

SAUER – SERVICE AND MAINTENANCE

Contents

ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3-PAY PERIOD	3
ARTICLE 4-HOURS OF WORK	4
ARTICLE 6-HOLIDAYS	8
ARTICLE 9-JOB POSTING AND BIDDING.....	10
ARTICLE 10-GRIEVANCE PROCEDURE	12
ARTICLE 12-SICK LEAVE.....	15
SICK ACCURAL.....	16
ARTICLE 13-LEAVES OF ABSENCE	16
ARTICLE 14-NO STRIKE OR LOCKOUT.....	18
ARTICLE 15-MISCELLANEOUS.....	18
ARTICLE 16-HEALTH AND WELFARE	19
ARTICLE 17-OTHER RIGHTS OF EMPLOYEES.....	20
ARTICLE 18-SEVERABILITY CLAUSE.....	21
ARTICLE 19-MINIMUM WAGE RATES AND SHIFT DIFFERENTIALS	21
ARTICLE 20-NON-DISCRIMINATION.....	22
ARTICLE 21-TERM OF AGREEMENT	22
APPENDIX A-WAGE SCHEDULE	23

This Agreement, made this 14th day of June, 2021, by and between the Sauer Health Care, 1635 Service Drive, Winona, Minnesota, hereinafter described as the Employer, and United Food and Commercial Workers Union, Local 1189, hereinafter described as the Union.

ARTICLE 1 - RECOGNITION OF UNION

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

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 and those who are not members on the effective date of this Agreement shall, on the sixty-first (61st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the sixty-first (61st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer shall provide the Union no less often than once each calendar quarter with a list detailing each employee's total hours worked for the purpose of determining each employee's Union obligation under Article 1, Section 1.1 above.

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 each pay period and transmit to the Union no later than the seventh (7th) 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 pay period 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 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 a 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 Union dues.

1.6 Employees 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.

1.7 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.

1.8 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. 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 holding these meetings will be required to punch out for this time.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 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.

2.2 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, and the determination of the number of productive hours per shift are prerogatives of management solely and exclusively within the unreviewable responsibility of the Employer, and not subject to settlement as agreements under any Article of this Agreement.

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.

3.2 An error in an employee's paycheck made by the Employer will be corrected within two (2) business days after the employee notifies the Employer of the error. Errors by the employee will be corrected on their next check. Errors by an employee include, but are not necessarily limited to, failing to write special requests on the exceptions form and not signing the in-service sheet.

ARTICLE 4 - HOURS OF WORK

4.1 Work schedules will be posted seven (7) to ten (10) days prior to the start of the work period for all departments. 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 eight (8) hours rest between shifts. For purposes of this Section, the schedule is the document created and posted by the Employer, not any sign up sheet, assignment sheet, or other document.

4.2 When permanent schedule changes are to be made by the Employer, such changes will only come into effect with the next posted schedule. Any changes made to a permanent schedule will be done by the department manager of the affected department.

4.3 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.

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

4.5 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.

4.6 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.**

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

4.8 Nurse Aide in-services will be offered only two (2) times and that may be on two (2) different dates at the discretion of the Employer. Two (2) weeks notice will be given to employees. These in-services will be taped and employees who are on a leave of absence, scheduled vacation, ill, students, or work another job will have thirty (30) days to view or listen to the tape. **All** conflicts which prevent an employee from attending must be communicated to the Director of Nursing in advance.

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

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

3) Employees who fail to complete the assigned make-up within thirty (30) days will be subject to a minor disciplinary step per the employer's current disciplinary policy. Employees will then be allowed twenty-four (24) hours in which to complete the make-up.

4) After the twenty-four (24) hour extension expires, employees will not be allowed to return to work until the make-up has been completed. Any missed shifts of scheduled work because of the employee's failure to complete make-up mandatory in-service meetings will be subject to steps per the employer's current attendance policy.

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

4.9 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 4.10. In such event, the following provisions shall apply:

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

2) If participation is not completed within thirty (30) days after the deadline the employee may be subject to suspension without pay.

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

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

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

4.11 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.

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

4.13 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.

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

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

4.16 1) Employees who are scheduled for six (6) hours or more shall be entitled to a 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.

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.

4.17 All employees are required to be scheduled every other weekend. When the Employer has shifts available on the opposite weekend from the employee's regularly scheduled weekend, the employee shall receive bonus pay of three (\$3.00) dollars per hour for all non-overtime hours picked up for the Employer on that opposite weekend. If the employees give up hours in the pay period, or otherwise fail to work all scheduled hours in the pay period, they will not be entitled to the opposite weekend bonus, unless reduced due to census or the reduction is otherwise caused by the Employer. Opposite weekend bonus

pay shall never apply to any make-up shifts. The opposite weekend bonus applies only to hours picked up for the Employer. Opposite weekend pay does not apply to overtime hours.

4.18 Flexible Scheduling:

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

Employees shall be classified as follows:

5.1 Full-time employees are those employees regularly scheduled to work at least eighty (80) hours in a fourteen (14) day pay period. A full-time employee must be paid an average of 36 hours per week over each three-month period to maintain full-time status. Exceptions will be made for employees on an approved leave of absence and those who take reduced hours per the Employer request.

5.2 Part-time employees are those employees not regularly scheduled to work eighty (80) hours or more in a fourteen (14) day period.

5.3 If any new classifications are instituted, the rate of pay shall be negotiated at that time.

5.4 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 a pay period with hours worked.

2) Casual employees who work on a holiday shall receive time and one half (1½) 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) Employees who have changed to Casual on-call status prior to ratification of this document will be given until September 15, 2021, to pick up a point status if they want to continue to retain their seniority date prior to their employment status change. 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.

ARTICLE 6 - HOLIDAYS

6.1 The following days shall be considered holidays:

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

6.2 The holiday shall be defined as beginning with the night shift the evening before the holiday, except that in the nursing department Christmas Day and New Year's shall be defined as beginning with the p.m. shift on the day before the holiday.

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

6.4 Part-time employees who have completed their probationary period shall be entitled to pro-rated holiday pay for each holiday not worked **according to their point status on the date of the holiday.** For holidays worked by part-time employees, holiday pay shall be equal to the hours worked on the holiday.

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

6.6 To be eligible for holiday pay an employee must work his/her last scheduled day before and the first (1st) scheduled day after the holiday.

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

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

HOLIDAY ACCRUAL
Must complete probation to be eligible for holiday pay
All employees receive 8 hours holiday pay x their current point status for holidays not worked
FT/PT employees receive holiday hours equal to the number or hours worked, on a worked holiday
COC employees receive holiday hours equal to ½ the number of hours worked on a worked holiday
*COC employees do not receive pay for holidays not worked: 8 x 0 = 0

ARTICLE 7 - SENIORITY

7.1 Seniority shall be defined as the employee's length of continuous service with the employer in the bargaining unit commencing with the employee's most recent date of hire.

7.2 In cases of layoffs, full-time and part-time employees within the affected job classification shall be laid off in inverse seniority order. An employee selected for layoff may bump the most junior employee in another job classification who has less seniority than the bumper if qualified to do the work in the other classification without any training. A permanent hours reduction shall be considered a layoff for all purposes of seniority.

7.3 All new hires shall be assigned a Posted FTE Level at the time of hiring. The "permanent hours reduction" mentioned in section 7.2 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. However, there shall be no bumping into another job classification. 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.

7.4 In cases of recalls, full-time and part-time laid off employees within the affected job classification shall be recalled in seniority order. 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.

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

- 1) Volunteers among employees on overtime.
- 2) Employees on overtime (involuntary reduction).
- 3) Volunteer by seniority on a rotating basis among employees on straight time.
- 4) Casual on-call employees.

- 5) Hours picked up that day above Posted FTE Level (involuntary reduction) by inverse seniority **on a rotating basis.**
- 6) Employees on straight time (involuntary reduction) by inverse seniority **on a rotating basis.**

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

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

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 from such failure, 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.

8.3 Employees who are disqualified from providing direct care to residents under the background check requirement of state statutes will be suspended without pay immediately. If the employee exercises their right to appeal to the State for reconsideration within thirty (30) calendar days and the State concludes their disqualification is to be revoked, the employee will be reinstated to their prior shift and hours with the posting of the next two (2) week schedule. The employee's benefits and seniority shall also be reinstated. Should the employee fail to appeal within the thirty (30) days, the Employer may terminate their employment. Further, should the State uphold their decision to disqualify an employee after the employee has been given their appeal, the Employer may terminate that employee.

ARTICLE 9 - JOB POSTING AND BIDDING

9.1 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, as defined in Article 7, among the qualified bidders. Employees must be able to take the full schedule without creating an overtime situation.

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.

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

- 1) Full shifts by seniority without overtime are awarded first, then
- 2) An employee who signs up for the most number of hours without overtime are awarded by seniority, then
- 3) Full shift with overtime by seniority, then
- 4) An employee who signs up for the most hour for the shift with overtime, is awarded by seniority.
- 5) Hours not awarded on the initial posting will awarded to the first person that signs up and who would not be put into an overtime situation.
- 6) Regular employees including casual employees, may bump a pool employee, provided the Employer will not be subject to an economic penalty for a late cancellation under the terms of agreement with that pool.

9.3 Once the known hours have been granted on the regular schedule it will be the responsibility of the employee(s) to check the schedule to see which if any hours they signed up for have been granted.

9.4 For purposes of filling unknown available hours, the Employer will call employees who have signed the available hours sheet. If an employee is missed on the sheet, they will be made whole by being awarded the next similar (day, p.m., night) shift of unknown available hours that they are available to work. The Employer will have satisfied its obligation under this Section (and the employee will not be considered to have been "missed") if the Employer makes one (1) attempt to call the signed-up employee. It is not the intent of this Section 9.4 to permit intentionally bypassing an employee on the sign-up sheet who is eligible to work the available hours.

9.5 In all other departments, known and unknown hours shall be granted by straight seniority. First to those without overtime and second to those with overtime.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 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 the 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.

10.2 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.

10.3 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.

10.4 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 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.**

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

VACATION ACCRUAL

<u>Hourly Accrual for FT & PT</u>	<u>Available</u>
.045 hr/hour earned	1 st -4 th Anniversaries
.065 hr/hour earned	5 – 9 th Anniversaries
.085 hr/hour earned	10 th – 14 th Anniversaries
.95 hr/hour earned	15 th – 19 th Anniversaries
.105 hr/hour earned	20 th – 24 th Anniversaries
.110 hr/hour earned	25 th + Anniversaries

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 **being paid only the holiday hours** and saving the vacation hours for use at a later date. Employees on approved vacation shall not have to work **or make up** the holiday. If an employee takes a vacation over a **scheduled** Christmas or New Year's Day 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 year of service	2 working weekends off
5 years of service	3 working weekends off
10 years of service	4 working weekends off
20 years of service	5 working weekends off

11.5

1) Employees must request a full week, defined as ½ their point status, including the weekend shift(s) in order to be considered for approval. For instance, if an employee is a .7 point status, they must request at least 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 of vacation are required to request and

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.

11.6 Employees laid off by the Employer shall receive pay for all earned vacation and accrued vacation in accordance with the vacation schedule set forth above. Employees discharged by the Employer for just cause shall forfeit all accrued (but not earned) vacation.

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

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

11.9 Vacation request forms shall be accepted from October 1st of each year through December 1st of that year. The Employer shall determine the number of employees that will be allowed to take full weeks of vacation in each week of the following calendar year with no less than two (2) per week from the Nursing Department day shift, two (2) per week from the Nursing Department afternoon shift and one (1) per week from the Nursing Department night shift. All other departments shall allow at least one (1) employee per week to take vacation.

11.10 The vacation requests shall be for the calendar year starting with the first full week in January in each year and ending fifty-two (52) weeks later. After December 1st of each year the Employer shall grant vacation based on the request forms received and using seniority to grant the number of vacations that will be allowed to be taken for each week. The granted vacation shall be placed on a yearly calendar and posted for all employees to see no later than December 15th of each year. Once the vacation calendar has been posted the employees who have been granted vacations by seniority cannot be bumped by a more senior employee.

11.11 Employees who fail to select vacations during this request period shall select vacations in their respective departments on a first come first serve basis and once granted shall be guaranteed that vacation regardless of seniority. On first come, first serve vacations, the Employer will approve within fourteen (14) days. Any employee who has not completed one (1) full year of employment may only sign up for vacations weeks after their anniversary date of employment unless it is agreed upon between the employee and the Employer differently. This same principle would apply to employees approaching additional vacation time as stated in Section 11.1 of this Article.

11.12 It is understood that an employee who has signed up and been granted a vacation on the calendar may later choose to forfeit that week. If they choose to forfeit a week they must notify the Employer not less than three (3) weeks prior to the time the week was taken. Once notice has been given the Employer shall post notice of the forfeited week by the vacation calendar for three (3) full days. This week shall be granted to the most senior employee who puts in a request.

11.13 Employees who have been granted vacation, but do not have 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) Employee's choice

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

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

11.15 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.**

11.16 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.

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 (1st) day of employment, and eligibility to collect sick leave pay shall begin at the completion of the employee's probation period. Employees may accumulate an overall maximum accumulation of 400 hours.

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

12.4 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 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 substantiated sick leave abuse will be subject to 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 ACCURAL

Must complete probation to be eligible to receive sick pay

HOURLY ACCURAL FOR FT & PT
.045 hr/hour earned

AVAILABLE
Immediately after ever 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 or her jury duty pay, does not equal his or 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 or she is available during the hours when Court is not in session. An employee receiving full pay from his or her Employer while serving on a jury will be required to turn in to his or her Employer the jury duty pay for the period he or she served on the jury. A maximum of four (4) weeks per calendar year will apply.

13.2 Funeral Leave:

1) Funeral leave shall be granted as follows:

<u>Decedent</u>	<u>Length of Leave</u>
Spouse, child, parent, domestic partner of an employee	Up to four (4) consecutive calendar days, anytime from the date of death through the second day after the funeral
Brother, sister, grandparent, grandchild , 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, Current Step-parents, step-children and step-siblings	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. The employer shall comply with all state and federal family leave laws. 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 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.

13.6 The Employer agrees that it will provide an unpaid leave of absence for one person, per year, of up to a maximum of three (3) months, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. It is understood that the Union would make any contributions necessary to continue the employee

participation in health or pension programs as provided by the Agreement during this leave of absence. The Employer would provide this leave without loss of seniority.

13.7 The policies of Sauer Health Care that govern the application of the F.M.L.A. and the MN Parental Leave Law shall remain unchanged and in effect for the life of this Agreement. In the event of any conflict between the policies and the laws, the laws shall prevail.

13.8 Ill or injured employee(s) on a leave of absence of more than thirty (30) days for reasons other than a workers compensation injury or a qualifying event under F.M.L.A., will be paid first any accrued sick leave they may have and second, any unused earned vacation hours they may have. Hours paid shall be based on the employee's average number of hours worked per week.

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

ARTICLE 14 - NO STRIKE OR LOCKOUT

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

ARTICLE 15 - MISCELLANEOUS

15.1 Cost of any off the job training which may be required by the Employer and specifically arranged for by the Employer and approved in advance of such training shall be paid for by the Employer.

15.3 The Employer agrees to pay for the annual chest x-ray which may be required by the Employer in lieu of a Mantoux Test. 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.

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

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 If the Employer requests that an employee attend TMA training, he or she shall be paid his or her regular hourly wage for each scheduled hour of work missed for the training.

ARTICLE 16 - HEALTH AND WELFARE

16.1 The Employer agrees to provide health care coverage for employees regularly scheduled to work at least .6 or forty-eight (48) hours per pay period.

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

16.3 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.

16.4 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 have requested to use.

16.5 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.

16.6 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.

16.7 The Employer shall provide life insurance for full-time employees and pay 100% of the premium. The coverage shall be in the amount of \$15,000.

16.8 Employees will be given the opportunity by the Employer to pay for their share of the insurance in pre-tax dollars.

16.9 During the life of this Agreement, the parties agree that other insurance proposals for group health coverage may be reviewed. Any change in the policy is subject to review by current participants and a majority of current participants must approve changing the policy. Any provider submitting a bid that is not less costly than the current providers' premium may be rejected by either party.

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

16.11 The Employer shall maintain a 401(k), long-term disability, and short-term disability plan.

16.12 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 17 - OTHER RIGHTS OF EMPLOYEES

17.1 The Employee will have access to facility policies and the Employee Handbook will be available to all employees.

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

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

17.3 An employee qualifying for a benefit transfer that had signed up and been granted vacation under Article 11, Sections 11.11-11.14, 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 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.

ARTICLE 18 - SEVERABILITY CLAUSE

18.1 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.

18.2 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 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 by Nursing Assistants/Registered between 02:00 p.m. and 10:00 p.m. shall receive an afternoon shift differential of sixty cents (\$0.60) per hour.

19.3 Hours worked by Nursing Assistants/Registered between 10:00 p.m. and 06:00 a.m. shall receive a night shift differential of one dollar (\$1.00) per hour.

19.4 A Nursing Assistant/Registered who works as a Trained Medication Aide will be paid a premium of one dollar (\$1.00) per hour.

19.5 Training/Orientation Pay: Any employee who is assigned to train/orientate a new staff person shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours as the trainer/orientator.

19.6 Employees holding a Cook/Dietary Aide position shall be paid at the Cook rate when working as such on a holiday and the Dietary Aide rate when working as such on a holiday.

19.7 If a Dietary Aide is assigned to perform Cook duties, the hours worked as a Cook shall be paid the greater of (1) the wage schedule rate for a Cook with the same seniority, or (2) the Dietary Aide's wage plus one dollar (\$1.00) per hour.

ARTICLE 20 - NON-DISCRIMINATION

20.1 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, political affiliation, whether he/she has children, physical disability, religion, or protected Union activities.

ARTICLE 21 - TERM OF AGREEMENT

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

21.2 **The Employer and the Union will open the collective bargaining agreement for wages and benefits only on the 31st of December 2021 and 2022.**

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


Dated: 7/16/2020

Sauer Health Care

By: 
Sara Blair, Administrator

Dated: 7/15/21

United Food and Commercial
Workers Union, Local 1189

By: 
James Westin, Representative

APPENDIX A-WAGE SCHEDULE

	A	B
Start	\$16.25	\$12.75

***Employees below the new starting wage will move to the starting wage rate on the first full pay period following ratification.**

**** Employees not impacted by the new starting wage will receive a one (1) time ratification bonus of \$750.00 prorated to the employee's FTE (for example: An employee with a .8 FTE will receive a one (1) time bonus of \$600 = \$750 x .8) on July 16, 2021.**

TMA's scheduled to work as TMA's and move to the floor as CNA's during that time will be paid the TMA wage.

Outdated

APPENDIX B - GUNDERSEN HEALTH PLAN

MN 4H \$2,000 Embedded Deductible 2017 - Effective 09/01/2017-08-31/2018

Services	How the Plan Pays In-Network	How the Plan Pays Out-of-Network
Coinsurance	80% Carrier / 20% Insured (member)	NO NETWORK COVERAGE
Calendar Year Out-of-Pocket Maximum	\$4,000 \$7,500 Medical and Prescription combined	NO NETWORK COVERAGE
Preventive Care	Paid by Carrier at 100%	NO NETWORK COVERAGE
Office Visits due to Illness or Injury Retail Health Clinic	Primary = \$35.00 Specialist = \$35.00	NO NETWORK COVERAGE
Urgent Care Services	\$35 Copayment then Paid at 100%	NO NETWORK COVERAGE
Emergency Room Services	\$100.00 Copay (and out of network)	NO NETWORK COVERAGE
Prescription Drugs Select Network	\$10 Generic \$45 Preferred Brand \$90 Non-Preferred Brand Member pays 25% to a maximum of \$200 Per Fill Specialty Drugs	NO NETWORK COVERAGE
	Employee Contribution per Month	Employee Contribution per Pay Period Biweekly
Employee	\$131.99	\$60.92
Employee + Spouse	\$294.91	\$136.15
Employee + Children	\$305.00	\$140.77
Family	\$400.01	\$184.62