

**Sauer Health Care  
and  
UFCW Local No. 1189  
2014 Negotiations  
Employer's Opening Proposals**

**Service and Maintenance Contract**

1. Cover and elsewhere: change Employer's name to "Sauer Health Care"
2. Section 1.2, last sentence: delete
3. Section 1.5: delete and renumber subsequent sections
4. Section 3.2, first sentence: amend: "An error in an employee's paycheck made by the Employer will be corrected ~~within 3 hours during normal business hours (Monday through Friday)~~ as soon as reasonably practicable."
5. Section 4.4: discuss: need to spread out these extra weekends off
6. Between 4.5 and 4.6: add a new section and renumber subsequent sections: "**4.6 If an employee calls in on his or her weekend to work, the employee shall work the following weekend if requested by the Employer.**"
7. Between 4.10 and 4.11: add a new section and renumber subsequent sections:

**"4.11 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:**

**On-line in-services will be offered to all employees. Time spent participating in an on-line in-service will be paid time.**

**1) All staff are required to participate in mandatory on-line 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.**

**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 on-line in-service within thirty (30) days following their return to work."**

8. Between 4.10 and 4.11: add a new section and renumber subsequent sections: **“4.12 In cases of illness, no-shows, or other emergencies that create an unforeseen overtime situation in the Nursing Assistant job classification, the overtime shall be offered by seniority to on-premises employees in that job classification. If there are no volunteers, the overtime hours shall be worked by the most junior on-premises employee in that job classification. All overtime hours worked under this paragraph shall be paid at double time. The employee shall be responsible for noting any double time hours on the “exceptions sheet” near the time clock. In no case shall an employee work more than sixteen (16) consecutive hours. No employee shall be required to work non-voluntary overtime under this paragraph more than once per pay period. Employees who are required to stay a minimum of four (4) hours will have the option of giving one-half (½) or a full shift away to other non-overtime staff in that job classification.”**

9. Section 7.3, first three sentences: delete

10. Section 9.1: amend: “Job openings will be posted on a bulletin board for seven (7) days, so that employees may bid, in writing, on those openings. Openings will be filled by seniority, as defined in Article 7, among the qualified bidders. Employees must be able to take the full schedule without creating an overtime situation. **Qualified bidders working in the same job classification as the posted job classification shall have bid priority over qualified bidders working in other job classifications, regardless of seniority.**”

11. Section 11.10: delete

12. Section 16.2: amend: change \$96.81 to \$100.00 as agreed to in 2013 reopener (this is a housekeeping change; the Employer reserves the right to further bargain over this section)

13. Appendix A (Wage Schedule), last paragraph: amend: use the language that was agreed to in 2013 reopener (this is a housekeeping change; the Employer reserves the right to further bargain over this section)

14. Letters of Understanding re: Break Room and PTO: delete

15. Combine the two contracts into one

### LPN Contract

1. Cover and elsewhere: change Employer’s name to “Sauer Health Care”

2. Section 1.5: delete and renumber subsequent sections

3. New sections:

**“1.7 LPNs shall be probationary employees for the first sixty (60) days of employment and during such period may be discharged with or without cause without the same causing a breach of this contract or providing a grievable event.**

1.8 By mutual agreement of the parties, an employee's original probationary period may be extended for up to an additional thirty (30) days. Written request for an extension shall be made by the fifty-fifth (55<sup>th</sup>) day of the original probationary period, with a notice signed by the Employer and the employee as to the basis for such extension and a copy forwarded to the Union."

4. Section 2.1: amend: "Full-time employees are those employees regularly scheduled to work at least ~~seventy-two (72)~~ eighty (80) hours in any consecutive fourteen (14) day period."

5. Section 2.2: amend: "Part-time employees are those employees not regularly scheduled to work ~~seventy-two (72)~~ eighty (80) hours or more in a fourteen (14) day period."

6. Section 2.8: amend: "~~Before the implementation of a TMA schedule, LPNs will be provided full time schedules. If the Employer and the Union agree to a TMA schedule, only those hours not being filled by LPNs will be offered to TMAs. TMA schedules may be prepared at the same time LPN schedules are prepared.~~ TMAs will perform only duties as defined in their job descriptions."

7. Section 2.9: amend: "~~LPNs shall be obligated to perform NAR duties only if the LPN agrees. If assigned to perform NAR duties, the LPN's pay rate shall not change when performing NAR duties.~~"

8. Between 4.7 and 4.8: add a new section and renumber subsequent sections: "4.8 In the Employer's discretion, an on-line in-service program may be established in lieu of, or in addition to, the in-service program described in Section 4.7. In such event, the following provisions shall apply:

On-line in-services will be offered to all employees. Time spent participating in an on-line in-service will be paid time.

1) All staff are required to participate in mandatory on-line 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.

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 on-line in-service within thirty (30) days following their return to work."

9. Section 4.11: amend: "In cases of illness, no-shows, or other emergencies that create an unforeseen overtime situation, the overtime shall be offered by seniority to on-premises LPNs. If there are no volunteers, the overtime hours shall be worked by the most junior on-premises employee. All overtime hours worked under this paragraph shall be paid at double time. The employee shall be responsible for noting any double time hours on the "exceptions sheet" near the time clock. In no case shall an employee work more than sixteen (16)

consecutive hours. No employee shall be required to work non-voluntary overtime under this paragraph more than once ~~every three (3) months per pay period~~. Nurses who are required to stay a minimum of four (4) hours will have the option of giving one-half (½) or a full shift away to other non-overtime staff.”

10. Section 6.3, first three sentences: delete

11. Section 7.6: delete

12. Section 11.14: amend: “The maximum number of employees that will be allowed to take vacation in a twenty-four (24) hour period during the week shall be ~~three (3)~~ one (1). The maximum number of employees that will be allowed to take vacation on the weekend shall be ~~three (3)~~ one (1). A weekend shall be defined as the beginning of the night shift on Friday until the beginning of the night shift on Sunday. Nurse Managers will not be included in the number of nurses allowed to take vacation per shift.”

13. Section 14.2: amend: change \$66.23 to \$75.00 as agreed to in 2013 reopener (this is a housekeeping change; the Employer reserves the right to further bargain over this section)

14. Section 14.4: amend: change \$129.81 to \$121.00 as agreed to in 2013 reopener (this is a housekeeping change; the Employer reserves the right to further bargain over this section)

15. Appendix A (Wage Schedule), last paragraph: amend: use the language that was agreed to in 2013 reopener (this is a housekeeping change; the Employer reserves the right to further bargain over this section)

16. Letters of Understanding re: Break Room, Working on Holidays, and PTO: delete

17. Combine the two contracts into one

The Employer reserves the right to add to, change, and delete from these proposals during negotiations. The withdrawal of any proposal herein or hereafter made shall be without prejudice to the Employer’s position on the proposal. The Employer’s bargaining committee reserves the right to submit any tentative agreement to a ratification vote by the Employer’s Board of Directors.