Saint Marys Hospital

Proposal

This is a package proposal. The proposal is submitted with the understanding that it is a tentative proposal made in an effort to reach an agreement on all issues. This is a package proposal and each item in the proposal is conditioned on acceptance of this proposal in its entirety. Any proposal withdrawn, deleted, or modified will be done so without prejudice. The Hospital reserves the right to add to, subtract from, amend or otherwise change its proposals.

Proposal 1

Tuesday, March 10, 2015
AGREEMENT
(Lines 2-4)
1) THIS AGREEMENT made the 18th day of May 2012, by and between SAINT MARYS HOSPITAL, hereinafter referred to as "THE EMPLOYER" and SEIU HEALTHCARE MN, hereinafter referred to as "THE UNION."

ARTICLE I, RECOGNITION
(Section 1, lines 15-19)
2) THE EMPLOYER hereby recognizes THE UNION as the sole and exclusive bargaining representative under the labor laws applicable to THE EMPLOYER with respect to the employees in the job classifications listed on Wage Schedule attached hereto, except Sisters, doctors, fellows, student workers, and persons hired by the Hospital not to exceed ninety (90) days for absence relief. Temporary staff may also be used for additional hours and overtime hours.

(Section 1, line 20)
3) "Student worker" shall be defined as a person attending high school or a post-secondary institution.

(Section 1, lines 25-26)
4) A temporary position shall not exceed six (6) twelve (12) months in duration unless an extension is agreed upon by the Hospital and THE UNION.

ARTICLE II, UNION SECURITY
(Section 2, lines 37-40)
5) All employees covered by this agreement shall, not later than sixty (60) one hundred twenty (120) days after the date of hiring, become members of THE UNION, as defined in this contract, and remain members of THE UNION, as defined in this contract, during the life of this agreement as a condition of continued employment.

(Section 3, lines 46-50)
6) Under the terms of this contract all new employees are required to become members of this UNION, as defined in the contract, within sixty (60) one hundred twenty (120) days after being employed, by payment of the standard initiation fee and standard regular monthly dues of THE UNION, and are required to remain members as provided in said contract for the remainder of the contract.

ARTICLE III, SENIORITY
(Section 2, lines 116-117)
7) In connection with promotions and transfers, preference is to be accorded seniority provided training and experience indicates sufficient ability to perform qualifications are equal. No employee with current corrective action on file shall be eligible for a promotion or transfer.
(Section 2, lines 136-137)
8) An employee need not be considered for a posted vacancy until after the employee has completed at least one (1) two (2) years of employment.

(Section 2, lines 141-145)
9) When an employee transfers between assignments, (s)he must remain in that assignment for a period of six (6) months twelve (12) months in every department with the exception of the Department of Surgical Services which will be twelve (12) months twenty four (24) months. These restrictions do not apply when the move would result in a change in FTE or a change in start and stop time.

(Section 2, lines 148-150)
10) An applicant may decline the awarded position within 24 hours of acceptance of prior to working a shift in the new classification or assignment in which case the position shall be awarded to the next most senior employee who bid on that position at the time of the original opening.

(Section 9, lines 199-208)
11) Employees hired into a classification, shall not become permanent nor shall they acquire seniority until they have been employed sixty (60) one hundred twenty (120) days in the classification. Employees kept on after the sixty (60) one hundred twenty (120) day period shall acquire seniority as of the date they were employed unless the sixty (60) one hundred twenty (120) day period is extended by agreement between THE EMPLOYER and THE UNION. Discharge of newly hired employees within such sixty (60) one hundred twenty (120) day period need not be the subject of grievance procedure or arbitration.

A ninety (90) one hundred twenty (120) day period shall be applied for employees hired into the Certified Surgical Technologist classification. However, employees shall be covered by all provisions of this agreement after sixty (60) one hundred twenty (120) days except that discharge within such ninety (90) one hundred twenty (120) day period need not be for cause and may not be the subject of the grievance procedure or arbitration.

(Section 11, lines 222-225)
12) Saint Marys Hospital may float SEIU bargaining unit employees to/from Rochester Methodist Hospital for workload or absence relief and the employees shall have a seniority date of hire based on their present seniority date. THE EMPLOYER agrees to pay the float employee the greater job class wage rate of the two hospitals.

(Section 12, lines 235-237)
13) Any bargaining unit employee currently in the Department of Food Service who has had previous high school or post-secondary education service will have that service credited towards Union seniority provided that service has been continuous.
ARTICLE IV, GRIEVANCE PROCEDURE
(Section 2, lines 249-251)
14) STEP 1. The employee, the shop steward and/or Union Representative, the employee's supervisor, and HR Partner for the business unit shall attempt to settle the grievance. If the employee so desires, Step 1 may be waived.

ARTICLE V, UNION REPRESENTATION
(Section 1, lines 334-337)
15) Prior to visiting the Hospital premises, THE UNION representative must first notify the Human Resources representative of the purpose for the visit. A twenty-four seventy-two hour advance notice shall be given when possible.

(Section 2, lines 364-366)
16) Union Stewards will attempt to may conduct Union business during breaks or lunches, but if this is not possible, the Steward shall be allowed reasonable time to conduct union business during work time or other non-working time.

ARTICLE VII, DISCIPLINARY ACTION
(Section D, lines 401-403)
17) Copies of all written notices that are given to the employee shall be sent to THE UNION Office. If such notice and copy is not sent, such unsatisfactory conduct shall not be a basis for disciplinary action or discharge.

ARTICLE X, STRIKES AND LOCKOUTS
(Section 1, lines 486-489)
18) The Supplemental Agreement now existing will remain in force until December 31, 2015 2018, and will control in a collective bargaining impasse concerning terms of a new contract unless the parties mutually agree to a change in the pertinent language used in the Supplemental Agreement.

ARTICLE XI, HOURS OF WORK: SCHEDULE
(Section 1, line 497-506)
19) Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one work day or in excess of forty (40) in any one work week but not both or employees may be paid overtime for eight (8) hours in one (1) day and eighty (80) hours in a pay period. If the Hospital implements 10- or 12- hour shifts within the Departments of Materials Management, Nursing Services, or Surgical Services, overtime will be paid for hours in excess of shift lengths, or for hours over 40 hours in a week. If the Hospital requires an employee to work on the sixth day in a work week, time and one-half will be paid. Double time shall be paid for all hours worked on the seventh day of work in any one work week. For purposes of overtime, the sixth and seventh chronological days in the work week shall be considered the days to be paid at the premium rate.
(Section 2, lines 514-517)
20) Such schedules and employee scheduled days off shall not be changed except in emergency. If the Hospital requires an employee to work on the eighth consecutive day or any succeeding consecutive days, the employee will be paid at double time.

(Section 2, lines 519-521)
21) Employees scheduled to work two (2) weekends out of four (4) will do so on an every-other-weekend basis. In the Department of Food Service, employees regularly scheduled less than sixty (60) hours a pay period may be scheduled to work every weekend.

(Section 3, lines 526-530)
22) Each employee regularly scheduled sixty (60) hours or more a pay period who is called to work outside of his/her regular working hours shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work. However, In the event the employee is called to work a scheduled shift of less than four (4) hours the employee will be paid only for length of that shift.

(Section 4, lines 533-537)
23) In all instances, THE EMPLOYER shall have the right to determine shift lengths, and whether or not overtime is to be worked, and discretion as to how overtime is to be distributed amongst employees. Specifically, THE EMPLOYER shall have the right to assign work to the employee(s) on the next shift, rather than have work completed by the employee(s) on the earlier shift on an overtime basis.

(Section 4, parts (b), (c) and (e)
24) Delete parts (b), (c) and (e) on pages 23-25 and rename remaining parts accordingly.

(Section 9, lines 580-582)
25) Departments that schedule employees to be "on call" shall offer the on call to employees based on seniority based on department policy. If on call is refused, the least senior person on the list must accept the on call.

(Section 11, lines 590-594)
26) Additional hours, not overtime hours, for staff not working full time will be offered on the basis of seniority for absences scheduled prior to the schedule being posted. Unscheduled absences with less than 72 hours notice will not require the Hospital to offer on the basis of seniority. However, if a more senior employee has expressed an interest in additional hours, they must be offered and must accept the additional hours.
Nothing in the section shall restrict the right of the Hospital to determine whether additional hours are to be worked. In the event an error is made in the distribution of overtime or additional hours, the affected employees will be offered the opportunity to work extra hours to make up the loss of wages.

**ARTICLE XII, LEAVES OF ABSENCE**  
(Section 4, lines 688-694)

28) Employees shall be granted time off for the purpose of negotiating a collective bargaining agreement with THE EMPLOYER, shop stewards, training, Union conventions and Union business. A limited number of employees will be granted time off so as not to unduly interfere with the operations of the department. THE EMPLOYER will be provided a minimum of fifteen (15) days advance notice for the purpose of negotiating a collective bargaining agreement with THE EMPLOYER, and six (6) days advance notice whenever possible for the other events listed above.

**ARTICLE XIV, PAID TIME OFF (PTO)**  
(Section 6, lines 740-743)

29) A PTO call shall be posted from February 1 to February 15 for the vacation year of April 1 through March 31 upon which employees shall select their PTO periods in order of seniority. In the alternative, a department may divide the PTO call into three one-week postings according to seniority. In the department of Environmental Services, PTO will be granted according to seniority on a work unit basis.

**ARTICLE XV, JURY PAY**  
(Section 1, lines 760-762)

30) No employee shall be required to perform work for THE EMPLOYER during any 24-hour period (11:00 p.m. to 11:00 p.m.) during which the employee is required to be present serve at least four (4) hours for petit or general jury service.

**ARTICLE XVII, SHORT-TERM DISABILITY**  
(Section 7, lines 826-828)

31) Short-term disability will be paid after a sixteen-hour (16) forty (40) hour waiting period (prorated for part-time) is completed for each illness. Short-term disability will be paid only for working days in each illness.
ARTICLE XIX. PENSION PLAN
(Section 1, lines 902-909)
32) The Hospital will continue a plan during the life of this agreement. The following
    general provisions are included:
    • Normal retirement age for pension plan purposes is the last day of the month in
      which the participant attains age 65 or, if later, the fifth annual anniversary of the
      first day of the first plan year in which employee first became a participant in the
      plan.
    • Retirement benefits based upon employee’s average earnings
    • Pension benefits that may be increased by an annual inflation factor up to one and
      one-half percent (1 1/2%) per year.

(Section 1, lines 911-915)
33) The minimum pension benefit will be thirty-nine ($39.00) thirty ($30.00) dollars per
    years of benefit service. Effective April 23, 2011, the minimum pension benefit will be
    forty ($40.00) dollars per years of benefit service. If during the life of this agreement
    THE EMPLOYER increases the minimum pension benefit for the nonunion employees,
    the increase will also be given to the employees covered by this contract.

(Section 2, lines 916-919)
34) Effective April 23, 1997, the SMH Pension Plan Document will be amended to reflect the
    early retirement benefit reduction payment schedules shown below. As of January 1,
    1999, the cap of 40 years of benefit service to the minimum benefit calculation will be
    increased to 50 years. There is a cap of 30 years of benefit service for the minimum
    benefit calculation.
(Section 2, lines 921-926)

35) If early retirement pension payments are to begin before age 65, the amount may be reduced to reflect the early start of your payments. Schedule A, shown in the table below, applies if you retire at ages 62 through 65 with at least 10 years of continuous service; ages 60 and 61 with at least 15 years of continuous service; and ages 55 through 59 with at least 20 years of continuous service. Schedule B applies if you have not met these service requirements (see Summary Plan Description for definition of continuous service). Percent of the amount payable at age 65 as depicted in Schedule A.

<table>
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<th>Payments Beginning at Age:</th>
<th>Percent of the Amount Payable at Age 65</th>
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ARTICLE XXI, WAGES
(Section 8, lines 983-985)

36) The parking fee for employees will remain at the present level during this Agreement, but be the same as it is for nonunion employees. It is not the intent of this provision to require THE EMPLOYER to provide or to permit the use of new parking facilities.

ARTICLE XXII, SUBCONTRACTING
(lines 1003-1005)

37) THE EMPLOYER shall notify THE UNION at least sixty-(60)-thirty-(30) calendar days prior to contracting out or subcontracting any work which would result in employees within the bargaining unit being laid off.

ARTICLE XXV, DURATION OF AGREEMENT
(Lines 1027-1032)

38) This Agreement shall be dated April 23rd, 2012 2015, and shall continue in force to and including April 22, 2015 2018, but the effective date of all changes proposed shall be as stated in the contract or the date of execution of this agreement. Either party desiring to terminate or amend this Agreement as of April 23, 2015 2018, or any anniversary thereof, shall mail or deliver to the other notice in writing thereof not less than ninety (90) days prior to such date.
SUPPLEMENTAL AGREEMENT
(Line 1099-1100)
39) This Supplemental Agreement shall be in full force and effect from the date it is signed to and including December 31, 2018.

LCS AND SURGICAL SERVICES CERTIFICATION
40) The Employer and Union agree to meet and discuss adding a certification level within the Departments of Linen and Central Services and Surgical Services.

HOSPITAL NAME CHANGE
41) Replace any and all references of “Saint Marys Hospital” to “Mayo Clinic Hospital, Saint Marys Campus.”

WAGE SCHEDULE
42) With respect to wages, the Employer proposes to implement an applicable market based wage schedule for all bargaining unit employees that serves to recruit and retain quality applicants in order to provide quality patient care.