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Preamble. This Agreement, made this 1st day of **February 1, 2020**, by and between Saint Anne of Winona, a Minnesota non-profit corporation, 1347 West Broadway, Winona, Minnesota, hereinafter described as the Employer; and United Food and Commercial Workers Union Local 1189, affiliated with the United Food and Commercial Workers International Union, hereinafter described as the Union.

Having collectively bargained with respect to the employee's wages, hours, and other terms and conditions of employment, the parties agree as follows:

## Article 1: Union Rights

Section 1.1. Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees holding the following full-time, part-time and casual classifications at Saint Anne of Winona, Winona, Minnesota: Registered Nurse (RN), Licensed Practical Nurse (LPN), Trained Medication Assistant (TMA), Certified Nursing Assistant or Nursing Assistant Registered (CNA/NAR), Resident Assistant, Care Assistant, CNA Restorative, Wellness Coordinator, Wellness Coach, Adult Day Service Assistant, Health Unit Coordinator, Cook, Culinary Services Aide, Housekeeper, Laundry Assistant, Maintenance Tech and Receptionist. This Agreement shall not be construed to extend to or affect office clerical workers, chaplains, social workers, department supervisors, security personnel, administrators, assistant administrators, managers, or supervisors as defined in the National Labor Relations Act.

Section 1.2. Membership or Service Fees. Except as provided herein, all employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, or any renewal thereof, remain members of the Union as a condition of employment. All present employees who are not members of the Union shall become and remain members not later than the 30<sup>th</sup> calendar day following the commencement of this Agreement. All new employees shall, not later than the 60<sup>th</sup> calendar day following commencement of employment, become and remain members of the Union during the life of this Agreement or any renewal thereof. "Membership" for the purpose of this section is defined to mean the payment of a uniform initiation fee and uniform regular monthly dues. Employees who do not become Union members as provided above shall pay a service fee which shall be based on that proportion of initiation fees and dues that relate to Union representational activities. Any employee who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within fourteen (14) calendar days of the Employer's receipt of written notice from the Union.

Section 1.3. Dues, Initiation Fees, and Service Fees. The Employer shall deduct Union dues and initiation fees and service fees from the wages of the employees who voluntarily provide the Employer with a written authorization for such deductions. In no event shall an authorization extend beyond the termination date of this Agreement. The Employer shall make the deductions from each paycheck and remit the monies to the Union monthly. In the event that no wages are due an employee, or that the employee's wages are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first paycheck of adequate amount next due the employee and shall thereupon be remitted to the Union. Monies remitted by the Employer to the Union shall be accompanied by a list of the

employees for whom deductions were made. The Union shall defend and hold the Employer harmless from any claims by an employee arising out of a dispute under this section.

Section 1.4. Employee Lists. Each month the Employer shall provide to the Union a list showing all new hires into the bargaining unit, together with date of hire, employees who have terminated or been terminated, together with date of termination, employees on a leave of absence, together with the reason for the leave and the leave's beginning date, employees returning from a leave of absence, together with the return date, and any employee status change from part-time to full-time or vice versa. This list shall be transmitted to the Union at the same time the Employer transmits the monthly dues and fees list.

Section 1.5. Probation. Newly hired employees shall be considered to be on probation for the first 90 days of employment. The Employer may extend probation an additional 30 days with notice to the Union.. During the probationary period, the Employer may discharge the employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of this Agreement. Upon successful completion of probation the employee's seniority shall be back dated to the time of hire, the employee shall be given credit towards fringe benefits for the hours worked during probation, and the employee shall be eligible to utilize and receive fringe benefits.

Section 1.6. Union Representative Access. Representatives of the Union, upon advance notice to the Employer, may visit the Employer's premises for the purpose of discussing grievances and other Union matters with the employees during their breaks or during unpaid time. Care shall be taken so there will be no disturbance to residents or interruption in providing care to residents. A Union Representative will be allowed to have a 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 and new employees participating in these meetings will be required to punch out for this time.

## Article 2: Management Rights

Section 2.1. Management Rights. The management of the business and the direction of the working forces are vested exclusively in the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

## Article 3: Pay Periods

Section 3.1. Pay Periods. Employees shall be paid every two (2) weeks. The pay period shall begin with the start of the day shift on a specified day and end fourteen (14) days later with the end of the night shift.

#### Article 4: Hours of Work

Section 4.1. Hours of Work -- Definitions. For purposes of this Agreement, "shift" shall mean the time of day of the work performed, e.g., days, evenings, nights, and "schedule" shall mean the assigned work hours for the employee, including both the shifts and the days of the week during which the work is to be performed and the location of the work.

Section 4.2. Posting of Schedules. Work schedules shall be posted electronically at least two (2) weeks prior to the start of a work period. If the Employer changes a posted schedule so as to require an employee to work on a day off, the Employer shall notify the affected employee at the time the change is made. Posting of the schedule shall be considered adequate notice. The Employer may change a shift or schedule for legitimate business reasons or with the consent of the affected employee.

Section 4.2.1. Flexible Scheduling. The employer and an individual employee 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 provision of this section shall be subject to the following conditions:

An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible schedules. The employee may submit a limit agreement to specific types of flexible work schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and the type of flexible work schedule 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 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 on half (1.5) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in section 4.8. Any employee who previously agreed to a daily work schedule in excess of either hours may determine thereafter not to work a daily work schedule in excess of eight (8) hours by giving the Employer a sixty (60) day notice.

Section 4.3. Twelve (12) Hours' Rest. Schedules shall provide employees with twelve (12) hours' rest between shifts, except in cases of emergency, or by mutual agreement between the Employer and the employee.

Section 4.4. Weekend Scheduling. Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving the residents of needed care or services, or by mutual agreement of the Employer and the employee.

Section 4.5. Consecutive Days. An employee shall not be scheduled to work more than six (6) consecutive days unless overtime compensation is paid for work in excess of such six (6) consecutive days. This rule shall not apply where the consecutive days are due to the employee volunteering to work extra shifts or being called in to work extra shifts. By mutual agreement

between the Employer and the employee, the employee may be scheduled contrary to this section without payment of overtime compensation under this section.

Section 4.6. Mandatory In-Services. Time paid for attending mandatory in-services outside the regular work schedule shall be considered time worked for all purposes. If said in-service requires reporting to work on the employee's day off a minimum of two (2) hours shall be paid.

Section 4.7. Basic Work Day. Except for the night shift, the basic work day shall consist of eight and one-half (8½) hours, which includes a one-half (½) hour unpaid lunch break. For the night shift, the basic work day shall consist of eight (8) hours. If allowed by another provision of this Agreement or by mutual agreement between the Employer and the employee, changes may be made to these basic definitions.

Section 4.8. Overtime Pay. Employees shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for hours worked in excess of eight (8) hours per day/eighty (80) hours per pay period. Overtime pay shall not be duplicated for the same hours worked, and to the extent that hours are compensated as overtime hours under one provision of this Agreement they shall not be counted or paid as hours worked in determining overtime under the same or any other provision of this Agreement. Unless required by some other provision of this Agreement, the Employer shall not be required to offer work or make a schedule if the offer or the schedule would require payment of overtime compensation to any employee. Paid PTO hours shall be considered hours worked for purposes of this section. All other paid non-working hours shall not be considered hours worked for purposes of this section.

Section 4.9. Paid Hours. All paid hours shall be considered hours worked for purposes of benefit eligibility and accruals.

Section 4.10. Rest and Meal Periods. Employees shall be entitled to paid fifteen (15) minute rest periods and unpaid thirty (30) minute lunch breaks as follows:

<u>Hours Scheduled/ Worked Per Day</u>	<u>Rest Periods</u>	<u>Lunch Breaks</u>
under 4 hours	0	0
4 or more but less than 6	1	0
6 or more but less than 8	2	0
8 or more but less than 12	2	1 (0 on the night shift)
12 or more but less than 16	3	1
16 or more	4	2

There shall be no scheduled lunch breaks for employees who are scheduled for or work eight (8) or more hours per day as the result of holding more than one (1) posted position, provided that the employee is given sufficient time to eat a meal.

Section 4.11. Split Shifts. The Employer shall not schedule an employee for a split shift, unless the Employer and the employee mutually agree otherwise.

Section 4.12. Minimum Paid Hours. An employee reporting for work at his or her regular scheduled starting time who has not been previously notified not to report to work shall receive a minimum of four (4) hours work that day or four (4) hours straight time pay in lieu thereof, at the Employer's choice. If work is offered to the employee and the employee declines the offer, there shall be no pay for the work hours declined. For shifts of less than four (4) hours duration, the minimum guarantee shall be the length of the shift.

Section 4.13. Call-In Hours. Employees called in for work outside of their scheduled shifts to perform bargaining unit work shall be paid for four (4) hours or actual hours worked, whichever is greater, at the rate of their regular position, or the rate of the position filled, whichever is greater.

If an employee works less than 4 hours and is called back in to work within 4 hours from the start of the first call-in, that employee will not be entitled to an additional 4 hours of call-in pay. Instead, that employee will be paid for whatever hours he or she actually works that extends beyond the original 4 hour call-in period. If an employee is called back in outside of the original 4 hour call-in period, the employee will be entitled to an additional guarantee of 4 hours of pay or actual hours worked, whichever is greater.

Section 4.14. Available Hours. For purposes of this section "known available hours" shall mean available work hours for which no employee has been scheduled at the time the schedule is posted; and "unknown available hours" shall mean work hours that become available after the schedule is posted.

The Employer shall maintain a record of all regularly scheduled employees who work less than eighty (80) hours per pay period and who inform the Employer of their desire to increase their regularly scheduled hours. Such employees, if qualified, shall be awarded known available hours on the basis of seniority, provided that no such award shall create an overtime situation.

The Employer shall post a list of any remaining known available hours and a sign-up sheet simultaneously with the posting of each new work schedule. Employees who desire to work the posted known available hours or who wish to be contacted when unknown available hours arise may sign the sign-up sheet (including phone number and hire date) indicating their willingness to work such hours, either a full shift or in four (4) hour increments.

The Employer shall award the posted known available hours seven (7) days after they were posted using these criteria in the following order:

- The most senior qualified signed-up employee who could work the full shift without creating an overtime situation.
- The most senior qualified signed-up employee who could work a four (4) hour increment (at the beginning or end of the shift only) in an available eight (8) hour shift without creating an overtime situation.
- Any qualified employee (including casual employees) in the Employer's discretion, not on the sign-up sheet who could work some or all of the hours without creating an overtime situation.

- The most senior qualified signed-up employee who could work the full shift on overtime.
- The most senior qualified signed-up employee who could work a four (4) hour increment (at the beginning or end of the shift only) in an eight (8) hour shift on overtime.
- Any qualified employee, or pool or agency personnel, in the Employer's discretion.

Every three (3) months, the Employer shall establish a list of employees who wish to be called for unknown hours. The Employer will award these hours using the same criteria used for awarding known available hours. If the list fails to fill the open hours, the Employer may award unknown hours to anyone at their discretion.

For purposes of this section, to be "qualified" the employee must be credentialed (if needed), trained, and oriented and must meet the requirements of the job description.

For purposes of this section, seniority shall be applied as follows in the following order:

- Bargaining unit seniority as among signed up employees who work in the job classification having the available hours.
- If none, bargaining unit seniority as among signed up employees who work in the department having the available hours.
- If none, bargaining unit seniority as among any other signed up employees.

Section 4.15. Daylight Savings Time. Employees assigned to the shift when the clock is set ahead one hour due to the beginning of daylight savings time shall be paid for the lost hour. Employees assigned to the shift when the clock is set back one hour due to the ending of daylight savings time shall be paid time and one-half for the additional hour worked.

Section 4.16. Trading and Substituting. No employee shall trade hours or shifts with another employee or substitute for another employee's hours or shifts without written approval from the employee's department head or his/her designee. The Employer shall not unreasonably deny trade requests. The Employer shall not deny a trade or substitution request by and between a licensed practical nurse and a nursing assistant for Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day on grounds that the licensed practical nurse's hourly wage rate is greater than the nursing assistant's hourly wage rate.

Section 4.17. Part-Time Employee Shifts. Part-time employees may be scheduled for shifts of other than eight (8) hours in duration, as well as for shifts of eight (8) hours in duration.

Section. 4.18. Dual Postings. For an employee working in two (2) or more posted positions in two (2) or more departments, the employee's weekend and holiday rotation shall be determined by the department in which the employee works the plurality of his or her hours.

## Article 5: Classification of Employees

Section 5.1. Full-Time Employees Defined. A full-time employee shall be defined as an employee who is regularly scheduled to work at least seventy (70) hours in a two (2) week pay period. Employees regularly scheduled to work sixty (60) hours in a two (2)-week period shall qualify for insurance benefits.

Section 5.2. Part-Time Employees Defined. A part-time employee shall be defined as an employee who is regularly scheduled to work less than seventy (70) hours in a two (2) week pay period.

### Section 5.3. Casual Employees.

A. Definition of Casual Employees. Casual employees shall be defined as an employee who is not regularly scheduled to work. Failure to maintain the minimum hour requirements (if hours are available) and submit availability to work open shifts, as referenced in Section 5.3(B) may result in termination. The employee will be sent a warning letter for the first occurrence of not meeting these requirements. Any future occurrences will result in termination of employment.

B. Casual Employee Minimum Work Requirements. To maintain employment a casual employee must work at least two (2) full weekend shifts per month, must work at least sixteen (16) hours per month and must work at least one (1) full major holiday (Thanksgiving Day, Christmas, New Year's) shift per contract year and at least one (1) full other holiday shift per year. No casual employee shall be offered work unless qualified full-time and part-time employees are unable or unwilling to work the shift under the provisions of this Agreement pertaining to available hours (section 4.14). Casual employees will be required to submit their availability to work any open shifts within seven (7) days of the schedule being posted/made available.

C. Casual Employee Wage Rate. Casual employees shall receive the hourly wage rates set forth in this Agreement, with credit for experience, if any, as allowed by this Agreement. Casual employees shall be governed by the 8 & 80 overtime method as referenced in Section 4.8.

D. Fringe Benefits, Scheduling Rules, Wage Enhancements for Casual Employees. Only if required by the terms of the retirement plan, casual employees shall be covered by Section 15.6, Retirement. Otherwise, casual employees shall receive fringe benefits and shall receive any wage enhancements listed in Article 18. Casual employees shall be eligible for the leaves of absence set forth in Article 12 of this Agreement, but in all cases the leave shall be unpaid. They shall also be eligible for tuition reimbursement under Section 14.11.

E. Casual Employee Seniority. For all purposes to which seniority applies under this Agreement, casual employees shall always be considered the least senior employees in the bargaining unit relative to full-time and part-time employees.



Section 5.4. Temporary Employees Defined. Temporary employees shall be defined as an employee hired on a temporary basis to provide coverage for an employee absent from work due to an extended leave of absence (at least two (2) weeks), such as a PTO leave, a personal leave, a medical leave, or a worker's compensation leave. Temporary vacancies shall be posted according to section 9.1 "Job Bidding," Temporary employees are not included in the bargaining unit and are not covered by this Agreement.

Section 5.5. New Classifications. If the Employer desires to post a newly created classification within the bargaining unit, the Employer shall give notice of the new classification to the Union, including the proposed wage, hours, and other terms and conditions for the classification. The Union shall have ten (10) days to object to the proposed wage, hours, and terms and conditions. If objection is made the parties shall meet and negotiate over the objection. Failing agreement within ten (10) days after the objection is made, either party may invoke the procedures of Section 10.1 "Grievances and Grievance Arbitration" at Step Three thereof. The grievance shall be considered timely if made within thirty (30) calendar days after the Employer's initial notice to the Union. The arbitrator shall have the power to resolve only the objection made by the Union and no other issue.

Section 5.6. Changes to Positions. The Employer shall give notice to the Union of the closure, reopening, or creation of a position within a job classification.

#### Article 6: Holidays

Section 6.1. Recognized Holidays. The following days shall be defined as holidays for purposes of this Agreement: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 6.2. Eligibility for Holidays. No employee shall be eligible for any holiday pay or any time off from work in connection with a holiday unless he or she has successfully completed their probationary period. There shall be no holiday pay or time off from work in connection with any holiday that falls during an unpaid leave of absence from work.

Section 6.3. Definition of a Holiday. . All holidays shall be defined as the twenty-four (24) hour period commencing at 10:45 p.m. the day before the holiday and concluding at 10:45 p.m. on the holiday.

#### Section 6.4.

A. General Holiday Scheduling. Holidays shall be scheduled as follows: As among Memorial Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, employees shall be scheduled to work every other holiday. Christmas Eve and New Year's Eve, for scheduling purposes only, will be considered part of the holiday rotation. Holiday pay will not be paid for Christmas Eve and New Year's Eve. Employees will not be scheduled to work the same holiday two (2) years in a row; may not apply to employees who take a new position. PTO requests will not be granted for any day included in the above holiday rotation.

B. Casual on Call Holiday Posting. The Employer will post the three major holidays and the minor holidays. Casual on call staff will be required to indicate which major holiday and which minor holiday they will be available to be scheduled. The Employer will determine the need for them to work those holidays. If not needed, the staff may be assigned a different holiday. Casual on call staff cannot choose the same major holiday two years in a row. The employer will follow the posting requirements described in Section 6.4a.

#### Section 6.5. Pay for Working on a Holiday

Employees regularly scheduled less than forty (40) hours per pay period who work on a holiday shall be paid a holiday premium for all hours worked on the holiday provided the employee works the day before the holiday and the day after the holiday if scheduled (unless the employee can provide documentation from his or her physician of a verifiable illness).

When employees regularly scheduled less than forty (40) hours per pay period work on a holiday, they will be paid a holiday premium rate at one times their regular base rate in addition to their regular base rate of pay. If an employee works a holiday, and worked hours go into overtime, the employee will receive half their normal base rate of pay for the hours that are overtime. Thus, the maximum an employee could receive, if they worked overtime hours on a holiday, would be 2 ½ times their regular base rate of pay.

Section 6.6. Meals on Holidays. The Employer shall provide a meal to employees working on a holiday. The menu for each shift and the source of each meal shall be determined by the Employer.

Section 6.7. Substitution/Makeup for Holiday Hours. If the Employer chooses not to schedule a part-time employee to work on any holidays, the employee shall not be required to substitute PTO for the hours lost on the holiday, nor shall the employee be required to work additional hours on other days to make up for the hours lost on the holiday. Upon written request from the employee prior to commencement of the pay period containing the holiday the employee may choose such substitution or make-up hours.

### Article 7: Seniority

Section 7.1. Bargaining Unit Seniority. Bargaining unit seniority shall be defined as the employee's length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the employee began to work after last being hired. Such seniority shall be used to determine eligibility for all benefits which are available to the entire bargaining unit (e.g., health insurance) and other purposes as may be defined elsewhere in this Agreement. For purposes of job bidding, layoff, reductions in hours, recall, and PTO selection, bargaining unit seniority of the employees in the department shall prevail. For purposes of this Agreement, there shall be eight (8) departments: skilled care nursing assisted living nursing, adult day services, activities, culinary, housekeeping/laundry, plant operations and reception. Time spent on a leave of absence shall be included in the computation of bargaining unit seniority. Any controversy over bargaining unit seniority standing and any question of seniority shall be subject to adjustment and settlement in the same manner as other controversies arising under this Agreement.

Section 7.2. Break in Bargaining Unit Seniority. Bargaining unit seniority shall be broken, there shall be no recall rights, and employment shall terminate upon the happening of any of the following:

- Voluntary resignation.
- Discharge for just cause.
- Absence due to personal illness or personal injury which continues for more than the time permitted by Section 13.4, "Illness and Injury Leaves of Absence."
- Absence due to parental leave which continues for more than the time permitted by Section 12.3, "Family, Parental, School, and Military Leaves."
- Failure to report to work within seven (7) calendar days after the termination of any other leave of absence or extension thereof.
- Failure to report to work at the appointed time after having been given at least fourteen (14) calendar days' notice of recall from a layoff.
- Reaching the three hundred and sixty-sixth (366th) calendar day of continuously being on lay-off status.
- Failure to apply for re-employment within the statutory time frame after honorable discharge from military service.
- Violation of the terms of an approved leave of absence.

Section 7.3. Layoff and Recall. Seniority shall prevail in regard to layoff and recall provided that the employee is qualified to do the work available. The least senior employee in that job classification within the department shall be the first employee laid off, provided that the remaining employees are qualified to do the work available, and the most senior employee on lay off shall be the first to be recalled, provided that he or she is qualified to do the work available. Employees must work at least sixty (60) calendar days in a new position to exercise bargaining unit seniority during a layoff. If laid off during the sixty (60) day time frame, the employee may return to his or her former position and hours.

Section 7.4. Reduction in Hours. If a reduction in hours becomes necessary, the Employer shall ask for volunteers. If there are an insufficient number of volunteers, the reduced hours shall be assigned to the affected employees in that job classification within the unit and shift, within the affected time period as determined by management, in the inverse order of bargaining unit seniority. Any restoration of those hours shall be assigned to the affected employees in the order of bargaining unit seniority.

Section 7.5. Layoff/Reduced-Hours Rights. If a layoff or a reduction in hours is expected to last no more than thirty (30) days the affected employees shall have no right to claim other work or another position. If a layoff or a reduction in hours is expected to last more than thirty (30) days, the affected employees shall have recall rights for one (1) year and shall have the right to exercise bargaining unit seniority to claim bargaining unit positions for which they are qualified. Should an employee exercise such rights and within thirty (30) days subsequently requests removal or is deemed unable to perform the duties of the position claimed, he or she shall be returned to the hours and job that were offered at the time of the reduction in hours, should a position be available, or shall be placed on layoff status, as the case may be.

Section 7.7. Transfer Wage Credit. Employees bidding on and being awarded an open licensed practical nurse or registered nurse position shall be paid the starting wage for the new position if it is greater than the wage of the former position. If the starting wage is less than the wage of the former position, the employee shall maintain his or her former wage until such time as the wage for the new position would call for a higher wage, based upon what is paid to other employees in the job classification with similar seniority (and taking into account any credit for pre-hiring experience). Employees bidding on and being awarded any other open position shall be paid the wage paid to other employees in the job classification with the same seniority (and taking into account any credit for pre-hiring experience). In the event that there are no such other employees, the bidding employee shall be paid at his or her former wage rate adjusted by the difference, plus or minus, between the starting wage of the former position and the starting wage of the new position. Employees involuntarily transferred into a different position shall be paid at their former wage rate or at the wage rate of the different position (based on seniority and experience credit, if any), whichever is greater. If there is no such wage rate for the different position, it shall be determined as set forth above.

#### Article 8: Termination of Employment

Section 8.1. Discipline, Suspension, and Discharge. No employee shall be disciplined, suspended, or discharge without just cause. Any dispute over just cause shall be subject to settlement under the grievance and arbitration procedures of this Agreement. If the Employer holds a private meeting with an employee (e.g. supervisor's office or HR) for the purpose of conducting an investigatory interview, the Employer will state the purpose of the meeting.

Section 8.2. Resignation. Employees choosing to terminate their employment must put their intent in writing. No new PTO will be honored during the employee's separation period. The Employer requires a minimum of a two (2) week notice (four (4) week notice for Registered Nurses, Licensed Practical Nurses, Resident Assistants and Trained Medication Assistants) to begin the process to adequately fill the position. Failure to provide and fulfill this notice period will result in forfeiture of accrued PTO. Employees must return all facility property no later than their last day worked.

Section 8.3. No Show. If an employee fails to report for work as scheduled, or to call in to report the absence by the end of the scheduled shift, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if such employee can within twenty-four (24) hours from the start of the scheduled shift furnish the Employer with reasonable proof that such employee could not notify the Employer of the absence because of illness or unforeseen emergency, then such employee shall be reinstated without any break in seniority.

#### Article 9: Job Posting and Bidding

Section 9.1. Job Bidding. The Employer shall post all regularly-scheduled job vacancies for a minimum of seven (7) days. The posting shall include the qualifications for the position, the FTE level, the hours per shift, and the time of day of the shift. Employees interested in the position shall sign the posting during the seven (7) day period. All or part of the position shall be awarded to the most senior employee in the affected department signing the posting who

meets the posted qualifications. If none, the position shall be awarded to the most senior bargaining unit employee signing the posting who meets the posted qualifications. If none, the Employer may fill the position with an external applicant. The Employer shall give notice of the award to the successful bidder. The successful bidder must accept the position at the time the Employer notifies the employee of the award or the Employer may move on to next qualified employee. Employees who have received a written warning within six (6) months of posting into a position may not be considered eligible to post into the open position. The Employer may choose not to permit employees in their probation period to post into any job classification. The Employer may limit the number of status changes in the same job classification to one (1) in a six (6) month period.

Section 9.2. Job Transfer Review Period. An employee who successfully bids into a vacant position in a different job classification shall serve a review period of sixty (60) calendar days in the new position. During the review period the Employer may return the employee, or the employee may choose to return, to the employee's prior position if that position remains available. If no position is available, the employee will be offered casual call status.

#### Article 10: Grievance Procedure

Section 10.1. Grievances and Grievance Arbitration. Any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement shall be settled in accordance with the four-step procedure set forth below. However, a supervisor may meet individually with any employee in order to discuss non-disciplinary matters pertaining to that employee's performance of duties. Such discussions shall not be considered a Step One grievance meeting.

Step One: The employee, either individually or with a Union representative, shall discuss the matter with the employee's immediate supervisor. If no settlement is reached the grievant or the Union may appeal to Step Two.

Step Two: The grievance shall be reduced to writing by the grievant or the Union on an official grievance form or letterhead and filed with the Director of Human Resources or his or her authorized representative. The Employer shall meet with the grievant and a Union representative within ten (10) calendar days of the Step Two filing to discuss the grievance. Within ten (10) calendar days after the Step Two meeting, the Employer shall give a written answer to the grievance. If no settlement is reached, the grievant or the Union may, within ten (10) calendar days after receipt of the answer, appeal in writing to Step Three.

No grievance, other than wage claims, shall be filed or processed if based on an event occurring more than thirty (30) calendar days before the written Step Two grievance was filed. A written Step Two grievance based on a wage claim shall be filed within thirty (30) calendar days of the receipt of the pay check reflecting the complaint, or within two (2) years of underpayment of wages due to improper calculation of wages or incorrect placement on the wage schedule.

Step Three: If Steps One and Two fail to settle the grievance, the parties may by mutual agreement submit the grievance to mediation conducted by the Federal Mediation and Conciliation Service. The parties shall confer about the possible use of mediation prior to submitting the grievance to Step Four arbitration. The mediator's decision shall be non-binding, unless the parties agree in advance and in writing to make the decision binding.

Step Four: If Steps One, Two, and Three fail to settle the grievance, the parties shall submit the grievance to an arbitrator for resolution. The parties shall request from the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. The first strike shall be determined by the flip of a coin. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant, and all other employees. The arbitrator shall have jurisdiction only over grievances or disputes which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions shall be rendered in accordance with the language of this Agreement and any written interpretations of this Agreement signed by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely appealed to the next step. A grievance shall be considered resolved in favor of the Union and the grievant if the Employer does not give a timely Step Two answer. Deadlines in this grievance and arbitration section may be extended by written agreement of the parties.

#### Article 11: Paid Time Off (PTO)

Section 11.1. Accrual. Please refer to the BHS PTO policy. Part-time employees who do not accrue PTO will accrue Time-off unpaid (TOU) hours. TOU Accruals will follow the BHS PTO policy.

##### Section 11.2. Use.

Employees must request PTO at least 14 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, which will be approved at the discretion of management. 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 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 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 and TOU 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.

## Article 12: Leaves of Absence

Section 12.1. Jury Duty. An employee summoned for jury duty shall give notice of the summons to the Employer as soon as practicable. The Employer shall pay the employee the difference between any pay received from the court for the jury duty and the employee's compensation for regularly scheduled work hours necessarily lost because of the jury duty. If released or excused from jury duty for all or part of a day, the employee shall telephone the Employer for instructions on whether to report for work. To receive jury duty pay the employee must furnish the Employer with a copy of the check or other evidence of jury duty pay received from the court. Jury duty pay shall be limited to one hundred and sixty (160) hours per contract year per employee.

Section 12.2. Funeral Leave. An employee shall be entitled to paid (at his or her regular rate of pay) or unpaid days off from scheduled work, if any, to attend a funeral in the following situations:



Death of the employee's spouse, child, sibling, parent, step-parent, parent-in-law, domestic partner	Up to three (3) consecutive paid days
Death of the employee's grandparent or grandchild	Up to two (2) consecutive paid days
Death of the employee's brother-in-law, sister-in-law, niece, nephew, aunt, uncle or significant other	One (1) unpaid day off to attend funeral

Domestic Partner shall be defined to mean a person who: 1) is in a committed and mutually exclusive relationship, jointly responsible for the other domestic partner's welfare and financial obligations; and 2) resides with the domestic partner in the same principle residence and intends to do so permanently; 3) is at least eighteen (18) years of age and unmarried; and 4) is not a blood relative of the other domestic partner; and 5) has been in a relationship for six (6) continuous months prior to the date on which the person seeks benefits under this Section. Employer reserves the right to ask for verification of the domestic partnership.

The employee may choose which days will be taken off, as long as one of them is the day of the funeral. The first day off may be as early as the date of the death, and the last day off shall be no later than the day after the funeral. The employee shall give the Employer notice of the leave as soon as practicable. By mutual agreement between the Employer and the employee, the employee may be granted additional unpaid time off in connection with the death.

Section 12.3. Family, Parental, School, and Military Leave. Leaves of absence to care for an ill or injured relative, for the birth or adoption of a child, to attend school conferences and activities, and for military purposes shall be granted as provided under federal and state law, including but not limited to, the federal Family and Medical Leave Act.

Section 12.4A. Illness and Injury Leaves of Absence. An unpaid leave of absence of up to twelve (12) weeks per rolling calendar year shall be granted to employees unable to work because of illness or injury, as certified by a physician's report. The leave will run concurrently with any applicable state and/or federal leave, such as FMLA. To be eligible, the employee must be incapacitated for more than three (3) calendar days and is seen by a medical professional at least twice or receives treatment for the illness or injury. The employee shall furnish a physician's report certifying that he or she is capable of returning to work. The leave may be extended for up to an additional six (6) months upon further physician certification that the employee remains unable to work because of illness or injury. If the employee returns to work during or at the end of the initial leave period he or she shall be reinstated to the same position, hours, and rate of pay enjoyed before commencement of the leave. If that position has been abolished, the employee shall be eligible by seniority to return to any position for which the employee is qualified. If the employee returns to work during or at the end of an extended leave period the employee shall no longer be entitled to return to his or her former position but instead shall be eligible by seniority to return to any open and available position for which the employee is qualified. At the outset of the initial leave period the employee shall use all available PTO. Any leave of absence shall not alter the employee's original date of hire for seniority purposes.

Section 12.4B. Any employee on an illness or injury leave of absence, extended leave of absence or leave of absence covered by FMLA prior to the ratification date, will be covered by the language in the contract effective 01/01/2017-01/31/2020

Section 12.5. Union Activities. Time spent by employees in contract bargaining, grievance processing, arbitration, conventions (as an elected delegate), and other Union matters shall be unpaid provided; however, that incidental conversations between Union stewards and officers on the one hand and the Employer on the other hand regarding such matters may take place on paid time. Employees who serve on the Union negotiating committee shall have all hours lost due to scheduled negotiation meetings with the Employer counted as time worked for purposes of benefits. Time off for Union activities must be requested at least fourteen (14) days in advance of requested time off.

Section 12.6. Education Leaves of Absence. An employee may be granted an unpaid leave of absence for a total absence from work or change to casual on call status for purposes of pursuing further education upon written permission from the Employer. The leave shall not exceed the length of the school's quarter, semester, or term. To qualify for the leave, the employee shall be a full-time student, as defined by the school, and shall furnish the Employer with proof of progress towards completion of the schooling and proof of passing grades. Upon conclusion of the leave, the employee shall be reinstated to his or her original position, hours, and rate of pay enjoyed before commencement of the leave. If that position has been abolished, the employee shall be eligible by seniority to return to any position for which the employee is qualified.

Section 12.7. Summer Leaves of Absence. A student employee may be granted an unpaid leave of absence for the summer upon written permission from the Employer. Requests shall be granted on a first come, first served basis. Upon conclusion of the leave, the student employee shall be eligible to apply for shifts and positions that his or her seniority and qualifications permit.

Section 12.8. Personal Leaves of Absence. An employee may be granted an unpaid leave of absence for other reasons upon written permission from the Employer. The leave shall not exceed ninety (90) days. Upon conclusion of the leave the employee shall be reinstated to the same position, hours, and rate of pay enjoyed before commencement of the leave. If that position has been abolished, the employee shall be eligible by seniority to return to any position for which the employee is qualified.

Section 12.9. Other Leave Provisions. Requests for leaves of absence under the preceding three (3) sections (education, summer, and personal leaves of absence) shall not be unreasonably denied by the Employer. Factors to consider include, but are not necessarily limited to, insuring adequate staffing. While on an education, summer, or personal leave of absence, and if the employee is not working in any position with the Employer, the employee may sign up for available hours under Section 4.14; provided, however, that the employee shall be deemed to have less seniority than other employees signing up for the same hours. If a position is expected to be temporarily vacated for thirty (30) or more days because of an illness or injury, education, or personal leave of absence (Sections 12.4, 12.6, 12.8), and if the Employer chooses to fill the temporary vacancy, the position shall be posted and filled under the

procedures of Article 9. If the vacated position is filled by another employee, the hours vacated by that employee shall be considered to be available hours under section 4.14. If the employee on leave is reinstated to his or her original position, the employee in that position shall be returned to his or her original position. If that position has been abolished, or if the employee did not hold an original position, the employee shall be eligible by seniority to return to any position for which the employee is qualified.

#### Article 13: No Strike or Lockout

Section 13.1. No Strike, No Lockout. There shall be no strike, work stoppage, or picketing by any employee at or against the Employer during the term of this Agreement. Nor shall there be any lockout by the Employer against any employee during the term of this Agreement. The Employer may discipline any employee who violates this section. The employees may grieve and arbitrate any violation of this section by the Employer.

#### Article 14: Miscellaneous

Section 14.1. Union Bulletin Board. The Union may hang a bulletin board in the facility, the size, type, and location of which shall be determined by mutual agreement between the Union and the Employer.

Section 14.2. Notices. Any notice required or permitted under this Agreement to be given by one party to the other shall be given in writing and mailed to these addresses:

Employer: Administrator  
Saint Anne of Winona  
1347 West Broadway Street  
Winona, Minnesota 55987

Union: United Food and Commercial Workers Union  
Local 1189  
266 Hardman Avenue North  
South St. Paul, Minnesota 55075

Section 14.3. Drug and Alcohol Testing. The Employer may adopt a drug and alcohol testing policy in conformance with state and federal regulations and statutes.

Section 14.4. Dress Code. The Employer may establish and enforce a reasonable dress code. No employee shall wear or display any button, insignia, sign, marking, or label not authorized by the Employer, except that Union stewards may wear a Union-supplied badge identifying them as Union stewards. The badge shall be similar in size to the name tags furnished by the Employer to the employees.

Section 14.5. Personal Business. While on duty or in work areas, no employee shall engage in personal business, including, but not limited to, the promotion or sale of Amway, Avon, Watkins products and Girl Scout cookies.

Section 14.6. Fitness for Duty Examinations. The Employer shall have the right to require an employee to undergo a physical or mental examination to determine the employee's fitness for duty. The Employer shall invoke this right only if there are reasonable grounds to question the employee's fitness for duty and only if the Employer's medical director concurs. The employee shall choose the examiner from a list of at least three (3) names selected by the Employer. The Employer shall pay for the examination to the extent the cost is not covered by insurance. The Employer shall also reimburse the employee's reasonable and necessary expenses incurred in attending the examination to the extent the expenses are not covered by insurance. Time spent by the employee attending the examination shall be paid time. This section shall not apply to worker's compensation cases.

Section 14.7. "Overcook" Meals. The Employer shall have the right to curtail or eliminate excess food in its dietary department (sometimes called the "overcook"); even if such action deprives some or all of the employees from receiving Employer-provided meals they may have received in the past. If some other section of this Agreement requires the Employer to provide specific meals to specific employees on specific occasions, such other section shall prevail over this section.

Section 14.8. Paid Meal Plan. If the Employer implements a plan for employee-paid meals, all employees electing to eat prepared food shall pay the cost set by the Employer.

Section 14.11. Tuition Reimbursement. Please refer to the Education Assistance Policy.

Section 14.12. Labor Management Meetings. The company and the Union, represented by its Union Representatives and/or Union Stewards agree to meet periodically at the discretion of both parties to discuss issues affecting the facility, its employees, or for any other mutually agreed upon purpose.

## Article 15: Health, Welfare, and Retirement

### Section 15.1. Health Insurance

The Employer shall provide eligible and properly enrolled employees covered by this agreement with the same group health insurance plan(s) and employee/employer cost share provided to the other employees at the Employer's facility. Enrollment and eligibility will be in accordance with plan rules. Any changes to the plan(s), rules and benefits provided therein shall also apply to participating employees covered by this agreement.

The Employer shall deduct the employee's share of the premium for health, dental and/or flexible spending accounts on a pre-tax basis, in accordance with Federal laws. The Employer shall deduct the employee's share of the premium for any voluntary life insurance elected on an after-tax basis.

An employee absent from work due to a Family and Medical Leave Act leave shall be entitled to remain in the plan, provided that the employee continues to pay his or her share of the premium. If the employee does not qualify for FMLA, the employee would be required to elect COBRA beginning with the 1<sup>st</sup> of the month following inactive work status. The Employer and employee would pay their respective shares of the premium during the initial six month period as provided in Section 15.1. The employee would be responsible for the total COBRA premium if electing to continue coverage beyond the initial six month period as provided in Section 15.1.

Section 15.2. Health Insurance During a Worker's Compensation Leave. An employee receiving worker's compensation wage loss benefits shall continue to qualify for participation in the Employer's group health insurance plan, if the employee would have been eligible, for up to six (6) months in any twelve (12) month period. The employee shall continue to pay his or her share of the premium during any qualified FMLA. If the employee does not qualify for FMLA, the employee would be required to elect COBRA beginning with the 1<sup>st</sup> of the month following inactive work status. The Employer and employee would pay their respective shares of the COBRA premium during this six month period as provided in Section 15.1.

Section 15.3. Health Insurance During a Period of Reduced Hours. If an employee's FTE level is reduced by the Employer below the eligibility threshold for group health insurance coverage, and if there are not available to the employee any additional shifts for which the employee is qualified, then the employee may remain in the group plan for up to three (3) months following the last day of the month in which the employee's hours were reduced below eligible status. The employee would be required to elect COBRA for this period of time. The Employer and the employee would pay their respective shares of the COBRA premium during this three month period as provided in Section 15.1.

Section 15.4. Life and AD&D Insurance. The Employer shall provide a group term life and AD&D insurance plan, with a twenty thousand dollar (\$20,000.00) death benefit, during the term of this Agreement. Any changes to benefits shall be only by mutual agreement between the Employer and the Union, although neither party shall be required to negotiate such matters during the term of this Agreement. Enrollment and eligibility will be in accordance with plan rules.

Section 15.5. Dental Insurance.

The Employer shall provide eligible and properly enrolled employees covered by this agreement with the same group dental insurance plan(s) and employee/employer cost share provided to the other employees at the Employer's facility. Enrollment and eligibility will be in accordance with plan rules. Any changes to the plan(s), rules and benefits provided therein shall also apply to participating employees covered by this agreement.

Section 15.6. Retirement. The Employer shall provide a retirement plan for all eligible employees covered by this agreement. All employees are eligible to participate in this plan with self-deferred contributions immediately upon employment. Employees are eligible for employer contributions the first of the month following completion of 12 months of service, provided they have worked at least 1,000 hours (based on anniversary year or plan year), and are at least 21 years of age. Upon meeting this eligibility, the Employer will contribute 1.5% of the employee's

gross compensation into the plan, regardless if the employee is deferring any of their own money into the plan. If the employee is deferring at least 2% of their own money, the Employer will provide a matching contribution of up to 1.5% of their gross compensation. There shall be one hundred percent (100%) vesting in all individual employee accounts. The Employer reserves the right to change record keepers or administrators provided that the change does not diminish the Employer's contribution to the plan.

Section 15.7 Flexible Spending Account. The Employer shall provide eligible and properly enrolled employees covered by this agreement with the same flexible spending account provided to other employees at the Employer's facility. Enrollment and eligibility will be in accordance with plan rules and IRS regulations. Any changes to the plan(s), rules and benefits provided therein shall also apply to participating employees covered by this Agreement.

Section 15.8. Short-term and Long-term Disability Insurance. The Employer shall provide eligible and properly enrolled employees covered by this agreement with the same Short-term and Long-term Disability insurance plan(s) and employee/employer cost share provided to the other employees at the Employer's facility. Enrollment and eligibility will be in accordance with plan rules. Any changes to the plan(s), rules and benefits provided therein shall also apply to participating employees covered by this agreement.

#### Article 16: Other Rights of Employees

Section 16.1. Job Status Confirmation. Upon hiring, and when an employee's terms and conditions of employment change from time to time, the Employer shall issue to the employee a written confirmation of the employee's job status showing such things as title, start and stop times of the shifts (weekdays and weekends), number of weekdays to be scheduled, FTE level, work site/department, etc. Neither this section nor the confirmation document shall be construed as conferring any right to any term or condition of employment. Nor shall this section or the confirmation document diminish any right to any term or condition of employment found elsewhere in this Agreement or in labor law.

Section 16.2. Policy Notification. The Employer shall make available to the employees current copies of all policies affecting the terms and conditions of the employees' employment. Should the Employer desire to create a new policy or modify an existing policy which affects the terms and conditions of the employees' employment, the Employer shall consult with the Union. The Union shall not unreasonably object to any such policy but reserves the right to grieve a policy it believes to be unreasonable. The employees shall be deemed to be aware of all policies properly made available and promulgated under this section.

Section 16.3. Employer-Furnished Meals. If an employee works back-to-back shifts at the Employer's request, and if both shifts are of at least four (4) hours' duration, the Employer shall furnish at its expense a meal to the employee during the second shift.

#### Article 17: Severability

Section 17.1. Invalidation. If any part of this Agreement is held to be in violation of any 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 be binding on the parties hereto.

Section 17.2. Replacement Negotiations. In the event any provision of this Agreement is held or determined to be invalid, the Employer and the Union shall meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid. The deadline may be extended by mutual written agreement.

#### Article 18: Wage Rates and Other Pay Enhancements

##### Section 18.1. Wages.

Effective **January 23, 2020**, the minimum hourly rates of pay for the classifications covered by this Agreement shall be as follows:

##### **Saint Anne Extended Healthcare**

Job Classification	START	1/23/2020
CNA Restorative	\$15.91	\$16.23
CNA-NAR	\$15.91	\$16.23
CNA-NAR Non-Block *	\$16.99	\$17.33
CNA-NAR Night Float *	\$18.06	\$18.42
Cook	\$14.52	\$14.81
Culinary Services Aide	\$12.50	\$13.00
Health Unit Coordinator	\$14.26	\$14.55
Housekeeper	\$13.02	\$13.28
Housekeeper Non-Block *	\$14.10	\$14.38
Housekeeper Float *	\$14.10	\$14.38
Laundry Assistant	\$13.02	\$13.28
LPN	\$20.99	\$21.41
LPN Non-Block *	\$22.07	\$22.51
LPN Night Float *	\$25.30	\$25.81
Maintenance Tech	\$12.84	\$13.10
Receptionist	\$12.50	\$12.75
RN	\$29.42	\$30.01
RN Non-Block *	\$30.49	\$31.10
RN-Night Float *	\$33.72	\$34.39
Trained Medication Assistant (TMA)	\$17.10	\$17.44
Wellness Coach (CNA)	\$15.91	\$16.23
Wellness Coordinator	\$18.45	\$18.82

##### **Calista Court/Benedictine Adult Day Center**

Job Classification	START	1/23/2020
Adult Day Service Assistant	\$13.76	\$14.04
Care Assistant	\$13.76	\$14.04
Cook	\$13.45	\$13.72
Culinary Services Aide	\$11.42	\$11.88
Housekeeper	\$11.94	\$12.18
HUC	\$13.20	\$13.46
LPN	\$18.84	\$19.22

Maintenance Tech	\$12.84	\$13.10
Receptionist	\$11.42	\$11.65
Resident Assistant	\$14.94	\$15.24
RN (Adult Day)	\$25.11	\$25.61

### **18.1 Wages**

**2020: 4% for Culinary Service Aides, 2% all other positions**

**2021: 2% all positions**

**2022: 2% all positions**

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

\*Includes the contractual premium

For purposes of establishing a wage for a newly hired employee with experience, the Employer shall give one hundred percent (100%) credit for relevant experience in other nursing homes or related industries (less one year, not to exceed current employee's wages with the same experience in the same job classification). To be eligible for the credit the employee shall advise the Employer in writing prior to the date of hire. Listing of experience on the job application shall be considered adequate notice. The credit shall take effect at the time of hire. For purposes of this section, "relevant experience" for persons hired into positions requiring state or federal regulatory credentials shall mean only experience working with those credentials.

Section 18.2. House Supervisor Premium. A licensed practical nurse working as house monitor with supervision by an on-call registered nurse shall receive a premium of one dollar (\$1.00) per hour.

Section 18.3. Shift Differential. Differentials shall also be paid for any hours worked during the afternoon or night shift when replacing an absent employee or when filling open hours.

PM Shift	1/23/2020
Nurses	\$0.75
CNAs	\$0.50
Nurses	\$1.50
CNAs	\$.075

Section 18.4. Weekend Differential. Employees who volunteer to work weekend shifts in excess of their regularly scheduled weekends each pay period shall receive a differential of three dollars (\$3.00) per hour for all hours worked on such excess weekend shifts.

Section 18.5. Preceptors. Employees selected by the Employer to serve as preceptors and who have completed the department preceptor training shall receive an additional two



dollars and sixty-five cents (\$2.65) per hour for time spent training another employee at the Employer's request.

Employees selected and scheduled by the Employer, who have not completed preceptor training, shall receive an additional fifty cents (\$0.50) per hour for all hours spent training another employee.

Section 18.7. Night Float Premium. A licensed practical nurse or registered nurse having the job classification of licensed practical nurse - night float or registered nurse - night float shall be paid a premium of four dollars (\$4.00) per hour for all hours worked as such. Any other licensed practical nurse or registered nurse working in such capacity shall be paid the same premium for all hours worked as such. A nursing assistant having the job classification of nursing assistant - night float shall be paid a premium of two dollars (\$2.00) per hour for all hours worked as such. Any other nursing assistant working in such capacity shall be paid the same premium for all hours worked as such. In all cases, the night float premium shall be in lieu of and not in addition to any shift differential that might otherwise be owed. A Float shall be defined as an employee who is responsible for covering more than one unit at the same time.

**Section 18.8. Scheduled On-Call Pay. Maintenance Technicians shall be paid twenty dollars (\$20.00) per day for scheduled weekend on-call days. If called in to work, or if any work is done over the phone, the employee shall be paid as otherwise provided by this Agreement for all hours actually worked.**

#### Article 19: Nondiscrimination

Section 19.1. Nondiscrimination. The Employer and the Union agree that there shall be no discrimination against any employee because of his or her age, color, creed, disability, local commission status, marital status, national origin, public assistance status, race, religion, sex, sexual orientation, Union activity, or other protected status as defined in federal, state, or local employment discrimination laws.

Article 20: Term of Agreement

Section 20.1. Term. This Agreement shall be in effect from the 1<sup>st</sup> day of **February, 2020** to the 31<sup>st</sup> day of **January, 2023**. 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.

Section 20.2. Reopeners. Notwithstanding the provisions of section 20.1, The Employer may reopen Article 15 of the Agreement at any time after **2/1/2020** with at least 90 days prior written notice to the Union. The No Strike/No Lockout prohibition in Article 13 shall not apply in the event the parties fail to reach agreement on the re-opened issues.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

Saint Anne of Winona,  
a Minnesota Non-Profit Corporation

by: \_\_\_\_\_

*Coral E. Hagen*  
CEO/Administrator

United Food and Commercial Workers  
Union Local 1189

by: \_\_\_\_\_

*[Signature]*  
Union Representative

*Karla J. Morrison*

*Benedictive*

*- Manager, Labor and Employee Relations*

Article 20: Term of Agreement

Section 20.1. Term. This Agreement shall be in effect from the 1<sup>st</sup> day of **February, 2020** to the 31<sup>st</sup> day of **January, 2023**. 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.

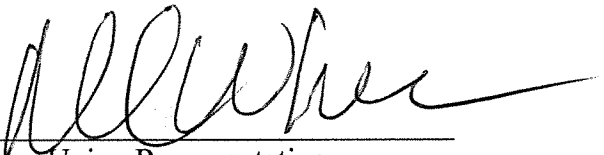
Section 20.2. Reopeners. Notwithstanding the provisions of section 20.1, The Employer may reopen Article 15 of the Agreement at any time after **2/1/2020** with at least 90 days prior written notice to the Union. The No Strike/No Lockout prohibition in Article 13 shall not apply in the event the parties fail to reach agreement on the re-opened issues.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

Saint Anne of Winona,  
a Minnesota Non-Profit Corporation

by:   
CEO/Administrator

United Food and Commercial Workers  
Union Local 1189

by:   
Union Representative

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