AGREEMENT

between

UNIVERSITY OF MINNESOTA MEDICAL CENTER
FAIRVIEW – EAST BANK

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

May 1, 2017 through April 30, 2020
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AGREEMENT

This Agreement is entered into and is effective on the 1st day of May, 2017, by and between the University of Minnesota Medical Center, Fairview-East Bank, hereinafter referred to as the Employer, and International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full time and regular part time skilled maintenance employees employed by the Employer at the University of Minnesota Medical Center, Fairview-East Bank in Minneapolis, Minnesota, but excluding all other office clerical employees, professional employees, managers, confidential employees, guards, and supervisors as defined in the National Labor Relations Act, and all other employees.

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 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 comply with the union security clause 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 Within twenty-four (24) hours after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee’s name, address, work classification, and date of hiring.

ARTICLE 3 – RESPONSIBILITIES OF EMPLOYEES

3.1 It is mutually agreed that the employees 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 AND ARBITRATION

4.1 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 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 Employer's 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 During the life of this Agreement there shall be no strike or lockout or concerted interference with operations. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement. The Employer in its sole discretion may discipline any employee participating in a violation of this Article, and such discipline need not be equal. In the event a dispute over discipline is referred to arbitration, the jurisdiction of the arbitrator shall be limited to determining whether the employee participated in the prohibited action, and the arbitrator shall have no jurisdiction to substitute his judgment for the Employer's as to the penalty imposed.

ARTICLE 6 – SENIORITY

6.1 Definitions.

a. Employer Seniority. Employer seniority shall be established as of the employee’s most recent date of hire with the Employer.

b. Bargaining Unit Seniority. Bargaining unit seniority shall be established as of the employee’s most recent date of hire with the Employer at the East Bank in the bargaining unit.

c. Classification Seniority. Classification seniority shall be established as of the employee’s most recent date of employment with the Employer in a particular classification at the East Bank in the bargaining unit.

6.2 Seniority.

a. Computation. Seniority will be based on an employee’s length of continuous service since his/her most recent date of hire in the areas defined in this Article. Regardless of date of hire, full-time employees will have seniority rights over part-time employees. Should a full-time employee reduce 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 an individual’s seniority date subject to the limitations set forth in this collective bargaining agreement. Employees covered by this agreement, upon successful completion of the initial probationary period, will be entitled to seniority from their most recent date of hire.

b. **Loss of Seniority.** Seniority will be lost by any of the following:

1. Quit;
2. Discharge for cause;
3. Failure to return from an approved leave of absence at the time prescribed;
4. 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;
5. Layoff for twelve (12) months. Provided, however, an employee on layoff status may annually extend his or her seniority for an additional twelve (12) months by giving written notice to the Hospital and the Union by certified mail within thirty (30) days before the expiration of the anniversary of the layoff;
6. Failure to report to work without notice for three (3) consecutive working days without notifying his/her supervisor; or
7. Upon retirement.

6.3 **Openings.** Qualifications shall determine the selection of employees for openings. When employees possess the requisite qualifications in a substantially equal manner, job classification seniority shall govern in the selection of employees for openings.

6.4 **Layoff and Recall.**

a. When a reduction in the workforce becomes necessary, it will be by classification. The employee in the affected classification with the least classification seniority shall be the employee laid off. In the event a layoff becomes necessary, the Employer will notify the Union and the employee(s) 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.

b. Employees shall be recalled in reverse order of layoff. The Employer will notify the employee of recall at the employee’s last known address. It is the employee’s responsibility to notify the Employer of any address change during a layoff period.

6.5 **Benefit Eligibility.** Employer seniority shall be used in determining an employee’s eligibility for fringe benefits under this Agreement, unless stated otherwise.

6.6 **Seniority When Working Out of Unit.** When a bargaining unit employee is offered and accepts a position with the Employer that is outside the jurisdiction of this Agreement, the employee’s accrued bargaining unit seniority (and classification seniority) will be frozen. If the employee returns to an open bargaining unit position within twelve (12) months, the employee will be credited with his/her frozen seniority. If the employee returns to an open bargaining unit position after twelve (12) months, but within twenty-four (24) months, he/she will only be credited with fifty percent (50%) of his/her frozen seniority. An employee who is out of the bargaining unit for more than twenty-four (24) months will lose the seniority rights established before leaving the unit.

**ARTICLE 7 – JOB POSTING AND PROMOTION**

7.1 When an opening occurs in a particular classification, said opening will be bulletinied for seven (7) calendar days, and present employees within the specific classification will be given first opportunity to apply. If no qualified employee in the classification where the opening occurs applies for said opening, then employees in other classifications shall be given the opportunity to apply. Applications of the foregoing shall also apply to transfer 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.

7.4 Limited Return Rights. An employee may return to his or her former classification within the first thirty (30) days after being awarded a position in a different classification provided the vacant position in the former classification has not yet been filled.

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 one-half (½) accrued but unused paid time off benefits to which the employee might otherwise be entitled.

8.2 No employee shall be disciplined except for just cause. Copies of all decision-making leave/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 – PROBATION PERIOD AND TEMPORARY EMPLOYEES

9.1 The first ninety (90) calendar days of employment for a new employee shall be a probationary period. Employees may be terminated with or without cause during the probationary period. The Employer shall assess and document the employee’s performance in the first 30 – 60 days of the probation period. The Employer may extend the probationary period prior to the expiration of the probationary period anytime up to eighty-three (83) days provided in the event the Employer does not notify the Union of the extension, the employee shall be deemed as completing the probationary 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**

**10.1** The following classifications of employees are covered by this Agreement:

- Maintenance Engineer
- Radiological Equipment Service Specialist
- Linear Accelerator Services Specialist
- Bio Medical Technician Level 1
- Bio Medical Technician Level 2
- Bio Medical Technician Level 3
- Senior Bio Medical Technician Level 4
- Senior Bio Medical Technician Specialist Level 5
- Imaging Equipment Specialist
- Senior Imaging Equipment Specialist

**10.2** When an Employer assigns an employee 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 Employee differential pay of 2.6% of the engineer base wage 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.

**10.3** The Hospital will determine the duties and relevant qualifications for any Lead Employee 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 Employee.
ARTICLE 11 – WAGES

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

Maintenance Engineers
Effective with the pay period commencing closest to May 1, 2017 $32.88
Effective with the pay period commencing closest to May 1, 2018 $33.54
Effective with the pay period commencing closest to May 1, 2019 $34.21

Biomedical Electronic Technician
BMET – graduate with less than one year continuous employment as BMET
Effective with the pay period commencing closest to May 1, 2017 $27.82
Effective with the pay period commencing closest to May 1, 2018 $28.38
Effective with the pay period commencing closest to May 1, 2019 $28.95

BMET – graduate after one year continuous employment as BMET
Effective with the pay period commencing closest to May 1, 2017 $30.19
Effective with the pay period commencing closest to May 1, 2018 $30.79
Effective with the pay period commencing closest to May 1, 2019 $31.41

BMET – graduate with greater than two years of continuous employment as BMET
Effective with the pay period commencing closest to May 1, 2017 $32.19
Effective with the pay period commencing closest to May 1, 2018 $32.83
Effective with the pay period commencing closest to May 1, 2019 $33.49

Sr BMET – graduate with greater than four years of continuous employment as BMET
Effective with the pay period commencing closest to May 1, 2017 $33.57
Effective with the pay period commencing closest to May 1, 2018 $34.24
Effective with the pay period commencing closest to May 1, 2019 $34.92

Sr BMET Specialist – with greater than four years of continuous employment as BMET, ability to work in all general biomed areas, share on-call duty, advanced training and working on specialty equipment in one of the specialty areas (Dialysis or Surgery)
Effective with the pay period commencing closest to May 1, 2017 $35.24
Effective with the pay period commencing closest to May 1, 2018 $35.94
Effective with the pay period commencing closest to May 1, 2019 $36.66

Sr BMET Specialist – with greater than ten years of continuous employment as a BMET (at least four (4) years at a senior specialist level or equivalent), ability to work in all general biomed areas, share on-call duty, advanced training, working on specialty equipment in one of the specialty areas (Dialysis or Surgery), and has achieved the objectives of their advanced development plan
Effective with the pay period commencing closest to May 1, 2017 $35.94
Effective with the pay period commencing closest to May 1, 2018 $36.66
Effective with the pay period commencing closest to May 1, 2019 $37.39
**Imaging Equipment Specialist**
RAD, Fluoro, Ultrasound, Mammo, NucMed – with less than one year of continuous employment as an Imaging Equipment Specialist
Effective with the pay period commencing closest to May 1, 2017  $32.19
Effective with the pay period commencing closest to May 1, 2018  $32.83
Effective with the pay period commencing closest to May 1, 2019  $33.49

**Imaging Equipment Specialist**
RAD, Fluoro, Ultrasound, Mammo, NucMed – with one year of continuous employment as an Imaging Equipment Specialist
Effective with the pay period commencing closest to May 1, 2017  $33.57
Effective with the pay period commencing closest to May 1, 2018  $34.24
Effective with the pay period commencing closest to May 1, 2019  $34.92

**Imaging Equipment Specialist**
RAD, Fluoro, Ultrasound, Mammo, NucMed – with two years of continuous employment as an Imaging Equipment Specialist
Effective with the pay period commencing closest to May 1, 2017  $36.76
Effective with the pay period commencing closest to May 1, 2018  $37.50
Effective with the pay period commencing closest to May 1, 2019  $38.25

**Imaging Equipment Specialist**
RAD, Fluoro, Ultrasound, Mammo, NucMed – with four years of continuous employment as an Imaging Equipment Specialist
Effective with the pay period commencing closest to May 1, 2017  $38.17
Effective with the pay period commencing closest to May 1, 2018  $38.93
Effective with the pay period commencing closest to May 1, 2019  $39.71

**Imaging Equipment Specialist**
RAD, Fluoro, Ultrasound, Mammo, NucMed – with four years of continuous employment and advanced training as an Imaging Equipment Specialist
Effective with the pay period commencing closest to May 1, 2017  $39.57
Effective with the pay period commencing closest to May 1, 2018  $40.36
Effective with the pay period commencing closest to May 1, 2019  $41.17

**Senior Imaging Equipment Specialist**
IR, CT, CV, MRI, LinAcc – with less than one year of continuous employment as a Senior Imaging Equipment Specialist
Effective with the pay period commencing closest to May 1, 2017  $35.24
Effective with the pay period commencing closest to May 1, 2018  $35.94
Effective with the pay period commencing closest to May 1, 2019  $36.66

**Senior Imaging Equipment Specialist**
IR, CT, CV, MRI, LinAcc – with one year of continuous employment as a Senior Imaging Equipment Specialist
Effective with the pay period commencing closest to May 1, 2017  $35.94
Effective with the pay period commencing closest to May 1, 2018 $36.66
Effective with the pay period commencing closest to May 1, 2019 $37.39

**Senior Imaging Equipment Specialist**
*IR, CT, CV, MRI, LinAcc – with two years of continuous employment as a Senior Imaging Equipment Specialist*
Effective with the pay period commencing closest to May 1, 2017 $38.87
Effective with the pay period commencing closest to May 1, 2018 $39.65
Effective with the pay period commencing closest to May 1, 2019 $40.44

**Senior Imaging Equipment Specialist**
*IR, CT, CV, MRI, LinAcc – with four years of continuous employment as a Senior Imaging Equipment Specialist*
Effective with the pay period commencing closest to May 1, 2017 $40.28
Effective with the pay period commencing closest to May 1, 2018 $41.09
Effective with the pay period commencing closest to May 1, 2019 $41.91

**Senior Imaging Equipment Specialist**
*IR, CT, CV, MRI, LinAcc – with four years of continuous employment and advanced training as a Senior Imaging Equipment Specialist*
Effective with the pay period commencing closest to May 1, 2017 $41.91
Effective with the pay period commencing closest to May 1, 2018 $42.75
Effective with the pay period commencing closest to May 1, 2019 $43.61

11.2 **Shift Differential.** Employees required to work the regularly scheduled afternoon or night shift shall receive an additional ninety cents ($0.90) per hour for the afternoon shift, ninety five cents ($0.95) per hour for nights.

11.3 **Weekend Premium.** Employee shall receive premium pay at the rate of fifty cents (50¢) per hour for each hour worked during a period of six (6) consecutive shifts commencing with the Employee’s regular Friday night shift.

11.4 **On-Call Pager Pay.** Employees shall receive $3.50 per hour when designated by the Employer to receive on-call pager pay.

11.5 **Work at Home.** Employees who are not on-call and are requested by the Employer to work at home shall be compensated at their regular rate of pay or at an overtime rate as required by the contract. Employees so required to work will be paid a minimum of one-half (1/2) hour, or actual time, whichever is greater.
ARTICLE 12 – HOURS

The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The regular work day will be eight (8) hours. An employee required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any work day shall be paid at one and one (1-1/2) times his or her regular rate of pay for all excess time so worked. All hours worked after twelve (12) consecutive hours in any work day shall be paid at two (2) times the employee’s regular rate of pay. Overtime payments shall not be pyramided.

12.2 Employees required to work on any of the following seven (7) holidays will be paid time and one-half for hours worked: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A holiday shall be considered to be a twenty-four (24) hour period.

12.3 Employees called back to work by the Employer on the employee’s regularly scheduled day off or employees who have completed their shift and have left the Hospital and who are called back to work shall be guaranteed a minimum of four (4) hours’ straight time pay or one and one-half (1-1/2) pay for all hours worked, whichever is greater.

12.4 The Employer may also establish a flexible work schedule for certain employees providing for work in excess of eight (8) hours per day. If a flexible work schedule is established, the basic work period shall be forty (40) hours per week. An employee working a flexible schedule shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 12.1. Accordingly, no overtime shall be paid for an employee working a flexible work schedule for hours in excess of eight (8) hours in any work day.

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 – PAID TIME OFF

Employees covered by this Collective Bargaining Agreement shall be eligible for coverage under the Fairview paid time off policy.

ARTICLE 14 – OTHER LEAVES OF ABSENCE

14.1 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 partners, step parents, step children, step brothers and step sisters) for the purpose of bereavement or memorial service for the deceased. Bereavement leave days are mutually agreed to by the employer and the employee. For purpose of this Article, domestic partner shall be treated as spouse.

14.2 Employees shall be granted a leave of absence with pay for jury duty, up to two (2) weeks in each calendar year. Pay for jury duty will be based on an employee’s regular straight time rate, less the amount received for jury duty.

ARTICLE 15 – HOSPITAL, MEDICAL, AND DENTAL BENEFITS

15.1 Employer will pay eighty-five percent (85%) of the monthly cost of employee coverage for hospital and medical benefits pursuant to the Employer’s non-contract hospital and medical benefits plans. Any changes in such plans shall also be applicable to employees covered by this Agreement. The Employer shall advise the union of any premium increases in said plans as soon as the Employer receives notice of such increase.

15.2 The Employer may offer to employees any HMO option which the Employer may elect. Effective May 1, 2005, the Employer will pay (75%) of the monthly cost of family coverage for hospital and medical benefits pursuant to the Employer’s non-contract hospital and medical benefits plans.

15.3 It is further agreed that 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 and medical benefits for
dependents of employees.

15.4 The Employer will pay the full cost for single dental coverage. The Employer will pay up to the amount of single coverage toward the family premium.

**ARTICLE 16 – LONG-TERM DISABILITY INSURANCE**

16.1 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:

16.1.1 Employees shall receive sixty-five percent (65%) of covered monthly compensation up to a maximum of six thousand seven hundred and eighty dollars ($6,780.00) per month of such compensation. No benefit provided under this section shall exceed four thousand four hundred and ten dollars ($4,410.00) 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.

16.1.2 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)</th>
</tr>
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<tbody>
<tr>
<td>Under 62</td>
<td>To age 65 (but not less than 42 months)</td>
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<tr>
<td>62</td>
<td>42 months</td>
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<td>63</td>
<td>36 months</td>
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<td>18 months</td>
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<td>68</td>
<td>15 months</td>
</tr>
<tr>
<td>69</td>
<td>12 months</td>
</tr>
</tbody>
</table>
16.1.3 Employees shall be covered by the plan on the first day of the month following the completion of their probationary period.

16.1.4 Benefit payments will commence after a qualifying period of ninety (90) days.

16.1.5 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 17 – LIFE INSURANCE

17.1 The Employer shall provide and pay the cost of a group term life insurance plan in the amount of $60,000. Coverage is subject to benefit reduction post age 65. Employees may purchase additional employee optional life insurance consistent with the Fairview Life Insurance Plan.

ARTICLE 18 – PENSION

18.1 Effective May 1, 1998, employees will gain participation in the IUOE Central Pension Fund. Employees will cease participation in the Fairview Non-Contract Pension Plan on April 30, 1998. It is understood that when participation in the Fairview Non-Contract Pension Fund ceases, all monies of employees covered by this Agreement which are then in the Fund will remain in the Fund. To the extent an employee who is covered by this Agreement continues to be employed by the Employer without break, such employee will be allowed to become vested in the Fairview Non-Contract Fund after seven (7) years of continuous employment by the Employer.

18.2 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 months for all employees covered by this Agreement.

Effective May 1, 2017   $2.57
18.3 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.

18.4 The Employer designates as his employer representatives of said Fund trustees as they are 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 19 – AMENDMENT PROVISION

19.1 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 30. 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 20 – FEDERAL, STATE, AND LOCAL LAWS

20.1 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 21 – LABOR MANAGEMENT MEETINGS

21.1 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 Employer's representative. Appropriate subjects shall be discussed at the request of either party and may include consideration of classification disputes.

ARTICLE 22 – MANAGEMENT RIGHTS

22.1 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 Employer. 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 Employer 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 23 – EDUCATIONAL DEVELOPMENT

23.1 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 two thousand dollars ($2,000) 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.

**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 (100%) percent 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.

Effective January 1, 2018, 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 three thousand dollars ($3,000) per year for educational development.

**23.2** Employees covered by this Collective Bargaining Agreement shall be eligible for travel reimbursement under the Fairview Travel Policy in effect at the time.

**23.3** 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 24 – MERGERS

If a hospital merges with another contracting hospital, or closes, or has business restructuring during the term of this agreement, the parties shall meet and negotiate with respect to the effects of the action upon the bargaining unit employees.

ARTICLE 25 – HOSPITAL SYSTEM TRANSFERS

25.1 Employees who are accepted for employment at another contracting Hospital within the same hospital system shall retain accrued paid time off benefits. To the extent permitted by the applicable plans, waiting periods will be waived for the benefit plans described in this Agreement. The provisions of this Article shall not include carryover of seniority under Article 6 of this Agreement.

ARTICLE 26 – PARKING CHARGES

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

ARTICLE 27 – REPAIR OR MAINTENANCE OF SYSTEMS AND EQUIPMENT AND ASSIGNMENT OF BARGAINING UNIT EMPLOYEES

27.1 The Union recognizes that the areas of skilled maintenance, biomedical electronics, and radiological services are constantly and rapidly changing, and that patient safety is a primary concern of both the Employer and the Union in the repair and maintenance of mechanical, radiological, and biomedical electronic systems and equipment. When employees covered by this Agreement do not have the specific knowledge or experience or skills necessary to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer, the Employer retains the right, at its own discretion, to continue utilizing the manufacturer or any outside repair service to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer.
The Employer also retains the right to use the manufacturer or outside repair service to protect any and all warranties, and to utilize service contracts offered by the manufacturer for the repair and maintenance of any newly purchased equipment for economic or safety reasons or while the requisite skills are being developed in-house. It is understood that issues which arise concerning the implementation of this paragraph may be discussed during labor management meetings.

27.2 The Union and the Employer recognize that the Employer has the right to assign bargaining unit employees to perform work at facilities other than University of Minnesota Medical Center, Fairview-East Bank providing that another Local 70 bargaining unit is not engaged in lawful strike activity at those locations. The Union agrees that the Employer retains the right to discontinue those assignments with no obligation to bargain over such decision, or the effects of such decision. The decision to discontinue assigning unit employees to perform work at other facilities will be at the sole discretion of the Employer. The Employer need not provide advance notice of its decision.

To the extent that the Employer assigns bargaining unit employees to perform work at facilities other than University of Minnesota Medical Center, Fairview East Bank or West Bank, upon the request of either the Union or the affected bargaining unit member, the Employer agrees to meet and discuss with the Union issues related to travel expenses, transportation, and compensation.

**ARTICLE 28 – SUPERVISORS**

28.1 When there are circumstances such as emergencies, temporarily increased workloads, other shortages of staff that are coincidental in nature, or when employees covered by this Agreement do not have the specific knowledge, experience, or skills necessary to repair or maintain any of the mechanical, radiological, or biomedical electronic systems utilized by the Employer, supervisors may perform bargaining unit work. This provision shall not be used to diminish the size of the bargaining unit.
ARTICLE 29 – ENTIRE UNDERSTANDING

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

ARTICLE 30 – TERM OF AGREEMENT

30.1 This Agreement shall be in effect from May 1, 2017, up to and including April 30, 2020 and from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the annual expiration date of its intention to change, modify, or terminate this Agreement.
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

For: University of Minnesota Medical Fairview-East Bank

Carolyn Jacobson, Chief Human Resources Officer

For: International Union of Center, Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Paul Lindquist, Steward

Roy Erickson, Steward

3/31/18
Date:

4/16/18
Date:

SM/jcb/opeiu#12
Contract/Fairview East Bank
LETTER OF AGREEMENT #1

University of Minnesota Medical Center, Fairview-East Bank, 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:

Clothing from the provider of the Employer's choice will be provided by the Employer for each engineer each year as follows:

1. Five (5) shirts which the engineer will then be required to wear as a uniform, or
2. Five (5) sets of clothing (shirts and pants) which the engineer will then be required to wear as a uniform.
3. Current employees who have not received a hospital provided jacket will receive one jacket with the employee's name employer's logo on it. New hires will be provided one jacket upon hire. Replacement jackets and bib overalls will be provided based on one (1) bib overall or one (1) jacket equals one (1) set of clothing (shirt and pants).

For purposes of this agreement, one (1) set of coveralls equals two (2) units of clothing.

University of Minnesota Medical Center, Fairview-East Bank

Carolyn Jacobson, Chief Human Resources Officer

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Paul Lindquist, Steward

Roy Erickson, Steward

3/1/18

Date:

SM/jcb/opeiu#12

4/16/18

Date:
LETTER OF AGREEMENT #2

University of Minnesota Medical Center, Fairview- East Bank, 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:

It is hereby agreed that effective May 1, 2011, employees on the West Bank, East Bank, and Southdale Campus who are covered by the Union collective bargaining agreement shall be eligible for the Non-Contract/Local 70 Married Rate for Health and Dental insurance coverage provided they meet the eligibility requirements and provided the program is in existence for non-contract employees.

University of Minnesota Medical Center, Fairview-East Bank

[Signature]
Carolyn Jacobson, Chief Human Resources Officer

International Union of Operating Engineers, Local No. 70

[Signature]
David Monsour, Business Manager

[Signature]
Scott Marsyla, Business Representative

[Signature]
Pavel Lindquist, Steward

[Signature]
Roy Erickson, Steward

3/31/16
Date:

4/16/18
Date:

SM/jcb/opeiu#12
NON-CONTACT/LOCAL 70 MARRIED RATE AGREEMENT

You are eligible for a special Non-Contract Local 70 married family rate if you meet all of the following requirements:
1. Legally married to another Fairview employee; and
2. Both employees are either a Non-Contract or Local 70 employee; and
3. Both employees are benefit eligible.

It is your responsibility to contact the Benefits Representative at your location in order to receive this benefit.

Name_________________________ Social Security #___________

Location__________ Position________ Date of Hire________

Spouse's Name___________________ Social Security #___________

Location__________ Position________ Date of Hire________

Effective date would be one of the following:
1. The date of marriage; or
2. The date the later of the two employees becomes effective for Non-Contract/Local 70 health and/or dental coverage; or
3. The first of the month after the employee notifies their Benefits Representative.

The spouse with the longest length of service in the organization must carry the coverage.

It is your responsibility to notify your Benefits Representative of any changes that could change eligibility for this benefit, such as:
1. Spouse's termination of employment; or
2. Divorce; or
3. Either employee changes to union contract status (other than Local 70); or
4. Either spouse loses benefit-eligible status.

I hereby certify that I meet the qualifications stated above. I understand that it is my responsibility to notify the Benefits Representative at my location of any benefit eligibility changes that would invalidate this benefit. I also understand that if I am no longer eligible for this benefit, I will be responsible for any premiums that may be due because of my ineligibility.

Signature_________________________ Date________________

27
For employer use only:

Employee Person #______________ Orig I.D.______________

Spouse Person #______________ Org I.D.______________
LETTER OF AGREEMENT #3

This letter of agreement is entered into between the University of Minnesota Medical Center, Fairview- East Bank, and Local 70 of the International Union of Operating Engineers. This confirms that we have agreed as follows:

1. Because maintenance engineers at the West Bank are also represented by Local 70, upon the request of the Union, the University of Minnesota Medical Center, Fairview agrees to meet and discuss the impact upon the maintenance engineers of their assignment from the East Bank to the West Bank, or vice versa.

2. The employer will provide up to $22,000.00 per year, as needed, for training biomedical technicians and radiological service specialists. This training shall be distributed as equitable as possible among biomedical technicians and radiological service specialists. The calculation of this training cost shall include employee wages, travel, lodging, tuition, and meals. It is further understood that training and tuition costs negotiated as part of the purchase of equipment will be included in this calculation of training costs. This provision does not prohibit the Employer from exceeding the amount for training specified in this paragraph.

University of Minnesota Medical Center, Fairview-East Bank
Carolyn Jacobson, Chief Human Resources Officer

International Union of Operating Engineers, Local No. 70
David Monsour, Business Manager
Scott Marsyla, Business Representative
Paul Lindquist, Steward
Roy Erickson, Steward

Date: 4-16-18

SM/jcb/opeiu#12
LETTER OF AGREEMENT #4

University of Minnesota Medical Center, Fairview – East Bank, 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:

The following two (2) new job classifications will be added to the Local 70 University of Minnesota Medical Center – Fairview – East Bank Collective Bargaining Agreement for the primary purpose of providing services at the University of Minnesota Medical Center – Fairview – East Bank and Fairview Southdale Hospital at the wage levels indicated below:

Effective May 1, 2017

Imaging Equipment Specialist
RAD, Fluoro, Ultrasound, Mammo, NucMed

<table>
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<th>Equipment Time</th>
<th>Equipment Time</th>
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</thead>
<tbody>
<tr>
<td>0 &lt; 1 year</td>
<td>$32.19</td>
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<tr>
<td>1 &lt; 2 years</td>
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<tr>
<td>4 years</td>
<td>$38.17</td>
</tr>
<tr>
<td>4 years*</td>
<td>$39.57</td>
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</tbody>
</table>

Senior Imaging Equipment Specialist
IR, CT, CV, MRI, LinAcc

<table>
<thead>
<tr>
<th>Equipment Time</th>
<th>Equipment Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 &lt; 1 year</td>
<td>$35.24</td>
</tr>
<tr>
<td>1 &lt; 2 years</td>
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<td>2 years</td>
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<td>4 years</td>
<td>$40.28</td>
</tr>
<tr>
<td>4 years*</td>
<td>$41.91</td>
</tr>
</tbody>
</table>

*Provided the technician has achieved the objectives of their advanced development plan.

The regular schedule will have set start and end times Monday through Friday days with adjustments when needed to perform preventive maintenance. On-Call Pager coverage will be rotated amongst the Radiology Equipment Services staff covered by this agreement. There will be no additional expenses
for parking beyond the normal and customary charges at the employee's primary site.

For purposes of these job classifications, when employees covered by this Agreement do not have the specific knowledge or experience or skills necessary to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer, the Employer retains the right, at its own discretion, to continue utilizing the manufacturer or any outside repair service or other Fairview employee to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer.

The initial postings for these job classifications will occur around June 1, 2010. Positions for these job classifications will be awarded to the most qualified applicant. If a current Fairview employee is awarded a position in the initial postings for these job classifications, seniority for that individual will be the employee’s most recent date of hire with Fairview.

Except as otherwise provided herein, all other provisions of the Local 70 University of Minnesota Medical Center – Fairview – East Bank Collective Bargaining Agreement shall apply.

**University of Minnesota Medical Center, Fairview-East Bank**

Carolyn Jacobson, Chief Human Resources Officer

**International Union of Operating Engineers, Local No. 70**

David Monsour, Business Manager

Scott Marsyla, Business Representative

Paul Lindquist, Steward

Roy Erickson, Steward

3/1/18

Date:

4-16-58

Date:
LETTER OF AGREEMENT #5

University of Minnesota Medical Center, Fairview-East Bank, 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:

The following employees will be added to the existing Local 70 University of Minnesota Medical Center, Fairview-East Bank bargaining unit:

- Dan Crissman, Biomedical Technician
- Matthew Prato, Biomedical Technician
- Patrick Gallagher, Biomedical Technician
- Terrence Westra, Senior Biomedical Technician Specialist
- Tim Sweeney, Senior Biomedical Technician Specialist

The terms of the University of Minnesota Medical Center, Fairview-East Bank Collective Bargaining Agreement will apply to these individuals listed herein and other full-time or part-time Biomedical Technicians employed by the Employer at its facility located at 2450 Riverside Ave, Minneapolis, MN; excluding service and maintenance employees, professional employees, confidential employees, guards and supervisors, as defined in the Act, and all other employees except to the extent that different terms are established by virtue of paragraphs 1 through 8 below.

1. Seniority for all categories for the employees specifically identified herein will be defined as the employee's most recent hire date with Fairview.

2. The probationary period in Article 9 may be extended by the Hospital provided notice has been sent to the Union prior to the expiration of the probationary period. Provided that in the event the Employer does not notify the Union of any extension, the employee shall be deemed as completing the initial probationary period.

3. Article 10 shall be revised to include the following job classifications:
   - Biomedical Technician
   - Senior Biomedical Technician
   - Senior Biomedical Technician Specialist

4. Wage increases to be determined during contract negotiations, establishing the increase and the date of the increase.

5. Add the following language to the contract for clarification purposes only:
   The regular schedule will have set start and end times Monday through Friday days with adjustments when needed to perform preventative maintenance. On-Call Pager coverage will be rotated amongst the Biomedical Technician staff covered by this Agreement.
There will be no additional expenses for parking beyond the normal customary charges at the employee's primary site.

For purposes of these job classification, when employees covered by this Agreement do not have the specific knowledge or experience or skills necessary to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer, the Employer retains the right, at its own discretion, to continue utilizing the manufacturer or any outside repair service or other Fairview employee to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer.

The Union of the Employer recognize that the Employer has the right to assign bargaining unit employees to perform work at facilities other than the University of Minnesota Medical Center, Fairview-East Bank providing that another Local 70 bargaining unit is not engaged in lawful strike activity at those locations. The Union agrees that the Employer retains the right to discontinue those assignments with no obligation to bargain over such decision, or the effects of such decision. The decision to discontinue assigning bargaining unit employees to perform work at other facilities will be at the sole discretion of the Employer. The Employer need not provide advance notice of its decision.

6. The following language shall be added to Article 20 for the Biomedical Technician job classification covered by this Agreement:
   Biomedical Technicians covered by this Agreement authorize to work forty (40) hours or more per two (2) week pay period shall continue to participate in the same retirement plan as the non-contract employees as the plan may exist and may be amended from time to time through December 31, 2014.

   Effective January 1, 2015, the parties hereby agree that the Biomedical Technicians covered under this Agreement will solely be covered and participate in the same retirement plan that is in effect in the International Union of Operating Engineers Local Number 70 Collective Bargaining Agreement for the University of Minnesota Medical Center, Fairview-East Bank as of January 1, 2015.

7. For clarification purposes only, the Letters of Agreement on page 24 of the current Collective Bargaining Agreement covering Engineers Uniforms does not apply to the Biomedical Technicians.

8. If the Employer changes the current dress code requirements for the Biomedical Technician job classifications, the Hospital agrees to meet and
negotiate as provided for by applicable law with the Union regarding the change upon the request of the Union.

9. The following language shall be added to Article 11.4 for the Biomedical Technician job classifications covered by this Agreement:

Biomedical Technicians shall continue to receive five dollars and fifty cents ($5.50) per hour when designated by the Employer to receive on-call pager pay through December 31, 2014.

Effective January 1, 2015, the parties hereby agree that the Biomedical Technicians covered under this Agreement will receive the on-call pager pay rate that is in effect in the International Union of Operating Engineers Local Number 70 Collective Bargaining Agreement for the University of Minnesota Medical Center, Fairview-East Bank as of January 1, 2015.

Except as otherwise provided herein, all other provisions of the Local 70 University of Minnesota Medical Center, Fairview-East Bank Collective Bargaining Agreement shall apply.

University of Minnesota Medical Center, Fairview-East Bank

Carolyn Jacobson, Chief Human Resources Officer

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Paul Lindquist, Steward

Roy Erickson, Steward

Date:

3/6/13

4/16/13

SM/jcb/opeiu#12
LETTER OF AGREEMENT #6

University of Minnesota Medical Center, Fairview – East Bank, 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:

The Laboratory Equipment Specialist job classification will be added to the Local 70 University of Minnesota Medical Center Fairview – East Bank Collective Bargaining Agreement for the primary purpose of providing services at the University of Minnesota Medical Center Fairview – East Bank at the wage level indicated below.

Laboratory Equipment Specialist – with less than one year of continuous employment as a Laboratory Equipment Specialist

  Effective with the pay period commencing closest to May 1, 2018  $32.83
  Effective with the pay period commencing closest to May 1, 2019  $33.49

Laboratory Equipment Specialist – with one year of continuous employment as a Laboratory Equipment Specialist

  Effective with the pay period commencing closest to May 1, 2018  $34.24
  Effective with the pay period commencing closest to May 1, 2019  $34.92

Laboratory Equipment Specialist – with two years of continuous employment as a Laboratory Equipment Specialist

  Effective with the pay period commencing closest to May 1, 2018  $37.50
  Effective with the pay period commencing closest to May 1, 2019  $38.25

Laboratory Equipment Specialist – with four years of continuous employment as a Laboratory Equipment Specialist

  Effective with the pay period commencing closest to May 1, 2018  $38.93
  Effective with the pay period commencing closest to May 1, 2019  $39.71

Laboratory Equipment Specialist – with four years of continuous employment as a Laboratory Equipment Specialist and advanced training as a Laboratory Equipment Specialist

  Effective with the pay period commencing closest to May 1, 2018  $40.36
  Effective with the pay period commencing closest to May 1, 2019  $41.17

The initial posting for this job classification will occur around September 28, 2018. Positions for this job classification will be awarded to the most qualified applicant. If a current Fairview employee is awarded a position in the initial posting for this job classification, seniority for that individual will be the employee’s most recent date of hire with Fairview.
For purposes of this job classification, when employees covered by this Agreement do not have the specific knowledge or experience or skills necessary to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer, the Employer retains the right, at its own discretion, to continue utilizing the manufacturer or any outside repair service or other Fairview employee to repair or maintain any of the mechanical, radiological, or biomedical electronic systems or equipment utilized by the Employer.

Except as otherwise provided herein, all other provisions of the Local 70 University of Minnesota Medical Center Fairview – East Bank Collective Bargaining Agreement shall apply.

University of Minnesota Medical Center, Fairview-East Bank

John Erickson, System Director of Labor Relations

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Paul Lindquist, Steward

10/02/18

Date

10/2/18

Date