

MEMORANDUM OF AGREEMENT HPAE LOCAL 5107
and


Llanfair House

HPAE, AFT/AFL-CIO (the "Union", Local 5107 Llanfair House) and Llanfair house or 'Employer") agree to a new Collective Bargaining Agreement upon the following terms and conditions, subject to ratification by the Union's members:

1. The term of the new Agreement shall be, effective December 8 , 2020 to June 30, 2022 assuming ratification by the Union members on or before April 30, 2021.
2. The Tentative Agreements described in the attached listing of Tentative Agreements will be incorporated into the new Agreement.
3. Except as modified by this Memorandum, all other terms and provisions of the parties' current Agreement (which expired on December 8, 2020) shall be continued into the new Agreement for HPAE Local 5107 , Llanfair House.
4. The parties' Tentative Agreements on the following subjects (as attached hereto) will be included in the new Agreement:
5. The Articles and Sections of the new Agreement shall be renumbered as appropriate, if necessary.
6. Once ratified the parties agree to be bound by the agreement.
7. The Parties shall meet within 15 days to review and sign off on the agreement and sign a signature sheet to be added to the final agreement.
8. The Union's negotiating committee shall recommend ratification to its members. The Members of the team shall be released and paid to attend the ratification vote.
9. HPAE shall Withdraw its 10 Day notice for informational Picketing scheduled for April 20, 2021.


For the Union:

Date:


4/20/21

For Llanfair House

Date:

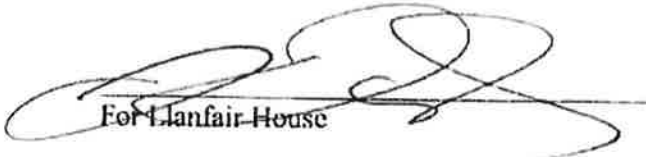

4/20/21

Llanfair House and HPAE Tentative Agreement from October 22, 2020 bargaining session

Modify Article 2, Section 2.2 & 2.3

Article 2

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of every employee in every description and job classification as certified by the National Labor Relations Board on June 12, 1980.
- 2.2 At the time of execution of this Agreement and every March 1 thereafter, the Employer will provide the Union with an alphabetical list of bargaining unit employees which will include names, addresses, ~~social security number~~, employee ID, status, and classification for regular full time employees.
- 2.3 Within thirty (30) calendar days after the date of employment of a new employee who is covered by this Agreement, the employee's name, address, ~~social security number~~, employee ID, status, classification, unit of full time employees, and date of employment will be forwarded electronically to the Union. Not less than once each month the Employer will provide the Union with any employee address change of which it was informed during the prior month. The Employer will notify the Union of the names of any employees who resign and any changes in status or employee classification.


For Llanfair House


For HPAE

Date: 3/8/21

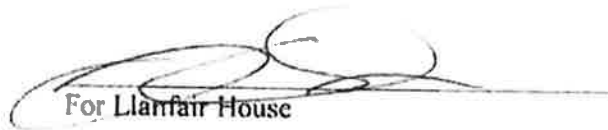
Date: 3/15/21

Llanfair House and HPAA Tentative Agreement from October 22, 2020 bargaining session

Modify Article 6, Section 6.3(5)

Article 6.3 Staff Development

Delete section 6.3(5)


For Llanfair House


For HPAA

Date: 3/8/21

Date: 3/15/21

Llanfair House and HPAAE Tentative Agreement from October 22, 2020 bargaining session

Modify Article 7, Section 7.5

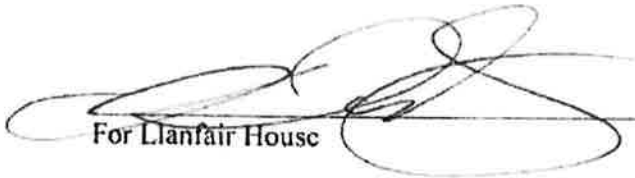
Article 7.5 Discipline

Discipline

The employer has the right to discipline an employee for just cause only. Should the Employer intend to take disciplinary action against an employee, the Employer will notify the employee involved that the conference may lead to discipline. The employee has the right to have a Union representative present at any such meeting.

The Employer will immediately notify the Union, the Local ~~President~~ **Officer/Union representative** and the employee in writing, of any disciplinary action taken against an employee. The employee and/or Union shall have the right to grieve such action.

Any disciplinary action or investigation shall be done in private, whenever possible.



For Llanfair House



For HPAAE

Date: 3/18/21


Date: 3/15/21

7.6 Personnel Files

Upon reasonable request, an employee shall have access to all his/her personnel files within twenty-four (24) hours and on the next business day. All materials in an employee's file may be subject to grievance for inaccuracies and errors contained therein. Nothing shall be removed from these files without the consent of the employee and the facility.

~~Records of disciplinary action will be removed eighteen (18) months from the date of offense or eighteen (18) months from the date of the last offense of the same nature.~~

When administering discipline, Employer will not consider an Employee's disciplinary record beyond 18 (eighteen) months from the infraction at issue.


For Llanfair House


For HPAE

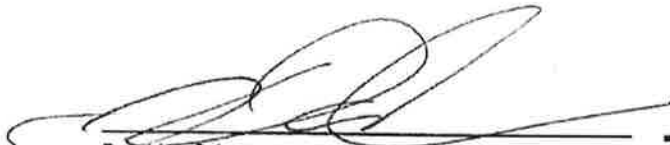
Date: 4/14/21

Date: 4/13/21

Modify Article 8, Section 8.4 (a)

Seniority shall be lost when an employee terminates employment voluntarily or is discharged for just cause. Voluntary termination of employment shall be defined as follows as a failure to report pursuant to the following guidelines:

- a) After seven (7) calendar days of receipt of a recall notice being sent to the employees address of record which shall be sent registered mail, return receipt requested.
- b) Failure to report for work within three (3) working days of the termination of an authorized leave of absence.
- c) Absence from work for one (1) working day without notification to the Employer.
- d) The absence time limits may be modified in exceptional circumstances which shall be supported with verification when an employee is unable to give notice or report.



For Llanfair House



For HPAE

Modify Article 9, Section 9.3

9.3 Work Schedules

The Employer will post a schedule of each employee's assignment one (1) week in advance of the start of the schedule and maintain such schedule until it is superseded by a new schedule or changed by agreement between the Employer and the employee concerned. Each schedule shall contain four (4) weeks of an employee's assignment. Changes in posted time schedule will not be unreasonably denied and when possible, the employee requesting the time change will seek to swap schedule with another employee.

A list of the vacant, available time on the posted time schedules shall be posted next to the time schedule. The need will be specified R.N. or R.N./L.P.N. for the entire four-week segment. The employees shall have the right to fill such time vacancies no less than five days prior to the effective date of the new schedule before such time can be filled by an outside agency nurse.

~~Swapping is the sole responsibility of the employee for changes in time on the weekend provided that an adequate number of staff exists to swap with. No~~
swapping without express prior approval by Management, which will not be unreasonably denied.

If adequate staff does not exist and the employee has provided a reasonable amount of notice of request, the request shall be granted provided the employee agrees to work on the alternate weekend in the same number of days that was granted off.

Employee's requests or preferences for the upcoming four (4) week schedule shall be submitted by the posted cut off date. These requests will be answered within five (5) days after the cut off date and will be granted by the Employer whenever possible. Any request not answered within ten (10) days will be deemed to be approved. Vacation and/or holiday requests shall be submitted in accordance with Article 11.

Llanfair House and HPAA Tentative Agreement from March 15, 2021 bargaining session

Employee's request or preferences for future unposted time schedules will be answered within four (4) weeks of submission of the request and will be granted whenever possible. If the request is not answered within four (4) weeks, the request will be deemed to be approved.

The cut off day for requests and preferences is ten (10) calendar days before the posting date of the new time schedule. The off date shall be clearly posted above the time schedule.

Preferences in time requests, available overtime and anticipated time vacancies will be granted to Full Time and Part Time employees over Per Diem employees, whenever practical.



For Llanfair House



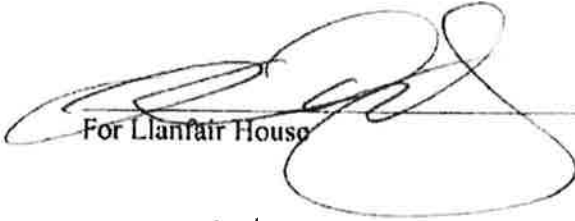
For HPAA

Llanfair House and HPAE Tentative Agreement from October 22, 2020 bargaining session

Modify Article 10, Section 10.5

Article 10 Referral Bonus Program

Delete all of 10.5



For Llanfair House

Date: 3/8/21



For HPAE

Date: 3/15/21

11.4 Personal Days

All Full Time employees shall be entitled to three (3) personal days each year of employment and all Part Time employees shall be entitled to two (2) personal days for each year of employment. Personal days shall be compensated at the employee's regular compensation rate of pay.

Employees' shall make their best efforts to schedule personal days as far in advance as possible. At a minimum, the following notice shall be given:

- Full Time employees shall be required to give advance notice before the start of his or her shift as follows,

- For two of the three personal days, at least three (3) days,

- For one of the three personal days, **regardless of shift, if practicable**, 24 hours notice, but under no circumstances, less than **three (3) hours of notice, absent exigent circumstances***. **An employee who cannot provide three (3) hours of notice must provide Management the general exigent circumstances which prevented the employee from reporting for his or her shift.**

- Part Time employees shall be required to give advance notice before the start of his or her shift as follows,

- For one of the two personal days, at least three (3) days,

- For one of the two personal days, **regardless of shift, if practicable**, 24 hours notice, but under no circumstances, less than **three (3) hours of notice, absent exigent circumstances***. **An employee who cannot provide three (3) hours of notice must provide Management the general exigent circumstances which prevented the employee from reporting for his or her shift.**

Scheduling of personal days shall be done in accordance with the employee's preference. Personal days not taken will be paid upon request on the anniversary date or will be lost.

*** Exigent circumstances for purposes of Article 11.4 shall be defined as: emergencies related to weather, employee's transportation, housing, health and health of family member's under the immediate care of employee.**

For HPAAE

Date:

For Llanfair House

Date: 4/20/21

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For HP&E

Date: 4/20/21

For Llanfair House

Date:

Modify Article 11, Section 11.9

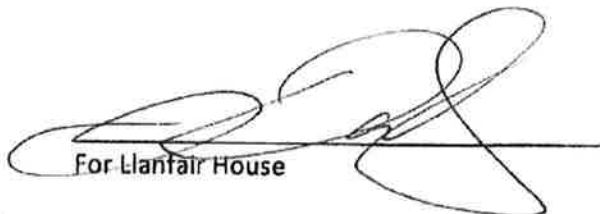
11.9 Sick Leave – Entitlement and Amount:

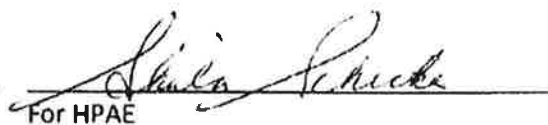
A Full Time employee shall earn eight (8) sick days per year. A Part Time employee shall earn a pro-rated amount. Sick leave not used shall be accrued without limit.

An employee may elect to continue to accrue the unused sick time for use in the future or may elect to be reimbursed for up to one hundred (100%) percent of all accrued sick days on their anniversary date, **so long as the employee gives at least two weeks' notice.** The balance of the sick days not reimbursed shall continue to be accrued. Reimbursement shall be at the employee's current rate of pay, including differentials.

If an employee terminates employment prior to reaching his/her anniversary date, the employee will be entitled to all accrued unused sick leave earned from prior years of employment plus the pro-rated number of sick days for that past year of work. If employee terminates employment prior to reaching his/her anniversary date and has been advanced a greater number of sick days than has been earned on a pro-rated basis, the employee may be subject to repayment of the difference.

The Employer reserves the right to request reasonable proof of illness if there is any question of abuse of this benefit.


For Llanfair House

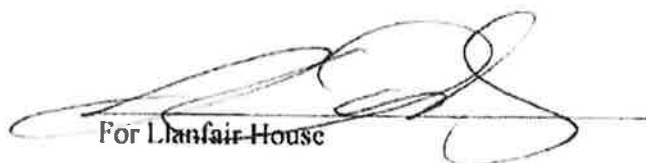

For HPAE

Llanfair House and HPAE Tentative Agreement from October 22, 2020 bargaining session

Modify Article 11, Section 11.11

Article 11 Leave for Death in Family:

11.11 All employees shall be paid for three (3) workdays absence in the event of death of his/her parents, grandparents, spouse, child, brother, sister, father-in-law, or mother-in-law. The employee will be granted the day of the funeral off with pay for the death of grandparents-in-law. ~~Such days must be taken within a reasonable period of the day of death or day of the funeral.~~ An employee will be compensated for such days at the employee's regular compensation rate. The use of benefit days or an emergency leave of absence will not be unreasonably denied.


For Llanfair House


For HPAE

Date: 3/8/21

Date: 3/15/21


Llanfair House and HPAE Tentative Agreement from October 22, 2020 bargaining session

Modify Article 11, Section 11.14

Article 11 Meal Period

11.14 Meal Period:

An employee shall be entitled to an unpaid thirty (30) minute meal period. Employees working through their regularly scheduled meal period will be paid premium compensation rate (time and one-half). ~~The cafeteria will remain open as in the past from 6:30 a.m. through 7:00 pm. Facilities to provide coffee and tea will be provided and maintained by the Employer.~~


For Llanfair House


For HPAE

Date: 3/8/21

Date: 3/15/21

13. INSURANCE AND BENEFITS

13.1 Health Insurance

A. The Employer shall provide full time and part time employees with the current health benefits plan provided by the Employer. Employees' share of the premium costs, on a monthly basis, shall be as follows:

United Healthcare Exclusive	Full Time Hired Before 1992	Part time Hired Before 1992	Full Time Hired After 1992	Part Time Hired After 1992
Employee Only	\$0.00	\$165.38	\$0.00	\$165.38
Employee + 1	\$91.28	\$359.14	\$156.92	\$393.30
Family	\$143.16	\$519.48	\$276.92	\$581.92

United Healthcare Select	Full Time Hired Before 1992	Part time Hired Before 1992	Full Time Hired After 1992	Part Time Hired After 1992
Employee Only	\$21.00	\$186.38	\$21.00	\$186.38
Employee + 1	\$133.26	\$401.12	\$184.50	\$435.28
Family	\$202.54	\$578.86	\$296.22	\$641.30

B. In the event an employee chooses not to be covered by the Employer's health insurance coverage, the employee shall be eligible for a waiver payment of \$100 per month.

C. In the event the employer intends to terminate and change existing program of insurance to an equivalent program of insurance, the Union will be given prior notice of said intent and will be given an adequate opportunity to negotiate concerning the termination or change.

D. In the event of an increase to health insurance, dental insurance or prescription premiums, the Employer shall provide notice to the affected employees within fourteen (14) days from the Employers' receipt of such notice.

 For HPAAE

Date:



For Llanfair House

Date: 4/20/21

13. INSURANCE AND BENEFITS

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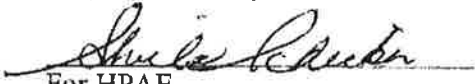
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Employee + 1	\$133.26	\$401.12	\$184.50	\$435.28
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 For HPAAE
 Date: 4/20/21

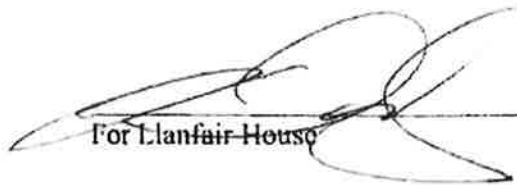
 For Llanfair House
 Date:

Llanfair House and HPAE Tentative Agreement from October 22, 2020 bargaining session

Modify Article 13, Section 13.3

Article 13.3 Tax Shelter Annuity

Delete all of 13.3


For Llanfair House


For HPAE

Date: 3/8/21

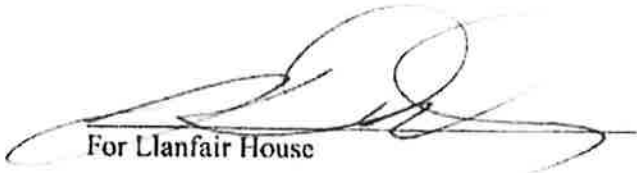
Date: 3/15/21

Modify Article 17, Section B (3)

Llanfair House and HPAA Tentative Agreement from October 22, 2020 bargaining session

Article 17 Staffing

Delete all of section 17 B (3)



For Llanfair House



For HPAA

Date: 3/8/21

Date: 3/15/21

Final Tentative Agreements
 April 20, 2021

17. Staffing

A. The current staffing levels shall be maintained:

Floor	7-3	3-11	11-7
Ground	1* 2	1-2	1-2
First	1-2	1-2	1
Second	1-2	1-1/2 2	1

* The employer shall guarantee an additional person three (3) days per week and the Employer will make every effort to provide an additional person on a fourth (4th) day each week.

Management reserves the right to increase and decrease staff ratios based on census and acuity.

<i>Floor</i>	<i>Staffing Ratios (staff to residents)</i>
Ground	1:20
First	1:30
Second	1:30

A week shall be defined as a payroll week. If two (2) persons are scheduled for the third day and one (1) person is pulled to provide coverage on another floor, Employer will make every effort to replace the person who has been pulled. If a nurse is not available as the second nurse on the third day, the time will be posted as available work time as per Article 9.3

B. In the event that staffing falls below Paragraph A levels:

- 1) The employer shall use Per Diem employees, when available. If a per diem employee is not available, then:
- 2) Employer shall seek a volunteer to work the time from the bargaining unit personnel; if no volunteers are available, then;
- 3) ~~The Employer shall use an agency person, when available, if an agency person is not available, then;~~
- 4) The remaining employee(s) shall be compensated at the timer and one-half (1 1/2) rate for all such time worked in the short staffed situation.
- 5) A nurse will not be required to cover more than one floor. In the event a nurse volunteers to cover more than one floor, such nurse will receive the double time rate of pay for all such hours.

C. The Employer shall make every effort to seek to upgrade level of care when possible (levels of care defined as skilled, Intermediate A and Intermediate B). The Union shall cooperate in these efforts.

D. This Article shall be subject to applicable laws and regulations relative to staffing requirements.

E. When the Employer request an off duty employee to work and such request is made in less than one (1) hour prior to the start of the shift and such employee reports to work within the first hour of the shift, the employee shall be paid from the start of the shift.

Final Tentative Agreements
April 20, 2021

For HPAE

Date:



For Llanfair House

Date: 4/20/21

Final Tentative Agreements
April 20, 2021



For HPAAE

Date: 4/20/21

For Lanfair House

Date:

Final Tentative Agreements
April 20, 2021

23. Wages

Employer agrees to a 1.5% wage increase for full time and part time Registered Nurses and Licensed Practical Nurses effective June 1, 2021, no retro.

Employer agrees to a 1% wage increase for per diem Registered Nurses and Licensed Practical Nurses effective June 1, 2021, no retro.

Employer agrees to no wage increase for newly hired employees.

For HPAE

Date:



For Llanfair House

Date: 4/20/21

Final Tentative Agreements
April 20, 2021

23. Wages

Employer agrees to a 1.5% wage increase for full time and part time Registered Nurses and Licensed Practical Nurses effective June 1, 2021, no retro.

Employer agrees to a 1% wage increase for per diem Registered Nurses and Licensed Practical Nurses effective June 1, 2021, no retro.

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For HPAAE

Date: 4/20/21

For Llanfair House

Date: