

AGREEMENT BETWEEN
MAYO CLINIC HEALTH SYSTEM IN ST. JAMES
AND
AFSCME, Council 65, Local 1204 (Registered Nurses)
September 1, 2016 through August 31, 2019

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**AGREEMENT
BETWEEN
MAYO CLINIC HEALTH SYSTEMS IN ST. JAMES
AND
AFSCME COUNCIL 65, LOCAL 1204**

ARTICLE 1 - SCOPE AND DEFINITION

1.1 This Agreement shall apply and be limited to all full-time and regular part-time Registered Nurses employed by the Employer at its St. James, Minnesota facility, excluding licensed practical nurses, technicians, technologists, nurses aides, office clerical employees, medical records employees, dietary employees, laundry employees, maintenance employees, housekeeping employees, casual employees, guards, and supervisors, as defined in the National Labor Relations Act.

1.2 The term "nurse" as used herein shall mean "Registered Nurse." The term "Registered Nurse" shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota State Board of Examiners of Nursing as a Registered Nurse. The Hospital and the Union agree that only persons so licensed shall be recognized as Registered Nurses.

ARTICLE 2 - HOURS

2.1 The basic work period shall be eighty (80) hours (forty (40) hours in the alternative method) to be worked during a period of two, (2) weeks (fourteen (14) consecutive days). If a nurse is required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any work day, or in excess of eight (8) consecutive hours, he/she will be paid at one and one-half (1-1/2) times the nurse's regular rate of pay for all excess time so worked. Overtime payments shall not be duplicated. The Hospital, in its sole discretion, may adopt a different overtime formula for each Department covered by this Agreement. In this arrangement, if a nurse works in excess of forty (40) hours during a seven (7) consecutive day time period, he/she will be paid at one and one-half times the nurse's regular rate of pay for all excess time so worked. The Hospital agrees that if a change in the overtime formula is going to occur, it will give the Union written notice thirty (30) days in advance of the change.

As an alternative to the basic work period above, the Hospital can establish flexible work schedules of 12 hour shifts or a combination of 8 and 12 hour shifts. For nurses on such a flexible work schedule, the basic work period

shall be forty (40) hours per week. A nurse shall be paid time and one-half the nurse's regular rate of pay for work in excess of forty (40) hours per week. Even though the total hours worked during a work week may not exceed forty (40), a nurse working in excess of twelve (12) hours in a day shall be paid at the rate of one and one-half times (1-1/2) times the nurse's regular rate of pay for excess time worked on that day. The Hospital agrees that if a change in the overtime formula is going to occur, it will give the Union written notice at least thirty (30) days in advance of the change.

2.2 The general pattern of scheduling work will be as follows:

- (A) Nurses whose posted weekend rotation is for twelve (12) hour shifts will be scheduled to work every third weekend. A nurse will be allowed 3 weekend shifts off per calendar year without having to find their own replacement. A weekend is defined as any shift between 7:00 am Friday and 7:00 am Monday.
- (B) Nurses shall not be required to change shifts more than once during a fourteen (14) day work period.
- (C) Normally, there shall be at least twelve (12) hours between assigned shifts (days, relief, and nights) except on days prior to scheduled days off. Nurses will not be scheduled to work back-to-back shifts except in cases of emergency, or unless it is mutually agreeable to both the employee and the Hospital.
- (D) A nurse will be entitled to one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, he/she will be given one (1) unpaid thirty (30) minute meal break for each scheduled shift. This meal break will extend the scheduled shift time by thirty (30) minutes. If a nurse does not receive this meal break, he/she will be paid for the additional thirty (30) minutes on duty time.
- (E) Normally, completed work schedules will be posted covering a six (6) week period, at least two (2) weeks in advance of the time covered by such schedules. Normally, schedules will not be changed after posting unless mutually agreeable. If possible, nurses' requests for special days off will be considered, provided the requests are submitted forty-eight (48) hours in advance of the posting of the schedule. The Hospital's decision on whether or not to grant the special request shall be final.

2.3 Additional weekend pay. Nurses who work more weekend shifts (a shift being defined as no less than four hours) than the nurse's regular weekend rotation shall be paid an additional bonus amount of Ten Dollars (\$10.00) per hour for all hours worked on such extra weekend shift. For purposes of the bonus payment under this Section 2.3, the weekend shall be defined as beginning at 7:00 a.m. on Friday and ending at 7:00 a.m. Monday. This extra weekend bonus does not apply in situations where a nurse reports for work in response to a trauma or disaster call.

2.4 The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the nurse and the Hospital.

2.5 In the event a nurse is required by the Hospital to attend in-service training programs, including regularly scheduled nurses' meetings, at times when the employee is not scheduled to work, such employee shall receive payment for attendance at such sessions at the applicable rate of pay for all time spent in attendance. In addition, any mandatory meeting hours shall not count towards the total FTE hours for that pay period unless the nurse is scheduled to work on such day.

2.6 If a nurse reports for work on his/her regularly scheduled shift and is sent home for lack of work, or if a nurse is asked to report for work to cover a regularly scheduled shift and is then sent home for lack of work, the nurse shall receive a minimum of four (4) hours work or pay at straight time rates. It is understood and agreed that this section shall not apply to nurses who are on on-call status and are called to work from that status.

2.7 If a nurse is not scheduled to work and is called prior to the beginning of a shift by the Hospital and asked to report to work, and if that nurse reports within one (1) hour of being called, he/she shall be paid back to the beginning of the shift.

2.8 In situations where adherence to the pattern of scheduling set out in this Article would have the effect of depriving patients of needed nursing care as determined by the Hospital, the Hospital reserves the unilateral right to make exceptions to the general pattern of scheduling.

2.9 When posting open hours or shifts for upcoming schedules, regularly scheduled nurses will be given priority in filling the vacant hours or shifts on a non-overtime basis once casual nurses have fulfilled their competency shift requirements.

2.10 The Hospital will designate one or more nurses to serve in a Preceptor role. Any Preceptor nurse must have a minimum of one (1) year of experience as a Registered Nurse and must complete Preceptor training before assuming the role. Any nurse who is designated by the Hospital to serve in a Preceptor role for a new staff nurse will receive additional compensation at the rate of \$2.00 per hour for all hours worked on a designated Preceptor shift in addition to the Preceptor's regular rate of pay.

2.11 A nurse shall not experience more than 208 hours of mandatory low need during any contract year.

ARTICLE 3 - SALARY

3.1 The minimum salary levels for each classification covered by this contract shall be provided in Appendix A.

Except where otherwise noted, all annual and step increases shall be effective commencing with the beginning of the first full pay period after the applicable date.

3.2 Nurses working on the evening shift shall be paid an additional differential of \$1.90 per hour. Nurses working on the night shift shall be paid an additional differential of Two Dollars and Forty Cents (\$2.40) per hour. Shift differential is paid for the entire shift for any shift where the majority of hours occurs after 3:00 p.m.

3.3 Each nurse shall be placed on the wage scale based on the number of hours that the Hospital has credited to that particular employee, and those hours as determined by the Hospital shall be conclusive as to the employee's status with respect to wage and benefit eligibility.

3.4 Movement on the wage scale for all employees shall be based on compensated hours.

3.5 When a nurse performs the duties of a charge nurse at the direction of the Hospital, she/he will receive a premium of two dollars (\$2.00) per hour. Charge nurse pay is on hours worked in the Charge role only.

ARTICLE 4 - ON-CALL PAYMENTS

4.1 Off-Premises: Payment for on-call hours where the employee is not required to remain on the Hospital's premises shall be paid as follows:

- (A) Nurses shall receive a minimum of Four Dollars and Sixty Cents (\$4.60) per hour for on-call hours which are not worked. Effective September 1, 2017 this rate is Four Dollars and Seventy-Five Cents (\$4.75). Except as provided for in Section 4.2, on-call hours shall not be considered compensated hours or, hours worked, and no overtime payment shall be made for such on-call time.

If a nurse is scheduled to work New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day and is called off work due to low census but is instructed to remain in an on-call status during that holiday, that nurse will receive Five Dollars and Eighty-Five Cents (\$5.85) for the on-call rate for those holiday hours where he or she is in on-call status. Effective September 1, 2017 this rate is Six Dollars (\$6.00).

4.2 On-call hours and cancelled shift hours shall not count as hours worked for any purposes, except the Hospital does reserve the right to require a nurse(s) whose shift has been cancelled by the Hospital to remain in an on-call status and be available to be called to come to work on an as-needed basis. Nurses who have had their shifts cancelled and are designated, as being in an on-call status by the Hospital shall have only those on-call hours counted as compensated hours.

ARTICLE 5 - HOLIDAYS

5.1 For purposes of this Article 5 – Holidays, a full-time nurse is one who is regularly scheduled to work sixty-four (64) or more hours per two (2) week pay period, and a part-time nurse is one who is regularly scheduled to work fewer than sixty-four (64) hours during a two (2) week pay period.

5.2 Full-time and part-time employees working the evening shift on Christmas Eve Day or New Year's Eve Day shall receive time and one-half (1-1/2) their regular hourly rate of pay for working that evening shift.

5.3 The holidays designated in the Hospital's PTO Policy shall be considered to commence at the beginning of the night shift on the day

preceding the actual holiday and shall run through the evening shift on the day designated as the holiday.

5.4 Benefit eligible nurses may use PTO when working on a designated holiday, consistent with the Hospital's PTO Policy.

5.5 A nurse who picks up a holiday shall be paid an incentive of an additional \$10.00 per hour.

5.6 Holiday hours shall not be considered in determining FTE for scheduling purposes.

ARTICLE 6 - PAID TIME OFF (PTO)

6.1 Benefit eligible nurses shall be covered by the Mayo Clinic Health System in St. James Paid Time Off Plan ("PTO") on the same terms and conditions as the PTO Plan is offered to other Mayo Clinic Health System in St. James non-contract employees and as may be modified from time to time by the Employer.

ARTICLE 7 - LEAVES OF ABSENCE

7.1 Personal and Medical Leaves – Nurses may be granted leaves of absence on the same terms and conditions as available to all other Mayo Clinic Health System – St. James non-contract employees as such leave of absence program may be modified from time to time. Any eligible nurse will be granted time off if eligible for and consistent with the Family and Medical Leave Act

7.2 Funeral Leave – Nurses will be covered by the Mayo Clinic Health System in St. James Funeral Leave Policy on the same terms and conditions as offered to other Mayo Clinic Health System in St. James non-contract employees and as may be modified from time to time by the Employer.

7.3 Jury Duty - Nurses will be covered by the Mayo Clinic Health System in St. James Jury Duty Policy on the same terms and conditions as offered to other Mayo Clinic Health System in St. James non-contract employees and as may be modified from time to time by the Employer.

7.4 Benefit Accrual - Seniority for layoff purposes shall continue to accrue during the time that a person is actually on an authorized leave of absence.

Employees who do not return to work within the time limits prescribed by the leave of absence shall be deemed to have voluntarily terminated their employment.

7.5 To the extent that anything in this collective bargaining agreement is covered by the Family Medical Leave Act (FMLA) or state law provisions on leaves of absence, the FMLA and state law supersedes the collective bargaining agreement. Wherever applicable, FMLA and state mandated leaves shall be deemed to run concurrently with leaves provided in this Agreement.

ARTICLE 8 – HEALTH AND DENTAL INSURANCE

8.1 Benefit eligible nurses shall be eligible to participate in the Hospital's Health Insurance Plan on the same terms and conditions as such plan is offered to other Mayo Clinic Health System in St. James non-contract employees and as may be modified from time to time by the Employer.

8.2 Benefit eligible nurses shall be eligible to participate in the Hospital's Dental Insurance Plan on the same terms and conditions as such Plan is offered to other Mayo Clinic Health System in St. James non-contract employees and as may be modified from time to time by the Employer.

8.3 All questions regarding eligibility and benefits shall be resolved by reference to the plan documents, and those documents are hereby incorporated by reference.

ARTICLE 9 - PART-TIME NURSES

9.1 Unless otherwise specified, all provisions of this Agreement shall apply equally to both full-time and part-time nurses.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.1 With the exception of the probationary period, the Hospital agrees that it will discipline and/or discharge any employees only for just cause.

ARTICLE 11 - PROBATIONARY PROCEDURE

11.1 In order to provide new nurses with the opportunity to demonstrate their ability and interest, all nurses are considered to be in probationary status during the first ninety (90) days of employment, and the Hospital may discipline or discharge that nurse with or without cause during this probationary period. Upon

satisfactory completion of the ninety (90) day period, the nurse shall be granted seniority dating from the commencement of his/her current employment.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

12.1 It is mutually agreed that all grievances arising during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement. The following procedure shall be followed when a dispute arises:

Step One -The employee will informally discuss the grievance with the employee's immediate supervisor.

Step Two - If the grievance is not resolved at the time of the Step One informal discussion, it shall be reduced to writing and submitted to Human Resources. The written grievance shall describe the nature of the grievance being asserted, the Section of the Contract allegedly violated, and it must be signed by the individual employee or employees alleging the grievance. In addition, the written grievance must be received by Human Resources within ten (10) calendar days after the date of occurrence. Grievances relating to wages shall be timely if received by the Human Resources within ten (10) calendar days after the payday for the period during which the grievance occurred. Subsequent to receipt of the written grievance, the Union may request a meeting with Human Resources in order to discuss the grievance. The Hospital will advise the Union in writing with respect to its position on the grievance.

Step Three - If the grievance is not resolved in Step Two, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by Human Resources within ten (10) calendar days following receipt by the Union of the Hospital's written reply to the grievance.

The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Union, one (1) representative of the Employer, and a third neutral member to be selected by the first two. In the event that the first two cannot agree upon a neutral third member within ten (10) days after submission of the grievance to arbitration, such third neutral member shall be selected from a list of seven (7) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The Board of Arbitration shall conduct a hearing and shall decide the grievance. The Board of Arbitration shall only have the power to interpret and apply the express written provisions of this Agreement. The Board of

Arbitration shall have no power to amend, delete, add to, or modify in any way the provisions of this Agreement. The parties may mutually agree to waive the panel and refer the matter to the neutral arbitrator.

A majority decision of the Board of Arbitration will be final and binding upon the Union, the Hospital and the employee. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement by the Hospital and the Union. All time spent by employees or Union Stewards attempting to adjust a grievance pursuant to this Article shall not be considered hours worked, and the time spent shall not be compensated by the Hospital.

12.2 The Union may file grievances on behalf of an individual employee or groups of employees. Any such grievance shall be subject to all of the provisions of this Section 14 including the time limitations contained herein. The grievance shall name the employees affected unless it affects all the employees in the unit.

ARTICLE 13 - CHANGE IN STATUS

13.1 A change in status from full-time to part-time or from part-time to full-time shall not cause a forfeiture of earned benefits or a loss of credit in earnings benefits, except where eligibility for such benefits is specifically defined by an employee's FTE.

ARTICLE 14 - MANAGEMENT RIGHTS

14.1 Except as specifically limited by the express written provisions of this Agreement, the management of this facility and the direction of its working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to layoff employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Employer rules, regulations, retirement, and other policies; to discipline or discharge employees as the Employer sees fit; to schedule work and to determine the number of hours to be worked; to determine the methods and

equipment to be utilized and the type of service to be provided; to change, modify, or discontinue existing methods of service and equipment to be used or provided.

ARTICLE 15 - APPLICABLE LAW

15.1 The parties recognize that this Agreement is subject to the Constitution and laws of the United States and the State of Minnesota. To the extent that any provisions of this Agreement conflict with the provisions of any such law, it shall be modified by negotiation between the parties only to the extent necessary to comply with such laws.

ARTICLE 16 - BULLETIN BOARD

16.1 The Hospital will provide a bulletin board for use by the Union, but it is understood and agreed that the Union bulletin board shall be used exclusively for the purpose of advising members of Union meetings and educational materials related to nursing, and no other materials or documents shall be placed on the bulletin board.

ARTICLE 17 - NO STRIKE OR LOCKOUT

17.1 The Hospital, Union and employees recognize that it is essential that patient care be provided on an uninterrupted basis for the welfare of patients and the community. Accordingly, the Union and the employees agree that there shall be no strikes, picketing, work stoppages, slowdowns, sympathy strikes, picketing or similar actions of any kind whatsoever during the term of this Agreement. This prohibition against strikes and other action prohibited by this Article shall be absolute and shall apply regardless of whether the dispute is subject to arbitration and regard less of whether or not the

ARTICLE 18 - GENERAL CONDITIONS

18.1 When this contract expires, but before any new contract is agreed upon, either party has the right to negotiate with respect to any mandatory subject of bargaining, as that term is used in the National Labor Relations Act.

18.2 Education – Nurses may be granted educational leaves of absence on the same terms and conditions as available to all other Mayo Clinic Health System – St. James non-contract employees as such educational leave of absence program may be modified from time to time.

18.3 Professional Development Assistance Program - Nurses will be eligible to participate in the Mayo Clinic Health System Professional Development Assistance Program on the same terms and conditions as such Program is offered to other Mayo Clinic Health System in St. James non-contract employees and as may be modified from time to time by the Employer.

18.4 Straight Shifts - Nurses who have been employed by the Hospital for ten (10) consecutive years (20,800 hours) may request that they be assigned to a straight shift. However, it shall be within the sole discretion of the Hospital to determine whether that request can be granted and, if the request is denied, the matter is not grievable pursuant to Article 12 and may not be submitted to arbitration. The decision of the Hospital in this matter shall be final and binding.

18.5 Job Posting - When bargaining unit positions for which the Hospital intends to recruit become available, the position shall be posted via the Hospital's on-line system. In filling bargaining unit positions, the primary consideration shall be given to the applicant's qualifications (knowledge, skills and abilities). If there is more than one qualified applicant, preference will be given to the most senior qualified applicant.

18.6 Educational Reimbursement - Employees who attend, in any contract year, two-thirds of the in-service or nursing meetings as designated by the employer, to a maximum of eight in anyone contract year, that employee shall be entitled to attend two (2) educational programs outside of the Hospital during the next contract year. The Hospital shall reimburse the nurse for these two (2) educational programs, not to exceed \$100 in any contract year. Also, time spent actually attending the educational program shall be compensated by the Hospital at the nurse's then-existing straight-time hourly rate of pay. If a nurse does not attend two-thirds of the in-service or nursing meetings, not to exceed eight in a contract year, they shall not be eligible for any reimbursement under this section in the next contract year. Any educational program for which a nurse will seek educational reimbursement must be approved by the Hospital in advance of attending the course to be eligible for reimbursement.

18.7 BSN Requirement - An Associate Degree (AD) nurse employed at the Hospital prior to October 1, 2013 will not be required to attain a Bachelor of Science in Nursing (BSN) or Bachelor of Arts in Nursing (BAN) as long as the nurse remains in a nursing position covered by this collective bargaining agreement.

ARTICLE 19 - OBLIGATION TO JOIN UNION OR PAY SERVICE FEE

19.1 It shall be a condition of continued employment that all employees covered by this Agreement who are members in good standing of the Union on the execution date of this Agreement shall remain members in good standing for the duration of this Agreement. All other employees hired prior to the execution date of this Agreement are not required to join the Union or pay dues as a condition of employment. "In good standing," for the purposes of this Agreement, is defined to mean the payment of standard regular monthly dues, uniformly required as a condition of retaining membership in the Union or payment of a service fee related to the Union's representational functions.

19.2 All new employees hired after the execution date of this Agreement must either join the Union or, if the employee chooses not to join the Union, he/she must pay a service fee to the Union as a condition for continued employment. This requirement to join the Union or pay a service fee as a condition of employment shall commence on the 31st day following the beginning of such employment. For employees who choose not to join the Union but elect instead to pay a service fee, that "service fee" shall mean a portion of the monthly periodic dues uniformly required of all members of the Union that relates to the Union's representational functions. The "service fee" shall be payable at the same time as the Union's regular monthly dues. Should the Union demand that an employee be terminated for failure to remain in good standing and/or pay the appropriate service fee, it shall notify the Hospital in writing by certified mail, and the Hospital shall then have ten (10) working days from receipt of that certified letter to terminate the employee in question. If a dispute occurs between the Hospital, the Union, and an employee over the provisions of this Article, including the discharge of an employee pursuant to this Article, the Union will hold the Hospital harmless and will handle the dispute without cost (including but not limited to attorneys' fees) to the Hospital.

19.3 The dues shall be deducted in twelve (12) monthly installments.

19.4 The Union shall give written notification to the Hospital of the amount of the dues which are to be deducted.

ARTICLE 20 - SENIORITY AND LAYOFF

20.1 Seniority is defined as the length of continuous service after the most recent date of employment. There shall be established a separate seniority list for each classification covered by this Agreement. Seniority for employees shall be based on one (1) year's credit for each 2,080 compensated hours. The employer

shall prepare and post the seniority list on the anniversary date of this Agreement. The seniority list shall list the name of the employee, their classification, and the number of compensated hours. For this list, full-time employees shall have their years of service reduced to compensated hours, with one (1) year the equivalent of 2,080 hours. If the Hospital determines that a reduction in staff is necessary, the least senior employee in the classification affected shall be laid off first. It shall be implicit in this layoff procedure that an employee must be presently qualified to perform the available job. If a more senior employee is not presently qualified to perform the available job, the less senior employee may be retained out of sequence, and the more senior employee laid off. Employees shall be recalled from layoff on the same basis and in the reverse order of layoff. A recalled employee who fails to report within fourteen (14) calendar days from the date the recall letter was mailed by registered or certified mail to the last known address of the recalled employee shall be deemed to have voluntarily given up any and all recall rights. It is understood and agreed that the Hospital shall set the hours and schedules of all employees consistent with its needs. In this regard, when an employee is laid off, it may be necessary to increase the hours of current employees. Employees who refuse to accept a changed schedule may be laid off in lieu of less senior employees.

ARTICLE 21 - EXPERIENCE CREDIT

21.1 When an employee is hired who has previously worked as a Registered Nurse in a health care setting, the Hospital will review and evaluate that prior experience and will decide, in its sole discretion, what, if any, experience credit will be granted to the employee for advance placement on the wage schedule.

ARTICLE 22 - DURATION AND RENEWAL

22.1 Except as otherwise provided herein, this Agreement shall be in full force and effect from September 1, 2016 through August 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other at least ninety (90) days prior to August 31, 2019.

AFSCME, COUNCIL 65
LOCAL 1204

By Kristin Wierck RN

Title Hospital RN Rep

Date 11/20/16

By John Longton

Title LABOR REP AFSCME

Date 11/14/16

MAYO CLINIC HEALTH SYSTEM IN ST.
JAMES

By Mandy Kuro

Title Sr Labor Relations Specialist

Date 11/10/16

LETTER OF UNDERSTANDING

MAYO CLINIC HEALTH SYSTEMS IN ST. JAMES

AND

AFSCME, COUNCIL 65, LOCAL 1204

(REGISTERED NURSES)

June 18, 2014

During the course of negotiations for the 2013-16 contract, the parties agreed to the following additional matters:

1. During negotiations for the next collective bargaining agreement to be effective on or after September 1, 2016, all bargaining unit nurses who are engaged in contract negotiations with the Hospital shall accrue benefits for all hours actually spent on designated negotiations days, to a maximum of 12 hours per day.
2. The parties agreed that at the time of ratification of the current contract four nurses were receiving PTO balance adjustments under Paragraph 2 of "Letter of Understanding: St. James Medical Center and AFSCME PTO/EIB Conversion." During the course of negotiations for the current contract, the parties agreed to eliminate that Letter of Understanding and to discontinue PTO balance adjustments. In lieu thereof, the Hospital and the Union have agreed that the four nurses who were receiving that PTO adjustment at the time of ratification will receive a one-time lump sum payment equal to 75 hours per employee paid at the employee's applicable regular rate of pay.

AFSCME, COUNCIL 65
LOCAL 1204

By *Audrey Wojcik*

Title *Hospital RN Rep*

Date *11/20/16*

By *David [Signature]*

Date *11/14/16*

Title *LABOR REP AFSCME*

MAYO CLINIC HEALTH SYSTEM IN ST.
JAMES

By *Marcy [Signature]*

Title *Sr. Labor Relations Specialist*

Date *11/10/16*

APPENDIX A

Effective First Pay Period Following September 1, 2016

	AD/Diploma	Bachelor	Master's
Start	\$ 29.79	\$ 30.68	\$ 31.03
1 Yr. (2,080 Hrs.)	\$ 30.61	\$ 31.48	\$ 31.85
2 Yrs.(4,160 Hrs.)	\$ 31.43	\$ 32.31	\$ 32.67
3 Yrs. (6,240 Hrs.)	\$ 32.23	\$ 33.12	\$ 33.49
4 Yrs. (8,320 Hrs.)	\$ 33.01	\$ 33.91	\$ 34.25
5 Yrs. (10,400 Hrs.)	\$ 33.85	\$ 34.74	\$ 35.08
6 Yrs. (12,480 Hrs.)	\$ 35.40	\$ 36.28	\$ 36.65
7 Yrs. (14,560 Hrs.)	\$ 36.20	\$ 37.09	\$ 37.44
8 Yrs. (16,640 Hrs.)	\$ 37.03	\$ 37.91	\$ 38.27
9 Yrs. (18,720 Hrs.)	\$ 37.84	\$ 38.74	\$ 39.08
10 Yrs. (20,800 Hrs.)	\$ 38.64	\$ 39.52	\$ 39.88
11 Yrs. (22,800 Hrs.)	\$ 39.43	\$ 40.32	\$ 40.67
12 Yrs. (24,960 Hrs.)	\$ 40.26	\$ 41.15	\$ 41.50
14 Yrs. (29,120 Hrs.)	\$ 41.07	\$ 41.95	\$ 42.32
16 Yrs. (33,280 Hrs.)	\$ 41.89	\$ 42.79	\$ 43.17
18 Yrs. (37,440 Hrs.)	\$ 42.73	\$ 43.65	\$ 44.03
20 Yrs. (41,600 Hrs.)	\$ 43.58	\$ 44.52	\$ 44.91
25 Yrs. (52,000 Hrs.)	\$ 44.45	\$ 45.41	\$ 45.80

Effective First Pay Period Following September 1, 2017

	AD/Diploma	Bachelor	Master's
Start	\$ 30.31	\$ 31.22	\$ 31.57
1 Yr. (2,080 Hrs.)	\$ 31.15	\$ 32.03	\$ 32.41
2 Yrs. (4,160 Hrs.)	\$ 31.98	\$ 32.88	\$ 33.24
3 Yrs.(6,240 Hrs.)	\$ 32.79	\$ 33.70	\$ 34.08
4 Yrs. (8,320 Hrs.)	\$ 33.59	\$ 34.50	\$ 34.85
5 Yrs. (10,400 Hrs.)	\$ 34.44	\$ 35.35	\$ 35.69
6 Yrs. (12,480 Hrs.)	\$ 36.02	\$ 36.91	\$ 37.29
7 Yrs. (14,560 Hrs.)	\$ 36.83	\$ 37.74	\$ 38.10
8 Yrs. (16,640 Hrs.)	\$ 37.68	\$ 38.57	\$ 38.94
9 Yrs. (18,720 Hrs.)	\$ 38.50	\$ 39.42	\$ 39.76
10 Yrs. (20,800 Hrs.)	\$ 39.32	\$ 40.21	\$ 40.58
11 Yrs. (22,800 Hrs.)	\$ 40.12	\$ 41.03	\$ 41.38
12 Yrs. (24,960 Hrs.)	\$ 40.96	\$ 41.87	\$ 42.23
14 Yrs. (29,120 Hrs.)	\$ 41.79	\$ 42.68	\$ 43.03
16 Yrs. (33,280 Hrs.)	\$ 42.62	\$ 43.54	\$ 43.93
18 Yrs. (37,440 Hrs.)	\$ 43.48	\$ 44.41	\$ 44.80
20 Yrs. (41,600 Hrs.)	\$ 44.34	\$ 45.30	\$ 45.70
25 Yrs. (52,000 Hrs.)	\$ 45.23	\$ 46.20	\$ 46.60

Effective First Pay Period Following September 1, 2018

	AD/Diploma	Bachelor	Master's
Start	\$ 30.84	\$ 31.77	\$ 32.12
1 Yr. (2,080 Hrs.)	\$ 31.70	\$ 32.59	\$ 32.98
2 Yrs. (4,160 Hrs.)	\$ 32.54	\$ 33.46	\$ 33.82
3 Yrs.(6,240 Hrs.)	\$ 33.36	\$ 34.29	\$ 34.68
4 Yrs. (8,320 Hrs.)	\$ 34.18	\$ 35.10	\$ 35.46
5 Yrs. (10,400 Hrs.)	\$ 35.04	\$ 35.97	\$ 36.31
6 Yrs. (12,480 Hrs.)	\$ 36.65	\$ 37.56	\$ 37.94
7 Yrs. (14,560 Hrs.)	\$ 37.47	\$ 38.40	\$ 38.77
8 Yrs. (16,640 Hrs.)	\$ 38.34	\$ 39.24	\$ 39.62
9 Yrs. (18,720 Hrs.)	\$ 39.17	\$ 40.11	\$ 40.46
10 Yrs. (20,800 Hrs.)	\$ 40.01	\$ 40.91	\$ 41.29
11 Yrs. (22,800 Hrs.)	\$ 40.82	\$ 41.75	\$ 42.10
12 Yrs. (24,960 Hrs.)	\$ 41.68	\$ 42.60	\$ 42.97
14 Yrs. (29,120 Hrs.)	\$ 42.52	\$ 43.43	\$ 43.78
16 Yrs. (33,280 Hrs.)	\$ 43.37	\$ 44.30	\$ 44.70
18 Yrs. (37,440 Hrs.)	\$ 44.24	\$ 45.19	\$ 45.58
20 Yrs. (41,600 Hrs.)	\$ 45.12	\$ 46.09	\$ 46.50
25 Yrs. (52,000 Hrs.)	\$ 46.02	\$ 47.01	\$ 47.42