

**Collective Bargaining Agreement**

between

**Chris Jensen, LLC**

and

**American Federation of State, County**

**and Municipal Employees,**

**Minnesota Council 5 Local No. 2512, AFL-CIO**

February 27, 2018 through February 29, 2020

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Agreement. The Employer will honor the signed authorization of probationary employees with thirty or more days of probationary employment.

**Checkoff:** Upon receipt of a valid signed authorization, the Employer shall deduct from each employee's pay the duly authorized union dues, payable to the Union for the period specified in such authorization.

**Remittance:** Payroll deductions shall be made monthly from the salary of the employees and said Union dues shall be remitted to the Union within fifteen (15) days.

**Information to the Union:** The Employer shall provide the Union with the name, address, telephone number and hiring date of any new employee hired and, further, the Employer shall provide the Union with the name of any employee covered by this Agreement who terminates employment.

**P.E.O.P.L.E. Checkoff:** P.E.O.P.L.E. stands for Public Employee's Organized for Political Legislative Equality. P.E.O.P.L.E. is a fund separate from your Union dues. The purpose of the voluntary deduction is to raise money for political action, for Legislative Equality on both the State and Federal levels from AFSCME members and to be compliant with Federal Law.

The Employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction, as provided for in the employee's voluntary written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Indemnification and Hold Harmless:** The Union shall indemnify the Employer and hold it harmless against any loss or claims for damages, including all legal fees resulting from the payment to the Union of any sums deducted under this Article.

## **Article 5: Union Representation**

**Section 1.** An employee shall be entitled to Union representation upon request when being interviewed for disciplinary purposes that may result in discipline or disciplinary hearings. The Employer shall inform the employee prior to or at the outset of any interview that it may or will result in discipline or disciplinary hearings. Prior to the start of an investigatory interview that may lead to discipline, the Employer shall provide notice to the Employee of his or her right to representation by a union steward. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present, as long as such representation is available no later than the following business day.

**Section 2.** Non-employee representatives of the Union may enter the operational premises for any proper bargaining unit business so long as:

- A. Notice is provided to the Administration.
- B. Does not involve the resident living area.

discrimination as to race, creed, color, national origin, sex, age, religion, marital status, political affiliation, disability, sexual preference, or status with regard to public assistance.

### **Article 8: Strikes and Work Stoppages**

The Union or its officers shall not call nor sanction any strike by the Employees covered by this Agreement during the term thereof. During the term of this Agreement the Employer shall not lock out any of its Employees.

### **Article 9: Managements 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 hire, discipline or discharge for just cause, layoff, promote, transfer, and assign the employees; to determine or change starting and quitting times, number of hours worked, and days worked; to promulgate rules and regulations; to assign and delegate work and duties to the employees; to establish new job classifications; to organize, discontinue, enlarge, or reduce a department, unit, function, or division; to assign or transfer employees to other areas as operations may require; to introduce new or improved methods of operation or facilities; to determine the quality, quantity, and method of work and the number of employees; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of the Agreement. The Employer may utilize contractors or subcontractors to fix intermittent problems, so long as the work does not displace regular employees or diminish the bargaining unit.

### **Article 10: Definition of Employees**

**Regular Full-time:** A regular full-time employee is a person hired to fill a regular full-time position seventy-five (75) or more hours per pay period. Full-time employees are eligible to receive all benefits in this agreement.

**Regular Part-time:** A regular part-time employee is a person hired to fill a regular part-time position less than seventy-five (75) hours per pay period. Regular part-time employees shall not be used to reduce or displace regular full-time employment.

**Temporary Employee:** A Temporary employee is a person hired for a specific period of time and who will be separated from the payroll prior to working a total of 600 hours. (This includes seasonal Employees, i.e., those on the active payroll only during the season in which their services are required.) A temporary or seasonal Employee who works more than 600 hours in a period of less than twelve months shall become a regular Employee. There shall be no serialization of Employees to maintain temporary or seasonal position for more than 600 hours in a less than twelve month period.

**Casual Employee:** A Casual Employee is a person who is scheduled to work at least two (2) weekend days per month but not more than four (4) total days per month. This shall not prevent casual Employees from picking up shifts that become available after the schedule is posted. Except among themselves, casual employees shall not be able to exercise their seniority for any purpose.

**Section 2.** All employees shall receive two (2) fifteen (15) minutes paid breaks during a seven and one half (7½) hour work shift, to be taken as determined by the supervisor or charge person. Those employees working seven and one-half (7½) hours shall receive one half (½) hour unpaid meal periods unless otherwise agreed to with the department head.

**Section 3.** Any schedule change proposed by the Employer shall be submitted to the Union for review on a meet and confer basis.

**Section 4.** The Employer will make a reasonable effort to schedule mandatory training during or at times convenient to employee's work schedule.

### **Article 13: Seniority**

**Section 1. Seniority:** It shall be the policy of the Employer to recognize seniority in matters including but not necessarily limited to layoff, recall, job posting, overtime, vacation scheduling, and holidays.

**Section 2. Definition:** There shall be Facility Seniority defined as the net credited service of the employee in the Facility and in the bargaining unit, beginning with the date on which the employee began to work in the bargaining unit after last being hired in the Facility. There shall also be Job Classification Seniority defined as the net credited service of the employee in a job classification and in the bargaining unit, beginning with the date on which the employee began to work in the job classification after last being hired in, or transferred to, the job classification. Both forms of seniority shall include times spent in the Armed Forces of the United States (if such military service occurred after date of hire), for a maximum of four (4) years or as required by law. The Facility Seniority date of all full-time and part-time Employees who began employment on November 1, 2009, and who were St. Louis County Employees, shall be the Employee's last date of hire with St. Louis County.

The Job Classification Seniority date of all full-time Employees who began employment on November 1, 2009, and who were St. Louis County Employees, shall be the Employee's last date of hire, or last date of transfer, with St. Louis County into the job classification. Seniority shall be recognized for purposes of the Agreement as indicated elsewhere in this Agreement. Seniority shall not include unpaid temporary leaves of absence in excess of six (6) months in any period of twelve (12) consecutive months. The Employer shall prepare a seniority list no later than January 1 of each year. This list will be sent to the Union. The list will be considered appropriate for posting on the Union bulletin board for review by the membership.

A "displaced employee" is an employee whose current position is being eliminated or reduced or who has been bumped from their position and/or shift and has sufficient seniority to maintain employment within the bargaining unit, subject to the provisions of this Article.

A "laid-off employee" is an employee who does not have sufficient seniority to maintain employment in the bargaining unit. Any employee who is laid-off will receive verbal and written notice in accordance with this Article.

**Section 3. Layoffs:** Facility seniority within the affected job classification shall govern in the event of layoff and recall. In reducing employee personnel, the employee with the least facility seniority within the affected job classification shall be laid off or displaced first. Any displaced employee may

7. Performs no work for twenty four (24) consecutive months or a period equal to the employee's length of service, whichever is less.

**Section 5. Notice of Recall:** The notice of recall for any employee who has been laid off shall be mailed to the last known address of the employee on the books of the Employer. Such notice shall be deemed effective upon date of receipt of certified mail. Should the certified mail be returned, it will be deemed the Employer as having fulfilled their obligation and the Employee shall be removed from the seniority list. Employees on layoff are responsible for notifying the Employer of any changes in their mailing address. Notice of change in address should be given to the Human Resource Office.

**Section 6. Identical Seniority:** If two (2) or more employees have the same hire date, seniority shall be determined alphabetically by last name, first name, middle name on date of hire.

### **Article 14: Job Posting**

Notice of vacancies and new positions shall be posted for seven (7) calendar days after the vacancy occurs on the bulletin board at the Facility. A copy of each job posting shall be submitted to the Union. The posting shall include a statement defining qualifications of the position, hours (including start and finish time), which weekend off, and shift. Any employee desiring to fill any such posted vacancy or new position shall make application in writing at the Human Resource office. The Employer shall notify the Union designee when those jobs are filled. A summary of open positions will be posted and remain posted until filled.

Whenever any vacancy occurs it shall be given to the non-probationary employee with the greatest job classification seniority within the vacant classification provided the applicant is qualified for such position. If there is no qualified non-probationary applicant within the classification, then the position shall be given to the remaining employee with the greatest facility seniority, regardless of the department or probationary status, provided the applicant is qualified for such position. Once in a new position, facility seniority carries forward and is applicable after the trial period for bidding on another vacant position, with qualifications pursuant to the Agreement.

An Employee may move only once within a six month period when changing classification and/or department unless otherwise agreed to by the Employer.

If there is any difference of opinion as to the qualifications of an employee, the Employer Committee and the Union Committee shall take the matter up for adjustment through the grievance procedure.

### **Article 15: Trial Period**

An Employee upon being promoted or transferred to another classification shall serve a trial period of thirty (30) calendar days in the classification. An Employee who cannot do the work of the new classification within the thirty (30) calendar day trial period shall be returned to his or her former position. Continued service beyond the thirty (30) calendar day trial period shall be deemed evidence of satisfactory completion of the trial period and indicate the Employee has achieved position status.

An employee who voluntarily applies-for and is awarded a position in another job classification may, within seven (7) working days of starting in the new position, elect to return to his/her former position.

**Section 5.** Safety Shoes. Employees who are required to have foot protection by OSHA regulations shall receive a safety shoe allowance of \$60 per year payable in December.

### **Article 19: Meals**

**Section 1.** Meal reimbursement shall be allowed only under the following circumstances:

- A. Where an employee is in travel status and overnight lodging is approved;
- B. When an employee is required to attend a workshop, seminar, or working lunch meeting where a meal is served for which payment is required.

An employee on approved travel status, upon obtaining advance approval from the department head to incur lodging expense, shall be reimbursed for necessary lodging expense, single or double occupancy, with receipt. All travel and meal reimbursement needs prior approval from administration.

### **Article 20: Wages**

The minimum wage rates for employees covered by this Agreement are contained in Appendix A.

All step increases shall be effective with the pay period commencing after the pay period during which the employee reaches the applicable benchmark.

The Employer's obligation to implement step increases shall terminate as of the stated expiration date in Article 37, or the expiration date of any contract extension. The Employer shall have no obligation to implement step increases after the expiration of this Agreement or any contract extension(s).

When a new classification is created, the rate of pay for such new classification shall be negotiated between the Employer and the Union.

Nurse Assistants assigned to perform TMA duties shall be paid an extra one dollar (\$1.00) per hour while performing those duties.

The subject of mentoring is referred to the Labor-Management Committee for discussion and changes to the Pilot Program currently in effect. Any employee serving as a Mentor, either under the current Pilot Program or under any changes to or replacement of same, shall be paid an extra one dollar (\$1.00) per hour while performing those duties. As set forth in the Pilot Program document, the Employer retains the discretion to discontinue the Pilot Program at any time.

### **Article 21: Shift Differential**

Employees working a majority of their shift between the hours of 2:00PM and 10:00PM shall, in addition to their regular rate of pay, receive a shift differential equal to twenty-five cents (25¢) per hour for each hour worked during such shift.

## Article 23: Overtime

**Section 1.** Employees, except Registered Nurses, Licensed Practical Nurses, and Nursing Assistants-NA/Rs, working other than the normal work week of Monday through Friday shall be paid at the overtime rate of one and one-half (1½) times their regular rate of pay for hours worked in excess of seven and one-half (7½) hours in a day or seventy-five (75) hours in a two (2) week payroll period. Registered Nurses, Licensed Practical Nurses, and Nursing Assistants-NA/Rs shall be paid at the overtime rate of one and one-half (1½) times their regular rate of pay for hours worked in excess of eight (8) hours in a day or eighty (80) hours in a two (2) week payroll period. Overtime shall be paid at the rate it is earned.

**Section 2.** Overtime will be distributed according to job classification seniority, as defined in the Employment Rights List prepared annually. Overtime will first be offered and assigned within a department to employees still on duty from the previous shift. Departments within the facility are Nursing, Dietary, Activities, Business Office, Environmental Services, etc. On each occasion, overtime will be offered in order of job classification seniority and assigned in order of reverse job classification seniority. Offers of overtime shall continue down the job classification seniority list until the list is exhausted and assignment of overtime shall continue up the job classification seniority list until the list is exhausted. However, no employee shall be required to work overtime more than once in any consecutive twenty-eight (28) days, unless the job classification seniority list has been exhausted. When an employee works other than a scheduled workday, the employee may not be held over for a second shift, unless resident safety is at stake. No employee may work for more than sixteen (16) consecutive hours unless required by a declared emergency.

For each mandated shift in excess of two (2) in any consecutive twenty-eight (28) days the employee shall be paid an additional \$25.00 per mandated partial shift of at least four (4) hours, or an additional \$50.00 per mandated full seven and one-half (7½) hour shift. Mandatory overtime may be assigned only after the vacant shift has been offered to all temporary, casual, and on-call employees. Upon request of the Union, the Employer shall provide documentation showing that those offers were made before mandatory overtime was assigned.

An employee who holds a position with an authorized FTE status (bid) that equates to forty-five (45) or more hours per pay period is eligible to be paid, for each mandated or volunteered-for shift in excess of two (2) in any consecutive twenty-eight (28) days, an additional \$25.00 per mandated partial shift of at least four (4) hours, or an additional \$50.00 per mandated full seven and one-half (7½) hour shift.

No employee who holds a position with an authorized FTE status (bid) below forty-five (45) hours per pay period is eligible to receive such bonus based upon volunteering or agreeing to work open shifts. An employee who holds a position with an FTE status (bid) below forty-five (45) hours per pay period is not eligible to receive this bonus by volunteering or agreeing to work open shifts.

**Section 3.** If the more senior employee does not receive overtime in compliance with this section, he/she shall be scheduled on a day and shift to be designated by the employer and the employee. If the parties cannot mutually agree upon a designated shift with thirty (30) days, then the employee shall designate the shift. Payment for the shift shall be at the overtime rate. The employee shall not replace any regularly scheduled employee. This shall be an employee's exclusive remedy the first time during a calendar year that the employer fails to assign overtime to the employee in accordance with this section.



employees on that shift on the other resident care units (*i.e.*, the non-affected resident care units) to take time off, based on job classification seniority across those other resident care units. In all other departments, the Employer will offer to employees in the department, based on job classification seniority, to take time off. Employees who volunteer to take time off under this paragraph (2) of this Section (3) will have the option of taking the remaining time off as paid time off or as unpaid time off.

**Section 4.** This Section 4 shall apply to employees who take time off as the result of the application of Section 2 or Section 3 of this Article. An employee's scheduled work hours that are canceled shall be credited as hours of work in determining the employee's eligibility for and accumulation of benefits provided under this contract as well as determining the employee's seniority under Article 13.

**Section 5.** The Employer will post a low census list on a daily basis with a copy provided to the Union Chief Steward. Changes in census levels and/or acuity levels resulting in staffing adjustments will be made known to the Union upon request.

## **Article 25: Workers' Compensation**

**Section 1.** Any employee who by reason of sickness or injury receives worker's compensation benefits may do either of the following:

- A. Retain the worker's compensation benefits without using earned paid time off (PTO), or
- B. Retain the worker's compensation benefit and receive from the Employer any available earned accumulated paid time off (PTO) benefit. The total weekly compensation including leave and workers' compensation benefits shall not exceed the regular weekly net base pay of the employee.

**Section 2.** While an employee is receiving loss of wage benefits under the Workers' Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the Employer's share of hospital-medical insurance premiums for both single and family dependents' premiums together with the premiums on employee's life insurance and such payments shall continue even though the employee has exhausted his/her paid leave benefits for a period not to exceed 18 months. Payments of such premiums by the Employer pursuant to this Article shall end upon issuance of a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

## **Article 26: Holidays**

**Section 1.** All employees shall be entitled to the following guaranteed paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Section 2.** Employees whose normal work week is Monday through Friday shall receive time off for the above-described holidays on the date of such holidays. If such holiday shall fall on a Saturday, the previous Friday shall be considered a holiday and if such a holiday shall fall on a Sunday, the following Monday shall be considered a holiday.

## Article 27: Paid Time Off

Eligible employees will accrue paid-time off (PTO) based on their years of service according to the following schedule up to their stated maximum. No PTO will accrue beyond the maximum.

Employees who have a date of hire later than March 4, 2016 are only eligible to accrue PTO if they hold a position with an authorized FTE status (bid) that equates to 37.5 or more hours per pay period.

Employees who have a date of hire on or before March 4, 2016 are eligible to accrue PTO, provided that they hold a position with an authorized FTE status (bid) that equates to 37.5 or more hours per pay period.

Notwithstanding the previous sentence, an employee who has a date of hire on or before March 4, 2016, and who as of March 4, 2016 holds a position with an authorized FTE status (bid) of less than 37.5 hours per pay period, shall continue to accrue PTO until such time as the employee moves to a different position from the position held by the employee as of March 4, 2016. Upon moving to a different position, the employee shall no longer accrue PTO in any position that has an authorized FTE status (bid) that equates to less than 37.5 hours per pay period (whether it is that particular different position or any subsequent different position with an authorized FTE status (bid) that equates to less than 37.5 hours per pay period).

For purposes of this section, a “different position” is (a) any position in a different job classification, or (b) a position in the employee’s same job classification but at a different FTE status (bid), whether down or up.

The following applies to an employee who has a date of hire on or before March 4, 2016, and who as of March 4, 2016 holds a position with an authorized FTE status (bid) of less than 37.5 hours per pay period. Upon the move to a different position with an authorized FTE status (bid) of less than 37.5 hours per pay period (such that the employee shall no longer accrue PTO), the employee shall have twelve months from that date to use his/her previously-accrued PTO hours. Any unused PTO hours at the end of twelve months shall be forfeited.

### Accrual Rate Per Hour

<u>Years of Service</u>	<u>Paid Per Pay Period</u>	<u>Maximum Accrual</u>
0-24 Months	.050	108
24-48 Months	.0538	115
48-120 Months	.0654	137
10-15 Years	.0769	160
15+ Years	.0846	175

No PTO will accrue during the probationary period. After successful completion of the probationary period PTO accrual will be retroactive to date of hire.

**Section 5.** Should an employee exhaust their PDL account, he/she must return to the use of PTO for the illness/disability to make them whole.

**Section 6.** Accrued, unused PDL balances are not paid out upon either voluntary or involuntary termination of employment.

**Section 7.** An employee with an authorized FTE status (bid) of less than 37.5 hours per pay period who becomes ineligible to accrue PDL upon the effective date of this Agreement will have until the last day of the last pay period in payroll year 2016 to use his/her previously-accrued PDL hours. Any unused PDL hours as of that date shall be forfeited.

## **Article 29: Health, Dental and Life Insurance**

### **Health Insurance:**

Employees with an authorized FTE status (bid) of 60 or more hours per pay period are eligible for health insurance coverage. Health insurance coverage is effective the first of the month sixty (60) days following date of hire. For eligible employees the Employer will pay seventy-five (75%) percent of the premium for single coverage, and sixty-seven (67%) of the premium for single plus one, or family coverage at the option of the employee. The Employer will also contribute \$1,000 to a Health Reimbursement Account (HRA) for single, \$1,500 for single plus one, and \$2,000 for family to employees enrolled in the plan.

### **Dental Insurance:**

Employees with an authorized FTE status (bid) of 60 or more hours per pay period are eligible for dental insurance coverage. Dental insurance coverage is effective the first of the month ninety days following date of hire. For full-time employees the Employer will pay fifty (50) percent of the premium for single or family coverage at the option of the employee.

The Employer may if it so chooses offer part-time employees at or above a specified FTE threshold the option to enroll for dental insurance. If offered, eligible part-time employees will be responsible for the full cost of the premium.

### **Life Insurance:**

Employees with an authorized FTE status (bid) of 60 or more hours per pay period are eligible for employer-paid Life Insurance coverage. Life Insurance coverage is effective the first of the month ninety (90) days following date of hire. For eligible employees who are authorized 60 or more hours per pay period (*i.e.*, 0.75 FTE and above), the employer will pay the full premium for coverage equal to the employee's annual earnings up to \$50,000. Additional coverage, at the option of the employee, is available through payroll deduction. The Employer may if it so chooses offer part-time employees at or above a specified FTE threshold the opportunity to enroll for coverage under a life insurance policy selected by the Employer. If offered, eligible part-time employees will be responsible for the full cost, unless the Employer chooses to pay some portion towards the cost.

hours per year. Employees are expected to report to work for all or part of the day that is not occupied by jury duty, not to exceed the employee's normal work day.

### **Article 33: Witness Service**

Any Employee subpoenaed as a witness as a result of his/her employment for the Employer shall be paid the difference his/her regular rate of pay and the witness pay.

### **Article 34: Disciplinary Procedure**

Employees may be disciplined for just cause. It is understood and agreed that just progressive discipline shall be followed, but in extreme cases of discipline may be accelerated up to and including termination. The Employer shall provide the employee and, at the same time, the Union Chief Steward with a document setting forth the reason(s) for the disciplinary action.

- A. When an employee is discharged or terminated by the Employer, a written discharge or termination report shall be prepared stating the effective date and the reason(s) for the discharge or termination. One (1) copy of the report shall be retained by the Employer, One (1) copy shall be given to the employee, and One (1) copy shall, at the same time, be filed with the Union Chief Steward.
- B. A probationary employee may be discharged without recourse to the grievance procedure.
- C. Documents of disciplinary actions shall be retained as long as the employee is employed. However, documents involving previous conduct shall not be considered for progressive discipline if the offense occurred more than thirty-six (36) months prior to the matter now at issue, provided that the employee received no additional discipline during the 36-month period leading-up to the matter now at issue.

### **Article 35: Grievance Procedure**

**Section 1. Definition of a Grievance:** Should any differences arise between the Employer and the Union as to the meaning and application of this Agreement they shall be settled under the provisions of this Article.

**Section 2. Union or Policy Grievance:** Union or policy grievances shall be defined as any grievance affecting the entire bargaining unit, or brought by the Union on behalf of a group of bargaining unit Employees, concerning the terms of the labor agreement or the Employer's policies. Union/policy grievances and grievances involving the discharge or disciplinary suspension of an Employee shall be initiated at Step Two of the Grievance Procedure.

**Section 3. Time Limits:** 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 it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.



### **Annual PTO Schedule Procedure EXHIBIT B**

- 1) Each department in each facility covered by the Collective Bargaining Agreement shall establish its own procedures for scheduling annual PTO leave. Such procedures shall comply with the basic PTO schedule “parameters” outlined below. Either the Employer or the Union may submit to the other a proposal to revise the Department's Annual PTO scheduling parameters. If a majority of the eligible employees voting in the department in a Union-conducted secret-ballot vote support the proposal, the department head may adopt the proposal. In addition, at the discretion of the department head, the department's PTO scheduling procedure may revert to the basic parameters outlined here. The department head and employee representative shall meet and confer regarding any specific revisions to the department's procedure, and the Annual Authorized PTO Scheduling procedure for a department shall be implemented on or before January 1 of each year.
- 2) Each department head in the facility shall state a “maximum” number of staff authorized scheduled PTO leave on a work day. The department head has the discretion to adjust this maximum based on the availability of staff. Each department shall also include a calculation and resultant “minimum” PTO leave that optimizes the chance for all staff the use of their annual accrual of Vacation and Personal Leave hours during the effective dates of the Annual Authorized PTO Schedule.
- 3) Annual Authorized PTO Leave shall be granted according to seniority. Following the posting of the official Annual Authorized PTO Schedule for a department, all subsequent requests for PTO leave shall be granted on a first-come, first-served basis.
- 4) The Annual Authorized PTO Schedule shall establish time-off designated as PTO on the employee's payroll record.
- 5) The process of establishing an Annual Authorized PTO Schedule shall occur between January 15 and April 1 each year. During the two and one-half (2.5) month scheduling period, the scheduling authority may exercise discretion to set specific dates and times on which employees must submit their “final” requests for annual PTO leave in writing. Adjustments to an employee's final request, submitted after the specified date, may be made at the discretion of the scheduling authority.
- 6) The Annual Authorized PTO Schedule shall be posted on April 15 each year. The posted Annual Authorized PTO Schedule shall be effective with the beginning of the second (2nd) pay period in May, through the end of the first (1st) pay period in May 1 of the following year.
- 7) The prime PTO season is defined as the beginning of the second (2nd) pay period in May, through the end of the first (1st) pay period in September of the same calendar year. An employee is limited to three (3) scheduled (work) weekends authorized as PTO leave during the prime PTO season. At the option of the Employer, an employee may be limited to not more than 3 consecutive calendar weeks off.
- 8) Employees will be held accountable for ensuring that they have adequate accrued PTO hours to cover a PTO leave from work.
- 9) No employee may “bump” a less senior employee from an approved PTO leave.
- 10) Each department must specify the procedure for canceling PTO leave posted on the Annual Authorized PTO Schedule. However, cancellation of such posted PTO leave must be submitted to the department's scheduling authority a minimum of fourteen (14) calendar days prior to the “posting” of the work schedule that includes the authorized PTO leave.

**LETTER OF UNDERSTANDING NO. 2**

The Employer and the Union shall – as soon as possible after the collective bargaining agreement is ratified – participate in Labor Management Committee Meetings for the purpose of addressing the units on which direct care staff will work when mandated or when volunteering to work an open shift. It is the parties' intent to devise a system that can be applied consistently across the different units. Further, it is the parties' intent that the system treat someone who volunteered for an open shift as though they were mandated for purposes of this process. The Labor Management Committee shall consist of no more than five representatives from each party.

**CHRIS JENSEN, LLC**

**AFSCME MINNESOTA COUNCIL 5  
LOCAL NO. 2512, AFL-CIO**

By     /s/ Amy Porter     5/24/16  
Date

By     /s/ Jason Loons     5/24/16  
Date

## NURSING ASSISTANT MENTOR PILOT PROGRAM

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### Nursing Assistant Mentor Pilot Program

Based on feedback from the Staff Survey regarding the on-boarding process, Chris Jensen Health & Rehabilitation Center is proposing the implementation of a Nursing Assistant Mentor Pilot Program effective March 15, 2011. The purpose of this program is to provide more direct one-on-one orientation to newly-hired NARs.

This will be a voluntary program for interested NARs meeting the minimum qualifications listed below:

- Minimum of one (1) year experience working as a NAR at Chris Jensen LLC.
- Consistent demonstration of our core values of Hospitality, Stewardship, Integrity, Respect, and Humor.
- No disciplinary issues related to resident care, attendance (which includes tardiness), and/or behavioral concerns.
- Written recommendation from direct supervisor.
- Approval by Mentor Program Panel. (Mentor Program Panel members yet to be determined, but will include an NAR from the Mentoring Program).
  
- **Mentor Expectations:**
- Extend warmth and kindness to the new employee. Be a positive spokesperson for Chris Jensen.
- Work with the Orientee on the group they will have.
  - 1<sup>st</sup> Day - Orientee will observe the Mentor caring for the residents. Provide demonstrations on various lifts and procedures. Receive return demonstrations from Orientee. Assign one (1) resident to Orientee for ADLs, if appropriate.
  - 2<sup>nd</sup> Day - Orientee will work along side the mentor caring for the residents. Assign 2 - 3 residents to Orientee for ADLs, if appropriate.
  - 3<sup>rd</sup> Day - Assign Orientee 6 residents for ADLs and toileting/repositioning.
  - 4<sup>th</sup> Day and 5<sup>th</sup> Day - Orientee will work on their own caring for the residents in their group with the Mentor available for questions and assistance.
- Follow and complete the Orientation Check-List.
- Take the Orientee to lunch or arrange for a co-worker to do this if needed.
- If another Mentor is assigned on primary Mentor's day off, instruct the Orientee to provide replacement Mentor with the checklist for completion.
- Last day of orientation
  - Complete a Care Audit.
  - Coach the Orientee on areas that need improvement.
  - If Orientee needs another day of mentoring/orientation, notify Staff Development Nurse and Staffing Coordinator for approval/scheduling.
  - Turn in completed checklists to Staff Development Nurse.
  - Inform Staff Development Nurse of any concerns that need follow up.
- Check with the Orientee on a weekly basis to see how they are doing.
- Mentors will not be held responsible for actions and/or omissions by the Orientee.