

Agreement Between

Mayo Clinic Health System Mankato

AND

The American Federation of State,
County and Municipal Employees, AFL-CIO
(Local 1856)

Effective:
September 1, 2017
through
August 31, 2020

Weingarten Rights

If called into a meeting with management, read the following, or present this card to management when the meeting begins. *“If this discussion could in any way lead to my being disciplined or terminated or affect my person working conditions, I respectfully request that my union representative, officer, or steward be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.”*

TABLE OF CONTENTS

	PAGE
ARTICLE 1 INTENT AND PURPOSE.....	1
ARTICLE 2 RECOGNITION.....	1
ARTICLE 3 CHECK-OFF	2
ARTICLE 4 RIGHTS OF MANAGEMENT.....	2
ARTICLE 5 HOURS OF WORK	3
ARTICLE 6 DEFINITION OF FULL AND PART-TIME EMPLOYEES	6
ARTICLE 7 PROBATIONARY EMPLOYEES	6
ARTICLE 8 HOLIDAY PROVISIONS	6
ARTICLE 9 PTO AND STD (Short Term Disability)	7
ARTICLE 10 INSURANCE.....	7
ARTICLE 11 SENIORITY	8
ARTICLE 12 LEAVES OF ABSENCE.....	10
ARTICLE 13 DISCIPLINE AND DISCHARGE	10
ARTICLE 14 BULLETIN BOARD	11
ARTICLE 15 JURY DUTY	11
ARTICLE 16 GRIEVANCE PROCEDURE	11
ARTICLE 17 SAVINGS CLAUSE	13
ARTICLE 18 UNION ACCESS TO PREMISES.....	13
ARTICLE 19 GENERAL PROVISIONS.....	13
ARTICLE 20 JOB CLASSIFICATION AND SALARY SCALE.....	13
ARTICLE 21 TUITION REIMBURSEMENT.....	16
ARTICLE 22 PENSION PROGRAM	17
ARTICLE 23 NO STRIKES OR LOCKOUTS	17

ARTICLE 24 JOB CLASSIFICATION REVIEW17
ARTICLE 25 EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT17
ARTICLE 26 DURATION OF AGREEMENT17

AGREEMENT

AGREEMENT entered into by and between the MAYO CLINIC HEALTH SYSTEM MANKATO, Mankato, Minnesota, hereinafter referred to as "THE EMPLOYER" or "THE HOSPITAL", and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, Local 1856 hereinafter referred to as "THE UNION".

ARTICLE 1 **INTENT AND PURPOSE**

The purpose of this Agreement is to (a) promote and insure harmonious relations, cooperation and understanding between THE EMPLOYER and its employees; (b) to encourage economy of operation and the protection of property; (c) to establish standard hours of work, rates of pay and working conditions; and to these ends, THE EMPLOYER pledges its employees considerate and courteous treatment, and the employees, directly and through their Agent (THE UNION), pledge THE EMPLOYER loyal and efficient service.

ARTICLE 2 **RECOGNITION**

Section 1

THE EMPLOYER recognizes THE UNION as the exclusive representative for collective bargaining purposes of the employees of Mayo Clinic Health System Mankato, Mankato, Minnesota, in the unit composed of all regular full-time and part-time (those who have worked forty (40) hours per payroll period) Clerical, Environmental Services, and nursing service personnel including Health Unit Coordinators, Patient Care Associates, Unit Technicians, Logistics Aides, Sterile Processing and Distribution Technicians; while excluding supervisors, Registered Nurses, Licensed Practical Nurses, other technicians, Laboratory Personnel, Maintenance Employees, Medical Records Department Employees, Administrative and Confidential Secretaries, and employees who are students, as per certification of bargaining agency by the State of Minnesota, Division of Conciliation, dated June 19, 1969.

Section 2

THE EMPLOYER shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

Section 3

A list of students working in classification otherwise covered by this Agreement working in the Hospital on January 1 and July 1 each year will be sent to the Union.

A representative designated by THE UNION will be allowed fifteen (15) minutes, as determined by THE EMPLOYER, during new employee orientation to participate in describing Union representation and the operation of this Agreement. Time spent by THE UNION's designee will be unpaid.

Section 4

Nothing in this Agreement will operate to prevent an employee from working in two different classifications.

ARTICLE 3
CHECK-OFF

Section 1

In recognition of THE UNION as the exclusive representative:

- 1.1 THE EMPLOYER shall deduct dues sufficient to provide the payment of regular dues established by THE UNION from the wages of all employees authorizing, in writing, such deduction on a form provided by THE UNION, and the deduction of dues shall commence thirty (30) working days after initial employment with THE EMPLOYER; and
- 1.2 THE EMPLOYER shall remit such deductions to AFSCME Council 65 with a list of the names of the employees from whose wages deductions were made, along with other pertinent employee information necessary for the collection and administration of Union dues.
- 1.3 THE UNION shall provide to THE EMPLOYER the formula or schedule (if applicable) to calculate the actual dues or agency fee deduction and will provide a spreadsheet to calculate the actual dues.

Section 2

FairShare/Agency Fee. THE UNION may collect an agency fee or fair share fee in an amount determined by THE UNION, from the Bargaining Unit Members who choose not to become members of THE UNION.

Section 3

THE UNION agrees to indemnify and hold THE EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against THE EMPLOYER as a result of action taken by THE EMPLOYER under all provisions of this Article.

ARTICLE 4
RIGHTS OF MANAGEMENT

Except as limited by the provisions of this Agreement, the management of THE HOSPITAL and the direction of the working forces, including the right to direct, plan and control hospital operations, to hire, recall, transfer, promote, demote, schedule employees, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change or discontinue existing operating methods and/or facilities, and to manage THE HOSPITAL are vested exclusively in THE HOSPITAL.

ARTICLE 5
HOURS OF WORK

Section 1

The normal hours of work shall be eight (8) hours per day and eighty (80) hours in a 14-day period. All hours worked in excess of eight (8) hours per day and eighty (80) hours in a 14-day period shall be compensated for at the rate of time and one-half. Overtime payments shall not be duplicated for hours worked in excess of eight (8) in a regular work day and in excess of eighty (80) in a 14-day period.

Section 2

THE HOSPITAL and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

- 2.1 The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Article 5, Section 1. Further, even though the total hours worked during a week may not exceed forty (40), an employee working in excess of her or his scheduled work day shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked.
- 2.2 THE HOSPITAL or an employee under this Section may revoke such election by giving written notice of at least four (4) weeks prior to the effective date of THE HOSPITAL's next posted schedule of work hours. Provided, however, that in no event shall more than six (6) weeks' notice of revocation be required. If a flexible schedule is revoked, the employee will be offered a regular schedule with the same number of hours.
- 2.3 Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occur after 3:00 p.m.

Section 3

All employees will receive a thirty (30) minute unpaid meal break each shift of at least 6 hours. A fifteen (15) minute paid rest period shall be provided for every four (4) hours worked at times designated by their immediate supervisor, except for emergencies where patient demands do not permit the scheduling of such breaks. No employee may leave work before the end of her/his shift in lieu of rest periods.

Section 4

Work schedules will be posted at least one (1) week prior to the effective date thereof. Changes to the posted schedule will be made by mutual agreement between the employee and employer.

Section 5

The work schedules for full-time employees and regular part-time employees shall provide for two (2) weekends (Saturday and Sunday) off in each four (4) week period. Weekends may be scheduled on a Sunday/Monday basis with mutual agreement between employee and hospital. Full-time employees shall also have another two days off during such 14-day period which may be either consecutive or non-consecutive at the discretion of THE HOSPITAL.

No employee shall be scheduled to work more than seven (7) consecutive days, except in an emergency. An employee working more than seven (7) consecutive days shall be compensated at time and one-half rates for all days worked in excess of seven (7) unless such excess days are worked at the employee's request. Normally, there shall be at least ten (10) hours between assigned shifts (days, evenings or nights), except on days prior to scheduled days off. Exceptions to the foregoing schedule may be made by mutual agreement.

Reporting to THE HOSPITAL to attend a hospital or department meeting shall not be counted as a scheduled day of work.

Section 6

There shall be no split shifts except in an emergency or by mutual agreement between THE HOSPITAL and the employee.

Section 7

In all instances, THE EMPLOYER shall have the right to determine whether or not overtime is worked. Scheduled overtime (defined as overtime which THE EMPLOYER can reasonably anticipate at least twenty-four (24) hours in advance) shall be offered to qualified employees in the job classification in order of seniority. If the qualified employees with higher seniority decline the work, the least senior qualified employee(s) in the job classification must accept the overtime. When an employee is working on a specific task which is not to be completed by the end of her/his shift and THE EMPLOYER determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. For such other overtime need that extends beyond a shift's conclusion, THE EMPLOYER shall, to the extent practical, offer the overtime to the other qualified employees in the job classification who are working on that shift, in seniority order. If the qualified employees with higher seniority decline the work, the least senior qualified employee in the job classification must accept the overtime.

When an employee is called to work on a scheduled day off, she/he shall not be required to take another day off from regular assigned work days during that pay period to avoid the payment of overtime.

Section 8

When a full-time or a regular part-time employee reports for work in accordance with the schedule without having been previously notified not to report, she/he shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof, unless a reasonable attempt has been made by THE EMPLOYER to notify the employee at her/his place of residence at least one (1) hour in advance of her/his regular start time.

If unable to present for an assigned shift, the employee will call into the appropriate designation at least ninety (90) minutes before the starting time of any assigned day shift and two (2) hours before the starting time of any assigned evening or night shift.

Section 9

Employees who are called to work when not scheduled shall be guaranteed a minimum of two (2) hours of work or pay in lieu thereof at straight time or overtime rates, whichever is applicable. An employee who attends a mandatory hospital meeting or a mandatory department scheduled meeting shall receive two (2) hours of regular or overtime pay, whichever is applicable.

Section 10

An 1856 Employee whose posted work hours are canceled by THE HOSPITAL shall receive credit for the number of hours lost toward accrual of all contractual benefits and seniority.

Low need days/hours shall be shared as equitably as possible among all employees in a job classification. Subject to the above, low need days/hours shall be assigned in reverse order of seniority within each job classification beginning with the least senior employee and continuing until all employees in that class have been assigned their equitable share of low need days/hours.

THE HOSPITAL will low need students working in the classification on a shift before a Bargaining Unit Member provided, however, THE HOSPITAL may choose to low need a Bargaining Unit Member instead of a student to avoid the payment of overtime or premium pay, or if the Bargaining Unit Member is not qualified to perform the work required for the shift.

Section 11

On-Call – Patient Care Associates and Unit Technicians who agree to work on-call hours shall receive \$4.25 per hour Monday through Friday and \$5.25 per hour Saturday, Sunday and holidays for such call hours. If called in during a scheduled on-call shift, the employee will receive a minimum of two (2) hours of base pay for work on-site. Unscheduled on-call hours shall be offered in accordance with the terms of Article 11 (Seniority) of this Agreement.

If THE EMPLOYER determines that it needs to implement a plan for on-call coverage in any area other than Endoscopy, it agrees to give THE UNION at least 30 days advance notice for the purpose of discussing how it will be implemented and scheduled.

Section 12

Employees required to work more weekend/holiday shifts than their regular schedule shall be paid additional bonus amounts as follows:

Effective 9/1/14, fifty dollars (\$50.00) for extra weekend/holiday shifts greater than four and one-half (4-1/2) hours and up to eight (8) hours, and twenty-five dollars (\$25.00) for extra weekend/holiday shifts of at least two (2) hours and up to four and one-half (4-1/2) hours. An employee will be paid \$6.25 per hour for extra weekend/holiday shifts of more than eight (8) hours. In no event, however, will an employee be paid more than one such bonus on a shift.

For purposes of this Article, weekend shifts are those starting on or after 3:00 p.m. Fridays and ending on or before 11:00 p.m. Sundays.

ARTICLE 6
DEFINITION OF FULL AND PART-TIME EMPLOYEES

Section 1

Regular full time - all employees who are regularly scheduled to work eighty (80) hours per two-week pay period.

Section 2

Regular part time - all employees who are regularly scheduled to work forty (40) or more, but less than eighty (80) hours per two-week pay period.

Section 3

A temporary position shall not exceed twelve (12) months in duration.

ARTICLE 7
PROBATIONARY EMPLOYEES

Probationary employees are those employees who have not yet completed a probationary period of ninety (90) days of regular continuous employment. Probationary employees may be terminated with or without cause at any time prior to the completion of the probationary period.

ARTICLE 8
HOLIDAY PROVISIONS

Section 1

For scheduling purposes, the following days shall be considered holidays for purposes of this Agreement:

New Year's Day	Easter	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day
July 4		

Section 2

A holiday shall be considered that day on which the greatest number of hours is worked.

Section 3

In scheduling holidays for units that are open on holidays, it is understood that the ordinary pattern of scheduling may require employees to work one-half of the holidays, on a rotating basis. In all holiday scheduling, holidays shall be given priority over weekends.

ARTICLE 9
PTO AND STD (Short Term Disability)

Section 1

Benefit eligible employees shall be covered by the Mayo Clinic Health System in Mankato Paid Time Off (“PTO”), and Short Term Disability (“STD”) Plan on the same terms and conditions as the Plan(s) is offered to other Mayo Clinic Health System in Mankato non-contract employees and as may be modified from time to time by THE EMPLOYER.

Section 2

Employees may request specific scheduled PTO periods by submitting such request to the department head or supervisor, in writing between January 2 and January 16 of each year. In determining PTO schedules, the wishes of the employee shall be respected as to the time of taking time off, insofar as the needs of the department will permit. Senior employees shall be given preference in the selection of time off where such request has been made January 2 through January 16 as provided in this Section. Requests submitted subsequent to January 2 through January 16 each year must be made at least one month in advance of the requested time off period. New vacation (Scheduled PTO) requests received after January 16 will be granted on a first come, first serve basis. Employees are not allowed to request more than three Friday or three Monday occurrences of PTO each calendar year during the request period of January 2 through January 16. A single Friday or a single Monday of scheduled PTO shall be considered a scheduled occurrence. Approval or denial for requests made between January 2 and January 16 of each calendar year shall be given to the employee in writing no later than February 15 of each calendar year. Approval or denial for requests made subsequent to the January 2 through January 16 period will be given to the employee in writing no later than 30 days prior to the commencement of the employee’s requested time off provided, however, THE EMPLOYER shall have a minimum of seven (7) days to respond to the request. The supervisor/designee will make a reasonable effort to advise the employee in writing of the approval or denial of PTO requests submitted subsequent to the initial request.

ARTICLE 10
INSURANCE

Section 1

Health Insurance – Benefit eligible employees shall be eligible to participate in THE HOSPITAL’s health insurance plan on the same terms and conditions as such plan is offered to non-contract Mayo Clinic Health System in Mankato employees and as it may be modified from time to time by THE EMPLOYER.

Section 2

Life Insurance – Benefit eligible employees shall be eligible to participate in THE HOSPITAL’s life insurance plan on the same terms and conditions as such plan is offered to non-contract Mayo Clinic Health System in Mankato employees as it may be modified from time to time by THE EMPLOYER.

Section 3

Dental Insurance – Benefit eligible employees shall be eligible to participate in THE HOSPITAL's dental insurance plan on the same terms and conditions as such plan is offered to non-contract Mayo Clinic Health System in Mankato employees and as it may be modified from time to time by THE EMPLOYER.

ARTICLE 11 **SENIORITY**

Section 1

Definition - Seniority shall be based on compensated hours and low need hours accrued in the employee's classification from the most recent date of hire. For purposes of wage increments and PTO accrual schedule, seniority shall be the period of continuous employment with THE HOSPITAL from the date of hire.

Section 2

Seniority Lists -There shall be one seniority list for each classification which shall include both full-time and part-time employees. Seniority lists shall be posted, effective September 1 of each year. Within fifteen (15) days thereafter, an employee may file with THE HOSPITAL any objection to such seniority listing. Within twenty (20) days of such posting, THE UNION and THE HOSPITAL shall mutually agree on such correction or, if this cannot be done, the matter shall be subject to arbitration. Seniority lists shall be updated on December 1st, March 1st, and June 1st of each year.

Section 3

Transfer - Employees transferring from full-time to part-time status or vice versa within the same classification shall maintain their compensated hours accrued in that classification. Employees voluntarily transferring from one classification to another classification shall accrue compensated hours in that classification and shall not carry over compensated hours from their previous classification. Employees transferring involuntarily from one classification to another shall maintain their compensated hours accrued in all classifications. A reduction of hours in a classification resulting in an employee transferring to another classification shall be deemed an involuntary transfer.

Section 4

Temporary Transfer - Any employee may be temporarily transferred from one department to another when vacancies or requirements of work as determined by THE HOSPITAL require such transfer; provided, however, that is, the job to which such employee is transferred pays a higher rate of pay than her/his scheduled employment, then such employee shall receive such higher rate during the time when she/he is employed in such higher rated job.

Section 5

Permanent Transfer - No employee may be permanently transferred without such employee's consent. The first fifteen (15) calendar days in the new department or classification to which an employee transfers shall be considered a trial period to determine if the employee has the ability to perform the job duties and to assess the employee's desire to remain in the position. During

the trial period THE EMPLOYER shall have the right to return the employee to her/his former department or classification and the employee will have the same right of return. THE EMPLOYER shall not make that decision unless THE EMPLOYER has conducted at least one written review of the employee during the trial period and discussed it with the employee. In the event that the employee returns/is returned to her/his former department or classification during the trial period the employee shall be restored without loss of seniority and at the same rate of pay she/he held in the former classification.

Section 6

Layoff and Recall - In reducing employees, THE HOSPITAL shall determine the number of full-time and part-time positions that will be maintained. Layoff shall be in reverse order of seniority. Provided, however, an Employee's total hours accrued with THE HOSPITAL in any classification will apply to avoid layoff in that classification. Temporary employees, students and casual employees shall be laid off prior to any employees covered by this Agreement so long as the latter are willing to work the hours previously worked by temporary employees, students and casuals. Employees will be recalled in reverse order of layoff.

An employee who is laid off may use seniority to displace the least senior employee in a lower or equal classification if the senior employee has the necessary qualifications to perform the duties of the job involved.

Except, as provided in Article 5, Section 10, any reduction in regularly scheduled hours shall be regarded as a layoff for the purposes of this Article.

Section 7

Job Vacancies - If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted electronically for seven (7) calendar days. Any employee may apply electronically for such vacancy during such seven (7) day period. THE EMPLOYER , during such seven (7) day period, may assign temporarily an employee to such vacancy.

The senior employee making application shall be transferred to fill the vacancy or new position provided she/he has the necessary qualifications, skills and abilities to perform the duties of the job involved. The department head or designee shall make the determination as to whether or not an applicant possesses the necessary qualifications, skills and abilities. In the event THE UNION does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Until such vacancy is permanently filled, THE EMPLOYER may assign any employee to temporarily fill such vacancy.

During the first one (1) year of employment, employees may not bid on job openings in the same category in which they were hired. Employees who have been promoted to a higher category may not bid on any job opening for a period of one (1) year following the date the employee commenced work in the new classification.

Section 8

Shift of Choice - Full-time and part-time employees with length of employment in the hospital of ten years (20,800 hours) shall be afforded the opportunity to work a permanent shift of the employee's choice subject to the following conditions:

- 8.1 The offering of permanent shifts shall be objectively determined on a departmental basis and shall not adversely affect the need to provide proper staffing and experience levels on all shifts.
- 8.2 If not all ten-year (20,800 hours) employees can be offered a permanent shift in a department, such offering shall be made on the basis of length of employment in the Bargaining Unit.
- 8.3 To the extent that permanent day shifts are selected in a department, it is understood and agreed that the balance of the staff in such departments may be required to work additional evening and night shifts occasioned by the establishment of permanent day shifts.

ARTICLE 12 **LEAVES OF ABSENCE**

Section 1

Benefit eligible employees may be granted leaves of absence on the same terms and conditions as available to all Mayo Clinic Health System in Mankato non-contract employees as such leave of absence program may be modified from time to time by THE EMPLOYER. Any eligible employee who is eligible for a leave under the Family and Medical Leave Act will be granted time off consistent with the FMLA. All leaves of absence granted under this Section shall run concurrent with any applicable leave under the FMLA.

Section 2

Employees will be covered by the Mayo Clinic Health System in Mankato Funeral Leave Policy on the same terms and conditions as offered to other Mayo Clinic Health System in Mankato non-contract employees and as may be modified from time to time by THE EMPLOYER.

ARTICLE 13 **DISCIPLINE AND DISCHARGE**

Section 1

No employee shall be discharged, suspended or otherwise subject to corrective action except for just cause. Ordinarily, corrective action will be issued within fourteen (14) calendar days of the date of the incident on which the action is based. Copies of all written warnings and notices of suspension or discharge shall be furnished to the employee. An employee shall have the right, upon request, to have a Union Steward present during any disciplinary action.

In the event a Union Steward is not available an employee, upon request, shall be allowed to have another Union Member present who is not currently a Steward or Union Officer.

No corrective action will be placed in an employee's personnel file that the employee was not made aware of.

Section 2

Employees covered by this Agreement electing to resign or quit their employment will give THE HOSPITAL two (2) weeks written notice during which time the employee shall continue to work. An employee terminated by THE HOSPITAL shall be given two (2) weeks' notice of termination, or THE HOSPITAL may, in lieu thereof, pay the employee two (2) weeks advance salary and immediately terminate the employment of the employee. Provided, however, that neither two weeks' notice nor two weeks' pay shall be required when the employee has been discharged for just cause. Payment of PTO to employees giving proper notice of resignation or retirement will be made consistent with THE HOSPITAL's PTO policy.

Section 3

If the employee fails to report for work as scheduled, or to furnish THE HOSPITAL with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of THE HOSPITAL and terminate for such employee's seniority and employment; provided, however, that if such employee can thereafter furnish THE HOSPITAL with reasonable proof that such employee could not report for work or could not notify THE HOSPITAL of her/his absence because of illness and unforeseen emergency or other justifiable reason, then such employee shall be reinstated without any break in the service record.

ARTICLE 14 **BULLETIN BOARD**

THE HOSPITAL shall provide a bulletin board which may be used by THE UNION to post meeting notices and related materials.

ARTICLE 15 **JURY DUTY**

Employees called for jury duty will be paid in accordance with THE HOSPITAL's then-current policies and procedures regarding jury duty. When not required to serve for a day or any portion thereof, an employee shall report to THE HOSPITAL for work consistent with hospital policy.

ARTICLE 16 **GRIEVANCE PROCEDURE**

A grievance shall be defined as any controversy arising over the interpretation of, or the adherence to, the terms and provisions of this Agreement.

Step 1

The employee's grievance will informally be discussed with the employee's immediate supervisor.

Step 2

If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to THE HOSPITAL's Human Resources Department. The written grievance must be submitted to THE HOSPITAL within fourteen (14) calendar days after the date of occurrence. A grievance relating to pay shall be timely if received by THE HOSPITAL within fourteen (14) calendar days after the pay day for the period during which the grievance occurred.

Within fourteen (14) calendar days after submission of the written grievance to THE HOSPITAL, a meeting to consider the grievance shall be held among representatives of THE HOSPITAL, THE UNION, and the employee.

Within fourteen (14) calendar days following the Step 2 meeting, THE HOSPITAL shall submit a written reply to the grievance to THE UNION and the employee.

Step 3

A grievance not resolved in Step 2 of the grievance procedure, upon mutual agreement of the parties may be submitted to the Federal Mediation and Conciliation Service for grievance mediation. Said mediation does not preclude either party from proceeding to Step 4 or grievance arbitration.

Step 4

If the grievance is not resolved in Step 3, either THE HOSPITAL or THE UNION may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fourteen (14) calendar days following receipt by THE UNION of THE HOSPITAL's written reply to the grievance. Extensions to any of the time limitations in this article may be made by mutual written agreement between THE HOSPITAL and THE UNION.

The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of THE EMPLOYER and THE UNION within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators from the FMCS Metropolitan Twin Cities area list. Both THE EMPLOYER and THE UNION shall have the right to strike four (4) names from the panel. The parties will flip a coin to determine who shall strike first. Thereafter the parties will strike alternately with the process being repeated; the remaining person shall be the arbitrator. The decision of the Arbitrator shall be final and binding upon THE UNION, THE EMPLOYER and the Employee. The fees and expenses of the neutral arbitrator and the costs of conducting the arbitration (such as room rental) shall be divided equally between THE EMPLOYER and THE UNION.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written

grievance, and the arbitrator shall have no power to decide on any other issues. The decision of the arbitrator shall be accepted and binding on THE HOSPITAL and THE UNION.

The time limit 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 waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of THE HOSPITAL and THE UNION.

ARTICLE 17
SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only at the specified article, section or portion thereof directly specified in the decision; upon the issuance of such a decision; the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 18
UNION ACCESS TO PREMISES

The representative of THE UNION who customarily handles grievances shall have access to the premises of THE EMPLOYER at reasonable times and subject to reasonable rules and with the knowledge of the Human Resources Department to investigate grievances with which she/he is concerned. Such activity shall be confined to non-patient areas, and there shall be no interference with the assigned duties of any employee. Union Stewards will conduct Union business during breaks or lunches of the Steward and, if applicable, any employee who is part of the Union business.

ARTICLE 19
GENERAL PROVISIONS

Physical examinations required by THE HOSPITAL after employment shall be paid for by THE HOSPITAL.

ARTICLE 20
JOB CLASSIFICATION AND SALARY SCALE

Effective September 1, 2017, wage scales shall be as follows:

CATEGORY A	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>	<u>6 Years</u>	<u>10 Years</u>	<u>15 Years</u>
Housekeeping Attd	12.86	13.22	13.62	14.01	14.45	14.88	15.34	15.77	16.01	16.26

CATEGORY B	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Floor Care Attendant	13.63	14.03	14.47	14.89	15.34	15.80	16.28	16.76	17.01	17.27
Patient Care Assoc										
Registration Representative										

CATEGORY C	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Logistics Aide	14.36	14.80	15.24	15.70	16.18	16.65	17.14	17.67	17.94	18.21
SPD Tech										
Unit Tech										

CATEGORY D	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Accounts Rec. Ins. Clk	14.79	15.24	15.70	16.17	16.67	17.15	17.65	18.20	18.48	18.76
Health Unit Coord										

Effective September 1, 2018, wage scales shall be as follows:

CATEGORY A	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Housekeeping Attd	13.09	13.45	13.86	14.26	14.70	15.14	15.61	16.05	16.29	16.54

CATEGORY B	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Floor Care Attendant	13.87	14.28	14.72	15.15	15.61	16.08	16.56	17.05	17.31	17.57
Patient Care Assoc										
Registration Representative										

CATEGORY C	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Logistics Aide	14.61	15.06	15.51	15.97	16.46	16.94	17.44	17.98	18.25	18.53
SPD Tech										
Unit Tech										

CATEGORY D	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Accounts Rec. Ins. Clk	15.05	15.51	15.97	16.45	16.96	17.45	17.96	18.52	18.80	19.09
Health Unit Coord										

Effective September 1, 2019, wage scales shall be as follows:

CATEGORY A	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Housekeeping Attd	13.35	13.72	14.14	14.55	14.99	15.44	15.92	16.37	16.62	16.87

CATEGORY B	Horus	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Floor Care Attendant	14.15	14.57	15.01	15.45	15.92	16.40	16.89	17.39	17.66	17.92
Patient Care Assoc										
Registration Representative										

CATEGORY C	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Mos.	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Logistics Aide	14.90	15.36	15.82	16.29	16.79	17.28	17.79	18.34	18.62	18.90
SPD Tech										
Unit Tech										

CATEGORY D	Hours	1040	2080	4160	6240	8320	10400	12480	20800	31200
	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	10 Years	15 Years
Accounts Rec. Ins. Clk	15.35	15.82	16.29	16.78	17.30	17.80	18.32	18.89	19.18	19.47
Health Unit Coord										

All new employees shall start at the minimum salary for their classification as listed above and shall be granted the appropriate increment at the end of each period until the maximum is reached.

Provided, however, that THE HOSPITAL may grant direct experience credit to a new hire. New employees may be given experience credit for the purpose of advanced placement on the salary scale. Upon request from the Union's Business Agent, THE HOSPITAL agrees to confirm the experience credit given and the rationale used in making the decision. Present employees shall be credited with past service in placement on the salary schedule. An employee who terminates employment and then returns to hospital employment within one year retains her/his previous incremental level of pay if rehired in the same job classification.

An employee temporarily assigned to a higher classification for four or more consecutive hours shall be compensated at the rate of pay for that classification.

The salary of an employee who is transferred from one position to another position may not be changed if such position is in the same salary grade.

The wage rate of an employee who is promoted to a higher classification shall be increased to the lowest rate of pay for the new classification that results in the employee receiving a minimum of a 3% increase above the rate the employee was receiving before promotion. The employee will qualify for additional step increases in the new position according to the length of service in the new class.

LEAD PAY: Lead registration clerk and lead housekeeping attendant classifications shall be paid a minimum of \$1.50 per hour above the existing rate for their respective category. Should THE HOSPITAL and THE UNION agree to additional lead person positions beyond the afore-mentioned positions already incorporated in the salary schedule, said new lead person positions shall be paid a minimum of \$1.50 per hour above the existing rate for their respective category. Any employee serving in a lead capacity as designated by THE EMPLOYER for any shift(s) shall be paid the lead differential for those hours when the employee is working in the lead role. Lead differential is not paid for any paid time off, disability time, or any other hours when the employee is not working as a lead at THE EMPLOYER's direction.

ROTATING SHIFT DIFFERENTIAL: A shift differential of \$1.50 per hour shall be paid all employees for the evening shift and \$1.90 per hour for the night shift. Shift differentials are paid based on the shift in which the majority of hours are worked. Evening shifts are those beginning on or after 3:00 p.m. Night shifts are those beginning on or after 11:00 p.m.

ARTICLE 21 **TUITION REIMBURSEMENT**

Bargaining unit employees shall be covered by THE EMPLOYER's Tuition Reimbursement Program on the same terms, conditions and eligibility as are available to non-contract, non-managerial employees within MCHS Mankato.

ARTICLE 22
PENSION PROGRAM

MAYO CLINIC HEALTH SYSTEM shall provide benefits of existing pension plans to eligible employees, pursuant to the terms and conditions of such plan. MAYO CLINIC HEALTH SYSTEM shall have the discretion to amend the plan.

ARTICLE 23
NO STRIKES OR LOCKOUTS

There shall be no strikes or lockouts of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the Grievance Arbitration provisions of Article 16.

ARTICLE 24
JOB CLASSIFICATION REVIEW

THE UNION may submit a job classification for review if there has been a significant change in the duties and responsibilities of the job. Written notice shall be given to THE HOSPITAL ninety (90) days prior to the termination of the contract of the job(s) to be reviewed. The review shall be made by a Review Panel consisting of three persons designated by THE UNION and three by THE HOSPITAL. The Panel shall attempt to make recommendations for use by both parties in negotiations for a successor contract.

ARTICLE 25
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Mayo Clinic Health System Mankato and THE UNION agree not to discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, or any other classification protected by state or federal law or local ordinance.

Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 26
DURATION OF AGREEMENT

Except as otherwise provided herein, the terms and provisions of this Agreement shall become effective as of the 1st day of September 2017, and shall continue in full force and effect until August 31, 2020, and thereafter from year to year, unless either party shall give written notice to the other party ninety (90) days before the expiration date of its desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 23rd day of January, 2018.

MAYO CLINIC HEALTH SYSTEM MANKATO

MINNESOTA COUNCIL 65, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By Mandy Hanson
Sr. Employee & Labor Relations Specialist

By [Signature]
Representative

By Julie Marguardt
President, Local #1856