AGREEMENT

between

NORTHERN PINES MEDICAL CENTER

and

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

July 1, 2017 – June 30, 2020
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AGREEMENT BETWEEN
NORTHERN PINES MEDICAL CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

THIS AGREEMENT, made and entered into this 11th day of July, 2017, by and between NORTHERN PINES MEDICAL CENTER, AURORA, MINNESOTA, a charitable corporation, hereinafter referred to as either the "Employer" or the "Hospital" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, affiliated with the AFL-CIO, of St. Paul, Minnesota, hereinafter referred to as the "Union."

WITNESSETH:
ARTICLE 1 - PURPOSE

WHEREAS, the Union has been certified by the Minnesota Department of Labor as the bargaining representative for the employees hereinafter defined; and

WHEREAS, the parties desire to establish, maintain and regulate the mutual relations between the Hospital on the one hand and the employees on the other, to the end that the employees, the Hospital, and the general public may mutually benefit.

NOW, THEREFORE, the parties enter into this contract to cover the employees hereinafter defined, and in general, their hours, wages, and general working conditions.

ARTICLE 2 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for all of the engineers as required and certified by the Bureau of Mediation Services, June 14, 1996, in the certified unit of Northern Pines Medical Center, Aurora, Minnesota.

Section 2. All persons now employed or hereinafter employed by the Northern Pines Medical Center, Aurora, Minnesota 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 alternatively 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.
A. If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within ten (10) days of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed twenty-one (21) days. The Union shall save the Hospital harmless from any claims of an employee so terminated.

B. The Hospital 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 Hospital with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable 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 Hospital during the first pay period of each calendar month and transmitted to the Union together with a list of 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.

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

D. The provisions of section 2 shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious objections to joining or financially supporting labor organizations; except that such employee shall be obligated to pay the service fee required by 2 above to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee.

Section 3. The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this contract, either individually or collectively, which in any way conflicts with the terms and conditions of this contract.

ARTICLE 3 – VACATION

Section 1. The vacation benefit will only apply to those bargaining unit members employed by Northern Pines Medical Center as of the date of ratification, September 20, 2012, of this agreement and hold a defined FTE of 0.6 or greater.

Employees are eligible to begin using accrued vacation immediately. Vacation benefits are accrued on the basis of total hours worked as outlined in the table below.
<table>
<thead>
<tr>
<th>Hours of Service</th>
<th>Accrual Rate for Each Hour worked</th>
<th>Annual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4159</td>
<td>0.03846</td>
<td>80</td>
<td>120</td>
</tr>
<tr>
<td>4160 - 6240</td>
<td>0.05769</td>
<td>120</td>
<td>180</td>
</tr>
<tr>
<td>6241 -</td>
<td>0.07692</td>
<td>160</td>
<td>240</td>
</tr>
</tbody>
</table>

One additional day of vacation shall be added as follows:

1 day at 41,600 hours (20 years)
1 additional day at 52,000 hours (25 years)
1 additional day at 62,400 hours (30 years)

**Section 2.** Fully earned vacation pay will be paid when the employee takes his/her vacation if the employee makes a request for same in writing.

**Section 3.** All choices of vacation shall be granted in accordance with Section G and employee's seniority.

**Section 4.** All employees shall use the master vacation form provided for each department to make their requests for vacation periods known. In determining vacation periods, senior employees shall have first choice of vacation time. An employee's first choice shall be limited to a maximum of two weeks off at one time.

Subsequent vacation choices shall then rotate through in seniority order.

After all initial selections have been made, the most senior employee shall make his/her second and third choices, etc., in accordance with the same rotational method.

Selection for first, second and third choices, etc., shall each be completed in a two week period, with such selection commencing on November 1st of each calendar year and completed no later than December 31st of said year. In the event vacation selection has not been completed by all employees within each designated two (2) week period, the schedule clerk shall contact each employee who has not indicated his/her choice, and said employee is required to make his/her vacation selection at that time.

**Section 5.** A week's vacation shall be construed to be a calendar week beginning on Monday. Employees may opt to take their last week of vacation in one day blocks. Said days must be during the week, not Saturday or Sunday, and shall not be tied in with holidays, unless otherwise mutually agreed to between the employee and the Hospital personnel responsible for scheduling such vacation.

**Section 6.** Casual employees shall not be entitled to vacation pay.

**Section 7.** Full-time employees who take a vacation in a five (5) day block shall be scheduled a total of ten (10) days in combination with the scheduled days of work.
ARTICLE 4 – PAID TIME OFF (PTO)

Section 1. Paid Time Off (PTO) Program is designed to meet an individual employee’s need for personal time off or cash conversion.

PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and/or other elective absences.

Section 2. Employees hired after the ratification of this agreement and who are hired with an authorized FTE of 0.6 or greater will participate only in the PTO Program. Grandfathered employees with an authorized FTE of 0.6 or greater and who are earning vacation benefits and sick leave under Articles 3, Vacations and Article 9, Leaves of Absence are not eligible to participate in the PTO Program. However, such grandfathered employees will be afforded an opportunity to convert to the PTO Program between January 1 and June 1 each year of the contract. Employees electing to convert will sign a document acknowledging this choice and payroll will indicate the effective date of the conversion. In most cases, the conversion will be effective the following payroll period.

PTO accrual is based upon actual hours worked.

Payment of PTO will be made at the employee’s regular rate of pay.

Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.

Section 3. Accruals:

ACCRUAL TABLE FOR PTO

<table>
<thead>
<tr>
<th>Years Of Service</th>
<th>Accrual Rate</th>
<th>1.0FTE Annual Accumulation (in Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0&lt;3</td>
<td>0.06538</td>
<td>17</td>
</tr>
<tr>
<td>3&lt;6</td>
<td>0.06920</td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td>0.07692</td>
<td>20</td>
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<td>7</td>
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<td>0.10000</td>
<td>26</td>
</tr>
<tr>
<td>13</td>
<td>0.10384</td>
<td>27</td>
</tr>
<tr>
<td>14+</td>
<td>0.10769</td>
<td>28</td>
</tr>
</tbody>
</table>

The maximum accumulation in an employee’s PTO Bank will be one and one-half (1½) times the employee’s annual accrual. When the employee reaches the maximum
accumulation, the accrual then begins in the employee’s Reserve Bank. A maximum of four-hundred and eighty (480) hours may accumulate in the Reserve Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

Section 4. Requests: Requests for PTO must be submitted to the employee’s immediate supervisor as far in advance of the requested time off as possible. The immediate supervisor shall respond to requests for time off in advance of the date(s) requested, in accordance with department guidelines.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible.

Management may limit the granting of PTO to assure proper staffing levels.

Notwithstanding the above, approval of PTO requests will be based upon total seniority within each department according to departmental guidelines, and will be coordinated with requests for Vacation time off from those employees covered under the Article 3 (Vacations). Management will review PTO and Vacation guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

Section 5. Reserve Bank: An employee may opt to transfer any or all of the excess hours from her/his PTO Bank on a one for one basis to her/his Reserve Bank twice per year (June 1st and December 1st). A total of forty (40) hours must be left in the PTO Bank after hours have been transferred to the Reserve Bank.

Hours may accumulate in the Reserve Bank in the following ways:

(A) Accrual rollover from the PTO Bank upon reaching the maximum; or
(B) Optional transfer from the PTO Bank.

Once an employee has used three (3) consecutive days per calendar year of Regular PTO for illness or accident the employee may access her/his Reserve Bank following the first day of the illness or accident. If the employee elects to draw from her/his Reserve Bank, she/he will continue to draw down the Reserve Bank until the Reserve Bank balance is depleted.

Section 6. Sell Back: Employees may “sell back” (cash out) Reserve Bank hours. A balance of forty (40) hours must be left in the Reserve Bank when selling back. Such sell back of Reserve Bank hours may be done twice per year (June 1st and December 1st). Payments will be made according to the following Schedule:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Payment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 2</td>
<td>-0-</td>
</tr>
<tr>
<td>2 - 5</td>
<td>25%</td>
</tr>
<tr>
<td>5 - 8</td>
<td>40%</td>
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<tr>
<td>8 - 11</td>
<td>60%</td>
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<tr>
<td>11 - 14</td>
<td>80%</td>
</tr>
<tr>
<td>14+</td>
<td>100%</td>
</tr>
</tbody>
</table>

Upon termination of employment (voluntary or involuntary), the employee will be paid the remaining Reserve Bank hours in accordance with the above sell back schedule.

**Section 7. Bonus:** Employees with an authorized FTE of 0.5 or greater will receive a one-time bonus of PTO hours based upon the following schedule, pro-rated for FTE status.

- 20 years of service: 5 days (40 hours)
- 25 years of service: 5 days (40 hours)
- 30 years of service: 5 days (40 hours)

**Section 8.** An employee from outside the bargaining unit who transfers into a position covered by this CBA will, if under the vacation/sick plans, have her/his unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

**Section 9.** An incumbent employee who converts to the PTO program will have his/her unused vacation and sick leave hours converted to PTO in accordance with the following:

- Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one-half (1½) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to sellback under section 4.6 above.

- Up to 48 hours of an incumbent employee’s sick leave shall be rolled into the PTO bank. Any remaining hours of accumulated sick leave shall be placed into a “Sick Leave Bank.”

- The order by which banked hours shall be used is PTO in accordance with section 4.5 first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.

- Once an employee’s Sick Leave Bank hours have been exhausted, that bank will be terminated.
ARTICLE 5 – HOLIDAYS

Section 1.

A.1. A full-time employee hired before the ratification date of this agreement, September 20, 2012, will be allowed the following nine holidays:

1. New Year’s Day
2. Thanksgiving Day
3. Christmas Day
4. Easter Holiday
5. July 4th
6. Memorial Day
7. Labor Day
8. Two personal floating holidays
9. Recognition Day (after 10 years of service)

A.2. Employees hired after the ratification date of this agreement, or who transfer into the bargaining unit after the ratification date of this agreement, will be allowed the following seven holidays:

1. New Year’s Day
2. Thanksgiving Day
3. Christmas Day
4. Easter Holiday
5. July 4th
6. Memorial Day
7. Labor Day

B. A full time employee, as defined in part A.1, required to work on any of the holidays listed in part A.1 will be compensated for such performed work at the rate of two times (2X) the regular hourly rate for all hours worked, plus the holiday pay. Employees hired after the ratification date of this agreement, or who transfer into the bargaining unit after the ratification date of this agreement, when required to work on any of the holidays listed in part A.2 will work at the rate of two (2X) times the regular hourly rate for all hours worked, plus the holiday pay.

C. To be eligible for holiday pay, the employee must have worked his or her schedule on the last day of the work prior to and on the first day scheduled following a holiday, or be on an approved paid leave of absence the day prior to and on the first scheduled work day following a holiday. If absence is due to illness, the employer may require the employee to provide a doctor’s slip.

D. Holiday pay will apply to the legal day and not the calendar day.
E. When any of the listed holidays fall on a Saturday or Sunday, the scheduled day off shall be determined by mutual agreement between the employer and employee and must be taken during the pay period earned.

F. It is the policy of the employer to rotate holiday work as equitably as possible among the employees in such classification.

G. Full time employees shall have the option of having an extra day off without pay within the two week period before or after the holiday if they have worked.

H. All paid holidays shall be considered hours worked for the purpose of calculating overtime.

Section 2. If an employee scheduled for a normal work week shall be required to work on a holiday, the Hospital shall use reasonable efforts to notify such employee at least one week prior to the date of such holiday that such employee is so scheduled for work. It is recognized by both parties that because of unforeseen illness and absences, such notice may not be possible in all instances, but both parties will exercise reasonable judgment so as to be able to provide the necessary continued hospital care for the patients of the institution.

ARTICLE 6 – SENIORITY

Section 1. Every employee covered by the terms of this contract shall have seniority by classification, as herein provided from the date of such employee's original date of hire as posted on the seniority list unless seniority is broken for reasons specified herein. Such seniority shall apply to layoffs, rehiring, and filling of vacancies in jobs covered by this contract.

A. Less than full-time employees shall receive credit for one (1) year of seniority for each 2080 hours of employment. In the event of a lay-off, part-time employees will not be allowed to bump full-time employees.

B. Lower paid classification employees will not be allowed to bump less senior employees in a higher paid classification, however, employees shall be allowed, in the event of a lay-off, to bump less senior employees in a lower paid classification. Full-time employees will be allowed to bump less than full-time employees.

Section 2. Seniority shall be defined for the purpose of lay-off and recall as the first day of hire within the maintenance department. However, for the purpose of accrued benefits employees who transfer from another department shall be credited with all years of service with the employer.

Section 3. New employees shall be considered newly hired employees for a period of
five hundred twenty (520) hours of actual work and during such orientation period they may be discharged by the Hospital without cause and without the same constituting a subject for grievance within the meaning of this contract. Following satisfactory completion of the orientation period, such employee seniority shall begin from the date of his or her original hire.

Section 4. The Employer will, on the 1st day of January, of each calendar year, prepare and post a seniority list of all employees covered by this contract on a bulletin board established for employee informational purposes in the Hospital, and shall submit copies to the Union. Such list shall specify both the departmental and classification seniority of each employee included on the list. Employees may, within ten (10) days after posting of such list, file with the Employer any objection to the seniority rating of any employee on the list. If the Employer agrees that an error has been made, then it shall be immediately corrected. If the employee, the Union and the Employer cannot agree as to whether an error has been made or not, then the dispute shall contribute proper subject for grievance and be handled under the grievance section of this Agreement. If no objection is filed to the list as posted, then twenty (20) days after posting such list shall be considered final and binding as posted, and there shall be no change in such list except for new employees whose names are placed on subsequent seniority lists or except as to employees whose seniority is broken as hereinafter provided and whose names are therefore removed from the list.

Section 5. The seniority of any employee shall be lost or broken and thereby terminated at the discretion of the Employer if such employee shall voluntarily quit his employment, be discharged for cause, shall fail to report for work after layoff within one (1) week after receiving registered mail notice to return, or if he shall be on layoff for over twenty-four (24) months.

Section 6. In the case of reduction of forces, employees shall be laid off in accordance with the seniority roster in the inverse order of hiring so long as all remaining employees shall have the qualifications to perform the job which they are to hold and upon return to work, such employees will be rehired in the inverse order of layoff if their qualifications and ability allow them to satisfactorily fill the position to which they are recalled. If a dispute arises over whether employees have been laid off or recalled in proper order within the meaning of this section, the same shall be settled in accordance with the grievance procedure.

Section 7. Departmental and classification seniority from within the bargaining unit shall be considered in filling promotions or vacancies provided such senior employee has the ability and qualifications to adequately fill the position. If no qualified applicant applies for posted vacancy, then outside applicants shall be considered for such position.

Section 8. Long term vacancies that are anticipated to last at least thirty (30) days or more will be filled with the most senior qualified employee from the bargaining unit. If the vacancy is a position with a higher rate of pay, the employee shall receive the higher
rate of pay for all hours worked in the classification.

For short term vacancies less than thirty (30) days (not including vacation relief), employee shall receive the higher rate of pay for all hours worked in the higher paid classification.

Section 9. Notice of all vacancies or newly created positions shall be posted on employees' bulletin boards. Applicants desiring such posted position shall apply within seven (7) calendar days of such posting. The senior employee making application shall be transferred to the position in question provided he or she has the necessary qualifications and ability to perform the duties of the job involved, as such qualifications and ability are determined by the Employer. If the Union does not concur in the determination of the proper applicant as determined by management, the union may appeal through the normal grievance procedure established under this contract.

ARTICLE 7 - DISCIPLINE

Section 1. Discipline:

A. Just Cause: Disciplinary action may be imposed upon an employee only for just cause.

B. Minor Infractions: Initial minor infractions, irregularities or deficiencies shall be accomplished in a confidential manner.

C. Grievance Procedure: Any disciplinary action imposed upon an employee may be processed through the grievance procedure.

D. Normal Disciplinary Procedures: The normal disciplinary procedure shall be as follows:

1. Oral Reprimand
2. Written Reprimand (Copy to Union office)
3. Suspension or Demotion (Copy to Union office)
4. Discharge (Copy to Union office)

E. Written Reprimand: When any disciplinary action more severe than an oral reprimand is needed, the Employer shall, at the time such act is taken, notify the employee in writing of the specific reasons for such actions with a copy to the Union office.
Section 2. Right to Union Representation:

A. Union present: The employee shall have the right to have Union representation during an investigation that may lead to suspension, demotion, or discharge action. Investigations will not be unreasonably delayed so long as another member of the bargaining unit is available to accompany the employee.

B. Right to Grieve: The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the third (3rd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Discharge of Permanent Employees: The Employer shall not discharge any permanent employee without just cause.

Section 4. Probationary Employees: The Employer shall notify the employee in writing, with a copy to the union office, of the reason(s) for discharge. Probationary employees may have the Union process the grievance or discharge directly to Step 3 of the Grievance Article, but such grievances shall not be subject to the arbitration provisions of this Agreement.

Section 5. Employees covered by this contract electing to resign or quit their employment will give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period with the exception that the employee may leave sooner when competent replacement can be made by the Employer.

ARTICLE 8 – PERSONNEL RECORDS

Section 1. Oral Reprimands: An oral reprimand may become part of an employee's personnel record. The employee shall have the right to his response for the reprimand included. If the employee has no further reoccurrence of the issue, it shall be removed from the file after two (2) years.

Section 2. Copy of Records: Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office records and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office records shall state the corrective action expected of the employee.

Section 3. Right to View Record: The contents of an employee's personnel office record shall be disclosed at their request and to the employee's Union representative upon presentation of a signed authorization form for release of such information.
ARTICLE 9 – LEAVES OF ABSENCE

Section 1. Funeral Leave: Employees will be granted a leave with pay of three (3) days to attend the funeral of a member of such employee’s immediate family. For the purpose of this Article, immediate family is defined to be limited to the employee’s wife or husband, brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, children, step-children, father, mother (father and mother as herein used shall mean parents of the employee or the spouse of the employee whether such parent is the natural or a current stepparent), grandparents, step-grandparents, grandchildren and step-grandchildren if the funeral is attended.

Compensation will be allowed for scheduled work days in a consecutive three (3) days work period, including the day of the funeral. An employee, who must travel over 500 miles one way to attend such funeral, shall receive an additional two days absence with pay. Funeral leave shall not be deducted from sick leave. Upon notice an employee may take additional days in extenuating circumstances as leave without pay or may use vacation days with pay.

Section 2. Sick Leave: The sick leave benefit will only apply to those bargaining unit members employed by Northern Pines Medical Center as of the date of ratification, September 20, 2012, of this agreement and hold a defined FTE of 0.5 or greater. Full time employees shall be credited with one day (1) (eight (8) hours) sick leave with pay for every 173.3 hours of work and may accumulate any unused sick leave up to a maximum of 700 hours.

A. Sick leave pay shall be calculated at straight time earnings.

B. It is agreed that the daily sick leave benefit payable to an employee when his absence has been caused by an industrial illness or accident shall be the difference between benefits payable to him under the Workers Compensation Law and the sick leave benefit otherwise due, and the employee’s sick leave account shall be charged accordingly.

C. If there is a documented pattern of sick leave abuse, upon returning from sick leave absence of over three (3) days, an employee will be required to present a certificate of illness from their physician showing the reason for their absence. The Employer will notify the employee in advance if he/she is going to be required to provide a physician’s certificate.

D. Sick leave shall not be accrued while on an unpaid leave of absence.

E. Effective November 1, 2014, employees will be required to use available paid time off (vacation, sick, PTO) for the duration of any approved full Family Medical Leave (FMLA) but may retain a balance of 40.0 hours of paid time off.
Effective November 1, 2014, employees will be required to use available paid time
off (vacation, sick, PTO) until exhausted for the duration of any approved intermittent
Family Medical Leave (FMLA).

F. Sick leave may be used in blocks of one (1) hour or more.

G. Sick leave will not be considered hours worked for the purpose of calculating over
time.

Section 3. The Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA)
dated 1/26/2012, or any successor policies provided such policies contain no changes
detrimental to employee rights, shall govern leaves of absence under this collective
bargaining agreement except for areas specifically addressed elsewhere in this collective
bargaining agreement and those items listed below.

Any employee who uses up their leave under the FMLA shall be granted up to an additional
twelve weeks of leave if needed. This extension is contingent upon Essentia Health
Physician verified medical necessity and does not apply to “Intermittent FMLA.” Employees
would have to pay for their own insurance coverage during this extended leave. The
employee’s seniority shall continue to accrue during this extended leave and the employee
may return to their former position if vacant or a substantially equivalent position if one is
available. The Employer shall not unreasonably withhold this additional leave.

Section 4 Jury Duty: Employees who are required and who report for jury duty shall be
paid by the Employer for each day partially or wholly spent in performing jury duty an
amount equal to the difference the employee’s regular straight time hourly rate times the
number of hours that she/he otherwise would have been scheduled to work and the
compensation received for jury duty (excluding amounts received as reimbursement for
expenses or as a travel allowance). Such hours paid for shall not be counted as hours
worked for purposes of computing overtime.

A. Employees who are summoned to jury duty will be expected to communicate
daily with management who will determine departmental staffing needs and decide
whether the employee will be required to report for all or some of their scheduled
shift.

B. In order to be eligible to receive payment under this article, an employee must
notify her/his supervisor on her/his first workday after receipt of a notice to report for
jury duty and must furnish satisfactory evidence that jury duty was performed and
the amount of compensation received for such service on the days for which
payment is claimed.

C. If an employee is summoned to testify by the Employer the employee will be
paid at her/his rate of pay for hours spent at the hearing. Additionally, mileage and
time from the workplace to the hearing and back will be paid the employee as
appropriate.
Section 5. All other leaves shall be afforded to the employees as covered by state or federal law.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 1. Definition of Grievance: A grievance is an alleged violation of specific terms and conditions of this Agreement.

Section 2. Time Limits: The filing of a grievance shall be ten (10) business days from the date of the alleged violation or the employee should have had reasonable knowledge of the violation. An employee shall lose his/her right to grieve if he/she fails to file a grievance within the ten (10) business day time limit. The Employer shall have ten (10) business days to acknowledge the grievance. If within the said ten (10) business days the Employer fails to acknowledge the grievance, it shall be ruled in favor of the employee. The time limits within Article 10 shall apply in all steps of the grievance procedure. The time limitations provided herein may be extended by mutual agreement.

Section 3. The Employer will attempt to adjust all grievances which may arise by virtue of this Agreement or otherwise in the following manner:

Step 1. Within ten (10) business days of the alleged grievance, an effort shall be made to adjust the grievance informally between the employee and Facilities Manager. The employee may choose to have a Union steward present at this meeting. The Union Staff Representative shall have a right to directly discuss the grievance with the Employer and Essentia Health’s Employee and Labor Relations staff in an attempt to resolve the grievance.

Step 2. In the event no settlement is reached at Step 1 within ten (10) business days, the Union shall reduce the grievance to a formal written grievance stating the alleged violation of the contract and the remedy desired to the Employer (Administrator) and Essentia Health’s Employee and Labor Relations Department. Within ten (10) business days of the alleged grievance, Essentia Health’s Employee and Labor Relations Department and the Union shall schedule a meeting to discuss the grievance and attempt to settle the grievance. A grievance relating to pay shall be timely if received by the above named within fifteen (15) calendar days after the payday for the period during which the alleged violation occurred.

Within fifteen (15) calendar days following receipt of the grievance the Employer’s designee, a member of Essentia Health’s Employee and Labor Relations staff, the employee, the Facilities Manager, Union Steward and/or Union Business Representative shall meet in an attempt to resolve the grievance. The Employer shall submit a written response to the grievance within fifteen (15) calendar days of such meeting.

Step 3. In the event no settlement is reached the Director of Employee and Labor Relations, or designee, upon written request of the Union, shall meet on the grievance. The Union’s request for a meeting must be filed with the Director of
Employee and Labor Relations, or designee, within twenty (20) days after the response to the Step 2 grievance meeting. The Director of Employee and Labor Relations, or designee, shall hold said meeting within fifteen (15) days after the Union’s request for meeting is filed.

Step 4. In the event no settlement is reached in Step 3, if mutually agreeable, the Employer or the Union may request grievance mediation. The request for mediation shall be through the Federal Mediation Conciliation Services. The mediator’s decision shall not be binding on either party and does not, in any way, relinquish the Union’s right to arbitrate.

A copy of the Employer’s response shall be submitted to:

1. Local 70 office
2. Grievant
3. Union Steward

During the mediation process, the time limits in this Article shall be suspended. A mediator from the Federal Mediation and Conciliation Services shall be used, unless the parties mutually agree to another resource. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. If agreement cannot be reached, the issue may be moved to arbitration. Both parties agree to be bound by the rules set forth by the Federal Mediation Conciliation Services Mediation Agreement that they sign.

For purposes of the grievance procedure, days shall be defined as business days excluding Saturday, Sunday and holidays unless specified otherwise. In the event Saturdays and Sundays are not the employee’s regularly scheduled days off, then his/her days off shall be considered non-working days.

Dually authorized representatives of the Union shall have the right to accompany the Union Grievance Committee at all times in the discussion or adjustment of grievances, provided, however, that all such Union representatives and members of the Grievance Committee shall perform such functions on their own time whenever possible.

It shall further be understood that in the event no settlement can be reached between the Employer and Union, as provided by normal grievance procedure, the dispute shall be submitted to arbitration. If any matter is appealed to arbitration as above provided, then an arbitration panel shall be selected by either party from the Federal Mediation and Conciliation Service a panel of seven names of arbitrators. Then by the process of elimination and by each party exercising alternative strikes, all members of such panel shall be stricken until the parties are left with one remaining name, who shall be the arbitrator. The decision of who shall strike the first listed arbitrator shall be determined by a coin flip. The decision rendered by such arbitrator shall be final and binding upon all parties concerned. The expense of the arbitrator shall be borne equally by the Employer and the Union. The board of arbitration shall attempt to decide the disputed issues and return a
written decision to the parties at their earliest convenience and in no event later than forty-five (45) days from the date of submission to such board.

The expenses of the Arbitrator shall be borne by the parties equally. The time limitations specified in the grievance procedure may be extended by written approval of the parties hereto. The arbitrator may have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement and such local working conditions as may hereafter be in effect at the hospital, insofar as shall be necessary to the determination of grievances appealed to the arbitrator.

ARTICLE 11 – PENSION / HEALTH INSURANCE

Section 1. The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participation Employers the following amounts for each employee covered under this contract, based on the employee’s gross wage for the proceeding month.

Newly hired employees not previously covered by the Trust are not considered Covered Employees until the first day of the first calendar month immediately following five hundred-twenty (520) actual hours worked.

Effective 7/1/07, Employer contribution will be 4.75% of gross monthly wages.

Section 2. The Employer agrees to be bound by this Agreement and Declaration of Trust entered into as of February 1, 2002, establishing the Central Pension Fund Of the International Union of Operating Engineers and Participating Employers and any amendments to said Trust Agreement communicated to it.

Section 3.

A. Beginning the first of the month following sixty (60) days of employment, employees whose official FTE is .6 or above are eligible to participate in the SMDC insurance plan.

B. All employees covered under this collective bargaining agreement shall have the option to be enrolled only in plans made available to non-contract employees. The employer shall have the right to change the insurance program and/or select an alternate carrier during the term of this agreement. Commencing with health insurance plan year 2017, and all plan years thereafter, the Employer shall have the right to change the premium structure, change the insurance program, and/or select an alternate carrier. The parties have agreed to meet and confer prior to the effectuation of substantive change.

C. Dental: The Employer will offer, without employee contribution, Single Basic Dental coverage to full or part-time employees who are 0.6 FTE or greater. The coverage shall become effective on the first of the month following successful
completion of ninety (90) days of employment upon entering or returning to an eligible status. If the employee wishes to obtain family dental coverage and if available under the rules of the carrier, the employee can obtain such coverage at his/her own expense if permitted by the carrier. It is agreed that the Employer reserves the right to change, alter and/or modify the dental coverage offered and/or select an alternative carrier during the term of this agreement. The Employer will notice the Union prior to implementing any change in dental benefits.

Section 4.

A. Group Life Insurance: Full and part-time employees who are 0.6 FTE or greater shall be eligible for enrollment in the Employer's group term life insurance program. The Employer shall pay the premium. The coverage shall be in the face amount of one hundred percent (100% of the employee’s annual base salary, computed on the employee’s regular rate of pay up to a maximum of $50,000.00). The coverage shall become effective on the first month following successful completion of ninety (90) days of employment and shall be subject to the terms of the insurance policy and the rules of the insurer.

B. Long-Term Disability Insurance: The Employer shall enroll all employees who are 0.6 FTE or greater in its Long Term Disability Insurance program. The Employer shall pay 100% of the premium for this insurance. The plan will pay 60% of the employee's monthly salary up to $5,000 per month after the employee has been disabled for 90 days.

ARTICLE 12 - UNION ACTIVITIES AND ACCESS TO PREMISES

Section 1. If any employee is selected to represent the Union at any International, State or District meeting of such Union, then such employee may be permitted leave from duty if such leave will not interfere with the operations of the Employer. Any employee so desiring leave shall request leave at least one (1) week in advance of the time for which leave is sought. Any employee to whom leave is granted under this section shall be granted such leave without pay, but shall not lose any rights or status under this Agreement because of such leave. Only one person from the bargaining unit may be on leave under this provision at any given time.

Section 2. Any Union representative desiring access to the premises shall first inform the Employer at the Administrator's office of his reason for being on the Hospital premises. Any activity conducted by such representative in carrying out the terms of this Agreement shall not interfere with the normal operations of the Hospital.
ARTICLE 13 - HOURS OF WORK

Section 1. Hours of Work: The normal work day shall consist of a scheduled shift of eight and one-half (8 ½) hours in any one day or ten and one-half hours (10 ½) in any one day. Employees shall receive two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid meal break. The above notwithstanding, the Employer may schedule employees for a straight eight (8), or more, hour shift with no unpaid meal break. The definition of a "regular day" and a "regular week" does not constitute a guarantee that this number of hours will be offered or available to the employee. All time worked in excess of eight (8) hours per day for those employees scheduled eight and one-half (8 ½) hours, or ten (10) hours per day for those employees scheduled ten and one-half (10 ½) hours, or in excess of eighty (80) hours in the pay period, shall be rated as overtime and paid for at the rate of time and one-half (1-1/2).

Section 2. Overtime: In the event the Employer needs to mandate overtime the Employer agrees to distribute overtime as equitably as possible among bargaining unit members consistent with the particular skills needed for specific projects.

Section 3. Shift Switching: Employees shall be permitted to switch shifts provided the switch does not incur overtime and the supervisor is informed prior to such switches.

Section 4. As far as practicable, consistent with efficient operation of the Hospital, employees will be scheduled with two (2) consecutive days off and under normal circumstances shall not be required to work after having completed a shift without at least ten (10) hours off.

Section 5. The normal work period will begin 11:00 p.m. on Sunday. Under normal operations, management will attempt to post work schedules for a full work period not later than the Thursday preceding such period which will begin on the following Monday. However, because of the nature of the Employer's operation and because the Employer's personnel needs are dictated by the census factor of patient's in the Hospital, the Employer retains the right to change a schedule in cases of emergencies for a temporary time period upon eight (8) hours' notice to the employee involved.

ARTICLE 14 - RIGHTS OF MANAGEMENT

The management of the Hospital and the direction of the working forces, the operation of the Hospital, including hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of employees in connection with any reduction or increase in the working forces, the scheduling of work, and the control and regulation of the use of all equipment and other property of the Hospital, are the exclusive functions of the Administration, provided, however, that the exercise of such functions of the Administration shall not conflict with or alter any of the provisions of this Agreement.
ARTICLE 15 - WAGE SCHEDULE

Section 1. The wage schedule for the employees covered by this contract in the respective classifications shall be as indicated in Schedule "A" attached to this Agreement.

Section 2. Employees who are required to be "on call" will be paid the rate of $3.40/hour on call pay effective July 1, 2014, $3.90/hour effective July 1, 2015, and $4.40/hour effective July 1, 2016.

A. Employees who are on-call and are called on their off hours for the purpose of consultation or call-in and are able to handle it over the phone, shall be paid at the appropriate rate in fifteen (15) minute increments.

For example, a phone call that lasts for three (3) minutes will result in fifteen (15) minutes of pay at the appropriate rate for that engineer called. If that engineer should get another call that same day that lasts for seven (7) minutes, that will result in another (15) minutes of pay at the appropriate rate for that engineer.

A phone call that lasts seventeen (17) minutes will result in thirty (30) minutes of pay at the appropriate rate for the engineer called.

Section 3. Employees who are called back to work after having completed a full shift of eight (8) hours in the Hospital will be guaranteed a minimum of one and one half (1-1/2) hours of pay at one and one-half (1-1/2) times their hourly rate of pay. If an employee is called back on a compensable holiday as stated in Article 5.1, they will be paid a minimum of one and one-half (1-1/2) hours of pay or actual hours worked at two (2) times the hourly rate of pay.

A. Boiler checks shall be paid at a one (1) hour minimum or actual hours worked at one and one half times the hourly rate of pay. The minimum pay of one (1) hour for a boiler check will not be added to the one and one half (1-1/2) hours’ call back minimum for the same call back or vice versa.

Section 4. Employees required to work a shift other than a normal day shift shall be paid a shift premium of fifty cents ($0.50) per hour for all hours worked.

Section 5. License of Record: The employee who is recognized by the Employer as holding the boiler license of record as required by the State of Minnesota shall receive fifty cents ($0.50) per hour for all hours paid in addition to the employee's regular rate of pay.

Section 6. Uniforms: The Employer will continue its practice of providing one pair of blue coveralls for each engineer.
ARTICLE 16 - JOB DUTIES AND RESPONSIBILITIES

The designated Operating Engineer for the facility shall be responsible for the boilers, including but not limited to boiler checks and boiler general maintenance both during and outside regularly scheduled working hours, weekends and holidays. The junior Maintenance Engineer (if properly licensed) and the Senior Maintenance Engineer will be responsible for boiler checks outside regularly scheduled working hours, weekends and holidays on a rotating basis along with the Operating Engineer. The Junior Maintenance Engineer, and the Senior Maintenance will be responsible for all routine maintenance tasks assigned to them throughout the facility.

ARTICLE 17 - USE OF PERSONAL VEHICLE

Employees required to use their personal vehicles shall be compensated at the current IRS rate per mile for all miles driven at the request of the employer. Employees will not be required to use their personal vehicles for other than courier purposes. Employees shall be paid a minimum of two (2) miles for each round trip.

ARTICLE 18 - SUCCESSORSHIP

IUOE Local 70 will be notified in writing by the Employer at least thirty (30) days prior to any consolidation, merger, sale, partnership, and/or similar legal agreement (a "Transaction"). The Employer agrees that, as a condition of a transaction, the Employer will attempt to obtain a commitment from the other party or parties to the Transaction that the entity resulting from the Transaction will recognize the IUOE Local 70 as the representative of the covered employees and will meet with representatives of the IUOE Local 70 to negotiate regarding the effect of the Transaction on the covered employees.

ARTICLE 19 – SAVING CLAUSE

Saving Clause
In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated and all remaining portions of the Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating the provisions so invalidated.

ARTICLE 20 – DRUG AND ALCOHOL TESTING

The Essentia Health Policies and Procedures for Drug and Alcohol Testing Minnesota (Policy #EH A1035) effective May 2014, shall apply to employees covered by this agreement. A copy of the current policy in effect shall be made available to all employees.
ARTICLE 21 – EAST LOT PARKING

The on-call maintenance engineer and the “early start” maintenance engineer for the week shall be allowed to park in the east parking lot.

ARTICLE 22 - TERMINATION AND RENEWAL

Section 1. This contract shall be effective July 1, 2017, and shall continue and remain in force and effect until the thirtieth (30th) day of June, 2020, and from year to year thereafter unless either party hereto shall give written notice to the other on or before one-hundred twenty (120) days prior to the thirtieth (30th) day of June 2020, or any anniversary thereof, of such party's desire to inaugurate collective bargaining discussions over changes in or termination of this contract, which such party may desire. Such notice shall state the substance of the changes sought and where appropriate this notice shall also contain the wording of any language changes sought. If notice is so given, the parties shall meet within thirty (30) days of the receipt of such notice to discuss the requested modifications or termination.

Section 2. No Strikes, No Lockouts

A. The Union agrees that during the term of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), picketing, stoppages, or slowdown of work by the Union or any of its members, and the Employer agrees that during the term of this Agreement there shall be no lockouts by the employer.
Schedule “A”

Junior Maintenance Engineer – “Minimum of a Special License”

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Employees promoted from Junior Maintenance Engineer to Senior Maintenance Engineer shall be moved to a Pay Grade that creates a minimum of 10% increase above his/her rate at the time of advancement.

Senior Maintenance Engineer – “Minimum of 2nd Class “B” License”

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Effective July 1, 2018 – 1% wage increase
Effective July 1, 2019 – 0.5% wage increase

Employees will receive a one-time $120.00 payment intended for purchase of uniforms. Payment will be added to regular paycheck. This will be paid out no later than first full pay period in August 2017.

Lead Engineer

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Employees promoted from Senior Maintenance Engineer to Lead Engineer shall be moved to a Pay Grade that creates a minimum of 10% increase above his/her rate at the time of advancement. The Employer will have sole discretion in the selection of the Lead Engineer and the determination of whether or not a Lead Engineer position is needed.