on the second Wednesday thereafter. There shall be a regular payday once every other week on Wednesday.

Section 6.

Employees who are not scheduled for work and who are asked to come in and who report within 1-1/2 hours of the start of the shift for which they are called in, will be paid for the full shift, it being understood that Employees will report to work as soon as possible after being called.

ARTICLE 14: OVERTIME

Section 1.

Overtime pay shall be paid at the rate of 1-1/2 times the regular rate of pay. All Employees shall be paid overtime pay for all hours worked in excess of 40 hours per work week. Overtime shall not be pyramided.

Section 2.

The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees, whenever possible.

ARTICLE 15: GENERAL PROVISIONS

Section 1.

The Employer shall establish a grace period of six minutes per shift. The Employer shall dock for each actually minutes late after six minutes. The grace period is for pay purposes only and not a grace period for reporting to work late.

Section 2.

Job descriptions shall be provided by the Employer to the Union and to each Employee.

Section 3.

The Employer shall provide a break room.

Section 4.

All payroll errors which are the fault of the Employer and which exceed twenty-five dollars (\$25.00) or more shall be corrected within three working days from the date the Employee notifies the Employer of the error so long as the Employee notifies the Employer after receiving the paycheck. Employee must notify Employer within 24 hours of receipt of check.

Section 5.

The Employer will continue to maintain past practice of pulling Employees to another floor.

Section 6. Uniforms

Effective January 1, 2011 all full-time Employees in the nursing departments shall receive a uniform allowance of \$180.00 per year and all regular part-time Employees in the nursing departments shall receive a uniform allowance of \$160.00 per year. Employees shall be eligible to receive their uniform allowance on or about their anniversary date. Effective January 1, 2017, and thereafter, all full-time employees in the nursing department shall receive a uniform allowance of \$205.00 per year and all regular part-time Employees in the nursing departments shall receive a uniform allowance of \$185.00 per year. Employees shall be eligible to receive their uniform allowance on or about their anniversary date. All Employees will continue to be in compliance with the new uniform policy.

Section 7.

The Employer shall provide free parking.

Section 8.

If the Employer requires a physical examination of its Employees, this shall be provided at no cost to Employees.

Section 9.

All Employees who are off on a regular payday as well as Employees who work 3-11 and 11-7 shifts, shall receive their paychecks on Wednesdays.

Section 10.

If an Employee is called to take care of a patient on his/her lunch period, the Employee will be able to resume his/her lunch period or be paid for the time not taken.

Section 11.

The Employer agrees to post notice of vacancies for all bargaining unit positions.

Section 12. Smoke-Free Work Force.

The Employer and the Union agree that the Employer may implement a policy of "No Smoking" in the facility. If this policy is put into effect, the union will be given at least 30 days' notice to the policy becoming effective.

Section 13. Weekend Differential.

Effective October 21, 2020, all bargaining unit Employees working weekend hours (from 11 p.m. Friday to 11 p.m. Sunday) shall receive \$1.15 per hour for all hours worked during this time provided they work the last scheduled workday prior to the weekend, all scheduled hours during the weekend and the first scheduled day after the weekend. Effective the pay period beginning November 23, 2016, the Employer agrees to increase the weekend differential to \$1.00 per hour. Employees who do not work the required time will forfeit their weekend bonus for the entire pay period. The intent of this benefit is to reduce the amount of weekend absences.

Section 14. Preceptor Differential.

Any bargaining unit Employee required to train newly hired Employees, shall be paid an additional one dollar (\$ 1.00) per hour while training a Employee.

ARTICLE 16: PERSONNEL FILES

Section 1.

An Employee and his/her Union representative and/or delegate, upon written consent from the Employee, may inspect the contents of his/her personnel file under the following terms and conditions:

- (a) He/she must make an appointment with the Personnel Department;

- (b) He/she will not be paid for the time inspecting his/her file;
- (c) Nothing may be removed from the file; and
- (d) Nothing may be written by the Employee or his/her representative or delegate on any papers in the file.

Section 2.

All minor infractions on an Employee's records shall be inactive after 12 months, provided that the 12 months' period shall be free of related infractions.

Section 3.

Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who disagrees with the evaluation shall have the right to express his/her written opinion of the evaluation and the written opinion will be attached to the evaluation form and placed in his/her personnel file.

ARTICLE 17: MISCELLANEOUS

Section 1. Correct Home Address and Phone Number.

It is the obligation of every Employee, including those on layoff, to keep the Employer informed in writing of his/her current home address and telephone number. The Employer's obligation in connection with recall shall end with a notice of recall sent by the Employer by certified mail or by telegram to the Employee's current address as shown on the records of the Employer. A copy of the recall certified letter will be sent to the Union.

Section 2. Bargaining Unit Work.

Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees.

Section 3. Change of Starting Time.

In the event that the Employer wishes to permanently change an Employee's starting time, the Employer shall notify the Employee in writing of such change two weeks in advance. In the event that the Employer wishes to temporarily change an Employee's starting time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary, but the Employer will attempt to notify the Employee as far in advance as possible. The provision shall not apply to probationary Employees.

Section 4. Reporting Pay.

An Employee who reports for work at the start of his/her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four hours' pay at the regular hourly rate of pay or they may be assigned other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or causes beyond the control of the Employer.

Section 5. Unclassified Jobs.

If the Employer should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this Agreement and yet involves duties which render the Employee subject to the Agreement, the wage rate of such Employee shall be determined by negotiation between the Union and the Employer. Before the position is implemented, the wage rate must be mutually agreed upon. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

Section 6. Legal Fund.

The Employer shall pay \$.010 per hour worked per Employee for non-work related Employee legal services.

Section 7. Retirement Savings Plan.

Pension Fund/401(k) Plan. Effective December 31, 2007, the HCR Union Employees' Pension Plan ("Pension Plan") will be frozen. Future service by eligible participants as defined under the Pension Plan will count toward vesting under the Pension Plan. (Vesting Example - An Employee with three years of qualified service as of December 31, 2007 who continues to work for the Employer will continue to have his/her future service count towards vesting. As a result, once the Employee completes five years of qualified service, he/she would be 100% vested for their three years of service that ended December 31, 2007. If the Employee fails to complete five years of service, he/she would not be entitled to a benefit under the Pension Plan.)

Effective January 1, 2008, the Pension Plan will be replaced with the HCR ManorCare Retirement Savings 401(k) Plan, ("401(k) Plan") as may be amended from time to time in accordance with the 401(k) Plan. Eligible participants as defined by the 401(k) Plan will be credited with all years of service for vesting purposes under the 401(k) Plan. Employees hired on or after January 1, 2008, will become eligible participants in accordance with the 401(k) Plan. Enrollment for eligible Employees will begin on or about November 2007. HCR ManorCare will match the amount an employee contributes to his/her account in accordance with the 401(k) plan. The match is provided annually for eligible participants who complete 1,000 hours of service and are employed for at least one year on December 31 of that year.

Section 8. Educational Assistance.

Employees will be eligible to participate in the Employer's Standard—Education Assistance Programs in accordance with the terms and conditions of those Programs as may be amended from time to time for all Company Employees. In addition, the Employer agrees to provide all full-time housekeeping, laundry, dietary, maintenance and activities Employees, who have completed one year of continuous service time off with pay to complete the 75 hour CNA certification program. The Employer also agrees to pay the tuition and tests costs for the CNA certification program.

Section 9. Joint-Labor Management Committee.

The parties hereto agree to establish a joint labor management committee composed of three (3) individuals designated by the Union and three (3) individuals designated by the Employer. Meetings of the committee will be held at least once a month for the purpose of discussing matters of mutual concern, including but not limited to issues of staffing and scheduling; minutes of each meeting will be kept by the secretary of the meeting and distributed to each member of the committee promptly after each meeting. The Chairperson and Secretary of each meeting shall be rotated between the Employer and the Union Representatives so that if the Employer's Representative is the Chairperson and the Union's Representative is the Secretary at one meeting, the reverse shall be the case at the next meeting, and so on.

The Committee is not considered a grievance committee in any manner, and the grievance and arbitration provisions of this agreement remain the sole procedure(s) for resolving grievances.

Section 10. Vacant Shift Premium.

The Employer will provide a vacant shift premium, at the discretion of the facility manager. When the facility experiences vacancies in staffing and it is determined by the manager that there is a need to fill the vacant shift(s), defined as a minimum of a four (4) hour shift), it will pay a minimum of \$2.00 per hour vacant shift premium to Employees who volunteer to work the vacant shift(s). Employees who volunteer to work for vacant shift(s) but then call off from their regularly scheduled shifts during the same pay period, will forfeit any vacant shift premium they would have otherwise earned, unless the Employee can provide an explanation for the call off which is acceptable to the manager.

Section 11. Referral Bonus.

Employees shall be entitled to a referral bonus in accordance with the Employer Policy, which may be changed from time to time and at the discretion of the Employer. When the referral bonus is paid to the referring employee, such amount shall not be less than \$200 and shall be paid in two (2) installments (90 days following hiring of new employee and 9 months following hiring of new employee), when the referred Employee remains employed for 9 months and all terms of the Employer's Referral bonus policy are met.

ARTICLE 18: RESIGNATION

Section 1.

An Employee who resigns shall give the Employer 14-calendar days' written notice.

Section 2.

All earned but unused vacation and holiday pay will be paid upon termination of employment regardless of the reason for termination or whether notice was provided to the Employer.

ARTICLE 19: UNPAID LEAVES

Section 1. Leaves of Absence.

Leaves of absence for personal reasons may be granted to an Employee who has completed the probationary period. A leave of absence may be granted for up to 30-calendar days. Extensions will be considered on a case-by-case basis. Extensions may be granted at the discretion of the Administrator, but the total length of a leave and any extensions may not exceed six months. Such extensions shall not be unreasonably denied.

The Employee is responsible for requesting such a leave and obtaining management approval prior to his/her absence. An Employee may not accept other employment while on a leave and may be terminated for violation of this provision except where written consent has been obtained from the Employer.

Two weeks prior to returning to work, a written notice must be presented to the HR Department. When possible, an Employee returning from a leave will be assigned to the same or substantially equivalent job. If this is not possible, the Employee will be given preference in filling other jobs for which he/she is qualified, based on seniority.

The Company agrees to abide by the provisions of the Family Medical Leave Act (FMLA).

Section 2. Disability Leave.

Leaves of absence due to injury, illness or maternity may be granted to an Employee who has completed the probationary period. A leave of absence can be granted on a month-to-month basis. Requests for extensions must be in writing. Such extensions shall not be unreasonably denied, and the total length of a leave and any extensions may not exceed six months. The maximum leave time may be modified to reasonably accommodate qualified individuals with disabilities under the Americans with Disabilities Act ("ADA"), Pennsylvania Human Relations Act ("PHRA") or employees disabled due to pregnancy or related medical conditions, unless to do so poses an undue hardship on the operations of the Employer.

In requesting a leave of absence, the Employee must give prompt written notice of disability to the Employer. The notice will include a doctor's certificate stating the nature of the

disability, the date until which the Employee may work (if applicable) and the expected date of return to work. Requests for extensions must include a doctor's certificate stating the nature of the ongoing disability, the reason for the extension and the expected date of return.

Two weeks prior to returning to work, a doctor's certificate stating that the Employee is physically able to return to work must be submitted to the HR Department. The Employer reserves the right to require the Employee to be examined by a designated physician.

In the event of a disagreement between the doctor designated by the Employer and the Employee's doctor, the Employee will be examined by a third doctor mutually agreed to by the Employer and the Union. The decision of the third doctor concerning the Employee's condition will be binding on all parties.

Upon return to work from a leave of absence, an Employee will be restored to the job previously held, or a comparable job with regard to work and rate of pay, i.e., an Employee on the first shift who goes on a leave of absence shall, upon return to work, be returned to the first shift. The replaced Employee will be transferred in accordance with the provisions of this Agreement.

Failure to notify the Employer of availability for work, failure to return to work upon the expiration of a leave or continued indefinite absence from work, or because a leave extends beyond the maximum allowed by law will be considered a voluntary termination of employment. Voluntary terminations following indefinite disability leaves, granted in accordance with this paragraph would not prohibit the employee from reapplying for employment. If there was a break in service between the time of the voluntary quit and the time of re-employment with the Employer, in accordance with the employer's Restoration of Service policy (1100.15 issued 09/01/09) or as may be amended.

Nothing contained in this Article or in any other provision of this Agreement shall be construed as authorizing or permitting sporadic absence for any reason.

Except for leave of absence because of an Employee's illness or injury or other circumstances beyond the Employee's control, a leave of absence will not become effective earlier than the 14th calendar day following the Employee's submission of his/her written request for leave.

An Employee shall not be entitled to return from a leave of absence unless the Employee has given the Employer at least seven calendar days' advance written notice of returning to work. However, the Employer may waive this provision at its discretion.

Falsification of the reason for a request for a leave of absence or obtaining gainful employment during a leave of absence shall be cause for discharge.

Section 3. Military Leave.

Military Leave of Absence will be granted to any Employee who is on active duty in the U.S. Armed Forces in accordance with applicable laws.

Section 4. Union Leave.

A leave of absence for a period not to exceed three years, subject to Employer approval given in each year, shall be granted at the Union's request to not more than one Employee who has one or more years' of Employer seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Employer.

ARTICLE 20: PAID LEAVES

Section 1. Funeral Leave.

- (a) In the event of the death of an Employee's parent, stepparent, parent-in-law, legal guardian, spouse, child, stepchildren, brother, sister, grandparent, or grandchild, an Employee who has completed his/her probationary period will be allowed up to three regular scheduled days off with pay at his/her regular straight-time rate between the date of death and the day after the funeral. In the event of the death of an Employee's parent-in-law, an Employee who has completed his/her probationary period will be allowed up to three (3) regularly scheduled days off with pay at his/her regular straight-time rate between the date of death and the day after the funeral. Any Employee traveling 100 miles or more to attend the funeral of a covered family member shall be permitted additional unpaid leave, with proper notification and approval. Such approval will not be unreasonably denied.
- (b) There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

Section 2. Jury Duty Pay.

The Employer shall grant to all Employees, after completion of their probationary period, who are required to serve on jury service, the difference between the Employee's regular straight-time weekly earnings, not to exceed 40 times the Employee's straight-time hourly rate of pay, and any jury fee paid to the Employee. The Employee shall notify the Employer upon receipt of jury service notice as soon as practical. When an Employee is released for a day during any period of jury service, he/she shall report to the facility for work, if it is a scheduled work day.

ARTICLE 21: HEALTH INSURANCE

Section 1.

All regular full-time employees (employees who regularly work 30 hours or more per week) will have an opportunity to participate in the Employer's Group Health Plans and the Employer's Vision, Dental, and Short-Term Disability Programs. The Employer shall make available for eligible employees the same group health plans and the Employer's Vision, Dental, and Short Term Disability Programs, and employee premium contributions as provided to non-union employees as may be amended from time to time. All coverage for new hires shall become effective on the first of the month following the completion of 60 days of full-time employment.

Section 2.

The Employer will conduct open enrollment in each calendar year for the purpose of enrolling Employees in the Employer's Group/ Health Plans at the standard Employee contribution rates.

Section 3.

The Employer shall not change its group health plan Carriers without first providing the Union notice and the opportunity to discuss such changes.

The Employer will continue to offer for the term of this Agreement, current full-time employees, employees hired before November 1, 2013 who were previously enrolled in the hourly short-term disability plan, the ability to continue to participate in the hourly short-term disability plan.

All regular full-time employees who are hired on or after November 1, 2013, and those current full-time employees, employees hired before November 1, 2013 who previously did not enroll hourly short-term disability plan, shall be eligible to participate Employer's standard temporary disability program (currently offered by MetLife) as is offered to non-union employees and as may be amended from time to time.

All regular full-time employees will be eligible to participate in the full range of benefits offered by MetLife. The cost of the disability program is paid by the individual employee. Employees will have the opportunity to enroll in all voluntary benefits during the annual open enrollment period.

Section 4.

The parties agree that the Employer's group health plans and the above sections may have to be amended, modified, or terminated to become and remain in compliance with the Patient Protection and Affordable Health Care Acts.

ARTICLE 22: LIFE INSURANCE

The Employer will maintain its present practice of life insurance, one times annual base wage rounded to the next higher thousand, maximum fifty thousand dollars (\$50,000).

ARTICLE 23: SICK LEAVE

Section 1.

Sick leave is defined as an absence of an Employee from work by reason of illness or non-work connected accident which is not compensable under the workers' compensation laws of the Commonwealth of Pennsylvania.

Section 2.

Regular full-time employees will earn sick leave at a rate of .00385 hours for each hour worked and/or paid to a maximum of ten (10) days per year. Earned sick days must be used in the event of the employee's absence due to illness or injury.

Section 3.

To be eligible for benefits under this Article, Employees who are absent must notify the Employer two hours prior to the start of their regularly scheduled shift. The Employer may require written clarification of a physician or other proof of illness or injury hereunder for those Employees absent more than two consecutive days. Employees who have been on sick leave also may be required to be examined by the Employer's doctor or his/her designee before being permitted to return to duty.

Section 4.

An Employee may use sick days or partial sick days to cover time lost from work for visits to the doctor or dentist, provided such time is requested and approved in advance. Approval shall not be unreasonably denied.

Section 5.

Employees may use available sick leave to care for an ill spouse or ill dependent children residing in Employee's household.

Section 6.

All eligible Employees who work less than 30 but at least 15 hours per week shall receive pro-rated sick time.

Section 7.

The Employee will be paid for accrued but unused sick days. Sick days are accrued from December through November of the following year. Employees currently cash out all accrued but unused sick days the last day of the last pay period of November of each year. Except for unforeseen circumstances, the Employer agrees to pay unused sick days in the first paycheck in December.

Section 8.

Employees who use sick leave in violation of the sick leave policy may be subject to discipline in accordance with the Attendance Policy HCR ManorCare Eastern Division.

ARTICLE 24: VACATIONS

Section 1.

All regular full-time and current part-time, employees hired before November 1, 2019 covered by this Agreement shall, upon the completion of continuous service for the periods hereinafter specified, become entitled to annual vacations with pay for the periods indicated:

One Year's Employment:	Two Weeks
Five Years' Employment:	Three Weeks
15 Years' Employment:	Four Weeks

Effective January 2, 2005

20 Years' Employment:	Four Weeks and Three Days
-----------------------	---------------------------

Part-time employees hired on or after November 1, 2019, or current employees who change their status from full-time to part-time on or after November 1, 2019, will not be eligible for vacations with pay.

Section 2.

The right to schedule an Employee's vacation is reserved by the Employer in order to ensure proper and adequate care for the residents. Employees will be allowed to take a maximum of five single days of vacation per year with proper notice. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer.

It is understood that the Employer's needs may be greater during the period December 20th through January 1st in any given year. However, no Employee shall have his/her vacation unreasonably denied.

Section 3.

Vacations shall be granted on a job classification per department basis and all vacation requests must be in by March 15th. Vacation selected after March 15th shall be on a first-come, first-served basis provided that at least three weeks' advance written notice of a desired vacation time is submitted for approval.

Section 4.

No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each anniversary year and may not be accrued from year to year and Employees will not be compensated for vacation time not taken.

Section 5.

Vacation pay shall be pro-rated and based upon the average weekly hours worked for the 52-week period preceding the Employee's anniversary date.

Employees who voluntarily resign their employment or are terminated for any reason will be paid their earned but unused vacation benefits.

Section 6.

Vacation pay shall be pro-rated and based upon the average weekly hours worked for the 52-week period preceding the Employee's anniversary date for regular part-time Employees.

Section 7.

If a holiday as set forth in Article 25 occurs during an Employee's vacation period, he/she may have his/her vacation period extended an additional day, or he/she may have an additional day scheduled off at the convenience of the Employer and the Employee.

Section 8.

Pay for any earned and unused vacation time, will be paid out automatically and not forfeited upon the employee's anniversary date. Payment will be issued as early as the pay period following the employee's anniversary date.

Section 9.

Employees shall not be required to make up weekends due to vacation. If an Employee calls out on their weekend to work, said Employee shall make up the weekend within 30 days, with the option of rescheduling said weekend right after the absence or the next scheduled weekend off. Employees with 18 or more years of service will not be required to make up a weekend; 20-year Employees are not required to work weekends.

ARTICLE 25: HOLIDAYS

Section 1.

Eligible Employees, upon completion of their probationary period, shall be entitled to the following paid holidays within each calendar year:

New Year's Day	Norman Rayford Day (August 28)
Dr. Martin Luther King's Birthday	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
July 4th (Independence Day)	One Personal Day

Effective 10/30/99 each Employee with one or more years' seniority shall be entitled to one personal day per year.

Section 2.

Regular part-time Employees shall receive holiday pay on a pro-rated basis of an Employee's hours worked in the five pay periods immediately preceding the holiday. Fulltime Employees shall receive holiday pay equivalent to their normal hours worked.

Section 3.

If the holiday falls on the Employee's day off, the Employee will receive the holiday pay, or another day off in the pay period.

Section 4.

An Employee, to be eligible for the paid holidays, must have completed the probationary period.

Section 5.

Any Employee on unpaid leave of absence shall not be entitled to any holiday pay falling within the unpaid leave of absence. An Employee must work the day before and the day after said holiday to be eligible for holiday pay.

Section 6.

Employees working on Christmas Day, New Year's Day, Martin Luther King Day, July 4th, Thanksgiving Day, Memorial Day, Norman Rayford Day, Labor Day, and Good Friday, excluding personal days, shall be paid 1-1/2 times for all hours worked on said day. Employees who wish to receive another day off within 30 days after said holiday may do so provided they make the request prior to the holiday. Employees may take pay in lieu of added day. Approval of the additional day off will depend upon the staffing needs of the Facility. Such requests will not be unreasonably denied. If the Employer cannot accommodate the employees initial request for the day off, the Employer may offer an alternative day if practical which the employee may accept or reject.

Section 7.

If any of the above, excluding personal days, fall during the Employee's vacation, the Employee's vacation shall be extended by an added day.

ARTICLE 26: ON-THE-JOB INJURY OR SICKNESS

Section 1.

An Employee who is injured or becomes ill during the course of his shift, with such injury or illness requiring medical treatment, will be compensated for the time lost while receiving such treatment up to a maximum of the completion of the Employee's shift as long as the injury or illness is reported to the Employer. This provision shall not apply to illness or injury caused by the Employee's own negligence or brought on by the Employee's own intemperance. If

the Employee is kept in the hospital or sent home pursuant to the orders of the physician, the Employee shall be paid for the balance of his shift at the appropriate hourly rate.

ARTICLE 27: SAFETY

Section 1.

Both the Employer and the Union agree that health and safety in the work place are important to the operation of the facility. The Union agrees to cooperate with the Employer in assuring conformity to all established safety rules and regulations.

ARTICLE 28: NON-DISCRIMINATION

Section 1.

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, sex, age, handicap or veteran status. All references to male Employees in this Agreement shall also be applicable to female Employees.

ARTICLE 29: SEPARABILITY

Section 1.

In the event that the enactment of any state or federal law or that the decision of any court of competent jurisdiction should render any particular portion or term of this Agreement invalid and unenforceable, then such provision shall be deemed to be automatically deleted from the Agreement but the remaining portions, terms, and provisions shall remain unaffected and continue in full force for the unexpired term of the Agreement.

ARTICLE 30: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all subjects have been discussed and negotiated and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

This Agreement supersedes and cancels all previous policy agreements and all past practices and this Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of labor, benefits, and conditions of employment and includes all collective bargaining for the term of this Agreement. All Employee benefits and rights existing before the effective date of this Agreement are superseded by this Agreement unless expressly contained herein. Further, the Union understands and agrees that the Company may change or eliminate any past practice that is not specifically written into this contract any time during the term of this contract and will not have any obligation to bargain over any such change or elimination.


ARTICLE 31: DURATION

This Agreement shall be in full force and effect for the period commencing October 31, 2019, and ending at midnight, October 30, 2022. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the 90th day immediately preceding the termination date of this Agreement.

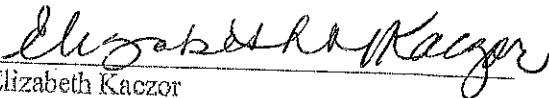
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2019.

National Union of Hospital and Health Care
Employees, AFSCME, AFL-CIO and its
affiliate District 1199C

Wallingford Nursing and Rehabilitation
Center -- Wallingford PA LLC d/b/a Manor
Care Health Services Wallingford


Chris Woods, President

Chris Woods
President


Elizabeth Kaczor
Vice President, Human Resources

**APPENDIX A
WAGES**

Employees shall be paid in accordance with Company Policy (currently paychecks are available every two weeks on Wednesday at 10:00 a.m.) as may be changed from time to time for all Company Employees. Before any changes are made, the Employer shall provide all affected Employees and the Union with advance notice of the changes. Employees working the Third Shift (11:00 p.m. to 7:00 a.m.) shall receive their paycheck before the end of their shift. All wages will be paid by direct deposit or via **Pay card** in accordance with Pennsylvania law, provided the Employees have accounts to direct deposit to. The Employer agrees to assist Employees in establishing direct deposit accounts with area banks or credit unions or via **Pay card**. The Employer agrees to deduct from the paychecks of those Employees who are required to pay earned income taxes to the City of Chester.

The Employer reserves the right to increase hire rates should competition and/or market forces require such change. If management needs to increase start rates during the term of the contract to meet market forces and/or competition it shall notify the Union. Current employees with comparable experience to newly hired employees will not fall below the minimum start rates.

During the term of this Agreement, the minimum starting rates for all new regular, full-time and part-time employees covered by this Agreement shall be at least:

All Minimum Start Rates Become Effective at Ratification

Ward Clerks	\$12.38
Central Supply	\$12.38
Restorative Aides	\$12.38
Physical Therapy Aides	\$12.38
Maintenance	\$13.35

Certified Nursing Assistants

0 Year's Experience	\$12.38
1 Year of Experience	\$12.57
2 Year of Experience	\$12.75
3 Years of Experience	\$12.95
4 Years of Experience	\$13.14
5 Years of Experience	\$13.34

General Wage Increases

All Non-Probationary employees who are above the newly established minimum start rate increases, which are effective upon ratification, shall be entitled to a 3% general wage increase in base hourly rate, to be paid retroactive to October 30, 2019.

Effective October 30, 2020, all non-probationary employees on the active payroll, shall receive a 2% general wage increase to their base hourly rate. The minimum start rates for all bargaining unit positions covered by this agreement will also be increased by 2%.

Effective October 30, 2021, all non-probationary employees who are above the newly established minimum start rate increases, which are effective upon ratification, shall be entitled to a 3% general wage increase in base hourly rate. The minimum start rates for all bargaining unit positions covered by this agreement, will also be increased by 3%.

**SIDE LETTER OF UNDERSTANDING
RETENTION BONUS 2020**

The Employer will provide Employees with a 1% retention bonus on December 1, 2020.

**SIDE LETTER OF UNDERSTANDING
STAFFING PATTERNS**

The parties agree to meet within 60 days of Ratification of this agreement to discuss staffing and scheduling patterns and the Employees concerns about inadequate staffing and scheduling patterns.

APPENDIX B
LETTER OF UNDERSTAND - PAY FOR PARTICIPATING IN NEGOTIATIONS

The Employer agrees that if the Union Committee agrees to recommend ratification of the Tentative Agreements reached during the negotiations of the 2019 Agreement, and the Tentative Agreements are ratified without a strike as defined in Article 5, Section 2, the Employer will compensate the Employee members of the Union Committee for the shifts they missed because they attended the bargaining sessions.

EXHIBIT C
PAY CHECK EXPLANATION

Following ratification of the 2016 Agreement, the Employer agrees to meet with all Employees covered by this Agreement for the purpose of explaining the employee paycheck display.

EXHIBIT D

If during the term of this Agreement, the Employer decides to sell Wallingford Nursing and Rehabilitation Center, all employees covered by this Agreement will be paid for all earned and unused vacation and sick time as part of their final pay from the Employer.

EXHIBIT E
RETENTION BONUS

Effective January 17, 2018, all non-probationary employees on the active payroll, shall receive a 1% lump sum retention bonus based upon the individual employees' 2017 hours worked.

**EXHIBIT F
CHECK-OFF FORM**

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date

PLEASE DO NOT WRITE IN ABOVE SPACE--FOR OFFICE USE ONLY

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
1319 Locust Street, Philadelphia, PA 19107

APPLICATION FOR MEMBERSHIP

Please print

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed at _____ Dept/Job Title _____

Salary _____ Hrs. per week _____ Date Hired _____

Work Phone _____ Home Phone _____

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

To: _____ (the Employer)
You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION, is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including Section 302(c) of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____

EXHIBIT G
DISTRICT 1199C POLITICAL ACTION FUND FORM

Political Action—Protection for your future

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____
Address _____ Phone _____
City _____ State _____ Zip Code _____
Employed at _____
Department _____ Job Title _____
Amount of Pledge _____ per year/per month Soc. Sec. No. _____
Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-Off Authorization

Date _____

To: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per year/per month, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____
Dept. _____ Home Address _____

