AGREEMENT

between

ALLINA HEALTH
d/b/a
CAMBRIDGE MEDICAL CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70, AFL-CIO

ENGINEERS UNIT

May 1, 2018 through April 30, 2021
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This Agreement is made and entered into between Allina Health ("Allina") d/b/a Cambridge Medical Center ("Cambridge"), hereinafter termed the Employer, and Local No. 70 of the International Union of Operating Engineers, hereinafter termed the Union.

ARTICLE 1 – RECOGNITION

Section 1. Recognition. The Employer recognizes the Union shall be the sole collective bargaining agent for all skilled maintenance employees who are employed by the employer at Cambridge Medical Center, and who are not covered by another labor agreement between the Union and the Employer. All managerial and supervisory employees and all other employees at Cambridge Medical Center are excluded from this recognition.

Section 2. Jurisdiction. The Employer shall employ or continue in its employment only such persons as come within the classifications covered by this Agreement in connection with all heating equipment, ventilation equipment, refrigerating machinery, engines of all types and classes irrespective of motive power, electric motors, air conditioning equipment, the building mechanical systems and all appurtenances, and any other equipment that may be assigned by the Employer to the bargaining unit on a routine and regular basis for an extended period of time (i.e., at least six (6) months).

Section 3. Exclusive Right. The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the provisions and terms of this Agreement or bypasses the Union’s duty to represent employees covered by this Agreement.

Section 4. Stewards. The Employer will recognize one (1) shop Steward for the handling of Union business (who shall be designated in writing by the Union). The Steward and/or the Steward’s alternate will not suffer loss of wages when participating in contract negotiations or contract administration meetings.

Section 5. Union Representatives. The authorized representatives of the Union are hereby granted reasonable access to the Employer’s premises for
the purpose of transacting Union business so long as such visits do not interfere with the operations of the Employer.

ARTICLE 2 – UNION SECURITY

Section 1. Union Security. All persons now employed or hereinafter employed by the Employer coming under the jurisdiction of this Agreement shall, thirty-one (31) days from the date of employment for the individual employee, become and remain members in good standing of the Union or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

Section 2. Non-Payment of Dues. Upon written notice by the Union to the Employer that an employee is not in compliance with Section 1 of this Article, the Employer shall suspend such employee from the job within five (5) working days of the Employer's receipt of such notice. Failure by such employee to comply with Section 1 of this Article within fourteen (14) days of the date of the suspension will result in termination. The Union shall indemnify and defend the Employer and its agents from any claims of an employee so terminated, provided, the Employer and/or its agents may retain defense counsel at their own cost in the event of a conflict.

Section 3. Dues Deduction. The Employer agrees to deduct monthly dues, initiation fees, and assessments from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the Employer with a signed, written authorization directing that such deductions be made. Deductions shall be made each month and promptly remitted to the Union together with a list of the names of the employees and the deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and remitted to the Union. The Union shall indemnify and defend the Employer and its agents from any claims on account of compliance with this Section, provided, the Employer and/or its agents may retain defense counsel at their own cost in the event of a conflict.
Section 4. New Employee Notice to Union. Within a week after an employee covered by this Agreement has begun work, the Employer shall promptly transmit to the Union office and the applicable Steward, written notification thereof, stating the employee’s name, address, classification and level, and date of employment.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management and the direction of the working forces shall be vested solely and exclusively in management. The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent management rights. This Article is not intended to limit Employer’s obligation to bargain with the Union over mandatory subjects of bargaining. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed, to determine the number of employees to be employed, to determine where work locations are, to determine the number of employees at each work location, to lay off employees, to assign and delegate work, to maintain and improve efficiency, to require observance of Employer rules, regulations, and other policies, to determine the methods and equipment to be utilized and the type of service to be provided, and to change, modify, or discontinue existing methods of service and equipment to be used or provided. The foregoing illustrations of the Employer’s inherent management rights will not be deemed to exclude other inherent management rights and functions not expressly stated herein.

ARTICLE 4 – SUCCESSORSHIP

The Employer and the Union agree that this Agreement shall bind and be enforceable with respect to the Employer’s successors, purchasers, transferees, and assigns. Employer further agrees to give notice of this Article to any prospective purchaser, transferee, or assign and simultaneously give notice thereof to the Union not less than twenty (20) days before any documents relating to the sale or transfer are executed by the Employer.
Any violation of this Article may, at the option of the Union, be resolved through the Agreement's Grievance/Arbitration provisions or through legal action in state or federal court. Should the Union determine that court action is appropriate, it is agreed that any violation of this Article would result in irreparable harm to the Union and the Union may enforce this Article through injunctive relief without the posting of bond.

**ARTICLE 5 – LEAD ASSIGNMENT**

Section 1. Lead Assignment.

**Subd. 1. Temporary Leads.** The Employer may establish and assign an employee to be responsible for direction of other employees or to coordinate work assignments in the absence of the Facilities Services Manager. The employee will be assigned in accordance with this Article and when assigned for a period of four (4) or more hours will be paid a differential per this Agreement.

**Subd. 2. On-Going Lead Positions.** The Employer may create on-going lead positions who will be assigned lead duties even when the Facilities Services Manager would normally be on duty. A lead person will retain seniority in their normal classification and will be paid a differential per this Agreement.

**Subd. 3. Selection of Lead.** The Facility will determine the duties and relevant qualifications for a lead position. The lead position will be given to the employee designated by the Facility. Seniority will be considered when making the designation, but will not be the primary factor used by the Facility.

**Subd. 4. Duties of a Lead Position.** The typical duties of a lead person are as follows: assisting the Facilities Services Manager with assignment of work orders; ordering supplies and parts; monitoring the status of work; inspecting completed work against standards; analyzing and resolving work problems; assisting the coordination of a utility shutdown; filling in for others as needed; participating in meetings;
coordinating work with outside contractors and vendors; providing direction to assigned personnel; and acting as a resource person for other staff (subject matter expert).

ARTICLE 6 – PROBATIONARY PERIOD

The first four (4) months of employment for a new employee shall be a probationary period. Employees may be terminated with or without cause during the probationary period. During the probationary period, the Employer shall consult with one or more of the new employee’s co-workers and shall also provide the new employee with feedback on the new employee’s performance. The probationary period may be extended by mutual agreement of the Employer, the Union, and the employee.

ARTICLE 7 – DEFINITIONS

Section 1. Definitions. The following definitions shall be used throughout this Agreement:

Subd. 1. Full-Time Employee. A full-time employee is one who is normally scheduled to work at least eighty (80) hours each two week pay period.

Subd. 2. Part-Time Employee. A part-time employee is one who is normally scheduled to work less than eighty (80) hours each two week pay period.

Subd. 3. Temporary Employee. A temporary employee is one who is employed to assist with an increase in work load, such as to replace employees during absences due to extended illness. Temporary employees will not be employed in excess of six (6) months unless mutually agreed to between the Union and the Employer. A temporary employee will not have any rights under this Agreement except the wage rate, unless otherwise provided for herein.
Subd. 4. Employee(s). Whenever this term is used throughout this Agreement, it shall mean full-time and part-time employees who are normally scheduled to work at least forty (40) hours each two week period, unless a specific provision or the context provides otherwise.

ARTICLE 8 – HOURS OF WORK

Section 1. Hours of Work. Eight (8) hours shall constitute a normal work day. Eighty (80) hours shall constitute the normal two (2) week work period. The Facility will attempt to keep an employee’s schedule consistent on a month-to-month basis. All hours worked per day shall be consecutive, and all days off shall be consecutive, excepting those days worked because of being called in while on-call, or otherwise because of mutual agreement. If a schedule based on eight (8) consecutive hours cannot be maintained, other hourly working arrangements which meet with the approval of the employees and the Union may be made.

Section 2. Schedule Changes. At least thirty (30) days advance notice in change of scheduling will be posted on the bulletin board; provided, however, that this shall not apply to temporary changes in work schedules made by the employees for their own convenience which are acceptable to the Employer to cover planned time off. This language does not prevent the Employer from calling employees in to work to cover circumstances in addition to the regularly scheduled hours which the Employer determines to be necessary to provide needed coverage. The Employer will give not less than fourteen (14) days’ notice of changes in the work schedule due to vacations or the extended absence of an employee of more than five (5) days, unless the employee agrees to voluntarily change work hours.

ARTICLE 9 – SENIORITY AND LAYOFF

Section 1. Definitions.

Subd. 1. Allina. "Allina", for the purposes of this Article, shall mean Allina Health and its predecessor and acquired organizations.
Subd. 2. Employer Seniority. Employer seniority shall be established as of the employee's most recent date of employment with Allina.

Subd. 3. Classification Seniority. Classification seniority shall be established as of the employee's most recent date of employment at the job site in a classification covered by this Agreement.

Section 2. Seniority Rights.

Subd. 1. Qualifying. Employees covered by this Agreement, upon successful completion of the initial probationary period will be entitled to seniority rights from their most recent date of hire.

Subd. 2. Part-Time Seniority. Regardless of seniority credit, full-time employees will have seniority rights over part-time employees. If a full-time employee reduces hours for medical reasons, the employee will continue to be classified as full-time for purposes of seniority. An employee's time on paid and/or unpaid leave will not change their seniority date.

Subd. 3. Loss of Seniority. Seniority will be lost by any of the following:

A. Voluntary quit
B. Discharge for cause
C. Failure to return from layoff within two (2) weeks after being notified to return by certified mail sent to the employee's last known address
D. Retirement

Section 3. Benefit Eligibility. Employer seniority shall be used in determining an employee's eligibility to benefits under this Agreement.

Section 4. Layoff. Layoff shall be by classification at the job site where the reduction is needed in the inverse order of seniority (i.e. last one hired first one laid off). If the employee being laid off has seniority in another classification, he/she may bump (displace) the least senior employee in that
classification providing the laid off employee has more classification seniority than the employee being bumped.

**Subd. 1. Notice.** In the event a layoff becomes necessary, the Employer will notify the Union and the employee(s) to be laid-off, in writing, at the earliest opportunity, but the notice shall not be less than two (2) weeks before the date of the layoff.

Section 5. Recall from Layoff. Employees shall be recalled in the reverse order of layoff by certified mail sent to the employees last known address. It is the responsibility of the employee on layoff status to keep the Employer informed of any change of address.

**Section 6. Job Openings.**

**Subd. 1. Bidding.** When an opening occurs, employees within the classification at the job site of the opening will have the first right to bid for the opening. If no employee within the classification at the job site bids for the position, the position will be offered to other classifications at the job site in order of their classification seniority. If no employee in any classification bids for the position it will be offered system-wide to other job sites.

**Subd. 2. Posting and Vacancies.** All vacancies will be posted for not less than seven (7) calendar days at all sites. Employees who desire the position will use the facility's internal application procedure, on or before the date the posting closes.

**Subd. 3. Limited Return Rights.** An employee may return to their former classification, within the first thirty (30) days after being awarded a position in a different classification, providing the vacant position in their former classification has not yet been filled.

**Section 7. Notice to the Union.** The Employer will notify the Union office when an external candidate is being sought for an open position covered by this Agreement. The notice will include required and preferred skills, specialty
background desired and the work shift, if known. The Union may refer interested applicants to the Employer for the open positions.

**ARTICLE 10 – WAGES AND CLASSIFICATIONS**

**Section 1. Wages.** The Employer will pay the hourly rate of pay for each job classification as shown in the following schedule:

<table>
<thead>
<tr>
<th>Maintenance/Operating Engineer</th>
<th>5/1/2018</th>
<th>5/1/2019</th>
<th>5/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>$31.76</td>
<td>$33.05*</td>
<td>$33.71**</td>
<td></td>
</tr>
</tbody>
</table>

*Or the rate in effect at Buffalo Hospital on May 1, 2019, whichever is higher.
**Or the rate in effect at Buffalo Hospital on May 1, 2020, whichever is higher.

**Lead Pay:** Lead pay will be two dollars and fifty cents ($2.50) in addition to the Classification rate.

**ARTICLE 11 – INSURANCE AND BENEFITS**

**Section 1. Medical Insurance Plan.** Employees covered by this Agreement will be eligible to participate in the Employer’s hospital and medical benefit plan. Any changes to the Employer’s Plan shall be applicable to employees covered by this Agreement. The Employer will advise the Union of any premium increases as soon as possible.

**Section 2. Employer Contribution Toward Health Premiums.**

**Subd. 1. Single Coverage.** The Employer agrees to pay eighty-five percent (85%) of the premium cost for employee only (single) hospital/medical insurance coverage.

**Subd. 2. Single Plus One or Family Coverage.** The Employer will pay an amount equal to seventy percent (70%) of the difference in the premium cost of single hospital/medical insurance and the premium
cost of single plus one or family hospital/medical insurance for employees selecting single plus one or family coverage.

Section 3. Employee Cost for Health Insurance. The Employer will withhold from employees' wages such sums as the Employer may be requested, in writing, to withhold by the employees for the purpose of carrying hospital/medical insurance through the Employer.

Section 4. Alternate Plan. In the event the Union institutes its own health plan, the bargaining unit members will have the option as a group to choose the Union's plan in place of the Employer's plan. Should the bargaining unit collectively determine that it wants to be covered by the Union's health plan, the Union will give the Employer not less than sixty (60) days advance notice of the change in writing. Any such change must occur as of the first day of Employer's plan year (which is January 1 as of the initial Agreement). The Employer further agrees to contribute to the Union plan an amount equal to the amount required by the plan or the amount the Employer would have paid for health plan coverage under Section 2 above, whichever is less. Any additional premium cost above the Employer's contribution will be deducted from the employee's wages and forwarded to the Union's health and welfare trust fund.

Section 5. Dental Insurance. The Employer will provide and pay the premium cost for single coverage. Family and single +1 coverage will be available at the employee's expense.

Section 6. Insurance During Disability. During a six (6) month disability leave, the Employer shall continue to pay the employer portion of the medical premiums as provided in this Agreement.

Section 7. Life Insurance. The Employer shall provide and pay the cost of a group term life insurance plan in the amount of $50,000. Employees may purchase additional insurance at the group rate.
Section 8. Long-Term Disability.

Subd. 1. Eligibility. The Employer shall make available at the employee’s expense a long-term disability insurance program for full-time employees covered by this Agreement and premiums will be paid by means of payroll deduction. Participation is mandatory. The basic provisions of the plan shall include the following.

Subd. 2. Benefit Level. Employees shall receive sixty five percent (65%) of covered monthly compensation up to a maximum of four thousand five hundred dollars ($4,500) per month of such compensation. No benefit provided under this section shall exceed three thousand dollars ($3,000) per month. Covered monthly compensation shall be the employee’s regular monthly wage excluding any overtime and shift differential. Monthly payments shall be offset by any payments arising from individual’s employment, received by the employee or dependents under the Federal Social Security Act, under the Minnesota Workers’ Compensation Act, and under any employer-sponsored pension plan.

Subd. 3. Duration. Benefits shall be payable in the event of an employee’s disability as defined in the insurance contract providing the benefits herein. Duration of disability benefits shall be as follows:

<table>
<thead>
<tr>
<th>Age (at Disability)</th>
<th>Maximum Benefit Payment Period (following Disability Qualifying Period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 62</td>
<td>To age 65 (but not less than 42 months)</td>
</tr>
<tr>
<td>62</td>
<td>42 months</td>
</tr>
<tr>
<td>63</td>
<td>36 months</td>
</tr>
<tr>
<td>64</td>
<td>30 months</td>
</tr>
<tr>
<td>65</td>
<td>24 months</td>
</tr>
<tr>
<td>66</td>
<td>21 months</td>
</tr>
<tr>
<td>67</td>
<td>18 months</td>
</tr>
<tr>
<td>68</td>
<td>15 months</td>
</tr>
<tr>
<td>69</td>
<td>12 months</td>
</tr>
</tbody>
</table>
Subd. 4. Coverage. Employees shall be covered by the plan on the first (1st) day of the month following the completion of their probationary period. Benefit payments will commence after a qualifying period of ninety (90) days. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the long-term disability plan. Copies of the summary plan descriptions shall be provided to the Union and to all eligible employees.

ARTICLE 12 – PENSION AND 401k PLAN PARTICIPANTS

Section 1. Pension Plan Contributions. Effective on the following dates, the Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the following amounts for each hour paid in the preceding month, for all employees covered by this Agreement:

May 1, 2010 $4.20

Section 2. To the extent permissible by law the Employer shall make available or continue to make available to Maintenance Engineers covered by this Contract a program that enables the Engineers to elect to use pre-tax income for payment of certain expenses. Such program shall be available in the same manner as is available to all Medical Center employees and shall meet the requirements of Sections 125 and 129 of the IRS Tax Code. The Engineers may annually or at the time of a change in life situation (birth, marriage, death, divorce, adoption) designate a specified portion of her or his pre-tax income to be reserved to this Program. Allowable expenses include health and dental insurance premiums paid by the Engineers; dependent care expenses necessary to enable the Engineers to work; and eligible medical, dental, and vision expenses paid by the Engineers and not reimbursable under any insurance program.

So long as the tax laws forbid it, an Engineer may not, at the end of the Pre-Tax Income Program year, receive in cash any monies designated to the Program but not utilized as reimbursement for allowable expenses during the year.
ARTICLE 13 – PRE-TAX REIMBURSEMENT ACCOUNTS

Employees shall be entitled to participate in Employer’s pre-tax reimbursement account plans for medical expenses and dependent care expenses as such are available to non-contract employees of the Employer, and subject to the same terms and conditions as such plans are available to the Employer’s non-contract employees.

ARTICLE 14 – PREMIUM PAY

Section 1. Overtime. The overtime rate of one and one-half (1-1/2) times the basic hourly rate of pay for all hours worked over eighty (80) in a scheduled two (2) week payroll period or on all hours worked over eight (8) in any one (1) day. "Hours worked" shall include paid time away from work for purposes of calculating overtime.

Section 2. Call Back. Employees who have completed their shift and clocked out and who are called back to work shall be guaranteed a minimum of the equivalent of three (3) hours straight time pay or one and one-half times their base rate, whichever is greater. If the Employer requires the employee to work more than one (1) hour after being called back, all additional hours shall be at one and one-half (1-1/2) times the base rate.

Section 3. Call In. If an employee is called in to work prior to the start of the employee’s regularly scheduled shift, the employee shall receive the same pay as provided for Call Back, provided, that the Call Back pay shall cease at the time the regular shift begins, and the pay for the shift shall be without regard to Call Back pay.

Section 4. Shift Differential. When an employee works a shift that extends beyond 5:00 p.m., the employee, in addition to their base rate, will receive an additional $1.25 per hour for all hours worked after 3:00 p.m. A night shift differential of $2.50 will be paid, in addition to the employee’s base rate, for all hours worked between 11:00 p.m. and 7:00 a.m. Shift differential will be paid on sick leave and vacation time for employees regularly assigned to work shifts that qualify for shift differential.
Section 5. On-Call. Employees on on-call status will be paid $4.55 per hour for all hours spent on call, excluding that time considered hours worked under this Agreement or applicable law.

Section 6. Telephone Work Time. The time employees spend on the telephone when called at home (whether they’re on call or not) for information related to the work they perform will be considered hours worked if such conversation exceeds seven (7) minutes in length. Employees will be paid in fifteen (15) minute intervals at time and one-half.

Section 7. Unpaid Lunch. Employees who are required to remain on Medical Center property during a scheduled unpaid lunch will be paid for the lunch period and such time will be considered hours of work for the purpose of computing overtime.

Section 8. Pyramiding not Permitted. Premium pay (including extra pay such as holiday pay) shall not be pyramided under this Agreement, except as may be required by applicable law (e.g. paying overtime on top of shift differential), and except as may be expressly required in this Agreement.

Section 9. Overtime (Additional Work) Assignments. When overtime or additional work assignments become available, they will be distributed on a seniority basis as equally as possible among qualified employees. Then if no full-time employees volunteer for work, it will be offered to part-time employees. Then, if no one volunteers to work the overtime, the Employer will have the right to assign the overtime based on the department’s guidelines for assigning overtime.

ARTICLE 15 – PAID TIME AWAY FROM WORK

Section 1. Available Paid Time Away From Work Plans.

Subd. 1. Paid Time Away From Work Plans. All plans for paying employees for their time away from work as described in this Article shall be referred to collectively throughout this Agreement as "paid time
away from work", whether the plan is the existing Cambridge PTO plan, the new Cambridge PTO plan, or a traditional plan.

**Subd. 2. Current Plan.** The Employer will initially continue to make available the current paid time away from work plan which is outlined in Attachment B of this Agreement.

**Subd. 3. Change in Cambridge PTO Plan.** When a uniform PTO plan is adopted for all of Cambridge Medical Center ("New PTO plan"), all employees covered by this Agreement will, in accordance with Section 2 of this Article, select the primary paid time away from work plan for the future for all employees covered by this Agreement.

**Section 2. Plan Selection, Time and Procedure.**

**Subd. 1. Union Notification.** Once the New PTO plan is available, the Employer will notify the Union Business Representative and Stewards. The notification will include the details of the New PTO plan and an outline of the differences between the Existing PTO plan and the New PTO plan.

**Subd. 2. Conversion Formula.** Within four (4) weeks of receiving such notification, the Union and the Employer will meet and negotiate about how employee Existing PTO plan time will be converted to the New PTO plan or to a traditional time off plan (the terms of which would be negotiated between the parties). The four (4) week time limit may be extended by mutual agreement of the Union and the Employer.

**Subd. 3. Employee Notification.** Once the rules on converting from one paid time away from work program to another are determined, the Employer and the Union will jointly notify all employees of the options available. The Union will, within four (4) weeks of such notification, inform the Employer in writing whether the New PTO plan or the traditional plan will be the primary paid time away from work plan for all employees.
Section 3. Holiday Pay and Paid Time Away from Work.

Subd. 1. Designated Holidays. The following six (6) days will be considered designated holidays under any paid time away from work plan for purposes of holiday pay pursuant to this Section:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

Subd. 2. Time off on Designated Holidays. When an employee does not work on the designated holiday and the day would otherwise have been an employees' scheduled day of work, the employee must use accumulated paid time for the employee's normally scheduled hours on the holiday. For example, if an employee who is full-time does not work on Christmas Day, and would have worked eight (8) hours but for the holiday, he/she shall receive eight (8) hours of pay for paid time away from work.

Subd. 3. Work On and Pay for Designated Holidays.

1. Generally, only one (1) employee will be required to work each holiday, at the Employer's discretion. When an employee is required to work on a designated holiday, and the employee chooses to take pay for paid time away from work, the employee will be paid one and one-half (1-1/2) times the employee's hourly rate for all hours worked, in addition to the paid time away from work pay for the eight (8) hours the employee would normally have worked. If an employee is required to work on a designated holiday and chooses not to take pay for paid time away from work, the employee will be paid one and one-half (1-1/2) times the employee's hourly rate for the first eight (8) hours worked and two and one-half (2-1/2) times the employee's hourly rate for all additional hours worked.

2. When a designated holiday falls on a Saturday or Sunday and an employee is required to work both the Friday before and Monday after, the employee may not use accumulated paid time away from work.
work for the actual holiday and in addition the employee will be paid time and one-half (1-1/2) times the employee’s hourly rate for the Friday (if the holiday is on Saturday) or the Monday (if the holiday is on Sunday).

3. An employee who chooses to and is permitted by the Employer to work on a designated holiday will be paid the employee’s regular hourly rate. When a holiday falls on a Saturday or Sunday and an employee chooses not to take off either the Friday before or the Monday after, the employee will be paid the employee’s regular hourly rate for the first eight (8) hours worked on those days. Employees choosing to work both the Friday before and the Monday after a weekend holiday will not be allowed to use accumulated paid time away from work for the holiday unless the weekend holiday would normally have been part of their scheduled work week.

Section 4. Scheduling Paid Time Away From Work.

Subd. 1. Planned Paid Time Off.

1. When scheduling planned paid time off, the Employer will make reasonable efforts to grant time off in accordance with the wishes and the desires of the employee.

2. Employees will be allowed to request planned paid time off in order of bargaining unit seniority during the month of December until December 15th, for time off during the next calendar year. For the purpose of selecting planned paid time off, full-time and part-time seniority will be considered as the same. Employees will be notified on or before December 29th if their request for time off, made in accordance with this paragraph, cannot be granted.

3. After January 1, requests for planned time off for the calendar year will be granted on a first request basis.
Subd. 2. Unplanned Paid Time Off. Employees will be granted unplanned paid time off as the Employer determines is reasonably possible in light of facility and patient needs.

ARTICLE 16 – OTHER LEAVE

Section 1. Family and/or Medical Leave. Upon successful completion of the probationary period, employees (regardless of their FTE status) may take family and/or medical leaves of absence as provided in this Section. The definitions and provisions concerning these leaves (such as serious health condition and the need for medical certification) shall be applied and interpreted pursuant to applicable law, unless defined or provided for more liberally in favor of the employee in this Section.

Family leave is available for the birth of the employee’s child or the placement of a child with the employee for adoption or foster care. The availability of family leave expires 12 months after the date of the birth or placement.

Medical leave is available when the employee is unable to perform the essential functions of the employee’s position due to the employee’s serious health condition, or when the employee is needed to care for his/her child under age 18 (or older, if the child is needed to care for his/her child under age 18 due to his/her incapability of self-care due to mental or physical disability), his/her spouse, or his/her parent, in the case of any of these family members' serious health condition.

The length of the leave(s) in a rolling 12-month period may be no longer than the following:

Six (6) months family and/or medical leave

The leave(s) under this Section may be paid (providing the employee has available paid time) or unpaid.

The employee’s benefits (health plan, life coverage, dental coverage and LTD) during a leave shall be continued under the same terms as if the employee
were not on leave. The employee's portion of the premium for these benefits must be paid when due.

An employee may take medical leave on an intermittent basis or to reduce a normal work schedule if certified as medically necessary. If this is done, the employee may be required to transfer temporarily to an alternative position. Family leave may be taken on an intermittent basis or to reduce a normal work schedule only with the approval of the employee's manager.

An employee who takes family and/or medical leave will be reinstated to his/her pre-leave position at the conclusion of the leave, provided the pre-leave position has not been eliminated or otherwise no longer exists (in which case the employee shall have all rights pursuant to the provisions regarding layoff).

If an employee fails to return from a family and/or medical leave without a written approval from the manager for additional leave, he/she shall then be separated from employment.

The employee's seniority during a family and/or medical leave shall be maintained. Additional seniority shall accrue during all leave time, whether paid or unpaid.

Section 2. Bereavement Leave. A leave of absence of up to three (3) scheduled work days without loss of pay will be granted to the employee for the purpose of bereavement of a member of the employee's immediate family (parents, brothers, sisters, spouse, children, and step children). Also included in bereavement leave are: Son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, legal guardians and significant others. If more time is needed, PTO or leave of absence can be granted by mutual agreement.

Section 3. Jury Duty. Employees covered by this Agreement shall be paid the difference between their jury service pay and their regular wages for normal scheduled work hours when they are unable to work due to jury service. When an employee is normally scheduled to work at a time in the day other than when the employee is obligated to be present at the court house and
available for jury service, the employee may be required to work the employee’s normal scheduled hours so long as the hours the employee is obligated to be present at the court house and available for jury duty and the hours the employee actually works do not exceed ten (10) hours in a day. When this occurs, employees will receive their regular pay for the day without working their normal scheduled hours.

Section 4. Military Leave. The rights of employees who enter or who serve in the Armed Forces of the United States shall be as determined by federal law.

ARTICLE 17 – DISCIPLINE/DISCHARGE

Section 1. Just Cause. Upon successful completion of the probationary period, disciplinary action may only be imposed for just cause.

Section 2. Disciplinary Sequence. The disciplinary sequence, unless changed or entirely omitted as provided below, shall be as follows:

A. Oral reprimand, which shall be documented
B. Written reprimand
C. Suspension without pay, with written notification to the Union office
D. Demotion or discharge, with written notification to the Union office

This Section shall not be interpreted to prevent the Employer from discharging an employee immediately for just cause. This Section shall not be interpreted to prevent the Employer from changing the above sequence consistent with the severity of the action for which discipline is being administered.

Section 3. Employee Response. An employee who is disciplined pursuant to Section 2 A. or B. above shall be entitled to submit a written response to the Employer within thirty (30) calendar days following the disciplinary action.

Section 4. Right to Request Union Representative. Upon an employee’s request, the Employer shall give the requesting employee the opportunity to
have a Union Representative present during an investigatory meeting or questioning that may lead to disciplinary action.

**ARTICLE 18 – RESIGNATION; REQUIRED NOTICE**

An employee electing to resign shall be required to give Employer two (2) weeks prior written notice. An employee who gives such notice may continue to work during this two (2) week period at the Employer’s discretion. An employee who fails to give such notice shall forfeit two (2) weeks accrued paid time away from work (or the total time accrued, if less) and shall not be paid for this time, any other provision of this Agreement to the contrary notwithstanding.

**ARTICLE 19 – GRIEVANCE/ARBITRATION**

Section 1. Grievance Definition and Procedure. All grievances shall be determined as provided in this Article. A grievance shall be defined as any controversy arising over the interpretation of or the adherence to the terms and provisions of this Agreement. The following steps shall be utilized in resolving grievances.

**Step 1.** The employee will informally discuss the grievance with the employee’s director or the director’s designee.

**Step 2.** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the employee’s director or designee and to Human Resources within twelve (12) calendar days of occurrence. A grievance relating to pay shall be timely if received by the director or designee within twelve (12) calendar days after the pay day for the period during which the grievance occurred.

Within twelve (12) calendar days after submission of the written grievance to the director or designee, a Step 2 meeting to consider the
grievance shall be held among representatives of the Employer, the Union and the employee.

Within twelve (12) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the employee.

**Step 3.** If the grievance is not resolved in Step 2, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twenty-one (21) calendar days following receipt by the Union of the Employer’s written reply to the grievance.

**Section 2. Arbitrator.**

**Subd. 1. Selection of Arbitrator.** The arbitration request shall be referred to a neutral arbitrator selected by the parties. In the event that the Employer and the Union cannot agree upon a neutral arbitrator within five (5) days, the neutral arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service.

**Subd. 2. Arbitrator’s Authority.** The neutral arbitrator’s authority shall be limited to interpreting and applying this Agreement consistent with its intent.

**Subd. 3. Arbitrator’s Decision/Cost of Arbitration.** The decision of the neutral arbitrator shall be final and binding on the Union, the Employer, and the employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

**Section 3. Time Limits.** The time limitations set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. Failure to follow such limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the Employer and the Union.
ARTICLE 20 – SAFETY

The Employer and the Union recognize that safety is a major concern for both parties. The Employer and the Union will meet at reasonable times, discuss, and work to resolve issues of safety as soon as is practicable following a request to do so by the other party.

ARTICLE 21 – DRESS CODE

The Employer requires employees to dress appropriately, both for the work they are assigned to do and as representatives of the Medical Center. Unless and until the Employer chooses to implement a uniform initiative, employees may choose the clothing they will wear, which generally will be long pants (or jeans), shirts with collars, and closed toes shoes. If the Employer implements a uniform initiative, the Employer and the Union will meet and confer about the color of the uniform. The uniform will consist of long pants, shirts with collars, and closed toed shoes. The Employer will initially provide employees with credits for six (6) uniform sets, and thereafter will provide annual credits for uniform replacement and/or outerwear in the following amounts:

- 0.8 – 1.0 FTE = $150.00
- 0.5 – 0.79 FTE = $100.00
- Less than 0.5 FTE = $80.00

Weather conditions, the work to be performed, and safety considerations may alter what is appropriate for employees to wear. Offensive language or pictures may not be displayed on clothing worn while on duty.

Jewelry and hair (including facial hair, if any) must be a length and style which will not create a safety hazard.

Employees must wear their Medical Center identification badge at all times while on duty, unless patient safety and protection of the employee’s identity require otherwise.
ARTICLE 22 – TERM

This Agreement shall be in full force and effect from May 1, 2018 through and including April 30, 2021. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to April 30, 2021, or April 30 of any year thereafter, of its intention to change, modify, or terminate this Agreement.

ARTICLE 23 – NO STRIKE AND NO LOCKOUT

The Employer and Union recognize that it is essential to provide for continuity of customer service, so that patient care is not interrupted. Accordingly, it is agreed that there shall be no strike or lockout of any kind whatsoever during the term of this Agreement.

ARTICLE 24 – SEVERABILITY

If an enactment or decision of any legislative body, court, or administrative agency invalidates any provision(s) of this Agreement or requires conduct inconsistent with any provision of this Agreement, that provision is invalidated. The invalidity of any provision(s) of this Agreement shall not affect any other provision(s) of this Agreement.

ARTICLE 25 – AMENDMENT

The parties to this Agreement, by mutual agreement, may amend any provision of this Agreement at any time during the term of the Agreement when such amendments are approved by the majority of members covered by this Agreement.

ARTICLE 26 – ENTIRE UNDERSTANDING

This Agreement incorporates the entire understanding of the parties and it is agreed that all past practices, policies, and understandings concerning the terms, benefits, or conditions of employment which were in place prior to the
initial signing of this Agreement are waived and are not binding on the Employer, except to the extent they are expressly incorporated in the written provisions of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Allina Health
Cambridge Medical Center

[Signature]
Dee Gross, Manager of
Facilities Operations

[Signature]
Diane Rasmussen, Director of
Human Resources

[Signature]
Timothy B. Kohls, VP of Labor
Relations

For: International Union of
Operating Engineers, Local 70

[Signature]
David Monsour, Business Manager

[Signature]
Michael Dowdle, President

[Signature]
Linda Powers, Recording Secretary

[Signature]
Drew Brodeen, Business Representative

[Signature]
Scott Wachs, Steward

07-09-2015
Date:

01-28-18
Date:

DB/jcb/opeiu#12
Contracts/Cambridge Engrs
ATTACHMENT A
DRUG AND ALCOHOL TESTING
AND WORKPLACE VIOLENCE AND HARASSMENT

Unit members will be subject to the drug and alcohol testing policy, and the workplace violence, harassment and respectful workplace policies applicable to other non-DOT regulated employees of Allina Health as those policies may change from time to time and as made available on the organization's intranet.

DB/jcb/opeiu#12
ATTACHMENT B
PAID TIME OFF FROM WORK GUIDELINES

1. Definition of Paid Time Off From Work (PTO): PTO is the total of vacation, holiday, and sick leave (an additional sick leave accrual is detailed below) hours that an employee earns during a one year period. PTO provides the employee with a system for taking earned time away from the job.

2. Eligibility for PTO: An individual who has completed three (3) months of employment at Cambridge Medical Center (CMC) is eligible to take earned PTO hours and accumulated Sick Leave Bank (SLB) hours. PTO is not available for holiday coverage within the first three (3) months of employment.

3. Earned Hours: Employees earn PTO hours according to the following schedule:
   - 0 through 3 years of employment earn 0.0924 hours per hour worked.
   - 4 through 7 years of employment earn 0.1116 hours per hour worked.
   - 8 or more years of employment earn 0.1309 hours per hour worked.

4. Required Minimum PTO Use (Yearly): Employees are required to use a minimum number of hours of PTO each year.

Full-time employee minimum use requirement:
   - 0 through 3 years: Must take a minimum of 96 hours of PTO per year. Forty (40) of these hours must be five (5) consecutively scheduled work days.
   - 4 through 7 years: Must take a minimum of 116 hours of PTO per year. Forty (40) of these hours must be five (5) consecutively scheduled work days.
   - 8 years or more: Must take a minimum of 136 hours of PTO per year. Forty (40) of these hours must be five (5) consecutively scheduled work days.

Part-time employees: Must take a minimum of fifty percent (50%) of earned PTO per year.

Hours not taken below the minimum: Any employee who does not take the minimum of PTO hours per year will lose those hours not taken. For example,
an employee who must take 96 hours of PTO per year takes only 72, then 24 hours will be deducted from his/her PTO bank.

5. **Accumulated PTO Maximums**: On the employee’s anniversary date, an employee may have not more than one year of PTO accumulated. If an employee has more than one year of PTO accumulated, up to 48 hours of PTO may be placed in the employee’s SLB, if it has not reached its maximum.

6. **Scheduled PTO**: PTO may be scheduled 52 weeks of the year or according to department guidelines. The request must have Manager or Supervisor approval. A Leave Request form must be completed. Requests must be made with sufficient notice to allow adequate time to provide replacement, if necessary. The employee may not receive PTO in excess of days scheduled to work. If an employee becomes ill during a scheduled absence, SLB hours may only be used if the employee meets SLB requirements (see Sick Leave Bank section below).

7. **Unscheduled PTO**: Unforeseen personal illness or injury, or a family illness or emergency is a reality that must be met by both the medical center and the employee. The employee must notify his/her manager or supervisor and complete a Leave Request form giving the reason of the unscheduled absence.

8. **Sick Leave Bank**: The purpose of the SLB is to provide the employee with continued income during an unexpected illness or injury that requires several lost work days/weeks. Employees covered under this Agreement do not receive Short Term Disability; instead they have a SLB as follows:
   A. An employee may draw from the SLB when a spell of illness or injury is more than six (6) consecutive days.
   B. Scheduled work days during the initial six (6) days of illness will be covered from the PTO account.
   C. Hours used from PTO during the spell of illness will not be replaced.
   D. Immediate access to SLB occurs when the employee qualifies for a medical leave of absence.
   E. SLB requires a signed doctor’s release.
   F. Employees accrue SLB hours at a rate of 0.0232 hours per hour worked.
   G. An employee may contribute up to 48 PTO hours to his/her SLB if he/she has exceeded the maximum hours of PTO that may be
accumulated in a calendar year. (Part-time employees’ contributions are prorated).

H. The maximum number of hours that may be accumulated in the SLB is 240.

9. **Miscellaneous PTO Information:**
   A. No SLB hours will be paid in the case of an absence for which Workers’ Compensation benefits are payable.
   B. An employee who has been on a medical leave of absence must have a slip from the employee’s doctor authorizing his/her return to work. The medical center reserves the right to obtain a second opinion from a physician chosen by the medical center in case there is some question about the employee’s ability to return to work without re-injuring him or herself.
   C. Routine dental and clinic appointments are expected to be done on nonscheduled work time. If the appointment is scheduled during work hours, PTO must be used.
   D. An employee on medical leave of absence may use earned PTO and accumulated SLB hours if requirements are met until eligible for disability benefits. See Human Resources for details.

10. **Notification of Absence:**
    A. If an employee is unable to report to work, for any reason, he/she must notify the Supervisor as early as possible. If the absence continues for several days, the employee is expected to communicate with his/her Supervisor each day, or often enough that both the employee and the Supervisor has a mutual understanding about the employee’s probably date of return.
    B. Notification of at least one hour before the start of the first shift, and at least four hours before the start of following shifts is necessary. If the employee calls and is unable to reach his/her Supervisor, the employee should follow the department’s guidelines.
    C. Unscheduled absences will require the use of PTO hours.
    D. Failure to follow department guidelines for timely notification of an unscheduled absence may result in disciplinary action.
LETTER OF UNDERSTANDING #1
Incentive Compensation Plan for Cost Reduction/Productivity Improvements

Intent: It is recognized that the interests of Allina and Local 70 members are mutual in creating a satisfying and productive work environment and a successful health care system. It is in this spirit of cooperation that the following incentives plan relating to cost reduction actions is agreed upon.

1. Local 70 and Cambridge Medical Center will participate in the Local 70 and Allina Hospitals Incentive Compensation Plan. The Plan will have two (2) sections: one dealing with a portion of cost savings going to the Training Fund at each site; the other dealing with a cash payment to Union members at each site where the savings was generated.

2. The Union and Management, at each site, will develop a bargaining unit site-specific cost reduction plan, through the Local Labor Management Committee. These local LMC’s will identify, track and report on specific cost reduction plans to the System LMC.

The Cost Reduction Process will:
- mutually identify the areas to focus on for cost reductions
- mutually identify the net cost savings
- identify processes to track progress
- develop reporting mechanisms
- agree to a dispute resolution process when consensus cannot be reached

3. The ‘first years’ savings starts as of the date the site begins to realize the savings and it goes forward for a total of twelve (12) months. This may result in a partial payment on May 1st with remaining savings paid the following May 1st.

4. Verifiable cost savings achieved through the bargaining unit cost reduction plan will be shared in the following way:
   - 10% of first year’s net savings will go to the site-training budget as are investment in the crew
   - 10% of first year’s net savings will be paid in a lump sum, on a bargaining unit site specific basis, to the members at the site where the savings was
achieved. Site savings will be distributed equally between all Local 70 members at the site realizing the cost saving.

5. Net savings will go to the Training budget and to the Local 70 members as soon as practical following May 1st of each contract year.

6. Cost reduction savings which are eligible for the Plan are those initiated on or after April 1, 2001.

7. Eligible savings are those identified in the site cost reduction plan and which are jointly identified by labor and management through the local LMC and which involves the Local 70 member to implement the action in order to realize the savings.

8. Base work at the site is primary. Cost reduction initiatives are in addition to accomplishment of base work.

9. The cost of acquiring tools and/or equipment necessary to achieve the cost reduction will be considered part of the cost of implementation.

10. To the extent that business conditions allow, no employee covered by this agreement will lose employment within Allina due to the above joint cost reduction plan.

11. The primary focus of cost reduction initiatives will be in areas that have a direct impact to the facilities operation budget.

For: Allina Health
Cambridge Medical Center

Dee Gross, Manager of Facilities Operations

Diane Rasmussen, Director of Human Resources

Timothy B. Kohls, VP of Labor Relations

07.06.2018
Date:

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Drew Brodeen, Business Representative

Scott Wachs, Steward

6/28/18
Date:

DB/jcb/opeiu#12

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LETTER OF UNDERSTANDING #2
LABOR MANAGEMENT COMMITTEE

Allina Health d/b/a Cambridge Medical Center, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

An employee representative from the Engineering bargaining unit may attend the Local 70 Service Labor Management Committee meetings on an as needed basis, and will be added to the Labor Management Committee distribution list.

For: Allina Health
Cambridge Medical Center

[Signature]
Dee Gross, Manager of Facilities Operations

[Signature]
Diane Rasmussen, Director of Human Resources

[Signature]
Timothy B. Kohls, VP of Labor Relations

Date:
07-09-2018

For: International Union of Operating Engineers, Local 70

[Signature]
David Monsour, Business Manager

[Signature]
Drew Brodeen, Business Representative

[Signature]
Scott Wachs, Steward

Date:
02-28-18

DB/jcb/opelu#12
LETTER OF UNDERSTANDING #3
WORK REASSIGNMENT

Allina Health d/b/a Cambridge Medical Center, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

Notwithstanding Article 1, Section 2,

1. The primary work of the Engineer Bargaining Unit includes:
   - Boilers/Generators/HVAC Units/PRV's and all components connected to system
   - Fire Panel/Fire Systems
   - Appliance Repair
   - Plumbing Repairs/Water Softeners
   - All existing technical required job tasks/work orders
   - JC required testing and inspecting of utility components

2. Work being reassigned to service employees (with Engineer employees performing such work in exceptional circumstances) includes:
   - Removing light switch plates, outlet covers, etc. when prepping a room for painting
   - Installing corner guards/hanging posters
   - Fixing minor equipment, i.e.: vacuums, buffers, scrubbers, furniture
   - PM's: Ladder Inspection
   - Hanging/Installing: Office Furniture/Pictures/soap, paper towel, toilet paper holders/other miscellaneous items
   - Routine changing of light bulbs (e.g. not involving electrical panels, electrical work, complex fixture issues, etc.)
   - Shades/Blinds
   - Routine changing of Ceiling Tiles (e.g., cosmetic issues, etc.)
• Assembling equipment, i.e.: shelves, carts

3. The parties recognize that this list does not set out an exhaustive list of Engineer duties or of duties to be primarily performed by service employees.

For: Allina Health
Cambridge Medical Center

Dee Gross, Manager of Facilities Operations

Diane Rasmussen, Director of Human Resources

Timothy B. Kohls, VP of Labor Relations

Date: 07-09-2018

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Drew Brodeen, Business Representative

Scott Wachs, Steward

Date: 07-28-18

DB/jcb/opeiu#12
LETTER OF UNDERSTANDING #5
MAINTENANCE/OPERATING ENGINEER TRAINEE CLASSIFICATION

Cambridge Medical Center ("Employer") and the International Union of Operating Engineers, Local 70, AFL-CIO, ("Union") have agreed to the following:

1. A Maintenance/Operating Engineer Trainee classification is created.

2. To be eligible for hire as a Trainee, an individual must possess a State of Minnesota Special Engineer License.

3. Within fourteen (14) months of hire, a Trainee must obtain a State of Minnesota Second Class B Engineer License. Within twenty-eight (28) months of obtaining the Second Class B Engineer License, the Trainee must obtain a State of Minnesota First Class C Engineer License. Failure to obtain either of these licenses in the specified amount of time will result in termination of employment and such termination shall not be subject to the just cause requirement of Article 17. The time periods may be extended by mutual agreement of the parties. After obtaining the First Class C License, the Trainee will move into a Maintenance/Operating Engineer position. In the event that there is not a position available, the Trainee will remain a Trainee unless and until he/she is hired as a Maintenance/Operating Engineer.

4. A Trainee will be paid as follows:
   - First 4 months: 70% of the Maintenance/Operating Engineer rate.
   - Between 4 months and 8 months: 80% of the Maintenance/Operating Engineer rate.
   - After 8 months: 90% of the Maintenance/Operating Engineer rate.

5. Section 14.2 (Call Back) and Section 14.3 (Call In) of the Collective Bargaining Agreement shall not apply to Trainees. Trainees will not
6. The Employer will work with the Trainee to arrange time off for the Trainee to take the appropriate license tests. The cost of the test and any license fees will be paid by the Trainee. The Employer will be expected to observe/complete boiler checks under the direct supervision of a qualified Maintenance/Operating Engineer or manager. The Trainee will be allowed to do boiler checks on weekends (or any other day of the week) on his/her own. Boiler checks must be completed by qualified Maintenance/Operating Engineers or a manager. The Trainee will be expected to observe/complete boiler checks under the direct supervision of a qualified Maintenance/Operating Engineer or manager.