Working Agreement
May 21, 2018 through May 20, 2021

General
SEIU Healthcare Minnesota Local 113
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LETTER OF UNDERSTANDING–FLEXIBLE SCHEDULING TRIAL (MAY 21, 2018)
LETTER OF UNDERSTANDING–EQUAL SHARING OF WEEK-ENDS (MAY 21, 2018)
LETTER OF UNDERSTANDING–OFF CAMPUS SERVICES (MAY 21, 2018)
LETTER OF UNDERSTANDING – LOW CENSUS FOR NA STAFF (MAY 21, 2018)
Mayo Clinic Health System- Albert Lea and Austin, Albert Lea, Minnesota, and/or its successor(s), a non-profit corporation under the laws of the State of Minnesota (hereinafter referred to as the "Medical Center" or the "Employer"), and SEIU Healthcare MN, (hereinafter referred to as the "Union") agree as follows:

ARTICLE I -- RECOGNITION:

The Medical Center hereby recognizes the Union as the sole and exclusive bargaining representative of all employees of the Medical Center employed in the units of the Medical Center in Albert Lea, Minnesota, with respect to wages, hours, and all other working conditions, excluding employees in the following classifications: Registered and Licensed Practical Nurses, Office Employees, Building Tradesmen, Supervisors, Part-Time Student Employees, Short-Time Vacation Employees, Apprentices, Interns, Trainees, and technicians.

ARTICLE II -- UNION SECURITY:

1. The Medical Center agrees not to enter into any contract or agreement with the employees herein, individually or collectively, which conflicts with the terms or provisions hereof.

2. All employees covered by this contract shall, not later than thirty-one (31) days after their date of hire, become members of the Union and remain members of the Union in good standing during the life of this Agreement as a condition of continued employment. "In good standing", for purposes of this Agreement, is defined as the payment, as required by the Union, of standard monthly dues as applied uniformly to all members of the Union in the bargaining unit covered by this Agreement. Each new employee shall submit a completed membership application and will be given a copy of this Agreement. The Medical Center will coordinate with the SEIU representative to provide an opportunity for a designated steward and/or SEIU representative to spend time with new union members for the purposes of distribution of information related to the union, application, and contract information during scheduled break times or lunch breaks during the employee’s first week of work or another time as agreed.

3. Within thirty (30) days after an employee, covered by this contract has been hired or his/her employment terminated, the Medical Center shall notify the Union by mail or e-mail written notice thereof, stating the employee’s name, address, phone number, department, work classification, and date of hire or termination. If the union moves to a different dues system the Medical Center shall also transmit to the Union the employee’s social security number, phone number, hours worked per pay period, rate of pay, dates of medical leave of absence or dates of transfer which will be stored in a secure web environment by the Union.

4. All employees, except those who work less than sixteen (16) hours per week on an irregular/occasional basis and will not be eligible for seniority, are required to maintain Union membership under Section 2 of this Article and shall furnish to the Medical Center a written authorization, on a form agreed upon by the Medical Center and the Union, authorizing the Medical Center to deduct from such employee’s first payroll check in each month all charges required of a member in good standing under Section 2 of this Article, and further authorizing the Medical Center to remit said deductions to the Union. The Medical Center agrees to make said deductions and to remit same to the office of the Union together with a list showing the name of each employee for whom deductions are made and the amount of each said deduction.

5. 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, irrespective of the employee’s membership in the Union.

6. The Union shall indemnify the Medical Center and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that should be taken by the Medical Center in compliance with the provisions of this Section or in reliance of any list, notice, or check-off authorization furnished to the Medical Center under any of the provisions of this contract.

7. In the event the union moves to a per pay period percentage dues system which is based on each member’s gross pay per pay period under the Collective Bargaining Agreement. In an effort to make the transition as smooth as possible, the union is requesting the following data each pay period: name, social security number, gross pay per pay period, and dues deduction amount.

8. In the event any provision or requirement of this article is deemed to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate a substitute provision of the invalid provision that furthers the parties’ intent while meeting the requirements of applicable law.

ARTICLE III -- SENIORITY:

1. Seniority shall apply only in the classifications where the employee is employed.

2. Seniority shall mean continuous length of service with the Medical Center as earned in the classifications covered by this Agreement, but no employee shall, for one (1) month, lose seniority in his original classification by reason of any transfer or re-employment in any classification of work except as otherwise provided in Article IIIa, Section 1. Leaves of absence given in accordance with Article VII and leaves for military service, as required by law, shall not interrupt the employee’s seniority.

3. Full-time and part-time employees shall be promoted within their classification on the basis of length of service, provided that their qualifications to do the job are sufficient. Employees shall not acquire seniority until they have been employed ninety (90) days. Employees kept on after the ninety (90) day period shall acquire seniority as of the date they were employed.

When two (2) or more employees in a classification have the same status date, the original hire date shall be used for seniority preferences. For these purposes, status date shall mean date of entry into a classification.

In the event the original hire date is the same, the senior employee will be the employee with the lowest last four digits of their Social Security number.

4(a). The existence of any vacancy within the bargaining unit shall be posted on the bulletin board of the Medical Center and the Medical Center’s electronic job postings site for a period of five (5) calendar days. Each job posting shall state the shift, schedule and work area in effect for the vacancy or new position at the time of the posting. Applications shall be submitted to the Human Resources Department on the electronic job posting site by employees within the five (5) day period. Senior employees with the ability and qualifications shall receive the job in question. During the five (5) day period, the Medical Center has the discretion of making a temporary assignment. No employee will be allowed to voluntarily move from part-time to full-time or from full-time to part-time more than once in a calendar year, without prior approval of the Medical Center.
4(b). Positions are awarded based on hire date with consideration given to full-time employees first.

5(a). Senior employees shall have the preference in choosing available shifts in their classification of work, provided however, that such senior employees shall not have the right to choose another shift except at a time when an opening on that shift occurs. The Medical Center reserves the right to keep such employees requesting employees transfer to another shift, temporarily on their former shift, until satisfactory replacement may be hired. Such temporary assignment may not exceed ninety (90) days.

5(b). Voluntary cancels and low need days will be offered to employees within the job classification who are working on that shift in order of their seniority. If the employees with higher seniority decline, the junior employees within the job classification who are working on that shift will be required to accept the shift cancel or low need day. Once an employee has taken a shift cancel or low need day of at least one hour, he/she will not be required to take another shift cancel or low need day in the same pay period until all other eligible employees in the job classification who are working on that shift have also taken a shift cancel or low need day in that pay period.

6. Seniority lists of employees shall be posted on the bulletin boards of the Medical Center.

7. (a) For purposes of determining seniority only, and for no other purpose, all employees who are hired with a base schedule of thirty-two (32) or more hours per week, shall be placed on the full-time seniority list and will receive all full-time seniority benefits, except as otherwise provided in Article IIIa – Layoff. All employees who are hired with a base schedule of less than thirty-two (32) hours of work per week, shall be placed on the part-time seniority list.

7. (b) The Medical Center shall prepare two (2) seniority lists for each classification, one for employees who are hired with a base schedule of thirty-two (32) or more hours per week and one for employees who are hired with a base schedule of less than thirty-two (32) hours per week. All employees shall remain on their respective seniority lists until they have successfully bid on and started their first shift in their new work schedule which has a change from their previous base schedule. The Medical Center agrees to submit to the Union February 1st and August 1st each year a complete list of employees covered by the agreement, together with the date of hire and classification.

ARTICLE IIIa – LAYOFF AND RECALL:

a. Layoff: For purposes of layoff or in making a permanent reduction in hours, seniority shall be determined by date of hire within a classification. 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 numbers 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.

b. 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) 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.)

g. **Timing:**

I. 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.

II. 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.

III. 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.

IV. At least between thirty-five (35) and thirty (30) days prior to a reduction, the Employer will conduct a re-bid of positions in the affected job classifications and areas/departments.

V. After the re-bid, the Employer will provide employees with at least thirty (30) calendar days' notice of layoff or pay in lieu thereof.

VI. At day zero, employees displaced through the re-bid process will be laid off.

d. 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 potential impact of any reductions.

**ARTICLE IV -- GRIEVANCE PROCEDURE AND ARBITRATION:**

1. Should a dispute arise regarding the interpretation or application of the Agreement, the Medical Center and the Union will make a sincere effort to resolve such dispute promptly in accordance with the following procedures:

**STEP I.** An employee having a complaint shall discuss it with his or her immediate supervisor.

**STEP II.** If the employee and the supervisor are unable to agree, the employee may directly or through the representative of the Union refer the matter to the designated Human Resources or Labor Relations representative in an endeavor to effect a satisfactory settlement.

**STEP III.** If no agreement is reached, the complaint shall be reduced to writing, signed by the grievant, and received by the designated Human Resources or Labor Relations representative within twenty (20) calendar days of its occurrence, requesting a meeting to discuss the written grievance. (A grievance relating to pay shall be timely if received by the designated Human Resources or Labor Relations representative within twenty (20) calendar days after the pay for the period during which the grievance occurred.) The Medical Center shall give its answer with fifteen (15) calendar days following such meeting.

**STEP IV.** If no agreement is reached under STEP III, then such dispute may be referred to an arbitrator, by either the Medical Center or the Union, with five (5) calendar days after the Medical Center answer has been received.
2. The procedure shall be as follows in the selection of a single arbitrator. Either party can request from Federal Mediation and Conciliation Services a list of seven names of impartial arbitrators for the parties to select from. If the parties cannot mutually agree on a name from the list, then the party asking for arbitration shall take the first strike alternating back and forth until a single arbitrator is selected from the list. The cost of securing the list of arbitrators shall be shared equally between the Medical Center and the Union.

3. The Medical Center and the Union shall share equally the expenses of the Arbitrator's cost for the arbitration hearing.

4. The Arbitrator shall receive all evidence and render a decision within five (5) days after hearing such evidence. The decision of the Arbitrator shall be final and binding on both parties.

5. The handling of all grievances shall be done during working hours without any deduction from wages of the employees whose attendance is required. The compensation of any employee whose attendance is required at an arbitration hearing shall be decided by the Arbitrator.

6. Employees found to have been unjustly discharged shall be reinstated with such pay for lost time as is determined by the Arbitrator and without loss of any other rights.

7. By mutual agreement between the Medical Center and the Union, time limits on any grievance may be extended.

**ARTICLE V -- STRIKES AND LOCKOUTS:**

There shall be no strikes and lockouts during the life of this Agreement.

**ARTICLE VI -- UNION REPRESENTATIVES:**

1. Union representatives of the union shall be permitted to visit the Medical Center at all reasonable hours and in break rooms or meeting rooms only as approved by the Medical Center for the transaction of official business, but such business representatives shall first obtain permission of the Labor Relations Specialist, or in his/her absence, the Director of Human Resources or his/her assistant. A forty-eight (48) hour advance notice shall be given. Such permission shall not be unreasonably withheld. Union representatives are not to meet with or contact the Medical Center’s supervisors without a representative of Human Resources present. The Union representative will attempt to arrange visits with bargaining unit employees so as not to interfere with proper Medical Center operations. To this end, Union representatives may meet with employees only during authorized breaks and in break rooms or meeting rooms provided the above referenced notice was given.

2. The Union shall have the right to appoint stewards in the Medical Center, who shall be recognized as the representative of the Union for all matters arising under this agreement as may be delegated to them by the Union. The Union shall advise the employer as to the identity of the stewards in writing. In no instance shall the stewards be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Stewards will attempt to conduct Union business during breaks or lunches but if that is not possible, the stewards shall be allowed reasonable time to conduct Union business during work time, including to attend Labor Management or grievance meetings with prior approval of the supervisor.
ARTICLE VII -- LEAVES OF ABSENCE:

1. Employees may be granted leaves of absence, without pay, by the Medical Center, for a period of not more than thirty (30) days. Leaves of absence in excess of thirty (30) days and any extensions of leaves beyond thirty (30) days shall be by mutual consent of the Medical Center and the employee. Accrued PTO/Salary Continuation must be used before any leave of absence, in excess of thirty (30) days, is granted. Except in cases of emergency, requests for leaves of absence shall be made in writing ten (10) days prior to the first day of the leave by the employee to the employee's department head, who shall transmit the request to the Human Resources Department. The Medical Center shall give its answer in writing to such request within five (5) days of receipt thereof. Requests and authorization of requests for leave of absences will be documented by the supervisor, of which document, a copy will be given to the employee.

2. The Medical Center agrees to grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention, lobby day, or serve in any capacity on other official Union business, provided fourteen (14) days written notice is given to the Medical Center by the Union, specifying the length of time that the employee will be absent. The Union agrees that, in making its request for time off for Union activities, both parties shall give due consideration to the number of employees affected in order that there shall be no disruption of the Medical Center's operations due to lack of available employees, but in no event, if the Medical Center objects, shall there be more than two (2) employees granted such leave of absence and not to exceed one (1) employee from any one department. The fourteen day written notice does not apply to negotiations.

3. Any member of the Union who is on the payroll of the Medical Center at any time he is appointed or elected to a permanent or temporary office in the Union, or the International Union, requiring services which will take him off the payroll, shall be given a leave of absence not to exceed one (1) year, as long as he holds his office.

4. A leave of absence, without pay, of up to six (6) months shall be granted in all parental cases, when requested by the employee in accordance with Federal and State guidelines. Before the end of this leave, the employee must notify the Medical Center at least fourteen (14) days in advance of the time when he/she will be ready to resume work. In cases where the facts warrant an extension, such leaves may be extended with the consent of the Medical Center and the employee. Upon returning to work, the employee shall receive his/her former job or another of comparable status.

5. Full-time and regular employees reporting for or serving on a jury will be paid the difference between their regular salary and the amount they receive for jury duty. It is the responsibility of the employee and the department head to mark the time card accordingly and report to the Human Resources Department at the end of each pay period.

6. Failure to report for work at the end of a period of a leave of absence is equivalent to a resignation, provided no extension has been given by the same authority who issued the original leave of absence.

7. Seniority shall accumulate during periods of leaves of absence.

8. Employees asking for a leave of absence may be required to provide the Medical Center information related to the employee's condition and his/her expected return to work prior to and during the leave.
ARTICLE VIII -- OVERTIME AND HOURS OF WORK:

1. The basic work week shall consist of five (5) eight (8) hour days, for a total of forty (40) hours, and two (2) days of rest, and said work days and days of rest shall be within a seven (7) day period in each department, starting the first shift on Monday of each week. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Employees whose shift is continuous in length will be paid at the rate of one and one-half (1 ½) times the regular hourly rate of pay for all hours worked in excess of eight hours regardless if the shift crosses over into another work day.

2. Full-time employees requesting time off from a regular work schedule shall relinquish their right to that full forty (40) hour week.

3. Work schedules will be posted at least two (2) weeks in advance, and shall not be changed or revised, except in the case of an emergency.

4. Employees who work beyond their regular daily schedule in any day shall not be required to take time off later in the work week because of such extra work.

5. Scheduled days off shall be posted in each department. Full-time employees requested by the Medical Center to work on a scheduled day off shall be paid time and one-half (1 1/2) for all hours worked on that day.

In the scheduling of work, the Medical Center will endeavor to give full-time employees a minimum of every other Saturday and Sunday off, if possible, without jeopardizing the staffing of the Medical Center.

6(a) Effective 12/1/09 employees requested by the Medical Center to work more week-end shifts than their regular week-end schedule shall receive an additional thirty ($30) dollars for each 8 hour non-scheduled week-end shift. If an employee works less than eight (8) hours of a non-scheduled week-end shift as described above, he/she shall receive a prorated extra week-end premium.

7. Regular full-time employees reporting for work, without having been notified not to report, shall receive at least two (2) hours pay in lieu of work, except in case of emergency, such as failure of power or heat, equipment failure, or labor dispute.

8. If an employee has been requested to work on his day off and then reports for work and no work is available, he shall be paid for eight (8) hours or the number of hours in his regular shift, whichever is less, for such called in work.

9. The split shift will not be extended beyond departments having the split shifts. All split shifts shall be completed within a twelve (12) hour period.

10(a) The Medical Center and the Union recognize that the operating characteristics of the Medical Center require that there be employees whose work weeks vary in number of hours worked.

It is not the intention of the Union to second-guess Medical Center decisions regarding the scheduling of hours for employees. However, the Medical Center shall not arbitrarily and capriciously schedule available hours to employees on the part-time seniority list, new or extra employees, when employees on the full-time seniority list are available to work such available
hours. There will be no discrimination in favor of junior employees. When scheduling the available hours to be worked, seniority shall be applicable.

This section is conditioned upon the employees on the full-time seniority list desiring to work available hours scheduled to them.

This section shall not be construed as a guarantee of hours per day or per week.

10(b). Additional hours, those hours that are in addition to what are regularly scheduled, are awarded according to hire date in each classification.

11. Only employees who are required to attend department or "in service" meetings at a time outside of their regular work schedule will receive a minimum of one (1) hour pay at one and one-half (1 1/2) times the employee's regular rate.

12. When an employee changes classifications, seniority begins at new hire. However, wages will remain at employee’s current wage rate until the new classification catches up.

13. Any employee who is consistently scheduled and consistently works .5 FTE, .75 FTE, .8 FTE, .9 FTE or 1.0 FTE for a period of six (6) months or more may request to have authorized hours changed to the respective FTE. The employer will not be required to increase authorized hours if such hours are based on temporary need such as coverage for an illness or other leave of absence, unscheduled absences, PTO, give away shifts, and hours from posted but unfilled positions. The upgrade would not occur if it would result in consecutive week-end shifts as part of the new FTE. The employer may decrease authorized hours where an employee consistently gives away their scheduled hours over a period of six (6) months or more. This does not in any way preclude management’s normal right to rebid schedules.

ARTICLE IX -- HOLIDAYS:

1. For purposes of Paid Time Off (PTO) the following shall be considered holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Regular employees may request PTO pay for holidays. In addition to the above, employees will receive their regular rate for all work performed on any of the above mentioned holidays.

There shall be equal sharing of holiday work. Holiday week substitutions requested will be made on the basis of seniority. Where practical, considering qualifications and availability, part-time employees shall be required to share in working holiday schedules.

Full-time regular employees who are scheduled to work on a holiday and report for work on that day shall be given at least four (4) hours work or pay in lieu thereof.

5. In addition to requesting PTO pay for holidays, employees who are scheduled to work will receive 1 ¼ times regular hourly rate for hours worked on the holiday.

ARTICLE X -- PAID TIME OFF:

1. Effective 9/1/2018, employees assigned with an FTE of .5 or greater shall be eligible to participate in the Medical Center’s PTO plan on the same terms and conditions as such plan may be offered to other Mayo Clinic Health System non-union employees and as may be modified from time to time by the Medical Center.
2. Employees will be allowed to request the number of weekends in PTO to match their requested number of weeks in PTO not to exceed four (4) weekend requests per year. Requests will be granted unless such request unduly interferes with the operations of the department.

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

4. In the event of an employee's employment being terminated for any reason, the employee shall receive, upon termination of employment, the PTO earned at that time.

ARTICLE XI -- SHORT TERM DISABILITY:

Effective 8/1/2018, employees assigned with an FTE of .5 or greater shall be eligible to participate in the Medical Center's Short Term Disability (STD) plan on the same terms and conditions as such plan may be offered to other Mayo Clinic Health System non-union employees and as may be modified from time to time by the Medical Center.

ARTICLE XII -- BULLETIN BOARDS:

The Union shall be entitled to reasonable use of separate bulletin boards of the Medical Center for the purpose of posting notices of official business.

ARTICLE XIII -- POLICY/DISCIPLINE:

1. The Medical Center agrees not to discriminate against any employee because of membership or activity in the Union.

2. The parties recognize the peculiar importance of the protection of confidential information concerning patients. In appropriate cases, disregard of employee's duty to protect confidential information will be regarded as just grounds for disciplinary action.

3. Corrective action is considered active for 2 years for purposes of progressive discipline.

4. For investigative interviews, see Weingarten Rights on back cover.

ARTICLE XIV -- WAGE RATES AND CLASSIFICATIONS:

1. Schedules, covering job classifications and wages, attached to this Agreement are hereby made part of this Agreement. Wage increases for length of service and annual contract changes shall become effective at the beginning of the pay period in which the increase occurs.

2. In cases where an employee received more than the job classification rate, his increases shall be the same as the job classification rate increases as specified in the wage scales. No employee shall suffer a reduction in hourly rate of pay by reason of, or adoption of, the rates set forth in this Agreement.

3. An employee required to fill a higher rated job temporarily shall receive the rate for that job while on that job and must be paid such higher rate for at least one (1) hour. An employee required to fill a lower rated job temporarily shall receive his regular rate while on that job. The employee is responsible for appropriately coding his/her timecard in order to receive the higher rate of pay.
4. All employees shall receive $1.30 per hour over and above their regular rate for all hours worked between 3:00 p.m. and 11:00 p.m. All employees shall receive $2.00 per hour over and above their regular rate for all hours worked between 11:00 p.m. and 7:00 a.m. Effective 12/1/15, all employees shall receive $1.35 per hour over and above their regular rate for all hours worked between 3:00 p.m. and 11:00 p.m. Effective 12/1/15, all employees shall receive $2.05 per hour over and above their regular rate for all hours worked between 11:00 p.m. and 7:00 a.m. Until 1 year from date of ratification (May 20, 2019): For employees working straight permanent/posted evening or straight permanent/posted night shift, the employee shall receive their usual shift differential for all PTO hours.

5. All employees who work a split shift shall be given at least four (4) hours work per day. Employees shall receive the shift differential rate over and above their regular rate of pay for all work performed on a split shift.

6. All employees who work at least 8 hours shall receive a meal period of not less than one-half (1/2) hour on their own time. All employees shall take their full meal period, and no employee shall omit his or her meal period for the purpose of completing his or her shift one-half (1/2) hour early.

7. All employees shall be given a fifteen (15) minute break for each four (4) hours of continuous work.

8. In the event any new classification is established by the Medical Center, the Medical Center and the Union shall negotiate proper rates for such classification and these rates will become part of this Agreement. Such new classification shall become a vacancy and posted according to the provisions of Article III, paragraph 5, of this Agreement. No classification designation shall be changed to defeat the spirit of this Agreement.

9. There will be no crossing from department to department except in cases of emergency. (Departments defined as Nursing, Department of Environmental Services, and Materials Management.)

10. Effective 12/01/04 a certification differential will be paid to individuals who successfully complete the certification process for Certified Nursing Assistant (CNA) and Certified Registered Central Service Technicians (CRCST). CRCST will be required to work forty (40) hours per quarter in the sterile area in order to remain competent, unless they are on a LOA, Salary Continuation or temporarily transferred.

ARTICLE XV-- UNIFORMS:

1. Effective January 1, 2005 the Medical Center shall provide a uniform service for all employees covered by this working agreement. The employees covered by this agreement will no longer receive a uniform allowance.

2. A shoe reimbursement up to sixty and no/100 dollars ($60.00), per year, with receipts shall be paid to Sterile Processing employees who are required by the Medical Center to purchase shoes that must remain at the hospital. The Medical Center will provide several pairs of shoe coverings/boots that will remain at the hospital for use by Utility staff.

ARTICLE XVI-- TERMINATION NOTICE:

Employees will furnish the Medical Center with written notice two (2) weeks in advance of voluntarily quitting work to qualify for terminal PTO pay. The Medical Center will give two (2) weeks' notice, or the equivalent in pay, before terminating the employment of an employee for
any reason, except serious infractions of Medical Center policies. Failure to report absences for
two (2) consecutive days will be considered job abandonment and severance of employment
will automatically occur.

ARTICLE XVII -- FUNERAL LEAVE:

Employees who work at least twenty (20) hours per week will be granted up to five (5)
scheduled days off, with pay, in the week of the funeral to use for the death of an employee's
spouse, parent, or child. Up to three (3) scheduled days, with pay, in the week of the funeral
are available for the employee to use for the death of an employee's mother-in-law, father-in-
law, sister or brother, sister-in-law or brother-in-law, daughter-in-law, son-in-law, grandparent or
grandchild, step-parent or step-child. Employees may take time off in conjunction with paid
funeral leave from accrued PTO or an unpaid leave of absence. Funeral leave benefit for part-
time employees will be pro-rated based on hours worked. Employees on scheduled PTO
otherwise eligible for funeral leave shall be permitted to convert scheduled PTO to funeral leave
for which they are eligible if PTO hours are available.

ARTICLE XVIII -- HEALTH AND WELFARE:

Employees assigned with an FTE of .5 or greater shall be eligible to participate in the Medical
Center's health insurance plan on the same terms and conditions as such plans may be offered
to other Mayo Clinic Health System non-union employees and as may be modified from time to
time by the Medical Center. Eligible Employees shall be eligible to participate in the Medical
Center's dental insurance, vision insurance, life insurance, accidental death and
dismemberment, adoption assistance, identity theft, dependent scholarship, professional
development assistance program and long term disability plans on the same terms and
conditions as such plans may be offered to other Mayo Clinic Health System non-union
employees and as may be modified from time to time by the Medical Center.

ARTICLE XIX -- PENSION PLAN:

Effective 1/1/2019, employees assigned with an FTE of .5 or greater shall be eligible to
participate in the Medical Center's retirement plans on the same terms and conditions as such
plans may be offered to other Mayo Clinic Health System non-union employees and as may be
modified from time to time by the Medical Center. Eligible employees who are employed by the
Medical Center on 1/1/2019 will receive vesting credit for all prior years of service.

ARTICLE XX -- PROBATIONARY PERIOD:

All employees will be placed on a ninety (90) day probationary period following their date of
employment. The Medical Center will evaluate the new employee at the end of his/her
probationary period to determine appropriate skill levels necessary for successful employment.

ARTICLE XXI-- MANAGEMENT RIGHTS:

Except as specifically limited by the express written provisions of this Agreement, the
management of the Medical Center and the direction of the working forces shall be vested
solely and exclusively in the Medical Center. 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 Medical Center 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 XXII -- LABOR MANAGEMENT COMMITTEE:

The Union and the Employer may jointly establish a Labor Management Committee which is to meet at such intervals as the Committee may decide is necessary to discuss matters relating to the employee's employment and customer service at the Medical Center, including the following topics delegated from negotiations: safety, respect & dignity and staffing ratios. It is understood however, that the discussions are not "negotiations" and the Committee does not have authority to change or amend the contract.

ARTICLE XXIII -- TERM OF AGREEMENT:

This Agreement shall become effective as of May 21, 2018, and shall continue in full force and effect to and including the 20th day of May, 2021 and shall continue thereafter from year to year. Either party hereto may, at least ninety (90) days prior to the termination of any yearly period, notify the other party, in writing, of its intention to amend, modify, or terminate this Agreement, provided that no amendment, modification, or termination shall be effective prior to the 20th day of May, 2021.

ARTICLE XXIV -- FULL-TIME STATUS:

For all purposes under this Agreement, except where specifically stated otherwise, the term "full-time employee" is defined to mean an employee who has averaged forty (40) or more hours per week during the twelve (12) month period immediately preceding the then current date involved in any determination which is required under this Agreement.

ARTICLE XXV -- 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 the names of those employees for whom such deductions have been made and the amount deducted for each employee.

ARTICLE XXVI -- SUBCONTRACTING:

The employer shall notify the union at least sixty (60) calendar days prior to contracting out or subcontracting any work which would result in employees within the bargaining unit being laid off. During this time, the Employer shall meet at mutually agreeable times with a Union committee composed of a Union representative and the stewards from the affected departments to discuss employee concerns and consider suggestions or alternatives so as to try and minimize any impact that contracting out or subcontracting may have on the employees.

ARTICLE XXVII -- HEALTH AND SAFETY:

It shall be the policy of the Medical Center that the safety of the employees, the protection of the work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Union and the Employer are committed to providing a work environment that is free from hostile, abusive,
and disrespectful behavior. It shall also be the responsibility of all the employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees as appropriate, and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures. The Medical Center will make reasonable efforts to provide employees with safe and adequate equipment, work environment, and facilities.

In witness whereof, the undersigned have caused this Agreement to be fully executed this ___ day of May, 2018 at Albert Lea, Minnesota.

For the Employer:  
Mayo Clinic Health System - Albert Lea and Austin  
By: Kris Johnson, Associate Administrator

For the Union:  
SEIU Healthcare Minnesota  
Lisa Weed, Executive Vice President

Kassie Hobbs, Internal Organizer

Sher Wichmann, Negotiating Committee

Dave Larson, Negotiating Committee

Marlene Baseman, Negotiating Committee

Samantha Turrubiartes, Negotiating Committee

Charlotte Nelson-Shocker, Negotiating Committee
## Wage Scales

### Classification/Step

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May 21, 2018

Letter of Understanding
Flexible Scheduling Trial

The parties agreed, as part of 2004 negotiations to continue the trial of flexible scheduling. The following language would be implemented on a trial basis should the Medical Center decide to trial flexible schedules during the term of this agreement.

The Medical Center and the employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this addendum shall be subject to the following conditions:

The employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for a flexible work schedule. The Medical Center shall retain documentation that the employee has agreed to a flexible work schedule and of the type of schedule to which the employee has agreed.

An employee electing to work a flexible schedule may revoke this election by giving the Medical Center written notice of at least one scheduling period prior to the effective date of the Medical Center's next posted schedule of work hours. Every attempt will be made to accommodate the employee's request not to exceed two (2) consecutive scheduling periods. It is understood that another employee's schedule may be affected by this request to change.

The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1 1/2) for work in excess of forty (40) hours per week than the overtime provisions set forth in Article VIII.

Even though the total hours worked during a week may not exceed forty (40) hours, an employee working in excess of his/her scheduled work day, provided the schedule days is eight (8) hours or more, shall be paid at the rate of time and one-half (1-1/2) for all excess time worked.

Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.

PTO shall accrue at a rate proportionate to that specified in Article X.

There will be no discrimination by the Medical Center against any employee because she/he declines to volunteer for flexible work schedules or because she/he revokes a prior election in the manner herein provided.

In establishing a flexible schedule, the Medical Center will avoid any disruptive impacts or alterations in scheduling of hours, shifts, PTO or weekends for employees who are not on flexible work schedules.

Signed:  
Kris Johnson  
Associate Administrator  
Mayo Clinic Health System  
Albert Lea and Austin

Lisa Weed  
Executive Vice President  
SEIU Healthcare MN
Letter of Understanding
Equal Sharing of Weekends

May 21, 2018

The parties agree, as part of the 2013 negotiations, where practical and in departments or areas that currently have weekend work or those departments or areas who may have weekend work in the future, to share equally the weekend work among all the staff working in those departments or areas.

Should the workload shift more to the weekends, the Employer and the Union will address the issue at Labor Management Committee.

Signed:

Kris Johnson
Associate Administrator
Mayo Clinic Health System
Albert Lea and Austin

Lisa Weed
Executive Vice President
SEIU Healthcare MN
May 21, 2018

The parties agree, as part of the 2010 negotiations, that should Albert Lea Medical Center during the term of this agreement, move any current services off campus that we will agree to discuss this with SEIU. It has been our history to evaluate the work being completed by SEIU members vs. the location of their work and it would be our intent to continue to honor that practice.

Signed:  
Kris Johnson  
Associate Administrator  
Mayo Clinic Health System  
Albert Lea and Austin  

Lisa Weed  
Executive Vice President  
SEIU Healthcare MN
Letter of Understanding
Low Census for Nursing Assistants

May 21, 2018

If all Nursing Assistants working on a shift are assigned a mandatory cancel within a pay period, the employer and the union agree to meet and discuss.

Signed: 

Kris Johnson
Associate Administrator
Mayo Clinic Health System
Albert Lea and Austin

Lisa Weed
Executive Vice President
SEIU Healthcare MN