AGREEMENT

between

FAIRVIEW SOUTHDALE HOSPITAL

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

May 1, 2017 through April 30, 2020
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WAGE AND WORKING AGREEMENT between the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70, AFL-CIO 2722 County Rd D East, White Bear Lake, MN 55110, hereinafter referred to as the “Union” representing the Employees classified as Watch and Maintenance Engineers and Biomedical Electronic Technicians, and the undersigned Hospital of Minneapolis, Minnesota, hereinafter referred to as the “Employer.”

WITNESSETH:

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

ARTICLE 1 – RECOGNITION

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

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

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

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

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

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

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

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

**ARTICLE 2 - UNION SECURITY**

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

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

2.4 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

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 ARBITRATIONS

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

The decision of the neutral arbitrator shall be final and binding on the Union, the Employer, and the Employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

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

**ARTICLE 5 - NO STRIKE OR LOCKOUT**

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

6.1 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 in a classification covered by this Agreement.

c. Classification Seniority. Classification seniority shall be established as of the Employee’s most recent date of hire with the Employer in a particular classification covered by this Agreement.

6.2 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 as defined in Articles 6.1(a), 6.1(b), and 6.1(c).

6.3 Seniority will be based on an Employee’s continuous length of service since their most recent date of hire in the areas defined in this article. Regardless of seniority, 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 a leave of absence will not change the Employee’s seniority date subject to the limitations outlined in Article 15.2.

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

a. Voluntary quit.

b. Discharge for cause.

c. Failure to return from layoff within two (2) weeks after being notified to return by certified mail sent to the Employee’s last known address.

d. Failure to return from an approved leave of absence at the time prescribed.

e. 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. By following this notice process, an Employee also extends their recall rights.
f. Failure to report to work without notice for three (3) consecutive working days without notifying his or her supervisor.
g. Upon retirement.

6.5 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 their seniority. If the Employee returns to an open bargaining unit position after twelve (12) months, but within twenty-four (24) months, the Employee will be credited with fifty percent (50%) of their frozen seniority. An Employee who is out of the bargaining unit for more than twenty-four (24) months will lose all seniority rights they had established before leaving the unit.

6.6 Employer seniority shall be used in determining an Employee's eligibility for fringe benefits under this Agreement, unless stated otherwise.

6.7 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.

6.8 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.

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 who apply for the job, in order of their seniority, will be given first opportunity to qualify. If no Employee in the classification wherein
the opening occurs applies for said opening, then Employees in other classifications, in order of their seniority, shall be given first opportunity to qualify. Applications of the foregoing shall also apply to transfer from one shift to another.

7.2 The Employer will notify the Union, 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 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 Employee’s 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 any vacation benefits to which the Employee might otherwise be entitled.

8.2 No Employee shall be disciplined except for just cause. Copies of all 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 – PROBATIONARY 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, provided in the event the Employer
does not notify the Union of the extension; the employee shall be deemed as
completing the initial 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 Engineers are hereby established for the
Employer and duties defined:

Watch Operating Engineer—whose duties shall be under the direction
of an Engineer of a higher classification to take charge of a watch and to
supervise and perform the duties required on the job during the watch.

Maintenance Engineers—are those Engineers who are engaged mainly
in servicing and repairing equipment falling under the jurisdiction of
the Operating Engineers and who do not stand a watch.

Biomedical Electronic Technician—whose duties will be to perform
preventative maintenance, repairs, equipment checking, safety testing,
calibration and installation of medical equipment.

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 differential pay of 2.6% of
the employee’s base rate of pay per hour. This may be a regular on-going lead
position or a temporary assignment of lead duties during a time when the
supervisor would ordinarily be on duty. Lead positions existing as of May 1, 1994 will not have the differential reduced.

10.3 The Hospital will determine the duties relevant qualifications for any Lead 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 a Lead.

ARTICLE 11 - WAGES

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

**Watch Operating Engineers**
Effective with the pay period commencing closest to May 1, 2017: $32.97
Effective with the pay period commencing closest to May 1, 2018: $33.63
Effective with the pay period commencing closest to May 1, 2019: $34.30

**Maintenance Engineers**
Effective with the pay period commencing closest to May 1, 2017: $32.97
Effective with the pay period commencing closest to May 1, 2018: $33.63
Effective with the pay period commencing closest to May 1, 2019: $34.30

**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: $27.90
Effective with the pay period commencing closest to May 1, 2018: $28.46
Effective with the pay period commencing closest to May 1, 2019: $29.03

*BMET - graduate after one year continuous employment as BMET*
Effective with the pay period commencing closest to May 1, 2017: $30.29
Effective with the pay period commencing closest to May 1, 2018: $30.90
Effective with the pay period commencing closest to May 1, 2019: $31.52

*BMET - graduate with greater than two years of continuous employment as BMET*
Effective with the pay period commencing closest to May 1, 2017: $32.26
Effective with the pay period commencing closest to May 1, 2018: $32.91
Effective with the pay period commencing closest to May 1, 2019: $33.57
Sr BMET – graduate with greater than four years of continuous employment as BMET
Effective with the pay period commencing closest to May 1, 2017: $33.64
Effective with the pay period commencing closest to May 1, 2018: $34.31
Effective with the pay period commencing closest to May 1, 2019: $35.00

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 (CV or Surgery or Imaging)
Effective with the pay period commencing closest to May 1, 2017: $35.32
Effective with the pay period commencing closest to May 1, 2018: $36.03
Effective with the pay period commencing closest to May 1, 2019: $36.75

Sr BMET Specialist – with greater than ten years of continuous employment as a BMET, (at least four 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 (CV or Surgery), and has achieved the objectives of their advanced development plan
Effective with the pay period commencing closest to May 1, 2017: $36.04
Effective with the pay period commencing closest to May 1, 2018: $36.76
Effective with the pay period commencing closest to May 1, 2019: $37.50

11.2 Shift Differential. Employees required to work the regularly scheduled afternoon or night shift shall receive additional pay to their regular hourly rate of pay as indicated below:

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<tr>
<th></th>
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<tbody>
<tr>
<td>Afternoon</td>
<td>$0.80</td>
</tr>
<tr>
<td>Night</td>
<td>$0.85</td>
</tr>
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11.3 Weekend Premium. An Employee shall receive premium pay at the rate of sixty cents ($0.60) per hour in addition to their regular hourly rate of pay for each hour worked during a period of six (6) consecutive shifts commencing with the Hospital’s regular Saturday day shift.

11.4 On-Call Pager Pay. The Employer may assign employees to be on call during their off-duty hours. When an employee is assigned to be on call, the Employee will be paid $3.50 per hour for all hours assigned to be on call. On call duty will be assigned as equitably as possible among the qualified employees.
ARTICLE 12 – HOURS

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

12.2 a. The overtime rate of one and one-half (1 1/2) times the basic hourly rate shall be paid for all hours worked over eighty (80) in a scheduled two (2) week payroll period or on all hours worked over eight (8) in any one (1) day. Overtime payments shall not be pyramided.

b. 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.

12.3 Call Back. When any adjustment is made to an Employee’s scheduled start time by the Employer with less than eight (8) hours’ notice prior to the time expected to report for work, it shall be considered a call back. If the Employer gives eight (8) hours or more notice prior to the requested start time, the call back guarantee shall not apply and the Employee would be compensated at one and one-half (1-1/2) times the normal hourly rate for all hours worked adjacent to their regularly scheduled shift.

12.4 Employees called back to work by the Employer or designee on the Employee’s scheduled day off or Employees who have completed their shift and have left the Hospital and are called back to work shall be guaranteed a minimum of four (4) hours straight time pay, or payment according to the following schedule:

<table>
<thead>
<tr>
<th>Actual Call Back Hours Worked</th>
<th>Hours at Straight Time</th>
<th>Hours Paid at Overtime</th>
<th>Total Hours Paid</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>1</td>
<td>4.5</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>3</td>
<td>5.5</td>
</tr>
<tr>
<td>≥4</td>
<td>0</td>
<td>all call back hours worked</td>
<td>all hours at 1-1/2 times the normal hourly rate</td>
</tr>
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</table>
This matrix provides a pay guideline based on whole hours worked. Payment shall also apply to any fractional hours worked.

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.

12.6 Telephone Pay. 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 13 – HOLIDAYS

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

13.2 All regular full-time Employees shall be paid eight (8) hours of straight time pay for each of the holidays listed above when the Employee is not required to work that day.

13.3 In addition to the above, all eligible Employees shall receive three (3) floating holidays per contract year at a time mutually agreed upon by the Employer and the Employee. The floating holidays must be taken during the contract year or it is lost.
ARTICLE 14 – VACATIONS

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

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

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

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

| After 16 years of employment | 21 days of vacation |
| After 17 years of employment | 22 days of vacation |
| After 18 years of employment | 23 days of vacation |
| After 19 years of employment | 24 days of vacation |
| After 20 years of employment | 25 days of vacation |

with full pay at the regular established rates for their classification.

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

14.6 Any Employee who has at least six (6) months, but less than twelve (12) months, of continuous service with the Employer, who has voluntarily quit with proper notice, is laid off, or is involuntarily terminated before taking his vacation, shall receive one (1) weeks’ vacation pay.
14.7 Employees with twelve (12) or more months of continuous service with the Employer who voluntarily quit with proper notice as set forth of Section 8.1 of this Contract shall receive full vacation pay.

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

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

14.10 Vacation is accrued from the Employee’s most recent date of employment with the Employer. Employees may utilize earned vacation after completion of six (6) continuous months of employment. Thereafter, vacation may be utilized as it is accrued in accordance with the vacation scheduling provisions in this contract.

ARTICLE 15 – SICK LEAVE

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

15.2 All of the Employees who have been kept from work for not more than six (6) months on account of an injury or sickness shall retain full employment rights over their former job and be reinstated by the Employer upon the Employee's request. The Employer may require certification by a physician as to the Employee’s ability to resume his former duties. During such six (6)
month period, the Employer shall continue to pay the cost of Employee coverage for Hospital and medical benefits as provided in Article 17.

**ARTICLE 16 – OTHER LEAVES OF ABSENCE**

16.1 **Bereavement.** A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, spouse or domestic partner, step parents, step children, step brothers, and step sisters) for the purpose of bereavement or memorial service for the deceased. Bereavement days are mutually agreed to by the employer and the employee. For the purpose of this article domestic partners shall be treated the same as spouse.

16.2 **Jury Duty.** 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 17 – HOSPITAL, MEDICAL AND DENTAL BENEFITS**

17.1 The Employer will pay eighty-five percent (85%) of Employee coverage for Hospital and medical benefits pursuant to the Employer's noncontract 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.

17.2 The Employer may offer to Employees any HMO option which the Employer may elect. The employer shall pay an amount equal to seventy five percent (75%) family for hospital and medical benefits pursuant to the Employer's non-contract hospital and medical benefits plans.

17.3 It is further agreed that the Employer will withhold from Employee's wages such sums as the Employer may be requested in writing to withhold by the Employees for the purpose of carrying Hospital and medical benefits for dependents of Employees.
17.4 The Employer will pay the full cost for single employee dental benefit coverage. The Employer will pay up to the amount of single coverage toward family coverage.

ARTICLE 18 – LONG-TERM DISABILITY INSURANCE

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

18.1.1 Effective December 1, 1997, employees shall receive sixty-five percent (65%) of covered monthly compensation up to a maximum of five thousand six hundred and thirty four dollars ($5,634.00) per month of such compensation. No benefit provided under this section shall exceed three thousand six hundred and sixty two dollars ($3,662.00). Covered monthly compensation shall be the Employee’s regular monthly wage excluding any overtime and shift differential. Monthly payments shall be offset by any payments arising from individual’s employment, received by the Employee or dependents under the Federal Social Security Act, under the Minnesota Workers’ Compensation Act, and under any Employer-sponsored pension plan.

18.1.2 Long-term disability 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:

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<tr>
<th>Age (At Disability)</th>
<th>Maximum Benefit Payment Period (Following Disability Qualifying Period)</th>
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<tr>
<td>Under 62</td>
<td>To age 65 (but not less than 42 months)</td>
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<td>62</td>
<td>42 months</td>
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<td>15 months</td>
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<td>69</td>
<td>12 months</td>
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</table>
18.1.3 Employees shall be covered by the plan on the first day of the month following the completion of their probationary period.

18.1.4 Long-term disability benefit payments will commence after a qualifying period of ninety (90) days.

18.1.5 Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the long-term disability plan. Copies of the summary plan descriptions shall be provided to the Union and to all eligible Employees.

ARTICLE 19 – LIFE INSURANCE

The Employer shall provide and pay the cost of a group term life insurance plan in the amount of $50,000, effective the first day of the month following thirty (30) days after ratification of this Contract. Coverage is subject to benefit reductions post age 65. Employees may purchase additional employee optional life insurance consistent with the Fairview Life Insurance Plan.

ARTICLE 20 – PENSION

20.1 The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the following amounts for each hour paid in the preceding month for all Employees covered by this Agreement:

Effective May 1, 2017 $2.51

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

20.3 The Employer designates as his Employer representatives of said fund trustees as they are now named in said Agreement and Declaration of Trust, together with their successors selected in the manner provided in said Trust Agreement as the document now exists or may be amended from time to time.
ARTICLE 21 - AMENDMENT PROVISION

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

ARTICLE 22 - FEDERAL STATE AND LOCAL LAWS

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

ARTICLE 23 - LABOR MANAGEMENT MEETINGS

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

ARTICLE 24 - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital. This provision shall include, but is not limited to, the right to determine the quality and
quantity of work performed, to determine the number of Employees to be employed, to lay off Employees, to assign and delegate work, to maintain and improve efficiency, to require observance of Hospital rules, regulations, retirement and other policies, to schedule work and to determine the number of hours to be worked, to determine the methods and equipment to be utilized and the type of service to be provided, and to change, modify or discontinue existing methods of service and equipment to be used or provided.

ARTICLE 25 – APPRENTICESHIP PROGRAM

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

ARTICLE 26 – EDUCATIONAL DEVELOPMENT

26.1 a. Educational Development: 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 $3,000 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.

b. Department Education: Any education required or desired by the Hospital related to employment shall be provided during hours compensated pursuant to the contract agreement. With the expense thereof paid one hundred percent (100%) up front by the Hospital. An employee who believes a training program would enhance their current ability to do their job, can present the opportunity to their department head to determine whether the training is appropriate.

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

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

26.3 Education Committee. 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 will meet at least quarterly for as long as either party requests.

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

Training may take place on site or off site. Employees are expected to fully participate in established training and be able to demonstrate knowledge acquired through training.
ARTICLE 27 – MERGERS

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.

ARTICLE 28 – HOSPITAL SYSTEM TRANSFERS

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

ARTICLE 29 – PERSONAL VEHICLES

Employees required to use personal vehicles for Employer business will be reimbursed by the Hospital at the Hospital’s normal mileage rate.

ARTICLE 30 – PARKING CHARGES

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

ARTICLE 31 – TERM OF CONTRACT

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

For: Fairview Southdale Hospital

Carolyn Jacobson, Chief Human Resources Officer

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Ron Talbot, Steward

Wayne Ballantine, Steward

3/20/18
Date:

4/25/2018
Date
LETTER OF AGREEMENT #1

Fairview Health Services, 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:

For Operating Engineers:

1. Operating Engineers will be surveyed annually for those that are interested in extra hours on a voluntary basis.
2. The Lead Operating Engineer will maintain a running log of overtime for each Operating Engineer for the purpose of distributing overtime in a fair manner. The overtime log will reset to zero each year on January 1st.
3. All overtime hours and holiday premium hours will be counted as overtime.
4. When an Operating Engineer offered overtime, the offered hours will be recorded as hours worked on the overtime log.
5. When practicable, the Lead will assign employees from the voluntary list to fill absences where overtime is required in the order from lowest to highest overtime hours recorded on the overtime list.
6. For any remaining unfilled overtime, the shift will be filled in one of the following ways – by splitting the shift between the Operating Engineers preceding the shift and after the shift or bringing in another employee for the shift or assigning the full shift to the employee assigned to an adjoining shift with the lowest overtime hours.

For Maintenance Engineers:

1. There will be a separate overtime log (book) for the Maintenance Engineers. All overtime hours will be recorded in the appropriate log (book).
2. All overtime hours and holiday premium hours will be counted as overtime hours.
3. If an employee declines to work a scheduled holiday, the employee must notify management so those hours can be posted at least two (2) weeks in advance of the holiday or the holiday hours will be recorded as overtime hours.
4. When an employee declines overtime, the overtime hours offered will be recorded as overtime hours worked for the purpose of tracking overtime hours.
5. Overtime hours will be carried over from one year to the next.
6. When a new employee is hired or an employee transfers into the department, the employee will be credited with the average number of overtime hours recorded for that department in the overtime logbook.
7. When an employee is to be offered overtime and he/she is not personally available, no message will be left and the next employee on the list will be called. Overtime hours will not be recorded where an employee is not reached.

8. When an employee is offered overtime and declines, the supervisor or the supervisor's designee will be informed in writing by the person who offered the overtime.

9. When a Rotating Engineer calls in sick, the first half of the shift will be offered to the Engineer from the preceding shift and the second half of the shift will be offered to an Engineer on the next shift. If either declines work, it will be offered to the other Engineer as a double shift. (The overtime hours will be recorded for the employee who declines work.) If the Engineer does not want to work a double shift, he may call the Engineer with the least amount of overtime to work four (4) hours of the shift without being charged for turning down the four (4) hours.

10. Scheduled overtime and vacation overtime will be distributed by the supervisor to the employee with the least amount of overtime hours, providing the employee has the necessary qualifications to do the work.

11. The Employer and the Union agree that this LOA may be modified and/or changed by mutual agreement.

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**Fairview Southdale Hospital**

Carolyn Jacobson, Chief Human Resources Officer

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

David Monsour, Business Manager

Scott Marsyla, Business Representative

Ron Talbot, Steward

Wayne Ballantine, Steward

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Date: 3/23/16

Date: 4/25/2018

SM/jcb/opeiu#12

26
LETTER OF AGREEMENT #2

Fairview Health Services, 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.

Fairview Southdale Hospital

Carolyn Jacobson, Chief Human Resources Officer

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Ron Talbot, Steward

Wayne Ballantine, Steward

Date: 3/6/11

Date: 4/26/2018

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____________

For employer use only:

Employee Person #________________ Orig I.D.________________

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

Fairview Southdale Hospital, 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 senior engineer be placed on a straight day every weekend off shift.

Fairview Southdale Hospital

Carolyn Jacobson, Chief Human Resources Officer

_3/6/18_
Date:

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Ron Talbot, Steward

Wayne Ballantine, Steward

_4/25/2018_
Date:

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

Fairview Southdale Hospital, 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:

A. The attached shift schedule for Maintenance Engineers is agreed to by both the Hospital and the Union. The Hospital and Union also agreed that per schedule a Maintenance Engineer can work a four (4) ten (10) hour day work week if approved by the Director of Plant Operations.

B. The Union agrees that so long as the attached schedule is in place, the requirement of selecting shifts by seniority in accordance with 7.1 of the contract is waived to the extent necessary to follow the shift schedule in paragraph A above. If the Hospital chooses to change the schedule, the contract related to shift and schedule changes will apply.

C. The Hospital and Union agree that if an employee chooses to work four (4) ten (10) hour days when given the option, the following contract modifications will be in place for such a work week:

1. **Article 12.2 will be modified to read:** The overtime rate of one and one half (1-1/2) times the base hourly rate shall be paid for all hours worked over forty (40) hours in a scheduled work week. Overtime payments shall not be pyramided. All paid hours will be used in the computation of overtime.

2. **Article 13 – Holidays:** A holiday shall be considered to be a twenty-four (24) hour period starting with the night shift before the holiday and ending on completion of the evening shift on the holiday. When an employee that is scheduled for ten (10) hour shifts works on a holiday, hours during the qualifying shifts will be paid at time and one half (1-1/2). In addition, the employee will receive holiday pay at the straight time rate for consecutive hours worked during the qualifying shifts.

If an employee does not work on a holiday, the employee will be paid eight (8) hours of holiday pay. If the holiday is a normal scheduled work day, or if the employee has been given a scheduled work day off because of the holiday, the employee may supplement the eight (8) hours holiday pay with two (2) hours of vacation pay.
Holiday pay for personal Holidays will be based upon the employee's regular scheduled hours.

3. **Article 14 - Vacations:** When an employee takes a vacation day in a week the employee is working four (4) ten (10) hour days, the employee will be charged ten (10) hours of vacation time.

4. **Article 15.1 - Sick Leave:** When an employee is entitled to sick leave during a week the employee is working four (4) ten (10) hours for each day they are entitled to sick leave.

5. **Article 16.6 - Funeral/Bereavement Leave:** Employees who are working four (4) ten (10) hour days will be entitled to thirty (30) hours rather than three (3) days without loss of pay for death in the family.

The Hospital and the Union agree that this Letter of Understanding will be incorporated into the contract and covered by the grievance/arbitration clause. The Union agrees that this Letter of Understanding will not limit the Hospital's right to determine the coverage needed and will not prohibit the Hospital from modifying shifts with thirty (30) days' notice. The Hospital and the Union agree that if the Hospital modifies shifts covered by this Letter of Understanding without the approval of the Union, this letter will be null and void.

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**Fairview Southdale Hospital**

Carolyn Jacobson, Chief Human Resources Officer

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

David Monsour, Business Manager

Scott Marsyla, Business Representative

Ron Talbot, Steward

Wayne Ballantine, Steward

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Date: 3/1/18

Date: 4/25/2018

**NIGHT SHIFT**

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N = 10:00 p.m. – 8:00 a.m.
ADDENDUM TO LETTER OF AGREEMENT

The Hospital and the Union agree to add an addendum to this original agreement to include the afternoon/evening shift engineers to the four (4) ten (10) hour day work week if approved by the Director of Facilities.

The provisions of the original document will therefore apply to the night and the afternoon/evening shift engineers at Fairview Southdale Hospital. The provisions of the original document are incorporate herein.

Fairview Southdale Hospital

Carolyn Jacobson, Chief Human Resources Officer

Date: 11/20/18

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Ron Talbot, Steward

Wayne Ballantine, Steward

Date: 4/25/2018

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