AGREEMENT

between

CHILDREN'S HEALTH CARE
MINNEAPOLIS

and

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

May 1, 2017 through April 30, 2020
TABLE OF CONTENTS

WITNESSETH................................................................................................................................. 3
ARTICLE 1 - RECOGNITION........................................................................................................... 3
ARTICLE 2 - UNION SECURITY....................................................................................................... 4
ARTICLE 3 - RESPONSIBILITIES OF ENGINEERS........................................................................... 5
ARTICLE 4 - GRIEVANCE ARBITRATIONS....................................................................................... 5
ARTICLE 5 - NO STRIKE OR LOCKOUT ......................................................................................... 6
ARTICLE 6 - SENIORITY .................................................................................................................. 7
ARTICLE 7 - JOB POSTING AND PROMOTION ............................................................................. 7
ARTICLE 8 - RESIGNATIONS AND TERMINATIONS....................................................................... 8
ARTICLE 9 - PROBATIONARY PERIOD and TEMPORARY EMPLOYEES ....................................... 8
ARTICLE 10 - JOB CLASSIFICATIONS ........................................................................................... 9
ARTICLE 11 - WAGES .................................................................................................................. 10
ARTICLE 12 - HOURS ................................................................................................................... 10
ARTICLE 13 - HOLIDAYS ............................................................................................................. 11
ARTICLE 14 - VACATIONS ............................................................................................................ 12
ARTICLE 15 - SICK LEAVE .......................................................................................................... 13
ARTICLE 16 - OTHER LEAVES OF ABSENCE .......................................................................... 14
ARTICLE 17 - HOSPITAL, MEDICAL AND DENTAL BENEFITS ................................................. 14
ARTICLE 18 - LONG-TERM DISABILITY INSURANCE ................................................................ 15
ARTICLE 19 - LIFE INSURANCE ................................................................................................. 16
ARTICLE 20 - PENSION ................................................................................................................ 16
ARTICLE 21 - AMENDMENT PROVISION .................................................................................... 16
ARTICLE 22 - FEDERAL STATE AND LOCAL LAWS .................................................................... 17
ARTICLE 23 - LABOR MANAGEMENT MEETINGS ...................................................................... 17
ARTICLE 24 - MANAGEMENT RIGHTS ....................................................................................... 17
ARTICLE 25 - APPRENTICESHIP PROGRAM .............................................................................. 18
ARTICLE 26 - EDUCATIONAL DEVELOPMENT .......................................................................... 18
ARTICLE 27 - MERGERS ............................................................................................................. 19
ARTICLE 28 - HOSPITAL SYSTEM TRANSFERS .......................................................................... 19
ARTICLE 29 - PERSONAL VEHICLES ........................................................................................ 20
ARTICLE 30 - PARKING CHARGES ............................................................................................... 20
ARTICLE 31 - TERM OF CONTRACT ............................................................................................. 20
WAGE AND WORKING AGREEMENT between the INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL NO. 70, AFL-CIO 2722 County Rd D East,
White Bear Lake, MN 55110, hereinafter referred to as the “Union”
representing the employees classified as Watch, and Maintenance Engineers,
and the undersigned hospital of Minneapolis, Minnesota, hereinafter referred
to as the “Employer.”

WITNESSETH

WHEREAS the hereinafter classified employees of the Employer have elected
to bargain collectively with the Employer, and for said purpose a majority of
them have affiliated themselves as members of the Union and have chosen the
Union to bargain collectively with the Employer on their behalf for wages,
hours and working conditions. NOW THEREFORE for the purpose of carrying
out the intentions of the parties, it is mutually agreed as follows:

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive collective
bargaining agency for all employees as classified herein, who are members of
said Union or who desire the Union to represent them in the Employer’s
hospital, with reference to all matters pertaining to employer-employee
relationships therein.

1.2 The Employer shall not enter into any agreement with the employees
coming under the jurisdiction of the Contract, either individually or
collectively, which in any way conflicts with the provisions and terms of this
Contract.

1.3 The Employer agrees that an Operating Engineer shall be on duty while
there is in operation any steam boiler, engine, refrigerating machine or
dynamo, and the Employer shall not require the engineers to perform duties
over which the Union has no jurisdiction.

1.4 During the life of this Contract, the Employer shall employ or continue
in its employment only such persons as come within the classifications
covered by this Contract on all work in connection with the supervision,
operation or maintenance of steam boilers, engines of all types and classes
irrespective of motive, power electric motors, dynamos, refrigerating machinery, air conditioning equipment and all other equipment and appurtenances covered by the Union's jurisdiction.

1.5 The authorized representatives of the Union are hereby granted the full right to enter the Employer's plant when on Union business, and the Employer's agent shall give such representatives passes whenever the Union deems such visits necessary.

1.6 The Employer will recognize a shop steward for the handling of Union business who shall be designated in writing by the Union.

The Employer will make reasonable efforts to change and/or modify stewards' work schedules so that they can participate in negotiations without loss of work hours. The parties agree that negotiations will normally be scheduled outside of the normal work hours for the greatest number of stewards. The Hospital may, in its sole discretion, agree to pay the steward for lost work hours.

Any aggrieved employee shall have the right to have the shop steward and/or union business representative present when the employees' grievance is presented and/or settled.

ARTICLE 2 – UNION SECURITY

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

2.2 If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within twenty-four (24) hours of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed two (2) weeks. The Union shall save the Employer harmless from any claims of an employee so terminated.
2.3 The Employer agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are Union members. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of the names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

2.4 The Hospital shall furnish the Union a monthly list showing the names and addresses of new employees, terminated employees, their work classification, their shift and date of hiring and/or termination.

ARTICLE 3 – RESPONSIBILITIES OF ENGINEERS

3.1 It is mutually agreed that the engineers shall care for and maintain the equipment in their charge in the best possible condition and to exercise due and proper care of the equipment they operate so as to obtain the best possible economics.

ARTICLE 4 – GRIEVANCE ARBITRATIONS

4.1 All grievances shall be determined as provided in the 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 immediate supervisor.

Step 2. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Hospital’s personnel department. The written grievance must be submitted to the Employer within twelve (12) calendar days after the date of occurrence.
A grievance relating to pay shall be timely if received by the Employer within twelve (12) calendar days after the payday for the period during which the grievance occurred.

Within twelve (12) calendar days after submission of the written grievance to the Employer, a 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 Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) calendar days following receipt by the Union of the Employers written reply to the grievance. 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. 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. 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 5 – NO STRIKE OR LOCKOUT**

5.1 The Employer and Union recognize that it is essential to provide for continuity of patient care. Accordingly, it is agreed that there shall be no strike or lockout of any kind whatsoever during the term of this Agreement.
ARTICLE 6 – SENIORITY

6.1 The regular employee shall hold seniority rights over temporary employees and, where reductions are made in the crew, for each classification the last employee hired shall be the first employee laid off. Likewise, for each classification, the last employee laid off shall be the first employee returned on recall.

6.2 Full-time employees will have seniority rights over part-time employees. If a full-time employee reduces hours for medical reasons, he or she will continue to be considered full-time for purposes of seniority.

6.3 Seniority is based on and calculated from an employee's date of hire into a classification covered by this Agreement.

ARTICLE 7 – JOB POSTING AND PROMOTION

7.1 When an opening occurs in a particular classification said opening will be bulletined for five (5) days and present employees within the specific classification who apply for the job in order of their seniority, will be given first opportunity to qualify. If no employee in the classification wherein the opening occurs applies for said opening, then employees in other classifications, in order of their seniority, shall be given first opportunity to qualify. Application of the foregoing shall also apply to transfers from one shift to another.

7.2 The Employer will notify the Union office in writing when an open position exists in a classification covered by this Agreement. The notice will include the qualifications needed, specialties desired and work shift, if possible.

7.3 The Union may refer applicants to the Employer who are capable of performing the open position.
ARTICLE 8 – RESIGNATIONS AND TERMINATIONS

8.1 Employees electing to resign shall be required to give the Employer two (2) weeks written notice and shall continue in the Employer’s service during this two (2) week period.

Failure to give such notice shall result in loss of any vacation benefits to which the employee might otherwise be entitled.

8.2 No employee shall be disciplined except for just cause. Copies of all suspension or discharge notices shall be given to the employee and a copy thereof furnished to the Union.

8.3 Any employee who is laid off shall receive two (2) weeks’ notice of layoff.

ARTICLE 9 – PROBATIONARY PERIOD and TEMPORARY EMPLOYEES

9.1 The first one hundred eighty (180) calendar days of employment for a new employee shall be a probationary period. The probationary period may be extended for an additional ninety (90) calendar days by mutual agreement between the Union and the Employer. Such agreement must be in writing. Employees may be terminated with or without cause during the probation period.

9.2 Temporary employees who work six (6) months or less will not be entitled to benefits under the Contract except the hourly wages and shift differential. Temporary employees who work more than six (6) months will receive all benefits covered by this Contract at the appropriate level, except seniority rights. Temporary employees will not exceed one (1) calendar year of employment. All temporary employees will be laid off before regular employees are laid off. Temporary employees will not have recall rights, nor will they have the right to bid for regular openings, but they may apply for such openings. Temporary employees, if hired for a regular position, will have their seniority start the day they are hired to fill the regular position.
ARTICLE 10 – JOB CLASSIFICATIONS

The following classifications of engineers are hereby established for the Employer and duties defined:

10.1 Watch Operating Engineer, whose duties shall be under the direction of an engineer of a higher classification to take charge of a watch and to supervise and perform the duties required on the job during the watch and further, to direct the duties of the Apprentice Engineers.

10.2 Maintenance Engineers. Maintenance Engineers are those engineers who are engaged mainly in servicing and repairing equipment falling under the jurisdiction of the Operating Engineers and who do not stand a watch, but when properly licensed are eligible for the position of Watch Operating Engineer.

10.3 When an Employer assigns an Engineer to be responsible for direction of other employees or to coordinate work assignments in the absence of a supervisor, for a minimum of four (4) hours, the employee will be assigned in accordance with this Article and be paid the Lead Engineer differential pay of sixty cents ($0.60) per hour. This may be a regular on-going lead position or a temporary assignment of lead duties during a time when the supervisor would ordinarily be on duty. Lead positions existing as of May 1, 1994, will not have the differential reduced.

10.4 The Hospital will determine the duties and relevant qualifications for any Lead Engineer position. The position will be assigned based on qualifications. When qualifications are substantially equal, preference will be given to the senior employee. Seniority is not affected by an employee’s designation as Lead Engineer.
ARTICLE 11 – WAGES

11.1 The minimum hourly rate of pay for the following classifications shall be as follows:

**Watch Operating Engineers**
Effective with the pay period commencing closest to May 1, 2017: $31.93
Effective with the pay period commencing closest to May 1, 2018: $32.57
Effective with the pay period commencing closest to May 1, 2019: $33.22

**Maintenance Engineers**
Effective with the pay period commencing closest to May 1, 2017: $31.93
Effective with the pay period commencing closest to May 1, 2018: $32.57
Effective with the pay period commencing closest to May 1, 2019: $33.22

11.2 Employees required to work the regularly scheduled afternoon shift shall receive fifty cents ($0.50) per hour in addition to their regular hourly rate of pay. Employees required to work the regularly scheduled night shift shall receive fifty-five cents ($0.55) per hour in addition to their regular hourly rate of pay. Employees required to work the weekend shift, any hours worked between 11:00p.m. Friday through 11:30p.m. Sunday, shall receive twenty-five cents ($0.25) per hour in addition to their regular hourly rate of pay, plus any shift differential.

11.3 Based on Manager approval, the hospital may pay for required license renewal fees.

11.4 **Longevity Pay:** All employees who have achieved twenty (20) calendar years of employment with the Hospital shall receive an annual bonus of $5.00 for each year worked. The longevity bonus is paid out to eligible employees at the start of each contract year.

ARTICLE 12 – HOURS

12.1 Eight (8) hours shall constitute a normal workday. Forty (40) hours shall constitute the normal workweek. All hours worked per day and days worked per week shall be consecutive. If a schedule based on eight (8) consecutive hours cannot be maintained for the week other hourly working
arrangements which meet with the approval of the engineers and the Union may be made.

12.2 The overtime rate of one and one-half (1-1/2) times the basic hourly rate shall be paid 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. Overtime payments shall not be pyramided.

12.3 Employees called back to work by the Employer on the employee's regularly scheduled day off will be paid at time and one-half (1-1/2) for all hours worked on that day.

12.4 Employees who have completed their shift and left the hospital and who are called back to work shall be guaranteed a minimum of the equivalent of four (4) hours' straight time pay.

12.5 At least thirty (30) days' advance notice in change of scheduling will be posted on the bulletin board. Provided, nevertheless, that this shall not apply to emergencies, vacation schedules and to temporary changes made by the employee in work schedules for their own convenience which are acceptable to the Employer.

**ARTICLE 13 – HOLIDAYS**

13.1 Employees required to work on any of the following seven (7) holidays shall be paid at the rate of two and one-half (2-1/2) times for all work performed on such holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Hours worked in excess of eight (8) shall be paid at the rate of two and one-half (2-1/2) times the regular rate of pay; however, no additional amounts shall be paid as overtime pay. A holiday shall be considered to be a twenty-four (24) hour period. When a holiday falls on a Saturday or Sunday, the Hospital may, in its discretion, schedule employees to be off the previous Friday or the following Monday.

13.2 All regular full-time employees shall be paid eight (8) hours of straight time pay for each of the holidays listed above when the employee is not required to work that day.
13.3 In addition to the above, all eligible employees shall receive two (2) floating holiday per contract year at a time mutually agreed upon by the Employer and the employee. The floating holiday must be taken during the contract year or it is lost.

**ARTICLE 14 - VACATIONS**

14.1 All employees covered by this Contract who have been in the Employer’s service for one (1) year or longer shall, on their anniversary date, receive two (2) weeks’ vacation with full pay at the regular established rates for their classifications.

14.2 All employees covered by this Contract who have been in the Employer’s service for six (6) years or longer shall, on their anniversary date, receive three (3) weeks’ vacation with full pay at the regular established rates for their classifications. April 1, 2007, vacation service will drop to five (5) years.

14.3 All employees covered by this Contract who have been in the Employer’s service for ten (10) years or longer shall, on their anniversary date, receive four (4) weeks’ vacation with full pay at the regular established rates for their classifications. For employees hired before March 1, 1980 “anniversary date” as used in this section shall mean May 1.

14.4 All employees covered by this Contract who have been in the Employer’s service for greater than sixteen (16) years or longer shall, on their anniversary date, be eligible for the following schedule:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Days of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 16 years</td>
<td>21</td>
</tr>
<tr>
<td>After 17 years</td>
<td>22</td>
</tr>
<tr>
<td>After 18 years</td>
<td>23</td>
</tr>
<tr>
<td>After 19 years</td>
<td>24</td>
</tr>
<tr>
<td>After 20 years</td>
<td>25</td>
</tr>
</tbody>
</table>

14.5 New employees may take one (1) week of vacation with pay after completion of six (6) month’s service.

14.6 Any employee who has at least six (6) months, but less than twelve (12) months, of continuous service with the Employer, who has voluntarily quit
with proper notice, is laid off, or is involuntary terminated before taking his vacation, shall receive one (1) weeks’ vacation pay.

14.7 Employees with twelve (12) or more months of continuous service with the Employer who voluntarily quit with proper notice, as set forth of Section 8.1 of this Contract shall receive full vacation pay.

14.8 Vacations may be scheduled at any time mutually agreeable to the employee and the Employer. A vacation schedule satisfactory to the majority of the employees shall be posted prior to May 1.

14.9 Employees will be allowed to carry over up to a maximum of forty (40) hours each year unless the Hospital’s practice allows more.

ARTICLE 15 – SICK LEAVE

15.1 Employees will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. An employee who is suspected of misusing sick leave, who uses excessive sick leave, or whose sick leave use follows a pattern may be denied the use of sick leave unless satisfactory evidence of the employee’s illness is presented to the Employer. Sick leave will be earned and accumulated at the rate of one (1) day for every month the employee is continuously employed until ninety (90) days of sick leave have been earned and accumulated. So long as an employee has ninety (90) days of accumulated and unused sick leave to his credit, he/she will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the employee will accumulate sick leave at the rate herein specified until he/she again has each an accumulated credit of ninety (90) days of accumulated and unused sick leave.

15.2 All of the employees who have been kept from work for not more than six (6) months on account of an injury or sickness shall retain full employment rights over their former job and be reinstated by the Employer upon the employee’s request. The Employer may require certification by a physician as to the employee’s ability to resume his former duties. During such six (6) month period, the Employer shall continue to pay the cost of employee coverage for hospital and medical benefits as provided in Article 18.
ARTICLE 16 – OTHER LEAVES OF ABSENCE

16.1 Bereavement Leave. A leave of absence of three (3) days per occurrence without loss of pay shall be granted to Employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, spouse or domestic partner, step parents, step children, step brothers and step sisters, and such others as may be agreed upon between the employee and Hospital) for the purpose of bereavement or memorial service for the deceased. Where travel is required for a funeral being held more than 300 miles (one way) from the Hospital, an additional day without loss of pay shall be granted.

16.2 Employees shall be granted a leave of absence with pay for jury duty. Pay for jury duty will be based on an employee’s regular straight time rate, less the amount received for jury duty.

ARTICLE 17 – HOSPITAL, MEDICAL AND DENTAL BENEFITS

17.1 The Employer will pay eighty percent (80%) of the monthly rate for employee health insurance. The Employer will pay sixty percent (60%) of the cost of dependent health insurance. Any changes in the employer's non-contract health insurance plan shall also be applicable to employees covered by this Agreement. The Employer shall advise the Union of any premium increase in said plan as soon as the Employer receives notice of such increase.

17.2 It is further agreed that the Employer will withhold from employee's wages such sums as the Employer may be requested in writing to withhold by the employees for the purpose of carrying hospital and medical benefits for dependents of employees.

17.3 The Employer will pay 100% of employee dental coverage and make dependent dental coverage available at the employee's expense (100%)
ARTICLE 18 – LONG-TERM DISABILITY INSURANCE

18.1 The Hospital shall provide and pay the full cost of a long-term disability insurance program for full-time employees covered by this Agreement. The basic provisions of the plan shall include the following:

18.1.1 Employees shall receive sixty-five percent (65%) of covered monthly compensation up to a maximum of four thousand five hundred dollars ($4,500.00) per month of such compensation. No benefit provided under this section shall exceed three thousand dollars (3,000.00) 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.

18.1.2 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 To age 65 (but not less than 42 months))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 62</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>42 months</td>
</tr>
<tr>
<td>63</td>
<td>36 months</td>
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<tr>
<td>64</td>
<td>30 months</td>
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<td>65</td>
<td>24 months</td>
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<td>66</td>
<td>21 months</td>
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<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>

18.1.3 Employees shall be covered by the plan on the first day of the month following the completion of their probationary period.

18.1.4 Benefit payments will commence after a qualifying period of ninety (90) days.
18.1.5 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 19 – LIFE INSURANCE

19.1 The Employer shall provide and pay the cost of a group term life insurance plan in the amount of fifty thousand dollars ($50,000), effective the first day of the month following thirty (30) days after ratification of this Contract.

ARTICLE 20 – PENSION

20.1 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:

Effective May 1, 2017 $4.32

20.2 The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement communicated to it.

20.3 The Employer designates as his employer representatives of said fund trustees as they are now named in said Agreement and Declaration of Trust, together with their successors selected in the manner provided in said Trust Agreement as the document now exists or may be amended from time to time.

ARTICLE 21 – AMENDMENT PROVISION

21.1 The parties to this Contract may meet and negotiate during the term of this Agreement on subjects that are not specifically covered by the provisions of this Agreement. Any agreements reached as a result of such negotiations
shall be written in an addendum to be attached to this Agreement. Any
negotiations conducted pursuant to this Article shall not constitute a
reopening of the contract, and shall not affect the term of the Agreement as set
forth in Article 31. The provisions of Section 5 of this Agreement shall
continue in full force and effect even though said negotiations do not result in
any agreements – it being the intention of this Section to set forth a
mechanism for voluntary negotiations during the term of this Agreement
without changing the term of this contract and without modifying the
prohibition in Article 5 against strikes and lockouts.

ARTICLE 22 – FEDERAL STATE AND LOCAL LAWS

22.1 Any federal or state laws and city ordinances which supersede any part
of this Contract shall not void any condition of this Contract which is not in
conflict with such laws or ordinances.

ARTICLE 23 – LABOR MANAGEMENT MEETINGS

23.1 The parties agree that matters other than formal grievances may arise
during the term of this Agreement. In order to promote better understanding
between the parties on a continuing basis, labor-management meetings shall
be held periodically between the Union and the Employers' representative.
Appropriate subjects shall be discussed at the request of either party and may
include consideration of classification disputes.

ARTICLE 24 – MANAGEMENT RIGHTS

24.1 Except as specifically limited by the express written provisions of this
Agreement, the management of the Hospital and the direction of the working
forces shall be vested solely and exclusively in the Hospital. 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 lay off employees, to assign and delegate work, to maintain and
improve efficiency, to require observance of Hospital rules, regulations,
retirement and other policies, to schedule work and to determine the number
of hours to be worked, 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.

**ARTICLE 25 – APPRENTICESHIP PROGRAM**

25.1 The parties recognize there is need to develop qualified Operating and Maintenance Engineers. The Employer and the Union agree during the Term of this Agreement that upon request of either party a meeting and conference session will be held on the design and/or implementation or an apprenticeship or training program in individual hospitals.

**ARTICLE 26 – EDUCATIONAL DEVELOPMENT**

26.1 (a) Educational Development: The Hospital shall pay full-time employees minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books up to fifteen hundred dollars ($1,500.00) per year for educational development under the following circumstances:

1. The employee must apply in advance in writing, specifying the course, institute, workshop, in-service training, or class the employee wishes to attend.

2. Such education must be work related and approved by the Hospital.

3. Payments shall be made upon satisfactory completion of the approved educational unit.

4. An employee must be employed by the Hospital for a period of six (6) months before the employee is eligible for such reimbursement and must remain in the employ of the Hospital for a period of six (6) months after the completion of the education. Provided, nevertheless, that employees shall repay the Hospital any reimbursement they have been paid hereunder to the extent that they do not continue to, or make themselves available to, work at the Hospital for at least six (6) months after the completion of the educational unit. Any amount due, the Hospital under the Section may be deducted from the employee’s final paycheck.
26.1 (b) Department Education: Any education required or desired by the Hospital related to employment shall be provided during hours compensated pursuant to the contract agreement. With the expense thereof paid one hundred percent (100%) up front by the Hospital. An employee who believes a training program would enhance their current ability to do their job, can present the opportunity to their department head to determine whether the training is appropriate.

26.1 (c) The Employer will make reasonable efforts to adjust work schedules on a temporary basis to allow employees time off to attend approved classes, provided the employee is unable to schedule the class during their off-duty hours and that the employee gives sufficient notice to the Employer in excess of thirty (30) days.

26.1 (d) The Employer and the Union have a mutual interest in well trained staff. Either the Employer or the Union can request that an Educational Committee be established. The Education Committee will meet at least quarterly for as long as either party requests.

Typical topics include, but are not limited to: emergency response, system training, equipment training, etc. Employees will be expected to identify areas where additional training is helpful.

Training may take place on site or off site. Employees are expected to fully participate in established training and be able to demonstrate knowledge acquired through training.

ARTICLE 27 – MERGERS

27.1 If a Hospital merges with another contracting Hospital “or closes” during the term of this Agreement, the parties shall meet and negotiate with respect to seniority and other applicable issues.

ARTICLE 28 – HOSPITAL SYSTEM TRANSFERS

28.1 Employees who are accepted for employment at another contracting hospital within the same hospital system shall retain accrued sick leave, vacation, and vacation accrual level. Waiting periods will be waived for the
benefit plans in Article 13 through 20. The provisions of this Article shall not include carryover of seniority under Article 6 of this Agreement.

ARTICLE 29 – PERSONAL VEHICLES

29.1 Employees shall not be required to use personal vehicles for employer business. Any employee electing to do so shall be reimbursed at the Hospitals’ normal mileage rate.

ARTICLE 30 – PARKING CHARGES

30.1 The Employer reserves the right to establish and modify parking charges.

ARTICLE 31 – TERM OF CONTRACT

31.1 Except as otherwise provided herein, the terms and provisions of this Agreement shall become effective on May 1, 2017, and shall extend through April 30, 2020, and thereafter this Contract shall continue in effect from this date year to year, unless either party hereto by giving the other party to this Contract notice in writing ninety (90) days prior to May 1 in any year hereafter, indicates that such party desires to request reopening for amendments or desires to terminate this Agreement.
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

For: Children’s Health Care Minneapolis

Rovenia Claxton, HR Business Partner

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

DuWayne Johnson, Union Steward

Oct. 2, 2017
Date:

9/25/2017
Date:

SM/jcb/opeiu#12
Contracts/Mpls Childrens