

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**MAYO CLINIC HOSPITAL,
SAINT MARY'S CAMPUS**

AND

SEIU HEALTHCARE MINNESOTA

ROCHESTER, MINNESOTA



APRIL 23, 2018

THROUGH

APRIL 22, 2021



SEIUHealthcare®
United for Quality Care

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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?

MAYO CLINIC HOSPITAL, SAINT MARYS CAMPUS

Effective April 23, 2018

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1 AGREEMENT

2 THIS AGREEMENT made the 10th day of April, 2018, by and
3 between MAYO CLINIC HOSPITAL, SAINT MARYS CAMPUS,
4 hereinafter referred to as "THE EMPLOYER" and SEIU HEALTHCARE
5 MN, hereinafter referred to as "THE UNION." In the event Mayo Clinic
6 Hospital, Saint Marys Campus is merged or consolidated hereafter with
7 another legal entity, the provisions of this Collective Bargaining
8 Agreement shall be binding upon the resulting merged or consolidated
9 legal entity insofar as it applies to the existing bargaining unit represented
10 by THE UNION at Mayo Clinic Hospital, Saint Marys Campus.

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

18 Article 1

19 RECOGNITION

20 Section 1. THE EMPLOYER hereby recognizes THE UNION
21 as the sole and exclusive bargaining representative under the labor laws

22 applicable to THE EMPLOYER with respect to the employees in the job
23 classifications listed on Wage Schedule attached hereto, except Sisters,
24 doctors, fellows, student workers, and persons hired by the Hospital not to
25 exceed ninety (90) days for absence relief.

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

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

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

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

36 Article 2

37 UNION SECURITY

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

41 Section 2. All employees covered by this contract who are now
42 or who may hereafter become members of THE UNION shall, during the life
43 of this agreement, remain members of THE UNION as a condition of

44 continued employment. "Membership" for the purpose of this Agreement is
45 defined to mean the payment as required by THE UNION of standard regular
46 monthly dues, relating to THE UNION'S collective bargaining function.

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

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

56 "STATEMENT TO NEW EMPLOYEES: There is a contract
57 between MAYO CLINIC HOSPITAL, SAINT MARYS CAMPUS
58 and SEIU HEALTHCARE MN, covering wages, hours and working
59 conditions. Under the terms of this contract all new employees are
60 required to become members of this UNION, as defined in the
61 contract, within sixty (60) days after being employed, by payment of
62 standard regular monthly dues of THE UNION, and are required to
63 remain members as provided in said contract for the remainder of the
64 contract. Actual membership in THE UNION is not required, only

65 the payment of the equivalent of that portion of dues that relates to
66 THE UNION'S collective bargaining functions. You will receive a
67 dues application that will more fully explain your options for
68 complying with THE UNION security provisions of the contract at
69 THE UNION new member orientation. Compliance with this
70 requirement is a condition of continued employment."

71 MAYO CLINIC HOSPITAL, SAINT MARYS CAMPUS

72 BY _____

73 Section 4. Within fifteen (15) days after an employee covered
74 by this contract has been hired or employment terminated, THE
75 EMPLOYER shall mail to THE UNION written notice thereof, stating the
76 employee's name, phone number, address, department, work
77 classification, FTE, date of hire or employment termination, dates of
78 LOA, and date of transfer. The social security number will be provided
79 on the monthly dues remittance report. THE EMPLOYER will also send
80 a monthly list of bargaining unit employees with hours worked per pay
81 period, rate of pay, and gross income. SEIU Healthcare Minnesota may
82 be moving to a percentage dues system which is based on each members
83 gross pay per pay period under the Collective Bargaining Agreement.
84 There will continue to be a minimum and maximum dues.

85 In an effort to make the transition as smooth as possible, SEIU Healthcare
86 Minnesota is requesting the following data in addition to the member
87 information provided above:

88 Each Pay period: Name, social security number, gross pay per pay
89 period, and dues deduction amount.

90 Annually: Name, social security number, hire date, classification,
91 wage rate, gross collective bargaining wages, and total annual dues
92 deducted.

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

100 Section 6. Dues Deductions -The Employer agrees to deduct
101 Union dues, or comparable enrollment and service fees for employees
102 electing not to become Union members, from the wages of employees
103 who voluntarily provide the Employer with a written authorization to
104 make such deductions. The written authorization shall be irrevocable for a
105 period of more than one (1) year or beyond the termination date of this

106 Agreement, whichever occurs sooner. Deductions shall be made from the
107 wages of employees in the first (1st) pay period of the month in which the
108 payment is due. Withheld amounts will be forwarded to the Union by the
109 tenth (10th) day of the month following the actual withholding, together
110 with a record of the amount, social security number, and name of those for
111 whom such deductions have been made. The Employer will work with the
112 Union to implement changes in dues and fees deductions in a reasonable
113 time after notification of such changes.

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

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

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

127 are revoked in writing during the window period, irrespective of the
128 employee's membership in the Union.

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

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

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

146

Article 3

147

SENIORITY

148

Section 1.

For purposes of layoffs, rehiring, promotions,

149

transfers and shift pattern preference, seniority shall be recognized within

150

each classification, within the following departments:

151

Linen & Central Service

Materials Management

152

Telecommunications

Nursing Service

153

Environmental Services

General Service

154

Surgical Services

155

The classifications in these departments are as stated in Wage

156

Schedule attached to and hereby made a part of the contract.

157

For purposes of acquiring seniority only employees regularly

158

working thirty (30) hours

159

per week or more shall be considered full-time employees, and employees

160

working less than thirty (30) hours shall be considered part-time

161

employees. Part-time employees shall not be allowed to use their

162

seniority in a different department over any regular full-time employee.

163

Section 2.

The existence of any vacancy or new position

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within the bargaining unit shall be posted on the electronic job posting site

165

of THE EMPLOYER. The posting will contain information as to the job

166

classification, department or floor or work area, where applicable,

167 scheduled hours and days, but the awarding of a posted job shall not limit
168 THE EMPLOYER'S right to make changes reasonably required by its
169 needs. Employees may also apply for vacancies for which no posting is
170 required. With consultation and concurrence with THE UNION, each
171 department will be allowed to post vacancies internally for a minimum of
172 forty-eight (48) hours, excluding weekends and holidays, prior to posting
173 on the electronic job posting site. Applications/profile must be submitted
174 by employees through the electronic job posting site within seventy-two
175 (72) hours, excluding weekends and holidays, after such posting. THE
176 EMPLOYER agrees to post all Rochester Methodist Hospital bargaining
177 unit vacancies on the electronic job posting site.

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

182 In connection with promotions, rebids, and transfers, preference is
183 to be accorded seniority provided training and experience indicates
184 sufficient ability to perform. The order for consideration of applications
185 for all vacancies is to be employees within the classification based on the
186 following categories of FTE: employees who have an authorized schedule
187 of 60 - 80 hours per pay period; then employees with an authorized

188 schedule of 40 - 59 hours per pay period; then employees with an
189 authorized schedule of less than 40 hours per pay period. After
190 consideration by FTE within the job classification, the next consideration
191 is given to any employee within the department, then to qualified
192 employees in the same department at Rochester Methodist Hospital will
193 be given the opportunity to fill the vacancy. In the Department of Nursing
194 PCAs will have seniority for vacancies occurring within the unit before
195 being posted to the rest of the department provided the position doesn't
196 result in a change in benefit range (.1 - .49 FTE, .5 - .74 FTE, or .75 - 1.0
197 FTE) for the bidder. If there are no qualified applicants from the same
198 departments at Rochester Methodist Hospital, the qualified applicants
199 from other departments at Mayo Clinic Hospital, Saint Marys Campus
200 would be able to apply. If there are no qualified applicants in the Mayo
201 Clinic Hospital, Saint Marys Campus bargaining unit, then it would be
202 open to all qualified bargaining unit members at Rochester Methodist
203 Hospital before consideration is given to temporary bargaining unit
204 members at both sites equally.

205 In the Surgical Services Department, Certified Surgical
206 Technologists and Surgical Core Technicians will have seniority for
207 vacancies occurring within their section or core before being posted to the
208 rest of the department.

209 An employee need not be considered for a posted vacancy until after
210 the employee has completed at least one (1) year of employment. Any
211 employee returning from a leave of absence of more than three (3) months,
212 need not be considered for a posted vacancy until after the employee has
213 completed three (3) months work after return from such leave.

214 THE EMPLOYER need not permit an employee more than one
215 transfer to a different job classification in a twelve (12) month period.
216 When an employee transfers between assignments, (s)he must remain in
217 that assignment for a period of six (6) months in every department with
218 the exception of the Department of Surgical Services which will be twelve
219 (12) months. These restrictions do not apply when the move would result
220 in a change in FTE or a change in start and stop time.

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

228 Section 3. Whenever two or more qualified persons apply for
229 the same vacancy or new position, the application of Section 2 shall be the

230 subject of consultation between the management of THE EMPLOYER
231 and THE UNION, or both, before permanent promotions are made.
232 Unresolved differences between the parties in any particular case may be
233 the subject of a grievance proceeding under this contract, if properly
234 invoked in accordance with its terms.

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

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

245 Section 5. Any employee transferred or temporarily assigned to
246 another classification shall maintain full seniority and wages in the employee's
247 original classifications. If such transfer becomes permanent, the employee
248 shall have seniority in the classification to which the employee is transferred
249 equivalent to length of service with THE EMPLOYER.

250 Section 6. Seniority shall be forfeited on the following grounds:

- 251 a. Voluntarily leaving the employ of THE
252 EMPLOYER.
- 253 b. Discharge for proper cause.
- 254 c. Failure to report for work after a layoff within a
255 reasonable time after being called back to work.
- 256 d. When an employee is transferred to a position
257 outside the coverage of this Agreement, the
258 employee shall forfeit all seniority.

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

264 Section 8. The order of layoff within each job classification
265 shall be: 1) Temporary employees, 2) Supplemental employees, 3)
266 Employees authorized to work 1-39 hours/pay period, 4) Employees
267 authorized to work 40-59 hours/pay period and 5) Employees authorized
268 to work 60-80 hours/pay period. Employees will be rehired in the reverse
269 order. THE EMPLOYER will determine the number of employees to
270 work in each category and the schedules of each. In the event a laid-off

271 employee is employed elsewhere when the employee receives a written
272 notice to report for work, the employee shall not forfeit the employee's
273 seniority by failing to report for work unless THE EMPLOYER gives the
274 employee reasonable written assurance of at least six (6) months' steady
275 employment; provided that if such written assurance be not given, such
276 employee must immediately notify THE EMPLOYER in writing that the
277 employee is employed elsewhere and that the employee waives seniority
278 rights as to the particular job which is then open, and if the employee fails
279 to do so, the employee shall forfeit the employee's seniority.

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

286 Section 9. Employees hired into a classification, shall not
287 become permanent nor shall they acquire seniority until they have been
288 employed sixty (60) days in the classification. Employees kept on after
289 the sixty (60) day period shall acquire seniority as of the date they were
290 employed unless the sixty (60) day period is extended by agreement
291 between THE EMPLOYER and THE UNION. Discharge of newly hired

292 employees within such sixty (60) day period need not be the subject of
293 grievance procedure or arbitration.

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

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

313 Rochester Methodist Hospital, employees will be offered the opportunity
314 to transfer by seniority. In all departments, should the most senior
315 employee(s) decline, the least senior employee(s) will be required to
316 accept the transfer.

317 Section 11. Mayo Clinic Hospital, Saint Marys Campus may float
318 SEIU bargaining unit employees to/from Rochester Methodist Hospital for
319 workload or absence relief and those employees shall have a seniority date of
320 hire based on their present seniority date. THE EMPLOYER agrees to pay
321 the float employee the greater job class wage rate of the two hospitals. In all
322 other respects, the float employee shall maintain provisions of the Mayo
323 Clinic Hospital, Saint Marys Campus Collective Bargaining Agreement.
324 Employees may be floated from Rochester Methodist Hospital to Mayo Clinic
325 Hospital, Saint Marys Campus prior to offering additional or overtime hours
326 to Mayo Clinic Hospital, Saint Marys Campus employees. Except for the
327 Departments of Nursing and Surgical Services, a sufficient number of
328 employees as determined by the Hospital shall be selected on the basis of
329 seniority. Should a sufficient number of employees not express an interest,
330 then the most junior employees will be assigned to float. In the Departments
331 of Nursing and Surgical Services, employees will be selected to float based on
332 needs and availability. No employee will be required to float without
333 receiving proper training.

334

Article 4

335

GRIEVANCE PROCEDURE

336

(1) The grievance procedure hereinafter set forth in this Article is

337 established for the specific purpose of providing prompt and amicable means

338 of a settlement of all questions arising under the terms of this agreement or the

339 application of them. Nothing herein shall require any party to process through

340 the grievance procedure any question which does not arise under the terms of

341 this Agreement or the application of them. Both THE EMPLOYER and THE

342 UNION shall make every effort to settle grievances quickly and amicably and

343 with a minimum of friction. For the purpose of this article “a day” shall be

344 defined as Monday - Friday, excluding weekends and holidays.

345

(2) The following shall be the grievance procedure:

346

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.

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348

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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.

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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

359

360

361

362 dispute with THE UNION Representative and/or the
363 International Representative of THE UNION.

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

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

371 a. Either party may request the Federal Mediation
372 & Conciliation Service to submit a panel of
373 arbitrators. Upon receipt of the panel of
374 arbitrators' names, THE UNION and THE
375 EMPLOYER will alternately strike names from
376 the panel of proposed arbitrators until one name
377 remains. The person whose name remains on
378 the panel of arbitrators shall be deemed to be
379 the Arbitrator.

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

396 c. Decision of the Arbitrator shall be made not
397 later than thirty (30) days after hearing the

398 evidence, and the decision final and binding
399 upon both parties.

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

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

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

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

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

429 The parties will have the opportunity to
430 present full length discussion and opinions in
431 evidence of their positions. Attorneys representing
432 either party will not be allowed. There will be no

433 verbatim transcripts by a reporter and post-hearing
434 briefs will not be allowed.

435 The arbitrator's award may be made
436 immediately but in all cases will be delivered to the
437 parties within five (5) business days from the close of
438 the hearing. That decision will be final and binding.

439 The arbitrator will receive a per diem fee,
440 which includes preparation of the award, the
441 opinion, typing, and mailing of the award, the cost
442 of which will be borne equally by the parties.

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

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

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

458

Article 5

459

UNION REPRESENTATION

460

Section 1. – Visitation. Union representatives may visit the

461 Hospital premises if the following procedures are followed:

462

(A) Prior to visiting the Hospital premises, THE

463

UNION representative must first notify the

464

Human Resources representative of the

465

purpose for the visit. A forty-eight hour

466

advance notice should be given when possible.

467

(B) THE UNION representative is not to meet with the

468

Hospital supervisors without a representative from

469

Human Resources present.

470

(C) THE UNION representative will attempt to arrange

471

visits with bargaining unit employees so as not to

472

interfere with proper hospital operations. To this

473

end, Union representatives may meet with

474

employees during authorized breaks with

475

notification to THE EMPLOYER. THE UNION

476

shall avoid meeting with employees in groups

477

during work time, except where agreed upon by

478

THE EMPLOYER.

479 (D) If THE UNION representative wishes to speak to
480 bargaining unit employees who are on duty, he
481 should so advise the Human Resources
482 representative. The Human Resources
483 representative will then contact the supervisor
484 involved (normally by telephone) to advise the
485 supervisor that THE UNION representative will be
486 meeting with the bargaining unit employee.

487 Section 2 – Shop Stewards

488 A) The words “Shop Steward and/or Leader” shall
489 mean and refer only to employees who are
490 designated by THE UNION in writing to THE
491 EMPLOYER as authorized representatives of the
492 employees for grievance procedure purposes.
493 Whenever such authorization is withdrawn as to an
494 individual Shop Steward and/or Leader or a new
495 Shop Steward and/or Leader is added to the number
496 of those authorized, THE UNION shall promptly
497 notify THE EMPLOYER in writing of such action.
498 THE EMPLOYER and its representative shall be
499 fully protected with a Shop Steward and/or Leader

500 so authorized with respect to any grievance as to
501 which (s)he has at any time purported to represent
502 the aggrieved employee and they need not deal with
503 any Shop Steward and/or Leader not so authorized.

504 A limited number of employees will be granted
505 time off for union business so as not to unduly
506 interfere with the operations of the department.

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

512 Section 3. Union Orientation: An integral part of each
513 employee's tenure with the Employer is an
514 understanding of the CBA and the role of the Union in
515 the employment setting. As such, each new employee,
516 as part of his/her orientation shall be expected to
517 attend a one (1) hour session where they will receive
518 an overview of the Union and its programs. The
519 session will be conducted by the Union
520 Representatives designated by the Union and will be

521 held the same day as the Employer's new employee
522 orientation. The employees will be allowed to attend
523 on work time. The session will be conducted by the
524 Union Representatives designated by the Union. The
525 Employer and the Union agree that for the life of this
526 Agreement, the Employer will be absent from the
527 room during the New Member Orientation. The
528 Union agrees to give to the Employer copies of the
529 materials to be used in such a session, which shall
530 include, but not limited to, a copy of the provisions of
531 the Agreement, a Union membership card, a list of
532 Shop Stewards/Leaders prepared by the Union
533 showing their departments and/or work areas and
534 telephone numbers. The Union agrees to not disparage
535 the Employer during this session.

536 Article 6

537 BULLETIN BOARDS

538 Section 1. THE UNION shall be entitled to reasonable use of
539 the bulletin boards of the Hospital for the purpose of posting notices of
540 official business. Other matters of interest to employees may be posted if
541 approved by the Hospital.

- 542 1. Environmental Services - Ground Floor
- 543 2. Dietary - Ground Floor
- 544 3. Domitilla Building, Employee Shuttle Entrance - Main Floor
- 545 4. Domitilla Time Clock - Main Floor
- 546 5. Laundry Time Clock - Main Floor Laundry
- 547 6. Surgical Services - Second Floor - Mary Brigh
- 548 7. Ground Floor - Alfred, Generose
- 549 8. Ground Floor - Mary Brigh
- 550 9. Inventory Center
- 551 10. Main Floor - Mary Brigh East

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

554 Article 7

555 DISCIPLINARY ACTION

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

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

561 C. All disciplinary correspondence relating to a particular
562 offense will be removed from the employee's personnel file should the

563 employee receive no additional discipline documentation related to the
564 same offense within a twenty-four (24) month period. Discipline related
565 to absenteeism will be repeated if the previous discipline is over twelve
566 (12) months old. Discipline related to discrimination on the basis of race,
567 color, religion, age, national origin, sex, sexual preference, marital status,
568 public assistance status, or disabilities will remain active in the employee's
569 file for no longer than four (4) years.

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

579 E. THE EMPLOYER shall have the right to establish
580 reasonable rules evenly applied among the employees covered by this
581 agreement for the operation of the Hospital and for the conduct of said
582 employees. Such rules will be communicated to employees and a copy of
583 the rules and any amendments thereto shall be mailed to THE UNION

584 office promptly. THE UNION's prior approval of the rules shall not be
585 required. However, no rule shall be established which conflicts with any
586 provision of this agreement and when discipline is imposed on any
587 employee for violating such rules such discipline shall be subject to the
588 grievance procedure.

589 Article 8

590 POLICY

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

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

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

603 Section 4. Both parties to this agreement will work
604 cooperatively to comply with all local, state, and federal laws pertaining

605 to disabled workers, including the American with Disabilities Act.

606

Article 9

607

HEALTH AND SAFETY

608

Section 1-Statement of Purpose. It shall be the policy of the Hospital

609 that the safety of the employees, the protection of the work areas, the adequate

610 education and necessary safety practices, and the prevention of accidents are a

611 continuing and integral part of its everyday responsibility. Further, THE

612 UNION and THE EMPLOYER are committed to providing a work

613 environment that is free from hostile, abusive and disrespectful behavior. It

614 shall also be the responsibility of all employees to cooperate in programs to

615 promote safety to themselves and to the public, including participation on

616 committees as appropriate, and compliance with rules to promote safety and a

617 violence-free workplace. Employee responsibility also includes the proper

618 use of all safety devices in accordance with recognized safety procedures.

619 The Hospital will make reasonable effort to provide employees with safe and

620 adequate equipment, working environment, and facilities.

621 Physical Examinations. THE EMPLOYER may require

622 employees to submit to periodical physical examination (which may

623 include detection screening for drugs and/or alcohol) at the expense of

624 THE EMPLOYER and by a Doctor of Medicine, on staff of the Mayo

625 Clinic chosen by the employee. The parties recognize that should such a

626 physical examination disclose that an employee is unable to perform the
627 essential functions of the job, that fact shall be grounds to trigger a review
628 of the employee's employment status at the hospital.

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

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

644 The Hospital will follow provisions outlined by the statutes in
645 requesting and performing detection screening for drugs and/or alcohol.

646 Section 2 – Mantoux Testing. Employees are required to participate
647 in an annual Mantoux or equivalent test provided by the Hospital.

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

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

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

660 Section 5 – Worker's Compensation. Following an injury which is
661 compensable under worker's compensation, an employee who presents a
662 statement from his/her medical practitioner recommending the need to limit or
663 eliminate the employee's exposure to work place hazards may be temporarily
664 reassigned. During the temporary reassignment not to exceed twelve (12)
665 months, THE EMPLOYER will attempt to find a suitable position to
666 accommodate the physical restrictions by offering a job change or by

667 modifying the employee's job to meet medical needs. THE UNION supports
668 and encourages a return to work as soon as possible following an injury.

669 Section 6 – Return to Work Job Search Program. Employees who
670 are unable to perform the essential functions of their jobs with reasonable
671 accommodation will be eligible to participate in the Return to Work Job
672 Search Program under the same provisions of the program as nonunion
673 employees.

674 Employees whose restrictions appear to be of long term or permanent
675 nature and such restrictions appear to restrict them from returning to a position
676 represented by THE UNION will forfeit their seniority and thereby terminate
677 their membership with SEIU HEALTHCARE MN.

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

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

684 Article 10

685 STRIKES AND LOCKOUTS

686 Section 1. THE UNION, THE EMPLOYEES and THE
687 EMPLOYER agree that there shall be no strikes, slow downs, stay-ins,

688 lockouts, or other interference with the operation of the Hospital. The
689 grievance and arbitration procedure is available to THE UNION if the
690 assertion is a violation of the terms of the Agreement. The Supplemental
691 Agreement now existing will remain in force for twelve (12) months
692 following the expiration date of the Collective Bargaining Agreement, and
693 will control in a collective bargaining impasse concerning terms of a new
694 contract unless the parties mutually agree to a change in the pertinent
695 language used in the Supplemental Agreement.

696 Article 11

697 HOURS OF WORK: SCHEDULE

698 Section 1. THE EMPLOYER shall adopt work schedules for
699 all full-time employees which meet the following limitations.

700 The work schedule shall be a basic work week commencing on a
701 day of the week selected by THE EMPLOYER and consisting of five (5)
702 days of work and two (2) days of rest within a seven (7) day period.

703 Time and one-half shall be paid for all hours worked in excess of eight
704 (8) hours in any one work day or in excess of forty (40) in any one work week
705 but not both or employees may be paid overtime for eight (8) hours in one (1)
706 day and eighty (80) hours in a pay period. If the Hospital implements 10- or
707 12- hour shifts within the Departments of Materials Management, Nursing
708 Services, or Surgical Services, overtime will be paid for hours in excess of

709 shift lengths, or for hours over 40 hours in a week. If the Hospital requires an
710 employee to work on the sixth day in a work week, time and one-half will be
711 paid. For purposes of overtime, the sixth and seventh chronological days in
712 the work week shall be considered the days to be paid at the premium rate. If
713 the Hospital requires an employee to work on the seventh day in a work week,
714 double time will be paid. Patient Care Assistants in the Department of
715 Nursing Service shall be paid overtime after more than 8 hours in one day and
716 80 hours in a pay period.

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

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

730 scheduled to work not more than two (2) weekends out of four (4).

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

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

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

744 Section 4. The following rules will be followed in the
745 distribution of overtime work:

746 (a) In all instances, THE EMPLOYER shall have the
747 right to determine shift lengths and whether or not
748 overtime is to be worked. Specifically, THE EMPLOYER
749 shall have the right to assign work to the employee(s) on
750 the next shift, rather than have work completed by the

751 employee(s) on the earlier shift on an overtime basis.
752 (b) Scheduled overtime (defined as overtime which
753 THE EMPLOYER can reasonably anticipate at least twelve
754 hours before the overtime would begin) shall be offered to
755 qualified employees in the job classification in order of
756 their seniority. If the qualified employees with higher
757 seniority decline the work, the junior qualified employee(s)
758 in the job classification must accept the overtime. If the
759 scheduled overtime is for two or more hours, the employee
760 shall receive a one-half hour break after his regular eight
761 hours of work.

762 (c) When an employee is working on a specific task,
763 which is not completed by the end of his shift, and THE
764 EMPLOYER determines that the task should be completed
765 on an overtime basis, the employee shall be assigned to do
766 the overtime work.

767 However, if at the time the task is begun, THE
768 EMPLOYER can reasonably anticipate that the task will
769 extend beyond the end of the shift, and that overtime work
770 will be required, THE EMPLOYER shall, to the extent
771 practical, offer the opportunity to perform the task to the

772 qualified employees in the job classification, who are
773 working on that shift in order of their seniority. If
774 qualified employees with higher seniority decline the work,
775 the junior qualified employee(s) in the job classification
776 working on that shift, must accept the overtime. However,
777 THE EMPLOYER agrees to make every effort to give
778 employees a minimum of one-hour notice prior to the end
779 of the shift, when management could have foreseen the
780 need for overtime.

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

787 (e) The Hospital and THE UNION agree that in
788 instances where overtime is necessary, that the Surgical
789 Services Department may offer overtime to the most senior
790 CST assigned to the Surgical Services section
791 (Cardiovascular, Minor Specialties, Neuro, etc.) who is
792 available. If overtime is needed in the specific surgical

793 cores, overtime will be offered to the most senior specific
794 Surgical Core Technician. In the event senior CSTs do not
795 accept the overtime, the most junior CST(s) must accept
796 the overtime.

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

809 Section 5. The employees shall receive one fifteen-minute
810 relief break within every four (4) consecutive hours worked in each
811 working day. THE EMPLOYER has the right to determine the number
812 and location of areas which are designated as break rooms.

813 Section 6. Only time worked will be considered when computing
814 overtime and/or premium pay for the work week and/or work day.

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

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

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

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

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

832 Additional hours, not overtime hours, for staff not working full
833 time will be offered on the basis of seniority for absences scheduled prior

834 to the schedule being posted. Unscheduled absences with less than 72
835 hours notice will not require the Hospital to offer on the basis of seniority.
836 However, if a more senior employee has expressed an interest in
837 additional hours, they must be offered and must accept the additional
838 hours. Employees will be required to work a reasonable amount of
839 additional hours. Should all of the employees refuse the additional hours,
840 the least senior part-time employee must accept the additional hours and
841 report to work. Nothing in the section shall restrict the right of the
842 Hospital to determine whether additional hours are to be worked.

843 Section 12. Any part-time employee who is consistently scheduled
844 and consistently works at least .5 FTE for a period of six (6) months or more
845 may request to have authorized hours changed to .5 FTE. Any part-time
846 employee who is consistently scheduled and consistently works at least .75
847 FTE for a period of six (6) months or more may request to have authorized
848 hours changed to .75 FTE. THE EMPLOYER will not be required to
849 increase authorized hours if such hours are based on a temporary need such as
850 coverage for an illness or other leave of absence, unscheduled absences, PTO,
851 give-away shifts, and hours from posted but unfilled positions. The upgrade
852 would not occur if it would result in consecutive weekend shifts as part of the
853 new FTE. THE EMPLOYER may decrease authorized hours where an
854 employee consistently gives away their scheduled hours over a period of six

855 (6) months or more. This does not in any way preclude management's
856 normal right to rebid schedules.

857 Article 12

858 LEAVES OF ABSENCE

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

869 Section 2. Any member of THE UNION, who is on the
870 payroll of the HOSPITAL at the time (s)he is appointed or elected to a
871 permanent or temporary office in THE UNION, or the International
872 Union, requiring services which will take him/her off the payroll, shall be
873 given a leave of absence as long as he/she hold his/her office.

874 Section 3. Employees absent from a work unit for more than
875 28 consecutive calendar days for any reason other than the extended use of

876 scheduled Paid Time Off (PTO) or short- or long-term disability are
877 considered to be on employment leave. Depending upon the type of leave
878 and the employee's benefit eligibility, the leave may consist of all unpaid
879 time or a combination of paid and unpaid time. Absences of 28 calendar
880 days or less are not considered leaves.

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

884 Federal and state laws mandate that leaves from employment must
885 be granted for military, parental, medical, and family reasons. In
886 responding to requests for other leaves (e.g., educational, personal),
887 supervisors should review work unit needs and grant leaves if appropriate.
888 Supervisors having questions about the appropriateness of leave requests
889 should consult their Human Resources Service Partner.

890 Employees will return to the department that granted the leave.
891 Based on departmental needs, the employee will return to work
892 assignment (including schedule) from which he/she left, provided the
893 individual is able to perform the job assignment with reasonable
894 accommodations. If the exact position is no longer available, the
895 employee will be offered a similar position based on the employee's
896 knowledge, skills, and abilities.

897 With prior supervisory approval, an employee may work while
898 on leave.

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

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

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

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

917 Employees on educational leaves will lose eligibility for the Mayo

918 dependent scholarship. Employees must be continuously employed full
919 time for two years after returning from such a leave to reinstate eligibility.

920 The length of time an employee is on a leave from the work unit is
921 considered part of continuous service for service awards and the accrual of
922 time off benefits, provided the employee returns to work after the leave.

923 Some educational leaves constitute a break in service for the
924 continuation of benefits into retirement and the calculation of continuous
925 service for early retirement pension payments. There will be no break in
926 service for individuals on educational leaves to attend the Mayo School of
927 Health Related Sciences.

928 Requests for a leave:

929 Employees are encouraged to request a leave from the
930 work unit, or the extension of a leave, as early as possible to allow
931 the work unit to plan for possible accommodations. Requests are
932 to be made to the supervisor.

933 If it is anticipated that an employee will be absent from the
934 work unit for more than 28 consecutive calendar days, excluding
935 extended use of PTO and/or STD, a leave form must be completed
936 by the employee and approved by the supervisor. The supervisor
937 should initiate the leave form if the employee is unavailable due to
938 illness/injury, personal reasons, etc.

939 If an employee is scheduled to be absent from the work unit
940 for 28 days or less, it is not necessary to complete a leave form. The
941 absence should be recorded on the time card. If, however, an absence
942 originally anticipated to be 28 days or less is extended and
943 encompasses more than 28 calendar days, a leave form should be
944 completed by the supervisor noting the first day of absence.

945 Returning from a leave:

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

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

951 Section 4. Employees shall be granted time off for the purpose of
952 negotiating a collective bargaining agreement with THE EMPLOYER, shop
953 steward or leader training, Lobby Day, Union conventions and Union
954 business. A limited number of employees will be granted time off so as not to
955 unduly interfere with the operations of the department. THE EMPLOYER
956 will be provided a minimum of fifteen (15) days advance notice for the
957 purpose of negotiating a collective bargaining agreement with THE
958 EMPLOYER, and two (2) weeks advance notice whenever possible for the
959 other events listed above. A minimum of thirty (30) days notice will be

960 granted for employees taking a leave of absence of more than five (5) days to
961 work for THE UNION. For the purpose of this article “a day” shall be
962 defined as Monday - Friday, excluding weekends and holidays. Time off for
963 these purposes shall be considered as excused absences. However, no
964 employee shall be paid for time spent in these activities.

965 Article 13

966 HOLIDAYS

967 Section 1. The following are recognized holidays:

968	Memorial Day	Thanksgiving Day
969	July 4th	Christmas Day
970	Labor Day	New Years Day

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

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

977 Section 3. Notwithstanding the foregoing, THE EMPLOYER
978 may apply any changes to the existing holiday policy which are applied to
979 non-contract employee groups during the term of this agreement.

980

Article 14

981

PAID TIME OFF (PTO)

982

Section 1. The Paid Time Off (PTO) Program will be effective

983 at the same time as it is for the nonunion employees at the Hospital.

984 Those employees with an authorized schedule of half-time or greater will

985 be eligible for the PTO Program as defined in the PTO Policy.

986 Employees with an authorized schedule of less than half-time are not

987 eligible for PTO benefits.

988

Section 2. The following schedule shows the annual PTO

989 accrual for full-time employees.

990

Years of Service	PTO in Days	PTO in Hours
0	23	184
2	28	224
10	33	264
15	35	280
20+	38	304

991

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Section 3. Employees will be eligible to receive their PTO

997 benefits as they accrue it each pay period. Full-time employees will accrue

998 PTO on a schedule which will provide a yearly accumulation equivalent to the

999 appropriate PTO schedule in accordance with Section 2 of the Article.

1000 Eligible part-time employees will accrue PTO on a pro-rated basis. This

1001 proration for PTO will be based on actual hours worked while all other
1002 benefits will be prorated based on the employee's authorized work hours.

1003 Section 4. If an employee's services are terminated for any reason
1004 prior to the time of the taking of his/her PTO, he/she shall be paid the full
1005 amount of his/her accumulated PTO pay on or by the next normal pay day.

1006 Section 5. If an employee becomes eligible for short-term
1007 disability during his/her paid time off, he/she may, at his/her option,
1008 discontinue his/her paid time off and draw short-term disability benefits as
1009 provided in Article 17 of this Agreement. In such event, the employee
1010 may take the unused portion of his/her paid time off at a later time.

1011 Section 6. PTO shall be given year round. A PTO call shall be
1012 posted from February 1 to February 15 for the vacation year of April 1
1013 through March 31 upon which employees shall select their PTO periods in
1014 order of seniority. In the alternative, a department may divide the PTO
1015 call into three one-week postings according to seniority. On the PTO call,
1016 employees requesting PTO in one (1) week periods shall have preference
1017 over those requesting PTO in lesser amounts. If an employee has chosen
1018 PTO during the call period, then later chooses to cancel part of the
1019 request, the employee must forfeit the entire request. Scheduling shall be
1020 arranged so that the functioning of the department shall not be impaired.
1021 A maximum of eighteen (18) months PTO accrual may be accumulated.

1022 No pay in lieu of PTO will be given for unused PTO accrual. An
1023 employee who had the maximum PTO accumulated may be placed on
1024 PTO by THE EMPLOYER.

1025 An employee may split the employee's PTO into one-week
1026 periods. Upon request and upon approval by the supervisor, an employee
1027 may use PTO in one-hour increments but requests will be considered on a
1028 first-come-first-served basis, not seniority.

1029 Section 7. The Hospital may apply any changes to the PTO
1030 program which are applied to nonunion employee groups during the term
1031 of this agreement.

1032 Section 8. Employees may sell to THE EMPLOYER up to the
1033 annual accrual maximum in the upcoming year as long as the balance does
1034 not go below forty (40) hours.

1035 Article 15

1036 JURY PAY

1037 Section 1. No employee shall be required to perform work for
1038 THE EMPLOYER during any 24-hour period (11:00 p.m. to 11:00 p.m.)
1039 during which the employee is required to be present for petit or general jury
1040 service. If an employee with seniority is required to perform jury service
1041 during a 24-hour period during which (s)he was otherwise scheduled to work
1042 at the Hospital, THE EMPLOYER will pay the employee any straight time

1043 pay the employee would otherwise have earned for working during the 24-
1044 hour period during which the employee was required to perform jury service.
1045 However, a day shift employee dismissed from jury service before the end of
1046 the work shift shall immediately call his/her supervisor to see if needed to
1047 report to work for the remainder of the shift.

1048 Article 16

1049 FUNERAL LEAVE

1050 Section 1. A maximum of five (5) scheduled shifts (five
1051 consecutive calendar days which include the date of the funeral) may be
1052 granted and paid to attend the funeral or memorial service in the event of the
1053 death of the following employee's relative: legal spouse, child, mother and
1054 father. A maximum of three (3) scheduled shifts (three consecutive calendar
1055 days which include the day of the funeral) may be granted and paid to attend
1056 the funeral or memorial service in the event of the death of the following
1057 employee's relative: brother, sister, half brother, stepbrother, half sister,
1058 stepsister, mother-in-law, father-in-law, step parents, legal guardian/wards,
1059 son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchildren,
1060 brother-in-law, sister-in-law, stepdaughter, stepson. Payment shall be at a
1061 regular straight-time rate. Time paid as funeral leave will not be considered
1062 compensable in determining overtime. Employees on scheduled PTO
1063 otherwise eligible for funeral leave shall be permitted to convert scheduled

1064 PTO to funeral leave for which they would be eligible. In order to be eligible
1065 for funeral leave, employees may be required to submit reasonable proof of
1066 attendance at the funeral or memorial service.

1067 Article 17

1068 SHORT-TERM DISABILITY

1069 Section 1. All employees regularly scheduled to work twenty
1070 (20) or more hours per week shall be eligible for THE EMPLOYER'S
1071 short-term disability plan. Employees will be eligible their first day of
1072 employment and will receive 120 hours at full pay plus 400 hours at half
1073 pay (50% of salary). Employees with more than five (5) years seniority
1074 shall receive 520 hours at full pay. Employees will have their short-term
1075 disability account reinstated on their anniversary date of employment,
1076 provided the employee is not on long-term disability and is actively back
1077 at work in their regular assignment. Coverage will be prorated for part-
1078 time employees. THE EMPLOYER reserves the right to amend or change
1079 this plan at the time it makes similar changes to the Hospital's disability
1080 plan for nonunion, nonexempt employees.

1081 Section 2. Short-term disability payments are based on the
1082 employee's regular work assignment and salary prior to the disability
1083 leave and will be paid from accumulated benefits during the usual pay
1084 cycle.

1085 Section 3. Before paying any short-term disability benefits,
1086 THE EMPLOYER may require the employee to furnish a written
1087 certificate of a physician who attended the employee in connection with
1088 the illness or injury causing the absence, verifying the necessity of the
1089 absence for the period actually incurred, unless the employee is examined
1090 at the Hospital by a person chosen by the Hospital and is granted short-
1091 term disability.

1092 Section 4. No short-term disability will be paid in the case of
1093 any absence for which Workers' Compensation benefits are payable,
1094 except as provided below. If an employee, who has accumulated short-
1095 term disability benefits is absent from work under circumstances such that
1096 the employee is eligible to receive Workers' Compensation benefits, the
1097 employee shall be permitted to use accumulated short-term disability to
1098 make up the difference between the weekly Workers' Compensation
1099 benefit and the employee's net earnings during his normal scheduled work
1100 week based on his assigned hours of work.

1101 Section 5. Payment of short-term disability due to confinement
1102 and recovery after childbirth is designed primarily to ensure no loss of income
1103 for those employees with a regular assigned work schedule of twenty (20) or
1104 more hours per week. Short-term disability may be received for the period
1105 when absence from work is medically necessary to safeguard the well-being

1106 of the mother, normally considered to extend from delivery until the
1107 employee is physically able to return to work, usually not more than six (6)
1108 weeks (30 working days). Medical complications may extend leave beyond
1109 six-week maximum. In this case, a letter requesting the extension of leave
1110 because of medical complications experienced by the employee before,
1111 during, or after childbirth must be sent to Mayo Clinic Hospital, Saint Marys
1112 Campus by the employee's obstetrician. The Hospital, after review,
1113 recommends the action to be taken regarding extension of the leave and
1114 advises the employee. Short-term disability may constitute the entire
1115 maternity absence. If a leave of absence is desired prior to or after disability,
1116 a leave of absence form must be requested by the employee according to the
1117 normal leave of absence provisions.

1118 Section 6. The provisions of the absenteeism control program,
1119 as set forth in the employee policy manual, will apply to employees
1120 covered by this agreement.

1121 Section 7. Short-term disability will be paid after a forty (40)
1122 hour waiting period (prorated for part-time) is completed for each illness.
1123 Short-term disability will be paid only for working days in each illness.

1124 Employees will follow the provisions of the Medical and Dental
1125 Policy for absences related to the employee's dental examination or
1126 treatment, the employee's physical examination or treatment and the

1127 employee's eye exam or treatment. Time off for such appointments must
1128 have prior supervisory approval and the employee may be required to
1129 show proof of the appointment and shall return to work after the
1130 appointment. However, when possible, employees will make every effort
1131 to schedule appointments during their scheduled time off.

1132 Article 18

1133 BENEFIT PROVISIONS

1134 Section 1. The Hospital agrees that during the term of this
1135 agreement, the following insurance benefits shall be available to all
1136 eligible regular full-time and part-time employees and their dependents
1137 covered by the terms of this agreement. Part-time employees who have
1138 authorized work hours of twenty (20) hours but less than forty (40) hours
1139 per week shall be entitled to benefits as defined in the plan provisions.

- 1140 • Mayo Medical Plan
- 1141 • Mayo Reimbursement Account
- 1142 • Delta Dental Standard
- 1143 • Delta Dental Deluxe
- 1144 • Vision Care Plan
- 1145 • Mayo Clinic Employee Assistance Plan
- 1146 • CyberScout Identity Management
- 1147 • Adoption Reimbursement Plan

1148 Eligible employees are eligible for an adoption reimbursement
1149 plan of ten thousand and 00/100 dollars (\$10,000); five
1150 hundred dollars (\$500.00) for the adoption of a step child.

1151 • Long-term disability

1152 Eligible employees will be eligible for a long-term
1153 disability benefit plan provided by the Hospital that
1154 provides sixty-five percent (65%) of salary in coordination
1155 with other disability plans after thirteen (13) calendar
1156 weeks of continuous absence due to illness or injury.

1157 • Life insurance

1158 Eligible employees have employer paid life insurance equal
1159 to three (3) times their annual salary. The amount of death
1160 benefits will be changed in accordance with the employee's
1161 annual salary provided however, that no such increase will
1162 become effective unless and until the employee is actually
1163 at work. Eligible employees who terminate their
1164 employment and qualify under the extension of benefit
1165 provisions will continue to be eligible for a life insurance
1166 benefit at termination in the amount of \$5,000.
1167 There is a reduction in the life insurance benefit for
1168 employees working beyond age 65:

- 1169 • Age 65.....60 percent of three times salary
- 1170 • Age 70.....40 percent of three times salary
- 1171 • Age 75.....25 percent of three times salary
- 1172 • Age 80 or more.....15 percent of three times salary

1173 • Accidental Death and Dismemberment

1174 Eligible employees are eligible for one (1) times their
 1175 annual salary in Accidental Death and Dismemberment
 1176 Insurance.

1177 • Option of purchasing additional Universal Life Insurance,
 1178 Family Life Insurance and Accidental Death and
 1179 Dismemberment Insurance.

1180 Eligible employees may purchase the following benefit
 1181 programs by paying the required premiums through payroll
 1182 deductions:

- 1183 • Universal Life Insurance
- 1184 • Family Life Insurance
- 1185 • Accidental Death and Dismemberment
 1186 Insurance

1187 • Dependent Care Flexible Spending Account and Health Care
 1188 Flexible Spending Account.

1189 Eligible employees may elect to participate in a dependent
1190 care flexible spending account and/or a health care flexible
1191 spending account.

1192 • The Mayo Foundation Scholarship Plan is available to
1193 qualifying employees.

1194 • Professional Development Assistance Program (PDAP) - The
1195 nonunion Mayo Medical Center PDAP is available to
1196 employees subject to the plan's provisions.

1197 • Extension of Benefits

1198 Eligible employees who terminate their employment with
1199 the Hospital and meet the following service and age
1200 provisions will be eligible to continue their Health benefits:

1201	Continuous Years of Service	Age
1202	10	62 and over
1203	15	60 - 61
1204	20	55 - 59
1205	30	Any age

1206 General changes in employee contribution rates for these plans
1207 will be applied to all participating employees. Employees retiring after
1208 December 31, 2010, will not be eligible for the Mayo Reimbursement
1209 Account in retirement.

1210 Section 2. Notwithstanding the foregoing, THE EMPLOYER
1211 may apply changes in existing benefit plans as listed in this article, except
1212 for the pension plan, which are applied to non-contract employee groups
1213 during the term of this agreement.

1214 Article 19

1215 PENSION PLAN

1216 Section 1. THE EMPLOYER participates in a pension plan in
1217 which changes are made from time to time by THE EMPLOYER. The
1218 Hospital will continue a plan during the life of this Agreement. The
1219 following general provisions are included:

- 1220 • Normal retirement age for pension plan purposes is the last day
1221 of the month in which the participant attains age 65 or, if later,
1222 the fifth annual anniversary of the first day of the first plan
1223 year in which employee first became a participant in the plan.
- 1224 • Retirement benefits based upon employee's average earnings.
- 1225 • Pension benefits that may be increased by an annual inflation
1226 factor up to one and one-half percent (1 1/2%) per year.
- 1227 • Employees being vested after five (5) years of service (as
1228 defined by the plan).

1229 The minimum pension benefit will be forty (\$40.00) dollars per
1230 years of benefit service. If during the life of this agreement THE

1231 EMPLOYER increases the minimum pension benefit for the nonunion
1232 employees, the increase will also be given to the employees covered by
1233 this contract.

1234 Section 2. Effective April 23, 1997, the SMH Pension Plan
1235 Document will be amended to reflect the early retirement benefit
1236 reduction payment schedules shown below. As of January 1, 1999, the
1237 cap of 40 years of benefit service to the minimum benefit calculation will
1238 be increased to 50 years.

1239 REDUCTION OF EARLY RETIREMENT BENEFIT PAYABLE
1240 BEFORE AGE 65

1241 If early retirement pension payments are to begin before age 65, the
1242 amount may be reduced to reflect the early start of your payments.
1243 Schedule A, shown in the table below, applies if you retire at ages 62
1244 through 65 with at least 10 years of continuous service; ages 60 and 61
1245 with at least 15 years of continuous service; and ages 55 through 59 with
1246 at least 20 years of continuous service. Schedule B applies if you have not
1247 met these service requirements (see Summary Plan Description for
1248 definition of continuous service).

Payments Beginning at Age:	Percent of the Amount Payable at Age 65	
	Schedule A	Schedule B
65	100%	100%
64	100%	90%
63	100%	80%
62	100%	72%
61	96%	66%
60	92%	61%
59	86%	56%
58	80%	52%
57	74%	48%
56	68%	44%
55	62%	40%

1249

Article 20

1250

UNIFORMS AND SHOE ALLOWANCE

1251

Section 1.

An allowance of two hundred and no/100 dollars

1252 (\$200.00) per year will be given all permanent full-time employees who

1253 are required by management to purchase uniforms. Those permanent part-

1254 time employees working half time or more will be given a prorated

1255 allowance, except for the Department of General Services which shall

1256 have their uniforms provided by THE EMPLOYER. The uniform

1257 allowance shall be paid quarterly on March 1, June 1, September 1, and

1258 December 1 in each year. For employees on a leave of absence for one

1259 year, the uniform allowance will be discontinued at that point. An access

1260 identification card will be worn by each employee. One access

1261 identification card will be provided by THE EMPLOYER at the time of

1262 employment or department change.

1263 Employees who are provided uniforms but who are required by

1264 management to purchase special shoes that must remain at the Hospital,

1265 shall either be given an allowance of fifty and no/100 (\$50.00) dollars per

1266 year or management will provide the shoes. Patient Care Assistants

1267 regularly working in the Emergency Trauma Unit and each intensive care

1268 unit as long as they are provided for other Nursing Service personnel in

1269 the work unit will be provided scrub suits by THE EMPLOYER with the

1270 color to be determined by THE EMPLOYER. The Hospital reserves the
1271 right to discontinue the allowance during the term of this agreement and
1272 provide uniforms to the employees in adequate numbers.

1273 In the event that THE EMPLOYER chooses to change the uniform
1274 worn by employees covered under this agreement, THE UNION and THE
1275 EMPLOYER will meet to negotiate the number of new uniforms to be
1276 provided by THE EMPLOYER to the employee.

1277 A shoe allowance of up to one hundred twenty-five and no/100
1278 dollars (\$125.00), per year, with receipts shall be paid to employees who
1279 are required to purchase OSHA-approved safety shoes.

1280 Article 21

1281 WAGES

1282 Section 1. A schedule covering job classifications within the
1283 bargaining unit and beginning, intermediate and regular minimum wage
1284 rates for each classification for the term of this contract is attached hereto
1285 as Wage Schedule and is hereby made a part of this Agreement. Rate
1286 increases shall become effective on the first day of the pay period in
1287 which the employee's anniversary date falls.

1288 Section 2. When a new job classification within the scope of
1289 this Agreement is established, the rate shall be negotiated by THE
1290 EMPLOYER and THE UNION.

1291 Section 3. When employees are paid, they shall receive
1292 receipts indicating how much straight time and how much overtime has
1293 been worked and the rate per hour of the individual.

1294 Section 4. The defined hours for evening, night, and weekend
1295 shift differentials shall be the same as for the nonunion employees. Shift
1296 differential is paid only for hours actually worked off shift, and is not
1297 included when an employee takes time off with or without pay. Effective
1298 April 26, 2000, the new hourly shift differentials will be: one dollar and
1299 thirty cents (\$1.30) for evenings; one dollar and ninety cents (\$1.90) for
1300 nights; one dollar and seventy-five cents (\$1.75) for weekend days; three
1301 dollars and five cents (\$3.05) for weekend evenings; and three dollars and
1302 sixty-five cents (\$3.65) for weekend nights, except for CSTs.

1303 For CSTs in the ORs, the hourly shift differentials will be as
1304 follows: one dollar and sixty cents (\$1.60) for evenings; two dollars and
1305 fifteen cents (\$2.15) for nights; one dollar and eighty-five cents (\$1.85)
1306 for weekend days; three dollars and forty-five cents (\$3.45) for weekend
1307 evenings; and four dollars (\$4.00) for weekend nights.

1308 Section 5. Permanent employees working more than twenty
1309 (20) hours per week and working split shift schedules shall be paid
1310 twenty-five (25) cents per hour in addition to the regular rate of pay for
1311 that classification. Split shifts shorter than those presently in effect shall

1312 not be adopted by THE EMPLOYER but any split shift, and the premiums
1313 therefore, may be abolished by THE EMPLOYER. Split shifts will be
1314 completed within a ten (10) hour period.

1315 Section 6. Employees will participate in THE EMPLOYER'S
1316 direct payroll deposit plan.

1317 Section 7. The cost of all education programs, refresher
1318 courses, etc. which an employee is required by THE EMPLOYER to
1319 attend will be provided by THE EMPLOYER with no loss of time or
1320 wages to the employee.

1321 Section 8. The parking fee for employees will remain at the
1322 present level during this Agreement, but it is not the intent of this
1323 provision to require THE EMPLOYER to provide or to permit the use of
1324 new parking facilities.

1325 Section 9. "On-call" pay for CSTs will be \$4.75 per hour. The
1326 method for computing payment of on-call pay will be the same as for
1327 other employees in the Department of Surgical Services. Sign up will be
1328 by seniority, trading of call will be permitted. Qualified employees at
1329 Rochester Methodist Hospital that express an interest in taking call will be
1330 included in call sign up after Mayo Clinic Hospital, Saint Marys Campus
1331 employees have signed for on call. On-call employees will continue to
1332 receive on-call pay when called back to work as a result of being on call,

1333 so long as it is in place for the nonunion staff. It is understood that the
1334 Hospital has the right to terminate "on-call" duties at any time.

1335 Section 10. In the event a non-bargaining unit employee
1336 transfers into a position at Mayo Clinic Hospital, Saint Marys Campus
1337 represented by SEIU, the employee will receive length of service credit
1338 for time worked at Mayo. THE UNION seniority and pension dates,
1339 however, will be effective the date of the transfer.

1340 Section 11. In the Department of Linen & Central Service
1341 employees performing the assignment of Sterilizer Operator will be paid a
1342 premium of \$.50 per hour only for the time spent performing that function.

1343 Article 22

1344 SUBCONTRACTING

1345 THE EMPLOYER shall notify THE UNION at least sixty (60)
1346 calendar days prior to contracting out or subcontracting any work which
1347 would result in employees within the bargaining unit being laid off.
1348 During this time, THE EMPLOYER shall meet at mutually agreeable
1349 times with a Union Committee composed of the Local President, Union
1350 Representative and the stewards from the affected departments to discuss
1351 employee concerns and consider suggestions or alternatives so as to try
1352 and minimize any impact that contracting out or sub-contracting may have
1353 on the employees.

1354

Article 23

1355

LABOR MANAGEMENT COMMITTEE

1356

THE UNION and THE EMPLOYER will establish a Labor

1357 Management Committee which is to meet monthly or at such intervals as

1358 the Committee may decide is necessary to discuss matters relating to the

1359 employee's employment at Mayo Clinic Hospital, Saint Marys Campus

1360 such as experimental programs of flex time; permanent shifts; job sharing;

1361 and seniority preferences. It is understood, however, that the discussions

1362 are not "negotiations" and the Committee does not have authority to

1363 change or amend this contract.

1364

Article 24

1365

SEIU (COPE) LANGUAGE

1366

THE EMPLOYER agrees to deduct and transmit to SEIU

1367 Healthcare Minnesota, COPE, \$_____ per pay period, from the wages of

1368 those employees who voluntarily authorized such contributions on the

1369 forms provided for that purpose by SEIU. These transmittals shall occur

1370 for each payroll period and shall be accompanied by a list of the names of

1371 those employees for whom such deductions have been made and the

1372 amount deducted for each such employee.

1373

Article 25

1374

DURATION OF AGREEMENT

1375

This Agreement shall be dated April 23, 2018, and shall continue

1376

in force to and including April 22, 2021, but the effective date of all

1377

changes proposed shall be as stated in the contract or the date of execution

1378

of this agreement.

1379

Either party desiring to terminate or amend this Agreement as of April

1380

23, 2021, or any anniversary thereof, shall mail or deliver to the other notice

1381

in writing thereof not less than ninety (90) days prior to such date.

1382 SURGICAL SERVICES ADDENDUM

1383 (1) Mayo Clinic Hospital, Saint Marys Campus and SEIU
1384 Healthcare MN agree that in the Department of Surgical Services, the
1385 Hospital team supporting the surgical procedure in the operating rooms
1386 will be a Certified Surgical Technologist and a registered nurse. This
1387 model will be implemented through attrition, i.e. resignations, retirements,
1388 transfers, and promotions. No CST currently scheduled to work the day
1389 shifts (7:00 a.m. to 3:30 p.m. or 9:00 a.m. to 5:30 p.m.) shall be forced to
1390 the evening or night shifts on a permanent basis as a result of the
1391 implementation of this model. Current evening and night shift CSTs shall
1392 be provided the opportunity to bid on every fourth day shift CST opening.
1393 As part of the team concept, no CST will be forced out of their current
1394 operating room assignment on a permanent basis as a result of this model.

1395 (2) The Certified Surgical Technologist and Registered Nurse
1396 may perform all functions for which they are qualified working as a
1397 consistent team supporting the needs of the patient. The primary
1398 assignment of the Certified Surgical Technologist shall be scrubbing; the
1399 primary assignment of the registered nurse shall be circulating. In the
1400 event of unanticipated absences, unscheduled cases, or emergency
1401 situations, the OR may be staffed by any combination of existing staff
1402 with the understanding that an attempt will be made to bring in staff to

1403 resume the normal staffing ratios. As part of this team concept, the timing
1404 of breaks, relief and other personnel changes will be given as to offer the
1405 least disruption to the current case based on the needs of the patient as
1406 determined by the Hospital. Additional staff in any classification may be
1407 added dependent on the procedure and needs of the patient.

1408 (3) Any emergency cases after 5 p.m. on weekdays and all
1409 weekend cases will be staffed in accordance with the model of a CST and
1410 a Registered Nurse.

1411 (4) In the case of Certified Surgical Technologists displaced
1412 from the operating rooms by a Registered Nurse, those individuals will
1413 perform technical responsibilities within the surgical suite (such as
1414 operating rooms and cores). While these individuals may fill vacancies
1415 existing in other sections, they will not be permitted to displace less senior
1416 Certified Surgical Technologists in other operating rooms.

1417 (5) Throughout the surgical suite, the classifications assigned
1418 to the cores supporting the operating rooms will be both Certified Surgical
1419 Technologists and Surgical Core Technicians. For orientation and
1420 training purposes, RNs may be assigned to the cores. The numbers and
1421 duties of each classification will be based on the needs of the operating
1422 room as determined by management. The Hospital agrees that there will
1423 be Surgical Core Technicians assigned in the cores.

1424 (6) It is further agreed that any reduction in the number of
1425 bargaining unit employees which may result from the implementation of this
1426 agreement will occur by attrition. No bargaining unit members currently
1427 assigned duties within the surgical suite shall be laid off from the Hospital
1428 solely as a result of the implementation of this surgical support team.

1429 (7) Employees in the Department of Surgical Services may be
1430 required to sign up to work weekends, holidays, and "on call" regardless
1431 of their years of service. In each section, four (4) additional "buffer"
1432 positions will be included in the holiday sign up. In the event that an
1433 employee who is scheduled to work a holiday and is not available to work
1434 the holiday, the employee(s) in the "buffer" position(s) will be scheduled
1435 to work the holiday by seniority.

1436 (8) Employees called in for an emergency case will be paid travel
1437 pay based on guidelines established by the Department of Surgical Services.

1438 (9) Management may implement the 360° Performance
1439 Review process in Surgical Services at Mayo Clinic Hospital, Saint Marys
1440 Campus with the following components:

- 1441 a. Employees will be asked, but not required, to provide
1442 feedback.
- 1443 b. When providing feedback, employees will be required
1444 to sign the feedback document.

- 1445 c. Feedback documents will be destroyed within six (6)
1446 weeks following the delivery of the Performance
1447 Appraisal.
- 1448 d. Feedback will be compiled into the performance
1449 appraisal without individual names attached to
1450 comments.

1452 This Memorandum of Understanding concerns the interview
1453 process for the LCS Lead position within the Department of Linen and
1454 Central Services (DLCS), Mayo Clinic Hospital, Saint Marys Campus
1455 (SMH).

1456 Any current employee of the DLCS, SMH, regardless of the
1457 employee's current classification, may apply for a LCS Lead position and
1458 be interviewed for that position. The basis for awarding the position will
1459 be the same as the criteria used for nonunion positions.

1460 Other classifications within the DLCS may be requested by the supervisor
1461 to be in charge where a LCS Lead is not present. The other classifications
1462 will receive the higher pay while they are performing the work of a LCS
1463 Lead.

1465 MAYO CLINIC HOSPITAL, SAINT MARYS CAMPUS (hereafter called THE
1466 EMPLOYER) and SEIU HEALTHCARE MN (hereafter called THE UNION)
1467 mutually agree as follows:

- 1468 (1) This Supplemental Agreement shall be in full force and effect for twelve
1469 (12) months following the expiration date of the Collective Bargaining
1470 Agreement.
- 1471 (2) In collective bargaining concerning the terms of a new contract (as
1472 distinguished from the resolution of grievances) the following procedures
1473 shall apply:
- 1474 a. THE EMPLOYER and THE UNION will exchange proposals and
1475 conduct negotiations in the normal manner during the period of time
1476 preceding the expiration date of the existing
1477 contract.
 - 1478 b. If no settlement is reached prior to the expiration date of the existing
1479 contract, the unresolved issues shall be submitted to final and binding
1480 arbitration, if so requested in writing by either party. Labor contract
1481 will continue and be in full force and effective for twelve (12) months
1482 following the expiration date of the Collective Bargaining Agreement.
 - 1483 c. The Board of Arbitration shall consist of three members, one selected
1484 by THE EMPLOYER, one selected by THE UNION, with a neutral
1485 chairman to be agreed upon between THE EMPLOYER and THE
1486 UNION. If no agreement is reached on the neutral chairman within
1487 ten (10) days following the written request for arbitration, either party
1488 may request the Federal Mediation and Conciliation Service to submit
1489 a panel of arbitrators' names. The Federal Mediation and Conciliation
1490 Service shall be asked to submit the names of arbitrators located in
1491 Wisconsin or Minnesota and, if possible, to include arbitrators who are
1492 familiar with labor relations matters in the health care field. Upon
1493 receipt of the panel of arbitrators' names, THE UNION and THE
1494 EMPLOYER will alternately strike names from the panel of proposed
1495 arbitrators until one name remains. The person whose name remains
1496 on the panel of arbitrators shall be deemed to be the neutral chairman
1497 of the Board of Arbitration.
 - 1498 d. The decision of the Board of Arbitration shall be final and binding
1499 upon THE EMPLOYER, THE UNION and the employees.
- 1500 (3) Since THE EMPLOYER and THE UNION have agreed to resolve issues
1501 relating to the terms of a new contract through final and binding
1502 arbitration, it is understood and agreed that THE UNION, its officers,

1503 representatives, and all other employees shall not instigate, authorize,
1504 assist, condone or engage in any strike, sympathy strike, slowdown, stay-
1505 ins or other interference of THE EMPLOYER'S operations during the
1506 period of time that this Supplemental Agreement is in
1507 effect.

1508 (4) In consideration of THE UNION'S commitment in Section 3 of this
1509 Supplemental Agreement, THE EMPLOYER shall not lock out employees
1510 during the period of time that this Supplemental Agreement is in effect.

1511 (5) The failure or refusal on the part of any employee to comply with the
1512 provisions of Section (3) of this Supplemental Agreement shall be cause
1513 for immediate discipline, including discharge.

Date

SEIU Healthcare MN

Mayo Clinic Hospital,
Saint Marys Campus

1514 IN WITNESS WHEREOF, THE EMPLOYER and THE UNION have
1515 executed this

1516 Agreement the day 26th of June, 2018.

1517 SEIU HEALTHCARE MN

MAYO CLINIC HOSPITAL,

1518

SAINT MARYS CAMPUS

Meredith Rambold

Mary Bala

Andrew Bennett

Sam McFarland

Diane Meyers

Tom LaSalle

Dea McClellan

Kan

Xi

Francis

John Zahner

Chris

Sandra Wenck

Wage Schedule Effective 4/23/2018

Department	Hire Rate	6 Month	1 Year	2 Year	5 Year	7 Year	8 Year	10 Year	12 Year	15 Year	20 Year
Job Class											
Linen & Central Service											
LCS Processing/Distribution Tech	15.85	16.43	17.02	18.29	18.95	19.09	19.26	19.51	19.70	20.11	20.16
LCS Linen Tech	15.85	16.43	17.02	18.29	18.95	19.09	19.26	19.51	19.70	20.11	20.16
LCS Transporter	16.95	17.82	19.10	20.73	21.97	22.14	22.22	22.42	22.56	22.70	22.76
LCS Lead	16.56	17.18	17.79	19.66	20.32	20.58	20.97	21.21	21.40	21.84	21.89
Environmental Services											
Housekeeper	15.58	15.83	16.69	18.17	18.79	18.99	19.11	19.37	19.56	20.11	20.16
Janitor	16.95	17.82	19.10	20.73	21.97	22.14	22.22	22.33	22.41	22.48	22.53
General Service											
Escort	14.93	15.81	16.68	17.90	18.76	18.98	19.11	19.59	19.99	20.18	20.23
Mail Clerk	16.32	16.54	16.98	18.45	19.08	19.25	19.47	19.58	19.65	19.71	19.76
Telecommunications Specialist	15.99	16.50	17.33	18.63	19.23	19.46	19.64	20.09	20.45	20.66	20.71
Nursing											
Patient Care Assistant	16.80	17.03	17.33	18.63	19.23	19.46	19.83	20.30	20.88	21.31	21.36
Surgical Services											
Surgical Core Technician	16.80	17.03	17.33	18.63	19.23	19.46	19.83	20.30	20.88	21.31	21.36
Certified Surgical Technologist	21.15	21.89	22.62	24.07	25.96	27.43	29.19	30.01	30.83	31.46	31.54
Materials Management											
Materials Handler	19.07	19.19	19.64	21.72	22.41	22.93	23.15	23.40	23.61	23.82	23.88

Wage Schedule Effective 4/23/2019

Department	Hire Rate	6 Month	1 Year	2 Year	5 Year	7 Year	8 Year	10 Year	12 Year	15 Year	20 Year
Job Class											
Linen & Central Service											
LCS Processing/Distribution Tech	16.17	16.76	17.36	18.66	19.33	19.47	19.65	19.90	20.09	20.51	20.56
LCS Linen Tech	16.17	16.76	17.36	18.66	19.33	19.47	19.65	19.90	20.09	20.51	20.56
LCS Transporter	17.29	18.18	19.48	21.14	22.41	22.58	22.66	22.86	23.01	23.15	23.21
LCS Lead	16.90	17.53	18.15	20.05	20.73	21.00	21.39	21.64	21.83	22.27	22.33
Environmental Services											
Housekeeper	15.89	16.15	17.02	18.53	19.16	19.37	19.49	19.76	19.95	20.51	20.56
Janitor	17.29	18.18	19.48	21.14	22.41	22.58	22.66	22.78	22.85	22.93	22.98
General Service											
Escort	15.23	16.13	17.01	18.26	19.13	19.36	19.49	19.98	20.39	20.58	20.63
Mail Clerk	16.65	16.88	17.32	18.82	19.46	19.64	19.86	19.97	20.04	20.10	20.15
Telecommunications Specialist	16.31	16.83	17.67	19.00	19.62	19.85	20.03	20.49	20.86	21.07	21.12
Nursing											
Patient Care Assistant	17.13	17.37	17.67	19.00	19.62	19.85	20.23	20.71	21.30	21.73	21.79
Surgical Services											
Surgical Core Technician	17.13	17.37	17.67	19.00	19.62	19.85	20.23	20.71	21.30	21.73	21.79
Certified Surgical Technologist	21.57	22.32	23.08	24.55	26.48	27.97	29.78	30.61	31.45	32.09	32.17
Materials Management											
Materials Handler	19.45	19.58	20.03	22.16	22.86	23.39	23.62	23.87	24.08	24.30	24.36

Wage Schedule Effective 4/23/2020

Department	Hire Rate	6 Month	1 Year	2 Year	5 Year	7 Year	8 Year	10 Year	12 Year	15 Year	20 Year
Job Class											
Linen & Central Service											
LCS Processing/Distribution Tech	16.49	17.10	17.71	19.03	19.72	19.86	20.04	20.30	20.49	20.92	20.97
LCS Linen Tech	16.49	17.10	17.71	19.03	19.72	19.86	20.04	20.30	20.49	20.92	20.97
LCS Transporter	17.64	18.54	19.87	21.56	22.86	23.03	23.11	23.32	23.47	23.61	23.67
LCS Lead	17.24	17.88	18.51	20.45	21.14	21.42	21.82	22.07	22.27	22.72	22.78
Environmental Services											
Housekeeper	16.21	16.47	17.36	18.90	19.54	19.76	19.88	20.16	20.35	20.92	20.97
Janitor	17.64	18.54	19.87	21.56	22.86	23.03	23.11	23.24	23.31	23.39	23.44
General Service											
Escort	15.53	16.45	17.35	18.63	19.51	19.75	19.88	20.38	20.80	20.99	21.04
Mail Clerk	16.98	17.22	17.67	19.20	19.85	20.03	20.26	20.37	20.44	20.50	20.55
Telecommunications Specialist	16.64	17.17	18.02	19.38	20.01	20.25	20.43	20.90	21.28	21.49	21.54
Nursing											
Patient Care Assistant	17.47	17.72	18.02	19.38	20.01	20.25	20.63	21.12	21.73	22.16	22.23
Surgical Services											
Surgical Core Technician	17.47	17.72	18.02	19.38	20.01	20.25	20.63	21.12	21.73	22.16	22.23
Certified Surgical Technologist	22.00	22.77	23.54	25.04	27.01	28.53	30.38	31.22	32.08	32.73	32.81
Materials Management											
Materials Handler	19.84	19.97	20.43	22.60	23.32	23.86	24.09	24.35	24.56	24.79	24.85

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 employees. 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 pertains 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.

