

This Agreement, made this ~~1<sup>st</sup> day of December, 2017~~ 19<sup>th</sup> day of March, 2021, by and between the Sauer Health Care, 1635 Service Drive, Winona, Minnesota, hereinafter described as the Employer, and United Food and Commercial Workers Union, Local 1189, hereinafter described as the Union.

Article 1-Recognition of Union

1.1 The Employer recognizes the Union as the exclusive representative for collective bargaining of all full-time and regular part-time employees of Sauer Health Care at its Winona, Minnesota facility, including ~~nursing assistants~~ CNA's, ~~rehab aides~~, cooks, dietary aides, housekeepers, laundry aides, therapeutic recreation aides, ~~and trained medication aides~~, but excluding maintenance workers, licensed practical nurses, registered nurses, office clerical employees, administrators, ~~guards~~ and supervisors, as defined in the National Labor Relations Act as amended.

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Union Representative

\_\_\_\_\_  
Date

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Employer Representative

\_\_\_\_\_  
Date

1.8

~~1) Employees who are promoted from part-time status to full-time status or who transfer to a different job classification will have an additional sixty (60) day probationary period. This probationary period will be for employee or Employer to determine if the employee can handle the additional hours and job responsibilities.~~

~~2) The Employer will evaluate the employee after thirty (30) days and discuss any problems. If there are problems and the Employer feels they are not corrected, the Employer will have the right to demote the employee back to her/his original part-time position or previous job classification before the sixty-first (61<sup>st</sup>) day. The employee may also request a return to his/her original part-time position or previous job classification before the sixty-first (61<sup>st</sup>) day.~~

~~3) If the Employer timely demotes the employee back to his/her previous part-time position or original job classification, the employee shall have ten (10) days to grieve the decision. In any arbitration arising out of the grievance, the just cause standard shall not apply, but instead the arbitrator shall sustain the grievance if and only if the Employer's decision was without any reasonable basis related to the employee's performance or conduct in the position.~~

\*Renumber Article 1 to reflect the deletion of 1.8.

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Union Representative

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Date

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Employer Representative

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Date

## Article 2 - Management Rights

2.1 Except as specifically limited by the express written provisions of this Agreement, the right to hire, ~~maintain discipline and efficiency of the employees to schedule, and~~ to discipline the employees is the sole prerogative of the Employer.

2.2 The Union agrees that the determination of specific job placement, the ~~meaning of job content~~ tasks assigned to each job description, the method of determination of uniform clothing requirements, the judgment as to the ability of an individual to handle a particular job, the promotion of individuals, the assignment of individuals to particular shifts, the establishment of performance standards, the scheduling of ~~coffee and rest~~ breaks, the assignment of leadership duties, the rotation of employees, the reduction of hours, the laying off and recalling of employees, the determination of starting and **ending times of shifts** and the number of hours worked, the issuance of rules and regulations, the establishment of new job classifications within and outside of the bargaining unit, the organization, discontinuance, enlargement, or reduction of a department, unit, function, or division, the contracting with others for goods and services, and the determination of the number of productive hours per shift are prerogatives of management solely and exclusively within the unreviewable responsibility of the Employer, and not subject to settlement as agreements under any Article of this Agreement.

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Union Representative

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Date

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Employer Representative

\_\_\_\_\_  
Date

~~4.4 — Employees who have completed a full fifteen (15) years of employment shall receive four (4) extra weekends off per year. The employee may elect to utilize these extra weekends off without their regular scheduled days being changed, or they may agree to schedule changes in order for the employee to work their regular number of days per pay period. In no event may more than two (2) extra weekends off be used per employee per calendar quarter without agreement between the Employer and the employee.~~

4.54 Full-time employees shall be scheduled so they will not be required to work two (2) consecutive weekends, except in cases of illness of regular shift workers or emergencies.

4.65 No employee shall be scheduled to work more than five (5) consecutive days without the employee's specific agreement. Any consecutive days worked beyond seven (7) shall be paid at time and one-half (1½) the employee's regular rate of pay. An employee volunteering to work beyond seven (7) consecutive days may waive the extra pay in writing.

~~4.7 — Employees who are called in on their day off shall receive pay for all hours worked.~~

4.86 Employees called in to work outside of their scheduled shifts shall be guaranteed pay for at least four (4) hours, or for the normal length of the shift, whichever is less, **unless by mutual agreement.**

4.97 When the Employer schedules mandatory in-service meetings, an employee coming to the Home when not scheduled to work shall receive two (2) hours minimum pay.

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Union Representative

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Date

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Employer Representative

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Date

4.9 When the employer schedules an in-service the employee shall be paid for the length of the in-service or taped make up.

\*Delete old 4.9 language and replace with the above language

4.108 Nurse Aide in-services will be offered only two (2) times and that may be on two (2) different dates at the discretion of the Employer. Two (2) weeks notice will be given to employees. These in-services will be taped and employees who are on a leave of absence, scheduled vacation, ill, students, or work another job will have thirty (30) days to view or listen to the tape ~~and if they do so within the thirty (30) days they will be paid for the time spent.~~ Other All conflicts which prevent an employee from attending must be communicated to the Director of Nursing in advance. ~~If done in advance and excused by the D.O.N. the time spent will also be paid if completed within thirty (30) days.~~

1) Nursing Assistants who have met their 12 hours of in-service per calendar year will have the option of attending in-services above 12 hours unless the in-services are mandatory.

2) All staff are required to attend mandatory in-services. If an employee does not attend they must make it up within thirty (30) days of the in-service.

3) **Employees who fail to complete the assigned make-up within thirty (30) days will be subject to a minor disciplinary step per the employer's current disciplinary policy and will not be eligible for the next scheduled merit award.** Employees will then be allowed twenty-four (24) hours in which to complete the make-up. ~~If the employee completes the make-up in this twenty-four (24) hour period, they shall be paid for their time spent completing the assigned make-up.~~ ~~The Employee is responsible for noting the time spent on the exception form by the time clock in the break room.~~

4) **After the twenty-four (24) hour extension expires, employees will not be allowed to return to work until the make-up has been completed. on their own time with no compensation pay from the employer.** Any missed shifts of scheduled work because of the employee's failure to complete make-up mandatory in-service meetings will be subject to steps per the employer's current attendance policy.

5) Employees on a leave of absence will be required to make up the in-service within thirty (30) days following their return to work.

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Union Representative

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Date

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Employer Representative

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Date

4.119 In the Employer's discretion, an on-line in-service program ~~for all employees~~ may be established in lieu of, or in addition to, the in-service program described in Section 4.10. In such event, the following provisions shall apply:

~~Online in-services will be offered to all employees. Time spent participating in an online in-service will be paid time.~~

1) All staff are required to participate in mandatory online in-services by a date set by the Employer.

2) If participation is not completed within thirty (30) days after the deadline the employee may be subject to suspension without pay ~~and will not be eligible for the next scheduled merit award.~~

3) If participation is not completed within seven (7) days following a suspension the employee may be subject to termination.

4) Employees on a leave of absence will be required to make-up the online in-service within thirty (30) days following their return to work.

~~4.12—Employees who work on the night shift, shall be paid for in-services provided they watch the video tape of the in-service either before or after the night shift following that in-service. Employees not scheduled to work on the night shift following the in-service, will be paid for the in-service provided they watch the video tape of the in-service either before or after their next scheduled night shift.~~

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Union Representative

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Date

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Employer Representative

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Date

4.4310 In-services which meet the twelve (12) hour in-service requirements for nursing assistants will be paid on the basis of a minimum of one (1) hour or the actual time in attendance.

4.4411 The basic straight time workday shall consist of eight (8) hours. References in this Agreement to “guaranteed shifts,” “guaranteed hours,” and the like shall not impair the Employer’s ability to implement layoffs, reduced hours, and other staffing adjustments that are permitted by this Agreement or required by law.

4.4512 Overtime pay shall be one and one-half (1-1/2) times the regular rate of pay for all hours over eight (8) hours per day, or eighty (80) hours in a two (2) week work period. Employees cannot be awarded more than sixteen (16) hours in a twenty-four (24) hour period or one hundred and four (104) ~~known~~ hours in a pay period. If a shift is still open after employees reach their maximum, shifts will be awarded on a rotation basis.

4.4613 Overtime pay shall not be duplicated for the same hours worked, and to the extent that hours are compensated as overtime hours under one (1) provision of this Agreement or law they shall not be compensated as overtime hours under any other provision of this Agreement or law. Unless otherwise required by this Agreement, the Employer shall not be required to offer work or to make a schedule that causes overtime hours.

4.4714 All hours paid (except sick leave hours, paid holiday time, and unscheduled vacation hours) shall be considered hours worked for computation of overtime.

4.4815 Once a schedule is posted, the Employer shall not change the shift of any employee on that schedule unless by mutual agreement with such employee.

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Union Representative

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Date

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Employer Representative

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Date

4.1916

1) Employees who are scheduled for six (6) hours or more shall be entitled to a thirty (30) minute paid rest period, ~~and a thirty (30) minute unpaid lunch period. At the employee's request, the thirty (30) minute unpaid lunch period may be waived for employees scheduled six (6) hours or more.~~ The thirty (30) minute paid rest period may be taken in two (2) fifteen (15) minute increments by mutual agreement between the employee and the Employer.

2) Employees who work ten (10) hours per day shall be entitled to an additional fifteen (15) minute paid rest period.

3) Employees who work fourteen (14) hours per day shall be entitled to an additional thirty (30) minute paid rest period. The thirty (30) minute paid rest period may be taken in two (2) fifteen (15) minute increments by mutual agreement between the employee and the Employer.

4) ~~Employees that work less than three (3) hours will not be entitled to a break.~~

~~4) — Employees who are scheduled less than six (6) hours shall be entitled to a fifteen (15) minute paid rest period and a thirty (30) minute unpaid lunch period.~~

5) Employees who are scheduled for ~~five (5)~~ less than six (6) hours ~~or less~~ are entitled to one fifteen (15) minute paid rest period.

6) Employees who leave the premises (grounds) during their paid break, are required to punch out when they leave and punch in when they return. If the employee returns within their 30 minute period, they will be paid for their 30 minute break. If the employee returns after 30 minutes has expired, they will be considered tardy and subject to an occurrence under the Employer's tardy policy. In addition, if the employee is tardy, they are subject to loss of pay in 15 minute increments using Federal Wage and Hour guidelines. The employee must obtain permission from their direct supervisor before leaving the premises.

7) Employees shall not forego breaks, rest periods, or lunch periods in order to come to work late or to leave work early, unless authorized to do so by a supervisor.

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Union Representative

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Date

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Employer Representative

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Date



~~4.20—When the Employer has shifts available on the weekend the employees who are called in to work or sign up and are awarded extra weekend hours will receive bonus pay of three dollars (\$3.00) per hour for all non-overtime hours worked. This will apply to all employees after they fulfill their weekend obligation. A weekend is defined as starting with the beginning of the night shift on Friday and ending with the beginning of the night shift on Sunday.—If employees give up hours in the pay period, call in sick in the pay period, or fail to work all scheduled hours in the pay period, they will not be entitled to the weekend bonus, unless reduced due to census or the reduction is otherwise caused by the Employer. Scheduled vacation taken will count as hours worked for purposes of eligibility for the weekend bonus. Unpaid extra weekends off do not count. The weekend bonus applies only to hours picked up for the Employer. The bonus shall apply to both non-overtime and overtime hours worked.~~

4.17 All employees are required to be scheduled every other weekend. When the Employer has shifts available on the opposite weekend from the employee’s regularly scheduled weekend, the employee shall receive bonus pay of three dollars (\$3.00) per hour for all non-overtime hours picked up for the Employer on that opposite weekend. If the employees give up hours in the pay period, or otherwise fail to work all scheduled hours in the pay period, they will not be entitled to the opposite weekend bonus, unless reduced due to census or the reduction is otherwise caused by the employer. Opposite weekend bonus pay shall never apply to any make-up shifts. The opposite weekend bonus applies only to hours picked up for the Employer. Opposite weekend pay does not apply to overtime hours.

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Union Representative

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Date

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Employer Representative

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Date

~~4.21— Flexible Scheduling: The employer and an individual may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this section shall be subject to the following conditions:~~

~~— An employee shall have an opportunity to review the alternate work schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible work schedules. The employer shall retain written documentation that an employee has agreed to flexible work schedule and of the type of flexible work schedules to which the employee has agreed. An employee electing to work schedules under this section may revoke such election by giving the employer written notice sixty (60) days in advance.~~

~~— The employer and an individual employee may agree in order to accommodate a flexible schedule, that the basic work period shall be forty (40) hours per week. An employee shall be paid time and one half (1.5) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in section 4.15. Any employee who previously agreed to a daily work schedule in excess of eight (8) hours may determine thereafter not to work daily work schedules in excess of eight (8) hours by giving the employers a sixty (60) day notice.~~

4.18 Flexible Scheduling:

The Employer and an individual employee may mutually agree upon a pattern of work schedules outside of the standard rotation on an interim basis when the pattern benefits the best interests of meeting the residents needs. **Non-Standard** schedules may include alterations to shift length, consecutively scheduled shifts, start and end time of shifts, or days of the week scheduled to fulfill the employee’s point status. Either the Employer or the Employee may provide thirty (30) days notice that they intend to discontinue the non-standard interim schedule and revert to the standard schedule for that position. Where mutually agreed upon interim schedules result in shifts with shift lengths in excess of 8 hours, the Employee shall receive overtime pay for hours worked in excess of 40 each week vs. the standard overtime pay received for more than **eight (8)** hours per day and/or **eighty (80)** hours per pay period.

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Union Representative

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Date

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Employer Representative

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Date

5.4 Casual employees are those employees not regularly scheduled for work. Casual employees are ~~not~~ included in the bargaining unit ~~unless otherwise provided as follows~~:

~~1) Casual employees who work an average of eight (8) hours or more per pay period in a calendar quarter shall have the option of being included in the bargaining unit and the option of joining the Union.~~

~~2) Casual employees who work an average of sixteen (16) hours or more per pay period in a calendar quarter shall be included in the bargaining unit and shall join the Union.~~

~~3) Bargaining unit casual employees will receive bonus pay of \$3.00 per hour for weekend shifts only after if they have worked two (2) weekend shifts each pay period full shifts on both days of the opposite weekend in that same pay period.~~

14) Casual employees who work on a holiday shall receive time and one half (1½) for all hours worked.

25) When a regularly scheduled employee changes to a casual on-call employee, the employee shall receive pay for all earned and accrued vacation.

3) Casual employees shall only pay dues in pay periods with hours worked.

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Union Representative

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Date

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Employer Representative

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Date

6.3 A full-time employee who does not work on the holiday shall receive eight (8) hours of holiday pay for each of the holidays listed above. Full-time employees shall receive no compensatory time off. For holidays worked by the full-time employees, holiday pay shall be equal to the number of hours worked on the holiday.

6.4 Part-time employees who have completed their probationary period shall be entitled to pro-rated holiday pay. ~~On or before January 1<sup>st</sup> of each year the Employer shall post a list of the average hours per days worked for all eligible part-time employees. To determine the amount of holiday pay, the Employer shall divide the total of all hours paid, except sick leave, by the number of days worked. This will be the amount of holiday pay due for each holiday not worked according to their point status on the date of the holiday. in the coming calendar year.~~ For holidays worked by part-time employees, holiday pay shall be equal to the hours worked on the holiday.

~~6.5 — New part-time employees who have not completed their probationary period by the end of the calendar year shall have their average hours for holiday pay determined by dividing the total hours paid by the number of days worked prior to the first eligible holiday and that will be their average hours of holiday pay for each holiday that year.~~

~~6.6 — All employees who work on the holiday shall receive one (1) times their regular rate of pay plus their holiday pay on each of the holidays listed above. Employees will be paid the extra pay only for actual work performed.~~

6.75 To qualify for holiday pay, an employee must work the week before, the week of or the week after the holiday.

6.86 To be eligible for holiday pay an employee must work his/her last scheduled day before and the first (1<sup>st</sup>) scheduled day after the holiday. ~~unless excused by the Employer for absence due to proven illness.~~

6.97 Holiday scheduling: When a holiday falls on the weekend the holiday rotation schedule shall prevail.

6.8 Employees who wish to request vacation for a scheduled holiday must request a minimum of ½ of their point status in consecutive shifts. For instance, an employee with a .7 point status must request a minimum of four (4) consecutive shifts off, including the scheduled holiday shift, to be considered for approval vacation by the Employer.

**HOLIDAY ACCRUAL**

Must complete probation to be eligible for holiday pay

**All employees receive 8 hours holiday x their current point status for holidays not worked\***

FT/PT employees receive holiday hours equal to the number of hours worked, on a worked holiday

COC employees receive holiday hours equal to 1/2 the number of hours worked, on a worked holiday

\* COC employees do not receive pay for holidays not worked: 8 x 0 = 0

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Union Representative

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Date

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Employer Representative

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Date

7.5 Reduction of Hours: When hours need to be reduced, these steps shall be followed in this order within the affected job classification and shift:

- 1) Volunteers among employees on overtime.
- 2) Employees on overtime (involuntary reduction).
- 3) Volunteer by seniority on a rotating basis among employees on straight time.
- 4) Casual on-call employees.
- 5) Hours picked up that day above Posted FTE Level (involuntary reduction) by inverse seniority **on a rotating basis**.
- 6) Employees on straight time (involuntary reduction) by inverse seniority **on a rotating basis**.

~~If an employee is inadvertently skipped at step 3), that employee shall be offered the next opportunity to volunteer.~~

If an Employee is inadvertently skipped at any of the above steps, they will be given the next opportunity to volunteer.

~~An employee involuntarily reduced at step (6) of this process shall have the right to bump a less senior employee in the same job classification scheduled to work a shift later in the same work day. The employee shall give notice of the bump at the time he or she is informed that he or she is being involuntarily reduced.~~

7.6 Any controversy over seniority standing or relative to any question of seniority shall be subject to adjustment and settlement in the same manner as other controversies arising under this contract.

~~7.7 Known available cooking hours will be scheduled to Dietary Aide/Cook positions based on seniority.~~

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Union Representative

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Date

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Employer Representative

\_\_\_\_\_  
Date

9.2 Awarding of known and unknown available hours in Nursing and Dietary Departments. If the Employer chooses to fill known and unknown available hours, the Employer shall post a list of known available hours simultaneously with the posting of each new work schedule. Qualified employees who desire to work additional known hours or wish to be called when unknown hours become available, shall sign up on the available hours sheet. **The employer will begin awarding known available hours no sooner than seventy-two (72) hours after the known available hours have been made available to employees to review.**

1) Full shifts by seniority without overtime are awarded first, then

2) An employee who signs up for the most number of hours ~~for the shift over four (4) and less than eight (8)~~ without overtime are awarded by seniority, then

~~3) An employee who signs up for four (4) hours either the first half or the last half of the shift without overtime are awarded by seniority, then~~

4 3) Full shift with overtime by seniority, then

5 4) An employee who signs up for ~~four (4) hours either the first half or the last half of the most hours for~~ the shift with overtime is awarded by seniority.

6 5) Hours not awarded on the initial posting will be ~~re-posted and~~ awarded to the first person that signs up and who would not be put into an overtime situation.

7 6) Regular employees including casual employees, may bump a pool employee, provided the Employer will not be subject to an economic penalty for a late cancellation under the terms of agreement with that pool.

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Union Representative

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Date

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Employer Representative

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Date

11.1 All full-time and part-time employees shall ~~receive~~ accrue vacations time according to the Vacation Time Matrix based on their earned hours (all hours worked, vacation hours, and holiday hours) ~~in accordance with the following schedule:~~

- ~~1) Employees who have completed one (1) year of service two and two-fifths (2-2/5ths) weeks of vacation.~~
- ~~2) Employees who have completed five (5) years of service three and two-fifths (3-2/5ths) weeks of vacation.~~
- ~~3) Employees who have completed ten (10) years of service four and two-fifths (4-2/5ths) weeks of vacation.~~
- ~~4) Employees who have completed 15 years of service shall earn an additional day of vacation for each year of service in excess of 15 years to a maximum of five and two-fifths (5-2/5ths) weeks of vacation after 20 years.~~
- ~~5) Employees reaching their twenty fifth year of employment with the Employer shall receive on a one time basis two (2) additional days of vacation to use during their twenty fifth year.~~
- ~~6) Employees who have completed thirty (30) years of service five and three-fifths (5-3/5ths) weeks of vacation.~~

~~11.2 A full week of vacation for full-time employees shall be equal to forty (40) hours of pay. A full week of vacation for part-time employees shall be equal to the employee's average weekly hours during his or her last anniversary year. All hours paid to the employee during the last anniversary year, except sick leave, shall be divided by fifty-two (52) weeks to determine the weekly average. Part-time employees promoted to full-time during their anniversary year shall have vacations determined on the same basis as part-time. No employee shall receive more than 2080 hours credited to vacation in an anniversary year. If an employee has sixty-four (64) hours of vacation earned and is entitled to two (2) weeks of vacation, the employee would receive thirty-two (32) hours of pay for each week even if their new schedule was for every other weekend.~~

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hour earned = hours worked, vacation hours, and holiday hours

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VACATION ACCRUAL	
HOURLY ACCRUAL FOR FT & PT	Available
.045 hr / hour earned	1st-4th Anniversaries
.065 hr/ hour earned	5th-9th Anniversaries
.085 hr/ hour earned	10th-14th Anniversaries
.095 hr/ hour earned	15th-19th Anniversaries
.105 hr/ hour earned	20th-24th Anniversaries
.110 hr/ hour earned	25th+ Anniversaries

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Union Representative

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Date

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Employer Representative

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Date

11.32 If a holiday falls within a vacation period the employee ~~will be paid the additional~~ may choose between being paid both the holiday hours and vacation hours at regular rate or the option of ~~replacing a vacation day being paid only the holiday hours with the holiday hours~~ and saving the vacation ~~day hours~~ for use at a later date. Employees on approved vacation shall not have to work on ~~or make up~~ the holiday. If an employee takes a vacation over a ~~scheduled the~~ Christmas or New Year's Day holiday, ~~and if that holiday is a holiday the employee is obligated to work,~~ the Employer may schedule a casual on-call employee to cover the shift.

11.3 Employees may request vacation for a single, or multiple, non-holiday weekday(s). Employees must have sufficient vacation time available to make a vacation request.

11.4 Employees may request vacation for working weekends according to their eligibility based on seniority:

~~11.4—Employees shall be entitled to take seven (7) consecutive days off for each five (5) days of compensated vacation. Employees will be entitled to working weekends off based on their years of service for vacation purposes.~~

1 year of service	2 working weekends off
5 years of service	3 working weekends off
10 years of service	4 working weekends off
20 years of service	5 working weekends off

~~11.5—Employees shall be entitled to receive vacation pay prior to leaving for vacation provided the employee requests such vacation pay three (3) weeks in advance of the paycheck that immediately precedes the vacation.~~

- ~~1) Employees must take a full seven (7) days off to get a working weekend.—Employees must request a full week, defined as ½ their point status, including the weekend shift(s) in order to be considered for approval. For instance, if an employee is a .7 point status, they must request at least 4 consecutive shifts off, including the weekend shifts to be eligible for consideration.~~
- ~~2) Employees who have completed fifteen (15) years of employment shall receive four (4) Extra Weekends off per year. Extra Weekends are not subject to the above requirement and only two (2) days vacation are required to request an Extra Weekend off. In no event may more than two (2) extra weekends be used in a calendar quarter without agreement between the Employer and the employee.~~

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Union Representative

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Date

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Employer Representative

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Date



11.7 Employees choosing to resign shall give two (2) weeks' written notice to the department manager or his or her designee and shall work all scheduled shifts during the notice period. The notice period shall commence on the date the notice is received by the Employer. Failure to follow these rules shall result in forfeiture of all accrued (but not earned) vacation. There shall be no forfeiture if the employee must resign due to the employee's own personal health reasons or if the employee misses scheduled shifts during the notice period for a leave of absence authorized by Article 13, ~~or for sick leave verified by a doctor's slip.~~

11.8 Employees who have worked less than one (1) year shall receive no vacation pay.

~~11.9 The Employer may hire summer seasonal employees from Memorial Day to Labor Day. The purpose of these summer seasonal employees is to provide fill-ins for regularly scheduled employees while on vacation. These employees shall not acquire seniority or have any other contractual benefits apply to them. In exchange for this relief, the Employer will allow a minimum of three (3) employees on days, two (2) on evenings and one (1) on nights to take vacation during this summer period.~~

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Union Representative

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Date

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Employer Representative

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Date

~~11.14 A full-time employee on a leave of absence as defined in Article 13, shall continue to accrue vacation as if they were working for 12 weeks following the beginning of such leave. After 12 weeks, a full-time employee will accrue vacation provided they are being paid a full 80 hours per pay period of their earned benefits. Should a full-time employee request to be paid less than their normal schedule of hours, they will accrue vacation benefits on a pro-rated basis.~~

11.14 Employees who have been granted vacation, but do not have earned vacation time available to cover the entire week, must forfeit their week. The Employer shall never be required to grant unpaid vacation time.

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Union Representative

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Date

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Employer Representative

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Date

11.15 Should the Employer ask an employee on vacation to come into work because of ~~their~~ Employer needs and the employee agrees, the employee may elect to have one additional day of vacation for each day forfeited or be paid time and one-half for each day worked in addition to their vacation pay.

11.16 Should an employee sign up for additional hours on a scheduled vacation day or week, they are required to ~~use their vacation day or week at a later time. Receive both their vacation pay at the regular rate and pay for hours worked, unless mutually agreed to otherwise by the Employer and Employee.~~

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Union Representative

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Date

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Employer Representative

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Date

11.17 Vacations cannot be accumulated from year to year. The Employer will work with employees to ensure that they have the opportunity to take time off and use their earned vacation benefits. An employee who requests vacation in a timely fashion and is subsequently denied will have the option of selecting an alternate vacation time or requesting a cash payout in lieu of the time off. Unused earned vacation, not to exceed one-half (1/2) of the employee's total earned vacation for the year, will be automatically cashed out at the end of the employee's anniversary year. Any other unused earned vacation shall be forfeited. The cash out will be paid at the employee's wage rate in effect at the end of the anniversary year.

Employees who prefer paid time off to a payout are encouraged to request their time as soon as practicable and utilize vacation time throughout their anniversary year to avoid a situation of unused earned vacation at their anniversary date.

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Union Representative

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Date

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Employer Representative

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Date

Article 12-Sick Leave

12.1 All full-time ~~employees shall accumulate sick leave at the rate of one (1) day for each calendar month of employment. Sick leave shall not be accrued while on an unpaid leave of absence.~~ And part-time employees shall accrue .045 hours of sick time for every hour earned (hours worked, vacation hours and holiday hours).

~~12.2 Part-time employees shall accumulate sick leave at the rate of eight (8) hours for every one hundred seventy three (173) hours worked.~~

12.32 Accumulation of sick leave shall begin from the first (1st) day of employment, and eligibility to collect sick leave pay shall begin at the completion of the employee’s probation period. Employees may accumulate ~~a maximum of 96 hours sick leave per anniversary year and~~ an overall maximum accumulation of 400 hours.

12.3 Sick leave pay will be based on the regular rate of pay of the employee’s position at the time of illness.

12.5 4 In cases of suspected abuse the Employer reserves the right to require a physician’s certificate as evidence of personal illness. Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend ~~off~~ or ~~scheduled vacation~~ days off, ~~unless satisfactory evidence of illness is presented to the Employer.~~ The employee will receive a written notice, documenting abuse, if a physician’s certificate is going to be required.

~~12.6 5 Any employee who has received a formal sick leave abuse notice from the Employer and fails to provide a doctor’s note as proof of illness will have their sick leave accrual reduced by the number of hours absent from work during that period.~~

12.5 Instances of substantiated sick leave abuse will be subject to the disciplinary policy.

12.76 Employees on Workers Compensation may submit a written request to draw earned sick leave in conjunction with but not to exceed one hundred percent (100%) of normal pay.

~~12.8 Employer will comply with all F.M.L.A. eligibility rules as per Federal Law.~~

SICK ACCRUAL	
Must complete probation to be eligible to receive sick pay	
HOURLY ACCRUAL FOR FT & PT	Available
.045 hr/ hour earned	immediately after every pay period

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

13.2 Funeral Leave:

1) Funeral leave shall be granted as follows:

Decedent	Length of Leave
Spouse, child, parent, <b>domestic partner of an employee</b>	Up to four (4) consecutive calendar days, anytime from the date of death through the second day after the funeral.
Brother, sister, grandparent, <b>grandchild</b> , current mother-in-law, current father-in-law.	Up to three (3) consecutive calendar days, anytime from the date of death through the day of the funeral.
Great grandparent, <b>grandchild</b> , spouse's grandparent, current brother-in-law, current sister-in-law, aunt, uncle, niece, nephew, <b>domestic partner of an employee</b>	Up to one (1) day.

2) In all cases, the employee shall be paid for any scheduled hours missed during the funeral leave time frame; provided, however, that the employee must attend the funeral to receive any funeral pay.

3) Employees who are serving as a pallbearer for a deceased person will be allowed an unpaid day off to attend the funeral service in this capacity.

4) For purposes of this Section, "domestic partner" shall mean a person who (1) is in a committed and mutually exclusive relationship with an employee, joint responsible for the employee's welfare and financial obligations; and (2) resides with the employee in the same principle residence and intends to do so permanently; and (3) is at least eighteen (18) years of age and unmarried; and (4) is not a blood relative of the employee; and (5) has been in the relationship with the employee for **twelve (12)** or more continuous months.

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

~~13.9 — An employee being paid on a leave of absence as stated above who had signed up and been granted vacation (per Article 11, Sections 11.11-11.14 of this Agreement) will be allowed the time away even though they may have already been paid.~~

13.109 An employee may be granted a personal leave of absence without pay and without fringe benefits not to exceed 90 days upon written request from the employee. This request must be in writing and adequate notice given whenever possible. If an employee is unavailable to make a written request, the Employer will then document the employee's verbal request. An employee must use all available vacation benefits during their personal leave of absence. If the employee discloses the reason(s) for the leave, the Employer shall not unreasonably deny the leave request.

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

15.9 If ~~an employee chooses to attend~~ the Employer requests that an Employee attend TMA training, ~~with the Employer's permission to miss scheduled work hours,~~ he or she shall be paid his or her regular hourly wage for each scheduled hour of work missed for the training.

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date



17.2 An employee who has qualified for a leave of absence under the guidelines of the F.M.L.A. and who has exhausted all of their current available benefits of vacation, sick leave and holidays, will qualify for a voluntary transfer of the same benefits from other employees **within the same bargaining unit according to the following guidelines:**

- 1) An employee who elects to transfer some of their benefits to another employee, must transfer a minimum of eight (8) hours.
- 2) Any and all benefit hours transferred, will be paid at the recipient's regular rate of pay at the time of the transfer.
- 3) In no case shall the unused sick leave benefits of a former employee, or an employee who has given notice of resignation, be transferred.
- 4) **Transfer of benefits must be executed following the designated form according to the Transfer of hours policy.**
- 5) **Once hours have been transferred, they may not be recalled even if the receiving employee returns to work with a balance of transferred benefits available.**

~~17.3—When an employee elects to transfer sick leave to another employee, they will use their current year's sick leave first, before any banked time.~~

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

17.4 An employee qualifying for a benefit transfer that had signed up and been granted vacation under Article 11, Sections 11.11-11.14, shall ~~be allowed to take the time off but would have already been paid the vacation pay during their leave of absence. Should the employee no longer desire the vacation time away, they shall notify the Employer as soon as possible so the Employer can offer that vacation time to other employees.~~ forfeit any granted vacation time away upon receipt of transferred benefits. Should the employee have transferred vacation time available upon their return to work, the employee may request to use that time and the Employer shall approve that vacation at their discretion. Seniority will not apply to vacation requests utilizing transferred vacation time. Employees with transferred vacation time available at their anniversary date will be paid out according to Article 11.17.

~~17.5—Should an employee elect to transfer benefits to an LPN covered by the LPN collective bargaining agreement, the following formula shall be used. The employee's hourly rate of pay will be multiplied by eight (8) hours and then divided by the receiving LPN's regular hourly rate of pay to equal the number of hours of benefits the receiving LPN will be granted. An employee qualifying for a benefit transfer that had signed up and been granted vacation shall be allowed to take the time off even though they would have already been paid the vacation pay during their leave of absence. Should the employee no longer desire the vacation time away, they shall notify the Employer as soon as possible so the Employer can offer that vacation time to other employees. In no case shall the unused sick leave benefits of a former employee, or an employee who has given notice of resignation, be transferred.~~

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

~~19.2 — The Employer recognizes work experience of former employees and employees hired with related health care experience. A formal policy addressing wage credit for experience can be found in the employee policy book. No employee shall be paid less than a new hire having the same or less experience in the same job classification. No new hire shall be given experience credit in excess of the greatest “hours paid” number in the Wage Schedule in Appendix A. In the event of a conflict between the wages in Appendix A and the wages in the employee policy book, Appendix A shall control.~~

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

Article 21-Term of Agreement

21.1 This Agreement shall be effective from the date hereof, except as otherwise specifically provided and shall continue in full force and effect through the **31st** day of **December, 2020 2023**, unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to modify, amend, or continue the provisions of this Agreement.

~~21.2 Notwithstanding the provisions of Section 21.1, either party may reopen this Agreement for mandatory negotiations over base wages, health insurance plans and premiums, and whether to merge the two (2) bargaining units' collective bargaining agreements, and only those subjects, as of the 1st day of **November 2018**, or as of the 1st day of **November 2019**, or both. The party desiring to reopen this Agreement for such negotiations, shall give written notice to the other of the reopener at least ninety (90), but not more than one hundred and twenty (120), days prior to the applicable reopener date. Section 14.1, "No Strike or Lockout," shall not apply to any dispute over the issues under negotiation in the reopener negotiations.~~

The Employer and the Union will open the Collective Bargaining Agreement for wages and benefits only on the 31<sup>st</sup> of December, 2021 and 2022.

In Witness Whereof, the parties hereto have caused this instrument to be executed on the dates below.

Dated: \_\_\_\_\_

Sauer Health Care

By: \_\_\_\_\_

Sara Blair, Administrator

Dated: \_\_\_\_\_

United Food and Commercial  
Workers Union, Local 1189

By: \_\_\_\_\_

~~Mike Dreyer~~ James Westin, Representative

WAGES

	CLASS B	CLASS A
Start	13.00	16.25
Max Rate	15.75	20.00

**Classification B: Dietary Aide, Housekeeping, Laundry, TR Aide**

**Classification A: CNA, Cook**

**-Effective April 12<sup>th</sup>, 2021: greater of up to \$.25/hour increase not to exceed the max rate, or new start rate, for all class B**

**-Effective April 12<sup>th</sup>, 2021: greater of up to \$.50/hour increase not to exceed the max rate, or new start rate, for all Class A**

**-Any employee hired on or before April 12<sup>th</sup>, 2021 will be eligible for the 2022 merit award upon satisfying eligibility requirements:**

- 1) maintained a point status for the entire duration of 04/12/2021-12/01/2021**
- 2) attendance steps remain below a step 4 for the entire duration of 04/12/2021-12/01/2021**
- 3) performance steps remain below step 4 for the entire duration of 04/12/2021-12/01/2021**
- 4) HCA have been completed on or before the initial posted due date for the entire duration of 04/12/2021-12/01/2021**

**-The Merit Award will be negotiated during the 2022 wage and benefits contract negotiations and implemented on January 3rd, 2022.**

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Date

