

LABOR AGREEMENT

By and Between

Mayo Clinic Ambulance

and

United Food & Commercial Workers Union

Local 663

January 1, 2021

To

February 28, 2024

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Agreement Between:
Mayo Clinic Ambulance and
United Food & Commercial Workers Union, Local 663

THIS AGREEMENT is entered into and is effective between Mayo Clinic Ambulance, a Minnesota non-profit company located at 1755 Basset Drive, Mankato, MN, hereinafter referred to as the "Employer"; and the United Food & Commercial Workers Union Local 663, chartered by the United Food and Commercial Workers International Union, 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 a 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 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 Gender. Where words used in this Agreement are in the masculine gender, they shall be read and construed as in the feminine gender, and in words in the singular shall be read and construed as used in the plural in all cases where such constructions would so apply.
- 1.5 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, casual employees, watchmen, guards and supervisors as defined in the National Labor Relations Act as amended.

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 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) weeks (fourteen (14) calendar days) notice of the termination of employment where the Employer is voluntarily terminating his business. Where the employee works less than his/her normal schedule after the notice, s/he shall receive his/her normal pay. The Employer shall give notice of his intent to sell no 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 shall 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.

"In good standing," for the purposes of this agreement between this Union and this Employer is defined to mean that the payment of a standard initiation fee in standard monthly dues as applied uniformly to all employees covered by this Agreement.

3.2 The Employer agrees to deduct union dues and initiation fees 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 union dues shall be made on a monthly basis 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. The union shall cover the monthly union dues for the union steward.

3.4 The Employer agrees, under the contract requirements of the paragraphs sections 1 and 2 above, to have a new employee complete a Union membership card and a dues deduction authorization at the time of hiring the Union agrees that should Employer take an initial deduction prior to the completion of

the employee's probationary period such amount shall be promptly refunded by the Union to the employee.

- 3.5 The Union hereby warrants and covenants that it will defend, indemnify and save the Employer harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any persons may have or claim to have now or in the future, arising out of or by reason of the deduction of union dues.

Article IV: Hours of Labor

- 4.1 Employees will be paid for all hours worked. Overtime per Federal guidelines.

- 4.2 "Extra Duty Work" shall be defined as follows:

Extra duty work which is performed on a per-hour basis shall be paid at the employee's appropriate hourly rate of pay at straight-time or overtime.

In the event all of the qualified employees declined extra duty work, the Employer shall have the right to either assign the work to a casual employee or require qualified employees to work on an inverse order of seniority.

All-call pages shall include casual employees and supervisors.

1. IMMEDIATE call-in for the purpose of supplementing current, on-duty crews. These call-ins for immediate service occur with less than twenty-four (24) hours advance notice.

Immediate extra duty work, requiring payment of overtime hours, shall be assigned as follows:

- A. These hours shall be offered to the on-call crew, beginning with the person in the full-time union slot on the schedule. If they decline these hours, the on-call casual person will be offered the hours.
 - B. Additional calls will be all-call paged and assigned on a first-come, first-used basis.
2. PRE-SCHEDULED extra duty, with at least twenty-four (24) hours advanced notice, which must be performed by employees other than those already assigned to that shift.

Extra duty standbys involving recreational and sporting events shall be posted on a timely basis for all qualified personnel. Full-time employees have first right to work, however, no employees

signing up for the event may be bumped after the posting has been up for two (2) weeks or within one (1) week of the event, whichever occurs first. Any employees signing up for the event is committing to work the event and all other work rules and practices apply to that employee.

In the event no employees signed up, the Employer shall have the right to assign a qualified off-duty full-time employee on a rotating basis. An "Assigned Work List" will be kept in seniority order. When work is assigned, the date of the assignment will be placed next to the employee's name. The next time work needs to be assigned, the Employer shall start at the name following the person last assigned.

3. Off-duty immediate call back will be paid at time and one half and two hour minimum.

4.3

When hours are posted as open duty shifts due to PTO, leave, other reasons, the casual or supplemental personnel on the Mankato roster will be offered these hours first, up to a maximum of thirty-six (36) hours per week, per casual team member. Hours described herein are not inclusive of hours defined as "Extra Duty Standby" described above. Shifts remaining open after the hours are assigned to the casual team members will be filled by the rotation process used today. The rotation board or list will only contain union employees for the purposes of filling hours with greater than a seven (7) day notice. If the awarded shift is four (4) hours or greater, the employee will be moved to the bottom of the list at the time the hours are awarded. The date the hours were awarded will be documented next to their name. Mayo Clinic Ambulance agrees to provide an updated list weekly to be posted at the Mankato location. This list will originate with the union members listed starting at the top with the most senior to least senior and rotate thereafter. Once a shift opening is within fourteen (14) days, all team members can bid and be awarded these hours based on availability, work/rest concerns, etc., regardless of union status.

- Duty hours will be defined as any hours that were regularly scheduled to union members. These hours include but are not limited to PTO hours, hours that open up due to injury or illness, an employee leaving his/her position, extra duty hours added to the schedule for high volume times, or other hours needing to be filled that are not "Extra Duty Standbys" described above.

4.4

"Casual Employees" shall be excluded from all other provisions of the labor agreement. A casual employee may be utilized for:

- A. Extra duty as assigned per 4.2 above;
- B. Regular shift work vacancies created by the absence of a regular employee because of PTO, as per Article 8, or a written leave of absence as per Article 19, or other temporary unforeseen

vacancies.

- 4.5. It is expressly understood and agreed that the Employer shall establish a regular starting time for each employee assigned to ambulance duty. Employees will have access to their own payroll records. The Company will provide records to UFCW Local 663 upon written request.
- 4.6. 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.
- 4.7. Payment of training hours as per the Standard Operating Guidelines (SOG).
- 4.8. Any employee on their scheduled duty day will not be paid below his/her regular rate of pay for hours worked in a lower rated classification. If such employee is working in a higher rated classification s/he shall be paid for all hours worked in the higher rated classification. Any employee who is called in shall be paid the rate of pay of the class s/he was called in to fill.
- 4.9. Full-time employees shall be defined as those employees regularly scheduled to work thirty-six (36) hours per week. Part-time employees shall be defined as those employees who are regularly scheduled to work a minimum of twenty (20) hours, but less than thirty-six (36) hours per week for a period of sixty (60) days or more. Employee shall qualify for benefit levels as defined in benefit information provided by the employer.
- No union FTE employee will be laid off or have their hours reduced while the company utilizes part-time employees.
- 4.10. Casual employees who are required to cover for a full-time employee on a temporary basis, which may exceed thirty (30) days, for purposes of medical, family leave, educational need, etc., will not be subject to Article III: Union Security.

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. 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 his 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 All required physical examinations and any other medical procedure or policies will be taken by the employees and paid for by the Employer.

5.5 The Employer will carry and provide adequate liability insurance covering the employee for any and all liabilities they may incur in the course of their employment, provided their activities are within medical direction, standing order protocols and within standard operating procedures.

5.6 In order to remain employed by the Employer, it is necessary that the employee maintain a valid state driver's license as well as a current certification by both the State of Minnesota and the National Registry of EMT's for the job assignment hired for, or promoted into, and shall remain insurable as a driver by the Employer's insurance carrier.

5.7 1. When call shifts are required the employer shall provide sleeping area with beds.

2. Each station staffed for twenty-four (24) hours a day, seven (7) days a week the following shall be provided by the employer: A furnished kitchen area to include a conventional stove and oven, at least one (1) refrigerator and other essential kitchen furniture, a shower area, and a lounge area including suitable furniture and cable television. For non-Mayo Clinic Ambulance owned stations where regular posting activity will occur, the employer will work with the employees and the owner of the facility to identify agreeable items to make this location user friendly and accommodating to employees while in this facility.

Article VI: Laundry - Uniforms

6.1 As per the Standard Operating Guidelines (SOG).

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, slow down, 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 disciplined by the Employer of any and all employees participating herein.

Article VIII: Paid Time Off (PTO)

8.1 **Paid Time Off:** Employees will be eligible to accrue PTO at the standardized Mayo PTO schedule. The Employer is the sole determinant with respect to the benefit of this PTO schedule. The terms and conditions of the Mayo PTO schedule are hereby incorporated by reference into this Agreement and all questions relating to the Mayo PTO schedule including, but not limited to, questions of eligibility, accrual rates or other matters shall be resolved by reference to the Mayo PTO schedule policy. In the event the employer elects to change the accrual rate, they will give adequate notice and information about the change to the bargaining unit representatives. Accrual rates will be the same as provided to non-contract employees.

8.2 **Paid Time Off Awarding:** For the awarding of assured PTO spots as current practice permits, full time employees covered by the collective bargaining agreement will receive precedence over part time and supplemental staff, when submitting PTO requests for shifts not meeting the short-term PTO definition.

Parties agree to meet and discuss the possibility of additional assured PTO shifts in the event the company adds additional full-time duty shifts to the schedule.

Article IX: Holidays

9.1 Same as PTO.

Article X: Seniority

10.1 **Definition.** Seniority shall be defined as length of service with the Employer from their most recent date of hire as an employee under this Agreement. In the event two (2) or more employees commence work on the same day, seniority shall be determined by the lowest Mayo Clinic Ambulance medic number assigned by Human Resources. For purposes of this article, seniority is further defined to be in full-time and part-time classifications to be listed separately. Part-time employees time of service from date-of-hire will be recognized when promoted to full-time for the purposes of wage progression and PTO benefits. For employees currently covered by this collective bargaining agreement, union seniority will be determined by placement on the union seniority list in place as of January 1, 2021.

10.2 For the purposes of this Section, full-time employees are senior to part-time employees and 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. In the event of advancement, if the skill and ability of the employees involved are reasonably equal, seniority shall be the determining factor.

10.3 Recall of an employee shall be provided for in the following manner: The Employer shall mail a certified or registered letter to the employees 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/her seniority shall be considered to be broken and s/he shall be stricken from the seniority list accordingly.

10.4 An employee shall cease to have seniority if the employee:

1. Quits;
2. Is discharged for cause;
3. Is not recalled from layoff within one (1) year or fails to return to employment after reasonable notice of recall;
4. Is absent for any reason, except as provided herein (see Article 19: Leave of Absence), for a period of ninety (90) days.

10.5 A probationary employee shall become a regular employee and attain seniority when s/he has been employed for a six (6) month period. During this period employees shall acquire no seniority or re-employment rights, may be laid off or discharged at the Employer's discretion, and will receive no benefits except as specifically stated in this agreement. After said period of employment, the employee shall become a regular employee and shall be placed on the seniority list in the order of the date of the latest employment.

10.6 Any member on the seniority list who accepts a position within Mayo Clinic Medical Transport would have the ability to return to work at the same seniority for a period of six months. Employees who leave for outside employment and return would be considered a rehire.

Article XI: Union Label Cards

11.1 The Union Label Card or decal is the property of Local 663 at all times, and is loaned to the Employer while this contract is in effect and may be displayed in a conspicuous place.

Article XII: Employment Termination

- 12.1 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.
- 12.2 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 and the Union.
- 12.3 The Employer shall not discharge or suspend any employees without just cause. In respect to discharge the Employer shall have given at least one (1) warning notice of a similar complaint against such employee to the employee, and a copy of the same to the Union. No warning notice needs to be given to an employee where s/he is discharged if the cause for such discharge is dishonesty, drunkenness or drinking on the job, gross insubordination, willful destruction of property, failure to remain in compliance with applicable governmental regulations, (or upon recommendation by the Medical Director after investigation for suspension or discharge for gross failure to comply with medical protocols or actions in an unethical or unprofessional manner or for endangerment of a patient under the employees' care) or any other offense listed in Group III of the Corrective Action SOG. In addition, no warning notice needs 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 will not remain in effect for a period of more than two (2) years 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/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, s/he shall be reinstated and compensated at his/her usual rate of pay while s/he has been out of work. Appeal from discharge or suspension must be made in writing to the Employer and a copy of the same to the Union within five (5) days. It should comply with the grievance machinery set forth herein.

Article XIII: Agreement Violations

- 13.1 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 XIV: Grievance and Arbitration Procedure

14.1 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/her Supervisor, Mayo Clinic Ambulance Operations, or between the employee affected, a committeeman and the Supervisor, Mayo Clinic Ambulance Operations.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the facility manager no later than ten (10) days after the decision was reached in Step 1. Within ten (10) calendar days following receipt of the grievance by the facility manager, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3: If the grievance is not resolved above, then either the Union or the Employer, on a case-by-case basis, may petition the Federal Mediation and Conciliation Services (FMCS) no later than ten (10) working days after the receipt of the answer in Step two. Either party may within ten (10) calendar days of receipt of a petition for mediation, on a case-by-case basis, give written notice to the other party of their intent to bypass this mediation step in which case the grievance may be advanced to arbitration as provided pursuant below.

14.2 Arbitration: If the grievance is not settled under step three above, then either party may, within ten (10) working days following the termination of mediation or forty-five (45) days from initiation of the grievance, whichever is later may:

Submit the matter to the Federal Mediation and Conciliation Services (FMCS) for a list of seven (7) arbitrators. Upon submission of a matter to the Federal Mediation and Conciliation Services (FMCS), the Union and the Employer shall jointly request that the potential arbitrators on the list have knowledge and experience of statuses, rules and regulations pertaining to the Minnesota ambulance service industry. The parties shall select one arbitrator from the list as follows:

Beginning within seven (7) work days of the receipt of the list, the Union and the Employer, in that order shall each alternately strike one name until six (6) names have been eliminated and the one

person whose name remains shall be selected arbitrator. The above order of striking arbitrator shall apply for the first arbitration under this agreement. Thereafter, the initiation of the striking process shall be done on an alternating basis.

Should one party refuse to participate in a scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to amend, alter, change or set aside any of the terms of this Agreement. The award of the arbitrator shall be made within thirty (30) days from the date of the arbitration.

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union and all other expenses will be paid by the party incurring them.

- 14.3 Time Limits: No grievance shall be considered timely unless it is filed within ten (10) working days of the time the employee knew or should have known of the alleged violation of this Agreement. Time limits as described above may be waived by mutual written agreement between the parties.

Article XV: Health and Welfare

- 15.1 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.

- 15.2 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.

- 15.3 Life, STD, LTD and AD&D Insurance: Employees are eligible to participate in Employer-sponsored life insurance, STD, LTD 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, STD, LTD 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.

Article XVI: Retirement

16.1 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.

16.2 403(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.

Article XVII: Jury Duty

17.1 As per Standard Operating Guidelines.

Article XVIII: Funeral Leave

18.1 As per Standard Operating Guidelines.

Article XIX: Leave of Absence

19.1 As per Standard Operating Guidelines.

19.2 Employees on leave of absence shall not be entitled to PTO, health and welfare contributions by the

Employer, or any other benefits of this contract, unless specifically provided for herein.

19.3

Employees are eligible for a Military Leave of Absence under the terms of the Employer's Military Leave Policy, in which changes are made from time to time by the Employer. The Employer is the sole determinant with respect to this policy, subject to federal and/or state regulations covering military leaves. The terms and conditions of the Military Leave of Absence Policy are hereby incorporated by reference into this Agreement and all questions relating to a Military Leave of Absence including, but not limited to, eligibility, benefits, or other matters shall be resolved by reference to the Employer's policy. In the event the Employer elects to change the policy, they will give adequate notice and information about the change to the bargaining unit representatives. Coverage under this policy will be the same as provided to non-contract employees.

Article XX: Wage Rate Schedule

20.1

Paramedic			EMT		
	Ratification 2021	Feb 2022		Ratification 2021	Feb 2022
Start	\$23.56	\$24.03	Start	\$17.17	\$17.51
1 Year	\$24.28	\$24.77	1 Year	\$17.44	\$17.79
2 Year	\$25.56	\$26.07	2 Year	\$18.12	\$18.48
5 Year	\$29.57	\$30.16	5 Year	\$18.95	\$19.33
7 Year	\$30.02	\$30.62	10 Year	\$19.79	\$20.19
10 Year	\$30.69	\$31.30			
12 Year	\$31.52	\$32.15			
15 Year	\$32.77	\$33.43			
20 Year	\$33.33	\$34.00			
25 Year	\$34.16	\$34.84			

Off Scale Employees – Paramedic and EMT Employees covered by this agreement and not on the wage scale listed herein will receive a 2% wage increase in February of 2022. Pay for Employees meeting the classification of Field Training Officer (FTO) will be addressed in the process outlined in the Letter of Understanding to this effect.

The ratio of paramedics to EMT will not exceed four (4) to one (1).

20.2

Shift Differentials - 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.

20.3 Leads shall be compensated for hours worked as a Lead over and above their regular wage rate for such duties on weekends, holidays and evenings after 5:00 pm as follows: \$1.00 per hour.

The Leads shall remain flexible with respect to short-term assignments to administrative duties during workdays. In the event Leads are assigned administrative duties from 07:00 to 17:00 during weekdays, they shall be compensated for those hours as described above.

If company utilizes standardized FTO and lead pay rules, these same rules will be implemented at the Mankato site.

Article XXI: Collective Bargaining

21.1 This Agreement constitutes the full and complete Agreement between the Employer and the exclusive representative representing the employees in the bargaining unit. The provisions herein relating to the terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

21.2 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 XXII: Separability

22.1 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.


22.2 The Employer and the Union agree that they will meet within a thirty (30) day 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 XXIII: Terms of Agreement

23.1 This Agreement shall take effect the 1st day of January, 2021, and shall continue in full force and effect until February 28, 2024, and shall be in full force and effect from year to year and thereafter 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 the annual date of expiration.

Signed this 18 day of March, 2021.

For the Employer:



Paul Drucker, Senior Director, Mayo Clinic Ambulance

For the Union:



Paul Crandall, Secretary-Treasurer, UFCW


Scheduling Group
Letter of Understanding
By and Between
Mayo Clinic Ambulance
and
United Food & Commercial Workers Union Local 663

Due to the lifestyle change proposed and in accordance with a "good faith" effort to work toward a common goal, the following pilot program will be recognized:

A group of four (4) employees—two (2) from the company and two (2) from the union—will provide an avenue to develop a consistent and efficient schedule for paramedics covered under the collective bargaining agreement. This is to provide a voice in how upcoming changes affect employees and does not replace the company's right to schedule.

Signed this 18 day of March, 2021.

For the Employer:



Paul Drucker, Senior Director, Mayo Clinic Ambulance

For the Union:



Paul Crandall, Secretary-Treasurer, UFCW Local 663

On Call
Letter of Understanding
By and Between
Mayo Clinic Ambulance
and
United Food & Commercial Workers Union Local 663

The union agrees to cover a minimum of one (1) twelve (12) hour call shift per calendar day. The Company and the Union agree there will be no additional mandatory on-call hours added to what is in place at the signing of this Agreement. Additionally, hours will not be moved from one (1) day and applied to another and be considered mandatory.

Company has the right to adjust the start times of the call shifts between 8:00 PM and 11:00 PM without changing the number of on-call hours per shift. It is further understood start times will be consistent from day to day as is the practice at the time of the signing of this document. Parties agree and understand any changes to the start times of the on-call shifts will coincide with the shift bid process or when FTE are added, creating a need for any additional employees to bid on on-call shifts. Employees wishing to alter their on-call schedule may choose to do so at this time, via the bid process

Employees shall have the right to choose shifts by order of seniority.

During an assigned call shift the employee shall be responsible for a ten (10) minute response time.

Employees "on call" shall be paid \$3:50 per hour. Each time the "on call" employee is activated the employee shall receive a two (2) hour minimum overtime rate.

Signed this 18 day of march, 2021.

For the Employer:



Paul Drucker, Senior Director, Mayo Clinic Ambulance

For the Union:



Paul Crandall, Secretary-Treasurer, UFCW Local 663

Letter of Understanding
By and Between
United Food and Commercial Workers Union Local 663
and
Mayo Clinic Ambulance
RE: Assistant Supervisor Position(s)

In recognition of the mutual desire of the employees and the Employer to work together to create and solidify opportunities for employees which will benefit both parties, the parties agree to the following provisions pertaining to the implementation of positions classified outside of the bargaining unit, yet continuing to do bargaining unit work.

Assistant Supervisor – The Employer may have people classified as Assistant Supervisors who will not be members of the collective bargaining unit. These Assistant Supervisors may be scheduled up to twenty-four (24) hours per person, per week on the duty schedule. The company and union agree the maximum amount of weekly scheduled duty hours assigned to all Assistant Supervisors will be forty-eight (48) hours per week.

It is understood the Assistant Supervisor may accept additional duty hours if shifts remain open within the time period designated by the scheduling process when shifts can be awarded to any available and qualified employees.


Parties understand the assured number of PTO shifts per day will not be negatively affected by the addition of the Assistant Supervisor position and the regular duty shifts covered.

Members of the collective bargaining unit are eligible to apply for these positions. In the event a member of the collective bargaining unit is selected as an Assistant Supervisor, the employee will have up to one year from the date of placement to declare their desire to return to a position covered by the collective bargaining agreement. Parties understand this return will not occur until a position is available. Additional positions in the collective bargaining unit will not be created to accommodate this change. The employee returning to the position covered by the collective bargaining agreement will fill the vacated position and associated schedule. Bidding for schedules will not occur until the next regularly scheduled bid process is to be held. The employee returning will bid at the position of their union security. The employee returning would retain their union seniority they had prior to taking the position.

With the signing of this letter, parties agree the changes described herein will become effective upon the placement of the Assistant Supervisor(s).

Signed this 18 day of march, 2021.

For the Employer:



Paul Drucker, Senior Director, Mayo Clinic Ambulance

For the Union:



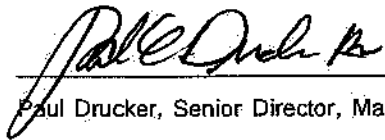
Paul Crandall, Secretary-Treasurer, UFCW Local 663

Letter of Understanding
By and Between
United Food and Commercial Workers Union Local 663
and
Mayo Clinic Ambulance
Agreement for Wage Reopener and On-Call Discussions

Parties agree and understand this agreement will be opened for the purpose of discussions pertaining to wages to be effective in 2023 and to discuss possible changes to the on-call practices for Employees only. Parties will meet at a mutually agreeable time in the fourth (4th) quarter of 2022 for these discussions. All other areas of this collective bargaining agreement will remain as written.

Signed this 18 day of march, 2021.

For the Employer:



Paul Drucker, Senior Director, Mayo Clinic Ambulance

For the Union:



Paul Crandall, Secretary-Treasurer, UFCW Local 663

Letter of Understanding
By and Between
United Food and Commercial Workers Union Local 663
and
Mayo Clinic Ambulance
Shift Bid Process


The Company and the Union agree that shift bid process will be conducted every six (6) months. This process will be a joint effort between the employees and the company. Shift selection will be done by full-time employees in order of seniority with the most senior employee selecting first followed by all part-time employees, with the most senior part-time employee selecting first from this category. After all shifts have been selected and entered through the scheduling process, employees assigned to these shifts will remain in their shifts for the duration of the schedule. Should a vacancy arise, the employee selected to fill the vacancy will also fill the vacated schedule for the duration of the bid period.

Should the company implement a shift bid process less than six (6) months in duration to be effective in all locations, parties agree and understand this change will also be implemented in Mankato. The company agrees to provide a minimum notification of six (6) months prior to the effective date of the bid process for this adjusted bid period.

Parties agree and understand credentials of new employees may create restrictions on crew configuration requirements in applying this process (EMT level staff cannot be placed as partners with EMTs).

Signed this 18 day of March, 2021.

For the Employer:



Paul Drucker, Senior Director, Mayo Clinic Ambulance

For the Union:



Paul Crandall, Secretary-Treasurer, UFCW Local 663

LETTER OF UNDERSTANDING

By and Between

United Food and Commercial Workers Union, Local 663

and

Mayo Clinic Ambulance

Re: Field Training Officer Positions

In recognition of the mutual desire of the employees and the employer to work together to create and solidify opportunities for employees which will benefit both parties, the parties agree to the following provisions pertaining to the changes in the pay for employees filling the role as Field Training Officer (FTO) as their primary job assignment as defined by Mayo Human Resources.

FTO Pay- Parties agree and understand employees filling the role of FTO as their primary duty will have their hourly wage individually determined by the processes used by Mayo HR. This hourly pay will not become part of the collective bargaining agreement. Annual adjustments to this pay will follow Mayo payroll practices. Parties agree and understand hourly pay for FTOs will remain constant for all regular hourly work.

Union Status and Seniority - Parties agree and understand employees serving as an FTO will remain in the bargaining unit and continue to attain seniority and all privileges seniority permits.

Vacating FTO Positions - Parties agree and understand employees filling the position of FTO may voluntarily elect to resign their position as an FTO at any time. Posting of the open FTO position will be made within the local operation first. If there are acceptable candidates from the local operation, the FTO may elect to transition back to a non-FTO role. Should there be no acceptable candidates, the current FTO can elect to continue in this role and transition back to a non-FTO position when an opening occurs or transfer to another operational site. The open FTO position will then be posted across the company.

With the signing of this letter, parties agree the change in FTO position(s) described herein will become effective on the first of the pay period following signatures, and following placement into these positions.

Dated this 18 day of march, 2021.



Paul Drucker, Senior Director
Mayo Clinic Ambulance



Paul Crandall, Treasurer
UFCW Local 663