COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MAYO CLINIC HOSPITAL,
SAINT MARY’S CAMPUS

AND

SEIU HEALTHCARE MINNESOTA

ROCHESTER, MINNESOTA

APRIL 23, 2018

THROUGH

APRIL 22, 2021
7 Tests of Just Cause

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

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

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

4. Was the investigation fair and objective?

5. Did the investigation uncover substantial proof of guilt?

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

7. Was the corrective action reasonably related to the member’s work record and the gravity of the offense?
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THIS AGREEMENT made the 10th day of April, 2018, by and between MAYO CLINIC HOSPITAL, SAINT MARYS CAMPUS, hereinafter referred to as "THE EMPLOYER" and SEIU HEALTHCARE MN, hereinafter referred to as "THE UNION." In the event Mayo Clinic Hospital, Saint Marys 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, Saint Marys Campus.

WHEREAS: It is the desire of the respective parties hereto to avoid disruption in the service and operation of the 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:

Article 1

RECOGNITION

Section 1. THE EMPLOYER hereby recognizes THE UNION as the sole and exclusive bargaining representative under the labor laws
applicable to THE EMPLOYER with respect to the employees in the job classifications listed on Wage Schedule attached hereto, except Sisters, doctors, fellows, student workers, and persons hired by the Hospital not to exceed ninety (90) days for absence relief.

"Student worker" shall be defined as a person attending high school.

THE EMPLOYER will conduct quarterly reviews of its student employees to determine the current status of each and will notify THE UNION as to any who are no longer students.

The Hospital reserves the right and the responsibility to deal with those matters not addressed by this Agreement.

A temporary position shall not exceed six (6) months in duration unless an extension is agreed upon by the Hospital and THE UNION.

Article 2

UNION SECURITY

Section 1. THE EMPLOYER agrees not to enter into any contract or agreement with the employees herein, individually or collectively, which conflicts with the terms and provisions hereof.

Section 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.

Section 3. A written statement signed by THE EMPLOYER shall be presented by THE EMPLOYER to each new employee within the bargaining unit at the time of hiring, and said statement shall provide as follows:

"STATEMENT TO NEW EMPLOYEES: There is a contract between MAYO CLINIC HOSPITAL, SAINT MARYS 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
THE UNION new member orientation. Compliance with this
requirement is a condition of continued employment."

MAYO CLINIC HOSPITAL, SAINT MARYS CAMPUS

BY_________________________________

Section 4. Within fifteen (15) days after an employee covered
by this contract has been hired or employment terminated, THE
EMPLOYER shall mail to 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 members
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.

Section 5. THE EMPLOYER and THE UNION agree that neither shall adopt rules or regulations or engage in practices that will conflict with this agreement. THE UNION will accept and continue in membership on a non-discriminatory basis any employee of THE EMPLOYER required by the terms hereof to become and remain a member in good standing as a condition of employment, upon tender to it of the payments required of members in good standing.

Section 6. 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 notification of such changes.

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

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

Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner.

The Employer will honor employee check-off authorizations unless they
are revoked in writing during the window period, irrespective of the employee's membership in the Union.

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

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.

Section 7. THE EMPLOYER will provide THE UNION with job descriptions of all classifications in the Working Agreement, and THE UNION will be given reasonable opportunity to meet with the Hospital and express its views relative to the wording of the job descriptions.
Article 3

SENIORITY

Section 1. For purposes of layoffs, rehiring, promotions, transfers and shift pattern preference, seniority shall be recognized within each classification, within the following departments:

Linen & Central Service  Materials Management
Telecommunications  Nursing Service
Environmental Services  General Service
Surgical Services

The classifications in these departments are as stated in Wage Schedule attached to and hereby made a part of the contract.

For purposes of acquiring seniority only employees regularly working thirty (30) hours per week or more shall be considered full-time employees, and employees working less than thirty (30) hours shall be considered part-time employees. Part-time employees shall not be allowed to use their seniority in a different department over any regular full-time employee.

Section 2. The existence of any vacancy or new position within the bargaining unit shall be posted on the electronic job posting site of THE EMPLOYER. The posting will contain information as to the job classification, department or floor or work area, where applicable,
scheduled hours and days, but the awarding of a posted job shall not limit
THE EMPLOYER'S right to make changes reasonably required by its
needs. Employees may also apply for vacancies for which no posting is
required. With consultation and concurrence with THE UNION, each
department will be allowed to post vacancies internally for a minimum of
forty-eight (48) hours, excluding weekends and holidays, prior to posting
on the electronic job posting site. Applications/profile must be submitted
by employees through the electronic job posting site within seventy-two
(72) hours, excluding weekends and holidays, after such posting. THE
EMPLOYER agrees to post all Rochester Methodist Hospital bargaining
unit vacancies on the electronic job posting site.

Copies of all job postings can be accessed on the electronic job
posting site by the SEIU office at the time they are posted. Jobs will be
posted at the time THE EMPLOYER learns that a vacancy exists which
will need to be filled.

In connection with promotions, rebids, and transfers, preference is
to be accorded seniority provided training and experience indicates
sufficient ability to perform. The order for consideration of applications
for all vacancies is to be employees within the classification based on the
following categories of FTE: employees who have an authorized schedule
of 60 - 80 hours per pay period; then employees with an authorized
schedule of 40 - 59 hours per pay period; then employees with an
authorized schedule of less than 40 hours per pay period. After
consideration by FTE within the job classification, the next consideration
is given to any employee within the department, then to qualified
employees in the same department at Rochester Methodist Hospital will
be given the opportunity to fill the vacancy. 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 (.1 - .49 FTE, .5 - .74 FTE, or .75 - 1.0
FTE) for the bidder. If there are no qualified applicants from the same
departments at Rochester Methodist Hospital, the qualified applicants
from other departments at Mayo Clinic Hospital, Saint Mary’s Campus
would be able to apply. If there are no qualified applicants in the Mayo
Clinic Hospital, Saint Mary’s Campus bargaining unit, then it would be
open to all qualified bargaining unit members at Rochester Methodist
Hospital before consideration is given to temporary bargaining unit
members at both sites equally.

In the Surgical Services Department, Certified Surgical
Technologists and Surgical Core Technicians will have seniority for
vacancies occurring within their section or core before being posted to the
rest of the department.
An employee need not be considered for a posted vacancy until after the employee has completed at least one (1) year of employment. Any employee returning from a leave of absence of more than three (3) months, need not be considered for a posted vacancy until after the employee has completed three (3) months work after return from such leave.

THE EMPLOYER need not permit an employee more than one transfer to a different job classification in a twelve (12) month period. 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 restrictions do not apply when the move would result in a change in FTE or a change in start and stop time.

For 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.

Section 3. Whenever two or more qualified persons apply for the same vacancy or new position, the application of Section 2 shall be the
subject of consultation between the management of THE EMPLOYER and THE UNION, or both, before permanent promotions are made.

Unresolved differences between the parties in any particular case may be the subject of a grievance proceeding under this contract, if properly invoked in accordance with its terms.

In cases where seniority is based upon the same hiring date creating a preference problem, the determination shall be made in favor of the employee with the lowest last four digits in their Social Security number.

Section 4. In an emergency, employees may be temporarily transferred to other jobs within the departments by THE EMPLOYER. Employees temporarily transferred to a higher rated job shall receive the rate for that job while on that job. An employee required to fill a lower rated job temporarily shall receive the employee's regular rate while on that job. Bargaining unit employees will not be required to perform work outside of their job classification except in cases of emergency.

Section 5. Any employee transferred or temporarily assigned to another classification shall maintain full seniority and wages in the employee's original classifications. If such transfer becomes permanent, the employee shall have seniority in the classification to which the employee is transferred equivalent to length of service with THE EMPLOYER.
Section 6. 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 after being called back to work.

d. When an employee is transferred to a position outside the coverage of this Agreement, the employee shall forfeit all seniority.

Section 7. THE EMPLOYER shall prepare departmental seniority lists, which shall be delivered to THE UNION'S designated representative and will post the same in a conspicuous place on the job and make such changes on such list at ninety (90) day intervals in order to keep it current.

Section 8. The order of layoff within each job classification shall be: 1) Temporary employees, 2) Supplemental employees, 3) Employees authorized to work 1-39 hours/pay period, 4) Employees authorized to work 40-59 hours/pay period and 5) Employees authorized to work 60-80 hours/pay period. 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. In the event a laid-off
employee is employed elsewhere when the employee receives a written notice to report for work, the employee shall not forfeit the employee's seniority by failing to report for work unless THE EMPLOYER gives the employee reasonable written assurance of at least six (6) months' steady employment; provided that if such written assurance be not given, such employee must immediately notify THE EMPLOYER in writing that the employee is employed elsewhere and that the employee waives seniority rights as to the particular job which is then open, and if the employee fails to do so, the employee shall forfeit the employee's seniority.

In the event of temporary or permanent layoffs, THE EMPLOYER shall give at least thirty (30) calendar days advance notice or four (4) week’s pay to employees who will be affected by such layoffs. A copy of such layoff notice shall be given to THE UNION at the time of the layoff. The thirty (30) calendar day advance notice or four-week pay requirement is waived in the event of a strike or lockout.

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

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

Section 10. In the event employees of Rochester Methodist Hospital, represented by THE UNION, are assigned or transfer to Mayo Clinic Hospital, Saint Marys Campus on a regular basis, those employees shall be dovetailed into the Mayo Clinic Hospital, Saint Marys Campus seniority list and shall have a seniority date of hire based on each employee's present seniority date of hire with Rochester Methodist Hospital. In the event that bargaining unit work is transferring to Rochester Methodist Hospital, if THE EMPLOYER can identify specific bargaining unit employees in the Departments of Nursing and Surgery who are affected by the movement of such work, those employees will be required to move to Rochester Methodist Hospital. In the event that Nursing or Surgery staff are needed at Rochester Methodist Hospital, but individuals are not identifiable, employees will be offered the opportunity to transfer by seniority. In any other department, if staff are needed at
Rochester Methodist Hospital, 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.

Section 11. Mayo Clinic Hospital, Saint Marys Campus may float SEIU bargaining unit employees to/from Rochester Methodist Hospital 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, Saint Marys Campus Collective Bargaining Agreement.

Employees may be floated from Rochester Methodist Hospital to Mayo Clinic Hospital, Saint Marys Campus prior to offering additional or overtime hours to Mayo Clinic Hospital, Saint Marys Campus employees. Except for the Departments of Nursing and Surgical Services, a sufficient number of employees as determined by the Hospital 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 receiving proper training.
Article 4

GRIEVANCE PROCEDURE

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

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)/manager, 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
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.

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

(5) All grievance meetings with THE EMPLOYER at any stage, including arbitration, shall be held either during or after working hours, without any deduction from the wages of the employees who are reasonably required to attend, at a time and place mutually agreed upon between THE UNION representative and THE EMPLOYER. The preferred time for a grievance meeting shall be the work shift of the aggrieved employee, if convenient.
Article 5

UNION REPRESENTATION

Section 1. – Visitation. Union representatives may visit the Hospital premises if the following procedures are followed:

(A) Prior to visiting the Hospital premises, THE UNION representative must first notify the Human Resources representative of the purpose for the visit. A forty-eight hour advance notice should be given when possible.

(B) THE UNION representative is not to meet with the Hospital supervisors without a representative from Human Resources present.

(C) THE UNION representative will attempt to arrange visits with 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.
(D) If THE UNION representative wishes to speak to bargaining unit employees who are on duty, he should so advise the Human Resources representative. The Human Resources representative will then contact the supervisor involved (normally by telephone) to advise the supervisor that THE UNION representative will be meeting with the bargaining unit employee.

Section 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 grievance 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.

Section 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 and the Union agree 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.

Article 6

BULLETIN BOARDS

Section 1. 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 Hospital.
1. Environmental Services - Ground Floor
2. Dietary - Ground Floor
3. Domitilla Building, Employee Shuttle Entrance - Main Floor
4. Domitilla Time Clock - Main Floor
5. Laundry Time Clock - Main Floor Laundry
6. Surgical Services - Second Floor - Mary Brigh
7. Ground Floor - Alfred, Generose
8. Ground Floor - Mary Brigh
9. Inventory Center
10. Main Floor - Mary Brigh East

THE EMPLOYER reserves the right to change the number and location of these bulletin boards at any time, with notice to THE UNION.

Article 7

DISCIPLINARY ACTION

A. No employee who has completed his/her probationary period will be discharged or disciplined without just cause.

B. Copies of all warning notices and other notices of disciplinary action given the employee shall be sent to THE UNION office without delay.

C. 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.

D. THE EMPLOYER may discharge or suspend an employee for just cause but in the event an employee discharges the employee's duties in an unsatisfactory manner, but not to a degree that it justifies immediate suspension or discharge, but would justify such suspension or discharge if continued, the employee shall be entitled to at least one warning notice before suspension or discharge. Copies of all written notices that are given to the employee shall be sent to THE UNION Office. If such notice and copy is not sent, such unsatisfactory conduct shall not be a basis for disciplinary action or discharge.

E. 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.

Article 8

POLICY

Section 1. Re-employment of members of the Armed Services shall be governed by the Selective Service Act and amendments thereto, and regulations promulgated thereunder.

Section 2. THE EMPLOYER and THE UNION shall make every effort to provide work for incapacitated employees returning from the Armed Forces.

Section 3. THE EMPLOYER and THE UNION will at no time engage in unlawful discrimination on account of an employee's membership in a union or on account of race, color, creed, age, sex, sexual preference, national origin, marital status, religion, public assistance status, veterans status, or disabilities which are unrelated to the individual's ability to perform the job.

Section 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 Act.

Article 9

HEALTH AND SAFETY

Section 1 - Statement of Purpose. 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.

Physical Examinations. THE EMPLOYER may require
employees to submit to periodical physical examination (which may
include detection screening for drugs and/or alcohol) at the expense of
THE EMPLOYER and by a Doctor of Medicine, on staff of the Mayo
Clinic chosen by the employee. 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 hospital.

**Drug and Alcohol Testing.** It is THE EMPLOYER'S philosophy that alcohol and/or chemical dependency is an illness that can be treated. Dependency on drugs and/or alcohol impairs one's health, performance, and creates unsafe working conditions. THE EMPLOYER and THE UNION believe it is in the best interest of employees and Mayo Clinic Hospital, Saint Marys Campus that alcoholism or chemical dependency be diagnosed and treated at the earliest possible date.

Employees can be requested to undergo drug and/or alcohol testing and/or evaluation only for probable cause as specified under the provisions of the Hospital's policy. The collection of the sample must be done at the Hospital's facilities. The decision to request testing and/or evaluation is subject to the grievance procedure outlined in this agreement. THE EMPLOYER'S hospital-wide policy regarding alcohol and chemical dependency and Smoking/Tobacco Products Policy shall also be applied to all employees covered under the terms of this agreement.

The Hospital will follow provisions outlined by the statutes in requesting and performing detection screening for drugs and/or alcohol.
Section 2 – Mantoux Testing. Employees are required to participate in an annual Mantoux or equivalent test provided by the Hospital.

Section 3 – Legal Compliance. THE EMPLOYER and employees shall comply with all applicable federal and state and local safety laws and regulations.

Section 4 – Infectious Agents. With respect to infectious diseases, management will follow protocol established by the infection control committee in determining work assignments for pregnant employees. However, an employee who is pregnant shall not be required to work in the decontamination section in the Linen & Central Service Department or work as a Sterilizer Operator.

THE EMPLOYER will follow the policies established by the Safety Committee regarding any protective equipment required and the proper handling/exposure to infectious and/or hazardous agents.

Section 5 – Worker’s Compensation. Following an injury which is compensable under worker's compensation, an employee who presents a statement from his/her medical practitioner recommending the need to limit or eliminate the employee's exposure to work place hazards may be temporarily reassigned. During the temporary reassignment not to exceed twelve (12) months, THE EMPLOYER will attempt to find a suitable position to accommodate the physical restrictions by offering a job change or by
modifying the employee's job to meet medical needs. THE UNION supports
and encourages a return to work as soon as possible following an injury.

Section 6 – Return to Work Job Search Program. 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 will forfeit their seniority and thereby terminate
their membership with SEIU HEALTHCARE MN.

Employees accepting positions outside the coverage of this
agreement will forfeit their seniority as provided in Article 3, Section 6.

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.

Article 10

STRIKES AND LOCKOUTS

Section 1. THE UNION, THE EMPLOYEES and THE
EMPLOYER agree that there shall be no strikes, slow downs, stay-ins,
lockouts, or other interference with the operation of the Hospital. The grievance and arbitration procedure is available to THE UNION if the assertion is a violation of the terms of the Agreement. The Supplemental Agreement now existing will remain in force for twelve (12) months following the expiration date of the Collective Bargaining Agreement, and will control in a collective bargaining impasse concerning terms of a new contract unless the parties mutually agree to a change in the pertinent language used in the Supplemental Agreement.

Article 11

HOURS OF WORK: SCHEDULE

Section 1. THE EMPLOYER shall adopt work schedules for all full-time employees which meet the following limitations. The work schedule shall be a basic work week commencing on a day of the week selected by THE EMPLOYER and consisting of five (5) days of work and two (2) days of rest within a seven (7) day period. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one work day or in excess of forty (40) in any one work week but not both or employees may be paid overtime for eight (8) hours in one (1) day and eighty (80) hours in a pay period. If the Hospital implements 10- or 12- hour shifts within the Departments of Materials Management, Nursing Services, or Surgical Services, overtime will be paid for hours in excess of
shift lengths, or for hours over 40 hours in a week. If the Hospital requires an employee to work on the sixth day in a work week, time and one-half will be paid. For purposes of overtime, the sixth and seventh chronological days in the work week shall be considered the days to be paid at the premium rate. If the Hospital requires an employee to work on the seventh day in a work week, double time will be paid. Patient Care Assistants in the Department of Nursing Service shall be paid overtime after more than 8 hours in one day and 80 hours in a pay period.

If THE EMPLOYER should at any time select a day other than Wednesday as the beginning of a work week, any employee who would otherwise receive a "short check" because of the change in the beginning of the work week shall be allowed to either (1) receive an extra day's pay in the short pay period charged against his accrued vacation as a day of vacation time, or (2) accept the short check.

Section 2. Schedules and scheduled days off should be posted in each department so that each employee will know two (2) weeks in advance of the employee's schedule. Such schedules and employee scheduled days off shall not be changed except in emergency. If the Hospital requires an employee to work on the eighth consecutive day or any succeeding consecutive days, the employee will be paid at double time. The scheduling of split days off is permitted. Employees will be
scheduled to work not more than two (2) weekends out of four (4).

Employees scheduled to work two (2) weekends out of four (4) will do so on an every-other-weekend basis. The weekend will consist of a consecutive Saturday and Sunday. Where agreed by the Hospital and THE UNION, the weekend may consist of Friday and Saturday.

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

Section 3. Each employee regularly scheduled sixty (60) hours or more a pay period who is called to work outside of his/her regular working hours shall be guaranteed four (4) hours work or four (4) hours pay in lieu of work. However, in the event the employee is called to work a scheduled shift of less than four (4) hours the employee will be paid only for length of that shift. The employee will be paid at the straight-time or overtime rate of pay, whichever is applicable.

Section 4. 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. 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 hours before the overtime 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. If the scheduled overtime is for two or more hours, the employee shall receive a one-half hour break after his regular eight hours of work.

(c) When an employee is working on a specific task, which is not completed by the end of his shift, and 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 in the job classification, who are working on that shift in order of their seniority. If qualified employees with higher seniority decline the work, the junior qualified employee(s) in the job classification working on that shift, must accept the overtime. 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 could have foreseen the need for overtime.

(d) Subject to the foregoing, an employee shall be expected to work reasonable amounts of overtime when requested to do so by a supervisor. THE EMPLOYER shall not expect employees to work unreasonable amounts of overtime. Advance notice of twenty-four (24) hours shall be given when practical to do so.

(e) The Hospital and THE UNION agree that in instances where overtime is necessary, that the Surgical Services Department may offer overtime to the most senior CST assigned to the Surgical Services section (Cardiovascular, Minor Specialties, Neuro, etc.) who is available. If overtime is needed in the specific surgical
cores, overtime will be offered to the most senior specific Surgical Core Technician. In the event senior CSTs do not accept the overtime, the most junior CST(s) must accept the overtime.

(f) Once an employee has worked a block of involuntary overtime of 1 or more hours, he/she will not be required to work any more involuntary overtime in the same pay period until all other eligible employees in the job classification have also worked a block of involuntary overtime of 1 or more hours in that pay period. Nothing in this section shall preclude the right of management to assign additional hours to part time staff before any overtime is assigned. Nothing in this section shall preclude the right of management to assign overtime to an employee working on a specific task, which is not completed by the end of his/her shift.

Section 5. The employees shall receive one fifteen-minute relief break within every four (4) consecutive hours worked in each working day. THE EMPLOYER has the right to determine the number and location of areas which are designated as break rooms.
Section 6. Only time worked will be considered when computing overtime and/or premium pay for the work week and/or work day.

Section 7. Senior employees within the classification will be provided with the full work day and/or full work week before new, junior or extra employees are scheduled.

Section 8. Employees are entitled to one meal period of one-half hour during an eight (8) hour shift. Employees shall not be required to take meal periods longer than one (1) hour.

Section 9. Departments that schedule employees to be "on call" shall offer the on call to employees based on seniority. If on call is refused, the least senior person on the list must accept the on call.

Section 10. Supplemental employees, defined as those employees hired to work on an irregular shift on a casual or occasional basis, and temporary employees will not be subject to the provisions of this article.

Section 11. Additional hours for part-time staff will be offered on the basis of seniority. In the Department of Nursing Service, extra hours for part-time staff not working full time, and overtime hours will be offered to employees on the basis of seniority working on the station.

Additional hours, not overtime hours, for staff not working full time will be offered on the basis of seniority for absences scheduled prior
to the schedule being posted. Unscheduled absences with less than 72 hours notice will not require the Hospital to offer on the basis of seniority. However, if a more senior employee has expressed an interest in additional hours, they must be offered and must accept the additional hours. 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 must accept the additional hours and report to work. Nothing in the section shall restrict the right of the Hospital to determine whether additional hours are to be worked.

Section 12. 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 .75 FTE. THE 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, give-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
Article 12

LEAVES OF ABSENCE

Section 1. Leaves of absence shall be granted as specified under the provisions of the Hospital's leave of absence policy. Changes to this policy will become effective at the time they are implemented for the nonunion staff. Employees are to refer to the policy for additional clarification. Leaves of absence in excess of twenty-eight (28) days shall be granted in writing and a copy thereof shall be mailed to THE UNION. Absence on leave shall not interrupt the accumulation of seniority but the granting of leave shall not entitle the employee to wages or any of the other benefits of employment under this contract, except as herein specified, during the period of his or her absence.

Section 2. Any member of THE UNION, who is on the payroll of the HOSPITAL 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 hold his/her office.

Section 3. Employees absent from a work unit for more than 28 consecutive calendar days for any reason other than the extended use of
scheduled Paid Time Off (PTO) or short- or long-term disability are considered to be on employment leave. Depending upon the type of leave and the employee's benefit eligibility, the leave may consist of all unpaid time or a combination of paid and unpaid time. Absences of 28 calendar days or less are not considered leaves.

Leaves from employment may be granted to all allied health staff except temporary employees who are hired to work in positions for a period of less than 12 months.

Federal and state laws mandate that leaves from employment must be granted for military, parental, medical, and family reasons. In responding to requests for other leaves (e.g., educational, personal), supervisors should review work unit needs and grant leaves if appropriate.

Supervisors having questions about the appropriateness of leave requests should consult their Human Resources Service Partner.

Employees will return to the department that granted the leave. Based on departmental needs, the employee will return to work assignment (including schedule) from which he/she left, provided the individual is able to perform the job assignment with reasonable accommodations. If the exact position is no longer available, the employee will be offered a similar position based on the employee's knowledge, skills, and abilities.
With prior supervisory approval, an employee may work while on leave.

Employees on leave who were in full- or part-time positions with benefits prior to the leave will have their benefits affected as outlined below. Employees must refer to the policy for information on exceptions that may impact their benefits (i.e., Educational, Family Medical, Military, and Parental).

Employee and dependent coverage for medical, dental, life and accidental death and dismemberment insurance continues for the period of the approved leave at the same cost as if actively at work. Employees must continue to pay the required premiums for the plans they are enrolled in.

If an employee on leave becomes ill or injured, short-term disability benefits are not available until the date the employee was scheduled to return to work.

Employees on leave may elect to compensate themselves each pay period with accrued PTO up to the authorized percent of full time (FTE) they had at the beginning of the leave. Employees not choosing this option may leave accrued PTO hours in their accounts. After 91 days, employees have the option of cashing out the remaining PTO balance. Any balance remaining after twelve months will automatically be paid out.

Employees on educational leaves will lose eligibility for the Mayo
dependent scholarship. Employees must be continuously employed full
time for two years after returning from such a leave to reinstate eligibility.
The length of time an employee is on a leave from the work unit is
considered part of continuous service for service awards and the accrual of
time off benefits, provided the employee returns to work after the leave.
Some educational leaves constitute a break in service for the
continuation of benefits into retirement and the calculation of continuous
service for early retirement pension payments. There will be no break in
service for individuals on educational leaves to attend the Mayo School of
Health Related Sciences.

Requests for a leave:
Employees are encouraged to request a leave from the
work unit, or the extension of a leave, as early as possible to allow
the work unit to plan for possible accommodations. Requests are
to be made to the supervisor.
If it is anticipated that an employee will be absent from the
work unit for more than 28 consecutive calendar days, excluding
extended use of PTO and/or STD, a leave form must be completed
by the employee and approved by the supervisor. The supervisor
should initiate the leave form if the employee is unavailable due to
illness/injury, personal reasons, etc.
If an employee is scheduled to be absent from the work unit for 28 days or less, it is not necessary to complete a leave form. The absence should be recorded on the time card. If, however, an absence originally anticipated to be 28 days or less is extended and encompasses more than 28 calendar days, a leave form should be completed by the supervisor noting the first day of absence.

Returning from a leave:

A specific return date must be coordinated with the supervisor. The supervisor must notify the Department of Human Resources of the exact date the employee returns to work.

Failure to return from a leave on the expected return date will be considered a voluntary resignation.

Section 4. Employees shall be granted time off for the purpose of negotiating a collective bargaining agreement with THE EMPLOYER, shop steward or leader training, Lobby Day, Union conventions and Union business. A limited number of employees will be granted time off so as not to unduly interfere with the operations of the department. THE EMPLOYER will be provided a minimum of fifteen (15) days advance notice for the purpose of negotiating a collective bargaining agreement with THE EMPLOYER, and two (2) weeks advance notice whenever possible for the other events listed above. 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. For the purpose of this article “a day” shall be defined as Monday - Friday, excluding weekends and holidays. Time off for these purposes shall be considered as excused absences. However, no employee shall be paid for time spent in these activities.

Article 13

HOLIDAYS

Section 1. The following are recognized holidays:

Memorial Day       Thanksgiving Day
July 4th           Christmas Day
Labor Day          New Years Day

For purposes of this Agreement, the holiday is the calendar day on which the holiday falls. If an employee qualifies for PTO and other compensable time off for the recognized holiday, PTO pay would prevail at the straight time rate.

Section 2. Employees not eligible for the PTO program will receive time and one-half for all hours worked on a holiday.

Section 3. Not withstanding the foregoing, THE EMPLOYER may apply any changes to the existing holiday policy which are applied to non-contract employee groups during the term of this agreement.
Section 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 with an authorized schedule of half-time or greater will be eligible for the PTO Program as defined in the PTO Policy. Employees with an authorized schedule of less than half-time are not eligible for PTO benefits.

Section 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>
<tbody>
<tr>
<td>0</td>
<td>23</td>
<td>184</td>
</tr>
<tr>
<td>2</td>
<td>28</td>
<td>224</td>
</tr>
<tr>
<td>10</td>
<td>33</td>
<td>264</td>
</tr>
<tr>
<td>15</td>
<td>35</td>
<td>280</td>
</tr>
<tr>
<td>20+</td>
<td>38</td>
<td>304</td>
</tr>
</tbody>
</table>

Section 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 the Article. Eligible part-time employees will accrue PTO on a pro-rated basis. This
proration for PTO will be based on actual hours worked while all other
benefits will be prorated based on the employee's authorized work hours.

Section 4. If an employee's services are terminated for any reason
prior to the time of the taking of his/her PTO, he/she shall be paid the full
amount of his/her accumulated PTO pay on or by the next normal pay day.

Section 5. If an employee becomes eligible for short-term
disability during his/her paid time off, he/she may, at his/her option,
discontinue his/her paid time off and draw short-term disability benefits as
provided in Article 17 of this Agreement. In such event, the employee
may take the unused portion of his/her paid time off at a later time.

Section 6. PTO shall be given year round. A PTO call shall be
posted from February 1 to February 15 for the vacation year of April 1
through March 31 upon which employees shall select their PTO periods in
order of seniority. In the alternative, a department may divide the PTO
call into three one-week postings according to seniority. On the PTO call,
employees requesting PTO in one (1) week periods shall have preference
over those requesting PTO in lesser amounts. If an employee has chosen
PTO during the call period, then later chooses to cancel part of the
request, the employee must forfeit the entire request. Scheduling shall be
arranged so that the functioning of the department shall not be impaired.
A maximum of eighteen (18) months PTO accrual may be accumulated.
No pay in lieu of PTO will be given for unused PTO accrual. An employee who had the maximum PTO accumulated may be placed on PTO by THE EMPLOYER. An employee may split the employee's PTO into one-week periods. Upon request and upon approval by the supervisor, an employee may use PTO in one-hour increments but requests will be considered on a first-come-first-served basis, not seniority.

Section 7. The Hospital may apply any changes to the PTO program which are applied to nonunion employee groups during the term of this agreement.

Section 8. Employees may sell to THE EMPLOYER up to the annual accrual maximum in the upcoming year as long as the balance does not go below forty (40) hours.

Article 15

JURY PAY

Section 1. No employee shall be required to perform work for THE EMPLOYER during any 24-hour period (11:00 p.m. to 11:00 p.m.) during which the employee is required to be present 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 the remainder of the shift.

**Article 16**

**FUNERAL LEAVE**

**Section 1.** A maximum of five (5) scheduled shifts (five consecutive calendar days which include the date of the funeral) may be granted and paid to attend the funeral or memorial service in the event of the death of the following employee's relative: legal spouse, child, mother and father. A maximum of three (3) scheduled shifts (three consecutive calendar days which include the day of the funeral) may be granted and paid to attend the funeral or memorial service in the event of the death of the following employee's relative: brother, sister, half brother, stepbrother, half sister, stepsister, 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. Payment shall be at a regular straight-time rate. Time paid as funeral leave will not be considered compensable in determining overtime. Employees on scheduled PTO otherwise eligible for funeral leave shall be permitted to convert scheduled
PTO to funeral leave for which they would be eligible. In order to be eligible for funeral leave, employees may be required to submit reasonable proof of attendance at the funeral or memorial service.

**Article 17**

**SHORT-TERM DISABILITY**

**Section 1.** All employees regularly scheduled to work twenty (20) or more hours per week shall be eligible for THE EMPLOYER'S short-term disability plan. Employees 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). Employees with more than five (5) years seniority shall receive 520 hours at full pay. 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. THE EMPLOYER reserves the right to amend or change this plan at the time it makes similar changes to the Hospital's disability plan for nonunion, nonexempt employees.

**Section 2.** Short-term disability payments are based on the employee's regular work assignment and salary prior to the disability leave and will be paid from accumulated benefits during the usual pay cycle.
Section 3. Before paying any short-term disability benefits, THE EMPLOYER may require the employee to furnish a written certificate of a physician who attended the employee in connection with the illness or injury causing the absence, verifying the necessity of the absence for the period actually incurred, unless the employee is examined at the Hospital by a person chosen by the Hospital and is granted short-term disability.

Section 4. No short-term disability will be paid in the case of any absence for which Workers' Compensation benefits are payable, except as provided below. If an employee, who has accumulated short-term disability benefits is absent from work under circumstances such that the employee is eligible to receive Workers' Compensation benefits, the employee shall be permitted to use accumulated short-term disability to make up the difference between the weekly Workers' Compensation benefit and the employee's net earnings during his normal scheduled work week based on his assigned hours of work.

Section 5. Payment of short-term disability due to confinement and recovery after childbirth is designed primarily to ensure no loss of income for those employees with a regular assigned work schedule of twenty (20) or more hours per week. Short-term disability may be received for the period when absence from work is medically necessary to safeguard the well-being
of the mother, normally considered to extend from delivery until the employee is physically able to return to work, usually not more than six (6) weeks (30 working days). Medical complications may extend leave beyond six-week maximum. In this case, a letter requesting the extension of leave because of medical complications experienced by the employee before, during, or after childbirth must be sent to Mayo Clinic Hospital, Saint Marys Campus by the employee's obstetrician. The Hospital, after review, recommends the action to be taken regarding extension of the leave and advises the employee. Short-term disability may constitute the entire maternity absence. If a leave of absence is desired prior to or after disability, a leave of absence form must be requested by the employee according to the normal leave of absence provisions.

Section 6. The provisions of the absenteeism control program, as set forth in the employee policy manual, will apply to employees covered by this agreement.

Section 7. 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 days in each illness. Employees will follow the provisions of the Medical and Dental Policy for absences related to the employee's dental examination or treatment, the employee's physical examination or treatment and the
employee's eye exam 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.

Article 18

BENEFIT PROVISIONS

Section 1. The Hospital agrees that during the term of this agreement, the following insurance benefits shall be available to all eligible regular full-time and part-time employees and their dependents covered by the terms of this agreement. Part-time employees who have authorized work hours of twenty (20) hours but less than forty (40) hours per week shall be entitled to benefits as defined in the plan provisions.

- Mayo Medical Plan
- Mayo Reimbursement Account
- Delta Dental Standard
- Delta Dental Deluxe
- Vision Care Plan
- Mayo Clinic Employee Assistance Plan
- CyberScout Identity Management
- Adoption Reimbursement Plan
Eligible employees are eligible for an adoption reimbursement plan of ten thousand and 00/100 dollars ($10,000); five hundred dollars ($500.00) for the adoption of a step child.

- **Long-term disability**
  
  Eligible employees will be eligible for a long-term disability benefit plan provided by the Hospital 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.

- **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 benefit provisions will continue to be eligible for a life insurance benefit at termination in the amount of $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 1169
• Age 70……………40 percent of three times salary 1170
• Age 75……………25 percent of three times salary 1171
• Age 80 or more…..15 percent of three times salary 1172

• Accidental Death and Dismemberment 1173

Eligible employees are eligible for one (1) times their annual salary in Accidental Death and Dismemberment Insurance. 1174

• Option of purchasing additional Universal Life Insurance, Family Life Insurance and Accidental Death and Dismemberment Insurance. 1177

Eligible employees may purchase the following benefit programs by paying the required premiums through payroll deductions:

• Universal Life Insurance 1183
• Family Life Insurance 1184
• Accidental Death and Dismemberment Insurance 1185

• Dependent Care Flexible Spending Account and Health Care Flexible Spending Account. 1187
Eligible employees may elect to participate in a dependent care flexible spending account and/or a health care flexible spending account.

- The Mayo Foundation Scholarship Plan is available to qualifying employees.
- Professional Development Assistance Program (PDAP) - The nonunion Mayo Medical Center PDAP is available to employees subject to the plan’s provisions.
- Extension of Benefits

Eligible employees who terminate their employment with the Hospital and meet the following service and age provisions will be eligible to continue their Health benefits:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>62 and over</td>
</tr>
<tr>
<td>15</td>
<td>60 - 61</td>
</tr>
<tr>
<td>20</td>
<td>55 - 59</td>
</tr>
<tr>
<td>30</td>
<td>Any age</td>
</tr>
</tbody>
</table>

General changes in employee contribution rates for these plans will be applied to all participating employees. Employees retiring after December 31, 2010, will not be eligible for the Mayo Reimbursement Account in retirement.
Section 2. Notwithstanding the foregoing, THE EMPLOYER may apply changes in existing benefit plans as listed in this article, except for the pension plan, which are applied to non-contract employee groups during the term of this agreement.

Article 19

PENSION PLAN

Section 1. THE EMPLOYER participates in a pension plan in which changes are made from time to time by THE EMPLOYER. The Hospital will continue a plan during the life of this Agreement. The following general provisions are included:

- Normal retirement age for pension plan purposes is the last day of the month in which the participant attains age 65 or, if later, the fifth annual anniversary of the first day of the first plan year in which employee first became a participant in the plan.
- Retirement benefits based upon employee's average earnings.
- Pension benefits that may be increased by an annual inflation factor up to one and one-half percent (1 1/2%) per year.
- Employees being vested after five (5) years of service (as defined by the plan).
- The minimum pension benefit will be forty ($40.00) dollars per years of benefit service. If during the life of this agreement THE
EMPLOYER increases the minimum pension benefit for the nonunion employees, the increase will also be given to the employees covered by this contract.

Section 2. Effective April 23, 1997, the SMH Pension Plan Document will be amended to reflect the early retirement benefit reduction payment schedules shown below. As of January 1, 1999, the cap of 40 years of benefit service to the minimum benefit calculation will be increased to 50 years.

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).
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UNIFORMS AND SHOE ALLOWANCE

Section 1. An allowance of two hundred and no/100 dollars ($200.00) per year will be given all permanent full-time employees who are required by management to purchase uniforms. Those permanent part-time employees working half time or more will be given a prorated allowance, except for the Department of General Services which shall have their uniforms provided by THE EMPLOYER. 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. 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.

Employees who are provided uniforms but 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. Patient Care Assistants regularly working in the Emergency Trauma Unit and each intensive care unit as long as they are provided for other Nursing Service personnel in the work unit will be provided scrub suits by THE EMPLOYER with the color to be determined by THE EMPLOYER. The Hospital reserves the right to discontinue the allowance during the term of this agreement and provide uniforms to the employees in adequate numbers. In the event that THE EMPLOYER chooses to change the uniform worn by 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. A shoe allowance of up to one hundred twenty-five and no/100 dollars ($125.00), per year, with receipts shall be paid to employees who are required to purchase OSHA-approved safety shoes.
color to be determined by THE EMPLOYER. The Hospital reserves the right to discontinue the allowance during the term of this agreement and provide uniforms to the employees in adequate numbers.

In the event that THE EMPLOYER chooses to change the uniform worn by 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.

A shoe allowance of up to one hundred twenty-five and no/100 dollars ($125.00), per year, with receipts shall be paid to employees who are required to purchase OSHA-approved safety shoes.

Article 21

WAGES

Section 1. A schedule covering job classifications within the bargaining unit and beginning, intermediate and regular minimum wage rates for each classification for the term of this contract is attached hereto as Wage Schedule and is hereby made a part of this Agreement. Rate increases shall become effective on the first day of the pay period in which the employee's anniversary date falls.

Section 2. When a new job classification within the scope of this Agreement is established, the rate shall be negotiated by THE EMPLOYER and THE UNION.
Section 3. When employees are paid, they shall receive receipts indicating how much straight time and how much overtime has been worked and the rate per hour of the individual.

Section 4. 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 off with or without pay. 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.

For CSTs 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.

Section 5. Permanent employees working more than twenty (20) hours per week and working split shift schedules shall be paid twenty-five (25) cents per hour in addition to the regular rate of pay for that classification. Split shifts shorter than those presently in effect shall
not be adopted by THE EMPLOYER but any split shift, and the premiums therefore, may be abolished by THE EMPLOYER. Split shifts will be completed within a ten (10) hour period.

Section 6. Employees will participate in THE EMPLOYER'S direct payroll deposit plan.

Section 7. The cost of all education programs, refresher courses, etc. which an employee is required by THE EMPLOYER to attend will be provided by THE EMPLOYER with no loss of time or wages to the employee.

Section 8. The parking fee for employees will remain at the present level during this Agreement, but it is not the intent of this provision to require THE EMPLOYER to provide or to permit the use of new parking facilities.

Section 9. "On-call" pay for CSTs will be $4.75 per hour. The method for computing payment of on-call pay will be the same as for other employees in the Department of Surgical Services. Sign up will be by seniority, trading of call will be permitted. Qualified employees at Rochester Methodist Hospital that express an interest in taking call will be included in call sign up after Mayo Clinic Hospital, Saint Marys Campus employees have signed for on call. On-call employees will continue to receive on-call pay when called back to work as a result of being on call,
so long as it is in place for the nonunion staff. It is understood that the Hospital has the right to terminate "on-call" duties at any time.

Section 10. In the event a non-bargaining unit employee transfers into a position at Mayo Clinic Hospital, Saint Marys 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.

Section 11. In the Department of Linen & Central Service employees performing the assignment of Sterilizer Operator will be paid a premium of $.50 per hour only for the time spent performing that function.

Article 22

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 the Local President, 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 sub-contracting may have on the employees.
Article 23

LABOR MANAGEMENT COMMITTEE

THE UNION and THE EMPLOYER will 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, Saint Marys Campus such as experimental programs of flex time; 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.

Article 24

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 such employee.
Article 25

DURATION OF AGREEMENT

This Agreement shall be dated April 23, 2018, and shall continue in force to and including April 22, 2021, but the effective date of all changes proposed shall be as stated in the contract or the date of execution of this agreement.

Either party desiring to terminate or amend this Agreement as of April 23, 2021, or any anniversary thereof, shall mail or deliver to the other notice in writing thereof not less than ninety (90) days prior to such date.
Mayo Clinic Hospital, Saint Marys Campus and SEIU Healthcare MN agree that in the Department of Surgical Services, the Hospital team supporting the surgical procedure in the operating rooms will be a Certified Surgical Technologist and a registered nurse. This model will be implemented through attrition, i.e. resignations, retirements, transfers, and promotions. No CST currently scheduled to work the day shifts (7:00 a.m. to 3:30 p.m. or 9:00 a.m. to 5:30 p.m.) shall be forced to the evening or night shifts on a permanent basis as a result of the implementation of this model. Current evening and night shift CSTs shall be provided the opportunity to bid on every fourth day shift CST opening. As part of the team concept, no CST will be forced out of their current operating room assignment on a permanent basis as a result of this model. The Certified Surgical Technologist and Registered Nurse may perform all functions for which they are qualified working as a consistent team supporting the needs of the patient. The primary assignment of the Certified Surgical Technologist shall be scrubbing; the primary assignment of the registered nurse shall be circulating. In the event of unanticipated absences, unscheduled cases, or emergency situations, the OR may be staffed by any combination of existing staff with the understanding that an attempt will be made to bring in staff to
resume the normal staffing ratios. 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 Hospital. Additional staff in any classification may be
added dependent on the procedure and needs of the patient.

(3) Any emergency cases after 5 p.m. on weekdays and all
weekend cases will be staffed in accordance with the model of a CST and
a Registered Nurse.

(4) In the case of Certified Surgical Technologists displaced
from the operating rooms by a Registered Nurse, those individuals will
perform technical responsibilities within the surgical suite (such as
operating rooms and cores). While these individuals may fill vacancies
existing in other sections, they will not be permitted to displace less senior
Certified Surgical Technologists in other operating rooms.

(5) Throughout the surgical suite, the classifications assigned
to the cores supporting the operating rooms will be both Certified Surgical
Technologists and Surgical Core Technicians. For orientation and
training purposes, RNs may be assigned to the cores. The numbers and
duties of each classification will be based on the needs of the operating
room as determined by management. The Hospital agrees that there will
be Surgical Core Technicians assigned in the cores.
It is further agreed that any reduction in the number of bargaining unit employees which may result from the implementation of this agreement will occur by attrition. No bargaining unit members currently assigned duties within the surgical suite shall be laid off from the Hospital solely as a result of the implementation of this surgical support team.

Employees in the Department of Surgical Services may be required to sign up to work weekends, holidays, and "on call" regardless of their years of service. In each section, four (4) additional "buffer" positions will be included in the holiday sign up. In the event that an employee who is scheduled to work a holiday and is not available to work the holiday, the employee(s) in the "buffer" position(s) will be scheduled to work the holiday by seniority.

Employees called in for an emergency case will be paid travel pay based on guidelines established by the Department of Surgical Services.

Management may implement the 360° Performance Review process in Surgical Services at Mayo Clinic Hospital, Saint Marys 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.
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, Saint Marys Campus (SMH).

Any current employee of the DLCS, SMH, 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.

Other classifications within the DLCS may be requested by the supervisor to be in charge where a LCS Lead is not present. The other classifications will receive the higher pay while they are performing the work of a LCS Lead.
MAYO CLINIC HOSPITAL, SAINT MARYS 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 normal manner during the period of time preceding the expiration date of the existing contract.

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

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

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

3. Since THE EMPLOYER and THE UNION have agreed to resolve issues relating to the terms of a new contract through final and binding arbitration, it is understood and agreed that THE UNION, its officers,
representatives, and all other employees shall not instigate, authorize, assist, condone or engage in any strike, sympathy strike, slowdown, slowdowns 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

_____________________________________

SEIU Healthcare MN

Mayo Clinic Hospital,
Saint Marys Campus
IN WITNESS WHEREOF, THE EMPLOYER and THE UNION have executed this Agreement the day 26th of June, 2018.

SEIU HEALTHCARE MN

MAYO CLINIC HOSPITAL,

SAINT MARYS CAMPUS

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## Wage Schedule Effective 4/23/2018

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KNOW YOUR RIGHTS
REQUEST THAT YOUR
UNION STEWARD BE PRESENT

Your Right as an Employee to Union Representation
During Questioning By Your Employer

What you say can and will be used against you.

We all know from TV about Miranda rights — that a person accused of wrongdoing by the police first has to be warned by the police of his/her right to remain silent and his/her right to a lawyer before questioning by the police.

However, few of us know that when we are questioned by our employer, we also have rights. Yet, the punishment from an employer's interrogation can be equally as severe as police interrogation — namely the loss of a job and the resulting stigma which may prevent you from getting another high quality job.

These employee rights were developed by the U.S. Supreme Court in the Weingarten case in 1975.

WEINGARTEN

In 1972 an employee who was a member of the Retail Clerks Union was accused by her employer of not paying for some merchandise. When the employer approached her to question her about the merchandise, she asked for a union representative to assist her. The employer refused and kept questioning. In the process of the questioning, it developed that the employee was NOT GUILTY of the conduct which the employer was accusing her of — but the employee made other statements about conduct which she thought was an accepted practice by most employers. Based upon her admissions concerning this other conduct, the employer fired her. Note: She was not guilty of the original suspected misconduct. The Union filed an unfair labor practice with the National Labor Relations Board, and the matter was ruled upon by the U.S. Supreme Court which held that an employee has a right under federal labor laws to refuse to submit, without union representative to interview, which he/she reasonably fears may result in discipline. As with any rules, there are certain things that it covers, and there are certain things that it does not cover.

1. Your right to union representative is not automatic — You must ask for it.
Your employer is not under a duty to advise you of your rights.

2. You have to request the union representative from the person who is doing the questioning not from your immediate supervisor or your union representative. The questioner must be told that you do not want to proceed without union representation.

3. You do not have the right to a union representative if the interview is only for the purpose of informing you of discipline already decided upon by the employer. However, in that case, you only need to listen, you do not have to answer any further questions by the employer.

Further, you can ask for union representation under those circumstances, but the employer is not required to give you union representation.

4. The rule does not apply to the normal everyday conversations between a supervisor and an employee, which pertain to performance of job duties and normal work performance.

5. The employer's rights

Once you request union representation, your employer has three options.

1. He can grant your request and bring in a union representative.

2. He can discontinue the interview and proceed with the employer's own investigation without your participation.

3. The employer can offer you the choice of proceeding without union representation.

While an employee may waive the right to union representation, it is highly recommended that an employee not do so. Most of us feel that we are not guilty and that we are adequately able to represent ourselves. However, in the emotionally charged situation where you are being questioned by your employer, it is very possible that you will say things that the employer has no knowledge of which will either incriminate you or will cause the employer to undertake a new investigation regarding other conduct. Remember in the Weingarten case the employee was innocent of the matter which the employer suspected but was still fired for other conduct which she openly admitted to the employer and which she had previously thought was acceptable conduct.