AGREEMENT

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70
MAYO CLINIC HEALTH SYSTEM IN MANKATO
(OPERATING AND MAINTENANCE ENGINEERS)

2018 - 2021

This agreement is entered into by and between Mayo Clinic Health System in Mankato, hereinafter referred to as the "Employer" or "Hospital" and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the "Union".

Article 1
Recognition

The Union is recognized as the exclusive bargaining representative of: "All regular full-time (those regularly scheduled to work eighty (80) hours per pay period) and part-time (those regularly scheduled to work 40 to 79 hours per pay period) Maintenance Engineer and Operating Engineer employees, excluding administrative personnel, supervisory employees, students, bio-medical technicians and all other employees of Mayo Clinic Health System in Mankato.

Article 2
Union Security

Section 1. All persons now employed or hereinafter employed by the Employer thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

Section 2. If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within thirty (30) days of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed forty-one (41) days.
The Union shall save the Employer harmless from any claims of an employee so terminated.

Section 3. The Employer agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are Union Members. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization may be canceled and the deduction authorization terminated by giving written notice in duplicate to the Employer on or before the 25th day of the month, one copy of which notice will be forwarded by the Employer to the Union.

Section 4. Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee's name, address, work classification and date of hiring.

Section 5. The provisions of Section 1 shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations.

**Article 3**

**Rights of Management**

Except as limited by the provisions of the 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 Employer.
Article 4
Hours of Work

Section 1.

(A) 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. There shall be no pyramiding of overtime.

(B) The Hospital and an individual employee may agree upon a pattern of work schedules other than eight (8) hours per day, to be confirmed in a written work agreement. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

The basic work period shall be forty (40) hours per work week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per work week rather than the overtime provisions set forth in Article 4, Section 1(A).

The Hospital or an employee under this Section 1(B) may revoke such election by giving written notice at least four (4) weeks prior to the effective date of the Hospital's next posted schedule of work hours. If a flexible schedule is revoked, the employee will be offered a regular schedule with the same number of hours as soon as reasonably possible. The parties acknowledge that during the term of a posted schedule circumstances may arise that result in the need to consider schedule adjustments to accommodate an employee or to address operational concerns. If such circumstances arise, the employer and the affected employee(s) will meet to assess the schedule. If not resolved, the Employer agrees to meet with the union to review the issues. The employer may revoke the flexible schedule if necessary.

Section 2. The lunch period for all employees shall be one-half hour, except for operating engineers required to remain on the job.
Section 3. Except in emergency all employees shall receive two 15 minute rest periods in each eight (8) hour shift, at times designated by their immediate superior. No employee can leave work before the end of his/her shift in lieu of rest periods.

Section 4. The Hospital shall, at its discretion, be allowed to schedule employees for off premise on-call. An employee scheduled for such on-call coverage will be given no less than fourteen (14) days notice in advance of the on-call assignment. On-call hours shall not be counted for purposes of overtime. On-call hours shall be compensated at the rate of four dollars twenty-five cents ($4.25) per hour. On-call hours on weekends and designated holidays shall be compensated at the rate of five dollars and twenty-five cents ($5.25) per hour. Nothing in this agreement will be deemed to require the Hospital to schedule or maintain on-call shifts or schedules.

An employee who is called in to work while on call shall be paid at a rate of one and one half (1.5) times his/her regular rate of pay for all hours worked.

Article 5
Probationary Period

The first ninety (90) days of employment of any new employee shall be a probationary period during which time the employment of any such employee may be terminated by the Employer with or without cause.

Article 6
Holiday Provisions

Section 1. For scheduling purposes the following days shall be recognized as holidays:

- New Year’s Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day

Section 2. Benefit eligible employees may use paid time off ("PTO") when working on a designated (recognized) holiday, consistent with the Hospital’s non-contract, non-exempt PTO Policy.
Section 3. Any employee who is required to work the Thanksgiving or Christmas holiday will be paid one and one-half (1 1/2) times the employee’s regular rate of pay for all hours worked on Thanksgiving or Christmas. Such employee may, in addition, elect to use PTO, consistent with the Hospital’s PTO policy.

Section 4. Employees are expected to work as scheduled or assigned both on his/her last scheduled workday prior to and on his/her first scheduled workday following the holiday, unless he has failed to do so work because of death in the immediate family or because of documented illness or because of other similar good cause as may be agreed upon between the Employer and the Union.

**Article 7**
**Paid Time Off (PTO), , Short Term Disability (STD)**

Section 1. Benefit eligible employees shall be covered by the Hospital’s Paid Time Off (“PTO”) and Short Term Disability (“STD”) plan on the same terms and conditions as the plan is offered to non-contract, non-exempt employees and as may be modified from time to time.

Section 2. Department Leadership will consult with all regular employees entitled to PTO and from these consultations, a working schedule for PTO shall be established. In determining scheduled PTO schedules, the wishes of the employees shall be respected as to the time of taking scheduled PTO insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of scheduled PTO when agreement cannot be reached among the employees.

**Article 8**
**Funeral Leave**

The Hospital will make available to eligible employees the Hospital’s Funeral/Memorial Services Leave Policy as may be amended by the Hospital from time to time.
Article 9

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.

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 and as it may be modified from time to time.

Section 3. **Dental Insurance.** Benefit eligible employee 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.

Article 10

Professional Development Assistance Program

Benefit eligible employees shall be eligible to participate in the Hospital’s Professional Development Assistance Program on the same terms and conditions as such plan is offered to other non-contract Mayo Clinic Health System in Mankato employees and as may be amended from time to time.

Article 11

Seniority

Section 1. Seniority shall be by classification. A junior employee within a particular classification shall be laid off first. In reducing employees, the employer shall do so in reverse order of seniority. Employees shall be recalled in order of seniority and the inverse order of layoff.

Section 2. If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted on-line via the
Hospital’s current system for five (5) calendar days. Any employee may apply on-line via the Hospital’s current system for such vacancy during such five (5) day period. The Employer, during such five day period, may temporarily assign any employee to such vacancy.

The Employer agrees to forward copies of bargaining unit postings to the Union. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. Department leadership shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur with 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.

**Article 12**

**Leave of Absence**

Leave of absence may be granted on the same terms and conditions as available to all other Mayo Clinic Health System – Mankato non-contract employees as such leave of absence program may be modified from time to time. Seniority shall continue to be accrued during a leave of absence for illness or injury. Seniority will be maintained during a period of leave of absence for a reason other than illness or injury but no additional seniority shall be accrued during the period of such leave of absence. Any employee eligible for a leave of absence under the Family and Medical Leave Act shall have that leave administered consistent with the FMLA and Hospital policy governing such leaves.

**Article 13**

**Termination of Employment**

Section 1. No employee shall be discharged or suspended except for just cause. An employee charged with an offense involving discharge shall be informed of such offense in writing at the time of discharge and a copy thereof mailed to the Union. The Union or the employee so discharged may protest such discharge within ten (10) calendar days of the time of discharge, by invoking the regular grievance procedure. If such objection is not so submitted to the grievance procedure with ten (10) calendar days, such employee and
the Union shall be barred from any claims of any kind against the Employer herein.

Section 2. Employees covered by this contract 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 Employer shall be given two (2) weeks notice of termination, or the Employer 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.

Section 3. If the employee fails to report for work as scheduled, or to furnish the Employer 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 Employer and termination of such employee's seniority and employment provided however, that if such employee can thereafter furnish the Employer with reasonable proof that such employee could not notify the Employer of 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**

**Jury Duty**

An employee called away for jury duty shall be paid consistent with the Hospital's Jury Duty Policy as may be amended by the Hospital from time to time.

**Article 15**

**Grievance Procedure**

Section 1. A grievance is hereby defined as any claim relating to the interpretation of or adherence to the terms and provisions of this Agreement.

Section 2. The steps of the grievance procedure are as follows:
Step 1 – The employee will informally discuss the problem with the employee’s immediate supervisor.

Step 2 – If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in sufficient detail so that the Employer will be able to understand the basis of the alleged violation of the contract and respond to it, and shall be submitted to the Employer within fourteen (14) calendar days following the date of the Step 1, however, grievances challenging an employee’s discharge must be submitted to the Employer in writing within ten (10) calendar days following the date of the discharge.

The Employer will respond to the grievance in writing to the Union office within fourteen (14) calendar days of receiving the Union’s Grievance. Timeliness may be reasonably extended by mutual agreement.

Step 3 – If the grievance is not resolved in Step 2, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within ten (10) calendar days following the Union’s receipt of the Employer’s Step 2 answer.

Section 3. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The parties raising the grievance shall first strike one name, the responding party shall strike a second name and so on until only one name remains and that individual shall be designated as the neutral arbitrator.

Section 4. 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 the written Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issue.

The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the Individual(s) filing the grievance.
Section 5. 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 agreement of the parties.

Article 16
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 he/she is concerned. Such activity shall be confined to non-patient areas and there shall be no interference with the assigned duties of any employees.

Article 17
Pension Plan

The Hospital shall provide benefits of existing pension plan to eligible employees pursuant to the terms and conditions under the Mayo Health System Program of Benefits as may from time to time be amended at Mayo Health System’s discretion.

Article 18
Cell Phone Stipend

The Hospital shall provide cell phone reimbursement to eligible employees pursuant to the terms and conditions under the Mayo Clinic Health System Handheld Wireless Device Reimbursement policy as may from time to time be amended at Mayo Clinic Health System’s discretion.

Article 19
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 the dispute is subject to arbitration under the grievance arbitration provisions of Article 15.
Article 20
Uniform Allowance

The Hospital shall provide $100 per year in uniform reimbursement to all full-time and part-time employees covered by this agreement during the contract year beginning November 1, 2018. This amount shall increase to $200 beginning November 1, 2019.

Article 21
Job Classification and Wage Scale

Section 1.

Wage scale effective 11/1/18

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<th>Category</th>
<th>Start</th>
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<th>2 Year</th>
<th>5 Year</th>
<th>10 Year</th>
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Wage scale effective 11/1/19

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Wage scale effective 11/1/20

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<th>Category</th>
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</tbody>
</table>

In addition to the wage scales above, the Hospital may post and fill one or more Engineer Apprentice positions. The Engineer Apprentice position shall be a bargaining unit position subject to the terms and conditions provided for in this Agreement. Provided, however, that the Engineer Apprentice shall be considered a probationary employee per the first sentence of Article 5 until and unless he/she obtains a Class 1B MN Engineer’s License. The Engineer Apprentice must obtain a Class 2B MN Engineer’s License within 18 months or he/she may be subject to termination. In addition, the wage scale for the Engineer Apprentice position shall be as follows:
Start:  70% of the then-applicable Operating Engineer Start rate.

1 Year: 80% of the then-applicable Operating Engineer Start rate.

2 Year: 90% of the then-applicable Operating Engineer Start rate.

Thereafter the Engineer Apprentice will remain at 90% of the then-applicable Operating Engineer start rate until the Apprentice receives his/her Class 1B MN Engineer’s License, at which point the Apprentice will be placed on the Start rate scale for Operating Engineers and will progress from that point forward consistent with the contract. The seniority of the Engineer Apprentice lies within their classification. If a Maintenance Engineer applies and is selected for an Engineer Apprentice position, he/she shall maintain his/her current rate of pay until completion of the required hours. Upon completion of required hours, he/she would move into the Operating Engineer role at the appropriate step based on year of service in the Union.

Section 2.  Shift Differential.  A shift differential of $1.75 per hour will be paid for the evening shift; a shift differential of $2.25 per hour will be paid for the night shift. Shift differential will be paid for all hours worked on a shift where a majority of the hours worked occurred after 3:00 p.m. (evening shift) and after 11:00 p.m. (night shift).

Section 3.  Any employee called to work on his/her scheduled time off shall be guaranteed a minimum of two (2) hours pay.

Section 4.  Experience Credit. Upon employment by the Hospital of an employee who had prior experience, either with some other employer or during a prior employment at the Hospital, the Hospital will review and evaluate the experience and qualifications of such employee and assign such credit as the Hospital deems reasonable to the previous experience of the employee. When an employee is assigned credit for prior employment and/or experience, the Hospital will provide written notification to the Union of the employee’s starting wage rate along with reason(s) the employee was placed above the minimum for his/her classification.
Article 22
Duration of Contract

Except as otherwise provided herein, the terms and provisions of this Agreement shall become effective as of November 1, 2018 and shall continue in full force and effect until October 31, 2021 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 HEREOF, the parties hereto have caused these presents to be duly executed this 31st day of November, 2018.

Mayo Clinic Health System in Mankato

Mandy Hansen
Sr. Employee & Labor Relations Specialist

International Union of Operating Engineers, Local No. 70, AFL-CIO

David Monsour
Business Manager/Financial Secretary

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Union Steward

Union Steward
LETTER OF UNDERSTANDING
BETWEEN
IUOE Local 70
AND
THE MAYO CLINIC HEALTH SYSTEM-MANKATO
November 1, 2018

Education Training Committee

During the negotiations which resulted in the November 1, 2018 through October 31, 2021 contract; the Medical Center agreed to establish an Education Training Committee (ETC) within 6 months of ratification. Attendees will include managers, labor relations, union stewards and the Local 70 Business Representative. The committee will meet quarterly or more often upon mutual agreement.

Mayo Clinic Health System – Mankato IUOE Local 70

By __________________________  By __________________________
Date 11.21.2018  Date 11.21.2018

By __________________________
Date __________________________
Date 11.21.18

By __________________________
Date 11-21-18

By __________________________
Date 11-21-18
LETTER OF UNDERSTANDING
BETWEEN
IUOE Local 70
AND
THE MAYO CLINIC HEALTH SYSTEM-MANKATO
November 1, 2018

Telephone Pay

During the negotiations which resulted in the November 1, 2018 through October 31, 2021 contract; the Medical Center agreed to develop a process to ensure that employees are compensated appropriately when taking work related telephone calls from home. A mutually agreed upon process will be developed within 6 months of ratification.

Mayo Clinic Health System – Mankato IUOE Local 70

By ___________________________ By ___________________________
Date 11/1/2018 Date 11/20/2018

By ___________________________ By ___________________________
Date __________________________ Date 11-21-18

By ___________________________
Date 11-21-18

By ___________________________
Date 11-21-18