

Letter of Agreement  
by and between  
UFCW Local 1189  
and  
St. Anne's of Winona

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St. Anne Extended Healthcare	Effective 12/24/15
Registered Nurse (RN)	\$5.00/hour
Licensed Practical Nurse (LPN)	\$3.00/hour
Certified Nursing Assistant (CNA)/Trained Medical Assistant (TMA)	\$3.00/hour
Maintenance Technician	\$2.00/hour
All Other Associates	\$2.00/hour
Culinary Service Positions	\$2.00/hour

Callista Court/Benedictine Adult Day Center	Effective 12/24/15
Registered Nurse (RN)	\$1.00/hour
Licensed Practical Nurse (LPN)	\$1.00/hour
Care Assistant/Resident Assistant	\$1.00/hour
Maintenance Technician	\$2.00/hour
All Other Associates	\$1.00/hour

Increases are applied to scaled rates and associate rates above scale.

Callista Court/Benedictine Adult Day Center						
Classification	Start	Prob	1 year	2 years	3 years	4 years
Adult Day Service (CNA)	12.47	12.78	12.89	13.04	13.16	13.27
Care Assistant	12.47	12.78	12.89	13.04	13.16	13.27
Cook	12.16	12.49	12.59	12.73	12.83	12.94
Culinary Services Aide	10.34	10.61	10.71	10.85	11.41	11.51
Housekeeper	10.79	11.09	11.21	11.32	11.41	11.51
Licensed Practical Nurses (LPN)	17.10	17.50	17.64	17.83	17.97	18.12
Maintenance Technician	11.68	11.93	12.04	12.17	13.89	14.01
Receptionist	10.34	10.61	10.71	10.85	11.41	11.51
Resident Assistant	13.55	13.88	14.01	14.15	14.27	14.40
Registered Nurse (RN)	22.71	23.32	23.53	23.78	23.99	24.20
Wellness Coach (CNA)	12.47	12.78	12.89	13.04	13.16	13.27
Wellness Coordinator	15.72	16.13	16.27	16.48	16.63	16.79

St. Anne Extended Healthcare						
Classification	Start	Prob	1 year	2 years	3 years	4 years
CNA Restorative	14.47	14.78	14.89	15.04	15.16	15.27
CNA-NAR	14.47	14.78	14.89	15.04	15.16	15.27
CNA-NAR non-block*	15.47	15.78	15.89	16.04	16.16	16.27
CNA-NAR Night Float*	16.47	16.78	16.89	17.04	17.16	17.27
Cook	13.16	13.49	13.59	13.73	13.83	13.94
Culinary Services Aide	11.34	11.61	11.71	11.85	12.41	12.51
Health Unit Coordinator	12.95	13.24	13.35	13.50	13.89	14.01
Housekeeper	11.79	12.09	12.21	12.32	12.41	12.51
Housekeeper non-block*	12.79	13.09	12.31	13.32	13.41	13.51
Housekeeper Float*	12.79	13.09	13.21	13.32	13.41	13.51
Laundry Assistant	11.79	12.09	12.21	12.32	12.41	12.51
Licensed Practical Nurses (LPN)	19.10	19.50	19.64	19.83	19.97	20.12
LPN non-block*	20.10	20.50	20.64	20.83	20.97	21.12
LPN Night Float*	23.10	23.50	23.64	23.83	23.97	24.12
Maintenance Technician	11.68	11.93	12.04	12.17	13.89	14.01
Nutritional Assistant	11.34	11.61	11.71	11.85	11.95	12.05
Receptionist	11.34	11.61	11.71	11.85	12.41	12.51
Registered Nurse (RN)	26.71	27.32	27.53	27.78	27.99	28.20
Registered Nurse (RN) non-block*	27.71	28.32	28.53	28.78	28.99	29.20
Registered Nurse (RN) Night Float*	30.71	31.32	31.53	31.78	31.99	32.20
Trained Medication Assistant (TMA)	15.55	15.88	16.01	16.15	16.27	16.40
Wellness Coach (CNA)	14.47	14.78	14.89	15.04	15.16	15.27
Wellness Coordinator	16.72	17.13	17.27	17.48	17.63	17.79

\*Associates scheduled to work interchangeably between areas (CC, SAEH, BADC) will be paid at wage applicable to their scheduled position/area.

#### Article 20: Term of Agreement

This agreement shall be in effect from the 1<sup>st</sup> day of October 2014, to the 31<sup>st</sup> day of December 2016. The Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other of the proposed termination or modification of this Agreement at least ninety (90), but not more than one hundred and twenty (120), days prior to the expiration date, or prior to the end of any renewal period, as the case may be.

#### Article 11: Time Off

Section 11.1. Accrual. The Employer provides paid time off (PTO) to compensate employees while they are away from work. PTO combines hours for vacation, holidays, sick leave, family emergencies, health and dental care, personal business, inclement weather, and other elective absences into one "bank". PTO is accrued and available to all employees regularly scheduled forty-eight (48) or more hours per pay period) after successful completion of ninety (90) days of employment.

**With the exception of casual call employees, employees not eligible for accrual of PTO will accrue time off unpaid (TOU) according to the schedule below. TOU will not be available for use until the employee has been employed for ninety (90) days.**

Time off will accrue on all hours paid, up to eighty (80) hours per pay period. There shall be no accrual above the maximum allowable balance. Time Off will not accrue during unpaid leaves of absence. The following table shows the actual accrual rates based on an employee working 2,080 hours/year (eligible employees working less than 2080 hours/year accrue time off at a pro-rated amount based on actual hours worked):

Length of Service	Accrual Rate	Annual Hours / Max # of Days	Balance Max / # of Days
0 – 4 years (0 – 59 months)	0.0885	184 hours / 23 days	200 hours / 25 days
5 – 9 years (60 – 119 months)	0.1077	224 hours / 28 days	240 hours / 30 days
10+ years (120+ months)	0.1270	264 hours / 33 days	290 hours/ 36.25 days

**Section 11.2. Use.**

Employees must request time off at least 7 days in advance of the requested time off. Time off must be taken in increments of one-quarter (1/4) hour. In the event of illness or emergencies, the employee shall provide as much advanced notice as possible. Use of time off hours must be approved in advance, except in the case of illness, injury, unforeseen need, or emergency. Time off accruals will be used concurrently with state and federal unpaid FMLA. **PTO or TOU hours must be available for any time off. If an employee does not have enough PTO or TOU hours available to cover their requested time off, the time off will be denied.**

Employees will be compensated for the number of PTO hours approved at their wage in effect at the time of their absence from work. PTO hours on a holiday may not exceed the employee’s actual hours worked or normally scheduled hours, whichever is applicable. The balance of your PTO account may be paid upon your termination of employment provided that the required notice is given. PTO will not be granted to extend an employee’s employment beyond his/her last day worked.

For re-hires, length of service and accruals will be calculated based on the most recent hire date, not based on the original date of hire, in which the waiting period is reapplied.

When employees move from a PTO-eligible status into an ineligible status, any remaining available balance will be paid out only after successful completion of scheduled shifts prior to the status change and a two week notice.

When employees move from a PTO-ineligible status into an eligible status, PTO accruals will be based on the date of eligibility status change, not on the date of original hire or rehire, where the waiting period applies. If the change to an ineligible status coincides with a change in pay, PTO payout will be compensated at the employee’s wage in effect immediately prior to the status change. **Employees will be allowed to retain and use any accrued TOU when moving into a PTO eligible status. However, the employee will be required to use any accrued PTO first for any absence prior to using any accrued TOU.**

**Section 11.3. Scheduling.**

Each November first (1<sup>st</sup>) the Employer shall post a time off sign-up calendar for the next calendar year **for PTO eligible employees.** The sign-up calendar shall remain posted for the month of November. The calendar shall show the available vacation slots by job classification and shift. Employees, by seniority, may elect to have their time off scheduled for the next calendar year by indicating the desired slot(s) on the sign-up calendar during the November posting period. Time off shall be awarded by seniority within

the affected job classification and shift. By January first (1<sup>st</sup>) the Employer shall post the results of the sign-up process, indicating each employee's scheduled time off.

**Employees not signing up during the November posting period or not eligible for PTO** shall be scheduled for time off on a first come, first served basis, with seniority being the determining factor in cases of simultaneous requests. Such employees may contact the scheduling office five (5) business days (Monday - Friday) following their request to determine the status of their request.

Employees eligible for PTO will be allowed to sign up for full weeks (seven (7) consecutive days off) of PTO based on their years of service as follows if requested with the November 1<sup>st</sup> sign-up calendar. Full weeks requested off according to the table below will be based on the employee's FTE. Employees may sign up for additional full weeks of PTO after the posting period if the employee has sufficient PTO and vacation slots are available.

<u>Years of Continuous Service Completed</u>	<u>Full Weeks</u>
Completion of Probation – 1 Year	1 Week
2-4 Years	2 Weeks
5-9 Years	3 Weeks
10-19 Years	4 Weeks
20+ Years	5 Weeks

\*Part time hours granted off are prorated by FTE.

Section 11.4. Weekends to Work. **The scheduling of PTO or TOU on an employee's weekend to work shall be as follows:**

<u>Years of Continuous Service Completed</u>	<u>Maximum Number of Weekends to Work That Can Be Taken Off Per Year</u>
Less than One (1) Year	Zero (0)
One (1) Year to Two (2) Years	One (1)
Three (3) Years to Four (4) Years	Two (2)
Five (5) Years to Fourteen (14) Years	Three (3)
Fifteen (15) to Nineteen (19) Years	Four (4)
Twenty (20) or More Years	Five (5)

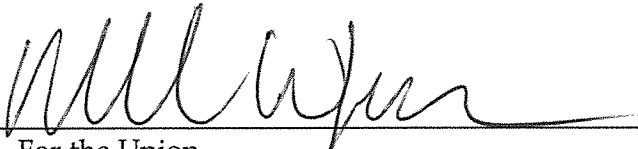
Section 11.5. Carryover and Payouts. **Employees are eligible to carry over PTO and TOU** from one calendar year to the next according to the schedule below. There shall be no accrual above the maximum accrual.

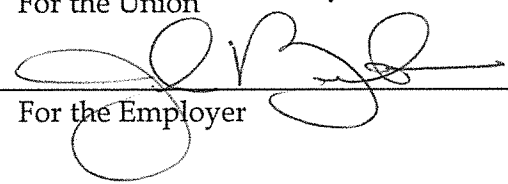
Employees may choose to be paid for a portion of accrued, unused PTO once per calendar year, according to the schedule below. Request for vacation pay-out must be submitted to the supervisor, in writing, at least one (1) full pay period prior to the pay day the employee wishes to be paid. Employees may request a second PTO payout in the same calendar year, according to the schedule below, if the employee has at least 40 hours of PTO remaining after the payout.

<u>Years of Service</u>	<u>Number of hours allowed to carry over</u>	<u>Maximum number of hours allowed per pay out</u>
0 – 4 years	200	20
5 – 9 years	240	40
10+ years	290	80

All PTO payouts are subject to applicable taxes. PTO will not be granted to extend an employee's employment beyond their last day worked.

Section 11.6. Extended Illness Bank (EIB). Employees be eligible after successful completion of nine (90) days of employment to also accrue hours in an extended illness bank (EIB) to compensate for absences over three (3) consecutive days resulting from illness or injury. EIB hours will be used until exhausted. EIB shall be available immediately for in-patient hospitalization. For work related illness/injury, EIB may be used for in-patient hospitalization absence on waiting period days not subsequently covered by workers' compensation. EIB hours will accrue .019 hours per hour worked, up to a maximum of 480 hours. Unused EIB hours will not be paid upon termination.

/s/  \_\_\_\_\_ 1-20-2016 \_\_\_\_\_  
For the Union Date

/s/  \_\_\_\_\_ 1/26/16 \_\_\_\_\_  
For the Employer Date

eme/opeiu #12  
December 28, 2015