COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HEALTHCARE SERVICES (HOUSEKEEPING) AT VILLA AT BRYN MAWR, LLC (EMPLOYER)

AND

UNITED FOOD & COMMERCIAL WORKERS LOCAL 653 (UNION)

EFFECTIVE:

FEBRUARY 1, 2018

THROUGH

JANUARY 31, 2021

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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is effective February 1, 2018, by and between Healthcare Services (Housekeeping) at Villa at Bryn Mawr, LLC ("Employer") and the United Food & Commercial Workers Local 653 ("Union").

ARTICLE I.
RECOGNITION

Bargaining Unit

1.1. The Union shall be the sole representative of all full-time and regular part-time housekeeping, laundry, and floor maintenance employees of the Employer in the classifications set forth in Article XXIV hereof, excluding administrator, department heads, registered nurses, all professional employees, office clerical employees, and dietary employees, temporary or on-call employees, guards, and supervisors as defined by the National Labor Relations Act of 1947, as amended.

New Classifications

1.2. In the event that any new or different service and maintenance classifications or titles not specified in Article XXIV are established and such classification or title should be within the service and maintenance unit but not specifically enumerated in such classification, then the Union shall nevertheless be the sole representative of said employee; the employee shall be included within the terms and conditions of this Agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union, and the rate agreed upon shall become a part of this Agreement as of the date such classification or title was established.

ARTICLE II.
CLASSIFICATION OF EMPLOYEES

2.1. Full-time employees are those employees who average at least 30 hours or more per week of work on a regular and consistent basis.

Part-time employees are those employees who work under 30 hours per week on a regular and consistent basis.

Employees who are not regularly scheduled are casual and on-call employees.

ARTICLE III.
BARGAINING UNIT

New, Modified, or Disputed Classification

3.1. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of any current, new or modified job classification not specified in the "WAGE RATES" Article (Article XXIII) of this

Agreement, the issue shall be submitted to the National Labor Relations Board ("NLRB") for determination. Upon inclusion, by agreement between the Employer and Union, or by final order of the NLRB, of a new or modified job classification within the bargaining unit for which the Employer has recognized the Union as exclusive representative, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement classification.

ARTICLE IV.
NO DISCRIMINATION

Equal Employment Opportunity and Prohibition of Discrimination

4.1. The Employer agrees not to discriminate against any applicant or Employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual's race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy, marital status, sexual orientation, protected genetic information, status with respect to public assistance, harassment on the basis of sex, race, or any other protected characteristic or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

4.2. There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

ARTICLE V.
MANAGEMENT RIGHTS

5.1. Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage all aspects of the Facility, to direct control, and schedule its operations and work force and to make any and all decisions affecting Employees and/or the Facility, whether or not specifically mentioned below. Such prerogatives, authority, and functions shall include but are not limited to the sole exclusive rights to:

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, discharge for just cause.

2. Select and determine the number of Employees, including the number assigned to any shift, department, classification, unit, or location or in the Employer's Facility.

3. Increase or decrease the number of Employees working in any shift, unit, department, or schedule, or extend/reduce individual or multiple Employees' shift duration.

4. Direct and schedule the work force including establishing and changing shift/classification durations, starting, ending, break times, and or extend/reduce individual or multiple Employees' shift duration, reduce hours within a unit, classification, or department.

5. Determine the location and type of the Facility's residents, services, and operations.

6. Add, modify, discontinue, or remove services, units, equipment, materials, or supplies.

7. Determine the methods, procedures, equipment, supplies, and operations to be utilized by Employees while working.

8. Establish, increase, or decrease the number of work shifts and their starting and/or ending times, and to establish shift lengths, and to lengthen or shorten shifts.

9. Promulgate, post and enforce reasonable rules, regulations, standards, policies, forms, and procedures regarding attendance, conduct, performance, and acts of Employees during work hours.

10. Select, assign, and direct supervisory Employees.

11. Make all decisions regarding the training of Employees.

12. Introduce new and improved methods of operations.

13. Establish, change, combine, and determine job content, qualifications, and licensure.

14. Develop, distribute, and enforce Employee handbooks and Employee-related policies, procedures, forms, and standards, including standards for attendance, conduct, performance and resident care.

15. Expand, reduce, consolidate, reorganize, or eliminate any Department, resident care unit, floor or any and all other aspects of the Employer's operations.

16. Make any and all other staffing, scheduling, assignment, operational, or other determinations or adjustments the Employer deems necessary in light of the Employer's resident census, case mix, availability of staff, workforce skill levels, weather, or any other financial, regulatory, resident care, qualitative, or other objective or consideration.

17. Implement and enforce applicant and Employee drug and alcohol testing policies, procedures, and standards to the extent permitted by applicable law.

18. Supplement the Employer's Employee workforce through the use of contract service providers, independent contractors, contract labor, or workers provided by

sources of qualified staff, including nursing pools, registries, and all other sources of qualified staff.

ARTICLE VI.
SUBCONTRACTING

6.1. The Employer and the Union agree that the Employer shall not contract out direct resident care any bargaining unit work that would result in the permanent lay-off of bargaining unit Employees without first notifying the Union of such; and second, making a reasonable effort to meet with representatives of the Union to confer and look at possible alternatives to such subcontracting. Once the Employer has provided that notice and made a reasonable attempt to meet with the Union, the Employer may contract out or subcontract bargaining unit work. The Article shall in no way restrict the Employer's Management Right to supplement its Employee workforce.

ARTICLE VII.
PROBATIONARY PERIOD

7.1 Employees shall be probationary Employees for the first sixty (60) calendar days of employment from their most recent date of hire and during such period, may be disciplined or terminated without cause and without said discipline or termination causing a breach of this Agreement, and may not be challenged through grievance pursuant to this Agreement.

7.2 The Employer may require a thirty (30) calendar day extension of an Employee's probationary period provided the notice is submitted in writing to the Employee and the Union no later than the end of the probationary period.

ARTICLE VIII.
DISCIPLINE AND DISCHARGE

No Discipline or Discharge Without Cause

8.1 The Employer shall not discipline or discharge an Employee who has completed their probationary period (or any extension thereof) without just cause.

ARTICLE IX.
UNION SECURITY

Membership or Service Fees

9.1. Except as provided herein, all employees covered by this Agreement who are now or may hereafter become members of the Union shall, during the life of this Agreement or any renewal thereof, remain members of the Union as a condition of employment. All present employees who are not members of the Union shall become and remain members not later than the 30th calendar day following the commencement of this Agreement, or the completion of their probationary period (whichever occurs later). All new employees shall, not later than the completion of their probationary

period, become and remain members of the Union during the life of this Agreement or any renewal thereof. "Membership" for the purpose of this Agreement is defined to mean the payment of a uniform initiation fee and uniform regular monthly dues. Employees who do not become Union members as provided above shall pay a service fee which shall be based on that proportion of initiation fees and dues that relate to Union representational activities. Any employee who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within fourteen (14) calendar days of the Employer's receipt of written notice from the Union.

Voluntary Check-Off

9.2. The Employer agrees to deduct Union dues and initiation fees, or service fees and enrollment fees, from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which is irrevocable for a period of one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer from the wages of the employees during the first two pay periods of each month and shall be transmitted to the Union by the tenth (10^{th}) of each month. The Union shall submit a list of employees from whose pay dues deductions shall be made not later than two (2) weeks prior to the first (1^{st}) of each month. The Union shall hold the Employer harmless from any dispute with an employee concerning the deductions made.

In the event that no wages or insufficient wages are due the employee, the deduction will be made from the first wages of adequate amount next due the employee and will be forwarded to the Union.

The Employer will furnish the Union with a list of employees for whom deductions are made.

List of Employees

9.3. The Employer agrees to furnish to the Union, within thirty (30) days of the effective date of this Agreement, a list of all employees covered by this Agreement, together with their addresses, social security numbers, classifications, date of hire, hourly rate of pay, and number of hours worked per pay period. Thereafter, the Employer agrees to furnish to the Union a monthly list of new hires and terminations and employees on leave of absence containing the same information as referred to above.

ARTICLE X.
UNION REPRESENTATIVE ACCESS

10.1. A Union representative shall be permitted to visit the Employer to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit employees under the following criteria:

1. The Union shall notify the Employer as to which business representative is assigned to the Employer.

2. The business representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.

3. Such visit will be limited to the break room unless different arrangements are made between the Employer and the Union business representative.

4. Employees working with the business representative will do so on non-work time. Other meetings requiring the presence of the business representative, i.e., grievance meetings, labor/management, etc. will be arranged between the Employer and the business representative.

10.2. New Hire Orientation - The Employer agrees that it will permit Union representatives and/or stewards to perform orientations to discuss for up to thirty (30) consecutive minutes the benefits under this Agreement and of Union membership. The Employer agrees to provide the Union with seven (7) days' notice of the dates, times and location of all orientation sessions and provide a list of workers including name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours and company employee ID number.

ARTICLE XI.
BULLETIN BOARD

11.1. The Employer will allow the Union space to post notices of Union meetings, list of stewards, and other Union business in the Employer's break room. Under no circumstances shall such notices include inflammatory or derogatory comments. The Employer may remove postings which the Employer believes violate the above sentence.

ARTICLE XII.
LABOR/MANAGEMENT MEETINGS

12.1. The Employer and the Union agree that during the life of this Agreement, individuals from both parties (the number to be mutually agreed upon) be designated in writing by each party to the other for the purpose of meeting on a mutually agreeable schedule and at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, ideas, etc., related to the Facility, the workforce and resident services, all to promote better understanding with the other. All topics for such meetings shall be mutually agreed upon and shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement, and such meeting shall be exclusive of the grievance and arbitration proceedings in this Agreement, as grievances shall not be considered proper subjects at such meetings.

ARTICLE XIII.
GRIEVANCE AND ARBITRATION PROCEDURE

Arbitration

13.1. Any complaint to be processed under this Agreement must be registered within ten (10) days by either party to this Agreement except that a complaint as to the payment or nonpayment of the applicable wage rate must be registered within ninety (90) calendar days after the date of the alleged violation. The applicable wage rate means the minimum contract wage rates, overtime rates, and rates for vacation, holiday.

13.2. Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. Each party shall have the right to reject one entire FMCS list, and to request FMCS issuance of a new list. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made (3) strikes, shall hear and determine the dispute.

13.3. The expense of the arbitrator shall be divided equally between the Employer and the Union.

1. The complaint must be registered in writing within the specified time limits of the particular type of grievance.

2. If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and request a Panel from the FMCS.

3. The parties will mutually encourage the arbitrator to issue his or her award, absent mutual agreement of the parties, within thirty (30) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration shall be divided equally between the Employer and the Union, provided however each party shall bear the expense of preparing and presenting its own case.

4. The Employer's obligation to process grievances or to submit any disputes to arbitration under this Agreement shall end upon the expiration of this agreement, except with respect to grievances which arose prior to expiration of the Agreement.

ARTICLE XIV.
NO STRIKE, PROHIBITED CONDUCT, AND NO LOCKOUT

14.1. The Employer and the Union agree that because of the services of the Employer, that this Agreement prohibits strikes, slowdowns, lockouts or work stoppages ("Prohibited Conduct") during the life of this Agreement.

14.2. The prohibition against Prohibited Conduct and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

ARTICLE XV.
SENIORITY

Seniority of Employees Employed by Employer as of August 1, 2013

15.1. The seniority of Employees employed by the Employer as of August 1, 2013 will be based upon their most recent, prior date of hire by AVIV.

Seniority of Employees Hired by the Employer After August 1, 2013

15.2. Employees hired by the Employer after August 1, 2013, and retained by the Employer after completion of their probationary period, will be credited with seniority as of their first day of employment with the Employer and their names will be added to the seniority list for their classification.

Basis of Seniority

15.3. Except as otherwise previously provided with respect to Employees previously employed by AVIV, seniority will, for wage and benefit purposes, be based on an Employee's most recent date of hire by the Employer. Seniority shall be by classification within each department based on an Employee's most recent date of hire within or transfer to that classification. There shall be separate seniority lists for each classification which shall include full-time and part-time Employees. Employees working in more than one classification shall accrue all their seniority in their Primary Classification. An Employee's "Primary Classification" shall be the classification in which the Employee is regularly scheduled to work the most hours. Primary Classification seniority shall control for all purposes (layoff, job bids, etc.), other than employee benefits and wage rates.

Seniority Lists

15.4. The Employer shall, on or before the thirtieth (30) day following the commencement of this Agreement, prepare and post seniority lists by classification of all Employees covered by this Agreement, specifying the seniority of each Employee. Such lists shall be updated every six (6) months.

Vacant Positions

15.5. All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted at least seven (7) days before being permanently filled. The Employer may make interim assignments to vacant positions. Such notice shall state the job classification to be filled and if possible, the anticipated shift of work and hours of work per pay period and the qualifications for the position.

15.6. Job related qualifications, as determined by the Employer, may include but are not limited to, related experiences and licensure and/or registration. The Employee with what the Employer determines to be the requisite qualifications, with the most seniority in the classification with the vacant position shall be awarded the position. If no Employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. The Employer may assign Employees to particular areas, residents, or tasks as necessary to satisfy regulatory/resident care objectives, and without regard for seniority.

Transfers

15.7. Employees voluntarily transferring from one classification to another will accrue seniority, from the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain all previously accrued seniority.

Layoffs/Reductions/Recall

15.8. In reducing the number of Employees or making a reduction in hours, the Employer will determine the number of positions to be reduced within the Facility, Department, Unit, or classification. Subject to the preceding sentence, permanent layoffs shall be made in reverse order of seniority. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of twelve (12) months. The Employer will make a reasonable effort to give two (2) weeks' notice of impending permanent layoff to affected Employee(s). With respect to reduction in hours due to resident census fluctuations, case mix fluctuations, and other factors which cause the Employer to temporarily reduce staffing levels, the Employer may temporarily reduce hours by soliciting Employees to voluntarily reduce their hours, and/or by reducing the lengths of Employee(s') shifts.

15.9. Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan. Employees who move among classifications shall retain their dates of hire and/or total compensated hours for purposes of determining employee benefit plan eligibility and benefit accrual rates.

ARTICLE XVI.
HOURS OF WORK AND OVERTIME

16.1. Nothing in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per work day, week, pay period, or year.

Pay Period

16.2. A. Each Employee's pay period shall consist of fourteen (14) consecutive days beginning on a day and time which will be set by the Employer and regarding which, Employees will be notified in writing. The Employer may adjust the time/day/start time of the payroll periods with not less than fourteen (14) days' prior notice to the Union and Employees.

B. Payroll errors, if any, in the computation of an Employee's paycheck of $50.00 or more shall be corrected within seven (7) days after the error is presented to and verified by the Employer and/or Employee. Errors of less than $50.00 shall be corrected on the Employee's next paycheck.

Posting of Schedules

16.3. Schedules shall be posted a minimum of two (2) weeks in advance of Employees' scheduled work.

Filling Vacancies

16.4. In filling vacant positions, the Employer shall give preference to Employees who the Employer, in the exercise of its sole discretion, determines are most qualified for the position. If the Employer concludes that two or more candidates for a position are equally qualified, the Employer shall award the position to the Employee in accordance with seniority by classifications.

Overtime

16.5. Overtime pay shall be one and one-half (1½) times the regular rate of pay. All Employees shall be paid overtime pay for all hours worked over forty (40) in a seven (7) day workweek. Overtime payments shall not be pyramided. Employees shall not be required to take time off in lieu of overtime pay. Any overtime worked must be approved by the Employee's supervisor, or if in nursing, DON, ADON, building charge nurse or staffing coordinator, in that order. This overtime must be approved in advance by the Employee's supervisor, as defined above.

16.6 If requested by an Employee, the Employer will print out pay and/or direct deposit information for the Employee.

16.7 HCS needs to provide the union and each Employee written record of vacation and disability carryover from Villa at Bryn Mawr.

16.8 If any staff is called in to work after the shift has started, they will get paid from the beginning of said shift, provided they arrive within one (1) hour of the time of call-in.

16.9 Meal Tickets – Any employee who is working a double shift will receive a meal ticket provided by Employer.

ARTICLE XVII.
HOLIDAYS

17.1. The following days shall be considered holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

17.2. For purposes of this Agreement, a holiday will be treated as beginning at 11 p.m. prior to the calendar day of the holiday and ending at 10:59 p.m. on the calendar day of the holiday. For example, an Employee scheduled to start work at 11:00 p.m. on December 24 will be treated as working on Christmas Day, but an Employee scheduled to start work at 11:00 p.m. on December 25 will not be treated as working on Christmas Day.

17.3. The Employer recognizes that there may be religious holidays (other than those already designated above) that Employees would like to observe. If an Employee wishes to observe such a holiday, then Employee must notify his/her immediate supervisor as soon as he/she knows the date of the holiday (preferably at the start of the calendar year) in order to be given time off to observe the holiday. Employee may elect to apply accrued vacation to the time off. Otherwise, the time off will be unpaid.

17.4. Part-time employees will receive their regular rate of pay for hours worked on the holiday, plus holiday pay at their regular straight time rate of pay for the number of hours actually worked on the holiday.

17.5. Regularly scheduled part-time employees who work a minimum of five (5) days a pay period and who do not work on Memorial Day, Thanksgiving Day, or Christmas Day holiday, will receive holiday pay as follows:

After 2,080 hours: Four (4) hours of pay at their regular straight time rate of pay. Part-time employees who have not accumulated 2,080 hours shall not receive holiday pay when not working the holiday.

17.6. In order to be eligible for holiday pay for hours not worked on a holiday, an Employee must have worked the regularly scheduled day before and regularly scheduled day after the holiday, except in cases of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the Employee at the Employee's discretion.

17.7. Employees who are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay, except in the case of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the Employee.

17.8. Employees shall not be rescheduled for the purpose of defeating the holiday pay provision of this Article unless agreed to in writing between the Employee and the Employer.

ARTICLE XVIII.
REST PERIODS AND LUNCH PERIODS

18.1. All Employees shall be entitled to a fifteen- (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an Employee is required to work seven (7) or more hours in a workday. All lunch periods shall be on the Employee's own time and rest periods on the Employer's time. Rest periods and lunch periods for the individual Employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's Facility.

ARTICLE XIX.
LEAVES OF ABSENCE

19.1. The Employer will allow Employees to take leaves of absence in accordance with the "Leaves of Absence" provisions of the Employer's Employee Handbook and applicable law in effect at the time such leave is requested.

19.2. S.P.U.R. (Special Project Union Representative) Leave - The Employer agrees that it will provide a leave of absence for a period of time, not to exceed one (1) year, for an employee requested by the Union to assist the UFCW International or Local for temporary work as a Union Representative. An employee wishing to take such leave should provide the Employer with thirty (30) days' notice of their desire to take such a leave.

ARTICLE XX.
PAID SICK TIME

20.1. The Employer will allow Employees to take time off due to illness of the Employee or their family member, according to the terms of the Employer's Employee Handbook in effect at the time of the Employee's illness.

20.2. Any Employee who calls in for a shift will not be required to find a replacement for their shift.

ARTICLE XXI.
PAID VACATION

21.1. The Employer will allow Employees to take paid vacation in accordance with the provisions of the Employer's Employee Handbook in effect at the time of the Employee's vacation. All employees who have reached fifteen (15) years of service will receive an additional week of paid vacation.

ARTICLE XXII.
JURY DUTY

22.1. Eligible employees who are scheduled to work thirty (30) hours or more per week will be granted time off with pay for jury duty. The amount of time off with pay will equal up to two (2) work weeks. The actual number of hours eligible for jury duty pay will be determined by the standard number of hours in the employee's normal work week. These employees will receive their regular wage/salary for any scheduled day(s) spent on jury duty, less any compensation (not including expenses) received for serving on a jury for a maximum of eighty (80) hours per calendar year. Employees who are in their probationary period will not be eligible for jury duty pay and will have their probationary period extended equivalent to the length of time spent on jury duty.

ARTICLE XXIII.
BEREAVEMENT

23.1 Full-time employees requiring time off for the death, funeral or estate settlement of a member of their immediate family may be eligible for a paid bereavement leave of absence. For purposes of this policy, immediate family includes: the employee's spouse, domestic partner, sibling, stepsibling, parent, stepparent, child, stepchild, mother-in-law, father-in-law, sister-in-law, brother-in-law daughter-in-law, son-in-law, grandparents and grandchildren. Full-time employees may be granted time off up to a maximum of three (3) consecutive, regularly scheduled paid days. Part-time employees may be granted appropriate unpaid time off as determined by the supervisor, not to exceed three (3) days. Other bereavement leave may be granted on a case-by-case basis, which may be paid or unpaid leave.

Pay for bereavement leave is equal to eight (8) hours at the employee's regular rate of pay. Full-time, exempt employees: time off for bereavement leave is unpaid only for any work week in which the employee performs no work. In all cases where bereavement leave is unpaid, you may elect to apply accrued vacation to the absence.

Employees must send an email to Human Resources including the name of the deceased; the relationship to the employee; the name, address and phone number of the funeral home; visitation times, address, date and time of services/interment.

ARTICLE XXIV.
INSURANCE

Health Insurance
Dental Insurance
Vision Insurance

24.1. During the life of this Agreement, the Employer will offer or provide Health, Dental, and Vision, to Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions,

limits on the Employer's contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.

24.2. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer's contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer's hourly Employees. The Employer agrees to give the Union and Employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

ARTICLE XXV.
WAGE RATES

25.1.

	Housekeeping/Laundry
New Hire	$10.66
1 year	11.09
2 years	11.66
3 years	11.89
4 years	11.78
5 years	12.04

25.2. There will be a $.25 hour shift differential for evenings.

25.3 There will be wage reopeners on January 31, 2019 and January 31, 2020.

Experience Credit

25.4. Wage rates in the Agreement are minimums and employees' wages may be adjusted based on previous experience. No new employee will be hired at a rate higher than a current employee with equal experience. Experience not verified prior to employment, may only be recognized going forward. Employees who have relevant prior long-term care and/or hospital experience, may receive experience credit for the purpose of setting their initial wage rates. Whether an Employee will receive experience credit and the amount of that experience credit granted, if any, shall be within the sole discretion of the Employer and shall not be subject to the grievance/arbitration provision of the contract.

Lead Pay

25.6. Employees will receive lead pay of one dollar ($1.00) per hour while in the position of training a new employee as needed for the hours worked as a trainer. The permanent Lead Preceptor as designated by the Employer will receive the one dollar ($1.00) premium for all hours worked. The criteria, responsibilities and duties will be determined and defined by the Employer.

ARTICLE XXVI.
UNIFORMS

26.1. If the Employer requires an employee to wear a uniform in the performance of his or her duties, the Employer will provide the employee with two sets of the required uniform. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered.

ARTICLE XXVII.
RETIREMENT SAVINGS PLAN

27.1. The Employer will offer a retirement savings plan ("Plan") to employees. The Employer shall determine, and may modify without notice to or bargaining with the Union, all aspects of that Plan, including but not limited to the Plan administrator, investment options, contributions, Employer contributions, if any, and any other aspects of that Plan.

27.2. On January 31, 2019, there will be a reopener regarding the retirement savings plan.

ARTICLE XXVIII.
LIFE INSURANCE

28.1. The Employer will offer employees life insurance, with a death benefit in the amount equal to a deceased employee's annual compensation during the prior year. The Employer shall have the right to determine and change all aspects of this life insurance coverage, without prior notice to or negotiation with the Union.

ARTICLE XXIX.
DURATION AND CHANGES

Duration

29.1. This agreement shall become effective on February 1, 2018, and shall remain in effect through January 31, 2021. There will be wage reopeners on January 31, 2019 and January 31, 2020. There will be a reopener to discuss Article 27 – Retirement Savings Plan on January 31, 2019.

Termination or Changes

29.2. It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred twenty (120) days prior to January 31, 2021, or any year thereafter if it is automatically renewed.

In witness whereof the undersigned have caused this Agreement to be executed the day and year first above written.

EMPLOYER

By: _____
Ryan Viets
Healthcare Services

Date: 3/28/18

UNION:

By: Paul Crandall
Paul Crandall
UFCW Local 653

Date: 3-27-18

LOCAL 663
Wage Scale Agreed to 01/29/2020

1. Wage scales agreed to 01/29/2020:
   a. **LPN:**

	Old	New
New Hire	25.77	26.41
1 Year	26.25	26.91
2 Years	26.71	27.38
3 Years	27.20	27.88
4 Years	27.67	28.36
5 Years	28.14	28.84

   b. **TMA:**

	Old	New
New Hire	14.69	15.06
1 Year	14.99	15.36
2 Years	15.29	15.67
3 Years	15.58	15.97
4 Years	15.88	16.28
5 Years	16.17	16.57

   c. **CNA:**

	Old	New
New Hire	14.22	14.58
1 Year	14.57	14.93
2 Years	14.94	15.31
3 Years	15.29	15.67
4 Years	15.65	16.04
5 Years	15.99	16.39