

# Sauer Health Care – LPN's

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This Agreement, made this 16<sup>th</sup> day of **September 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 said Union as the sole representative for collective bargaining of all its regularly scheduled Licensed Practical Nurse and Graduate Practical Nurse employees, excluding supervisory employees as defined by law, administrators, registered nurses, service and maintenance employees covered by a separate collective bargaining agreement, maintenance workers, guards, and office clerical employees.

1.2 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement shall, by the sixtieth (60<sup>th</sup>) day following the beginning of employment, become and remain members in good standing in the Union.

1.3 "In good standing," for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all persons covered by this Agreement.

1.4 The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such authorization extend beyond the termination date of this Agreement. The Employer shall make the requested deductions from the first pay period for the month and transmit to the Union no later than the seventh (7<sup>th</sup>) day following the date the deductions were made. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal of deduction referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

1.5 The Employer shall also provide the Union with a monthly Union membership activities list showing all new hires and their date of hire, employees who have terminated or been terminated and the date of their termination, employees who are on leave of absence for any reason and the date the leave of absence began, employees returning from a leave of absence and the date of such return, and any employee status changes in part-time to full-time. This list shall be transmitted to the Union at the same time the Employer transmits the monthly Union dues.

1.6 Representatives of the Union may visit the nursing home premises for the purpose of discussing grievances and other Union matters with the employees. Care shall be taken so there will be no disturbance to residents of the home or interruption in providing care to said residents.

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 (55th) 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.

1.9 A Union Representative will be allowed to have thirty (30) minute session with newly hired employees immediately following any new hire orientation or as soon as possible during ongoing new employee training based on staffing needs in the facility. Union Stewards holding these meetings will be required to punch out for this time.

## ARTICLE 2-CLASSIFICATION OF EMPLOYEES

2.1 Full-time employees are those employees regularly scheduled to work at least eighty (80) hours in any consecutive fourteen (14) day period.

2.2 Part-time employees are those employees not regularly scheduled to work seventy-two (72) hours or more in a fourteen (14) day period.

2.3 Casual employees are those employees not regularly scheduled for work. Casual employees are included in the bargaining unit.

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

2) **Casual employees who work on a holiday shall receive time and one half (1 ½) for all hours worked**

3) **When a regularly scheduled employee changes to a casual on-call employee, the employee shall receive pay for all earned and accrued vacation and forfeit their seniority as a regularly scheduled employee. Casual on-call employees will carry a seniority date only amongst other Casual on-calls.**

4) **After September 15, 2021, Casual on-call employees that pick up a point status, will have a seniority date of the day they pick up a point status.**

5) **A casual on-call employee may be scheduled to work the Christmas holiday or the New Year's Day holiday, plus two (2) other holidays, if there are any holiday hours available.**

2.4 The Employer will provide to the Union a list of hours that casual employees work. This will be done on a calendar quarter basis.

2.5 Pool employees may be utilized by the Employer when regular employees are on extended (more than two (2) weeks) vacations, personal leaves of absence or medical leaves of absence. Pool employees shall not be utilized until all regular employees have been offered the temporary available hours. Regular employees who later have the need to work additional hours shall be granted hours currently being worked by a pool employee with the posting of the next schedule. A pool employee may not pick up available hours on a daily basis until those hours have been first offered to all regular employees - first without overtime. When the Employer has the need to utilize a pool employee they shall notify the Union of the reason for the need plus who is to be utilized and for how long.

2.6 It is agreed and understood that Graduate Practical Nurses (G.P.N.s) may be hired by the Employer. G.P.N.s will be granted the same rights and benefits as given to the Licensed Practical Nurses in this Agreement with the following exceptions:

1) A G.P.N. will be subject to a 60 day probation period or if a license is not obtained within the first 60 days, the probation period will be extended until such license is obtained. If a G.P.N. fails to obtain a license they will be offered a Nurse Aide position if available.

2.7 For employees who started with the Employer in a classification other than L.P.N., e.g. C.N.A., G.P.N., their original date of hire will be used for all benefits other than wages. For seniority and wage purposes, the date the employee first starts active duties as a G.P.N. or L.P.N. will be the date used for any wage increases and seniority under this Agreement.

### ARTICLE 3-PAY PERIOD

3.1 Employees shall be paid every two (2) weeks on the Friday following completed service through Sunday. The work period begins with the day shift on Monday.

### ARTICLE 4-HOURS OF WORK

4.1 Work schedules will be posted two (2) weeks prior to the start of the work period. When changes in the work schedule are made affecting employees who are scheduled on a day off, the Employer will attempt to notify such employee by phone, text or email by the phone number or email provided by employee to Employer. Schedules shall provide employees with at least twelve (12) hours rest between shifts. By mutual agreement between the employee and the Employer, a shorter time may be scheduled.

4.2 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. When an employee's required holiday to work falls on that employee's weekend off, the employee will be given two (2) consecutive days off, preferably Friday/Saturday or Sunday/Monday.

4.3 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.

4.4 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.**

4.5 **When the Employer schedules an in-service the employee shall be paid for the length of the in-service or taped make up.**

4.6 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 4.5. In such event, the following provisions shall apply:

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

2) **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. Employees will then be allowed twenty-four (24) hours in which to complete the make-up.**

3) After the twenty-four (24) hour extension expires, employees will not be allowed to return to work until the make-up has been completed. 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

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.

4.7 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.

4.8 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.

4.9 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.

4.10 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. 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.

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

4.12 During the life of this Agreement, it is the goal of the parties to establish consistent schedules so as to work LPN's on the same shift during any one week. Should the Employer need to adjust a scheduled shift, in the case of a proven emergency, they shall notify the least senior scheduled employee as early as possible of the change. Seniority will be used, to the best ability of the Director of Nurses, in this mutually agreed goal.

#### 4.13 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 resident's 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) day 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 eight (8) hours, the employee shall receive overtime pay for hours worked in excess of forty (40) hours each week vs. the standard overtime pay received for more than eight (8) hours per day and /or eighty (80) hours per pay period.

### ARTICLE 5-REST AND LUNCH PERIODS

#### 5.1

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

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

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.

#### ARTICLE 6-SENIORITY

6.1 Seniority shall be determined by the employee's most recent date of hire as an L.P.N. or G.P.N. with the Employer. As between L.P.N.s and G.P.N.s, however, L.P.N.s shall always prevail when it comes to seniority, regardless of the G.P.N.'s date of hire. This definition of Seniority shall apply in all areas seniority is mentioned in this Agreement.

6.2 Seniority shall prevail in regard to layoffs and recall, provided the employee qualifies to do the work available. The least senior employee shall be the first employee laid off. The most senior laid off employee shall be the first employee recalled. A permanent hours reduction shall be considered a layoff for all purposes of seniority. Recall rights shall be lost after one (1) year of continuous layoff or permanent hours reduction, or upon failure or refusal to accept recall or hours restoration.

6.3 All new hires shall be assigned a Posted FTE Level at the time of hiring. The "permanent hours reduction" mentioned in section 6.2 shall be measured against the affected employee's Posted FTE Level. Non-permanent hours reductions shall be measured in the same way. Selection for and recall from non-permanent hours reductions shall be handled under the procedure applicable to permanent hours reductions. The reduced employee may bump hours in another shift, based on seniority, up to the reduced employee's Posted FTE Level. "Non-permanent hours reductions" means a reduction implemented with an expectation of that the hours will later be restored. It does not mean fluctuations in scheduling from pay period to pay period.

6.4 Employees shall be probationary employees for the first sixty (60) calendar days of employment and during such period may be discharged with or without cause. Such an event will not be grievable under this Agreement. The Employer agrees to indemnify the Union in such an event.

6.5 By mutual agreement of the parties, and 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.

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

6.7 The Employer will evaluate the employee after thirty (30) days and discuss any problems. A peer review will be a part of this evaluation process. If there are problems and the Employer feels they are not corrected, the Employer will have the right to demote the employee back to his/her previous part-time position before the sixty-first (61<sup>st</sup>) day. The employee may also request a return to his/her previous part-time position before the sixty-first (61<sup>st</sup>) day.

6.8 If the Employer timely demotes the employee back to his/her previous part-time position, 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.

6.9 When hours need to be reduced we will reduce hours on the shift affected by following these steps in this order:

- 1) pool employees
- 2) volunteers among those on overtime
- 3) involuntary reduction among those on overtime
- 4) volunteers by seniority among those on straight time
- 5) casual on-call employees
- 6) TMA's
- 7) Hours picked up that day above Posted FTE Level (involuntary reduction) by inverse seniority **on a rotating basis**



- 8) involuntary reduction by inverse seniority among those on straight time on a rotating basis.

An overtime person can elect to leave on a voluntary basis before a casual on-call. Who gets reduced may depend on employees who are working and who can cover if necessary.

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

## ARTICLE 7-JOB POSTING AND BIDDING

7.1 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 among qualified bidders using full and/or part-time employees. Employees must be able to take the full schedule without creating an overtime situation. Full-time positions vacated will remain full-time positions. If no current full-time or part-time employees bid on the posted position within the seven (7) day period, the company may fill the position as needed. Employees are not to consider it a guarantee that he/she will be assigned to work in the new role or classification over a more experienced staff member in that role or classification based on date of hire seniority, with the employer reserving the right to assign staff accordingly to ensure the highest quality care and service within the facility.

7.2 An employee of the Employer who becomes a LPN shall have the ability to sign a job posting and will be considered along with other applicants, including outside applicants, for the job. If hired for the position open, they will be required to resign their current position and will lose all rights with that position. If the employee is let go during the first sixty (60) days, he/she will be rehired to former position without loss of salary, benefits, or seniority previously earned.

7.3 Temporary hours that become available (i.e. sick calls, vacations, leaves of absence, etc.) may be filled at the Employer's discretion. If the Employer chooses to fill them, they shall be filled by seniority using the following order:

- 1) 1st with LPN's in non-overtime
- 2) 2nd with any other qualified facility employee (RN, TMA, etc.) not on overtime
- 3) 3<sup>rd</sup> LPN's with overtime
- 4) 4<sup>th</sup> with pool employees.

LPN's wishing to be called in for extra temporary hours will indicate such by signing the availability sheet. The Employer shall post known available hours seven (7) days before the schedule is posted.

7.4 Temporary RN hours that become available may be filled at the Employer's discretion. If the Employer chooses to fill them, they shall be filled by seniority (LPN's seniority only) using the following order:

- 1) 1st RN's without overtime
- 2) 2nd LPN's without overtime
- 3) 3rd pool employees without overtime (if being utilized under the provisions set forth in Article 2, Section 2.5)
- 4) 4th however the Employer can cover the hours.

7.5 Nothing in Sections 7.3-7.9 is intended to allow employees to give up their existing hours and shifts to take the temporary hours. They may however pick up by seniority any hours that do not conflict with their existing schedule. In all cases, employees picking up available hours must be qualified to do the work.

7.6 The Employer will determine the number of licensed shifts available per pay period.

7.7 Current employees are guaranteed by the Employer a specific number of shifts per pay period.

7.8 Employees will be allowed to drop shifts as long as they maintain their scheduled weekend to work. These dropped shifts will be posted as available hours provided all current employees are able to work their guaranteed number of shifts. If the number of shifts available are above the guaranteed shifts, employees are able to add days/shifts to their current guaranteed hours. Once a schedule is posted, the employees are responsible for hours they are assigned. If they wish to have additional time off for which they are scheduled, the employee is responsible to find their own replacement. All replacements must be approved in writing by a supervisor, which approval shall not be unreasonably withheld. Scheduled hours include hours signed up for and awarded above an employee's normal hours.

## ARTICLE 8-TERMINATION OF EMPLOYMENT

8.1 Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within twenty (20) days after the suspension, demotion or discharge in question. In case of discharge, the employee affected may request and receive from the Employer in writing the reason for said dismissal.

8.2 If an employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse in writing, within forty-eight (48) hours, the failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment, provided that if such employee within one (1) week

from the failure to report, furnishes the Employer with reasonable proof that such employee could not notify the Employer of his or her absence because of illness and unforeseen emergency or other justifiable reasons, then such employee shall be reinstated without any break in the service record.

## ARTICLE 9-GRIEVANCE PROCEDURE

9.1 Any dispute relating to the interpretation of, or adherence to, the terms of and provisions of this Agreement shall be handled in accordance with the following procedures:

Step 1: The aggrieved employee, Employer and/or Union shall attempt to adjust the grievance.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the contract, and shall be delivered to the Employer no later than twenty (20) calendar days following the date of occurrence. Grievances relating to an incorrect wage rate shall be timely if received by the Employer no later than one (1) year following the date of receipt of the check by the employee. Within ten (10) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3: If the parties are unable to resolve the grievance in Step 2 they may, by mutual agreement, take this matter to Federal Mediation and Conciliation Services. It shall be non-binding unless the parties agree in advance to adhere to the decision of the mediator.

Step 4: If the grievance is not resolved in Step 2 or Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 2 or Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. In any case where back pay is sought as part of the award, the arbitration hearing shall be conducted within six (6) months after the filing of the written grievance; provided, however, that if the parties participate in mediation (Step 3), the six (6) month time frame shall begin when mediation concludes. Back pay shall not accrue after the applicable six (6) month time frame ends, unless the Union can prove to the arbitrator that the delay was substantially the fault of the Employer.

9.2 The authority of the arbitrator shall be limited to making an award relating to the interpretation of, or adherence to, the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues.

9.3 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

9.4 The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

#### ARTICLE 10-HOLIDAYS

10.1 The following days shall be considered holidays:

New Year's Day	July Fourth
Easter Day	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

10.2 The holiday shall be defined as beginning with the night shift the evening before the holiday, except that Christmas Day and New Year's Day shall be defined as beginning with the p.m. shift of the day before the holiday.

10.3 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.**

10.4 Part-time employees who have completed their probationary period shall be entitled to pro-rated holiday pay for each holiday not worked **according to their point status on the date of the holiday.**

10.5 Full-time employees scheduled to work a holiday may request a compensatory day off in lieu of the extra holiday pay. Such day off must be requested before the holiday scheduled is posted and be taken within the time period two (2) weeks before the holiday or two (2) weeks after the holiday.

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

10.7 To be eligible for holiday pay an employee must work the 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.

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

**10.9** Employees who wish to request vacation for a scheduled holiday must request a minimum of half (1/2) 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.

**10.10** Nurses with less than twenty (20) years of service are not allowed to use vacation time on any of their recognized holidays to work. They can trade hours. They can give hours away only if there are no openings available. Hour shall not be traded or given away without supervisor approval.

<b>HOLIDAY ACCRUAL</b>
<b>Must complete probation to be eligible</b>
<b>All employees receive 8 hours holiday x their current point status for holidays not worked*</b>
<b>FT/PT employees receive holiday hours equal to the number of hours worked on a worked holiday</b>
<b>COC employees receive holiday hours equal to half (1/2) the number of hours worked on a worked holiday</b>
<b>*COC employees do not receive pay for holidays not worked: 8 x 0 = 0</b>

## **ARTICLE 11-VACATIONS**

**11.1** All full-time and part-time employees shall accrue vacation time according to the **Vacation Time Matrix** based on their earned hours (all hours worked, vacation hours, and holiday hours).

**Hours earned = hours worked, vacation hours, and holiday hours**

<b>VACATION</b>	<b>ACCRUAL</b>
<b>HOURLY ACCRUAL FOR FT &amp; PT</b>	<b>AVAILABLE</b>
<b>.045 hr/hour earned</b>	<b>1<sup>st</sup>-4<sup>th</sup> Anniversaries</b>
<b>.065 hr/hour earned</b>	<b>5<sup>th</sup>-9<sup>th</sup> Anniversaries</b>
<b>.085 hr/hour earned</b>	<b>10<sup>th</sup>-14<sup>th</sup> Anniversaries</b>
<b>.095 hr/hour earned</b>	<b>15<sup>th</sup>-19<sup>th</sup> Anniversaries</b>

<b>.105 hr/hour earned</b>	<b>20<sup>th</sup>-24<sup>th</sup> Anniversaries</b>
<b>.110 hr/hour earned</b>	<b>25<sup>th</sup> + Anniversaries</b>

11.2 If a holiday falls within a vacation period the employee may choose between being paid both the holiday hours and vacation hours at regular rate or the option of being paid only the holiday hours and saving the vacation 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 Christmas or New Year's holiday, 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.

1. Employees must request a full week, defined as half (1/2) their point status, including the weekend shift(s) in order to be considered for approval. For instance, if an employee is a .7 status, the must request at least four (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.

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

11.6 Employees must take the time off equal to earned vacation hours to receive vacation pay.

11.7 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.**

11.8 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 scheduled vacation. A separate check will be issued.

11.9 Employees laid off by the Employer will receive earned and accrued vacation pay within five (5) days following the end of the current pay period. Employees discharged by the Employer for just cause shall forfeit all accrued (but not earned) vacation. 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.

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

11.11 Should the Employer ask an employee on vacation to come into work because of their 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.

11.12 Should an employee sign up for additional hours on a scheduled vacation day or week, they are required to **receive both their vacation pay at the regular rate and pay for hours worked, unless mutually agreed to otherwise by the Employer and employee.**

11.13 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). The maximum number of employees that will be allowed to take vacation on the weekend shall be three (3). 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.

11.14 Employees who have been granted vacation, but do not have the earned vacation time available to cover the entire week, must forfeit all days they do not have sufficient vacation time for in the following order:

- 1) Any recognized Holiday
- 2) Saturday
- 3) Sunday
- 4) Employees' choice

**The Employer shall never be required to grant unpaid vacation time.**

## ARTICLE 12-SICK LEAVE

12.1 All full-time and part-time employees shall accrue .045 hours of sick time for every hour earned (hours worked, vacation hours and holiday hours).

12.2 Accumulation of sick leave shall begin from the first (1<sup>st</sup>) day of employment, and eligibility to collect sick leave pay shall begin at the completion of the employee's probation period. Employees may accumulate an overall maximum 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.

12.4 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. The employee will receive a written notice, documenting abuse, if a physician's certificate is going to be required.

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

12.6 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.

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

## ARTICLE 13-LEAVES OF ABSENCE

13.1 Jury Duty: An employee who is called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with his/her jury duty pay, does not equal his/her regular weekly pay, the Employer will make up the difference for the period of jury service, provided the employee works such hours as he/she is available during the hours when Court is not in session. An employee receiving full pay from his/her Employer while serving on a jury will be required to turn in to his/her Employer the jury duty pay for the period he/she served on the jury. Hours served on jury duty will be considered hours worked for all purposes of this Agreement. A maximum of four (4) weeks per calendar year will apply.



### 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, spouse's grandparent, current brother-in-law, current sister-in-law, aunt, uncle, niece, nephew, <b>current stepparents, .step-children, and step siblings</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.

13.3 Injury, Illness or Maternity Leave: An unpaid leave of absence of up to six (6) months shall be granted to employees unable to work because of illness, injury, or disability due to maternity, as documented by a medical statement from a physician at least monthly. The employee shall furnish a physician's report certifying that the employee is capable of returning to work. Employees who after a full six (6) months of leave of absence are still unable to return shall be granted up to an additional six (6) months of unpaid leave in one (1) month increments, if supported by a medical statement from a physician at least monthly. The Employer shall not be obligated to hold the employee's prior shift or hours beyond the first six (6) months. Any such extension shall be in writing and a copy forwarded to the Union. This Section 13.3 shall not apply to parental leave in which the employee is neither ill nor injured but wishes to stay home with a new child for a period of time. Leave time taken under this Section 13.3 shall run concurrently with any leave time taken under any state or federal medical leave law.

13.4 Workers Compensation Leave of Absence: Employees shall be entitled to an unpaid leave of absence of up to six (6) months for a work-related illness or injury. During the six (6) month leave, the employee may continue to participate in the group health insurance plan, provided that the employee continues to pay his or her share of the premium. Upon written request by the employee, supported by a medical statement from a physician, the leave may be extended in one (1) month increments, not to exceed total leave of one (1) year. During any leave extension, the employee may participate in the group health insurance plan at his or her expense. A physician's certificate, including a description of all restrictions and limitations, must be provided prior to returning to work from a worker's compensation leave of absence. Leave time taken under this Section 13.4 shall run concurrently with any leave time taken under any state or federal medical leave law.

13.5 Upon return from an approved leave of absence employees shall be returned to the same schedule and shift previously enjoyed.

13.6 Any leave of absence does not change the employee's anniversary date of employment however when on a leave of absence of more than one (1) month, the Employer may deduct that time from their pay progressions. Employees will not accrue benefits during an unpaid leave of absence over one (1) month in duration.

13.7 The Employer and the Union agree to comply with all Federal and State family leave laws.

#### ARTICLE 14-INSURANCE

14.1 The Employer agrees to maintain a health and hospitalization policy. The employer agrees to provide health coverage for employees regularly scheduled to work at least a .6 or forty-eight (48) hours per pay period.

14.2 If the health insurance rates go up, the Employer will pay up to a full ten percent (10%) of the increase. If the increase is larger than ten percent (10%) the Employer and the Union will meet to have input in Plan design changes to address the percentage over the ten percent (10%).

14.3 The Employer shall continue to pay their portion of the cost of the Health Insurance premium for employees unable to work due to a worker compensation illness or injury and for employees who qualify for a leave under the guidelines of the F.M.L.A.

14.4 Employees unable to work due to illness or injury off the job, shall be required to pay the full cost of the Health Insurance premium on the first of the month following a full thirty days after they have exhausted any sick leave they may be entitled to or vacation and holiday time they had requested to use.

14.5 Employees on a personal leave of absence shall be required to pay the full cost of the Health Insurance Premium on the first of the month following a full thirty days after they have exhausted any vacation and holiday paid time they may have requested to use.

14.6 Employees requesting to use vacation and holiday time as stated above shall be required to utilize this time in full block. Full blocks are defined as the employee's regular scheduled hours per week.

14.7 The Employer will maintain liability insurance on employees as defined in the Company liability policy.

14.8 Part-time employees regularly scheduled to work thirty (30) or more hours per week may purchase group dental insurance coverage at their expense.

14.9 The employer shall maintain a 401(k), long term disability and short term disability plan.

14.10 Current agreed upon employee and employer contributions to the health and hospitalization coverage plan are attached in Appendix B of this agreement and are to be considered a part of this agreement.

#### ARTICLE 15-MISCELLANEOUS

15.1 Cost of any off the job training which may be required by the Employer or State shall be paid for by the Employer. In addition, this time will be considered time worked for purposes of overtime. Employees will be entitled to a minimum of their full scheduled hours for the day. The Employer will pay current established mileage allowance (\$.25/mile) for miles driven out of the city.

15.2 The Employer will continue to pay for Mantoux Test and/or Chest X-ray's. Employees are encouraged to get an annual influenza shot. For those choosing to receive the shot on premises through arrangements made by the Employer, the Employer shall bear the expense. Employees who receive a shot and who then contract influenza A during that flu season, resulting in lost time from work, and who provide a doctor's slip documenting the influenza A, shall not be assessed an attendance point.

15.3 Any employee elected or appointed to represent the Union in any official capacity shall be allowed time off without pay as necessary, provided such time off does not jeopardize resident care, not to exceed seven (7) calendar days per year for the bargaining unit as a whole, not counting negotiations.

15.4 The Employer will provide space for a Union bulletin board in a mutually agreeable area.

15.5 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.

15.7 An employee qualifying for a benefit transfer that had signed up and been granted vacation shall 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.

15.8 No employee shall use, sell, solicit, possess or transfer drugs or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act.

15.9 No employee shall use or possess a handgun or firearm while on duty, while on Employer property, or while in an Employer vehicle. An employee may possess a handgun or firearm in Employer parking facilities and areas, but only to the extent allowed by the Minnesota Citizen's Personal Protection Act of 2003, as reenacted by the legislature in 2005.

15.10 Both parties contributed equally to the drafting of this Agreement. No part of this Agreement shall be construed against either party on grounds of draftsmanship.

15.11 The parties hereby form a Labor-Management Committee. The committee shall meet on an ad hoc basis at the request of either party to discuss matters of labor contract administration and other work-related issues. The Committee shall have no power to add to, change, or delete any provision of this Agreement.

15.12 The employee will have access to facility policies and the employee handbook.

#### ARTICLE 16-NO STRIKE OR LOCKOUT

16.1 There shall be no strike, work stoppage, picketing or lockout during the term of this Agreement.

#### ARTICLE 17-SEVERABILITY CLAUSE

17.1 If any part of this Agreement is held to be in violation of any Federal or State law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to bind the parties hereto.

17.2 In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such order or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

#### ARTICLE 18-NON-DISCRIMINATION

18.1 No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of his/her race, creed, color, sex, age, sexual orientation, marital status, including common-law relationships, national origin, ancestry, place of origin or political affiliation or whether he/she has children, physical disability, religion, or protected Union activities.. The employee must be able to perform job duties.

#### ARTICLE 19-MINIMUM WAGE RATES AND SHIFT DIFFERENTIALS

19.1 The minimum hourly rates of pay for the classifications covered by this Agreement are contained in Appendix "A" attached hereto and made a part of this Agreement.

19.2 Hours worked between 02:00 p.m. and 10:00 p.m. shall receive an afternoon shift differential of sixty cents (\$0.60) per hour. Hours worked between 10:00 p.m. and 06:00 a.m. shall receive a shift differential of one dollar (\$1.00) per hour.

19.3 Any time an L.P.N. is left alone in charge of building she/he will receive a \$5.00/hour premium over employee's regular rate of pay.

19.4 Preceptor pay, L.P.N.'s who train in other employees (C.N.A.'s) shall receive a \$.50/hour premium. L.P.N.'s who train in other L.P.N.'s shall receive a \$1.00 per hour premium.

19.5 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 employee gives 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-ups shifts. The opposite weekend bonus applies only to hours picked up for the Employer. Opposite weekend pay does not apply to overtime hours.

19.6 Employer will schedule staff up to their minimum range of hours if they don't schedule themselves. Employees must sign up for hours/shift agreed to work before picking up other hours/shifts.

#### ARTICLE 20-MANAGEMENT RIGHTS

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

20.2 The Union agrees that the determination of specific job placement, the **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 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, 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.

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 31<sup>st</sup> day of December, 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.

**The Employer and the Union will open the collective bargaining agreement for wages and benefits only on the 31<sup>st</sup> of December, 2022.**

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

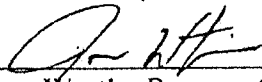
Dated: September 21<sup>th</sup>, 2021

Sauer Health Care

By 

Dated: SEPTEMBER 23<sup>rd</sup>, 2021

United Food and Commercial  
Workers Union, Local 1189

By   
James Westin, Representative

## APPENDIX A - WAGE SCHEDULE

	LPN
Start	21.50

LPN's will receive a \$.50 per hour increase effective the first Monday of a new pay period after Union signed contract received represents both 2021 and 2022 increase. No retro pay. New start rate \$21.50. Next LPN bargaining will be for 2023 wages.

Eligibility for receipt of any compensation, bonus or other benefit withing this contract is contingent upon having an active status, in good standing, on the date of distribution and/or effective date for any wage increase. No employee, current or former, may claim entitlement to any retroactive payment or receipt of benefit as a result of the ratification of this contract should they cease employment prior to the effective/distribution date. The effective date will occur no earlier than the first Monday of a new pay period following the receipt of a fully executed contract signed by both UFCW and Sauer Health Care.

A G.P.N will receive an hourly wage of \$.75 over their current C.N.A. hourly wage.



Effective 9/1/2021 - 8/31/2022

	Quartz Health Plan HMO - Deductible	Quartz Health Plan HMO - HSA
Services	In Network	
Deductible	\$2,500 single \$5,000 family	\$3,000 single \$6,000 family
Coinsurance	20% Employee	20% Employee
Calendar Year Out of Pocket Limit	\$5,000 single \$10,000 family	\$6,000 single \$12,000 family
Preventative Care	Covered 100% by carrier	
Virtual Visit	\$25 Copay	\$49 Copay
Office Visit	\$30 Copay	Covered 80% after Deductible
Urgent Care	\$60 Copay	Covered 80% after Deductible
Emergency Room	\$100 Copay	Covered 80% after Deductible
Prescription Drugs	Tier 1: \$10 Copay Tier 2: \$35 Copay Tier 3: \$60 Copay Tier 4: \$200 Copay <b>\$5 Rx List Available</b>	Covered 80% after Deductible  <b>\$0 Preventative Drug List Available</b>

Employee Semi-Monthly Premium Contribution		
Employee	\$97.50	\$72.50
Employee + Spouse	\$317.50	\$287.50
Employee + Dependent(s)	\$307.50	\$275.00
Family	\$450.00	\$400.00