

Sauer Service and Maintenance Proposals

1. Article 1, 1.9 - A Union Representative will be allowed to have a thirty (30) minute session with newly hired employees immediately following any company new hire orientation; when this is not possible, the Union Representative will be allowed to schedule a visit when the new hire (or rehire) is on the schedule if they have not met with a Union Representative already.
2. Article 4 - Hours of Work section 4.1 - Continue to post paper schedules
3. Article 6 Holiday section 6.1 - Add birthday holiday
4. Article 7 Seniority section 7.5, #3 - By seniority without rotation
5. Article 12 Sick Leave section 12.3 - Add language employees may be able to cash out sick pay up to 200 hours on their anniversary
6. Article 16 - Change from 72 to 0.6
7. Article 16, section 16.12 - Employer match employee contributions *Both*
8. Article 19 - Minimum Wage rates - Increase scales and above scale by \$2.00 across the board.
9. Article 19, section 19.3 - Increase from .60 to \$1.00
10. Article 19, section 19.4 - Increase from \$1.00 to \$2.00
11. LPN differentials - 19.3 increase 2-10 pm shift to \$1.00
- Increase 10-6AM shift to \$2.00
12. Article 21 Terms of Agreement - Three (3) years with wage reopeners and health insurance

The Union reserves the right to amend, add, delete or modify its proposals at any time.

dag/opeiu#12

Sauer LPN Proposals

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2. Article 4 - Hours of Work section 4.1 - Continue to post paper schedules
3. Article 10 Holiday section 10.1 - Add birthday holiday
4. Article 7 Seniority section 7.5, #3 - By seniority without rotation
5. Article 12 Sick Leave section 12.3 - Add language employees may be able to cash out sick pay up to 200 hours on their anniversary
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SAUER CONTRACT DISCUSSION ITEMS 2017

1. Vacation requests - too many denied
2. Consistent orientation on the floor
3. Favoritism - too many relatives
4. Follow sick policy
5. Follow dress code
6. Bullying between staff who are not friends
7. NO MANDATION - follow contract
8. In-service follow contract - do not take staff off the floors

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Sauer Health Care Management proposals 9/22/17

1 S&M: 2 & LPN 20 the determination of starting and ending times of shifts

2 S&M 5 and LPN 2.3.2 Full time employees are those employees regularly scheduled to work at least *eighty (80)* hours in a fourteen (14) day pay period. .

2 Better address when COC employees paying dues. We've been instructed if they work they pay. What exactly do we want in the contract. Both contracts say they have work an average of 16 hours or more per week in a calendar quarter. Currently we are instructed by the union to have them pay if they work.

4 S&M
Remove 5.4.3 first line "these employees shall not have a probation period".

5 LPN
Remove 2.3.3
Remove 2.3.4 (we have policy that addresses)

6 2.6.2 update GPN hourly wage—move to wages/benefits appendix A?

7 Remove 2.8

8 Add to LPN and S&M: *Licensed Practical Nurses are responsible for ensuring that his/her license to practice nursing in the state of Minnesota remains current and in good standing.*

Licensed Practical Nurses who fail to maintain a license to practice nursing in the state of Minnesota that is current and in good standing will be removed from the schedule and receive attendance steps per the current facility policy.

Licensed Practical Nurses who fail to provide proof of license to practice nursing in the state of Minnesota that is current and in good standing within thirty (30) days from the initial notice of invalid license will be offered a position as a Certified Nursing Assistant if available.

Wage will be paid according to current scale matching the corresponding new classification reduction until which time license is obtained or reinstated.

Graduate Practical Nurses may be hired by the Employer.

Graduate Practical Nurses will be subject to the same sixty (60) day probationary period as all other employees.

A GPN will receive as an hourly wage the greater of \$14.00 or .75 over the current NAR hourly wage.

Graduate Practical Nurses who fail to provide proof of license to practice nursing in the state of Minnesota that is current and in good standing within the probationary sixty (60) days will have a thirty (30) day probation extension in which to obtain licensure.

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Graduate Practical Nurses who fail to provide proof of license to practice nursing in the state of Minnesota that is current and in good standing following the standard and/or extended probation period will be offered a position as a Certified Nursing Assistant if available.

3.1.1.1 Wage will be paid according to current scale matching the corresponding new classification reduction until which time license is obtained.

Certified Nursing Assistants are responsible for ensuring that his/her certification to work in the state of Minnesota remains current and in good standing.

Certified Nursing Assistants who fail to maintain a certification to work in the state of Minnesota that is current and in good standing will be removed from the schedule and receive attendance steps per the current facility policy.

Certified Nursing Assistants who fail to provide proof of certification to work in the state of Minnesota that is current and in good standing within thirty (30) days from the initial notice of invalid certification will be offered a position within the facility that does not require certification, if available.

Wage will be paid according to current scale matching the corresponding new classification reduction until which time certification is obtained or reinstated.

- 9 Clarify wording of 15.8 in LPN and 17.4 in S&M.
- 10 Replace S&M 4.1 & LPN 4.1 Work schedules will be *made available* to staff seven (7) to ten (10) days prior to the start of the work period for all departments.
- 11 Replace to section 4.2 of S&M: *Permanent set schedules will be in place to the best of the Employers ability for only those employees considered to be full time as defined in Article 3.1.*
 - 4.2.1 *When temporary changes in the permanent set schedule are necessary the Employer will attempt to contact said employee using the phone number provided prior to the date the schedule is made available.*
 - 4.2.2 *When permanent changes are necessary to any staff member's schedule, such changes will only come into effect on the next available schedule. And, the Employer will attempt to contact said employee using the phone number provided prior to the date the schedule is made available.*
- 12 Replace 4.3 of LPN and 4.5 of S&M: *Employees shall be scheduled so they will not be required to work two (2) consecutive weekends except in the cases of holiday rotations that fall on a weekend shift and in the case of needing to make up for missed hours on said employee's regularly scheduled weekend rotation.*
- 13 Add to S&M Hours of Work Article 4: *In cases of illness, no-shows or other emergencies that create an unforeseen issue with nursing coverage of the facility that leads to unplanned,*

non-voluntary overtime, the overtime shall be offered by seniority to the on-premises Licensed Practical Nurses and Certified Nursing Assistants. If there are no volunteers, the overtime shall be worked by the most junior on-premises Licensed Practical Nurse and Certified Nursing Assistant.

14 Move 4.2 S&M to seniority **HOLD**

15 Remove S&M 4.7

16 Remove: 5.1.5 from LPN (already addressed in 5.1.4) **4.19**

17 Replace S&M 11.1 and LPN 11.1:

18 *Vacation earning schedule is based on a FT employee rate of earning and will be prorated for lesser FTE based on each employee's individual hours worked.*

11.1.1 Employees who have completed one (1) year of service – two and two-fifths (2 2/5ths) weeks' vacation. (12 days)

11.1.2 Employees who have completed five (5) years of service – three and two-fifths (3 2/5ths) weeks' vacation. (17 days)

11.1.3 Employees who have completed ten (10) years of service – four and two-fifths (4 2/5ths) weeks' vacation. (22 days)

11.1.4 Employees who have completed fifteen (15) years of service shall earn an additional day of vacation for each year of service in excess of fifteen (15) to a maximum of five and two-fifths (5 2/5ths) weeks' vacation after twenty (20) years. (27 days)

11.1.5 **5** Employees reaching their twenty-fifth (25th) year of service shall be allowed one (1) additional day of vacation to be used each year to a maximum of five and three fifths (5 3/5ths) weeks' vacation. (28 days)

11.1.6 **6** Employees who have completed thirty (30) years of service – six weeks of vacation. (30 days)

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

19 Replace S&M 11.4 and LPN 11.6: *7.3 Vacation is to be used to cover any regularly scheduled days the employee is asking to be away from work to maintain their regularly scheduled FTE unless such absence from work is covered by FMLA, sick pay or any other approved LOA per State or Federal Laws.*

Employees are entitled to request their working weekends off based on the following years of service:

7.4.1 1 year of service – 2 working weekends

7.4.2 5 years of service – 3 working weekends

7.4.3 10 years of service – 4 working weekends

7.4.4 20 years or more of service – 5 working weekends

Staff must use a full week of vacation or minimum equivalent of one-half (½) current FTE to use a working weekend with all regularly scheduled days paid. (consideration to be given to staff working a .4 or less FTE)

Add to S&M 11.4 and LPN 11.6: Example: A staff member working FT would need to use a minimum of 5 days of vacation to be off for their working weekend, the scheduled weekend plus 3 scheduled weekdays. If more than 5 regularly scheduled days are wanted off, then all days must be covered with additional vacation days or traded to a co-worker.

Example: A staff member who works a .5 would need to use a minimum of 3 days of vacation to be off for their working weekend, the scheduled weekend plus 1 scheduled weekday. If more than 3 regularly scheduled days are wanted off, then all days must be covered with additional vacation days or traded to a co-worker.

20 *Add to S&M Article 11: Employees with less than twenty (20) years of service are not allowed to use vacation time on any of their recognized holidays to work.*

21 *Remove 11.2 from LPN*

22 *S&M 11.8 remove and replace with: Employees discharged by the Employer for just cause shall receive pay for all earned vacation but accrued vacation shall be forfeited.*

23 *Replace S&M 11.2 and add to LPN contract: A full week of vacation for full time employees shall be equal to forty (40) hours of pay. A full week of vacation for part time employees shall be equal to the employee's average weekly hours during his or her last anniversary year.*

All hours paid to the employee during the last anniversary year, except sick leave, up to two thousand eighty (2080) except sick leave, shall be divided by fifty-two (52) weeks to determine each employees weekly average.

Part time employees promoted to full time during his or her last anniversary year shall have vacations determined on the same basis as part time.

24 *Replace LPN 10.8: Employees with more than twenty (20) years of service on an approved vacation over any of their recognized holidays to work shall not have to work on the holiday.*

If a holiday falls within an approved vacation period, the employee will be paid the additional holiday hours at regular rate or have the option of replacing a vacation day with the holiday hours and saving the vacation day for use at a later date.

It is the responsibility of the employee to express their decision on the above option to the Employer in writing seven (7) days prior to the scheduled posting date of the schedule for the pay period the holiday falls in.

25 *Remove from LPN 10.5 the following: Full time employees scheduled to work a holiday may request a compensatory day off in lieu of the extra holiday pay. Such day off must be requested before the holiday schedule is posted and be taken within the time period 2 weeks before the holiday or 2 weeks after the holiday.*

26 Remove: S&M 6.3 sentence: *Full time employees shall receive no compensatory time off.*

27 Remove S&M 6.8 wording: *“unless excused by the Employer for absence due to proven illness.”*

29 Remove LPN 10.7 wording: *“unless excused by the Employer for absence due to proven illness. The employee must provide proof of illness to the Employer”*

30 Add to LPN Article 12 and S&M Article 12: *A written notice from a medical provider is required for illnesses extending over three (3) scheduled work shifts.*

31 Remove training addressed in S&M 4.9---4.13, replace with new Article: Training

Remove training addressed in LPN 4.7—4.8

Article 11 – Training

11.1 When the Employer schedules Mandatory In-Service Training or On-Line Education the following shall apply:

11.2 Mandatory In-Service Training

11.2.1 When the Employer schedules Mandatory In-Service Meetings, an employee coming to the facility to attend when not working shall be paid for time spent in the Mandatory In-Service Meeting with a minimum time of one (1) hour or the actual time in attendance.

11.2.2 Two (2) weeks’ notice will be given to employees for scheduled Mandatory In-Service Meetings.

11.2.3 Two (2) offerings of Mandatory In-Service Meetings will be presented. These may be on two (2) different dates at the discretion of the Employer.

11.2.4 Employees not able to attend Mandatory In-Service Meetings must notify their department manager prior to the scheduled date of the Mandatory In-Service Meeting.

11.2.5 The Employer will develop a make-up process for employees who are on an approved vacation, ill or have another conflict that prevents their attendance. These may be in a taped or written format at the Employers discretion and are to be made up within thirty (30) days following the Mandatory In-Service Meeting.

11.2.5.1 Employees who complete the assigned make-up within thirty (30) days shall be paid for the time spent completing the assigned make up.

11.2.5.1.1 The employee is responsible for noting the time spent on the exception form by the time clock in the break room.

11.2.5.2 Employees who fail to complete the assigned make-up within thirty (30) days will be subject to a minor disciplinary step per the Employer’s current disciplinary policy.

11.3.5.2 After the twenty-four (24) hour extension expires, employees will not be allowed to return to work until the make-up has been completed on their own time with no compensation pay from the Employer.

11.3.5.2.1 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.

11.3.6 Employees on a leave of absence will be required to complete all assigned On-Line Education within thirty (30) days following their return to work and will then be subject to all above noted criteria related to make-up in section 11.3.5.

11.4 Other learning opportunities will be posted as they are available and staff will be encouraged to attend as able based on staffing. Staff who are interested in attending should speak to their department manager.

11.5 The cost of any training which may be required by the Employer and/or specifically arranged by the Employer and approved in advance of such training shall be paid for by the Employer.

11.6 Employee's attending approved training shall be paid his/her regular wage for each scheduled hour of work missed for the training.

11.7 Approved training that requires travel and/or lodging expenses shall be reimbursable per the current "Employee Travel" policy.

11.8 When the Employer schedules a mandatory in-service meeting, an employee coming to the home when not scheduled to work shall receive one hour's minimum pay.

32- Add to S&M article 9 and LPN Article 7.1: *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.*

B Remove: LPN 7.1 wording: *Openings will be filled by seniority among qualified bidders using full and/or part time employees. Full time positions vacated will remain full-time positions.*

33 Remove S&M 9.1 wording: *Openings will be filled by seniority, as defined in Article among the qualified bidders.*

Remove LPN 7.8

34 Remove S&M 9.2 and replace with: *Known available hours shall be made available to employees seven (7) to ten (10) days prior to the start of the work period along with the availability of the schedule.*

Employees interested in working known available hours are responsible for signing up on the availability form in the break room.

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.

35 Remove S&M 15.2.

36 Remove S&M 17.1 and replace with: *17.1 The Employer will have access to facility policies and the Employee Handbook available to all employees.*

37 Add to LPN 15:
The Employer will have access to facility policies and the Employee Handbook available to all employees.

38 Remove S&M 16.12 and replace with: *The Employer shall maintain a 401(k), long-term disability and short-term disability plan.*

39 Add to LPN article 14: *The Employer shall maintain a 401(k), long-term disability and short-term disability plan.*

40 Add to LPN 14 and S&M 16: *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.*

41 Remove 14. 2 and 14.4 from LPN See Appendix B
Remove 16.2 from S&M See Appendix B

42 Change in S&M 16.1 to regularly scheduled to work at least a .6 or 48 hours per pay period.

43 Add to LPN Article 14: ^{Employer} *The employee agrees to provide health coverage for employees regularly scheduled to work at least a .6 or 48 hours per pay period.*

44 Remove from LPN 19.3 (see appendix A for wages)
Remove S&M 19.2-19.4. (see appendix A for wages)
Remove S&M 19.5 - 19.8. (see appendix A for wages)