COLLECTIVE BARGAINING AGREEMENT

between

MORRISON (COMPASS GROUP)

and

SEIU HEALTHCARE MINNESOTA

Effective July 1, 2017 through June 30, 2022
345 Randolph Avenue, Suite 100
St. Paul, Minnesota 55102

Member Action Center and General Number:
1.800.828.0206 or 651.294.8100
Fax Number: 651.294.8200

Visit our website at: seiuhealthcaremn.org
WEINGARTEN RIGHTS

Any time you are brought into a meeting with a supervisor, you should say the following:

“If this discussion could in any way lead to my being disciplined or terminated, I respectfully request my union steward, representative or officer be present at the meeting.

Without representation, I choose not to answer any questions.”

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This AGREEMENT made and entered into, by and between Morrison, a division of Compass Group Americas (hereinafter called the “Employer”), and SEIU Healthcare Minnesota (hereinafter called the "Union"), its successors and assigns.

**ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the full time and regular part time / temporary / casual Morrison employees for the purposes of collective bargaining in regards to wages, hours of work and other terms and conditions of employment for all of the employees within the bargaining units certified by the National Labor Relations Board or the Minnesota Bureau of Mediation Services, employed in the Food Service Operations at the following locations:

- Mayo Clinic - Harwick- St Francis Assisi
- MCHS Albert Lea, 404 West Fountain, Albert Lea, MN
- Mayo Clinic Hospital, Methodist Campus, Rochester, MN
- Mayo Clinic Hospital, Saint Marys Campus, Rochester, MN

Excluded from the bargaining unit shall be nutrition assistants, managers, chefs, sous chefs, cashiers* (excluded at St. Mary’s & Methodist facilities only) confidential and clerical employees, office/professional employees, supervisors, and guards as defined in the National Labor Relations Act.

**New Classification or Title:** Should the Employer determine to add any additional classifications within the scope of the bargaining unit, the Employer will notify the Union and provide it with both a job description for the classification and the initial wage rate. If the Union invokes its right to negotiate over the wage rate, the parties shall meet for that purpose.

**Classification or Title Change:** No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon ten (10) days written notice to the Union prior to the effective date of the same; the notice shall specify in detail the proposed change, establishment, transfer or promotion. The Union shall receive updated job descriptions whenever substantial changes occur in any of the classifications represented by the Union. Prior to implementing any substantial changes in the overall job duties of the employees the Union will be notified and given an opportunity to discuss changes with the Employer.

**No Contradictory Rule:** The Employer shall not abridge, add to, or change any
section of this Agreement, except for any changes reached by mutual agreement, and the Employer shall not enter into any separate agreements, covenants or contracts individually or collectively, who are part of the bargaining unit, which would abridge, add to, or change this Agreement.

Non Discrimination: There shall be no discrimination by the parties against an employee on account of race, color, gender, age, creed, marital status, gender identity, disability, sexual orientation or national origin or other protected status under applicable federal, state and local anti-discrimination laws. No employee shall be discriminated against because of their membership in the Union or because of any activities by such employees on behalf of the Union.

ARTICLE 2 UNION SECURITY

There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota, Minnesota’s Healthcare Union covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying monthly dues.

2. Employees may choose not to become a Union member and pay a service fee and monthly fees. These Employees shall not be able to attend membership meetings or participate in contract negotiations.

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members
shall pay to the Union an enrollment fee in an amount equal to the standard monthly service fee equal to the standard monthly dues paid by Union members. This payment in no event shall exceed the regular monthly Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.

Any employee who is delinquent in making payments of the Collective Bargaining Fee, required herein, for more than thirty (30) days shall be subject to termination by the Employer. The Union shall provide written notice to such employee of the delinquency and provide the employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employee; a reasonable time prior to any demand for discharge for non-payment and the Employer shall terminate the employee within three (3) business days after receipt of written notice from the Union to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an Employee so terminated.

Dues Deductions

The Employer agrees to deduct Union dues, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made. The Employer will work with the Union to implement changes in dues and fees deductions in a reasonable time after notification of such changes.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union.

The Union agrees to promptly refund any dues found to have been improperly
deducted and transmitted to the Union.

Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee’s authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee’s membership in the Union.

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.

**Employee Lists**

Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g. Excel), a list with the following information for bargaining unit employees and positions:

- **New Hires**: name, hire date, address, phone number, personal and work e-mail addresses, classification, rate of pay, social security number and number of hours worked per pay period.

- **Non-Contract**: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.

- **Terminated Employees**: (from the bargaining unit) name, termination date, classification and social security number.

- **Employees on Leave of Absence**: name, date leave begins, date of return and social security number.

- **Changes**: name changes, address changes, phone number changes, personal and work e-mail address changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number.
**Hourly Reports:** monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, social security number and period the hours cover.

SEIU Healthcare Minnesota may be moving to a percentage dues system which is based on each member’s gross pay per pay period under the Collective Bargaining Agreement. There will continue to be a minimum and maximum dues. In an effort to make the transition as smooth as possible, SEIU Healthcare MN is requesting the following data in addition to the member information provided above:

- **Each Pay Period:** name, social security number, gross pay per pay period, and dues deduction amount
- **Annually:** name, social security number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.

**ARTICLE 3 UNION REPRESENTATION**

**Union Representative Access:** If the Union Representatives and Stewards are in compliance with all Mayo security and access requirements, Union Representatives and Stewards shall have access at all reasonable times to ascertain that the provisions of this Agreement are being observed, and to confer with employees covered by this Agreement during their working hours. Such visits will not interfere with the Employer’s operation or the performance of the employees’ duties.

**Bulletin Boards:** Bulletin boards will be furnished in each work area in a break room or other non-public area for the use of the Union in communicating with employees. Union Representatives and Stewards shall have access at all reasonable times to bulletin boards.

**Stewards:** The Union shall have the right to elect or select from employees who are members of the Union, Union Stewards to handle such Union business, as may from time to time be delegated to them by the Union. The Union shall provide the names of the Union Stewards in writing to the Employer within two (2) weeks of an employee being elected or selected as a Steward or removed as one.

**Paid Steward:** A Steward will be released from their regular duties to investigate grievances, attend Joint Labor Management or grievance meetings on Employer time. The Steward shall contact his/her direct supervisor in advance to determine a time when such investigation will not interfere with the Steward’s work and the work of the person with whom the Steward wants to meet. The Employer will not unreasonably withhold permission.

**Union Orientation:** An integral part of each employee’s tenure with the Employer is an understanding of the CBA and the role of the Union in the employment
setting. As such, each new employee, as part of her/his orientation, shall be
required to attend a mandatory thirty (30) minute session before or after their
lunch on Thursday of their first full week of employment where they will receive an
overview of the Union and its program. The session will be conducted by the
Union representatives designated by the Union. The Employer shall provide to the
Union a list of all employees attending the orientation as many days as possible
prior to such orientation on Monday before the orientation. The employee and the
Union agree that for the life of this agreement, the Employer will be absent from
the room during the new employee orientation. The Union agrees to give to the
Employer copies of the materials to be used in such a session, which shall
include, but not limited to, a copy of the provisions of the Agreement, a Union
membership card, a list of shop stewards prepared by the Union showing their
departments and/or work areas and telephone numbers. The Union agrees to not
disparage the Employer during this session.

Union Steward Meetings: The Employer will make every effort to release Union
Stewards for monthly Union Steward meetings. Union Stewards who are not
scheduled to work will not receive pay. All Union Stewards will notify their direct
supervisors of these meetings as far in advance as possible to facilitate coverage.

Union Negotiating Committee: All employees shall continue to accrue benefits
while serving as a member of the union negotiating committee, including PTO
time, insurance benefits, seniority, retirement credits, etc.

Internal Organizer: The Employer recognizes the Internal Organizer of the Union
as the proper authority to adjust with the Employer any controversy between the
parties to the contract as to the meaning and application of the provisions of this
Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this
Agreement, the management of the Food Services and the direction of the
working forces shall be vested solely and exclusively with the Employer.
This provision shall include, but is not limited to, the right to hire; to
determine the quality and quantity of work performed; determine the number
of employees to be employed; to lay-off employees; to assign and delegate
work; to enter into contracts for the furnishing and purchasing of supplies
and services; to maintain and improve efficiency; to require observance of
the Employer's rules, regulations, and other policies; to correctly discipline or
discharge employees for cause; to schedule work and to determine the
number of hours to be worked; to determine the methods and equipment to
be utilized and the type of service to be provided; and to change, modify, or
discontinue existing methods of service and equipment to be used or
provided. The provisions of this Section shall not be construed as a waiver
of the right of the Union or the obligation of management to negotiate with respect to any matter on which negotiation is required under the provisions of the National Labor Relations Act.

ARTICLE 5 PARTNERSHIP GOALS & JOINT LABOR MANAGEMENT COMMITTEES

Section 1 - Partnership Goals: The Employer and the Union agree that job security for the employees is best assured by growth of the business and that growth of the business is dependent on increased teamwork and productivity aimed at meeting the competitive challenges in the marketplace. The parties further agree that the most effective way of accomplishing those goals is through labor-management cooperation and a partnership employee involvement and participation in improving the quality of their jobs, and the growth of the business is an important goal of the Employer and the Union, as is building trust and improving communication between management and the employees. Toward those goals and objectives, the parties have agreed to create Site Joint Labor Management Committees, (JLMC).

Section 2- The Employer and the Union agree there shall be a Site Joint Labor Management Committee consisting of no more than 4 individuals from each party. The names of the committee members shall be submitted by each party to the other, in writing. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns and suggestions related to the operation, working conditions and the labor agreement, all with the aim of promoting better understanding between the parties. Meetings will be held no less often than quarterly. A joint written agenda shall be established.

Employees assigned to the JLMC shall be paid their regular hourly rate for the time spent as a committee member on the JLMC. Such meetings shall not be construed as opening the Agreement for negotiations nor shall such meeting be considered as a step in the grievance procedure. No rights either party has under the Grievance and Arbitration procedure or any other Article of the Agreement shall be waived by utilizing the Site JLMC including the exercise of management’s rights by the Employer not to conflict with the Agreement.

Section 3 Any agreement reached by the Site JLMC to alter, change or amend the Labor Agreement will become final and may be implemented only after it is agreed to in writing by both the President of the Union or her/his designee and the Head of the Employer’s Labor Relations department or designee.

Section 4 The parties may jointly choose to train Site JLMC participants in interest based problem solving.

Section 5 The parties may jointly agree to have the Joint Labor Management Committee meetings facilitated.
ARTICLE 6 PROBATIONARY PERIOD

The first sixty (60) calendar days of employment for all new employees shall be considered a probationary period for purposes of this Agreement. The Employer may extend probation an additional thirty (30) days upon notice and consent from the Union.

During the aforementioned probationary period, the Employer may discharge such employee with or without cause. Any employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement.

ARTICLE 7 CORRECTIVE ACTION AND DISCHARGE

Just Cause: The Employer shall not initiate corrective action, discharge or suspend an employee without just cause.

Notice/Copies to the Union: Employer will promptly advise the Union of any discharge or discipline and a copy of any written corrective action shall be given to the employee.

Investigatory Meeting: An employee shall be permitted to have a Steward or Union representative at any meeting with the Employer, or its agents, in which the meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, the discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed but not for more than 24 hours. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness.

Disciplinary Meeting: An employee upon her/his request shall have the right to a Union Representative or Union member (if no representative is available) during written disciplinary meetings. The Employer shall attempt to utilize the choice of the employee but it must not interfere with operations. The representative is there as an observer only and shall not insert themselves into the process.

Active Period of Corrective Action: Disciplinary or corrective counseling notices may not be considered as a step in progressive discipline if they were written more than twelve (12) months prior to the date of a new disciplinary or corrective counseling action.

Such documents more than twelve (12) months old may only be used as evidence that an employee was aware of a rule or policy. Copies of all formal written
discipline shall be provided to the Union Steward present at the counseling session.

Investigatory Suspensions: At the final step of progressive discipline, or in the event of a single serious incident or rule violation, the employee may be suspended pending investigation and with the intention to terminate. The Union shall be given notice of such suspension within three (3) days, excluding Saturday, Sunday and contract holidays. The final disposition of the matter shall be made within seven (7) calendar days, and notice of disposition shall be sent to the Union. Notices are to be sent by e-mail or fax. If the Employer does not discipline, suspend or terminate the employee, they shall be compensated for all scheduled time missed. In such instance the Union agrees that any grievance related to such matter will be withdrawn.

Suspension (Time Limits): Disciplinary suspensions shall not exceed three (3) scheduled days of work.

Progressive Discipline: For discipline situations that are appropriate for progressive discipline the progressive steps shall for example be:

1. First Written Warning
2. Second Written Warning
3. Final Written Warning
4. Suspension
5. Suspension pending investigation and decision to terminate

Attendance: Attendance issues shall be considered on a separate disciplinary track, separate from other issues. Multiple day absences shall be counted as a single occurrence.

Cash Handling: Cash handling issues shall be considered on their own disciplinary track, separate from other issues.

Corrective Action: All discipline will be given within seven (7) calendar days of the event which triggered the discipline or within seven (7) calendar days of when the supervisor or the manager would have reasonably known of the event which triggered the discipline. The Employer may request additional time to continue its investigation from the Union. The Union will not arbitrarily deny such request.

Respect & Dignity: The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats or harassment by employees, managers, representatives of the union or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.
ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement.

Section 2 The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure by either party to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

For the purposes of this Article, a day is a workday other than Saturday, Sunday or a holiday recognized by this Agreement. Responses and filings shall be counted beginning the day after a response or filing is received.

Section 3 The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Step One: Any employee believing they have a grievance, shall, with or without the assistance of a union representative, discuss the matter with his or her Manager, whichever is applicable. In order to be a grievance, the issue must be discussed within seven (7) days of its occurrence or when the grievant would have reasonably known of the violation. The Manager shall give an oral reply within seven (7) days of submission of the Grievance.

Step Two: If the Grievance is not resolved after Step 1, then within seven (7) days of the answer, the Grievance shall be reduced to writing and provided to the Unit Director. The written Grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within seven (7) days of the Grievance being filed in writing, a meeting shall occur between the Unit Director, the Shop Steward and/or Internal Organizer, and the grievant in an effort to resolve the Grievance. The Unit Director shall provide a written response within seven (7) days of the meeting.

Step Three: If the Grievance is not resolved after Step 2, then within seven (7) days of the Step 2 response, if no resolution is reached a meeting shall occur between the Regional Director or his/her designee, the Shop Steward and the Internal Organizer in an effort to resolve the Grievance. The Regional Director or his/her designee shall provide a written response within seven (7) days of the meeting.
If the Grievance is not resolved after Step 3, the parties, by mutual agreement, may refer the matter to non-binding mediation. Such referrals shall occur within thirty (30) days after the Union receives the written response from the Regional Director or his/her designee. The Grievance Mediation shall consist of at least one (1) Employer representative and at least one (1) Union representative plus a FMCS mediator who shall act as Chairman and mediate the dispute in an attempt to have the parties reach a settlement.

**ARBITRATION:** If the Grievance cannot be satisfactorily adjusted at Step Three, the matter may be referred by the Union, for final decision and determination to an impartial arbitrator. The parties may agree to a panel of arbitrators to hear the grievances. If the parties are unable to mutually agree upon an arbitrator, a request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) requesting a panel of five (5) arbitrators no later than thirty (30) days following the receipt of written Step 3 answer or from the date of mediation.

The parties shall select an arbitrator from the FMCS panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the "selected" arbitrator. The arbitrator selected through the above request for arbitration filing process shall meet at a time and place agreeable to the parties, and hold a hearing promptly and shall issue a written decision not later than thirty (30) days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issue raised in the written grievance and the arbitrator shall have no power to decide any other issues.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Section 4. To facilitate the efficient and timely administration of this Article, Union Representatives may participate in grievance investigations and meetings via telephone. Shop Stewards may use a computer designated by the Employer, only before or after their shift or during their meal break upon approval by a supervisor or manager for transmitting grievances.

**ARTICLE 9 DEFINITION OF EMPLOYEES**
All employees are classified into one of the following categories of employment:

**Full-Time Employee:** Full-time employees are regularly scheduled to work sixty (60) or more hours per pay period.

**Part-Time Employee:** Part-time employees are regularly scheduled to work less than sixty (60) hours per pay period.

Casual employees are not regularly scheduled to work (0.0 FTE).

**Temporary Employee:** Employees hired to fill vacancies on a temporary basis not to exceed six (6) months. After sixty (60) days of continuous employment, they will become eligible for Union membership and seniority. Their seniority date shall revert to their original date of employment.

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except for the purpose of training or inclement weather.

**ARTICLE 10 UNIFORMS/SHOES**

**Uniform Allowance:** If the Employer requires, suggests, or in any way indicates the desirability or requirement of wearing apparel or shoes of a particular color, pattern, design, or material, then the Employer shall furnish the same without cost to the employee or pay to such employee a uniform allowance as follows:

1. **Annual Uniform Allowance:** Every employee will receive an initial uniform allotment as follows: Full time will receive four uniform sets, part time employees will receive three sets. A set includes a top, bottom and/or if applicable a hat and/or apron. Uniforms will be exchanged as needed based on wear and tear in order to maintain a professional appearance.

2. **Employees shall be given a shoe allowance of sixty dollars ($60.00) per year, on October 1st, to be used towards required slip resistant shoes. Shoes will be offered through the Morrison shoe provider. If shoes are purchased by another provider, a manager must approve the shoe as certified slip resistant prior to reimbursement.**

3. **If the Employer requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Employer without cost to the employee.**
ARTICLE 11 WORKING CONDITIONS

Dining and Locker Facilities: The Employer will provide either lockers or a secure place to put personal items during work hours.

Accidental Dish/Equipment Breakage: Employees shall not be held liable for accidental breakage of dishes/equipment during the course of their duties.

Meal Benefit Plan Options

Two meal plan options are offered in regards to items defined under the daily meal allotment guidelines as follows:

Option 1 – Payroll Deduction:
Employees may choose a payroll deduction in exchange for one (1) meal per day of approved items under the daily meal allotment guidelines. The payroll deduction is applicable to only one (1) meal per scheduled workday.

- Employees receive the payroll deduction based on pre-set number of cents per regular hour worked ($0.21 per hour).

Option 2 – Set, Reduced Price: Eligible Employees may choose to pay a set, reduced price ($4.50) at the register for the sector-defined daily meal allotment.

Items Included in Daily Meal Allotment Guidelines:
*Unlimited fountain beverage and coffee are included with any daily meal allotment selection and choice of:
  - Entrée with two (2) sides or whole fruit or salad; or
  - Pastry or bagel or muffin, whole fruit or salad; or
  - Hot breakfast sandwich with side item; or
  - Breakfast special or omelet with side item; or
  - One (1) sandwich (including grilled burger, hot dog or special), house made chips, house salad, dessert; or
  - Salad bar, 4 oz. protein, and dessert.

Note: Soup is considered a side item

*Note: If no fountain beverages are available, an approved replacement is one 20 oz. bottled water or regular bottled soda (i.e. Coke/Pepsi) for every four (4) hours worked.

Items Excluded from Daily Meal Allotment Guidelines:
Employees are required to pay full posted price for selected items that are not part of the “daily meal allotment.” This is not an all-inclusive, exhaustive list.
“As is” retail items are not permitted as part of daily meal allotment; includes, but is not limited to, cold cereal, bottled beverages, sealed pastries, sealed potato chips, candy, snacks, etc. Premium items including, but not limited to, any items priced at $6.00 or higher and defined by the chef to be considered a premium item. “On-the-Go” pre-made sandwiches or salads.

Maintenance of Benefits: The Employer agrees, subject to the following provisions and the specific terms of this Agreement, that to the degree practicable similar conditions of employment relating to wages, hours of work, and general working conditions in effect at the time of the signing of this Agreement, shall be maintained and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 12 RELIEF PERIODS

Relief Periods: All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday.

Meal Periods: All employees shall be allowed, without pay, a one-half (1/2) hour meal period to be taken within a work shift of six (6) hours or more. Employees who because of their duties, are unable to take this ½ hour meal period, must have approval from their supervisor and shall be compensated for the time or provided compensatory time off with pay at the end of the shift.

An employee will not be required to be available for work during any unpaid meal break. Employees shall be entitled to uninterrupted relief and meal periods.

ARTICLE 13 HOURS OF WORK AND OVERTIME

Standard Pay Period (8 and 40) A standard pay period consists of fourteen (14) consecutive days. Pay periods are defined and occur every two weeks. Eight and one-half (8 1/2) hours shall constitute a day’s work (includes ½ hour unpaid meal break). PTO hours shall not be considered hours of work for overtime purposes.

The Employer will implement a set schedule that ensures Full-Time employees work no more than every other weekend and will have the option of two consecutive days off each week.

If an employee works more than six (6) consecutive days, such scheduled days and beyond will be paid at double time. However, those employees who choose to work a schedule that includes two consecutive days off each week shall be exempt from the consecutive day provision for normally scheduled days.
**Overtime:** Employees shall be paid overtime at the rate of time and one-half (1-1/2) the employee’s regular rate of pay for time worked in excess of eight (8) hours of work in a day and time and one half for time worked in excess of forty (40) hours in a pay week. No employee shall work overtime unless such overtime work has been authorized in advance by his/her supervisor. Overtime shall be paid in the pay cycle in which the overtime is worked.

**Scheduling Pattern:** The general pattern of scheduling shall be such that employees shall be scheduled to work every other Saturday and Sunday only, except upon mutual agreement between the Employer and employee. There shall be no change in start and stop times in excess of thirty (30) minutes and only upon mutual agreement between the Employer and the Union.

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks.

Those employees currently working in departments and positions operating five (5) days (Monday - Friday) shall be grandfathered in and continue to operate five (5) days (Monday-Friday).

**Posting of Schedules:** The Employer shall post work schedules at least fourteen (14) calendar days in advance of the workweek. Changes in posted, block, or weekend schedules will not be made without notification to the employee(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the employee(s).

**Workweek to Conform to Notice:** Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

**Overtime Scheduling:** Employees shall not be required to take time off in lieu of overtime pay. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.

**No Split Shifts:** No employee shall be required to work split shifts.
8 Hours Between Shifts/Doublebacks: There shall be at least eight (8) hours between shifts. Employees who agree to work with less than eight (8) hours between shifts due to Employer need, including open shifts and available extra hours, shall be paid double back pay at the rate of time and one-half for the hours worked between the time of return and the end of the eight (8) hour period. This provision shall not apply as a result of employees trading hours or an employee initiated schedule change.

Seniority Preference: In the establishment of work week schedules, the Employer shall give preference to employees in accordance with seniority as far as practicable and consistent with proper food service management.

Extra Hours: All extra hours that become available on a temporary or unexpected basis on the master work schedule more than two (2) weeks prior to the beginning of the pay period shall be posted. Employees shall have five (5) days to sign up for any additional shifts. Shifts during the five (5) day period shall be awarded by seniority but shall be assigned on a non-overtime basis first, then by overtime by seniority. All regularly scheduled and casual employees shall have the right to all available hours (including overtime) before using temporary employees.

Increases in Work Agreement: If a regularly scheduled employee works above his/her work agreement for a minimum of three (3) consecutive months, the employee may request a change in his/her work agreement. (The hours worked above the work agreement do not include unscheduled absences, PTO, and leaves of absences). The employee who requests a change in his/her work agreement and meets the criteria as stated above will be the employee awarded the extra hours.

Advance Notice- Three Hour Work Guarantee: Employees required to work will be guaranteed at least three (3) hours work or three (3) hours pay. Any work over three (3) hours shall be paid at the regular rate.

Trading Shifts: The voluntary trading of shifts will be permitted provided the employees involved received permission from their supervisors.

ARTICLE 14 SENIORITY

Definition: Bargaining unit and/or classification seniority shall be based upon an employee's most recent date of hire at each work site. In the event of identical hire dates, the higher of the last digit of the employee's social security numbers will determine who is more senior. If the last digits are identical, then the last two digits will be used.
Establishment of Seniority Lists:
On January 10, April 10, July 10, and October 10 of each year, seniority lists by classification shall be revised, posted on Union bulletin boards, distributed to designated Union Stewards, and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Employer, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Employer by the Union. If an objection is timely submitted, the Employer, Union, and employee shall meet to resolve the problem.

Forfeiture of Seniority: Seniority shall be forfeited on the following grounds:

1. Voluntarily leaving employment;
2. Discharge for just cause;
3. Failure to return to work in accordance with the terms of an approved leave of absence;
4. Failure to report to work after a layoff within a reasonable time not to exceed fourteen (14) days, after the Employer has notified the employee to report for work, except as hereinafter provided;
5. When an employee is laid off for a period that exceeds one year;
6. When an employee is transferred with his/her consent to a position outside the coverage of this Agreement.

ARTICLE 15 LAYOFF AND RECALL

Layoff: In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills.

A layoff is the reduction in number of employees that will last more than thirty (30) days. A permanent reduction in hours is defined as a reduction of hours of an employee(s) that will last more than thirty (30) days.

Recall: Employees shall be recalled in reverse order of reduction. Employees shall retain recall rights for a period of one (1) year. A list of employees to be recalled from layoff shall be furnished to the Union at the time the Employer sends notice to the employee.

An employee shall be allowed up to fourteen (14) calendar days from the date the Employer issues a notice of recall to report to work. (Employees on recall status will be responsible for providing current contact information to the Employer and for being accessible while on layoff status.)
Timeline:
a. At least sixty (60) days prior to a reduction, the Employer will notify the Union that a reduction in employees (or FTEs) may potentially be required.
b. At least fifty (50) days prior to a reduction, the Employer will provide the Union with a list of job classifications that will be impacted by the reduction and the number of positions (or FTEs) in each classification.
c. At least forty-four (44) days before a reduction, the Employer will provide the Union with a revised work schedule and up-to-date seniority list for the job classifications and areas/departments where a reduction could occur.
d. Between 35 and 30 days prior to a reduction, the Employer will conduct a re-bid of positions in the affected job classifications and areas/departments.
e. After the re-bid, the Employer will provide employees with at least thirty (30) calendar days notice of layoff or pay in lieu thereof.
f. At day zero, employees displaced through the re-bid process will be laid off.

After the Employer provides the initial notice that reductions may occur but before the re-bid, the Employer and the Union will meet to discuss potential options for reducing the impact of any reductions.

ARTICLE 16 JOB VACANCIES

Vacancy shall be defined as a regular position which is vacated by the separation of an employee and one the Employer determines should be replaced or a newly created position.

Posting of Vacancies: All job vacancies within the bargaining unit shall be posted in writing for seven (7) calendar days on internal bulletin boards in each facility, accessible and visible to all employees. A copy of the posting shall be given to the Steward and sent via email to the Union Representative. Postings shall include the following information:

a. Minimum qualifications based on the job requirements.
b. Classification, facility, FTE status, shift (start/end times), department, and starting wage.
c. The date of the posting.

Filling Vacancies (Two or More Applicants): Persons shall apply for the posted vacancies by either a written request to the Unit Director or by applying for the position online. Selection will be conducted within fourteen (14) calendar days of the
completion of the posting period. If two (2) or more qualified applicants submit a bid for a vacancy within the seven (7) day posting period, the position will be awarded by seniority in the following order of application:

a. Senior employee in the classification where the vacancy exists.
b. Senior employee outside the classification where the vacancy exists.
c. Senior employee in all classifications outside of where vacancy exists (all other work sites).
d. Other external applicants.

Denial of Position: Each current Morrison employee submitting an application for a vacant job will be notified of the reason for the denial of the position within fourteen (14) workdays of the effective date of the awarding of the position.

Temporary Vacancies: Notice of temporary vacancies shall be posted by the Employer. Temporary postings will specify the approximate length of time that position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary vacancy becomes a permanent position, the Employer will re-post that position.

ARTICLE 17 WAGES

Effective July 1, 2017, all employees will be placed in one of the following job categories. New employees will be offered the starting wage.

### RMH Union Position/Pay Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Starting Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Production/Cook/Baker</td>
<td>$18.60</td>
</tr>
<tr>
<td>Food Service Worker/Transport</td>
<td>$15.60</td>
</tr>
<tr>
<td>Delivery/Cold Production</td>
<td></td>
</tr>
<tr>
<td>Catering Associate/Barista</td>
<td>$15.60</td>
</tr>
<tr>
<td>Sanitation Worker</td>
<td>$15.60</td>
</tr>
<tr>
<td>House Person</td>
<td>$16.70</td>
</tr>
<tr>
<td>Storeroom Helper</td>
<td>$18.18</td>
</tr>
</tbody>
</table>

### SMH Union Position/Pay Rates

<table>
<thead>
<tr>
<th>Position</th>
<th>Starting Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Production/Cook/Baker</td>
<td>$18.60</td>
</tr>
<tr>
<td>Food Service Worker/Transport</td>
<td>$15.60</td>
</tr>
<tr>
<td>Delivery/Cold Production</td>
<td></td>
</tr>
<tr>
<td>Catering Associate/Barista</td>
<td>$15.60</td>
</tr>
<tr>
<td>Sanitation Worker</td>
<td>$15.60</td>
</tr>
<tr>
<td>House Person</td>
<td>$16.70</td>
</tr>
<tr>
<td>Storeroom Helper</td>
<td>$18.18</td>
</tr>
</tbody>
</table>
Harwick/Downtown Union Position/Pay Rates
- Monday – Friday positions
- No Holidays
- Customer Facing (non patient facing)

<table>
<thead>
<tr>
<th>Position</th>
<th>Starting Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Production/Cook/Baker</td>
<td>$16.00</td>
</tr>
<tr>
<td>Food Service Worker/Transport Delivery/Cold Production</td>
<td>$13.60</td>
</tr>
<tr>
<td>Catering Associate/Barista</td>
<td>$14.75</td>
</tr>
<tr>
<td>Sanitation Worker/Food Service Utility Storeroom Helper/Warehouse/House Person</td>
<td>$13.60 $15.00</td>
</tr>
<tr>
<td>Cashier</td>
<td>$13.50</td>
</tr>
</tbody>
</table>

Fairmont - Teamsters Starting Wage Rates
- Diet Aide $13.75
- Cook $14.25

Mankato – AFCSME Starting Wage Rates
- Diet Aide $13.75
- Cook/Stockroom Assistant $14.25

Albert Lea - SEIU Starting Wage Rates
- Cook $14.78
- Diet Aide $14.15

Any employee that is below the minimum starting wage for their position will be raised to the minimum starting wage. The first full pay period beyond ratification existing employees at Downtown, Mankato, Albert Lea and Fairmont will receive a 2.5% increase.

The first full pay period beyond ratification existing employees at St Marys and RMH will receive a 2.0% increase.
Starting wage rates will increase by 2% and existing employees will receive a 2.5% increase beginning July 1, 2018 and each succeeding July 1st.

Dual Classifications:
In the event an employee is regularly scheduled to work in a dual classification position, such employee shall receive the higher rate of pay for all hours worked in the higher paying classification.

Change in Classification:
In the event an employee changes to a classification with a higher wage rate the wages shall be increased by the respective difference between the two (2) classification rates. In the event an employee voluntarily changes to a classification with a lower wage rate the employee will receive a reduction of wage based upon the difference in the starting wage rates for the position. For example, if a Cook is making $22.27/hour at either RMH or SMH and moves to a FSW position, their hourly rate would be reduced by the $3.00/hour difference in starting pay of the two positions.

**Certifications/Trainings:** Any required certifications and/or trainings for a specific position will be paid for by the Employer.

**SMH/RMH/Harwick-Downtown**

**Shift Differential:**
Shift differential shall be paid for each hour worked; however, if a majority of hours on a given shift qualify for an evening or night differential, the higher differential shall be paid for the entire shift.

Nights - 3rd shift (11p - 6a):
The shift differential shall be one dollar and ninety cents ($1.90) per hour for the night shift.

Evenings - 2nd shift (3p- 11p):
The shift differential shall be one dollar and thirty cents ($1.30) per hour for the evening shift.

Employees shall receive their usual shift differential for all PTO hours.

**SMH/RMH/Harwick-Downtown**

**Weekend Differential:**
Nights-3rd shift (11p-6a):
The weekend differential shall be three dollars and sixty-five cents ($3.65) per hour for the night shift.

Evenings - 2nd shift (3p-11p):
The weekend differential shall be three dollars and five cents ($3.05) per hour for the evening shift.

Days-1st shift (6a-3p):
The weekend differential shall be one dollar and seventy-five cents ($1.75) per hour for the day shift.

**Albert Lea – SEIU Healthcare**
Shift Differential: Shift differential shall be paid for each hour worked; however, if a majority of hours on a given shift qualify for an evening or night differential, the higher
differential shall be paid for the entire shift.

Nights - 3rd shift (11p-6a):
The shift differential shall be two dollars and five cents ($2.05) per hour for the night shift.

Evenings - 2nd shift (3p-11p):
The shift differential shall be one dollar and thirty five cents ($1.35) per hour for the evening shift.

Employees requested by the Employer to work more weekend shifts than their regular weekend schedule shall receive an additional thirty dollars ($30) for each eight (8) hour non-scheduled weekend shift. If an employee works less than eight hours of a non-scheduled weekend shift as described above he/she shall receive a prorated extra weekend premium.

Employees shall receive their usual shift differential for all PTO hours.

Preceptor Pay: A “Preceptor’s” duties include providing hands on training to a new employee including completion of a training check list, skill evaluation of trainee, and verbal conversation with supervisor regarding the progression of training. Employees shall receive an additional one dollar ($1.00) per hour for all hours worked as a “preceptor”. Preceptor duties will be assigned by management. Employees who may have an employee “shadowing” shall not be determined to be working in the role of a “preceptor”.

Meetings/Trainings: All meetings/trainings which an employee is required by the Employer to attend will be provided fourteen (14) calendar day notice in advance of such meeting/training by the Employer and will receive a minimum of two (2) hours pay at the employee's regular straight time to attend.

Pay Days - Employer Computations: Pay days shall be established, preferably bi-weekly. An employee shall be permitted to know on what basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee's total take-home pay, if requested. Three (3) working days shall be allowed to the Employer to make up and distribute the payroll.

Error in Pay: When an error in pay occurs at no fault of the employee amounting to fifty dollars ($50.00) or more in gross pay the error shall be corrected within five (5) working days (Monday-Friday) or less from the time the employee requests a correction.

ARTICLE 18 HOLIDAYS
Recognized Holidays:

All employees shall be paid at the rate of time and one half (1 ½) for work performed on the following holidays: New Year’s Day, Easter (Fairmont and Mankato Only) Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Christmas Day and New Year’s Day pay shall be figured as follows:

    Holiday premium pay shall commence with the second/pm shift on December 24th/December 31st and end after the end of the first shift on December 25th/January 1st.

All other holidays shall commence with the third/night shift and end at the end of the second/pm shift.

Rate of Pay: Full-time employees who do not work on the designated holidays shall receive their normal scheduled shift at the regular straight-time rate of pay as holiday pay. Probationary employees shall not be eligible for holiday pay, unless they work the holiday.

Holiday Scheduling:

For employees who work at the St. Marys Campus, Albert Lea Medical Center, and the Harwick – St Francis Assisi: An employee who works a holiday one year will not be required to work the same holiday next year so long as such employee is in the same job position as the prior year.

Dan Abraham Living Center and all other Retail Outlet employees who work in these areas where the Employer closes down their operations between Christmas and New Year’s shall have the option to utilize their PTO or not, or the Employer can offer the employee to work outside their work area within the employees work agreement.

RMH –
For employees who work at the Methodist Campus:

Seniority preference shall be recognized in holiday scheduling for the following job classifications:

    Foodservice Workers
    Hot Production Workers
    Storeroom Workers
    House Person/Sanitation Workers

ARTICLE 19 Paid Time Off
PTO is time earned to be used for illness and vacation.

PTO paid is not considered time worked for the purposes of calculating overtime for the week in which they are taken.

**PTO Eligibility:** All full-time and part-time employees will be eligible to begin accruing paid PTO after completing six (6) months of continuous service from their date of hire. Employees who transition to Morrison on their site specific transition date will begin accruing paid PTO on day one of the transition to Morrison.

<table>
<thead>
<tr>
<th>Length of Service as of October 1st</th>
<th>Accrual Rate per Hour paid excluding FMLA, LTD, STD, Workers Comp</th>
<th>Annual Hours Earned (not to exceed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months-2 yrs</td>
<td>0.06154</td>
<td>128 hours</td>
</tr>
<tr>
<td>3-7 years</td>
<td>0.08077</td>
<td>168 hours</td>
</tr>
<tr>
<td>8-14 years</td>
<td>0.10</td>
<td>208 hours</td>
</tr>
<tr>
<td>15+ years</td>
<td>0.11923</td>
<td>248 hours</td>
</tr>
</tbody>
</table>

**PTO Accrual:**

1. **Newly eligible Employees:** Newly eligible Employees having less than one (1) year of service on October 1st, but celebrating their one (1) year anniversary before the following October 1st will accrue a prorated number of PTO days following his/her six (6) month anniversary date, to be taken during the remainder of that fiscal year. Prorated days will be based on time worked from their six (6) month anniversary date through September 30th of the current fiscal year.

2. **Thereafter:** Employees will be eligible for PTO according to the schedule above based on length of service as of October 1st of each fiscal year.

3. **Employees on approved Leave of Absence:** Employees on an approved Leave of Absence such as, but not limited to, Leave under Workers Compensation, LTD, STD or Family and Medical Leave, will not earn paid PTO time during such Leave.

**PTO Advances:** In addition to an Employee's PTO entitlement and at management's discretion, the Employer may advance up to five (5) days of PTO to an Employee as long as the advance does not exceed the maximum PTO accrual for that fiscal year. Requests for advances beyond five (5) days will be considered for unique situations only (i.e. an Employee's marriage, an Employee's wishing to go home to a foreign country requiring extensive travel, or upon the birth of a child in the first six (6) months of a year) and will require approval from the Regional Vice President and the Sr. Director of Human Resources. The Employer reserves the right and discretion to deny any such requests.
PTO Scheduling:
1. PTO may not be taken in less than one-half (½) day increments unless required by federal, state, or local laws. If agreed upon mutually, PTO days may be used to extend an approved leave of absence, and they may be used concurrently with the leave for the purpose of receiving pay.
2. PTO time must be scheduled following site specific contract guidelines.
3. Cash Handling Positions: Employees working in cash handling positions must take PTO in increments of at least three (3) consecutive working days at least one (1) time per year.

PTO Pay:
1. PTO pay is based on the average hours worked* by an Employee in the previous three (3) months and the Employee’s straight time (base) pay rate in effect at the time PTO is taken/paid.
2. Employees will not receive PTO pay in lieu of taking earned PTO.

* Average hours worked by an Employee is calculated as the total number of hours worked in previous three (3) months divided by the total number of days worked in the previous three (3) months. An eight (8) hour cap applies for a regularly scheduled eight (8) hour shift; ten (10) hour cap for a regularly scheduled ten (10) hour shift; and twelve (12) hour cap for a regularly scheduled twelve (12) hour shift.

PTO and Overtime: PTO days taken will not count as time worked for the purpose of calculating overtime during the week in which PTO is taken.

Employees may carry over up to sixty (60) hours of PTO from one year to the next.

Employee Status Change: An Employee’s change in employment status will affect eligibility for paid PTO in the year the status change occurs. An Employee changing employment status change will be eligible for PTO as follows:

1. Salaried to Hourly: An Employee changing employment status from salaried to hourly will become eligible for paid PTO time under the paid time off policies for hourly Employees after the first full month following the status change.
2. Hourly to Salaried: An Employee changing employment status from hourly to salaried will become eligible for paid time off under the paid time off policies for salaried Employees at the time of the status change. The Employee will begin accruing paid time off based on the Employee’s length of service and number of months remaining in the fiscal year in which the change in status occurs. The Employees will also retain any accrued, unused PTO at the time of the status change for use.
during the remainder of the fiscal year.

PTO Preference Scheduling:

SMH, RMH

1. Call sheets will be effective for vacation requests in two 6-month increments:
   Vacation requests for April 1st to September 30 will be posted from February 1st – February 14th of each year.
   Vacation requests for October 1st to March 31st will be posted from August 1st – August 14th of each year.

2. Requests for full vacation weeks (Five (5) or more working days) will be given preference to requests for individual days.

3. If an employee selects PTO during the call period and then later chooses to cancel part of the request, the employee must forfeit the entire request. Requests for cancellations must be done by the posted deadline.

4. Vacation approvals will be returned to the employees ASAP following the sign up period.

5. Any request for time off made during the PTO call period that was denied must be resubmitted. Time off will be granted by seniority at the time the schedule is written. Additional time off not requested on the call sheet must be requested by the posted deadline. Time off will be granted by seniority. Time off requested after the posted deadline will not be considered or approved.

6. Whenever an employee cancels PTO that was granted on the call sheet, the next most senior employee who was denied PTO during the call period and has resubmitted their time off request by the posted deadlines will be granted their original time off request.

7. A trade of a shift can be approved with prior Manager written approval.

8. SMH
   The following is the minimum allotment granted PTO in each area for SMH
The following is the minimum allotment granted PTO in each area at RMH

<table>
<thead>
<tr>
<th>Area</th>
<th>School in Session</th>
<th>No School in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Service Workers</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Hot Production Workers</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Storeroom Workers</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>House Person/Sanitation</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

9. The aforementioned allotments can be increased if staffing allows

**Albert Lea PTO**
Vacation time preference lists will be posted in the department during the month of March of each year, and senior employees shall receive preference in choosing time for vacation.

**Rochester Downtown PTO**
The Employer shall post PTO schedules no later than August 1st and said schedule shall remain posted until August 22nd of each year. Employees will be given their PTO in accordance with their seniority during the calendar year. There will be two (2) rounds of postings. In the first round, the employee will select full weeks of PTO based on seniority. The second round will include single PTO days, up to three (3) consecutive days. Once the posting period has passed, all remaining PTO will be offered on a first-come first-serve basis.

**ARTICLE 20 HEALTH AND WELFARE BENEFITS**

**Eligibility:** Employees shall be eligible for the coverage provided in this Section on the first day of the month after completing sixty (60) days of employment. Effective 8/1/2017 all employees regularly scheduled twenty (20) hours or more per week shall be eligible to participate in the Union’s health insurance, vision, life insurance, and short-term disability programs described below.

**Coverage:** Employees may elect to participate in the Silver Plus Plan or Food Service Plan, as provided, from time to time, by the Amalgamated National Health Fund (hereinafter “Fund”), on the terms set forth below:
The Employer will pay 85% of the monthly premium of the Silver Plus Plan regardless of the category of coverage the employee may select. Employees shall pay 15% of the premium.

Life Insurance: Included in the Silver Plus Plan medical coverage plan design is $25,000 of Life Insurance per employee at no additional cost.

The Employer will pay the same dollar amount per health care tier selected in the Food Service Plan as they are paying for the comparable tier in the Silver Plus Plan.

Life Insurance: Included in the Food Service Plan medical coverage plan design is $10,000 of Life Insurance per employee at no additional cost.

STD
A $350 per week/for 13 or 26 weeks Amalgamated short-term disability benefit will be offered by the employer. The employer shall pay 50% of the premium for the plan.

Dental Insurance
The employer shall pay 50% of the premium for the Delta Dental 2000 plan, regardless of the category of coverage selected.

ARTICLE 21 RETIREMENT BENEFITS

(A) 401 (k) Contributions:
Effective the first full pay period after ratification, employees covered by this Agreement shall become an eligible member group under the Minnesota Teamsters Member 401(k) Plan, as per the standard terms, conditions, and rules established, as contained in the 401(k) Plan Document, or any amendment thereto. For employees who complete the probationary period, the Employer will make contributions to the 401(k) Plan as follows:

$.50 per hour for all hours worked up to a maximum of 40 hours per week.

ARTICLE 22 DISABILITY AND LEAVES OF ABSENCE

Personal Leave: Upon written notice to the Employer, an employee with at least 6 months of service may apply for a personal leave of absence of up to sixty (60) days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave.
The employee shall give a minimum of fifteen (15) days' notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld. Employees will be allowed to use PTO if available for such leave.

**Illness/Disability Leave: FAMILY AND MEDICAL LEAVE**

The Employer provides unpaid leaves of absence ("Leave") to Employees who meet eligibility requirements in accordance with the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act ("FMLA").

**Definitions.**

- **Serious Health Condition (for Basic FMLA):** An illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents an Employee from performing the functions of his/her job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a healthcare provider, or one (1) visit and regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

- **Covered Servicemember (for Military FMLA):** Is 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five (5)-year period prior to the first date the eligible Associate takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

- **Serious Injury or Illness (for Military FMLA):** A condition incurred by a Service member in the line of active duty that may cause the Service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the Service member's active duty and that were aggravated by service in the line of duty on active duty.

- **Qualifying Exigencies (for Military FMLA):** Includes activities such as short-notice deployment, military events, arranging for alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment reintegration debriefings.
To apply for an approved FMLA Leave, Employees should contact the Leave of Absence Department at 800-341-7763, option 2. Employees should also alert their management team that they are seeking an approved Leave and the period of time for which the Leave is sought. Employees do not need to disclose to management the reason for the Leave, only that a Leave has been requested and the anticipated period of the Leave.

Upon an Employee’s request for FMLA Leave, the Employee will receive a letter from the Employer’s Leave of Absence Department indicating the Employee’s rights and responsibilities under FMLA, whether the Employee is eligible for FMLA, and if the Employee is not eligible for FMLA Leave, the reason(s) why. The Employer will also inform Employees when their time away from work is being designated as FMLA and will count against the Employee’s FMLA entitlement. Likewise, anytime an Employee’s time away from work is not FMLA protected, the Employer will notify the Employee.

Eligibility. To be eligible for an FMLA Leave, an Employee must have: 1. worked for the Employer for at least twelve (12) months in the proceeding seven (7) years; and 2. worked at least 1,250 hours prior to the commencement of the leave in a rolling calendar year.

Reasons for FMLA Leave. Pursuant to FMLA, the Employer provides eligible Employees with Leave for the following reasons:

• For Basic FMLA:
  1. For an Employee’s incapacity due to pregnancy, prenatal medical care, or child birth;
  2. To care for an Employee’s child after birth, or placement of a child into an Employee’s family by adoption or by a foster care arrangement (within the first twelve (12) months of the birth or after placement of the child);
  3. To care for an Employee’s spouse, child, or parent who has a serious health condition;
  4. For a serious health condition, injury or illnesses that makes an Employee unable to perform his/her job duties.

• For Military FMLA: FMLA Leave is also available to eligible Employees in connection with certain qualifying service-related medical and non-medical needs of family members. Military FMLA Leave may be taken for the following reasons:
  1. When an eligible Employee needs to tend to certain “qualifying exigencies” arising out of the covered active duty or call to covered active
duty status of a military family member (spouse, child, or parent), the Employee may use his/her twelve (12)-week leave entitlement to address matters such as attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

2. To care for a covered Service member who is a spouse, child, parent, or next of kin with a serious injury or illness.

**Maximum FMLA Leave Time Period.**

**Basic FMLA.** Eligible Employees shall be provided with up to twelve (12) weeks of unpaid Leave in a rolling twelve (12) month period measured backward from the first day of the scheduled Leave.

**Military FMLA.** Eligible Employees shall be provided with twelve (12) weeks to address certain qualifying exigencies (reason #1). Eligible Employees will be provided with up to twenty-six (26) weeks of unpaid Leave in a twelve (12) month period to care for a covered Service member. The twelve (12) month period begins on the first day the Employee takes Leave for this reason, and ends twelve (12) months later. Leave to care for an injured or ill Service member, may not exceed twenty-six (26) weeks in a twelve (12) month period and Basic FMLA Leave may not constitute more than twelve (12) of the twenty-six (26) weeks.

**Intermittent Leave.** Basic and Military FMLA Leave may be taken intermittently. This means that Employees may take FMLA Leave in multiple, smaller blocks of time when necessary. If an Employee requires multiple periods of Leave for planned medical treatment (ex. physical therapy), the Employee must try to schedule the treatments at a time that minimizes the disruption to the Employee’s work schedule.

When an Employee applies for Intermittent FMLA Leave, the Employee should clearly express his/her request that the Leave be intermittent in nature. Medical documentation will be required to clearly state why ongoing Intermittent FMLA Leave is medically necessary.

**Notice Requirements.** Employees requesting Basic or Military FMLA Leaves must provide thirty (30) days of advance notice if the need for Leave is foreseeable (such as an expected birth or planned medical treatment for an Employee or his/her family member). If the need for Leave is unforeseeable, the Employee must notify his/her Manager or the Leave of Absence Department as soon as practicable based on the circumstances. Failure to follow these notice requirements is grounds for the Employer to delay granting or to deny an Employee’s request for FMLA Leave.
Call-Out Procedure. If an Employee is on Intermittent FMLA or unforeseen continuous FMLA Leave is being requested, the Employee must follow the Employer's and the account's established Call-Out Procedure. When an Employee is going to miss all or part of his/her scheduled shift, communication with management about the time away is of utmost importance to ensure proper staffing and coverage is in place.

All Absences, Lateness, and Early-Outs Must be Communicated to Management. Whether the absence or lateness is excused or unexcused, the Employee must call to report his/her absence or lateness unless he/she is physically unable to do so. If the Employee's Manager is unavailable the Employee will leave a recorded message at: ______ ext. ______ with the reason for the absence or lateness and a phone number where the Employee can be reached if the Manager wishes to discuss the absence further.

Lateness or absences qualifying under FMLA will not be counted for corrective action purposes.

Certification Requirements. If the requested FMLA Leave is related to the Employee's own serious health condition, or the serious health condition of an Employee's family member or covered Service member, the Employee must provide medical certification from a healthcare provider supporting the need for FMLA Leave. The medical certification form will be provided to Employees by the Employer's Leave of Absence ("LOA") Department upon learning of an Employee's need for Leave. An Employee may provide documentation from the DOD, VA, TRICARE or from a healthcare provider to support the need for leave to care for a Service member. The Employer requires Employees to return Medical Certification to the Employer by the deadline specified on the Medical Certification request that is sent to the Employee. The Employee must try to schedule the treatments at a time that minimizes the disruption to the Employee's work schedule.

Failure to provide the requested medical certification in a timely manner may result in denial of Leave or other adverse employment consequences. If emergent or exigent circumstances prevent timely delivery of the medical certification, the Leave of Absence Department must be notified as soon as possible.

The Employer may require a second opinion from a doctor that the Employer selects. If it becomes necessary to settle a conflict between the original certification and the second opinion, the Employer may require the opinion of a third doctor. In these cases, the second and third opinions would be paid for by the Employer.

Use of PTO While on FMLA Leave. Employees have the option of using accrued but unused vacation time, paid time off (PTO), or paid sick days, during an Employer-approved FMLA Leave. With two (2) weeks advance notice PTO and
Vacation Time may be used as a means to extend the Leave if approved by management.

Employee Benefits during FMLA Leave.
Health Insurance Plans. Employees approved for FMLA Leave will maintain their existing group insurance coverage on the same terms as if the Employee was still working. This means that Employees on approved FMLA Leaves must pay their health plan premium contributions on a timely basis during the period of FMLA Leave (the same as if the Employee was still working). An Employee will be required to pay the same premium amount that the Employee contributed to his/her healthcare plan before the Employee went on approved FMLA Leave. If an Employee does not pay his/her share of the health insurance contribution, it may result in loss of coverage.

PTO, Vacation Pay, Sick Pay. During an approved FMLA Leave, an Employee will not accumulate employment benefits such as vacation pay, sick pay, pension, PTO or any other benefits. These benefits will accumulate up to the day on which the FMLA Leave begins and will not be lost by the use of an approved FMLA Leave. If using PTO during an approved FMLA leave employment benefits will continue to accrue.

Return to Work. If an Employee returns to work from an approved FMLA Leave either before or on the business day following the depletion of his/her leave time allowed (twelve (12) or twenty-six (26) weeks depending on the reason for the FMLA Leave), the Employee will be returned to his/her previous job or an equivalent position with equivalent pay and benefits.

An Employee returning from an FMLA Leave due to his/her own serious medical condition, illness, or injury, may be required to provide a note from his/her healthcare provider indicating the Employee is “fit for duty” and whether the Employee has any work restrictions.

Consequences of Failing to Return from an Approved FMLA Leave. If an Employee fails to return from an approved FMLA Leave and is not qualified for any other Employer approved leave programs, the Employee will be considered to have voluntarily resigned his/her position.

To the extent a state or local law provides for further benefits to Employees than those offered by the Employer, the Employer will comply with such laws.

If an Employee needs additional leave time due to his/her own serious medical condition, the Employer encourages the Employee to apply for Americans with Disabilities Act ("ADA") Leave.

Fraud. Providing false or misleading information or omitting material information in connection with an FMLA Leave will result in disciplinary action, up to and including immediate termination.
No Discrimination/Retaliation. The Employer strictly forbids interference with an Employee’s FMLA rights; and discrimination, harassment, and/or retaliation against any Employee who exercises his/her FMLA rights.

Bereavement Leave: In the case of the death of a legal spouse, child, parent, sibling, and same gender domestic partner, members of the bargaining unit who have completed probation will be excused without loss of pay if scheduled and taken within sixty (60) days of death and the absence does not exceed five (5) working days.

In the case of the death of a half-sibling, step-sibling, parent-in-law, domestic partner parent, step-parents, legal guardian/wards, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchildren, brother-in-law, sister-in-law, step-daughter, or step-son, members of the bargaining unit who have completed probation will be excused without loss of pay if scheduled and taken within sixty (60) days of death and the absence does not exceed three (3) working days.

In the case of the death of an aunt, uncle, niece or nephew, members of the bargaining unit who have completed probation will be excused without loss of pay if scheduled to attend the day of the funeral.

Where travel distances exceed five hundred (500) miles, the employee shall be granted up to two (2) additional days off, without pay, for travel or to attend to other funeral related matters. The Employer may request reasonable verification.

Jury Duty: When a member of the bargaining unit is summoned for jury duty during his/her shift and presents a jury summons, the Employer shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay for their regular wages/salary for actual day(s) spent on jury duty for up to 20 work days in any rolling twelve (12) month period. The employee must submit a statement from the court verifying the amount of time served. Employees on jury duty are expected to report to work whenever their presence is not required by the court during their regular scheduled work hours.

Military Leave: An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

Time Off for Voting: Employees are encouraged to vote during non-work hours, but if that is not possible, employees will be allowed to be absent from work for the time necessary to appear at the employee’s polling place, cast a ballot and return to work on the day of the qualifying election. However, employees are still required to notify their supervisors in advance. Employees will not be required to use PTO.
for the absence.

A “qualifying election” means a regularly scheduled state primary or general election, an election for U.S. senator or representative, an election for state senator or representative, or a presidential primary.

**School Conference and Activities Leave:** Minnesota law allows an employee to take unpaid leave totaling up to sixteen (16) hours during any 12 month period to attend school conferences or school-related activities related to the employee’s child, provided the conferences or school-related activities cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer.

**Replacement of On-Leave Employees:** With respect to all leaves of absence, the Employer may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.

**Seniority During Leaves of Absence:** There shall be no break in seniority during the period of a leave of absence.

**Returning Employees:** An employee returning from any leave shall be entitled to reinstatement to his/her position, hours and work unit unless the position has been eliminated as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in Article 15 Layoffs and Recall.

**Union Leave:** In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer’s legitimate business needs. Such leave shall not exceed six (6) months. No more than one (1) employee per work site may be awarded such leave at a time, unless mutually agreed upon by the Parties. The Employer shall continue to pay for the employee’s benefits during such leaves provided that the Union and/or employee reimburse the Employer in full for such benefits. The employee shall continue to pay their share of any benefits.

During such leave the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

**Union Training Leave:** Upon the Union’s request and subject to the Employer’s business requirements, Union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the Union. Such leaves will be unpaid and will not adversely affect an
employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than fourteen (14) calendar days.

ARTICLE 23 HEALTH AND SAFETY

The Employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

A Joint Safety and Health Committee: ("Committee") will be established by the Employer and the Union, composed of three (3) members per work site of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and making recommendations on eliminating potential safety hazards throughout the facility. The Employer will coordinate the meetings of the Committee. This Committee will meet periodically, but no less than quarterly at which time they will conduct a walk-around inspection. The Employer will consider all of the recommendations from the Committee in good faith.

Protective Equipment: The Employer shall make available appropriate personal protective equipment and replace for normal wear and tear as needed, at no cost to the employee. Employees are required to use/wear all protective equipment and are responsible for lost protective equipment. The Employer will supply latex gloves as needed. If an employee has an allergy to latex, the Employer will provide alternate gloves. Latex gloves will not be used in place of "cut" gloves and the Employer will supply sufficient and properly fitted "cut" gloves to all employees and will not require any employee to perform knife work or handle any slicing apparatus without a "cut" glove.

Employees’ Right to Know: When the Employer receives and investigates a report that a dangerous, potentially dangerous or unhealthful condition is present in the department, the Employer shall inform all bargaining unit employees working in the department or affected area.

Respectful Workplace: The Union and the Employer are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior.

Health and Safety Education: No employee shall be required or allowed to work in any area or operate any equipment until the employee has received proper education, training, and instruction.
ARTICLE 24 ETHNIC DIVERSITY AND CULTURAL ISSUES

Section 1. The parties recognize that recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, employees have the right to use the language of their choice among themselves or in responding to customers who address them in a language other than English.

Section 2. Where there is a communication difficulty with a particular employee, on request the Employer will provide a translator/interpreter chosen by the employee to facilitate communications so long as:

1. The translator is on the premises at the time requested;
2. The translator translates/interprets the communication of both sides so that there is full understanding by both parties of the verbal exchange;
3. Said translator may be the union steward who shall function both as translator for both parties and representative of the union.
4. If the translator is not the steward, he/she shall translate for both sides but shall not function in the role of steward.

ARTICLE 25 SEIU (COPE) LANGUAGE

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, $____ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU. These transmittals shall occur for each payroll period and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 26 SUCCESSORSHIP

In the event the Employer sells, assigns, transfers, merges or otherwise disposes of or transfers its business or its assets or there is any change in ownership that affects the terms or conditions of the bargaining unit employees, the Employer shall give written notice of such change to the Union at least sixty (60) days in advance of the change and shall make any and all payments which are or shall be due, if any, as of the date of the change in the business for any wages and/or benefits for employees covered by this Agreement.
In the event any change affects the terms or conditions of the bargaining unit employees, the Employer shall make the purchaser, transferee, assignee or successor aware of and will provide them a copy of the existing Collective Bargaining Agreement.

ARTICLE 27 STRIKES AND LOCKOUTS

Section 1. The Union, the Employees and the Employer agree that there shall be no strikes, slowdowns, stay-ins, or lockouts. The grievance and arbitration procedure is available to the Union if the assertion is a violation of the terms of the Agreement. The Supplemental Agreement now existing will remain in force for twelve (12) months following the expiration date of the Collective Bargaining Agreement, 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 28 SEPARABILITY AND SAVINGS

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Section 2. The parties agree to meet promptly to discuss the impact of the affected text in Section 1 above and to create new text as may be needed. Such discussions shall not "open" the Agreement during its term.

ARTICLE 29 DURATION

Except as otherwise provided, these Agreements shall be effective on 7/1/2017 and shall be in full force and effect through and including 6/30/2022 and shall continue in full force and effect from year-to-year thereafter, unless written notice of desire to change or modify this Agreement is given by either party at least ninety (90) calendar days prior to 7/1 thereafter.
In witness whereof, the undersigned have caused this Agreement to be fully executed on this 19th day of July, 2017.

For the Employer:
Morrison (Compass Group)

By: Henry Dresser
Regional Labor Relations Manager
Compass Group

For the Union:
SEIU Healthcare Minnesota

By: Lisa Weed
Executive Vice President
SEIU Healthcare Minnesota

Lisa McClellan
Lisa Kong
Sara T. Lee
Stacey Szuberski
Michelle Wilkens
Supplemental Agreement

MORRISON HEALTHCARE (hereafter called THE EMPLOYER) and SEIU HEALTHCARE MN (hereafter called THE UNION) mutually agree as follows:

(1) This Supplemental Agreement shall be in full force and effect for twelve (12) months following the expiration date of the Collective Bargaining Agreement.

(2) In collective bargaining concerning the terms of a new contract (as distinguished from the resolution of grievances) the following procedures shall apply:

   a. THE EMPLOYER and THE UNION will exchange proposals and conduct negotiations in the normal manner during the period of time preceding the expiration date of the existing contract.

   b. If no settlement is reached prior to the expiration date of the existing contract, the unresolved issues shall be submitted to final and binding arbitration, if so requested in writing by either party. Labor contract will continue and be in full force and effective for twelve (12) months following the expiration date of the Collective Bargaining Agreement.

   c. The Board of Arbitration shall consist of three members, one selected by THE EMPLOYER, one selected by THE UNION, with a neutral chairman to be agreed upon between THE EMPLOYER and THE UNION. If no agreement is reached on the neutral chairman within ten (10) days following the written request for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a panel of arbitrators' names. The Federal Mediation and Conciliation Service shall be asked to submit the names of arbitrators located in Wisconsin or Minnesota and, if possible, to include arbitrators who are familiar with labor relations matters in the health care field. Upon receipt of the panel of arbitrators' names, THE UNION and THE EMPLOYER will alternately strike names from the panel of proposed arbitrators until one name remains. The person whose name remains on the panel of arbitrators shall be deemed to be the neutral chairman of the Board of Arbitration.

   d. The decision of the Board of Arbitration shall be final and binding upon THE EMPLOYER, THE UNION and the employees.

(3) Since THE EMPLOYER and THE UNION have agreed to resolve issues relating to the terms of a new contract through final and binding arbitration, it is understood and agreed that THE UNION, its officers, representatives, and all other employees shall not instigate, authorize, assist, condone or engage in any strike, sympathy strike, slowdown or stay-ins during the
period of time that this Supplemental Agreement is in effect.

(4) In consideration of THE UNION'S commitment in Section 3 of this Supplemental Agreement, THE EMPLOYER shall not lock out employees during the period of time that this Supplemental Agreement is in effect.

(5) The failure or refusal on the part of any employee to comply with the provisions of Section (3) of this Supplemental Agreement shall be cause for immediate discipline, including discharge.

Date: 7-19-17

[Signatures]

SEIU Healthcare MN

Morrison Healthcare
1. Was the member given advance warning of the probable consequences of their actions?

2. Was the rule/policy/management’s request reasonable related to efficient and safe operation?

3. Was the alleged violation of the rule, policy, or management’s request fully investigated prior to corrective action?

4. Was the investigation fair and objective?

5. Did the investigation uncover substantial proof of guilt?

6. Was the employer's treatment even handed and non-discriminatory?

7. Was the corrective action reasonably related to the member’s work record and the gravity of the offense?
The “Just Cause” provision in our contracts protect us against unfair and unjust discipline that employers hand out. The Key sentence in our contracts usually reads “The employer shall not discipline or discharge any employee without just cause”. It may say “cause” or fair cause” or something to that affect, but the meaning is the same: the employer can’t discipline us because they feel like it, there has to be a reason and they have to show us proof.

Stewards must be ready to handle all sorts of discipline cases, from warnings to suspensions to firings. Using the 7 Tests of Just Cause on the other side of this card, will help us represent our members fairly and powerfully.

If the employer has violated any of the 7 Tests of Just Cause, it makes their case weaker. When we are able to prove they haven’t met the standards, we win grievances. These tests have been upheld by arbitrators since a 1966 U.S. Supreme Court decision.