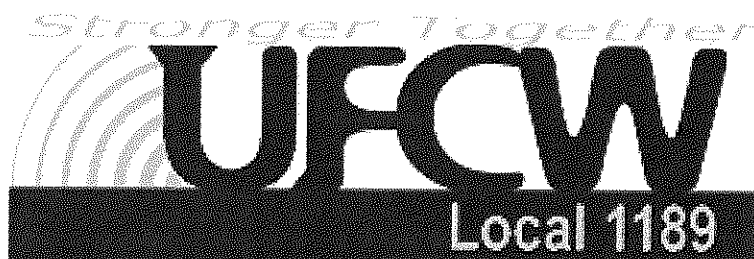


MAYO CLINIC AMBULANCE

Contract

Effective
10/01/2019 – 2/28/2023



United Food and Commercial Workers Union Local 1189

UFCW Local 1189
2002 London Road, Ste. 211
Phone: 218-728-5174 or (800) 942-3546
Fax: 218-728-5178
Website: www.ufcw1189.org

Know Your Rights

Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

Remember:
What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.

LABOR AGREEMENT

BY AND BETWEEN

MAYO CLINIC AMBULANCE

AND

***UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL #1189***

October 1st, 2019 to February 28th, 2023

**Mayo Clinic Ambulance
LABOR AGREEMENT
By & Between
United Food & Commercial Workers
Union Local #1189
October 1st, 2019
to
February 28th, 2023**

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THIS AGREEMENT is entered into and is effective on the 1st day of **October 2019**, between **MAYO CLINIC AMBULANCE**, Duluth, Superior locations only, hereinafter referred to as the EMPLOYER, and the **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189**, chartered by the United Food and Commercial Workers International Union, and hereinafter referred to as the UNION

ARTICLE I INTENT AND PURPOSE

1.1 The Employer and the Union in recognition of the need of continuous service through cooperation mutually agree to cooperate fully for harmonious relationship, efficient operation and maximum service.

1.2. All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Company and remain exclusively within the rights of the Company.

1.3 The Employer recognizes the established right, responsibilities and values of the Union and has no objection to its Employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

1.4 In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its Employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE II RECOGNITION

2.1 The Employer recognizes said Union as the sole representative of the Employees in the classifications set forth in this Agreement for the purpose of collective bargaining with respect to hours of labor, rates of pay, and working conditions hereinafter specified, excluding all managers, clerical Employees, watchmen, guards and supervisors, as defined in the National Labor Relations Act, as amended. The Employer may have **Assistant Supervisors** selected by the company and not members of the Union. The **Assistant Supervisors** will be allowed to work up to seventy-two (72) hours per week filling scheduled Ambulance Crew time.

2.2 The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to Employees covered by this Agreement.

2.3 Any new department or space leased out, or a new department operated by the Employer shall be covered by an appropriate collective bargaining agreement negotiated between the Employer and the United Food and Commercial Workers Union, Local #1189. The parties understand and agree that the jurisdiction of the Union includes the work and services connected with the classifications set forth in Section 1 of this Article 2 with those limitations as set forth in the exclusions of the unit description in Section 1, of this Article 2.

2.4 As provided for under existing Labor Law, this Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

The Employer shall give the Union and the Employee affected two (2) week's (14 calendar days) notice of the termination of employment where the Employer is terminating his business. Where the Employee works less than his normal schedule after the notice, he shall receive his normal pay. The Employer shall give notice of his intent to sell not later than seven (7) days prior to the close of the sale.

ARTICLE III UNION SECURITY

3.1 It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its date of execution shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

3.2. The Employer agrees to deduct Union dues and/or reinstatement fees from the wages of the Employees in the bargaining unit who provide the Employer with a voluntary written authorization, which shall be revocable according to existing statutes.

3.3 The deduction of the Union dues shall be made on a twice-monthly basis on the first (1st) and second (2nd) statement of earnings each month and shall be promptly forwarded to the Union after such deduction is made. In the event no wages are due the Employee, or insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall, by mutual agreement, be authorized to alter or amend the functional procedures of this section, only if necessary.

3.4 The Union agrees to have new Employees complete a Union membership application at the time new employees start their orientation in the Duluth / Superior operation. The Company agrees to allow the Union up to thirty (30) minutes during this orientation period to discuss Union business with new employees. Upon receipt of the completed Union membership application, the Employer will request the employee to complete a dues deduction authorization card. The Union agrees that, should an Employee quit or be laid off prior to completion of the Employee's probationary period, any monies deducted during that time shall be refunded by the Union to that Employee upon receipt of a written request.

ARTICLE IV HOURS OF LABOR

4.1 All work performed in excess of forty (40) hours in any one (1) week shall be considered overtime work and shall be compensated for at one and one-half (1½) times the hourly rate. Employees will be paid for all hours worked. **Employees are eligible to receive shift differential pay. The Employer is the sole determinant of shift differentials with respect to the dollar amount of and hours these differentials are applied. The terms and conditions of the shift differential plans are hereby incorporated by reference into this Agreement and all questions relating to the differentials, including, but not limited to, questions of eligibility, benefits, or other matters shall be resolved by reference to the plans' documents. In the event the Employer elects to change an amount or adjust the hours of eligibility, they will give adequate notice and information about the change to the bargaining unit representatives. Benefit coverage will be the same as provided to non-contract employees.**

4.2 Full Time employees will be scheduled thirty-six (36) hours per week. Schedules will comply with accrediting agencies, insurance companies, city, state and/or Federal regulation. Full-time Employee schedules will be posted electronically for a minimum of six (6) weeks. The Employer reserves its right to change schedules, assignment to stations or partners at any time. Parties understand new full-time, thirty-six (36) hour per week Employees may not be assigned a regular shift at the time of hire. These Employees are placed into a regular rotating thirty-six (36) hour shift upon vacancy. Prior to this placement, hours equaling a minimum of thirty-six (36) hours per week are assigned as operational needs are identified with notice given to these Employees as practice allows.

In the interest of safety to Employees, partners and the customers we serve, labor and management agree that working too many hours in a period of time can put this at risk. Hence;

1. Employees are required to have ten (10) consecutive hours off immediately prior to the start of any scheduled shift. Additionally, Employees are not permitted to work more than **sixteen (16)** hours in any given twenty-four (24) hour period. This provision may be waived by mutual agreement between the Employee and the Company.
2. In the event no one is available to cover a particular shift that would not exceed these parameters, the Employee may be offered the shift and duty arrangements can be made to minimize the impact.

4.3 "EXTRA DUTY WORK" shall be defined as any immediate or pre-scheduled work activity, which must be performed by Employees other than those already assigned to the regular shift work. Extra duty work which is performed on a per hour basis shall be paid at the Employee's appropriate hourly rate of pay in effect, with respect to straight-time or overtime.

Extra duty work, except as herein stated, requiring the payment of over-time hours, shall be offered to the most senior qualified Employee. Extra duty work which requires specialized training, for example TRT or Bike Patrol, etc. or which require specialized equipment shall be

offered by seniority within the group of Employees who have received the specialized training or who have the special equipment.

Extra duty work necessitated by road trips or call-backs shall be offered to the most senior qualified Employee.

The sign up deadline for extra duty and open hours will be **thirty (30) days** prior to the event or open hours. Any posting of open hours or events within the **thirty (30) day** window will be assigned as per the contract.

Part-time Employees may be utilized for all hourly extra duty work before offering it on a seniority basis, provided the extra duty work does not put the part-time Employee over thirty-six (36) hours for the week. All standbys are to be offered by seniority prior to being offered to part-time Employees.

All ALS standbys will be staffed with a minimum of one (1) EMT – P. All other standbys will be staffed through that seniority process identified above. The Employer and Union agree and understand there are some functions within the operation which are not considered Extra Duty Work and will be assigned on an as needed basis by the company, in its sole discretion, determined best for the assignment. These functions include, but are not limited to teaching, field training officers, department liaisons, public relations events, process work groups and quality assurance / quality improvement. The Employer agrees to notify all staff of availability in these areas and agrees to give employees reasonable time to express their interest in these projects to the Supervisor of Ground Operations.

Employees reporting to the station for a standby that is cancelled will be paid a minimum of one (1) hour or for as long as they are on duty, whichever is greater.

In the event all of the qualified Employees, by order of their seniority, decline extra duty work, the Employer then shall have the right to either assign the work to a Supplemental Employee or require the qualified Employees to work on an inverse order of seniority.

Mandatory assigning of extra duty work by inverse seniority is the right of the Company. Such assignment shall not occur before the recognized **thirty (30) day** rule sign-up deadline.

4.4 "Supplemental Employees" shall be excluded from all other provisions of the Labor Agreement. A Supplemental Employee may be utilized for:

- A.** Extra duty work not covered by regular Employees;
- B.** Regular shift work vacancies created by the absence of a regular Employee because of paid time off, as per Article 8, or a written leave of absence as per Article 18. (As long as the Employer employs part-time Employees this paragraph B shall not be utilized.)

The Employer agrees to not have more than six (6) Supplemental Employees at one time.

It is understood the Employer may utilize Supplemental Employees for the purposes of coverage of PTO shifts taken by full-time and part-time employees. The Employer agrees Supplemental Employees may not be utilized for more than **an aggregate total of 144 hours in a one month** period for this purpose. The Employer and Union understand Supplemental Employees will be offered these open shifts prior to offering these shifts via the seniority process.

4.5 Full-Time and Part-Time employees will have the option of signing up for on-call shift coverage. The Employer will establish a schedule for Call Back coverage. Shifts will be twelve (12) hours per day, on days of the week and hours per day determined by the Employer. Employees filling the Call Back shift will be assigned to the first road trip of the day, provided this is not an emergent request.

4.6 ROAD TRIPS: A road trip is defined as any transfer in which the patient is transported more than thirty (30) miles and is outside of the normal emergency response area, excluding mutual aid requests from surrounding services and the normal and customary responses as handled now.

Road trip pay will be calculated at the Employees applicable rate of pay and the Employee will be given credit for the actual hours worked. There shall be no call in pay or other pay applicable for road trips.

In the event an Employee finds him/herself in a position where expense will be incurred, those expenses excluding meals that are pre-approved by management on a case by case basis and that are supported by receipt or voucher, shall be paid by the Company on road trips consisting of one hundred sixty (160) patient loaded miles or more.

4.7 It is expressly understood and agreed that the Employer shall establish a regular starting time for each Employee. A record of such starting time shall be furnished to Local Union #1189 upon request.

It is further agreed that the Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each Employee. The payroll record for an individual Employee shall be available to that Employee or a representative of Local #1189. The payroll records will be available for a minimum period of two (2) years.

4.8 Time worked on a wage per hour basis under the above provisions shall be counted toward the calculation of the work-week for the purpose of determining overtime.

4.9 All off-duty training, which is required by the Company, shall be counted as hours worked and paid for at the applicable hourly rate of pay and calculated in the normal work week. All off-duty training, which is approved by the Company, shall be counted as hours worked and paid for at the applicable straight-time rate of pay and not calculated in the normal work-week. All Company meetings shall be counted as hours worked and paid at the applicable hourly rate and calculated in the normal workweek.

The number of training sessions will be revised to reflect the number of sessions needed to cover the staff. Movement towards on-duty training will create a need to reassess the number of added sessions.

4.10 PART-TIME EMPLOYEES: The Company currently provides employment opportunities for part time Employees. It is not the company's intent or desire to increase the number of part-time Employees by reducing the number of full-time Employees. Therefore, utilization of part-time Employees will be continued in order to maintain maximum flexibility and to accommodate unplanned, unknown needs in the future.

Part-time Employees shall be defined as Employees who are regularly scheduled to work forty-eight (48) hours in a two (2) week payroll period. All part-time Employees shall receive time and one-half (1½) for all work performed in excess of forty (40) hours in any one (1) pay week.

Part-time Employees shall be further defined by the following:

PART-TIME: These personnel will be scheduled up to forty-eight (48) hours per pay period with no more than thirty-six (36) hours in one week. Part-time Employees can be scheduled with forty-eight (48) hours or greater notice. They will be the first to be offered any time up to thirty-six (36) hours.

Part-time Employees, who may be scheduled as a full-time Employee on a temporary basis for the purposes of medical, family leave or temporary leave of absence (not to exceed six (6) months), shall not be converted to full-time as provided in this Section.

Part-Time Employees are eligible to accrue benefits at pro-rata levels.

Part-time Employees may be utilized for all hourly extra duty (unless otherwise noted in the contract) work before offering it to full-time Employees, provided the extra duty work does not put the part-time Employee over thirty-six (36) hours for the week.

All of the provisions of the Labor Agreement shall be applicable to part-time Employees, except as specifically modified and contained herein.

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 A duly authorized representative of the Union shall be admitted to the Employer's premises during the hours Employees covered by this Agreement are at work, for the purpose of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business.

5.2 The Employer shall have the right to adjust wages of Employees provided such adjustments are made over the contract wage rate range, and provided further that such adjustments are made within the contract period.

5.3 No Employee shall be required to make any written or verbal agreements that will conflict with this Agreement.

5.4 Any Employee, at the date of entering into this Agreement, receiving a higher rate of pay or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this Agreement.

5.5 All required physical examinations and any other medical procedure or policies will be taken by the Employees and paid for by the Employer. If a medical exam is necessary to be readmitted to the workforce after a non-work related event, the parties understand and agree the expense of this exam will be the responsibility of the Employee.

5.6 Each Employee agrees to submit to initial and random drug testing.

5.7 The Company will carry and provide adequate liability insurance covering the Employee for any and all liabilities they may incur in the course of their employment.

5.8 All Employees are required as a condition of employment to maintain a valid **state** driver's license as well as a current registration by the State of Minnesota, the State of Wisconsin and the National Registry of EMT's, for the job classification hired for or promoted into and other present or future certification requirements and shall remain insurable as a driver by the Company's insurance carrier. In addition, Employees must satisfy all standards as set by the Medical Director regarding patient care, attend continuing education, practical skills sessions and attend in-service training and meetings as required. Company mandated in-service, training and meetings shall be paid.

Should a team member lose their driver's license for reasons not affecting their ability to be insured by the company's insurance carrier, these team members will have up to thirty (30) days after revocation to provide a valid driver's license and proof of satisfaction of all reasons for this revocation. The Company and Union agree and understand the team member will not be paid for time lost during this period of up to sixty (60) days after revocation. The Company and Union agree and understand all investigations of team member's loss of driver's licenses will be addressed and evaluated on a case-by-case basis. Provided all conditions outlined herein are met, the affected team member will be reinstated without loss of seniority as soon as practical.

Team members not self-disclosing loss of their driver's license and/or having driven Company vehicles while under suspension will be terminated upon discovery of this by the Company.

5.9 Each station staffed twenty-four (24) hours per day, seven days per week, will include the following: conventional stove with oven, a microwave oven, a refrigerator/freezer, coffee maker, toaster, cookware to include basic pots and pans, paper towels, dish soap and dishwasher soap, a shower area, and cleaning supplies for the station. The Employer and Employees will agree to provide and maintain two lounge chairs, and a TV that will be mutually acceptable by the parties and the cost of which shall be borne equally by the Employer and Employees. The Employer will provide all other lounge furniture. It shall be a condition of employment that Employees belong to the Employee's Fund.

The Employer agrees to provide lockers in the current Duluth and Superior stations sufficient enough for all on-duty crew members. It is understood crew members will vacate the locker at the end of their shift to assure on-coming staff have the availability of these lockers.

The Employer agrees to provide exercise bicycles at each of the current three (3) stations. Total cost of these exercise bicycles will not exceed \$4500.00. Selection of these exercise bicycles will be made by both Employer and Employee representatives. Parties agree and understand this purchase will fulfill the agreement in this area. Maintenance and replacement costs will be the responsibility of the Employees.

5.10 The Parties agree to the establishment of a Labor-Management Committee to address issues which are outside the terms and provisions of this Agreement. Any such issues which are addressed by the Labor Management Committee shall not be subject to provisions of Article 13, Grievance and Arbitration Procedures, as contained within this Agreement.

ARTICLE VI UNIFORMS AND ISSUED EQUIPMENT FOR PATIENT CARE PROVIDERS AND DRESS AND DECORUM

6.1 Employees will adhere to the company's policies pertaining to Uniforms and Issued Equipment for Patient Care Providers and Dress and Decorum in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to the policies. The terms and conditions of the policies are hereby incorporated by reference into this Agreement and all questions relating to the Uniforms and Issued Equipment for Patient Care Providers and Dress and Decorum shall be resolved by reference to the policies. In the event the Employer elects to change a policy, they will give adequate notice and information about the change to the bargaining unit representatives. Policy compliance expectations will be the same as expectations of non-contract employees.

ARTICLE VII NO STRIKE NO LOCKOUT

7.1 The Employer agrees not to engage in any lockout of Employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, sit down or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all Employees participating herein.

ARTICLE VIII PAID TIME OFF

8.1 Employees are eligible to participate in the Paid Time Off plan in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to the benefits of the plan. The terms and conditions of the plan are hereby incorporated by reference into this Agreement and all questions relating to the Paid Time Off plan including, but not limited to, questions of eligibility, benefits, or other matters shall be resolved by reference to the plan documents. In the event the Employer elects to change a benefit, they will give adequate notice and information about the change to the bargaining unit representatives. Benefit coverage will be the same as provided to non-contract employees.

8.2 Scheduling of PTO shall be pursuant to Company policy. Senior Employees shall have preference based upon sign-up deadlines pursuant to company policy, but should the PTO requested by the Employee interfere with the operation of the business, the Employer and the Employee will mutually arrange PTO as near as possible to the time desired by the Employee as will not interfere with the operation of the business. The agreed upon Letter of Understanding: PTO Bidding, will take precedence once the agreed upon schedule is completed.

ARTICLE IX SENIORITY

9.1 Seniority shall be defined as length of service with the Employer from their most recent date of hire.

9.2 Seniority shall prevail in regard to laying off, rehiring, reduction in hours, and in the selection of schedules when alternative schedules are available, provided the Employee is qualified to do the work available. If an Employee chooses an alternative work schedule, they will not be allowed to use their seniority to return to their former schedule for a period of no less than one year from the date they took the schedule. In the event of advancement, if the skill and ability of the Employees involved are reasonably equal, seniority shall be the determining factor.

9.3 Should it become necessary to reduce the work force due to the lack of work, the principle of seniority shall be recognized and applied. A qualified Employee having the greatest length of service shall be the last laid off and the first called back to work.

9.4 Recall of an Employee shall be provided for in the following manner: The Employer shall post a certified or registered letter to the Employee's last known address. If the Employee fails to respond to said letter within a five (5) day calendar period from the date of receipt of the signed requested "Return Receipt" or notification from the Post Office that said notice is undeliverable, his seniority shall be considered to be broken and he shall be stricken from the seniority list accordingly.

9.5 An Employee shall cease to have seniority if the Employee;

1. Quits;
2. Is discharged for cause,
3. Fails to return to employment after layoff and reasonable notice of recall;
4. Absent for any reason, except as provided herein (see Article 17, If Leave of Absence), for a period of ninety (90) days.
5. Is laid off for a period of one (1) year.

9.6 A probationary Employee shall become a regular Employee and attain seniority when he has been employed for a **six (6) month** period. During this period Employees shall acquire no seniority or re-employment rights and may be laid off or discharged at the Employer's discretion. After said period of employment, the Employee shall become a regular Employee and shall be placed on the seniority list and credited for benefits in the order of the date of latest employment.

9.7 Full-time Employees (36 hours per week) shall have seniority over part-time Employees **regardless of hire date during the probationary period**, but part-time Employees shall have seniority among themselves for the purpose of filling full-time vacancies, if qualified; layoff and rehire.

When positions with regular schedules are open in the Duluth / Superior operation, positions will be posted internally for a period of two weeks. The process for filling these positions will be as follows:

1. Current employees with regular schedules (both 12 hour and 9 hour rotations) are eligible to bid on open positions with regular schedules.
2. Interested employees will make their bid for these open schedules by contacting the Supervisor of Ground Operations.
3. At the expiration of the posting (two (2) weeks after the posting has been placed), the most senior person interested in the open schedule will be given this different schedule.
4. Vacancies created by the person vacating their schedule to accept the schedule being bid into will be filled with staff not having a regular schedule (either part time employees or those hired into positions with a commitment of .9 FTE however no regular schedule).
5. There will not be a reposting of the schedule vacated.
6. Vacancies created as a result of an employee on temporary leave will be filled via this same process. All employees understand when the employee on temporary leave returns, they will return to their schedule and the employee filling this will then return to a position with no set schedule.
7. All movements for covering open schedules will terminate at the end of the current shift bid schedule. Employees will continue to bid for shifts by seniority, as per the current practice.

ARTICLE X UNION LABEL CARDS

10.1 The Union label card or decal is the property of the Local Union #1189 at all times, and is loaned to the Employer while this contract is in effect and is to be displayed in a conspicuous place.

ARTICLE XI EMPLOYMENT TERMINATION

11.1 The Employer shall be entitled to two (2) weeks' notice of an Employee's intention to quit. Failure to give such notice shall result in a forfeiture of paid time off for a period equal to the time deficiency in giving notice.

11.2 Any new Employee shall be subject to discharge at the option of the Employer during the first **six (6) months** of employment after the last date of hire. The probationary period may be extended upon the Employer's request by mutual agreement between the Employer, the Union and the Employee.

11.3 The Employer shall not discharge or suspend any Employees without just cause. In respect to discharge, the Employer shall give at least one (1) warning notice of the complaint against such Employee to the Employee in writing and a copy of same to the Union. No warning notice need to be given to an Employee where he is discharged if the cause for such discharge is dishonesty, drunkenness or drinking on the job, gross insubordination, or willful destruction of property, or failure to remain in compliance with applicable governmental regulations. In addition, no warning notice need to be given in the instance of suspension which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time. A warning notice as herein provided shall not remain in effect for a period of more than one (1) year from the date of the warning notice. All discharges must be by proper written notice to the Employee and Union affected. Any Employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an Employee, s/he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be made in writing to the Employer, and a copy of same to the Union, within five (5) days. It should comply with the grievance machinery set forth herein.

ARTICLE XII AGREEMENT VIOLATIONS

12.1 All claims for back pay or loss of wages arising under this Agreement on account of any violations of the terms hereof must be made in writing within thirty (30) days from the payday following the accrual of the claim, and if not made within such period, a claim shall be barred. The Employer shall not be required to pay back pay on any grievances for more than a ninety (90) day period prior to the filing of the grievance.

ARTICLE XIII GRIEVANCE AND ARBITRATION PROCEDURE

13.1 Should a difference arise between the Employer and the Union or Employees as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately under the following procedure by negotiations:

Step 1 Between the Employee affected and his **Supervisor** or between the Employee affected, a committeeman and the **Supervisor**.

Step 2 By the committee and a representative of the Union and a **Manager**, at which time either party may call in an outside representative.

Step 3 By mutual agreement between the Parties, a Mediator from the Federal Mediation and Conciliation service may be requested to assist the Parties in resolution of any grievance. Participation in mediation under these provisions shall not preclude either party from proceeding

to Step 4 in the event the issue remains unresolved and settlement discussions may not be used by one party against the other in any subsequent arbitration.

Step 4 Any dispute, difference, or grievance relative to the interpretation of or adherence to the terms of this Agreement which has not been concluded through the above procedure within ten (10) days after reduction in writing, in the manner hereinabove provided, the matter may be referred by either party within three (3) days to a Board of Arbitration, composed of three (3) members, one (1) designated by the Employer, one (1) designated by the Union, and the third (3rd) to be mutually agreed upon by the representatives of the parties. The time limits contained in this paragraph may be extended by mutual agreement.

Should the representatives of the Union and the Employer fail to agree upon a third party within three (3) additional days, the third party shall be appointed as follows:

The party initiating the arbitration procedure shall request a panel of five (5) names from the Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected from the list submitted, unless the parties mutually agree otherwise. The selection shall be made by alternately striking four (4) names; the party to make the first strike being determined by drawing lots. The remaining name shall be the neutral arbitrator.

13.2 The entire matter in controversy, as aforesaid, shall be referred to this Arbitration Board for disposition and whatever disposition is made shall be binding upon the Union, Employee and the Employer. However, such Board shall not have the power to add to or modify any of the terms or conditions of this Agreement.

13.3 The decision of the majority of the Board of Arbitration shall constitute the decision of the Board of Arbitration and be final. Should any expense be involved for the service of the above-mentioned third member of the Board of Arbitration, such expense shall be borne equally by the Employer and the Union.

13.4 At any step in the grievance procedure, the Executive Committee of the Local Union shall have the final authority in respect to any aggrieved Employee covered by this Agreement to decline to process a grievance, complaint, difficulty, or dispute further, if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Committee.

13.5 All grievances must be submitted in writing within fourteen (14) calendar days of the occurrence to receive consideration or they are barred.

ARTICLE XIV EMPLOYER SPONSORED BENEFITS

14.1 Pension Plan - Employees are eligible to participate in the Pension Plan in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to the benefits of the plan. The terms and conditions of the plan are hereby incorporated by reference into this Agreement and all questions relating to the Pension Plan including, but not limited to, questions of eligibility, benefits, or other matters shall be resolved by reference to the plan documents. In the event the Employer elects to change a benefit, they will give adequate

notice and information about the change to the bargaining unit representatives. Benefit coverage will be the same as provided to non-contract employees.

403(b) Retirement Plan – Employees are eligible to participate in the 403(b) savings plan in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to the benefit of this plan. The terms and conditions of the 403(b) Plan are hereby incorporated by reference into this Agreement and all questions relating to the 403(b) Plan including, but not limited to, questions of eligibility, benefits, or other matters shall be resolved by reference to the plan documents. In the event the Employer elects to change a benefit, they will give adequate notice and information about the change to the bargaining unit representatives. Benefit coverage will be the same as provided to non-contract employees.

Health Insurance: Eligible full-time and part-time employees will be permitted to participate in the Employer's Health Insurance plan as it may be modified from time to time on the same terms and conditions as non-contract employees. The Employer is the sole determinant with respect to the benefits of the plan. The employee shall pay through payroll deduction additional premiums beyond the sum contributed by the employer. Selection of the hospital/medical insurance plan and the carrier will be made by the Mayo Clinic and will be the same as provided to non-contract employees. The carrier determines eligibility for insurance and the employer has no further obligation beyond selection of a plan and a carrier.

Dental Insurance – Employees are eligible to participate in the Employer-sponsored dental insurance plans in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to the benefits of the plans. The terms and conditions of the plans are hereby incorporated by reference into this Agreement and all questions relating to the Dental Insurance plans including, but not limited to, questions of eligibility, benefits, or other matters shall be resolved by reference to the plans' documents. In the event the Employer elects to change a benefit, they will give adequate notice and information about the change to the bargaining unit representatives. Benefit coverage will be the same as provided to non-contract employees.

Life and AD&D Insurance - Employees are eligible to participate in Employer-sponsored life insurance and AD&D plans in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to the benefits of the plans. The terms and conditions of the plans are hereby incorporated by reference into this Agreement and all questions relating to the Life Insurance and AD&D plans including, but not limited to, questions of eligibility, benefits, or other matters shall be resolved by reference to the plans' documents. In the event the Employer elects to change a benefit, they will give adequate notice and information about the change to the bargaining unit representatives. Benefit coverage will be the same as provided to non-contract employees.

Short and Long Term Disability Insurance - Employees are eligible to participate in Employer-sponsored short and long term disability plans in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to the benefits of the plans. The terms and conditions of the plans are hereby incorporated by reference into this Agreement and all questions relating to the short and long term disability plans including, but not limited to, questions of eligibility, benefits, or other matters shall be resolved by reference to the plans'

documents. In the event the Employer elects to change a benefit, they will give adequate notice and information about the change to the bargaining unit representatives. Benefit coverage will be the same as provided to non-contract employees.

**ARTICLE XV
JURY DUTY**

15.1 Per Company SOG

**ARTICLE XVI
BEREAVEMENT LEAVE**

16.1 Per Company SOG

**ARTICLE XVII
LEAVE OF ABSENCE**

17. Per Company SOG

17.2 The Employer and the Union agree and understand Union members elected or appointed to office in/or as a delegate representing the Union may require temporary leave not to exceed ninety (90) days. The Employer and Union understand this would be covered under the Personal Leave category and will be honored per the language in the current Company SOG.

**ARTICLE XVIII
WAGE RATE SCHEDULE**

18.1

		<u>PPD Ratf March 10, 2020</u>		
EMT	Start	\$ 16.39	\$ 16.55	\$ 16.88
	1 year	\$ 16.94	\$ 17.11	\$ 17.45
	2 years	\$ 17.76	\$ 17.94	\$ 18.30
	5 years	\$ 18.58	\$ 18.77	\$ 19.15
	10 years	\$ 19.40	\$ 19.59	\$ 19.98
	<hr/>			
Paramedic	Start	\$ 22.40	\$ 22.62	\$ 23.07
	1 year	\$ 23.33	\$ 23.56	\$ 24.03
	2 years	\$ 24.58	\$ 24.83	\$ 25.33
	5 years	\$ 28.41	\$ 28.69	\$ 29.26
	10 years	\$ 29.50	\$ 29.80	\$ 30.40
	15 years	\$ 31.50	\$ 31.82	\$ 32.46
	20 years	\$ 32.00	\$ 32.32	\$ 32.97
	25 years	\$ 32.50	\$ 32.83	\$ 33.49
	30 years	\$ 33.00	\$ 33.33	\$ 34.00

Wage increases will be effective February 19th but paid on March 10th 2020.

2021 Wage increase align with Mayo Clinic percentage increases (not to include the multiplier)

2022 Wage increase align with Mayo Clinic percentage increases (not to include the multiplier)

All Leads will receive an additional \$1.03 per hour.

18.2 Employees will be paid for all hours worked.

18.3 The date of an Employee's wage rate change will be effective on the first day of the pay period in which the wage rate change date falls.

18.4 Part-time Employees shall be entitled to the wage rates contained herein and shall progress up the wage scale.

ARTICLE XIX COLLECTIVE BARGAINING

19.1 This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this agreement, each party waives its rights to require the other to bargain collectively within the meaning of the National Labor Relations Act, as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:

1. As to grievances;
2. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if requested to do so by the Union;
3. If the Union becomes a representative of a new unit of Employees of the Employer, the Employer shall bargain with the Union on such new unit;
4. As expressly provided for herein.

ARTICLE XX SEPARABILITY


20.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of the court of competent jurisdiction because of any conflict with a Federal or Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

20.2 The Employer and the Union agree that they will meet within a thirty (30) days period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

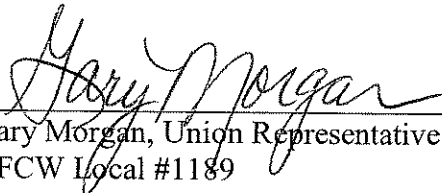
**ARTICLE XXI
TERM OF AGREEMENT**

21.1 This Agreement shall take effect the **first** day of **October, 2019**, and shall continue in full force and effect until **February 28, 2023**, and shall be in full force and effect from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party ninety (90) days prior to annual date of expiration.

Dated this 15 day of January, ~~2019~~²⁰²⁰.



Paul Drucker, Senior Director
Mayo Clinic Ambulance



Gary Morgan, Union Representative
UFCW Local #1189

LETTER OF UNDERSTANDING

By and Between

United Food and Commercial Workers Union, Local # 1189

and

Mayo Clinic Ambulance

Re: On-Call Policy

Employees will be expected to comply with the on-call policy as stated on the company's web site. The company is the sole determinant with respect to this policy. The terms and conditions of the on-call process or application of this process are hereby incorporated by reference into this Side Letter of Understanding and all questions relating to the on-call process or other matters shall be resolved by reference to the on-call policy. In the event the company elects to change the on-call policy, the company will give adequate notice and information about the change to the bargaining unit representatives. Policy changes will be the same as provided to non-contract employees.

Specific differences to the on-call policy specific to the Duluth / Superior **Mayo Clinic Ambulance** operation will be as follows:

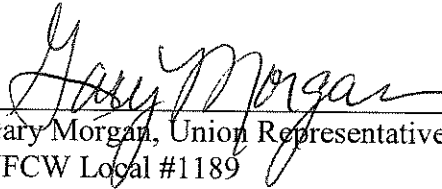
- Call shifts will be voluntary for all staff; no requirements for coverage will be mandated.
- Employees agree to be present at the west Duluth base of **Mayo Clinic Ambulance** within 30 minutes of being activated. Employees will report in and maintain compliance with the company's uniform policy.
- On-call shifts will be posted as 12 hour blocks for an ALS Crew.
- The company will determine the hours and days of the week call shifts will be scheduled. Shifts will be scheduled as 12 hours per day.
- The Crew Scheduler process will be utilized for bidding for on-call shifts. Shifts will need to be bid via the current process of bidding shifts (**30 days in advance**). If more than two (2) qualified crew members bid on the same shift, the two (2) crew members with the highest seniority will be awarded the shift.
- All non-exempt employees are eligible to be scheduled for on-call shifts.
- After on-call shifts have been awarded, employees filling these shifts are responsible for coverage similar to other duty shifts.

- If the company determines a call shift is not necessary, the call shift can be cancelled with greater than one week's notice to the crew members scheduled for these shifts.
- If a call shift is scheduled and only one crew member is signed up to provide coverage, the company reserves the right to cancel that call shift with notice less than the one week's notice as indicated above.
- The Supervisor of Ground Operations, Assistant Supervisor and Leads will have criteria listed for reasons to activate the on-call crew. This process will be identified by the Employer and shared with the Union.
- If the Employer determines changes to the on-call schedule are needed, these changes will be shared with the Union a minimum of one month in advance.
- Without any requirements on the Union or Union members, the Company may, at its sole discretion add additional call shifts with no expectation or requirement of Employees to cover such shift.
- Parties agree at the time of the signing of this document, the rate per hour for on-call pager time will be \$3.50.

Dated this 15 day of January, ²⁰²⁰~~2019~~.



Paul Drucker, Senior Director
Mayo Clinic Ambulance



Gary Morgan, Union Representative
UFCW Local #1189

LETTER OF UNDERSTANDING

By and Between

United Food and Commercial Workers Union, Local #1189

and

Mayo Clinic Ambulance

Re: PTO Bidding

A permanent vacation schedule will be posted. The calendar will contain spots on each day of the year for such sign up (placing their number in the open spots). Once these dates are picked (by Seniority) they are now time staff can plan to be off, allowing them to plan Family events and Vacations and do so knowing they will in fact be off.

The bids will be for six (6) month periods and there will be two (2) of them. The first bid will be January through June and the second bid from July through December.

Sign up (bids) for January through June will be around November of the year preceding. The sign up (bids) for July through December will be around May of the current calendar year.

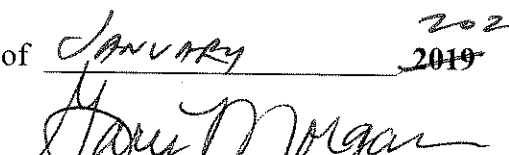
These two (2) bids will each have two (2) parts spanning two (2) weeks and will be done by Seniority. During the first round (again by Seniority) staff can choose up to two (2) blocks of time for Vacation, whether individual days or consecutive days. Then the second round, staff can bid (again by Seniority) for two (2) additional blocks.

Left over Vacation days will then be bid (or not, based on individual preferences). If they are bid for thirty (30) days in advance, Seniority will prevail, less than thirty (30) days, they will be awarded on a first come first serve basis. It will be important staff put down the date they are bidding for this part as the thirty (30) day rule will be in effect.

The Union and the Employer will meet once the new schedule is in effect to determine the number of Employees that can be off each day.

Dated this 15TH day of JANUARY ~~2019~~ ²⁰²⁰


Paul Drucker, Senior Director
Mayo Clinic Ambulance


Gary Morgan, Union Representative
UFCW Local 1189

LETTER OF UNDERSTANDING

By and Between

United Food and Commercial Workers Union, Local #1189

and

Mayo Clinic Ambulance


Re: Field Training Officers

Both parties agreed during the 2015 negotiations for a new Collective Bargaining Agreement to the following:

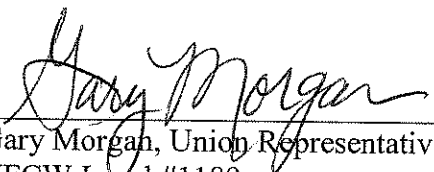
If the Employer identifies a pay structure for Field Training Officers (FTOs), this same pay differential will be extended to those with this credential who are covered by this Collective Bargaining Agreement.

If FTOs are scheduled as permanent partners, new employee orientation needs will supersede this schedule and the company will work with the FTOs to establish a temporary adjustment to the schedule to accommodate the training needs of new employees.

Dated this 15 day of JANUARY, ~~2019~~ ²⁰²⁰.



Paul Drucker, Senior Director
Mayo Clinic Ambulance




Gary Morgan, Union Representative
UFCW Local #1189

Side Letter

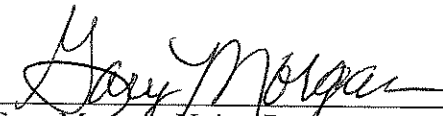
The Employer and Union agree and understand any challenges to the Union Security clause as a result of legislation passed will be the sole responsibility of the Union.

The Employer will provide bike racks or hangers in places to be determined by the Employer.

Dated this 15th day of JANUARY, 2020.



Paul Drucker, Senior Director
Mayo Clinic Ambulance



Gary Morgan, Union Representative
UFCW Local #1189

LETTER OF UNDERSTANDING

By and Between

United Food and Commercial Workers Union, Local #1189

and

Mayo Clinic Ambulance Service

Re: PTO

Supplemental staff can be used to fill any open hours beyond 30 days up to 144 aggregate hours per month.

For PTO: If the staffing levels are 90% or above and do not fall below 80%, an additional employee, for a total of three (3) will be allowed off. Employees on FMLA or other extended leaves of absence are to be counted as open positions for the purpose of calculating the 90% staffing level.

For Long Term PTO: the agreement will follow policy as to the definition and timeliness. If, after the long term PTO bidding process, spots remain open and it is greater than 30 days before the scheduled day off, a team member wishing to have this time off can place their name on this spot and be assured of this time off. Proper notifications must be made through processes locally identified.

Shifts will be awarded up to 8 weeks prior to the date of the scheduled shift.

For Short Term PTO: The agreement will follow policy as to the definition and timeliness. The Employer will make every attempt to fill the requests up to the third PTO request for the day (including the Long Term PTO requests) after all operational needs for the day have been met (scheduled shifts have been filled) even when these requests fall into the Short Term PTO category. The employee understands this is not a guaranteed time off.

Shifts will be awarded as soon as they are covered.

Unscheduled PTO: The agreement will follow policy as to definitions and timelines. The employee knows these requests are not assured time off.

Coverage for Short-Term PTO will be prioritized as follows:


- Seniority List (outside of 14 days)
- Employees from the availability list, by seniority (outside of 14 days)
- Supplemental employees up to limits described above. The hours that the Supplemental cover will count toward the Staffing Level percentages.

- Employees who coordinate changing scheduled shifts with the supervisor in order to generate a more favorable shift for finding coverage.


Parties understand the change in the use of Supplemental Employees as well as the addition of the third person off on Long Term PTO are to be considered a pilot project. Parties agree and understand to meet and discuss any unforeseen challenges after a six month and 12 month period of time after ratification. At any time after, should either party wish to terminate the pilot project, the new LOU will revert back to the previous LOU and Article 4.3 and On-Call Side Letter will revert back to the previous language.

For Future consideration, parties agree to meet and discuss the addition of a 4th Assistant Supervisor position and the effective hours on the schedule this position may have. The parties agree any additional hours agreed upon which are above the current seventy-two (72) hours per week as listed in the collective bargaining agreement, will be considered to be part of the 90% coverage factor needed for the equation related to the third person being assured Long Term PTO.

Dated this 15 day of JANUARY, ~~2019~~ 2020



Paul Drucker, Senior Director
Mayo Clinic Ambulance



Gary Morgan, Union Representative
UFCW Local #1189

LETTER OF UNDERSTANDING

By and Between

United Food and Commercial Workers Union, Local #1189

and


Mayo Clinic Ambulance

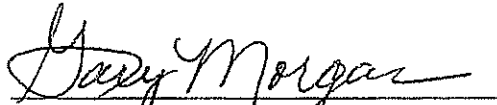
Re: Paid Time Off (PTO) Block for Grandma's Marathon

Both parties agreed during the 2019 negotiations for a new Collective Bargaining Agreement to the following:

The ability to take PTO will be blocked by the Employer for the day prior to, the day of and the day after Grandma's Marathon each year due to the increase in need for added staffing during this time. Parties agree and understand this has been the historical practice and now agree to reduce this practice to writing.

Dated this 19th day of December, 2019.


Paul Drucker, Senior Director
Mayo Clinic Ambulance


Gary Morgan, Union Representative
UFCW Local #1189