

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN NORTHPOINT SENIOR SERVICES, LLC D/B/A ORCHARD
GROVE EXTENDED CARE CENTER AND
LOCAL 951 UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

April 1, 2010 through March 31, 2013

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ARTICLE 1
AGREEMENT

This Agreement is made and entered into this 1st day of April, 2010, by and between Northpoint Senior Services, LLC d/b/a Prestige Healthcare d/b/a Orchard Grove Extended Care Center, hereinafter referred to as the "Employer" or "management" and Local 951, United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

Section 2. The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing proper service to its patients by providing optimum nursing care, encouraging economy, efficiency of operation, maintenance of high standards, cleanliness and elimination of waste, protection of Employer property and safety of employees and patients entrusted to its care.

ARTICLE 2
DEFINITIONS

Section 1. The term "Employer," "facility" or "management" where used in this Agreement shall refer to and include only the operation of Orchard Grove Extended Care Center located at 1385 East Empire Avenue, Benton Harbor, Michigan and shall have no application to any other operations carried on or that may be carried on elsewhere by Northpoint Senior Services, LLC, d/b/a Prestige Healthcare LLC, or any of its affiliated or related enterprises.

Section 2. The term "Union" where used in this Agreement shall refer to and include Local 951, United Food and Commercial Workers International Union.

Section 3. The term "employee" or "employees" shall include employees of the Employer in the collective bargaining unit defined in Article III.

Section 4. Any reference to gender contained herein is for illustrative purposes only and shall be deemed to include both the male and female gender.

ARTICLE 3 **RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time service and maintenance employees, including nurse aides, kitchen employees, housekeeping employees, laundry employees, property service employees, supply clerks, and activity aides employed by the Employer at its 1385 East Empire Avenue, Benton Harbor, Michigan facility; but excluding all registered nurses, licensed practical nurses, charge nurses, unit managers, administrators, department directors, patient accounts employees, MDS coordinators, medical records employees, payroll employees, confidential employees, office clerical employees, and guards, professional employees, and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Section 2. Upon the creation of any new job classification, the Union and the Employer will meet to discuss whether the newly-created job classification should be included or excluded from the bargaining unit. If, after this meeting, the parties do not agree regarding whether the newly-created job classification should be included or excluded from the bargaining unit, the issue of the unit placement of any newly-created job classification will be submitted to the National Labor Relations Board for determination pursuant to the NLRB's unit clarification process. The term "supervisor" means any individual who has the authority, in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or to adjust their grievances or effectively to recommend such action, if in

connection with the foregoing the exercise is not of merely routine or clerical nature, but requires the use of independent judgment.

Section 3. Temporary, casual or irregular part-time employees shall not be considered a part of the bargaining unit and shall not be covered under the terms of this Agreement. A temporary employee will not normally work on a continuous basis for more than four months nor work when regular employees are laid off, except as otherwise provided in this Agreement.

Section 4. Applicants for employment are not considered part of the bargaining unit and are not employees, and the Union waives any claim to represent an applicant for employment or to negotiate concerning policies and procedures applicable to applicants for employment.

Section 5. Nothing in this Agreement shall be construed as constituting an acknowledgment by the Employer or a claim by the Union that any work or assignment of particular work may become the exclusive right of any employee or group of employees represented by the Union. Employees shall perform any work a supervisor directs them to perform.

Section 6. The Employer agrees to recognize representative(s) of the Local Union for the purposes of negotiating collective bargaining agreements for bargaining unit employees and participating in the grievance procedure described in this Agreement. The Employer shall grant to any accredited Union Representative, who is an employee of the local, access to the unit (excluding resident use area; i.e. – dining hall, activities area and residents' rooms) for the purpose of administering the terms of the Agreement. There will not be lengthy discussions with employees which might interfere with the Employer's business. Union Representative will notify the Administrator or any Manager acting on his behalf prior to arrival.

ARTICLE 4
UNION MEMBERSHIP

Section 1. As a condition of continuing employment, all bargaining unit employees of the Employer shall, following sixty (60) days of active employment, become and remain members in good standing in the Union or, alternatively, pay applicable service fees to the Union for purposes of aiding the Union in defraying its costs in connection with the Union's obligations and responsibilities as the bargaining unit employees' exclusive bargaining agent. To be a member in good standing, an employee must tender to the Union the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. A bargaining unit employee who fails to tender to the Union the periodic dues and/or initiation fees or, alternatively, fails to pay to the Union the applicable service fees, shall not be retained by the Employer in a bargaining unit position, provided the Union has given the Employer and the employee written notice of such failure, and such failure is not cured by the employee within seven (7) days of such notice. The Employer reserves the right to secure new employees from any source whatsoever.

Section 2. The Employer agrees, for the life of this Agreement, to deduct Union dues and/or service fees from the wages of employees who individually authorize such deduction in writing in a form authorized by law. The Employer agrees, in the case of new Union members, to deduct the Union initiation fee and, in the case of a non-member, an initial service fee, from the wages of any new Union member or non-member who individually authorizes such deduction in writing in a form authorized by law. The Employer agrees to deduct the designated amount from the pay of each employee who executes an appropriate voluntary written deduction authorization for the UFCW 951 Foundation. Deductions shall be made each pay period in the amount specified

on the deduction authorization form signed by the employee. The Union is responsible for obtaining and delivering to the Employer such executed written deduction authorizations. A deduction shall continue for the life of this Agreement for those employees who sign written deduction authorization forms unless the employee revokes the deduction authorization in writing. The Employer agrees to deliver all sums deducted in this manner to the designated financial officer of the Union, payable to the Local Union, within ten (10) days after the final payroll of each month. The Employer further agrees to advise the Local Union Office within thirty (30) days of the occurrence and dates of any new hires, discharges, leaves of absence, non-temporary job transfers, promotions, or demotions of bargaining unit employees and of any changes in bargaining unit members' addresses, job classification, or rates of pay. The Union agrees to indemnify the Company against any liability received or imposed upon the Employer by reason of any action taken by it as directed by this Article. The Union will provide legal defense, or reimburse the Employer for its legal defense, of any claims arising under the provisions of this Article, with such defense option solely to be chosen by the Employer.

Section 3. Union membership meetings shall not be conducted at Orchard Grove unless by permission of the Administrator.

Section 4. The Employer shall furnish the Union with a bulletin board. The Union representatives will use the bulletin board for posting official Union notices and papers. Under no circumstances shall inflammatory matters be posted.

Section 5. The Union agrees to provide written notification to the Administrator within thirty (30) days following election or selection of Union representatives, including no more than three (3) Union recognized stewards and one (1) recognized alternate for the purposes of contract administration and grievance processing.

Section 6. A Health and Safety Committee shall be established which shall be made up of equal numbers of management personnel and Union members. The Health and Safety Committee shall meet on at least a quarterly basis. The Health and Safety Committee shall make an earnest and concerted effort to promote safety in the Facility and suggest ways to correct potential safety hazards which management shall implement on a reasonable basis.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. The Employer retains to itself all rights, powers, authority, prerogatives, privileges, responsibilities and obligations which are customarily and/or inherently performed by an employer and which are not specifically abrogated, surrendered, modified or amended by a specific term of this Agreement. Any right of the Employer to take unilateral action in its own discretion and judgment with respect to the management and operation of the facility, including the direction of the work force is retained and reserved to the sole judgment and discretion of the Employer, unless such right is specifically abrogated, restricted, surrendered, amended, modified and/or abridged by a term of this Agreement. The exercise of the Employer's rights is without any duty to first negotiate with the Union and includes, solely by way of illustration, and not in any manner by way of limitation, the following:

(a) The right to hire, assign, reassign, appoint, direct, discipline, discharge for just cause, transfer, promote, demote, reward, evaluate, lay-off, recall, compensate, and supervise the actions of all bargaining unit members, or to refrain from taking any such actions, each as the Employer shall deem to be necessary; and

(b) To determine the nature and type of duties, tasks, functions, programs and/or services to be performed by bargaining unit employees, as well as to decide which functions, services, programs, duties, and tasks, will be performed, the schedules by which such functions will or will not be performed; and

(c) To determine in each and every case which bargaining unit employees will perform tasks, duties, functions, programs, services, and duties, and to assign and/or reassign tasks and/or functions between employees of the Employer; and

(d) To contract or subcontract the performance of such duties, tasks, services, and programs as the Employer shall deem necessary regardless of the impact such contracting or subcontracting may have on current bargaining unit members, provided that the contractor or subcontractor will be required to make job offers to all qualified bargaining unit employees; and

(e) To determine which equipment and/or supplies will be utilized by bargaining unit members in the performance of functions, programs, services, tasks, and duties; and

(f) To select and determine the number of its employees, regardless of job classification, including the number assigned to any particular shift, task, duty, function, and program, as well as to increase or decrease that number; and

(g) To determine the location and type of operation, and to introduce new and/or improved methods of operations, including the right to discontinue any department, branch, service, and program; and

(h) To determine the number of hours to be worked by employees and to determine to what extent overtime will be worked; and

(i) To establish, increase and/or decrease the number of work shifts and their starting and/or ending times; and

(j) To install, remove, modify, maintain, replace or substitute equipment and supplies; and

(k) To determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees; and

(l) To transfer or relocate any or all of the operations of the facility to any location or to discontinue such operation; and

(m) To promulgate, post, and enforce reasonable work rules, procedures, standards, and/or regulations governing the conduct, or performance of assigned functions, and other acts of employees; the Employer will make rules known to the Union and bargaining unit employees and will give reasonable advance notice of rule changes; and

(n) To select, train, assign and/or reassign managerial and/or supervisory employees and to assign them to the supervision of other employees and to perform whatever tasks the Employer deems necessary without regard to which employees customarily perform those tasks; and

(o) To train and retrain employees as necessary; and

(p) Establish, change and/or determine job content and individual employment qualifications; and

(q) To require the preparation, distribution and maintenance of documentation and records pertinent to the business of the Employer, as well as to alter such requirements as the needs of the business may dictate; and

(r) To determine the physical requirements of employment and continued employment, including the right to require employees to submit to physical examinations, pre-employment, post-accident and reasonable cause alcohol and/or drug testing, and any other type of job-related examination; the Employer will make such requirements known

to the Union and bargaining unit employees and will give reasonable advance notice of changes; and

(s) To determine wage levels for any newly established job or classification after giving advance notice to and discussion with the Union.

ARTICLE 6
DEFINITION OF BARGAINING UNIT

Section 1. A full-time employee is one who is regularly scheduled and actually works 60 hours or more per two-week pay period.

Section 2. A regular part-time employee is one who is regularly scheduled and actually works less than 60 hours per two-week pay period.

Section 3. Casual, on-call, temporary and irregular part-time employees are individuals who are scheduled and work less than 30 hours per pay period. They are not entitled to coverage under any of the provisions of this Agreement. If casual, on-call, temporary or irregular part-time employees work 30 hours or more in three (3) consecutive pay periods, they will automatically be reclassified as regular part-time bargaining unit employees as provided in Article 6 Section 2 of the Agreement. If any employee reclassified under this section works less than 30 hours in three (3) consecutive pay periods, they will automatically be reclassified back to their previous status as provided in Article 6 Section 3 of the Agreement.

Section 4. When a full-time employee works an average of less than 60 hours over three (3) consecutive pay periods, the Employer will reclassify the employee to part-time status, except when to do so would violate applicable law or when, at the end of the three (3) consecutive pay periods, the Employer is aware that the employee will not be continuing to work an average of less than 60 hours during the following three (3) consecutive pay periods. When a part-time employee works an average of 60 hours or more over three (3) consecutive pay periods, the Employer will reclassify the employee to full-time status except when, at the end of the three (3) consecutive pay periods, the Employer is aware that the employee will not be continuing to work an average of 60 hours or more during the following three (3) consecutive pay periods. Should the

Employer become aware during the subsequent three (3) consecutive pay periods that such employee will be continuing to work an average of 60 hours or more during the following three (3) consecutive pay periods, the Employer will reclassify the employee to full-time status.

ARTICLE 7
PROBATIONARY PERIOD

Section 1. All new bargaining unit employees, or those rehired after termination, shall be probationary for the first 90 calendar days of employment; however, the Employer may extend an employee's probationary period for up to an additional 30 days after discussion with the Union. During said probationary period of employment or extension thereof, the employee may be laid off or terminated at the sole discretion of the Employer and shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 2. If an employee is continued in employment after completing the probationary period, she shall be placed on the seniority list as a regular full-time or part-time employee with seniority dating back to her first day of continuous employment.

Section 3. An employee whose consecutive employment is interrupted by absence for any reason shall have her probationary period extended by the number of days which they are absent during the probationary period.

ARTICLE 8
HOURS OF WORK

Section 1. The work week, for purposes of determining weekly overtime pay, shall be from 6:00 a.m. Sunday through 5:59 a.m. the following Sunday, consisting of seven consecutive 24-hour periods. The Employer shall have the right to change the work week. The Employer will give the Union prior notice of any such work week change and, upon request, will discuss the planned work week change with the Union.

Section 2. Time and one-half the regular rate will be paid for all hours worked in excess of 8 hours in a day and 80 hours in a pay period. Only hours actually worked shall be included in calculating entitlement to overtime pay. Overtime shall not be pyramided.

Section 3. Because of the need to provide patient care on a twenty-four (24) hour per day, seven (7) day per week basis, the Employer reserves the right to schedule working hours to promote maximum efficiency of staffing and the quality of patient care. The Employer shall post a work schedule on or before Friday at 5:00 p.m. prior to its effective date. Recognizing the needs of the business, the Employer retains the right to change the work schedule as the Employer deems necessary. If the schedule is changed after Friday at 5:00 p.m., as outlined above, the Employer must give each affected employee 24 hours advance notice of the change. If the Employer decides to change the work week, the Employer must give one (1) week advance notice and must notify both the Union and the employees. The Employer will notify the affected employee(s) in person.

Section 4. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or hours of work per week to employees.

facility. Employees may leave the facility, at their option, during their meal period. Employees shall be required to obtain the approval of their supervisor before leaving for rest or meal periods.

Section 9. The Employer reserves the right to require the performance of overtime by any bargaining unit employee.

Section 10. The Employer reserves the right to mandate overtime when it deems such overtime necessary.

Before assigning mandatory work time, the Employer will attempt to offer this additional time to each bargaining unit employee who has indicated, in writing, that they are interested in being assigned this additional time. Employees who are interested in working this additional time will state their desire by signing up for the work time slot on the Daily Request Form, which will be posted with the work schedule. The Employer will attempt to contact each qualified individual on the Daily Request Form for the designated slot, in seniority order, before taking other steps to fill the slot. If the Employer is unable to solicit a sufficient number of volunteers through this process, the Employer will assign mandatory work time. They will assign mandatory work time to the least senior qualified employee in the classification for which the work is available who is working the shift immediately preceding the shift during which the mandatory slot is open. However, if the least senior employee has worked mandatory work time within the 72 hours preceding the mandatory work time shift, the Employer will assign the mandatory work time to the least senior employee who is not similarly disqualified. If all of the qualified employees have reached the work time limit, the Employer will assign the mandatory work time slot to the least senior qualified employee in the job classification and will assign additional mandatory work time to the next senior employee and so on in reverse seniority order. The Employer will not assign an

Section 5. The Employer shall have the right to reduce employees' hours based on fluctuating census, as the Employer deems necessary. The Employer will first seek volunteers working on the shift within the classification needing to be reduced. Should further hours need to be reduced; the Employer will reduce hours of temporary, casual and irregular part-time employees working on the shift within the classification needing to be reduced. Should further hours need to be reduced, the Employer will reduce the hours of bargaining unit employees working on the shift within the classification needing to be reduced in inverse job classification seniority order, by rotation each calendar quarter.

Section 6. Employees required by the Employer to attend in-service meetings and classes shall be paid for all time spent at these meetings and classes at their applicable rate of pay.

Section 7. All employees are required to be at their work stations and begin work at the designated starting times for the beginning of their shift and at the conclusion of scheduled rest and lunch periods.

Section 8. The Employer shall schedule one (1) 10-minute paid rest period during the first half of the employee's scheduled shift and another 10-minute paid rest period during the second half of the employee's scheduled shift. Employees scheduled to work six (6) consecutive hours or longer shall also be entitled to a 30-minute unpaid meal period at or near the midpoint of their scheduled shift. Employees working fourteen (14) consecutive hours or longer shall be entitled to an additional 30-minute unpaid meal period and one (1) additional ten (10) minute paid rest period. All rest periods and meal periods will be allowed if allowing such rest/meal periods does not prevent the facility from meeting federal and state staffing requirements during such rest/meal periods. During rest periods, the employee is free to leave her work station, but not the

employee who has voluntarily accepted an extra shift to work additional work time at the end of the extra shift as provided above.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The term "grievance" shall mean any complaint as to the application of a specific provision(s) of this Agreement to a particular factual situation involving an employee. Grievances may be filed and processed only through the procedure outlined herein.

Section 2. Failure of any grievant(s) or the Union to comply with the procedural requirements and time limitations of the grievance procedure will render any grievance null and void. No grievance may be filed alleging a violation of any provision(s) of this Agreement arising prior to the date of final execution of this Agreement. No grievance may be filed alleging a violation of any provision of this Agreement arising after the expiration date of this Agreement.

Section 3. The time limitations of this Article may be extended only by mutual agreement in writing between the Administrator and the Union. All reference to "days" herein shall be to calendar days without regard to whether an employee or supervisor worked or was scheduled on any particular day.

Section 4. The time limits stated in this Article are intended to be maximum time limits, and are to be construed as being binding on the Union, bargaining unit employees, and the Employer. Grievances not processed by the Union or any bargaining unit employee within the time limits specified herein will be deemed to be discontinued or settled consistent with the last response of the Employer. Grievances not processed by the Employer or its representatives within the time limits specified herein will automatically advance to the next level of the procedure.

Section 5. Any written grievance as specified herein must contain the information set out in this section regardless of the form used. Grievances timely submitted without all of the required information will be processed under this Article as timely grievances, provided the additional information is submitted within forty-eight (48) hours after the Employer informs the Union Business Representative of the insufficiencies. All grievances must contain the following information:

- (a) The name of the bargaining unit employee;
- (b) The date of the alleged violation;
- (c) The date on which the grievance is being presented;
- (d) The Article(s) and Section(s) of the Agreement allegedly violated by the Employer;
- (e) A general statement of the event(s) known by the Union by which the Employer is alleged to have violated the Agreement;
- (f) A statement of the remedy or relief for each and every alleged violation;

Section 6. Grievances shall be processed and resolved in the following manner:

Step 1: A conference is to be held between the aggrieved employee, the steward and the department head and immediate supervisor. The Step 1 grievance must be initiated by the aggrieved employee and/or the Steward with dated, written notification identifying the specific nature of the dispute.

Step 1 grievances must be filed within five (5) calendar days of the alleged violation or the employee's knowledge of the alleged violation. Step 1 grievance meetings must be held within five (5) calendar days of the Facility's receipt of the Step 1 grievance notification.

Step 2: If the grievance is not resolved at Step 1, the Union may process the grievance to Step 2 of the grievance procedure. A conference is to be held between the aggrieved employee, the

Union Business Representative and the Facility Administrator. The Step 2 grievance must be filed within seven (7) calendar days of the Step 1 response. Step 2 grievance meetings must be held within ten (10) calendar days of the facility's receipt of the Step 2 grievance notification.

Step 3: If the grievance is not resolved at Step 2, the Union may process the grievance to Step 3 of the grievance procedure. The Step 3 grievance must be initiated by the Union Business Representative with a written grievance identifying the specific nature of the grievance and submitted to Corporate Human Resources.

The Step 3 grievance must be filed within ten (10) calendar days of the Employer's Step 2 response. The parties will hold the Step 3 grievance meeting within sixty (60) calendar days of the Employer's receipt of the Step 3 grievance form. Management's response must be given in writing with fourteen (14) days from the date of the Step 3 grievance meeting.

Grievances concerning discharge shall proceed immediately to Step 2 of the grievance procedure. A grievance concerning a discharge must be filed directly at Step 2 within seven (7) calendar days of the discharge.

The Employer is not required to answer a grievance from a probationary employee, a grievance that does not comply with the requirements in Section 5 above, and/or is not timely processed by the employee/Union as required in Steps 1, 2, & 3 of this section.

Discussions of grievances which are not processed according to the time limits and procedures described in this Article are not required of the Employer and the Union. However, nothing shall prevent the parties from mutually agreeing to extend any of the time limits set forth in this Article, concerning individual grievances.

If the Step 3 answer is unsatisfactory, the Union may apply for arbitration under the rules of the AAA within (30) thirty calendar days of the Step 3 response. The Arbitrator's fee and expenses shall be borne equally by the Employer and the Union.

Section 7. Nothing in this Agreement will preclude the Union from settling or withdrawing any grievance filed by any bargaining unit employee. Any withdrawal will be deemed prejudicial should the instant grievance be refiled at a later date. Any grievance settled between the Union and the Employer is not precedential with respect to any past, present or future circumstance.

Section 8. Grievance investigation to the extent possible shall not be conducted on Facility time. In those instances where this is not possible, the steward shall request to be excused by their immediate supervisor for the purpose of such investigation. The supervisor will excuse the steward as soon as is practical for a period of ten minutes/ day not exceed 30 minutes in any one work week. Investigations that require more than 10 minutes are to be completed off the clock. The steward shall complete the investigation as quickly as possible and in such a manner so as to not unnecessarily interfere with the performance of work. However, if a supervisor requests that an employee discuss a grievance or potential grievance with the supervisor during the employee's regularly scheduled working hours, the employee will be compensated for the time the employee spends engaged in such discussion. In addition, if a supervisor requests that an employee discuss a grievance or potential grievance with the supervisor during the employee's regularly scheduled working hours and the employee asks for her Union steward to participate in the grievance discussion during the Union steward's regularly scheduled working hours, the Union steward will be compensated for the time the Union steward spends engaged in such discussion.

Section 9. Upon expiration of the collective bargaining agreement, the Employer will continue to process grievances. However, no grievance concerning events occurring after expiration of the collective bargaining agreement will be entitled to arbitration.

Section 10. The Union recognizes that for purposes of grievance filing and adjustment, the term "supervisor" used in this Article shall mean the employee's immediate supervisor; in the case of a dietary department employee, it is the Dietary Manager; in the case of an activity aide, it is the Activity Director; in the case of a maintenance employee, it is the Maintenance Manager; in the case of a certified nursing assistant, it is the Registered Nurse or Licensed Practical Nurse to whom the employee immediately reports on her shift. If a non-nursing department employee's supervisor is not in the building at the time the employee seeks to file the grievance, the employee shall give the grievance to the supervisor in charge of the building.

Section 11. The Employer is not required to answer a grievance from a probationary employee or a grievance which does not comply with the provisions set forth above.

Section 12. Both parties may mutually agree to extend the time limits.

Section 13. The Employer will give the Union a copy of disciplinary actions issued to bargaining unit employees.

ARTICLE 10
NO STRIKE

Section 1. During the term of this Agreement, there shall be no strike, work stoppage, slow down, sympathy strike, unfair labor practice strike, interruption of work, picketing, or other curtailment or restriction of work by the Union, its members, or other employees, individually or collectively, for any reason whether or not it be arbitrable under this Agreement. The parties recognize the right of the Employer to take disciplinary action, including discharge, against any employee who participates in violation of this Section, whether such action is taken against all of the participants or taken against only selected participant(s), and also recognizes that officials of the Union may be subject to disciplinary action not only for their participation in violation of this Section but also for any failure on their part to take appropriate steps to avoid violation of this Section by other employees. In the event an employee is disciplined under this Section, the only question the arbitrator reviewing such discipline may decide is whether the employee violated this Section. If the arbitrator finds the employee violated this Article, the arbitrator may not overturn any discipline administered to the offending employee.

Section 2. Upon notice from the Employer, the Union agrees that it will immediately disavow, through its officers and representatives, any violation of this Article and will take positive measures to prevent and/or terminate any such violation by any employee or group of employees. In the event any employee or group of employees covered by this Agreement violates this provision, the Union shall immediately:

- (a) Instruct by letter or telegram such employee or group of employees to resume work immediately;
- (b) Take all reasonable steps to bring about observance of provisions of this Article, including any sanctions available under the Union's Constitution and By-Laws.

Section 3. The Employer's entitlement to damages for any losses that the Employer incurs as a result of a violation of this Article by any Union member, officer or agent is not subject to the grievance or arbitration procedure, and the Employer shall be entitled to pursue its remedy in court.

Section 4. During the term of this Agreement, the Employer will not engage in a lockout of employees.

ARTICLE 11
JOB VACANCIES

Section 1. When the Employer desires to fill a job vacancy, or when a new job and/or department is created, the Employer shall post a notice on the bulletin board for a period of five (5) full working days announcing the vacancy, stating the classification, the department, rate of pay, and shift on which the vacancy exists.

Section 2. Any employee may bid for posted jobs. In order to qualify for the job, an employee must not have been previously demoted, with just cause, from the job in question or have an absenteeism problem. If the qualifications of two (2) or more employees are relatively equal, seniority shall be used as the basis for selection.

Section 3. The Employer reserves the right to interview all qualified applicants before awarding the job and to determine the employee's experience and skills.

Section 4. If none of the applicants for the position from within the facility are qualified, or if there are no applicants, the Employer shall seek applicants from outside sources.

Section 5. The successful bidder shall have a maximum trial period of fourteen (14) scheduled days to demonstrate her proficiency at performing the job. Within this period the employee may elect to return to her previous job without penalty.

Section 6. In the event the successful bidder leaves or is removed from the aforementioned job during the trial period, the next qualified bidder shall be placed in the job as if she had been the successful bidder in the first instance. If such second qualified bidder leaves or is removed from the job, the job shall be reposted.

Section 7. The employee shall be entitled to change jobs through this procedure no more than one time in twelve calendar months.

Section 8. Changes from full-time to part-time status in a different job classification, or vice versa, will be effective on the first day of the pay period following the successful completion of the employees' trial period.

Section 9. In order to qualify for the job, an employee must not have been previously demoted, with just cause, from the job in question or have an absenteeism problem.

ARTICLE 12
SENIORITY

Section 1. Bargaining unit seniority is defined as the length of continuous employment with the Employer since the most recent date of hire, except that no employee shall continue to accrue bargaining unit seniority for more than six (6) months after being transferred or promoted outside the bargaining unit. However, an employee transferred or promoted outside the bargaining unit for more than six (6) months will not lose any previously accumulated bargaining unit seniority. Job classification seniority is defined as the length of continuous employment in the current job classification.

(a) An employee will accrue job classification seniority in only one job classification.

(b) To the extent allowed by law, seniority dates will be adjusted by the length of any leave of absence without pay or other period exceeding six (6) months during which a bargaining unit member was in an unpaid status. No time shall be deducted from an employee's seniority as a result of absences occasioned by an authorized paid vacation.

Section 2. Employees who were previously employed by the Employer and who are subsequently rehired by the Employer are considered to be new hires and are subject to the probationary period established in Article VII of this Agreement.

Section 3. Seniority will be broken and lost and all employment rights terminated when any of the following conditions occur:

(a) The employee quits or retires or is discharged for just cause;

(b) The employee is laid off for six (6) months or the length of her continuous service, whichever is lesser; or

(c) The employee fails or refuses to return from a leave of absence at its stated date of expiration; or

(d) The employee refuses to return to work from layoff within the timeframe specified for recall; or

(e) The employee engages in outside employment during an Employer approved leave of absence without prior written authorization from the Employer.

(f) The employee walks off the job.

Section 4. In the event the Employer determines the need to reduce its work force, it will lay off employees by job classifications. Where there is a layoff, all casual, temporary, and irregular part-time employees in the affected job classification shall be laid off before regular full-time and part-time employees. Casual employees are those who do not work on a regular basis. Casual employees serve only on an "as needed" basis. It is understood and agreed any reduction in force shall be accomplished in the order of:

1. Voluntary reduction in hours within the affected classification in seniority order (with reduction in fringe benefits, as applicable);
2. Probationary employees in the affected classification on the affected shift;
3. Probationary employees in the affected classification on other shifts;
4. Least senior bargaining unit employee(s) in the affected classification.

Section 5. Employees selected for layoff shall have no right to bump or otherwise displace less senior employees in another classification.

Section 6. Notwithstanding any other provision in this Article, in the event a part-time employee's seniority permits them to remain at work during a layoff, the part-time employee shall be required to accept such hours as are offered, up to and including full-time hours or that employee shall be laid off regardless of seniority.

Section 7. Temporary reductions of hours implemented by the Employer as a result of changes in facility census do not constitute a layoff for purpose of this Article, and the layoff and recall provisions of this Article do not apply.

Section 8. Recall to employment will be made by job classification in the inverse order of layoff. Failure of any employee to report as directed by the Employer within five (5) days of the date of the recall notice will constitute voluntary resignation. Notice of recall shall be given by telephone, and confirmed in writing either personally delivered or sent through the mail.

Section 9. The Employer agrees to supply the President of the Union with a current bargaining unit seniority list every January 1 and July 1. The list will include the name, job classification, full-time or part-time status, seniority date, job classification seniority date (if different), rate of pay and address of each seniority employee. Employees hired on the same date will be placed on the seniority list in increasing numerical order based on the last four (4) digits of the employees' social security numbers. If no exceptions are filed within 10 working days after each roster has been furnished to the Union, it will be considered correct. A current list shall also be maintained in the Administrative offices, which list shall also be available to the President of the Union from the Administrator or his or her designee. The list will be made available within forty-eight (48) hours after the written request of the President of the Union.

Section 10. Notwithstanding any other provision in this Article, layoffs for a period of seven (7) days or less shall be considered temporary and the layoff and recall provisions of this Article shall not apply.

Section 11. Wherever used in this Agreement the term "day" or "days" shall refer to calendar days.

ARTICLE 13
LEAVE OF ABSENCE

Section 1. Leaves of absence for personal reasons may be granted for a period up to sixty (60) days. A leave of absence for health reasons of up to a maximum of six (6) months may be granted. The leave may be extended with mutual agreement between the Union and the Employer. Requests for leave of absence stating the reason for the request must be approved in advance by the Administrator. Leaves of absence for personal reasons may be granted only for unusual circumstances in which the employee must be absent.

Section 2. Leaves of absence shall be granted in accordance with the Family and Medical Leave Act. A request for a medical leave of absence must be made by submitting a written request which must be approved by the Administrator. Leaves of absence for reasons of maternity will be treated the same as any other disability. Employees returning from a medical leave of absence must submit a doctor's certificate stating the employee is able to perform her regular duties. Employees will be permitted to return to work with restrictions only at the Administrator's sole discretion.

Section 3. Leaves of absence for purposes of military service will be granted in accordance with applicable law.

Section 4. All leaves of absence are without pay. Except as otherwise required by law, requests for a leave of absence shall be administered as follows: Requests must be submitted at least 21 days prior to the intended commencement of the leave. Exceptions may be granted for emergency medical conditions beyond the employee's control. The Employer reserves the right to require acceptable documentation to support the granting or extension of any leave. Requests for extension of leave must be received by the supervisor at least seven (7) days prior to the expiration

of the current leave. Requests received less than seven (7) days prior to the expiration of the current leave may not be granted, at the Employer's discretion, unless such denial is contrary to the requirements of the Family and Medical Leave Act.

Section 5. No employee may engage in outside employment during an Employer approved leave of absence without prior written permission of the Administrator.

Section 6. Except to the extent the Family and Medical Leave Act requires other return to work rights, if an employee seeking to return from a leave or extension granted under this Article does not notify her supervisor in writing of such return from leave or extension at least seven (7) days prior to the intended date of return, the Employer is not required to place the employee back on the schedule during the seven (7) days following the employee's designated return-to-work date, except the Employer will schedule the employee into any unfilled slots on that schedule. A returning employee who provides at least seven (7) days prior notice of return from leave or extension will be placed in the first available position for which he/she is qualified regardless of shift, except to the extent the Family and Medical Leave Act requires other return to work rights, in which case such return to work rights will prevail.

Except as otherwise provided by law, employees returning to work following a leave of absence for health reasons must provide the Employer with a physician's certification that the employee is physically and medically qualified to perform the duties assigned to that employee. The Employer reserves the right to have the employee examined by a physician of its choosing. If the conclusion of the physician selected by the Employer is different from the conclusion reached by the employee's attending physician concerning the employee's ability to perform the duties assigned to that employee, the Employer and the employee/Union shall jointly request the County or State Medical Association for a panel of three (3) physicians who are certified as specialists in

the area of the employee's disability. The Employer and the employee/Union shall each strike one (1) name from such panel and the remaining physicians shall examine the employee and provide a written report of such examination to the Employer and the employee/Union. Such physician's conclusions and certification concerning the employee's physical and medical qualifications to perform the duties assigned to that employee shall be conclusive. The costs and expenses of such third physician shall be borne equally by the Employer and the employee/Union. If the employee is properly certified to return to work at the agreed-upon conclusion of his/her leave, except as otherwise provided by law, she shall be returned to the position she occupied prior to the leave if the employee returns to full-time duties not more than three (3) months from the beginning of such leave and so long as the position has not been eliminated. If the position no longer exists or if the employee fails to return to full time duties within the three (3) month period, then such employee may be offered the first available positions suitable to the employee's capabilities, so long as the employee does not exceed the foregoing limitations. Employees desiring to return to their former positions in accordance with the foregoing shall notify the Employer that they have been released to return to work. Such employees shall be scheduled to work as soon as practicable after said notification, but in no case more than ten (10) days thereafter.

Section 7. Upon thirty (30) days written notice to the Employer, the Employer shall grant one (1) leave of absence without loss of seniority for a period not to exceed one (1) year for any one (1) bargaining unit employee selected by the Union for the purpose of Union employment within the Local Union covered by this Agreement. Employees on Union leave will not accrue any Company benefits under this contract other than continuation of seniority accrual. The Company will grant no more than one (1) bargaining unit employee a Union leave in any

calendar year and the Company will not grant any bargaining unit employee more than one (1) Union leave.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 1. In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or decision now or hereafter in effect, such invalidity or unenforceability shall not affect the other parts or provisions of this Agreement. In the event a provision does become invalid or unenforceable, the parties shall meet to negotiate replacement language. However, Article 10 shall remain in full force and effect and Article 6 shall not be resorted to as a method to determine replacement language.

Section 2. The Union acknowledges that, during the negotiations which resulted in this Agreement, it had the unlimited right and opportunity to make demands, proposals and counter proposals with respect to any subject or matter not removed by law from the purview of collective bargaining, including any and/or all mandatory or permissive topics of bargaining. It is therefore agreed that the specific written terms of this Agreement contain each and every agreement of the parties with respect to wages, hours and terms and conditions of employment defined by law as permissive and/or mandatory topics of bargaining for employees.

Section 3. This Agreement constitutes the sole and entire agreement between the parties and supersedes any and all prior agreements, oral and/or written, between the Employer and any employee as well as between the Employer and the Union, and expresses all of the obligations of and restrictions placed upon the unilateral right of the Employer to exercise its judgment and/or discretion in the operation of its business.

Section 4. The parties may amend or modify this Agreement at any time, but only by a document, in writing, signed on behalf of the parties hereto.

Section 5. Any letter of understanding or supplemental agreement into which the Employer and Union enter will not be considered a part of this Agreement and is not subject to the grievance and arbitration procedure hereof, unless specifically provided in such letter of understanding or supplemental agreement.

Section 6. The Employer will make available to bargaining unit employees at no cost Hepatitis B vaccines, flu vaccines, lice treatment, and screening and treatment of scabies. The Employer will make available to bargaining unit employees at no cost TB tests and, if an employee's TB test is positive, chest x-rays, when the employees are exposed to TB at the facility.

Section 7. Each Union steward will be granted one day off per year without pay to attend a Union authorized steward training conference, provided the Union gives the Employer at least thirty (30) days written notice of such day off request.

ARTICLE 15
WAGES

Section 1. Minimum starting wages for bargaining unit employees are as follows:

POSITION	EXPERIENCE/TIMING	STARTING PAY RATE
CNA	Less than 1 year experience	\$10.70
	1-2 years experience	\$10.75
	2-3 years experience	\$10.80
	4 or more years experience	\$10.85
Nurse Aide Trainee	During training class	\$8.50
	Until CNA document received	\$9.80
	When CNA document provided to facility	\$10.70
Cook		\$9.35
Dietary Aide		\$7.75
Housekeeper	Contracted	\$8.15
Laundry Aide	Contracted	\$8.15
Activity Aide		\$8.75
Maintenance		\$8.25

Section 2. At the Administrator's discretion, the Employer may re-hire former employees who are selected for re-hire within six (6) months of their voluntary termination at their prior rate of pay.

Section 3. Each bargaining unit employee with an anniversary date between April 1, 2010, and April 1, 2013, will receive a **1.4%** across-the-board wage increase on the payroll following each anniversary date during this Agreement and will be eligible for a survey-based **0.6%** wage increase on the payroll following each anniversary date during this Agreement, provided that if the department to which the employee is assigned receives an "E" level tag or below on the facility's most recent Annual State Survey; however, if a "F" level tag or higher is received that is not directly related to bargaining unit employees' work performance, the bargaining unit employee will still receive this survey-based wage increase.

The Company will create a calculation tool for the facility to use to calculate the appropriate raise for each employee for each year.

The Company is relying on the State of Michigan to maintain the facility's Medicaid/Medicare funding at levels substantially similar to current levels. If the Company receives notification, during the period of this agreement, that the State of Michigan is reducing funding by 3.0% or more, the facility will immediately notify the Union and all raises that have been agreed to in this Agreement will be suspended pending negotiations. The Company will have 30 days to submit a re-opener that is restricted to raises only.

If the State of Michigan increases funding by 3% or more the facility will immediately notify the Union. The Union will have 30 days to submit a re-opener that is restricted to raises only.

Section 4. Payroll will be on a bi-weekly basis. The Employer reserves the right to modify the starting and ending dates of the bi-weekly payroll period, provided employees are paid no less than bi-weekly. The Employer agrees to give the Union and employees two weeks' notice

of such change. A schedule of pay dates and payroll processing dates is available. If the payday falls on the holiday, employees shall be paid on the preceding workday.

Section 5. An employee who reports to work as scheduled and/or after being called in to work will be paid for three (3) hours at her regular pay rate even if the Employer sends the employee home before the employee has worked three (3) hours, unless the Employer sends the employee home due to violation of Company policy. However, if an employee is called in to work to replace an employee who has not reported to work as scheduled and the replaced employee subsequently reports to work, the replaced employee may be sent home without receiving this reporting/call-in pay.

Section 6. A weekend bonus is offered to CNA's when they are regularly scheduled and actually work every weekend. Certain criteria must be fully met to qualify for the weekend bonus. The administrator has clearly established these criteria and if the criteria need to be changed, a 30 day notice will be given to the employees and the union.

ARTICLE 16
BENEFITS PLAN

Section 1. The Employer will maintain its Group health, dental, life, and supplemental life and disability plans for all full-time bargaining unit employees on the same terms and conditions as applied to the Employer's other service and maintenance employees. The current benefit plan rates will remain in effect until November 30, 2007. Thereafter, bargaining unit employees will continue to pay the present rate plus 50% of all health and/or dental premium increases uniformly set for and applicable to the Employer's other service and maintenance employees of the Employer with respect to these plans. Employees' contributions toward the cost of these benefits are made on a pre-tax basis. Provided eligible employees timely complete and submit appropriate benefit enrollment forms, the effective date of coverage for bargaining unit employees is approximately 90 days after the employee's date of hire or date the employee attained full-time status. The Employer will give the Union reasonable advance notice of any changes to these benefit plans. If the Union notifies the Company at least 90 days before the Group health insurance renewal date that it wants to provide to bargaining unit employees a comparable or better Group health insurance plan, the Company agrees it will meet with the Union to discuss such proposal.

Section 2. Sick time is for full time employees only. Full-time Employees employed before April 1, 2010 who have completed their probationary period will receive 40 hours per year of paid sick time each year of this Agreement. These employees will be eligible to roll their current un-used sick time balance forward for a period of one year. Employees employed as of April 1, 2010 may roll over any unused sick time until March 31, 2011. The Employer will pay these employees for any remaining unused sick time in excess of 40 hours of sick time as of

March 31, 2011, at 50% of the employee's April 1, 2010 pay rate after the union has reviewed and approved the calculations. Thereafter, the Employer will not allow these employees to roll over accrued sick days.

On April 1, 2010 all full time employees that have less than 40 hours of sick time will be brought up to the 40 hour level and then going forward on their anniversary date they will receive the re-allocation of sick-time up to but not to exceed 40 hours of sick time. If a full-time employee has more than 40 hours of sick time as of April 1, 2010, they will receive no additional sick time until they have exhausted the one year period of time to use their rollover hours and reach their next anniversary date.

Full time employees hired after April 1, 2010 and who have satisfied their probationary period will receive 24 hours of sick time and then will be brought up to 24 hours of sick time on their anniversary date going forward, at no time will they be allowed to have more than 24 hours of sick time.

An employee may be asked to provide a doctor's excuse to her supervisor for a time period of 3 or more consecutive "sick days" off. Unused sick time is not payable upon termination or an employee's status change to part-time.

Section 3. Bargaining unit employees are eligible for paid vacation if they regularly work and/or are paid for 30 hours or more per week, or 60 or more hours per pay period. Paid vacation is available to employees after they complete ninety days of employment. Vacation benefits and accruals are as follows:

0 year - 5 years	.0385 of vacation per hour worked, capped at 80 hours
6 years - 10 years	.0577 of vacation per hour worked, capped at 120 hours

Over ten years .0769 of vacation per hour worked, capped at 160 hours

To calculate paid vacation hours received per pay check, multiply hours worked in the pay period by the applicable accrual rate. For example, an employee with 3 years of seniority working 80 hours in the pay period will multiply 80 hours by .0385, for a total of 3.08 vacation hours earned. An employee must work at least 60 hours in the pay period to accrue any vacation hours.

Vacation requests must be submitted at least two (2) weeks before the schedule is posted for the month in which the requested vacation begins. Employees may request to be paid either 7.5 hours or 8.0 hours of vacation pay for any vacation day taken, provided the employee has sufficient accrued vacation time available. Each department head has the authority to approve vacation requests for those bargaining unit employees in their department. A department head may deny a vacation request if it would result in a negative impact on resident care. The Employer will pay unused, accrued vacation time upon termination, provided the Employee gives the Employer two (2) weeks' notice and was not discharged for just cause; the Employer will pay accrued vacation time based on the last calendar month worked. As much as 80 hours of unused vacation can be carried forward to be used in the subsequent calendar year.

Section 4. The Employer will maintain its flexible spending account plan for all bargaining unit employees on the same terms and conditions as applied to its other similarly situated employees. The flexible spending account is a cost-saving benefit that allows employees to pay for their share of health and/or dental insurance premiums and certain dependent care and medical expenses on a pre-tax basis, as provided by the Orchard Grove Extended Care Premium Reduction Plan Document. The Employer will give the Union reasonable advance notice of any changes to these benefit plans.

Section 5. The Employer will maintain its 401(k) plan for all bargaining unit employees on the same terms and conditions as applied to its other service and maintenance employees. All part-time employees who worked in the facility at least 1000 hours in the prior year and all full-time employees are eligible to save regularly, defer taxes and save for retirement by participating the 401(k) Plan are eligible to save regularly, defer taxes and save for retirement by participating the 401(k) Plan, provided they have at least one (1) year of service with the facility and are at least 21 years old. Employees may enter the plan on the first day of each plan quarter after they have met these minimum eligibility requirements. Employees may invest a portion of their gross pay in a variety of funds through regular payroll deductions. The Employer will give the Union reasonable advance notice of and will discuss with the Union any changes to the 401(k) Plan, which, by way of example, may include changes to the investment fund portfolio, allowed contribution levels, and implementation of a Company match.

Section 6. Employees hired before April 1, 2010 will eligible for holiday pay. To be paid for a designated holiday, the employee must have worked their nearest scheduled day before and after the holiday. Full-time employees receive holiday pay whether or not they actually work the holiday. Part-time employees receive holiday pay only if they work the holiday. If an employee hired before April 1, 2010 works on a designated holiday, the Employer will pay the employee for any hours she actually works at her regular pay rate plus eight (8) hours of holiday pay at her regular pay rate.

Employees hired on or after April 1, 2010 receive holiday pay only if they work the holiday. If an employee works on a designated holiday, the Employer will pay the employee for any hours she actually works at one and one half her hourly rate of pay, up to a maximum of 8 hours. . Employer-designated holidays are New Year's Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving, and Christmas. If an employee does not work the actual holiday they will not receive ANY holiday pay. The employee may choose to use vacation time with Administrator approval.

Section 7. The Employer will maintain its continuing education/tuition reimbursement program for all bargaining unit employees on the same terms and conditions as applied to the Employer's other service and maintenance employees. The Company will give the Union reasonable advance notice of changes to this program.

The current continuing education/tuition reimbursement program is as follows:

The company encourages employees to further their education in relation to their job and company responsibilities. The company will reimburse tuition costs for such educational development UNDER THE FOLLOWING CIRCUMSTANCES:

ELIGIBILITY: An employee must be full-time (scheduled at least 30 hrs. per week) and have completed one calendar year of continuous service with the company. Courses applied for must have a recognized value to the employee in her current work assignment as determined by the facility Administrator and Continuing Education Committee. Courses applied for must be offered by an accredited educational institution, correspondence school or a recognized trade association.

CONDITIONS OF FINANCIAL ASSISTANCE: After meeting the eligibility requirements and final approval by the Facility Administrator and Continuing Education Committee, the company will present the employee with a contract outlining the tuition reimbursement conditions that will include but not be limited to:

- What will be reimbursed

- Reimbursement amount
- Funding terms
- Employee obligations

The maximum benefit reimbursed to the employee for courses completed during a calendar year will be \$2,000.00. Employees should consult with their Facility Administrator to confirm eligibility and/or to receive the continuing education/tuition reimbursement application.

Section 8. During the term of this Agreement, any regular full-time employee who is employed during, and has perfect attendance for the entire six (6) month period between April 1 and October 31, or the entire six (6) month period between November 1 and March 31 will receive a Perfect Attendance Bonus of \$100.00 for that six (6) month period. Employees are still considered to have perfect attendance if they have taken no more than 20 hours of sick time during the six (6) month period, were absent due to holidays on which they were not scheduled to work, or were absent due to scheduled vacation, bereavement leave or jury duty leave.

ARTICLE 17
BEREAVEMENT LEAVE

Section 1. After completing three (3) continuous months of regular full-time employment, bargaining unit employees may receive time off due to a death in their immediate family. Immediate family members included in this policy are the employee's parent, grandparent, brother, sister, spouse, child, grandchild, and corresponding in-law or step family members. Approved bereavement leave will be paid at the employee's regular hourly rate, up to a maximum of eight (8) hours per benefit day. Up to three (3) business days may be available. If extended travel time or additional time is required, employees may use vacation time or take personal leave if approved in advance by the employee's supervisor and the facility Administrator.

ARTICLE 18
JURY DUTY LEAVE

Section 1. Employees will receive time off to serve as a juror to comply with a court summons or to serve as a witness to comply with a legal subpoena when required to do so during the employee's normal working hours. Employees must provide a copy of the official jury summons or subpoena to their supervisor upon receipt unless otherwise required by law.

Section 2. Unless otherwise required by law, the Employer will pay regular employees who have completed three (3) months of continuous full-time employment the difference between their regular base rate of pay for all scheduled work hours not worked because of jury service, and payment received for jury service. Jury duty payment is limited to eight (8) hours per day (including night work schedules), 40 hours during any single work week, and a total of 15 days in any 12-month period, unless otherwise required by law. To receive jury duty pay, employees must timely submit proper jury pay documentation to their supervisor.

Section 3. Employees are not paid for time off from work to appear in court as a witness pursuant to a subpoena or if they are a party to a lawsuit unless otherwise required by law. The Employer pays for time off from work to appear in court or as a witness on behalf of the Employer.

Section 4. Employees are expected to devote as much time to their job as is practical and reasonable while serving as a juror or witness.

ARTICLE 19
TERMINATION OF AGREEMENT

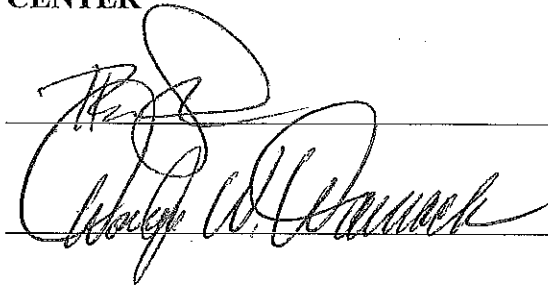
This Agreement shall become effective as of the 1st day of April, 2010, and shall continue in effect until the 31st day of March, 2013, at which time all provisions and terms and conditions of employment set out in this Agreement shall terminate.

Wherefore, the undersigned authorized representatives of their respective principals agree to be bound by the terms of this Collective Bargaining Agreement.

**LOCAL 951, UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION**



**NORTHPOINT SENIOR SERVICES, LLC
D/B/A ORCHARD GROVE EXTENDED CARE
CENTER**



MEMORANDUM OF AGREEMENT

It is hereby agreed by and between Healthcare Services Group, Inc. (the "Employer") and Local 951 United Food and Commercial Workers International Union (the "Union") as follows:

The Employer and the Union agree to be bound by the terms and conditions of the collective bargaining agreement currently in effect through March 31, 2013 (the "CBA") between the Union and Orchard Grove Extended Care Center for Housekeeping and laundry employees employed by Employer at 1385 E. Empire Ave. Benton Harbor, Mi (the "Facility") except as set forth below:

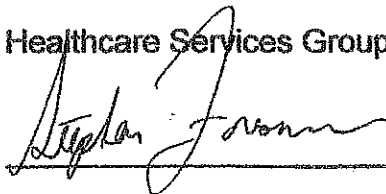
Section 5

REPLACEMENT OF- 401K SAVINGS PLAN To Individual IRA plan and HCSG STOCK PURCHASE PLAN- whereas the employees meet seniority eligibility.

This Memorandum of Agreement will remain in full force and effect until the end of the current contract. The Employer and Union agree to jointly enter into discussions relative to a renewal of this Memorandum of Agreement no later than the ninetieth (90th) day immediately preceding the termination of this Agreement.

Healthcare Services Group, Inc.

Local 951



signature



signature

Stephen Foresman, Regional VP

(Print Name and Title)

5/14/10
(Date)

MARVIN RUSSOW President

(Print Name and Title)

5-21-10
(Date)

