MAYO CLINIC HOSPITAL, METHODIST CAMPUS

AND

SEIU HEALTHCARE MINNESOTA
1. Recognition ................................................................. 1
2. Union Security ............................................................ 2
3. Seniority ........................................................................ 5
4. Grievance Procedure and Arbitration ................................ 11
5. Union Representation .................................................... 14
6. Bulletin Boards .............................................................. 16
7. Disciplinary Action .......................................................... 17
8. Policy .............................................................................. 18
9. Health and Safety ............................................................. 19
10. Strikes and Lockouts ....................................................... 20
11. Hours of Employment ..................................................... 20
12. Leave of Absence ............................................................ 26
13. Holidays .......................................................................... 28
14. Paid Time Off ................................................................. 29
15. Jury Pay ......................................................................... 30
16. Funeral Leave ................................................................. 30
17. Short-term Disability ....................................................... 31
18. Insurance Benefits ......................................................... 33
20. Pension Plan ..................................................................... 36
21. Uniforms and Shoe Allowance ......................................... 38
22. Relief Breaks ................................................................. 39
23. Wages ............................................................................ 39
24. Labor Management Committee ....................................... 42
25. SEIU (COPE) Language ................................................ 42
26. Duration and Effective Date of Agreement ......................... 43
27. Addendums .................................................................... 44
28. Memorandums of Understanding .................................... 48
29. Supplemental Agreement ................................................. 49
30. Wage Schedule .............................................................. 50
THIS AGREEMENT made the 13th day of February, 2019, by and between MAYO CLINIC
HOSPITAL, METHODIST CAMPUS, hereinafter referred to as “THE EMPLOYER” and SEIU
HEALTHCARE MN, hereinafter referred to as “THE UNION.” In the event Mayo Clinic Hospital,
Methodist Campus is merged or consolidated hereafter with another legal entity, the provisions of
this Collective Bargaining Agreement shall be binding upon the resulting merged or consolidated
legal entity insofar as it applies to the existing bargaining unit represented by THE UNION at Mayo
Clinic Hospital, Methodist Campus.

WHEREAS: It is the desire of the respective parties hereto to avoid disruption in the
service and operation of departments covered by this contract and to secure the benefits intended to
be derived by THE EMPLOYER, its employees and THE UNION under these articles of
agreement, it is agreed by and between THE EMPLOYER and THE UNION that their agreement is
hereby amended so that it shall read in its entirety as follows:

THE EMPLOYER hereby recognizes THE UNION as the sole and exclusive bargaining
representative of all employees of THE EMPLOYER employed in the units of the Hospital in
Rochester, Minnesota, with respect to wages, hours and all other working conditions, in the
classifications listed in the Wage Schedule attached hereto, excluding persons hired by THE
EMPLOYER for special work of a temporary nature not to exceed ninety (90) days. Temporary
staff may also be used for absence relief provided additional hours, not overtime hours, are
offered to current employees not working full time.
UNION SECURITY

(1) THE EMPLOYER and THE UNION agree not to enter into any contracts or agreements with the employees herein, individually or collectively, which conflict with the terms

(2) All employees covered by this contract who are now or who may hereafter become members of THE UNION shall, during the life of this agreement, remain members of THE UNION as a condition of continued employment. "Membership" for the purpose of this Agreement is defined to mean the payment as required by THE UNION of standard regular monthly dues, relating to THE UNION'S collective bargaining function.

All employees covered by this agreement shall, not later than sixty (60) days after the date of hiring, become members of THE UNION, as defined in this contract, and remain members of THE UNION, as defined in this contract, during the life of this agreement as a condition of continued employment.

(3) A written statement signed by THE EMPLOYER shall be presented by THE EMPLOYER to each new employee within the bargaining unit, and said statement shall provide as follows:

STATEMENT TO NEW EMPLOYEES:

There is a contract between MAYO CLINIC HOSPITAL, METHODIST CAMPUS AND SEIU HEALTHCARE MN, covering wages, hours and working conditions. Under the terms of this contract all new employees are required to become members of this UNION, as defined in the contract, within sixty (60) days after being employed, by payment of standard regular monthly dues of THE UNION, and are required to remain members as provided in said contract for the remainder of the contract. Actual membership in THE UNION is not required, only the payment of the equivalent of that portion of dues that relates to THE UNION'S collective bargaining functions. You will receive a dues application that will more fully explain your options for complying with THE UNION security provisions of the contract at your Union orientation. Compliance with this
requirement is a condition of continued employment.

MAYO CLINIC HOSPITAL, METHODIST CAMPUS

By

(4) Within fifteen (15) days after an employee covered by this contract has been hired or employment terminated, THE EMPLOYER shall mail THE UNION written notice thereof, stating the employee's name, phone number, address, department, work classification, FTE, date of hire or employment termination, dates of LOA, and date of transfer. The social security number will be provided on the monthly dues remittance report. THE EMPLOYER will also send a monthly list of bargaining unit employees with hours worked per pay period, rate of pay, and gross income. 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 Minnesota 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.

(5) 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 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

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 a sufficient 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

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

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.
In the event that 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.

SENIORITY

(1) Overall seniority shall apply in any hospital or buildings covered by this agreement only in the job classification (as listed in the wage schedule) in which the employee is employed except as hereinafter modified.

(2) In reducing personnel because of lack of work or other legitimate reasons, the last employee hired shall be the first employee laid off in each job classification, and in returning employees to work in such classification the last employee laid off shall be the first employee rehired. The order of layoff within each job classification shall be: 1) Temporary employees, 2) Supplemental employees, 3) Part-time 1 employees, 4) Part-time 2 employees and 5) Regular employees. Employees will be rehired in the reverse order. THE EMPLOYER will determine the number of employees to work in each category, and the schedules of each. When part-time employees in a job classification are to be laid off, and part-time employment is desirable to maintain the work schedule of THE EMPLOYER, a sufficient number of the most junior Regular employees in that job classification may be asked to work on a part-time basis. A Regular employee who is asked to work on a part-time basis and who is unwilling to do so, may be laid off, and a part-time employee retained to perform such part-time work.

(3) Seniority shall mean continuous length of service with THE EMPLOYER.
Employees shall not acquire seniority until they have completed their probationary period, then seniority shall revert to the date of employment. An employee may be dismissed for any reason during the probationary period. The probationary period of each employee shall be the first ninety (90) days of employment, provided, however, that the probationary period of any employee may be extended by agreement between THE EMPLOYER and THE UNION. Discharge within such ninety (90) day period need not be for cause and may not be the subject of the grievance procedure or arbitration. Seniority shall be forfeited on the following grounds:

a. Voluntarily leaving the employ of THE EMPLOYER;
b. Discharge for proper cause;
c. Failure to report for work after a layoff within a reasonable time not to exceed seven (7) days, after THE EMPLOYER has notified the employee to report for work, except as hereinafter provided;
d. When an employee is transferred with his/her consent to a position outside the coverage of this agreement, (e) the shall forfeit seniority, except as provided for in Addendum 2.

The existence of any vacancy or new position within the bargaining unit shall be posted as soon as THE EMPLOYER learns that such will exist, or ten (10) days prior to the vacancy, whichever is later. This posting requirement shall apply only to vacancies or positions which THE EMPLOYER intends to fill. Nothing in this Agreement shall be deemed to require that THE EMPLOYER fill all vacancies.

When a vacancy or new position is to be posted:

a. It will first be posted in the department where the vacancy exists for no less than 48 hours. In the Department of Nursing PCAs will have seniority for vacancies occurring within the unit before being posted to the rest of the department provided the position doesn't result in a change in benefit range (.2 - .49 FTE, .5 - .74 FTE, or .75 - 1.0 FTE) for the bidder.
b. Following the department posting, it will also be posted on the electronic job posting site of THE EMPLOYER.
c. 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. In those instances in which the vacancy or new position does not have a fixed location, THE EMPLOYER
shall specify the department to which the successful bidder would be assigned. Nothing in this Section shall restrict the right of THE EMPLOYER to change the shifts, work schedule or work areas of employees where such action is not prohibited by other provisions of this Agreement. Copies of all job postings can be accessed on the electronic job posting site by the SEIU office at the time they are posted and THE UNION will be notified of the award.

d. THE EMPLOYER agrees to post all Mayo Clinic Hospital, Saint Marys Campus bargaining unit vacancies on the electronic job posting site.

(6) Any employee in the bargaining unit shall be permitted to apply for the vacancy. Applications/profile must be submitted by employees through the electronic job posting site within three business days (Monday-Friday), excluding holidays, after posting, in connection with promotions, rehires and transfers, preference is to be accorded seniority provided the employee possesses the qualifications required to do the job. The following identifies the order by which applicants who possess the qualifications required to do the job will be given the opportunity to fill vacancies or new positions:

a. Applicants in the department job class in which the vacancy or new position occurs will be given the first opportunity to fill the vacancy.

b. If there are no qualified applicants in the department job class in which the vacancy or new position occurs, applicants from other job classes in the department who possess the qualifications required to do the job will be given the opportunity to fill the vacancy.

c. If there are no qualified applicants in the department, qualified applicants from the same department at Mayo Clinic Hospital, Saint Marys Campus will be given the opportunity to fill the vacancy.

d. If there are no qualified applicants from the same departments at Mayo Clinic Hospital, Saint Marys Campus, the qualified applicants from other departments at Mayo Clinic Hospital, Methodist Campus would be able to apply.

e. If there are no qualified applicants in the Mayo Clinic Hospital, Methodist Campus bargaining unit, then it would be open to all qualified bargaining unit members at Mayo Clinic Hospital, Saint Marys Campus before consideration is given to temporary bargaining unit members at both sites equally.

When qualifications are equal or essentially equivalent, the qualified applicant having the greater Bargaining Unit seniority with THE EMPLOYER shall receive the promotion to the vacancy or new position. In the Maintenance Department, departmental seniority will be used.
In situations where the seniority dates are the same, the determination will be made by using the lowest last four digits in their social security number. For all employees hired before March 1, 1997, their current seniority order will be maintained.

In the event there are no qualified applicants from any department for the vacancy, THE EMPLOYER shall have the privilege of filling such vacancies from other sources. The foregoing procedures shall not apply to transfers within job classifications.

(7) An employee with seniority who has been laid off shall have preference in hiring over new employees in job classifications of THE EMPLOYER, provided (s)he has the qualifications to do the work. This section shall also apply to employees being transferred within job classifications.

(8) For purposes of this contract, qualifications to do a given job shall be based on skill, efficiency, job performance, capability and seniority.

(9) Within thirty (30) days after the signing of this agreement and every three (3) months thereafter, THE EMPLOYER shall post and furnish THE UNION up-to-date seniority lists of all employees covered by this agreement. Such seniority lists shall be conclusive unless they are challenged within thirty (30) days after receipt of the seniority lists by THE UNION. In the event of any such challenge, the final settlement shall be determined on the basis of the records of THE EMPLOYER. Regular and part-time employees are to be listed separately on such seniority lists.

(10) Re-employment of members of the Armed Forces shall be governed by the Selective Service Act and amendments thereto, and regulations promulgated thereunder.

(11) THE EMPLOYER and THE UNION shall make every effort to provide work for incapacitated employees returning from the Armed Forces.
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. If an employee so notified does not report to work within seven (7) days (fourteen (14) days if the employee is working elsewhere) after the date his/her notice was mailed, registered mail return receipt requested, (s)he shall forfeit seniority unless (s)he has a reasonable excuse for not reporting. In the event an employee is employed elsewhere when (s)he receives a notice to report to work, the employee may waive his/her right to such work and retain seniority unless THE EMPLOYER gives him/her reasonable assurance of at least six (6) months steady employment. If the work offered is of six (6) months or more in duration, the employee must accept the job or (s)he will lose his/her seniority.

When an employee transfers to another job class (s)he must remain in that job class for a period of twelve (12) months before transferring out of that job class. THE EMPLOYER may allow employees to transfer prior to twelve (12) months as it deems necessary.

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

For the purposes of bidding on a new position, an employee's seniority shall remain in his/her current section until such time as he/she works a shift in the new classification or assignment. An applicant may decline the awarded position within 7 calendar days of acceptance of the new classification or assignment in which case the position shall be awarded to the next most senior employee who bid on that position at the time of the original opening.

In the event THE EMPLOYER rehires an employee who has been discharged, such employee shall not be reinstated in accordance with his/her accumulated seniority status.
unless such action is approved by THE UNION and THE EMPLOYER,

(15) For the purposes of this contract, in the Departments of Environmental Services, Linen and Central Service, and Nursing Services, to the extent that seniority is a factor, regular employees shall have seniority preference over part-time employees, and both regular and part-time employees shall have seniority preference over temporary employees. In all other departments overall bargaining unit seniority shall be the determining factor for regular employees, followed by temporary and supplemental employees. In bidding for a position outside of one's own department, regular employees shall have seniority preference over part-time employees, and both regular and part-time employees shall have seniority preference over

(16) In the event that Bargaining Unit employees transfer between Mayo Clinic Hospital, Methodist Campus and Mayo Clinic Hospital, Saint Mary's Campus on a temporary or regular basis, those employees shall be dovetailed into THE EMPLOYER'S seniority list and shall have a seniority date of hire based on each employee's present seniority date of hire with

(17) Mayo Clinic Hospital, Methodist Campus may float SEIU bargaining unit employees to/from Mayo Clinic Hospital, Saint Mary's Campus for workload or absence relief and those employees shall have a seniority date of hire based on their present seniority date. THE EMPLOYER agrees to pay the float employee the greater job class wage rate of the two Hospitals. In all other respects, the float employee shall maintain provisions of the Mayo Clinic Hospital, Methodist Campus Collective Bargaining Agreement. Employees may be floated from Mayo Clinic Hospital, Saint Mary's Campus to Mayo Clinic Hospital, Methodist Campus prior to offering additional or overtime hours to Mayo Clinic Hospital, Methodist Campus employees.
Except for the Departments of Nursing and Surgical Services, a sufficient number of employees as determined by THE EMPLOYER shall be selected on the basis of seniority. Should a sufficient number of employees not express an interest, then the most junior employees will be assigned to float. In the Departments of Nursing and Surgical Services, employees will be selected to float based on needs and availability. No employee will be required to float without

(18) In the event that bargaining unit work is transferring to Mayo Clinic Hospital, Saint Mary's Campus, if THE EMPLOYER can identify specific bargaining unit employees in the Department of Nursing and Surgery who are affected by the movement of such work, those employees will be required to move to Mayo Clinic Hospital, Saint Mary's Campus. In the event that Nursing or Surgery staff are needed at Mayo Clinic Hospital, Saint Mary's Campus, but individuals are not identifiable, employees will be offered the opportunity to transfer by seniority. In any other department, if staff are needed at Mayo Clinic Hospital, Saint Mary's Campus, employees will be offered the opportunity to transfer by seniority. In all departments, should the most senior employee(s) decline, the least senior employee(s) will be required to accept the transfer. This provision is not in effect until an equivalent agreement is established at Mayo Clinic Hospital, Saint Mary's Campus.

GRIEVANCE PROCEDURE AND ARBITRATION

(1) The grievance procedure hereinafter set forth in this Article is established for the specific purpose of providing prompt and amicable means of a settlement of all questions arising under the terms of this agreement or the application of them. Nothing herein shall require any party to process through the grievance procedure any question which does not arise under the
terms of this Agreement or the application of them. Both THE EMPLOYER and THE UNION shall make every effort to settle grievances quickly and amicably and with a minimum of friction. For the purpose of this article “a day” shall be defined as Monday - Friday, excluding weekends and holidays.

(2) The following shall be the grievance procedure:

STEP 1. The employee, the Steward/Labor/Union Representative, the employee’s supervisor, and HR Partner for the business unit shall attempt to settle the grievance. If the employee so desires, Step 1 may be waived.

STEP 2. If the grievance is not settled at Step 1 within two (2) days, it shall be reduced to writing by THE UNION Representative who shall furnish a copy to the HR Partner. The HR Partner and the department head(s)/managers, the employee, and THE UNION Representative shall then attempt to settle the matter.

STEP 3. If the grievance is not settled at Step 2 within three (3) days, the matter shall be referred to the Labor Relations Consultant who along with other management personnel shall attempt to settle the dispute with THE UNION Representative and/or the International Representative of THE UNION.

If the grievance is not settled at Step 3 within three (3) days, the matter will be handled under either Step 4 or Step 5 of the grievance procedure.

STEP 4. Either party may submit the matter to arbitration within three (3) additional days by furnishing the other party with a written request for arbitration. Arbitration shall be handled in the following manner:

a. Either party may request the Federal Mediation & Conciliation Service to submit a panel of arbitrators. 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 Arbitrator.

b. The party requesting the arbitration shall, at the time of notification to the other party to that effect, state in writing the matter to be arbitrated and the relief that is sought. Authority of the Arbitrator shall be limited solely to the determination of the matter submitted, its decision shall be in writing and shall be final and binding upon both parties and employees involved. The Arbitrator shall not have power to add to, subtract from or modify any way the terms of this
contract. If, during the course of the arbitration hearing, either party introduces any facts which were not introduced during any of the steps of the grievance procedure, the other party shall be granted an extension of hearing upon request.

c. Decision of the Arbitrator shall be made not later than thirty (30) days after hearing the evidence, and the decision final and binding upon both parties.

d. Expenses of the Arbitrator shall be paid equally by THE EMPLOYER and THE UNION.

STEP 5. Discipline cases and grievances that do not require contract interpretation may be submitted to an expedited arbitration procedure. Grievances or disputes where either or both parties intend to obtain a guiding precedent or clarification of ambiguous or confusing language should not be submitted to expedited arbitration. Grievances settled by expedited arbitration shall not be published and shall not serve as precedence or guides to interpret the contract. THE EMPLOYER, UNION and employee affected must consent in writing to disposition of the grievance by expedited arbitration.

Either party may request arbitration as specified in the collective bargaining agreement. However, once an issue has been submitted for expedited arbitration, the resolution shall be made through that procedure, except where both parties reach an agreement prior to the hearing or the issue is withdrawn completely.

The parties shall select a permanent arbitrator who will serve as such for the life of the collective bargaining agreement in force as of this date.

The arbitrator will be notified of a dispute(s) and a hearing date will be set within twenty (20) days from the date of that initial, written notification. The arbitrator may hear one or several issues on the appointed hearing date.

The parties will have the opportunity to present full length discussion and opinions in evidence of their positions. Attorneys representing either party will not be allowed. There will be no verbatim transcripts by a reporter and post-hearing briefs will not be allowed.

The arbitrator's award may be made immediately but in all cases will be delivered to the parties within five (5) business days from the close of the hearing. That decision will be final and binding.
The arbitrator will receive a per diem fee, which includes preparation of the award, the opinion, typing, and mailing of the award, the cost of which will be borne equally by the parties.

(3) Any complaint or grievance not presented as provided within thirty-one (31) calendar days after the incident complained of, or within thirty-one (31) calendar days after the employee should reasonably have been expected to have knowledge of the incident complained of, shall be deemed to have been waived and shall not be entitled to consideration.

Union Representative may visit the Hospital premises if the following procedures are

(A) When visiting the Hospital premises, THE UNION Representative must first notify the Human Resources office and advise the Labor Relations Consultant or one of his/her assistants of the purpose of his/her visit. A forty-eight (48) hour advance notice shall be given.

(B) THE UNION Representative is not to meet the Hospital supervisors without a representative of the Human Resources office being present.

(C) If THE UNION Representative wishes to speak to bargaining unit employees who are on duty, (s)he should so advise the representative of the Human Resources office. A representative of the Human Resources office will then contact the supervisor involved (normally by telephone) to advise the supervisor that THE UNION Representative will be meeting with the
bargaining unit employees so as not to interfere with proper hospital operations. To this end,

Union representatives may meet with employees during authorized breaks with notification to
THE EMPLOYER. THE UNION shall avoid meeting with employees in groups during work
time, except where agreed upon by THE EMPLOYER.

(2) Shop Stewards

(A) The words "Shop Steward" and/or "Leader" shall mean and refer only to
employees who are designated by THE UNION in writing to THE EMPLOYER as authorized
representatives of the employees for grievance procedure purposes. Whenever such
authorization is withdrawn as to an individual Shop Steward and/or Leader or a new Shop
Steward and/or Leader is added to the number of those authorized, THE UNION shall promptly
notify THE EMPLOYER in writing of such action. THE EMPLOYER and its representative
shall be fully protected with a Shop Steward and/or Leader so authorized with respect to any
grievances as to which (s)he has at any time purported to represent the aggrieved employee and
they need not deal with any Shop Steward and/or Leader not so authorized. A limited number of
employees will be granted time off for union business so as not to unduly interfere with the
operations of the department.

(B) Union Stewards and/or Leaders will attempt to conduct Union business during
breaks or lunches, but if this is not possible, the Steward and/or Leader shall be allowed
reasonable time to conduct union business during work time.

(3) 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 his/her orientation shall be expected to attend a one (1) hour session where they will receive an
overview of the Union and its programs. The session will be conducted by the Union.

Representatives designated by the Union and will be held the same day as the Employer's new employee orientation. The employees will be allowed to attend on work time. 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 at least 3 days prior to such orientation. The Employer agrees that for the life of this Agreement, the Employer will be absent from the room during the New Member 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/Leaders 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.

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BULLETIN BOARDS

THE UNION shall be entitled to reasonable use of the bulletin boards of the Hospital for the purpose of posting notices of official business. Other matters of interest to employees may be posted if approved by THE EMPLOYER. It is agreed by the parties hereto that the bulletin board shall be locked and a key maintained by management.

1. Eisenberg Building - Environmental Services Office Hallway
2. Eisenberg Building - Hallway to Jacobson Bldg. – Lobby Floor
3. Eisenberg Building – Cafeteria - Lobby Floor
4. Gonda Building – 15th Floor

THE EMPLOYER reserves the right to change the number and location of these bulletin boards at any time, with notice to THE UNION.
(2) Whenever an employee is given a written warning or other written notice of disciplinary action, a copy thereof will be sent promptly to THE UNION office.

(3) THE EMPLOYER shall have the right to establish reasonable rules evenly applied among the employees covered by this agreement for the operation of the Hospital and for the conduct of said employees. Such rules will be communicated to employees and a copy of the rules and any amendments thereto shall be mailed to THE UNION office promptly. THE UNION's prior approval of the rules shall not be required. However, no rule shall be established which conflicts with any provision of this agreement and when discipline is imposed on any employee for violating such rules such discipline shall be subject to the grievance procedure.

(4) All disciplinary correspondence relating to a particular offense will be removed from the employee's personnel file should the employee receive no additional discipline documentation related to the same offense within a twenty-four (24) month period. Discipline related to absenteeism will be repeated if the previous discipline is over twelve (12) months old. Discipline related to discrimination on the basis of race, color, religion, age, national origin, sex, sexual preference, marital status, public assistance status, or disabilities will remain active in the employee's file for no longer than four (4) years.
(1) The parties recognize the peculiar importance of courtesy and of the protection of confidential information concerning patients and their families as being essential attributes of services performed by Hospital employees. THE UNION agrees that it will endeavor to assist THE EMPLOYER in their program to encourage a constant consciousness of importance of these attributes among employees covered by this contract. In appropriate cases, discourtesy and disregard of the duty to protect confidential information will be regarded as grounds for

(2) THE EMPLOYER and THE UNION mutually agree that it is the intent of both parties not to discriminate in any policy, program or practice on the basis of race, color, religion, age, national origin, sex, sexual preference, marital status, Union status, public assistance status, or disabilities which are unrelated to the individual's ability to perform the job.

(3) 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 representatives or alternatives so as to try and minimize any impact that contracting out or subcontracting may have on the employees.

(4) Both parties to this agreement will work cooperatively to comply with all local, state, and Federal laws pertaining to disabled workers, including the American with Disabilities
(I) THE EMPLOYER and THE UNION agree to do everything reasonably possible
to create and maintain safe, healthful and sanitary working conditions. It shall be the policy of
the Hospital 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 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 Hospital will make reasonable effort to provide employees with safe and
adequate equipment, working environment, and facilities. In accordance with the foregoing, and
in order to maintain proper efficiency, the parties agree that THE EMPLOYER shall have the
right, with reasonable cause, to require employees to pass periodic physical examinations at the
expense of THE EMPLOYER and conducted by any Mayo Clinic Physician. The Employer
Health Service physician and the employees Mayo Clinic Physician will consult to make the final
determination on the employee's fitness for duty. The parties recognize that should such a
physical examination disclose that an employee is unable to perform the essential functions of
the job, that fact shall be grounds to trigger a review of the employee's employment status at the
(2) There shall be at least two (2) Maintenance employees on duty at all times.

(3) THE EMPLOYER'S "Alcohol and Chemical Dependency Policy" and "Smoking/Tobacco Products Policy" will be enforceable under the terms of this Agreement.

(1) THE UNION, the employees and THE EMPLOYER agree that there shall be no strikes, slowdowns, stay-ins, lockouts, or other interference with the operation of the Hospital.

The grievance and arbitration procedures are 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 until December 31, 2022, 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

(1) The basic workweek shall consist of five (5) days, forty (40) hours and two (2) days of rest within a seven (7) day period. The first shift of the basic workweek will be determined by THE EMPLOYER. In providing the basic workweek to employees covered by this contract, the parties agree that days of rest shall be determined in accordance with the

(2) The start time of the first shift of a regularly scheduled workday will commence with the normal departmental scheduling practices. Generally, this would be the first regularly scheduled shift after midnight. Therefore, employees who, as a result of being called in, work past the start time of the first shift would have such hours counted on the next day for purposes
(3) THE EMPLOYER will adopt a pattern of scheduling so that each regular employee shall have at least two weekends (a weekend is defined in the following section) off out of four. Split days off may be scheduled in those weeks in which a weekend is not scheduled. When scheduling days off, such schedules will be drawn up so that weekend days off are rotated among employees in the scheduling unit.

(4) Weekends as used in this article are defined as consecutive days consisting of a Saturday and Sunday. Where agreed by THE EMPLOYER and THE UNION, the weekend may consist of Friday and Saturday.

(5) Time and one-half shall be paid for all hours worked in excess of eight (8) in any one workday or in excess of forty (40) in any one week but not both. If THE EMPLOYER implements 10- or 12-hour shifts within the Departments of Nursing Services or Surgical Services, overtime will be paid for hours in excess of shift lengths, or for hours over 40 hours in a week. If THE EMPLOYER requires an employee to work on the sixth day in a workweek, time and one-half will be paid. If THE EMPLOYER requires an employee to work on the seventh day in a workweek, double time will be paid. No new or extra employees will be called to work in a given job classification of a unit if regular employees in such a job classification and unit are working less than forty (40) hours in a workweek.

(6) If THE EMPLOYER requires an employee to work on the eighth consecutive day or any succeeding consecutive days, the employee will be paid at double time. The calculation for consecutive day premium will not include days that are voluntarily worked.

(7) Employees in the Linen and Central Services, Nursing, and General Services Departments will be allowed to work more than five (5) days within a seven (7) day period.
starting with the first shift of the workweek without being paid overtime on the sixth and seventh
day of the workweek. This means employees who are scheduled to work more than forty (40)
hours in the workweek, will not receive overtime, an 8 and 80 situation for calculation of
overtime. In addition, for scheduling purposes, these employees will have a split day off each

Under this agreement, regular full-time employees in the aforementioned departments
will receive:

1. Every other weekend off.
2. No more than five (5) consecutive workdays.
3. No double back shifts.
4. Friday and Saturday nights as weekends off for night employees.

No employee shall be required to take time off because of extra hours worked beyond their regular schedule.

THE EMPLOYER reserves the right to prepare work schedules and to schedule
days off. Work schedules will be made up to cover a minimum period of two (2) weeks and shall
be posted in a location most convenient to all employees in a scheduling unit two (2) weeks in
advance of the employee’s schedule. Work schedules and scheduled days off may be changed
without notice in case of emergency. After such emergency the employee shall resume his/her
regular work schedule where possible. Time-and-one-half shall be paid for hours worked on
those days initially scheduled as days off on the posting date and for hours worked on
rescheduled days off due to an emergency after the posting date. If days off have been changed at
the request of an employee following the posting date, only work performed on the substituted
days off shall be paid for at time and one-half.

Employees who are normally allowed to wear their uniforms home shall be permitted to
take their lunch periods off the Hospital premises. Other employees may take their lunch break
off the Hospital premises but will not be permitted to wear THE EMPLOYER provided uniform
outside the Hospital premises.

(10) Where employees, other than those working split shifts, report to work without
having been notified not to report, they shall receive at least four (4) hours work or four (4) hours
pay in lieu of work. Under the same condition, those employees working in split shifts shall
receive at least pay for the hours normally scheduled for that shift or permitted to work such

(11) In the event an employee has been requested to work on his/her day off and then
reports for work, and no work is available, (a) he shall be paid eight (8) hours at time and one-half
for such called-in work; provided however, if such work is regularly scheduled for less than eight
(8) hours, then such employee shall receive time and one-half for such hours as are normally
scheduled. Insofar as practical, THE EMPLOYER shall give notice twenty-four (24) hours in
advance to employees called in to work on their day off.

(12) Each regular employee who is called to work outside of his/her regular working
hours shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work. In the event
the employee is called to work a scheduled shift of less than four (4) hours the employee will be
paid only for length of that shift. The employee will be paid at the straight-time or overtime rate
of pay, whichever is applicable.

(13) The following rules will be followed in the distribution of overtime work:

a. In all instances, THE EMPLOYER shall have the right to determine shift
lengths and whether or not overtime is to be worked. However, THE
EMPLOYER agrees to make every effort to give employees a minimum of
one-hour notice prior to the end of the shift, when management would have
foreseen the need for overtime.

Specifically, THE EMPLOYER shall have the right to assign work to the
employee(s) on the next shift, rather than have work completed by the
employee(s) on the earlier shift on an overtime basis.

b. Scheduled overtime (defined as overtime which THE EMPLOYER can reasonably anticipate at least twelve (12) hours before the overtime work would begin) shall be offered to qualified employees in the job classification in order of their seniority. If the qualified employees with higher seniority decline the work, the junior qualified employee(s) in the job classification must accept the overtime.

c. When an employee is working on a specific task, which is not completed by the end of his/her shift, THE EMPLOYER determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. However, if at the time the task is begun, THE EMPLOYER can reasonably anticipate that the task will extend beyond the end of the shift, and that overtime work will be required, THE EMPLOYER shall, to the extent practical, offer the opportunity to perform the task to the qualified employees with higher seniority should they decline the work, the junior qualified employee(s) in the job classification working on that shift must accept the overtime.

d. Subject to the foregoing, an employee shall be expected to work reasonable amounts of overtime when requested to do so by his/her supervisor. Advance notice of twenty-four (24) hours shall be given when practical to do so.

Definition of Regular, Part-time, on-call, and Temporary employees.

a. Regular Employees — All routinely scheduled employees who work from thirty (30) to forty (40) hours per week (60-80 hours per pay period).

b. Part-time 2 Employees — All routinely scheduled employees who regularly work twenty (20) to twenty-nine (29) hours per week (40-59 hours per pay period).

c. Part-time 1 Employees — All routinely scheduled employees who regularly work one (1) to nineteen (19) hours per week (1-39 hours per pay period.)

d. Part-time On-Call — All employees hired to work on an irregular shift on a casual or occasional basis.

e. Temporary Employees — Employees hired to fill vacancies on a temporary basis not to exceed six (6) months. After ninety (90) days of continuous employment, they will become eligible for Union membership and seniority. Their seniority date shall revert to their original date of employment.

(15) Only time worked will be considered when computing overtime and/or premium
pay for the workweek and/or workday. This provision will become effective at the same time as
it is for the nonunion employees.

(16) Additional hours, not overtime hours, for staff not working full-time will be
eroffered on the basis of seniority for absences scheduled prior to the schedule being posted.

Unscheduled absences (absences during posted schedule) will not require THE EMPLOYER to
offer on the basis of seniority. Employees will be required to work a reasonable amount of
additional hours. Should all of the employees refuse the additional hours the least senior part-
time employee(s) must accept the additional hours and report to work. Nothing in this Section
shall restrict the right of THE EMPLOYER to determine whether additional hours are to be

(17) Any part-time employee who is consistently scheduled and consistently works at
least .5 FTE for a period of six (6) months or more may request to have authorized hours changed
to .5 FTE. Any part-time employee who is consistently scheduled and consistently works at least
.75 FTE for a period of six (6) months or more may request to have authorized hours changed to
EMPLOYER will not be required to increase authorized hours if such hours are
based on a temporary need such as coverage for an illness or other leave of absence, unscheduled
absences, PTO, giving-away shifts, and hours from posted but unfilled positions. The upgrade
would not occur if it would result in consecutive weekend 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.
Leaves of absence shall be granted as specified under the provisions of THE EMPLOYER'S Leave of Absence Policy. Changes to this policy will become effective at the time they are implemented for the nonunion staff. Leaves of absence in excess of one (1) year and any extensions of leaves beyond one (1) year shall be made by mutual consent of THE EMPLOYER and THE UNION. Requests for leaves of absence shall be made to the employee's department head who shall transmit the requests to the Human Resources office. THE UNION shall be notified in writing of such leave of absence granted by THE EMPLOYER and shall signify its consent in writing with respect to each leave of absence for which Union consent is necessary.

THE EMPLOYER 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 steward or leader training, Lobby Day, Union conventions or serve in any capacity on other official Union business, provided two (2) weeks advance notice is given to THE EMPLOYER 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 Hospital's operations due to lack of available employees, and, in no event shall more than six (6) employees be granted such time off at any time nor more than one (1) employee from any

Any member of THE UNION who is on the payroll of THE EMPLOYER at the
time (s) he is appointed or elected to a permanent or temporary office in THE UNION, or the
International Union, requiring services which will take him/her off the payroll, shall be given a
leave of absence as long as he/she holds his/her office. A minimum of thirty (30) days notice
will be granted for employees taking a leave of absence of more than five (5) days to work for
THE UNION.

(4) Employees shall be granted time off for the purpose of negotiating a collective
bargaining agreement with THE EMPLOYER. Provided that not more than eleven (11)
employees will be granted time off for any single negotiation meeting, only one employee per
department will be absent at one time and THE EMPLOYER will be provided a minimum of
fifteen (15) days advance notice whenever possible. Time off for these purposes shall be
considered as excused absences. However, no employee shall be paid for time spent in these
activities.

(5) Bargaining unit employees within the job class may be assigned to perform the
duties of an employee on a leave of absence. Any new employee(s) hired to fill in or to help
cover the absence shall be regarded as temporary employee(s). In the event, the employee on
leave returns to his/her job, bargaining unit employees assigned to replace the employee on leave
will be reassigned to his/her original position, including the domino effect upon other bargaining
unit employees reassigned to accommodate the one on leave of absence. If there is no further
need for temporary employees to cover for leave(s) of absence, they will be terminated.

(6) Failure to report for work at the end of the period of a leave of absence is
equivalent to a resignation provided no extension has been given by THE EMPLOYER.

(7) Seniority shall accumulate during periods of leave of absence.

(8) No employee shall receive a leave of absence to work for another employer,
(9) When an employee returns from a leave of absence, s/he shall be given work in
the same job classification that s/he had prior to his/her leave of absence, and where practical,
shall return to his/her same work schedule and scheduled days off.

(1) Employees classified as Regular, and Part-time 2, will receive PTO benefits as
provided in the PTO Policy. Employees classified as Part-time 1, Part-time On-Call and
Temporary will not be eligible for holiday benefits except as described below.

(2) The following are recognized as holidays:

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

(3) Employees who are scheduled to work a Monday - Friday work schedule will
observe holidays falling on Saturday or Sunday on either the preceding Friday or the following
Monday. Employees who are regularly scheduled to work a Monday - Sunday work schedule
will observe holidays on the actual day they might fall on.

(4) Part-time 1 and Part-time on-call employees will receive time and one-half for all

(5) Holiday rotation for the Patient Care Assistants in the Department of Nursing will
be according to Nursing Department policy for nonunion staff.

(6) Notwithstanding the foregoing, THE EMPLOYER shall apply any changes to the
existing holiday policy which are applied to non-contract employee groups during the term of
(1) The Paid Time Off (PTO) Program will be effective at the same time as it is for
the nonunion employees at the Hospital. Those employees classified as Regular or Part-time 2
will be eligible for the PTO Program as defined in the PTO Policy. Employees classified as Part-
time 1, Part-time On-Call and Temporary are not eligible for PTO benefits.

(2) The following schedule shows the annual PTO accrual for full-time employees.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>PTO in Days</th>
<th>PTO in Hours</th>
</tr>
</thead>
</table>

(3) Employees will be eligible to receive their PTO benefits as they accrue it each pay
period. Full-time employees will accrue PTO on a schedule which will provide a yearly
accumulation equivalent to the appropriate PTO schedule in accordance with Section 2 of this
Article. Eligible Part-time employees will accrue PTO on a pro rata basis.

(4) Preference as to time of Paid Time Off shall be given on the basis of Hospital
Bargaining Unit seniority. Scheduling of Paid Time Off shall be arranged so that the functioning
of the department shall not be impaired. In the Department of Linen and Central Services,
preference as to time of Paid Time Off shall be given to employees based upon Hospital
Bargaining Unit seniority without respect to their full-time vs. part-time status.

(5) If an employee's services are terminated for any reason prior to the time of the
taking of his/her PTO, (s)he shall be paid the full amount of his/her accumulated PTO pay on or
(6) If an employee becomes eligible for short-term disability during his/her paid time
off, (s)he may, at his/her option, discontinue his/her paid time off and draw short-term disability
benefits as provided in Article XVII of this Agreement. In such event, the employee may take
the unused portion of his/her Paid Time Off at a later time.

(7) THE EMPLOYER shall apply any changes to the PTO program which are applied
to nonunion employee groups during the term of this agreement.

No employee shall be required to perform work for THE EMPLOYER during any 24-
hour period (11:00 PM to 11:00 PM) during which the employee is required to be present for
petit or general jury service. If an employee with seniority is required to perform jury service
during a 24-hour period during which (s)he was otherwise scheduled to work at the Hospital,
THE EMPLOYER will pay the employee any straight time pay the employee would otherwise
have earned for working during the 24-hour period during which the employee was required to
perform jury service. However, a day shift employee dismissed from jury service before the end
of the work shift shall immediately call his/her supervisor to see if needed to report to work for

(1) Each Regular and Part-time employee will be granted time off according to the
following schedule, to attend the funeral or memorial service of a member of such employee’s
immediate family and will be paid his/her regular rate of pay for the hours (s)he would have
worked had (s)he not attended the funeral or memorial service.

a. EXCEPT in the event of the death of an employee’s parent, spouse or child,
employees are eligible to be given the day of the funeral or memorial service
and up to two (2) days (shifts) in conjunction with the day of the funeral or
memorial service provided the employee was scheduled to work these days
(possible total of three (3) consecutive days).

b. For the death of parent, spouse, or child (or individuals legally fulfilling these
roles) employees are eligible to be given the day of the funeral or memorial
service and up to four (4) days (shifts) in conjunction with the day of the
funeral or memorial service provided the employee was scheduled to work
these days (possible total five (5) consecutive days).

c. Immediate family shall mean husband, wife, mother, father, brother, sister,
half-brother, step-brother, half-sister, step-sister, son, daughter, mother-in-law,
father-in-law, step parents, legal guardian/wards, son-in-law, daughter-in-law,
grandparent, grandparent-in-law, grandchildren, brother-in-law, sister-in-law,
stepdaughter, stepson.

(2) If a funeral leave occurs during the employee’s scheduled vacation, the employee
will be permitted to substitute funeral leave in lieu of vacation time.

(3) In order to be eligible for funeral leave, employees may be required to submit
reasonable proof of attendance at the funeral or memorial service.

(1) Employees shall be eligible for the employer’s short-term disability plan based on
the following: Employees classified as Regular or Part-time 2 will be eligible their first day of employment and will receive 120 hours at full pay plus 400 hours at half pay (50% of salary). The benefit amount is prorated for part-time employees. Employees with more than five (5) years seniority shall receive 520 hours at full pay. The benefit amount is prorated for part-time employees. Employees will have their short-term disability account reinstated on their anniversary date of employment, provided the employee is not on long-term disability and is actively back at work in their regular assignment. Coverage will be prorated for part-time employees. Employees classified as Part-time 1, Part-time On-Call and Temporary are not eligible for the employer's short-term disability plan. THE EMPLOYER reserves the right to amend or change this plan at the time it makes similar changes to THE EMPLOYER'S disability plan for nonunion, non-exempt employees.

(2) Short-term disability will be paid after a forty (40) hour waiting period (prorated for part-time) is completed for each illness. Short-term disability will be paid only for working

(3) If any employee who has short-term disability is absent from work under circumstances such that the employee is eligible to receive Workers' Compensation benefits, he/she shall be permitted to use his/her short-term disability to make up the difference between his/her weekly Workers' Compensation benefit and his/her average weekly net earnings during his/her most recent twelve (12) full weeks of work at the Hospital. In determining the total amount of short-term disability benefit which is available to supplement the Workers' Compensation benefit for any employee or the number of days of short-term disability which has been used for that purpose, one (1) day's short-term disability shall be deemed to be equal to the employee's regular straight time rate times the average number of hours (8) he has worked per day.
during the last full workweek at the Hospital.

(4) "Illness" as used in Section (2) shall include physical disability due to confinement and recovery after childbirth. This period is normally considered to extend from delivery until the employee is physically able to return to work. This time is usually not more than six (6) weeks (30 working days). Medical complications may extend the physical disability beyond the six (6) weeks maximum. In this case, the employee must receive written documentation from the attending provider and coordinate communication with Occupational Health Service (OHS), Human Resources, and their supervisor. THE EMPLOYER, after review, recommends the action to be taken regarding extension of the short-term disability and advises the employee. In all cases the maximum amount of paid short-term disability will be subject to the amount of short-term disability an employee has.

(5) Employees will follow the provisions of the Medical and Dental Policy for absences related to dental examinations or treatment, physical examinations or treatment and eye examinations or treatment. Time off for such appointments must have prior supervisory approval and the employee may be required to show proof of the appointment and shall return to work after the appointment. However, when possible, employees will make every effort to schedule appointments during their scheduled time off.

(1) Employees and their eligible dependents covered by the terms of this agreement are eligible for the insurance benefits as set forth in the following:

Group Health Plan — Regular, Part-time 2 employees, and their eligible dependents.

Mayo Reimbursement Account — Regular, Part-time 2 employees, and their
eligible dependents.

Delta Dental Standard — Regular, Part-time 2 employees, and their eligible dependents.

Delta Dental Deluxe — Regular, Part-time 2 employees, and their eligible dependents.

Vision Care Plan — Regular, Part-time 2 employees, and their eligible dependents.

Life Insurance — Regular employees, Part-time 2 employees

Long-term Disability Insurance — Regular employees, Part-time 2 employees

Accidental Death and Dismemberment Insurance — Regular employees, Part-time 2 employees

Definition of eligible dependents — Dependents who qualify for benefits are:

spouse and children who are under age 26 (including biological, legally adopted or stepchildren).

Disabled children age 26 and older may be eligible for benefits.

(2) Schedule of Benefits

a. Group Health, Delta Dental Standard, Delta Dental Deluxe and Mayo Reimbursement Account — Eligible employees and their eligible dependents will be eligible for a medical care plan, dental plan and the Mayo Reimbursement Account that is provided to other Hospital employees.

b. Life Insurance — Eligible employees have employer paid life insurance equal to three (3) times their annual salary. The amount of death benefits will be changed in accordance with the employee's annual salary, provided however, that no such increase will become effective unless and until the employee is actually at work. Eligible employees who terminate their employment and qualify under the Extension of Benefits provisions (Section 3) will continue to be eligible for a life insurance benefit equal to $5,000.

There is a reduction in the life insurance benefit for employees working beyond age 65:

- Age 65: 60 percent of three times salary
- Age 70: 40 percent of three times salary
- Age 75: 25 percent of three times salary
- Age 80 or more: 15 percent of three times salary
c. Long-term Disability — Eligible employees will be eligible for a Long-term Disability Benefit Plan provided by THE EMPLOYER that provides sixty-five percent (65%) of salary in coordination with other disability plans after thirteen (13) calendar weeks of continuous absence due to illness or injury.

d. Accidental Death and Dismemberment Insurance — Regular and Part-time 2 employees are eligible for one (1) times their annual salary in Accidental Death and Dismemberment Insurance.

e. Adoption Benefit — Regular and Part-time 2 employees are eligible for an adoption benefit program of ten thousand dollars ($10,000), five hundred ($500,00) for the adoption of a stepparent.

(3) EMPLOYEE CONTRIBUTION — The amount of the Benefit Plan contribution for bargaining unit employees and dependents will coincide with the contribution charged to other Hospital employees. The contribution may change (increase/decrease) in order to coincide with the contribution required of other Hospital employees during the life of this Agreement.

(4) EMPLOYEE PURCHASED PLANS — Regular employees and Part-time 2 employees may purchase the following benefit programs by paying the required premiums through payroll deductions.

  Accidental Death and Dismemberment
  Group Universal Life Insurance
  Family Life Insurance

(5) FLEXIBLE SPENDING ACCOUNTS — Regular employees and Part-time 2 employees may elect to participate in a Health-Care Flexible Spending Account and/or a Dependent Care Flexible Spending Account.

(5) SCHOLARSHIP PLAN — The Mayo Foundation Scholarship Plan is available to

(7) PROFESSIONAL DEVELOPMENT ASSISTANCE PROGRAM (PDAP) — The
(8) **BENEFITS IN RETIREMENT** — Eligible employees who terminate their employment with the Hospital and meet the following service and age provisions will be eligible to continue their medical coverage under the same terms and conditions as noncontract employee groups during the term of this agreement:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Age</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>60-61</td>
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<tr>
<td></td>
<td>55-59</td>
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<tr>
<td></td>
<td>Any age</td>
</tr>
</tbody>
</table>

Employees retiring after December 31, 2010, will not be eligible for the Mayo

(9) Notwithstanding the foregoing, THE EMPLOYER may apply any changes in existing benefit plans listed in this Article which are applied to noncontract employee groups during the term of this agreement.

(1) **THE EMPLOYER will continue in effect a Pension Plan for bargaining unit employees with the following general provisions to be effective January 1, 1989:**

- Retirement benefits based on employee's average earnings.
- Pension benefits that may be increased by an annual inflation factor up to 1.5% percent per year.
c. Employees being vested after five (5) years of service (as defined by the plan).

d. Pension benefits to be received as early as age 55.

e. Effective February 1, 2011, the minimum pension benefit will be forty dollars ($40.00) per year of benefit service. If during the life of this agreement the EMPLOYER increases the minimum pension benefit for the union employees beyond forty dollars ($40.00), the increase will also be given to the employees covered by this contract.

f. Effective February 1, 1997, the RMH Pension Plan Document will be amended to reflect the early retirement payment schedules shown below.

g. As of January 1, 1999, the cap of 40 years of benefit service to the minimum benefit calculation will be increased to 50 years. In addition, the pension plan will be amended to remove the requirement that pension payments must begin for employees still working for the employer at age 70-1/2.

Reduction of Early Retirement Benefit Payable Before Age 65:

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

<table>
<thead>
<tr>
<th>Payments Beginning at Age</th>
<th>Percent of the Amount Payable at Age 65</th>
</tr>
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<tbody>
<tr>
<td>Schedule A</td>
<td>Schedule B</td>
</tr>
<tr>
<td>65</td>
<td>100%</td>
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<tr>
<td>64</td>
<td>100%</td>
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<td>63</td>
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<tr>
<td>62</td>
<td>100%</td>
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<tr>
<td>61</td>
<td>95%</td>
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<tr>
<td>60</td>
<td>92%</td>
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<tr>
<td>59</td>
<td>85%</td>
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<td>58</td>
<td>80%</td>
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<td>57</td>
<td>74%</td>
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<tr>
<td>56</td>
<td>68%</td>
</tr>
<tr>
<td>55</td>
<td>62%</td>
</tr>
</tbody>
</table>

37
UNIFORMS AND SHOE ALLOWANCE

(1) All employees who are required by THE EMPLOYER to wear uniforms shall be furnished the same in adequate numbers by THE EMPLOYER. In the Department(s) of Environmental Services and Nursing Services, employees may be provided a uniform allowance in the same manner as being done at Mayo Clinic Hospital, Saint Marys Campus. These provisions will be extended to noncontemporary employees working less than half-time. In the event THE EMPLOYER chooses to change the uniform worn by the employees covered under this agreement, THE UNION and THE EMPLOYER will meet to negotiate the number of new uniforms to be provided by THE EMPLOYER to the employee.

(2) Uniforms furnished by THE EMPLOYER will be laundered without charge to the employee except that where a uniform has become unusually soiled or irreparable due to negligence, the employee will be charged for laundry and/or replacement costs.

(3) An allowance of two hundred dollars ($200.00) per year will be given all permanent full-time employees in Environmental Services and Nursing Services who are required by management to purchase uniforms. Those permanent part-time employees working half time or more will be given a prorated allowance. The uniform allowance shall be paid quarterly on March 1, June 1, September 1, and December 1 in each year. For employees on a leave of absence for one year, the uniform allowance will be discontinued at that point.

(4) Employees who are required by management to purchase special shoes that must remain at the Hospital, shall either be given an allowance of fifty and no/100 ($50.00) dollars per year or management will provide the shoes. A shoe allowance of up to one hundred twenty-five
and not 100 dollars ($125.00), per year, with receipts shall be paid to employees who are required
to purchase OSHA-approved safety shoes.

(5) An access identification card will be worn by each employee. One access
identification card will be provided by THE EMPLOYER at the time of employment or
department change.

(1) Regular employees shall receive one relief break of fifteen (15) minutes in length
(from the time of leaving the work area to the time of return) within every four (4) consecutive
hours worked in each working day at the discretion of their supervisor or department head.

Relief breaks should be taken in the building. The times of the day relief breaks should be taken
will be mutually agreed upon between the employee and the department head or supervisor, the
intent being that the effectiveness of the department and the maximum quality of patient care be
insured and that the refreshment facilities be used most advantageously. Employees who are
normally allowed to wear their uniforms home shall be permitted to take their relief breaks off
the Hospital premises. Other employees may take their relief breaks off the Hospital premises
but will not be permitted to wear the hospital-provided uniform off the Hospital premises.

(2) Each employee who works a shift consisting of eight (8) or more consecutive
hours shall receive one (1) unpaid one-half (1/2) hour meal period at a time to be determined by

THE EMPLOYER.

(1) The parties have reached an agreement on job classifications and wage rates. A
schedule signed by the parties covering job classifications and wage rates consistent with the
agreement of the parties is attached hereto and is hereby made a part of this agreement.

(2) 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/her regular rate while on

(3) Effective April 26, 2000, the new hourly shift differentials will be: one dollar and
thirty cents ($1.30) for evenings; one dollar and ninety cents ($1.90) for nights; one dollar and
seventy-five cents ($1.75) for weekend days; three dollars and five cents ($3.05) for weekend
evenings; and three dollars and sixty-five cents ($3.65) for weekend nights, except for CSTs,
circulating SPCAs in the ORs and Maintenance employees.

For CSTs and circulating SPCAs in the ORs, the hourly shift differentials will be as follows:
one dollar and sixty-cents ($1.60) for evenings; two dollars and fifteen cents ($2.15) for
nights; one dollar and eighty-five cents ($1.85) for weekend days; three dollars and forty-five
cents ($3.45) for weekend evenings; and four dollars ($4.00) for weekend nights.

For Maintenance employees, the hourly shift differentials will be as follows: one dollar
and ninety cents ($1.90) for evenings; two dollars and fifty cents ($2.50) for nights; two dollars
($2.00) for weekend days; three dollars and ninety cents ($3.90) for weekend evenings; and four
dollars and fifty cents ($4.50) for weekend nights. The defined hours for evening, night, and
weekend shift differentials shall be the same as for the nonunion employees. Shift differential is
paid only for hours actually worked off shift, and is not included when an employee takes time

(4) When an employee's rate is increased under the following schedule, that rate
increase shall become effective on the first day of pay period in which the employee's anniversary date falls. The foregoing will apply to all wage increases as established in this Working Agreement.

(5) Call is part of the normal job assignment of all CSTs. CSTs in Surgical Services will be paid $5.25 per hour when scheduled to be "on-call." The method for computing payment of on-call pay will be the same as for other employees in the Department of Surgical Services.

(6) In the Department of Surgery if a CST scheduled on call is requested to report to work, that CST will be paid only for the length of the case.

(7) Each employee who is required to leave his/her job because of an occupational injury shall receive pay for all hours (a) he was scheduled to work on the day the injury or illness occurs provided the employee has short-term disability available to use.

(8) If new classifications are added to the bargaining unit during the period of this contract, the rate for each will be negotiated with the Representative of THE UNION.

THE EMPLOYER will furnish THE UNION, upon request, with job descriptions of bargaining unit jobs, including new or modified job descriptions.

(9) THE EMPLOYER shall have the right to institute a mandatory direct deposit pay program for all employees, under which paychecks of each employee will be deposited to the credit of the employee in a Rochester bank, or in another bank of the employee's choosing located within one hundred (100) miles of Rochester.

(10) Pay periods will be biweekly. Pay stubs will be available to employees within six working days, Monday through Friday, after the completion of the pay period. Upon notification of an error in payroll of 20% of FTE hours or more, such error will be corrected within four (4) working days (Monday through Friday). Otherwise, the error will be corrected on
the following payroll run after the employee has notified THE EMPLOYER Human Resources

(11) Maintenance employees shall receive a twenty-five (25) percent depreciation allowance on all their tools that are approved by their department head for use in their work in the Hospital. A sales slip must be given to their department head as evidence of the tool or tools to be added to their inventory. Depreciation will be paid in accordance with the schedule as set up by the Accounting Department and will be paid on or before February 15 of each year for the preceding twelve (12) month period beginning January 1.

(12) In the event a nonbargaining unit employee transfers into a position at Mayo Clinic Hospital, Methodist Campus represented by SEIU, the employee will receive length of service credit for time worked at Mayo. THE UNION seniority and pension dates, however, will be effective the date of the transfer.

LABOR MANAGEMENT COMMITTEE

THE EMPLOYER and THE UNION may jointly establish a Labor Management Committee which is to meet monthly or at such intervals as the Committee may decide is necessary to discuss matters relating to the employee's employment at Mayo Clinic Hospital, Methodist Campus such as experimental programs of flextime, permanent shifts, job sharing, and seniority preferences. It is understood, however, that the discussions are not "negotiations" and the Committee does not have authority to change or amend this contract.

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 such employee.

DURATION AND EFFECTIVE DATE OF AGREEMENT

This agreement shall remain in full force and effect from and after February 1, 2019, to
and including January 31, 2022, and shall continue thereafter from year to year unless either party
shall, at least ninety (90) days prior to January 31, 2022, or any anniversary date thereafter, notify
the other party in writing of his intention to amend, modify or terminate this agreement.

IN WITNESS WHEREOF THE EMPLOYER AND THE UNION hereto affixed their
signatures this 13th day of May 2016.

MAYO CLINIC HOSPITAL
METHODIST CAMPUS

SEIU HEALTHCARE MN
ADDENDA

Mayo Clinic Hospital, Methodist Campus (hereinafter called THE EMPLOYER) and SEIU HEALTHCARE MN (hereinafter called THE UNION) mutually agree that Addendum 1 and Addendum 2 shall continue in full force and effect.

SEIU HEALTHCARE MN

By __________________________

MAYO CLINIC HOSPITAL, METHODIST CAMPUS

By __________________________
This is an Addendum regarding the Surgical Services Department.

(1) Surgical Patient Care Assistants at RMH in the circulating role will be replaced by CSTs through attrition. During this time period the SPCAs will be expected to cover absences for the CSTs. Anytime actually spent covering for such absences the SPCAs will be paid the higher CST wage rate.

(2) The professional/technical nursing model which consists of 1 RN and 1 CST in each operating room may be implemented in the adult reconstructive orthopedic services. Through attrition the professional/technical nursing model will be implemented in the RMH surgical suite. The cast room staffing will consist of CSTs and normally no more than two (2) RNs.

(3) The Certified Surgical Technician and Registered Nurse may perform all functions for which they are qualified, including any interchangeable functions as may be necessary to work as a team supporting the needs of the patient.

As part of this team concept, the timing of breaks, relief, and other personnel changes will be given as to offer the least disruption to the current case based on the needs of the patient as determined by THE EMPLOYER. Additional staff in any classification may be added dependent on the procedure and needs of the patient at THE EMPLOYER'S discretion.

(4) Ward Secretary(s) in the pre-op area will operate the call system, assist with statistical/computer data entry, and perform other clerical functions as needed in the pre-op area. SPCAs currently working at the pre-op area will continue to be assigned to patient transport duties.

(5) Non-circulating SPCAs who have successfully completed the Surgical Technology program previously provided by THE EMPLOYER will be considered as CSTs for the purpose of bidding on posted CST positions.

(6) At this time (June 1992) the clean/core staffing model at RMH is not expected to change.

(7) In Vitro CSTs will be scheduled for seven (7) days of call with the following seven (7) days off. THE UNION has agreed that the 6th, 7th and subsequent day premium pay provisions of THE UNION contract are waived. These employees will now be paid overtime if they work in excess of eight (8) hours in one day or forty (40) hours in a week.

(8) Management may implement the 360E Performance Review process in Surgical Services at Mayo Clinic Hospital, Methodist Campus with the following components:

a. Employees will be asked, but not required, to provide feedback.

b. When providing feedback, employees will be required to sign the feedback document.
c. Feedback documents will be destroyed within six (6) weeks following the delivery of the Performance Appraisal.
d. Feedback will be compiled into the performance appraisal without individual names attached to comments.

(9) Employees in Surgical Services who bid on and receive a posted position which results in a greater FTE or a wage increase would be transferred into their new position in a reasonable amount of time but not to exceed more than thirty (30) days or be paid any hourly wage difference or be offered hours to make up any FTE difference.
ADDENDUM 2

This is an Addendum concerning employees eligible for the Return to Work Job Search Program and employees with long term and/or permanent restrictions.

Employees who are unable to perform the essential functions of their jobs with reasonable accommodation will be eligible to participate in the Return to Work Job Search Program under the same provisions of the program as nonunion employees.

Employees whose restrictions appear to be of long term or permanent nature and such restrictions appear to restrict them from returning to a position represented by THE UNION may continue as members of the Union for up to one year from the date of their permanent restrictions. At the end of one year if they have not successfully bid on a position represented by SEIU Healthcare MN, they will be removed from the Union. Permanently restricted employees may voluntarily opt out of the Union before the one-year deadline.

Employees accepting positions outside the coverage of this agreement will forfeit their seniority as provided in Article III, Section 3.

Employees electing not to participate in the Return to Work Job Search Program, yet unable to perform the essential functions of their job with reasonable accommodations, will voluntarily resign employment with THE EMPLOYER.
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding concerns the interview process for the LCS Lead position within the Department of Linen and Central Services (DLCs), Mayo Clinic Hospital, Methodist Campus.

Any current employee of the DLCs, RMH, regardless of the employee's current classification, may apply for a LCS Lead position and be interviewed for that position. The basis for awarding the position will be the same as the criteria used for nonunion positions.

The LCS Lead will rotate through all Linen and Central Services jobs.
MAYO CLINIC HOSPITAL, METHODOIST CAMPUS (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 usual 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 effect 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, stay-in or other interference of THE EMPLOYER'S operations 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 3/15/9

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