

Collective Bargaining Agreement
between
Chris Jensen, LLC
and
**American Federation of State, County
and Municipal Employees,
Minnesota Council 5 Local No. 2512, AFL-CIO**

March 1, 2020 through February 28, 2023

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Preamble

Chris Jensen, LLC hereinafter referred to as the “Employer”, through its duly authorized representatives and AFSCME Council 5, hereinafter referred to as the “Union”, representing the employees covered by this agreement do hereby agree as to the terms and conditions of their employment.

Article 1: Recognition

The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all employees of Chris Jensen, LLC excluding supervisory and confidential employees.

Article 2: Accretion

In the event that the Employer creates a new non-supervisory, non-management, non-professional job classification, the Employer will provide notice to the Union, which shall include:

- The title of the job classification.
- A copy of the job description for the new job classification, if one has been completed.
- The Employer’s estimate as to the number of positions in the new job classification that it intends to fill as a starting point (and the total FTEs).
- The Employer’s position as to whether the position should or should not be included within the bargaining unit.

The Employer shall meet with the Union upon the Union’s request to discuss such new job classification. If the Union believes that the job classification should be included in the bargaining unit, but the Employer does not agree, then the Union shall have the right to submit the matter to the National Labor Relations Board for determination in accordance with the Agency’s normal procedures and applicable legal standards for making such determination.

Article 3: Potential Sale or Transfer of Facility

In the event that the Employer enters into discussions or negotiations with a different organization that might culminate in the sale or transfer of the facility, the Employer shall provide that organization with the following materials and information.

- The Employer shall notify that organization of the Union’s status and role as the representative of the bargaining unit of employees employed by the Employer.
- The Employer shall provide a copy of this collective bargaining agreement to that organization.
- The Employer will furnish that organization with the name and contact information for the AFSCME field representative currently assigned to the Employer.

Article 4: Union Security

Union Membership: It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become and remain members of the Union during the term of this

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.

C. The presence of the representative is not disruptive to the workplace.

Article 6: Union Activity

Conduct of Union Business: The Union agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this Agreement nor to prevent certain routine business such as posting of union notices and bulletins. Union Stewards shall be authorized to spend a reasonable amount of time investigating Employee grievances while on-duty without loss of pay. Time spent in the presentation of grievances shall not be deducted from the pay of Union Stewards, nor shall the time taken to give testimony at a grievance meeting by any Employee be deducted from that Employee's pay when such testimony is taken during the Employee's scheduled work hours. Such reasonable time shall not exceed one (1) hour per shift nor two (2) hours per week.

Union Orientation: The Union will be permitted fifteen (15) minutes time with new Employees during the Employee orientation program. The Union representative will not lose pay or time if already scheduled to work. The purpose of this meeting will be to afford the Union representative an opportunity to familiarize new Employees with the Union's role within the Facility and the bargaining unit agreement.

The Employer will inform the Union representative of the time and place for general orientation. The Union representative will conduct the Union orientation at the agreed upon time or arrange for another Union worksite leader to conduct the session.

Bulletin Board and Meeting Room: The Employer shall provide two (2) bulletin boards for the posting of Union notices and other related information. The Employer may grant use of facility space upon request of the Union demonstrating a Union need.

Union Leave: Any Employee who has successfully completed the probationary period will be considered for Union Leave to attend Union conferences, conventions, meetings, training or work with the Union. Any request for Union Leave shall be presented to the Employer no later than one (1) week prior to the schedule being posted unless otherwise approved by the Employer. The Employer shall not be responsible for any Employee's wages during Union Leave; however the Employee's seniority for all purposes under this Agreement shall continue to accrue as if the Employee had been working.

No Partnership or Joint Venture

Nothing contained herein is intended nor shall be construed as in any manner creating or establishing a relationship of co-partners or joint ventures between the parties hereto or as constituting the Union, its Officers, Employees or Agents as the agent, representative or employee of the Employer for any purpose or in any manner whatsoever.

Article 7: Equal Application/Discrimination

The parties to this Agreement agree that they shall not discriminate against any person and that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without

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.

On-Call Employee: An On-Call employee is a person who is not scheduled for any work, who may be called in from time to time to fill open shifts, and who may decline a call-in without penalty, except the person will be removed for the on-call list if he or she fails to work at least six (6) offered seven and one-half (7½) hour shifts in a calendar quarter. Except among themselves, on-call employees shall not be able to exercise their seniority for any purpose. Temporary, Casual, and On-Call Employees shall not be used to displace regular Employees.

Working Out of Class: The hours that a Regular Full-Time, Regular Part-time or Casual Employee temporarily works in a management position will not affect the employee's seniority status. 'Temporarily' means not to exceed ninety (90) days. At the end of the temporary assignment, the employee will be returned to his or her previous bargaining unit position, if available. If circumstances permit, the Employer shall post notice of such a temporary assignment for seven (7) days, during which time bargaining unit employees may indicate their interest.

Article 11: Probationary Period

All newly hired employees shall serve a probationary period of six (6) months from date of hire. Any absences of longer than two consecutive weeks in duration are not counted as part of the probationary period. Probationary employees may be discharged without recourse to the grievance procedure. Probationary employees shall be entitled to Union representation on all other matters. Continued service beyond the specified probationary period shall be deemed evidence of satisfactory completion of the probation.

Article 12: Work Week / Work Day

Section 1. The normal workday shall be seven and one half (7½) hours and, except where special schedules are in effect, the normal workweek shall begin at 12:00:01 AM Friday and end at 12:00 midnight Thursday, with thirty seven and one-half (37½) hours in the normal work week.

Bid Shift: A regular set of consistent shifts which may include days, afternoons, and/or nights and a regular set of calendar days shall constitute a bid shift.

All open shifts will be posted by the Employer by Friday when the schedule is posted. Open shifts will remain posted until the following Tuesday. All Employees are asked to sign up for desired shifts within this posting period. For purposes of filling a shift on a straight-time basis, shifts will be assigned according to job classification seniority, i.e. the most senior employee in the job classification signing up for the shift on a straight time basis will be assigned the shift. Second, shifts not signed up for, shall be assigned on a straight time basis in reverse job classification seniority order to employees not holding bid shifts and to employees who have advised the Employer in writing, on a form to be provided by the Employer, of their willingness to work the shift(s).

Work Schedules for all regular full-time and part-time employees shall be posted on Friday. Continuous work within a classification on regular shift within a department shall, after three (3) consecutive months, result in the employee's assumption of such bid shift, at the employee's option, unless the employee is replacing a regular employee on an approved leave of absence.

For seven and one half (7½) hour employees, the annual work year shall be one thousand nine hundred fifty (1,950) hours.

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.

Section 5. In the event that an employee calls-in absent for a weekend shift, the Employer may schedule or assign the employee to work a make-up weekend shift, even if the employee is already scheduled off work for that weekend shift according to the posted schedule. For purposes of this section, a weekend shift shall mean a day or evening shift commencing on Saturday or Sunday, or a night shift commencing on Friday night or Saturday night.

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 "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: In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/hours to be reduced in a job classification. Layoffs and permanent reductions in hours shall be made in reverse order of facility seniority amongst the employees in the job classification, except that special capabilities may be considered for positions requiring special skills.

An employee who is subject to layoff cannot bump an employee out of a position in a different job classification.

Employees shall be recalled in reverse order of layoff, provided that the senior employee to be recalled is presently qualified to perform all aspects of the job. An employee shall only be eligible for recall to a position in the same job classification from which the employee was laid-off. An employee shall retain recall rights for the defined period as stipulated by Article 13, Section 4, paragraph 7, of this Agreement. Employees will be given one (1) week notice via certified mail of recall to last known address.

The Employer shall give employees two (2) weeks' written individual notice prior to layoffs.

An employee who is about to be affected by a layoff, or an employee on layoff (within the period of his/her recall rights), may apply for a posted open position in another job classification covered by this Agreement.

Section 4. Loss of Seniority: Seniority and the employment relationship shall be broken and terminates if an employee:

1. Quits by written resignation to the Employer; or
2. Is discharged for just cause; or
3. Is absent from work for two (2) scheduled working days without notification to the Employer within a five (5) year period from the date of the initial infraction, and fails to present a reason acceptable to the Employer; or
4. Fails to report to work within five (5) days or fourteen (14) days if the employee within fourteen (14) days if the employee secured other employment during layoff after having been recalled from layoff, unless an extension is granted by the Employer; or
5. Is on a leave of absence for personal or health reasons and is physically able to return to work but accepts other employment without permission; or
6. Is retired from the facility after November 1, 2009; or
7. Performs no work for twelve (12) 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.

As provided herein, the Employee shall be entitled to the pay rate for the position he or she is promoted or transferred to effective the date the Employee performs the function of the new position, unless the Employee returns to his or her former position.

The six-month limitation set forth in the Job Posting Article 14 above shall apply even where the employee returns to his/her former position under the terms set forth in this Article. The six-month period starts at the time of the employee's movement to the new classification (not the time at which the employee returns-back to his/her old position).

Article 16: Pay Period

All Employees shall be paid every other Friday for the previous pay period. If payday falls on a holiday, Employees will be paid on the preceding workday. The remittance advice shall accurately indicate regular hours worked, the Employee's rate of pay, overtime hours worked and all deductions made including paid time off, within the limits of the automated payroll system.

Employer payroll errors will be corrected within two business days upon notification by the Employee. For any Employer payroll errors resulting in a shortage in pay of \$25 or more, an off-cycle check will be issued to the Employee. If it is necessary for the check to be mailed it will be mailed overnight to the address designated by the Employee.

Article 17: Tools and Uniforms

Upon completion of the employee's probationary period, the Employer will reimburse employees required to wear uniforms according to the employee status listed below:

Regular Full-Time – \$100 reimbursement in the calendar year.

Regular Part-Time – \$60 reimbursement in the calendar year.

Regular Full-Time and Regular Part-Time have the meanings set forth in Article 10 of this Agreement.

Tools required for work will be provided by facility.

Article 18: Safety and Safety Equipment

Section 1. Both the Employer and the Union agree to responsibility for cooperative enforcement of safety rules and regulations.

Section 2. The Safety Committee shall include representatives from both the Employer and the Union and whomever else the Employer shall designate.

Section 3. Written complaints to the Safety Committee of unsafe or unhealthy conditions in violation of accepted safety and health policies will be corrected within a reasonable time period in accordance with a plan developed in consultation with the Safety Committee.

Section 4. Eyeglasses. Safety glasses where required shall be furnished by the Employer.

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 38, 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.

Employees working a majority of their shift between the hours of 10:00PM and 5:00 AM shall, in addition to their regular rate of pay, receive a shift differential equal to thirty-five cents (35¢) per hour for each hour worked during such shift.

The Dietary Services Director will designate one on-duty cook to serve as lead cook while the Dietary Services Director is going to be absent from the community for a shift. There shall be no more than one cook serving as lead cook at any particular time. The Dietary Services Director may in his/her discretion grant advance approval for one cook, as designated by the Dietary Services Director, to serve as lead cook even though the Dietary Services Director is on-site. For each hour worked while designated by the Dietary Services Director as lead cook, the employee shall receive a differential of one dollar (\$1.00) per hour. Designated lead cooks shall perform regular cook duties and additional duties including but not limited to ordering supplies, assigning duties, and scheduling. The performance by a cook of one or more of these or other duties normally associated with a lead person shall not by itself entitle a cook to receive the \$1.00 differential. In order to receive the \$1.00 differential, the cook must be actually designated by the Dietary Services Director as lead cook as set forth in this Article.

The Employer will pay a \$1.00 per hour differential to the one Cook who is working in the role or function of the A.M. Cook. This differential shall only be paid on hours worked, and only to the one Cook who is working as A.M cook for the day shift that day.

Article 22: Call Back

Section 1. This Article 22, Section 1, shall not apply to Maintenance Technicians. All employees who have completed their daily shift and have returned home and are called back to return to work before the beginning of the next daily shift shall be termed as an emergency call out and shall be paid at the minimum rate of three (3) hours at time and one-half (1½) the employee's basic hourly rate of pay for each such call back. Call back hours not worked shall not be credited as "hours worked" in the calculation of total work day/work week hours for overtime computation.

Section 2. This Article 22, Section 2, shall not apply to Maintenance Technicians. Section 1 of this Article shall not apply to within a four (4) hour period immediately preceding the regular starting time. All employees required to come on duty within this four (4) hour period shall be allowed time and one-half (1½) hours. An employee who reports to work within this four (4) hour period shall be allowed to work his/her normal work shift. There will be no pyramiding of overtime hours.

Section 3. If the Employer assigns Maintenance Technicians to be on-call, it will provide on-call pay in the amount of seventy-five dollars (\$75.00) for the one-week period during which the employee is assigned to be on-call. On-call hours shall not count as hours worked for purposes of calculating overtime. For those occasions when the on-call Maintenance Technician needs to report to the facility, there is a requirement for a one-hour response time. When an on-call Maintenance Technician is actually called to the facility, the employee shall clock-in upon the employee's arrival and commencement of work and will clock-out upon completing the work in response to the call. The employee will be paid his regular straight time hourly wage rate only for those hours actually worked between clocking-in and clocking-out. (However, the employee will be paid at time and one-half the employee's regular straight time hourly wage rate for overtime hours worked pursuant to the Fair Labor Standards Act, but there shall be no pyramiding of overtime.) The manager of the Maintenance Technicians may partake in on-call, but this is not required.

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.

Section 4. Employees who were originally scheduled to work seven or more hours, but were required to work four or more hours longer than their originally-scheduled shift, will receive a free meal from the Dietary department while open that day, if they request it.

Article 24: Staffing Adjustments

Section 1. Staffing adjustments due to low census and/or acuity levels will occur in accordance with the terms of this Article.

Section 2. This Section 2 shall apply to staffing adjustments that are made prior to or at the beginning of the shift (*i.e.*, within sixty (60) minutes after the shift has started).

- (1) Employees currently working overtime status will first be required to leave. The Employer may in its discretion waive this and skip to paragraph (2) immediately below.
- (2) In the Nursing department, the Employer will then offer to employees on the affected resident care unit, based on job classification seniority, to take time off. If additional reductions in the nursing department are necessary, the Employer will next offer to 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 then offer to employees in the department, based on job classification seniority, to take time off.
- (3) If additional reductions are necessary, such reductions will occur as follows. In the nursing department, such reductions shall be made on a rotating basis in reverse order of job classification seniority on that shift across all resident care units. In all other departments, such reductions shall be made on a rotating basis in reverse order of job classification seniority in that department on that shift.

In all departments (the Nursing department and all other departments), when an Employee volunteers to take time off, his or her name will be removed from the rotation used for required reductions.

Employees who take time off under paragraph (2) or paragraph (3) of this Section 2, either voluntarily or assigned, will be allowed to receive paid time off (PTO) for the remainder of their regular hours for that shift not worked or receive two hours pay or two hours of PTO accrual in addition to the hours worked for that shift. (None of these options is available to an employee currently working overtime who is required to leave under paragraph (1) of this Section 2.)

Section 3. This Section 3 shall apply to staffing adjustments that are made following the start of a shift (*i.e.*, more than sixty (60) minutes after the start time for the shift).

- (1) The Employer may in its discretion first ask employees currently working on overtime status if they would like to take time off. If the employee agrees to take time off, it will be on an unpaid basis; the employee cannot use PTO.
- (2) In the Nursing department, the Employer will offer to employees on the affected resident care unit, based on job classification seniority, to take time off. If additional reductions in the nursing department are necessary, the Employer will next offer to 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.

If such employee is required to work on such a holiday, the employee shall be considered working overtime and compensated accordingly as provided in Article 23 in addition to holiday pay.

Employees shall be paid one and one-half (1½) times their regular rate for all hours worked over seven-and one-half (7½) hours on a holiday.

Section 3. An employee whose normal work week regularly includes Saturdays and Sundays who is required to work on any of the holidays described in Section 1, above shall be considered working overtime and compensated accordingly as provided in Article 23 in addition to holiday pay. The employee shall be paid one and one-half (1½) times the straight time rate for all hours worked over seven and one-half (7½) hours on a holiday, if a holiday falls on the employee's normal day off and the employee does not actually work on the holiday, the employee shall receive an additional day's pay at the employee's straight time rate.

Section 4. *[Reserved for future use.]*

Section 5. Part-time Employees. Part-time employees shall receive holidays, including floating holidays on a pro-rated basis. The proration for holidays shall be computed by dividing the first one thousand (1,000) hours worked by the number of pay periods to determine the average hours worked per pay period. The average hours worked per pay period will then be divided by seventy-five (75) to determine the percentage of proration for the remainder of the calendar year. Annually thereafter, straight time hours worked in the preceding year will be divided by one thousand nine hundred fifty (1950) to determine the percentage of proration.

Section 6. To be eligible to receive a paid holiday, an eligible employee must be in payroll status on the normal scheduled work day immediately preceding and the normal scheduled work day immediately following the holiday(s). Payroll status shall be defined as when actually working or on paid leave of absence. If scheduled on a holiday, an employee must work the holiday to be eligible for holiday pay.

Section 7. Holiday work shall be assigned from an employee sign-up sheet according to seniority by classification and by department. Employees who wish to work holidays must fill out the sign-up sheet. When not enough employees have signed up for holiday work, employees will be assigned in reverse seniority. Sign-up sheets will be posted at each work station four weeks prior to the posting of the work schedule for a two (2) week period.

Section 8. An employee shall be entitled to be off one (1) of the major holidays each calendar year. Thanksgiving, New Years Day, and Christmas Day are the major holidays. An employee shall be entitled to be off one (1) of the following holidays each calendar year: Memorial Day, Independence Day, Labor Day.

Section 9. When an employee calls in on sick leave on a scheduled holiday, the holiday shall be filled in accordance to Article 23.

Section 10. There shall be no pyramiding of overtime hours. Only the highest overtime pay may be assigned to any given shift.

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.

Scheduled PTO may be taken in increments of thirty (30) minutes or more, not to exceed the Employee’s regularly scheduled work day.

PTO shall not be earned for any period of unpaid absence, including absences while out under Worker’s Compensation benefits.

An employee (other than a Registered Nurse - Floor, a Licensed Practical Nurse - LPN, or an MDS Coordinator) who wishes to resign shall give the Employer at least 14 calendar days' notice, in writing, of intention to separate from employment. A Registered Nurse - Floor, a Licensed Practical Nurse - LPN, or an MDS Coordinator who wishes to resign shall give the Employer at least 30 calendar days' notice, in writing, of intention to separate from employment. An employee who fails to provide the full written notice required by this Article, or who separates from employment involuntarily, shall not receive payout of any unused accrued PTO hours.

In case of death of any employee, any unused accrued PTO hours shall be paid to his/her heirs or estate.

Employees may cash out accrued PTO once each calendar year provided a minimum balance of forty (40) hours is maintained and the request is made in writing to Human Resources.

Article 28: Personal Disability Leave

Section 1. Paid Disability Leave functions as a short term disability plan providing income for time lost due to an illness/disability for oneself or a dependent child. PDL may be used after the employee has missed four (4) consecutive days of scheduled work. The first four (4) days of an illness/disability must be paid from the employee's PTO account prior to accessing PDL. Eligible employees accrue PDL based upon compensated hours. Full Time employees working 75 or more hours per pay period will accrue 60 hours per year. Accrual is pro-rated for Regular Part Time employees with an authorized FTE status (bid) of between 37.5 and 74.9 hours per pay period. Effective March 4, 2016, employees with an authorized FTE status (bid) of less than 37.5 hours per pay period are not eligible to accrue PDL.

For eligible employees, PDL accrues from the first day of employment and is considered "earned" and made available for use only after successful completion of the probationary period.

Full Time PDL Accrual Per Year	Accrual Rate	Maximum PDL Accrual Hours
60 Hours (8 days)	.03077	225

Section 2. Should an employee be absent from work for more than three (3) consecutive scheduled work days due to the illness/disability of self or a dependent child, contact must be made with Human Resources/Payroll and the employee's manager to notify them of continued absence.

Section 3. An employee is expected to provide a "return-to-work" certification from a medical provider should his/her/dependent child's illness/disability extend more than three (3) consecutive work days.

Section 4. PDL may accumulate to a maximum of 225 hours. Once the maximum accrual is reached, no further accrual will occur. Employees are not compensated for hours in excess of their PDL balance.

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.

For 2020, the Employer is making health insurance coverage available effective the first of the month thirty (30) days following date of hire for those employees who are eligible. In the event that the Employer determines to, in the future, make coverage available effective the first of the month sixty (60) days following date of hire for those employees who are eligible, it will notify the Union.

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.

Article 30: Retirement Savings Plan

Employees eighteen (18) years of age and who have completed three months of service are eligible to enroll in the Chris Jensen Health & Rehabilitation Center Retirement Savings Plan. Employees have the choice of making traditional pre-tax salary reductions, Roth Post-Tax salary reductions or a combination of both. Entry dates are the beginning of each plan quarter, after having met eligibility requirements. This is a 401 (k) plan and enrollment is voluntary.

Article 31: Leaves of Absence

Section 1. Federal or State Mandated Leaves of Absence. The Employer will comply with all Federal and State Mandated Leaves of Absence in accordance with the applicable Federal and/or State Regulations.

Section 2. Personal Leave. An Employee who has completed the probationary period may be considered for a personal leave of absence. A personal leave of absence is defined as a leave of absence that does not qualify for protected time off under Federal or State Regulations. Any request for personal leave of absence shall be in writing and shall be presented to the Employer as far in advance of the requested leave as possible. The grant of a personal leave of absence shall be without loss of seniority and for not more than thirty (30) days. A personal leave can be extended by mutual agreement between the Employee and the Employer. The Employer shall have sole discretion to grant or deny such leave. The Employer shall indicate in writing approval or denial of the request. Any accrued PTO time must be exhausted prior to the Employee being placed in an unpaid status.

- a) **Benefits while on Personal Leave.** Employee premium contributions, if any, are due to the Employer on the same schedule as the deduction would have been taken if the employee is in an unpaid status. Medical, dental and life insurance coverage will end the end of the month following thirty (30) days of an approved personal leave of absence. Employee may continue benefit coverage under COBRA provisions.

Section 3. Bereavement Leave. Full-time employees will receive up to three (3) consecutive scheduled work-days paid bereavement days for the death of an immediate family member. Immediate family member is defined as current spouse, children, step-children, parent, step-parent, sibling, equivalent in-laws, domestic partner, grandparent and grandchildren. Employees are eligible for paid bereavement leave upon completion of their initial probationary period. Regular part-time employees shall receive up to three (3) consecutive calendar days for the death of an immediate family member. Part-time employees will be paid for all scheduled work shifts missed during that three (3) day window. Bereavement pay will not be paid in advance nor will it be paid in addition to other pay for the same day. In the event that the employee desires one or two additional days off-work for the death of an immediate family member, the employee may submit a PTO request for the one or two days, and management will give consideration to the PTO request even though it is received on short notice.

Article 32: Jury Duty

Employees will receive the difference between their regular rate of pay and pay received for jury duty from the Court for any scheduled hours spent on jury duty up to one hundred and twelve (112) 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.

Section 4. Employee Participation in Grievance Procedure: All bargaining unit employees participating in formal grievance resolution procedures, i.e., grievance step meetings and arbitration hearings, are required to notify their immediate supervisor of their need to attend scheduled grievance procedure meetings that are during their shift as soon as practicable once the Employee becomes aware of the need to attend the meeting. The Employee shall not lose time or pay as a result of their participation in formal grievance resolution procedure meetings.

Section 5. Steps in Procedure:

Step 1. The employee (with or without a union steward) will informally discuss the grievance with the applicable supervisor or manager. In the event of a grievance, the employee shall perform his or her immediate assigned work task, if any, and grieve the dispute later, unless his/her health or safety is endangered.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the factual basis for the alleged violation of this Agreement, shall identify the specific contractual provisions allegedly breached, and shall describe the remedy sought. The written grievance must be submitted to the Human Resources Director (or expressly identified designee) within fourteen (14) calendar days following the date of occurrence.

Within fourteen (14) days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. Within ten (10) days following the Step 2 meeting, the Employer shall send the Union a written response to such meeting.

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within fourteen (14) calendar days following the Union's receipt of the Employer's Step 2 answer.

Section 6. Arbitration:

1. **Arbitrator:** The Arbitrator shall be selected from a panel of outside, impartial, independent arbitrators selected from a list of nine (9) names provided by the Federal Mediation and Conciliation Service (FMCS). Upon receipt of such panel, the Employer and the Union or their representatives, shall alternately strike names, until only one (1) name remains. A flip of the coin shall determine which party shall have the last strike.
2. **Arbitration Hearing:** The parties shall attempt to agree in advance upon procedures to be used at the hearing. As to procedures not agreed upon in advance by the parties, the discretion of the Arbitrator as to the conduct of the hearing shall control. The parties shall attempt to agree in advance on stipulated facts and issues to be used as well as procedures to be followed at the hearing. The Arbitrator selected or appointed shall meet with the parties at the earliest mutually agreeable date to review

the evidence and hear testimony. The Arbitrator shall make a decision on the grievance which shall be final and binding on both parties. The decision shall be submitted in writing as soon as possible after the completion of the hearing.

3. **Costs:** The fees and expenses of the arbitrator shall be borne equally by the Union and the Employer. All other expenses incurred shall be paid by the party incurring them. Each party shall bear the costs of its attorneys' fees. Either party may request a transcript; however, no party shall be required to order or pay for a copy of the transcript.
4. **Decision of the Arbitrator:** The jurisdiction and authority of the arbitrator shall be confined exclusively to the interpretation of the explicit provision(s) of the Agreement at issue between the Union and the Employer. The arbitrator shall not have the power to add to, ignore or modify any terms and conditions of this Agreement.

Article 36: Separability

Should any of the provisions of this Agreement be found to be in violation of any law, its status will not affect any other provisions of the Agreement and they remain in full force and effect for the duration of this Agreement.

Article 37: Miscellaneous

Section 1. Hiring and Referral Bonuses. The Employer may, from time to time, implement in its discretion a hiring bonus program and/or a referral bonus program which the Employer shall select and on such terms as the Employer will determine. The Employer may modify or eliminate any such hiring or referral bonus program in its discretion. The Employer will notify the Union if it intends to discontinue the hiring bonus program and/or the referral bonus program, or upon reinstituting such program if discontinued. The amount of notice prior to discontinuance or reinstitution will be reasonable in light of the circumstances, with it being understood that there very well might be urgency to the situation.

Section 2. The Employer may, from time to time, in its discretion offer employees an incentive to pick-up extra shifts. In the event that the Employer chooses to offer some incentive(s), the Employer shall in its discretion determine the terms, including, for example, the qualifying shift(s) or circumstances in which the incentive(s) will be offered, the nature of the available incentive(s), applicable amount(s), requirements to be met, and conditions for employees to be eligible for and to receive the incentive(s).

The Employer will share with the local union President a copy of the posting or communication intended for employees announcing new or updated terms prior to posting it for or furnishing it to employees.

Article 38: Term

The Agreement shall continue in full force and effect from March 1, 2020 through February 28, 2023, and from year to year thereafter unless either party hereto shall give written notice to the other on or before ninety (90) days prior to the expiration date. This Agreement shall be reopened

effective March 1, 2021, for the purpose of negotiating wages only. This Agreement shall be reopened effective March 1, 2022, for the purpose of negotiating wages only. Upon the reopener effective 3/1/2021, and upon the reopener effective 3/1/2022, all other provisions of this Agreement shall remain in full force and effect.

CHRIS JENSEN, LLC

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

By _____
Executive Director Date

By _____
President, Local 2512 Date

By _____
Regional Director, Council 5 Date

By _____
Field Representative Date

Appendix A – Wage Scale

Effective 3/1/2020										
Job Title	Hourly Wage Start	Hourly Wage 6 Months	Hourly Wage 1 Year	Hourly Wage 3 Years	Hourly Wage 5 Years	Hourly Wage 7 Years	Hourly Wage 10 Years	Hourly Wage 15 Years	Hourly Wage 20 Years	Hourly Wage 25 Years
Activities Aide	13.16	13.16	13.73	14.30	14.88	15.42	15.74	16.20	16.20	16.37
Cook	13.92	13.92	14.31	14.60	15.18	15.74	16.33	17.10	17.10	17.26
Central Supply Resource Clerk - CSR	13.43	13.43	13.73	14.30	14.88	15.42	16.00	16.47	16.47	16.64
Dietary Aide	12.16	12.16	12.73	13.33	13.91	14.51	15.09	15.59	15.59	15.74
Environmental Services	12.16	12.16	12.73	13.33	13.91	14.51	15.09	15.59	15.59	15.74
Health Unit Coordinator - HUC	13.65	13.65	13.92	14.52	15.11	15.67	16.26	16.73	16.73	16.89
Licensed Practical Nurse - LPN	21.50	22.00	22.44	22.89	23.35	23.86	24.75	25.60	25.60	25.86
Nursing Assistant - NA/R	16.30	16.60	16.93	17.09	17.43	17.79	18.63	18.91	19.50	19.70
Registered Nurse - Floor	30.50	31.00	31.62	32.25	33.26	34.68	35.82	36.73	36.73	37.10
Maintenance Technician	18.75	18.75	19.03	19.34	19.90	20.50	21.07	21.93	21.93	22.14
A/R Specialist	16.43	16.43	16.73	17.33	17.88	18.46	19.03	19.61	19.61	19.82
HR/Payroll Specialist	16.19	16.19	16.47	17.07	17.63	18.18	18.76	19.34	19.34	19.53
Receptionist	12.87	12.87	13.43	14.01	14.59	15.15	15.74	16.19	16.19	16.36
MDS Coordinator	30.75	30.75	31.73	32.23	33.80	35.19	36.04	36.38	36.38	36.38
Activities/Volunteer Assistant	14.59	14.59	14.88	15.74	16.16	16.67	16.77	17.85	17.85	18.02
Care Assistant	11.69	11.69	12.24	12.82	13.36	13.95	14.50	14.98	14.98	15.13

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 (TA) 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. 1

The contract negotiated in 2012 resulted in a new Job Classification seniority system. Within sixty (60) days after ratification of that contract, the Employer shall post (with a copy to the Union) the new Job Classification seniority lists. Employees shall have thirty (30) days after the posting to challenge their placement on the lists. Thereafter, the lists shall be final, subject only to any timely-filed and unresolved challenges.

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

LETTER OF UNDERSTANDING [On-Call HUCs]

The parties hereby agree to this Letter of Understanding (LOU).

A Health Unit Coordinator – HUC who is assigned or scheduled to be on-call for the weekend shall be paid fifty dollars (\$50) for the weekend period during which the employee is assigned or scheduled to be on-call.

On-call hours shall not count as hours worked for purposes of calculating overtime.

When an on-call HUC is actually called into work, the employee shall be paid his/her regular straight time hourly wage rate for those hours actually worked between clocking-in and clocking-out. However, the employee will be paid at time and one-half the employee's regular rate of pay for overtime hours worked under the Fair Labor Standards Act (FLSA). There shall be no duplication or pyramiding of overtime.

Nothing in this LOU or the parties' collective bargaining agreement shall be construed to prohibit the manager from sharing in the on-call rotation, but this is not required.

Article 22, Section 1, of the collective bargaining agreement shall not apply to a HUC who is assigned or scheduled to be on-call for the weekend. Article 22, Section 2, of the collective bargaining agreement shall not apply to a HUC who is assigned or scheduled to be on-call for the weekend.

This LOU shall expire at 11:59 p.m. on February 28, 2023.

CHRIS JENSEN, LLC

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

By _____
Date

By _____
Date

NURSING ASSISTANT MENTOR PILOT PROGRAM

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.
 - 1st 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.
 - 2nd Day - Orientee will work along side the mentor caring for the residents. Assign 2 – 3 residents to Orientee for ADLs, if appropriate.
 - 3rd Day – Assign Orientee 6 residents for ADLs and toileting/repositioning.
 - 4th Day and 5th 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.

Chris Jensen Health & Rehabilitation Center, with input from the Mentors, will evaluate the Nurse Assistant Mentoring Program for effectiveness of desired outcomes and determine whether or not to continue with the program as is, make adjustments to the program, and/or discontinue the program. Chris Jensen Health & Rehabilitation Center has the discretion to discontinue the program at any time.

Proposal: Chris Jensen Health & Rehabilitation Center would provide an additional one dollar (\$1.00) per hour for hours worked while mentoring. Mentors would also be eligible to receive a twenty-five dollar (\$25.00) bonus if their mentee is still employed six (6) months following their date of hire and an additional fifty dollar (\$50.00) bonus if mentee is still employed one (1) year following their date of hire.

If two (2) people mentor one person, the mentor who mentored more hours would get the bonus.

Signed and dated for Chris Jensen LLC

Colleen Conley 3/28/11

Signed and dated for AFSCME

Lashon E. Wiggins 3/28/11

Michelle Matten 3/28/11

Orlene J. [Signature]