AGREEMENT

between

HealthEast Bethesda Hospital
HealthEast Midway Hospital
HealthEast St. John’s Hospital
HealthEast St. Joseph’s Hospital

and

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

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

WITNESSETH................................................................................................................................. 3
ARTICLE 1 – RECOGNITION ........................................................................................................... 3
ARTICLE 2 – UNION SECURITY....................................................................................................... 3
ARTICLE 3 – JURISDICTION AND RESPONSIBILITIES ............................................................... 5
ARTICLE 4 – WAGES ..................................................................................................................... 5
ARTICLE 5 – HOURS, SCHEDULES, AND OVERTIME ............................................................... 7
ARTICLE 6 – HOLIDAYS .................................................................................................................. 10
ARTICLE 7 – VACATIONS .............................................................................................................. 11
ARTICLE 8 – SICK LEAVE ........................................................................................................... 12
ARTICLE 9 – PENSION .................................................................................................................. 13
ARTICLE 10 – HOSPITAL, MEDICAL, AND DENTAL BENEFITS .............................................. 13
ARTICLE 11 – LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE ..................... 14
ARTICLE 12 – GRIEVANCE PROCEDURE .................................................................................... 15
ARTICLE 13 – SENIORITY .......................................................................................................... 17
ARTICLE 14 – PROBATIONARY PERIOD ...................................................................................... 21
ARTICLE 15 – LEAVES OF ABSENCE ......................................................................................... 21
ARTICLE 16 – DISCIPLINE AND DISCHARGE .......................................................................... 23
ARTICLE 17 – TRAINING PROGRAM ......................................................................................... 23
ARTICLE 18 – APPRENTICESHIP PROGRAM ............................................................................. 25
ARTICLE 19 – NO STRIKE AND NO LOCKOUT ........................................................................... 25
ARTICLE 20 – TOOLS .................................................................................................................... 25
ARTICLE 21 – PARKING ............................................................................................................... 26
ARTICLE 22 – LENGTH OF AGREEMENT .................................................................................... 26
ARTICLE 23 – SUCCESSORS AND ASSIGNS .............................................................................. 26
ARTICLE 24 – EDUCATION COMMITTEE .................................................................................... 26
APPENDIX A - WAGE RATES ...................................................................................................... 28
EMPLOYMENT AGREEMENT

This Agreement, made and entered into as of this first day of May, 2017 by HealthEast Bethesda Hospital, HealthEast Midway Hospital, HealthEast St. John's Hospital, and HealthEast St. Joseph's Hospital hereinafter termed "Employer", and Local No. 70 of the International Union of Operating Engineers, AFL-CIO, hereinafter termed "Union."

WITNESSETH

Whereas, it is the desire and intention of the parties hereto to execute a written contract evidencing the rates of pay, hours of work and conditions of employment for such employees of Employer as are represented for purposes of collective bargaining by the Union (subject to the exclusions hereinafter mentioned). Now, therefore, it is mutually agreed as follows:

ARTICLE 1 – RECOGNITION

1.1 The Union shall be the sole collective bargaining agent for all employees classified herein who are employed by the Employer, but this Agreement shall not include any supervisory employees so employed or any other employee of the Employer.

1.2 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. The Union may refer applicants to the Employer who are capable of performing the duties of the open position.

ARTICLE 2 – UNION SECURITY

2.1 All persons now employed or hereinafter employed by the Employer 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.
CIO or alternately shall pay the portion of the initiation fees, 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 or alternately does not pay the portion of the initiation fees, dues, and assessments that relate to the Union's representation function, 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 hold the Employer harmless from any claim of an employee so terminated.

2.3 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.

2.4 The Employer agrees to deduct the standard initiation fee and 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 the deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. If a dispute occurs between the Union and an employee over these deductions, the Union will hold the Employer harmless for the payments made and will handle the dispute without cost to the Employer.
ARTICLE 3 – JURISDICTION AND RESPONSIBILITIES

3.1 Employees in classifications covered by this Agreement shall perform such duties as have been normally part of their respective occupations while in the employ of the Employer, and this shall apply to any replacement of any such employee.

3.2 Insofar as it lies within their power to do so, the engineers shall maintain all equipment in their care or under their control in a good, clean, safe and serviceable condition.

3.3 All employees covered by this Agreement will continue to operate all equipment of the Employer necessary for life safety and environmental quality to assure the proper and normal functions of the Employer.

ARTICLE 4 – WAGES

4.1 The hourly rates of pay for the classifications covered by this Agreement shall be as set forth in Appendix A.

4.2 Lead Positions.
   a. Temporary Leads. The Employer may establish and assign an Engineer to be responsible for direction of other employees or to coordinate work assignments in the absence of a supervisor. The employee will be assigned in accordance with this Article and when assigned for a period of four (4) or more hours will be paid a differential of sixty cents ($0.60) per hour.

   b. On-Going Lead Positions. The Employer may create on-going lead positions who will be assigned lead duties even when the supervisor would normally be on duty.

   c. Selection of Lead. The Employer will determine the duties and relevant qualifications for a lead position. The lead position will be given to the most qualified individual who has applied and/or noted interest for the lead position.
If qualifications are substantially equal, preference will be given to the senior employee.

4.3 Shift Differential.

a. Definition. 8-hour shift. If a majority of an employee’s shift occurs after 3:00 p.m., the employee will receive afternoon differential. If a majority of an employee’s shift occurs after 11:00 p.m., the employee will receive the night shift differential, providing the employee’s shift begins before 5:00 a.m.

10-hour shift. If a majority of the shift hours occur after 2:00 p.m., the employee will be paid the afternoon differential. If 50 percent (50%) of the hours of an employee’s shift occurs after 7:00 p.m., the employee will be paid evening shift differential, providing the employee’s schedule shift begins before 5:00 a.m.

b. Differential. The afternoon shift differential shall be fifty cents ($0.50) per hour and the night shift differential shall be increased to fifty-five cents ($0.55) per hour.

Effective 5/1/01 the afternoon shift differential shall be sixty cents ($0.60) per hour and the night shift differential shall be increased to sixty-five ($0.65) per hour.

4.4 Any employee working in a higher classification than his/her own on a temporary basis will be paid the regular rate of pay for the classification, provided he/she previously worked a minimum of thirty (30) days within that classification.

4.5 On-Call Work Pay. Employees who perform on-call work shall be paid three dollars ($3.00) per hour for each hour so worked, except for any hours they are paid their regular hourly wage, overtime pay, or call-back pay, provided, however, that an employee may receive on-call pay in addition to pay for time off on holidays, as such are defined in Article 6.
4.6 **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 fifteen (15) minutes, or actual time, whichever is greater.

**ARTICLE 5 – HOURS, SCHEDULES, AND OVERTIME**

5.1 Eight (8) hours shall constitute a normal work day. Forty (40) hours shall constitute the normal work week. 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.

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

5.3 An employee shall not be required to take time off for overtime worked.

5.4 It is the desire of the Employer to equalize overtime among those in the same unit and performing the same task. Because of difficulties of doing it in a shorter period, it is acknowledged that the equalization of overtime should be reviewed on an annual basis. If an employee turns down an opportunity for overtime, the time offered will be considered as time worked for purposes of the equalization principle. While the rejection of overtime may be accepted by the Employer for the convenience of their employees, it is also understood than no employee has the right to refuse to work overtime if an emergency exists and the Employer requires such work to be performed. An overtime chart will be updated each pay period and will be readily available to all employees.

5.5 Employees called back to work by the Employer on the employee's regularly scheduled day off will be paid at time and one-half (1-1/2) for all hours worked on that day.
5.6 Employees who have completed their shift and left the hospital and who are called back to work shall be guaranteed a minimum of the equivalent of four (4) hours’ straight time pay. Mandatory meetings shall be compensated as provided in 5.5.

5.7 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.

5.8 The Employer and an individual engineer may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

a. An engineer shall have an opportunity to review the alternative work schedules being considered prior to volunteering for flexible work schedules. The Employer shall retain written documentation that an engineer has agreed to a flexible work schedule and of the type of flexible schedule to which the engineer has agreed. The engineer option to opt out of the alternative work schedule must be limited to the first year that the alternative work schedule is in effect. After the first year that the flexible scheduling is in effect, it can only be revoked by the Union with a majority vote of the affected engineers operating on the flexible schedule. The Employer has the right, however, to eliminate the alternative work schedule(s) upon giving thirty (30) day's advance notice to employees.

b. Any newly-hired engineer who enters the Flex scheduling or alternative scheduling will not be allowed to opt out the first year or to vote relative to the revocation of such a schedule until the individual has been with the Employer for one year.

c. The option to opt out on an individual basis during the first year applies to the first year of the alternative or flex schedule and not
to the individual year of the person affected. The individual option to opt out and the group opt out option will require thirty day's (30) advance notice to the Employer before the change will be made.

d. The basic work period shall be forty (40) hours per week. An engineer 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 5.1.

e. Sick leave, vacation, and holidays shall be accrued and used on a prorated basis.

f. Alternate work schedules must be approved by the local Union.

5.9 Part-time employees will not be used to diminish the bargaining unit. Part-time employees will only be used if there are insufficient hours available on a regular basis to provide for a full-time position. Part-time employees, when used to fill in for an absent employee will work the hours of the employee being replaced when absences last or are expected to last less than two weeks (14 days). For absences expected and/or that last two or more weeks, current full-time employees, in order of seniority, will have the right to temporarily exchange work schedules. No full-time employee will be required to exchange shifts and, therefore, the 30-day advance notice of schedule change will be waived under this circumstance.

When additional hours are available to a part-time employee due to a reason other than an absence of a regular full-time employee, full-time employees, in order of seniority, will have the right to exchange hours from their regular schedule for hours being offered to the part-time employees. The full-time employee will retain the necessary hours of their regular shifts to assure their full-time status. Full-time employees will not be required to exchange hours for those of the part-time employee so the 30-day notice of shift changes will be waived. Part-time employees, .4 FTE or more, will receive benefits. Less than .4 FTE employees shall receive $0.50 per hour in addition to the contract rate in lieu of the insurance benefit.
5.10 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 6 – HOLIDAYS

6.1 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 their regularly scheduled work hours 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 Employer may, at its discretion, schedule employees to be off the previous Friday or the following Monday.

6.2 All regular full-time employees shall be paid their regularly scheduled work hours at straight time pay for each of the holidays listed above when the employee is not scheduled to work that day.

6.3 In addition to the above, all eligible employees shall receive two (2) floating holidays per contract year at a time mutually agreed upon by the Employer and the employee. The floating holiday must be taken during the contract year or it is lost.

6.4 New employees will be eligible for any holidays or for premium pay for working on holidays during the probationary period, but will not be eligible for floating holidays until probation is completed.
ARTICLE 7 - VACATIONS

7.1 Vacation shall be accrued based on all compensated hours.

7.2 Vacation shall be accrued from the employee's most recent date of employment by the Employer.

7.3 Employees shall earn vacation at the following rates:

a. Two (2) weeks vacation during year one (1) through four (4) years of employment at a rate of .0385 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted is 2,080 hours. Annual maximum vacation accrued is 80 hours.

b. Three (3) weeks vacation during year five (5) through nine (9) years of employment at a rate of .0577 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted is 2,080 hours. Annual maximum vacation accrued is 120 hours.

c. Four (4) weeks vacation during year ten (10) through year nineteen (19) of employment at a rate of .0769 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted is 2,080 hours. Annual maximum vacation accrued is 160 hours.

d. Five (5) weeks vacation during year twenty (20) and thereafter of employment at a rate of .0961 vacation hours accrued for each compensated hour. Annual maximum compensated hours counted is 2,080 hours. Annual maximum vacation accrual is 200 hours.

7.4 A vacation calendar will be posted for employees to select vacation for the next year. The posting of such calendar shall be mutually agreed between the majority of the crew and the employer for the posting period. Vacation time selected on this calendar will be processed and awarded in order of seniority by classification. Vacation requests submitted after the sign-up
period will be handled on a first come, first serve basis. All vacation requests are subject to the scheduling needs of the Employer.

7.5 Terminal vacations will be paid to employees on a prorated basis; provided, however, that in order to receive terminal vacation, an employee must give the Employer at least two weeks' (2) written notice of termination.

7.6 During the time the employee is on vacation, vacation pay shall be at the hourly rate, including shift differential if applicable, for the shift that the employee would otherwise be scheduled to work.

7.7 Employees will be allowed to carry over up to forty (40) hours vacation.

ARTICLE 8 – SICK LEAVE

8.1 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 eight (8) hours for every month the employee is continuously employed until seven hundred twenty (720) hours of sick leave have been earned and accumulated. So long as an employee has 720 hours of accumulated and unused sick leave to his/her 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 reached an accumulated credit of 720 hours of accumulated and unused sick leave.

8.2 All of the employees who are absent from work for not more than six (6) months due to an injury or sickness shall retain full employment rights over their former job and be reinstated by the Employer upon the employee’s requests. The Employer may require certification by a physician as to the employee’s ability to resume his/her 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 10.
ARTICLE 9 – PENSION

9.1 The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employer the following amounts for each hour paid in the preceding month for all employees covered by this agreement (excluding on-call):

Effective May 1, 2017 $4.21

It is covenanted by said Trustees that said Fund and contributions there to have been approved by the Internal Revenue Service and that said Fund and its operation is being operated in accordance with applicable federal and state statutes and regulations.

9.2 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.

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

ARTICLE 10 – HOSPITAL, MEDICAL, AND DENTAL BENEFITS

10.1 The Employer will pay eighty-five percent (85%) of single employee coverage. Employees working under this Agreement will be eligible to participate in such benefit plans under the same terms and conditions as other hospital employees.

10.2 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.
10.3 The Employer shall pay an amount equal to seventy percent (70%) of the difference between single and family coverage for hospital and medical benefits under the Employer's fee-for-service plan for employees requesting such coverage.

10.4 The Employer will make available employee and family dental insurance at the employee's expense.

ARTICLE 11 - LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE

11.1 The Employer 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:

11.1.1 Employees shall receive sixty-five percent (65%) of covered monthly compensation up to a maximum of six thousand one hundred fifty-four dollars ($6,154) per month of such compensation. No benefit provided under this section shall exceed four thousand dollars ($4,000) per month. Covered monthly compensation shall be the employee's regular monthly wage excluding any overtime and shift differential. Monthly payments shall be offset by any payments arising from the 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.

11.1.2. 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>
</thead>
<tbody>
<tr>
<td>Under 62</td>
<td>To age 65 (but not less than 42 months)</td>
</tr>
<tr>
<td>62</td>
<td>42 months</td>
</tr>
<tr>
<td>63</td>
<td>36 months</td>
</tr>
<tr>
<td>64</td>
<td>30 months</td>
</tr>
</tbody>
</table>
11.1.3 Employees shall be covered by the plan on the first day of the month following the completion of their probationary period.

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

Eligibility for benefits and all payments thereunder 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.

11.2 Term Life Insurance. The Employer shall provide and pay the cost of a group term life insurance plan in the amount of $50,000 for each permanent employee effective the first day of the month following thirty (30) days after employment into a classification covered by this agreement.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 All grievances shall be determined as provided in this Section. A grievance shall be defined as any dispute arising between any employee covered hereby and the Employer in regard to wages, hours of service or working conditions of such employee.

STEP I. The employee may informally discuss the grievance with the employee’s immediate supervisor.

STEP II. If the grievance is not resolved at the time of the Step I informal discussion or if the employee and/or Union choose to by-pass Step I, the grievance shall be reduced to writing and submitted to the Personnel Department. The written grievance must be submitted to the Employer
within twenty-one (21) 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 II meeting, the Employer shall submit a written reply to the Union and the employee.

**STEP III.** If the grievance is not resolved in Step II, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) calendar days following receipt by the Union of the Employer's written reply to 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 Federal Mediation and Conciliation Service. The decision of the neutral arbitrator shall be final and binding on the Union, Employer and 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.

**12.2** The time limitation set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time 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 13 – SENIORITY

The principles of seniority rights shall govern in filling vacancies, determining layoffs, recall, shift selections, or in determining the rights of any employee within the job classification referred to herein. Seniority will also be used in granting promotions provided the employee is qualified to perform the duties of the higher paid classification and has the relevant qualifications. A lead position will be filled in accordance with Article 4.2c of this Agreement as follows:

Selection of Lead. The Employer will determine the duties and relevant qualifications for a lead position. The lead position will be given to the most qualified individual who has applied and/or noted interest for the lead position. If qualifications are substantially equal, preference will be given to the senior employee.

13.1 Definition.

13.1.1 Employer Seniority. Employer seniority shall be established as of the employee’s most recent date of employment with HealthEast.

13.1.2 Bargaining Unit Seniority. Bargaining unit seniority shall be established as of the employee’s most recent date of employment with HealthEast in a position covered by this Agreement.

13.1.3 Classification Seniority. Classification seniority shall be established as of the employee’s most recent date of employment with HealthEast in a classification covered by this Agreement.

13.1.4 Job Site Seniority. Job site seniority shall accrue from the most recent date an employee assigned to a specific site.

13.2 Seniority.

13.2.1 Qualifying. Employees covered by this Agreement, upon successful completion of the initial probationary period, will be entitled to seniority rights from their most recent date of hire.
13.2.2 Computation. Seniority will be based on an employee’s length of continuous service since their most recent date of hire in the areas defined in this article. Regardless of seniority credit, full-time employees will have seniority rights over part-time employees. If a full-time employee reduces hours for medical reasons, the employee will continue to be classified as full-time for purposes of seniority. An employee’s time on paid and/or unpaid leave will not change an individual’s seniority date.

13.2.3 Loss of Seniority. Seniority will be lost by any of the following:
   a. Voluntary quit.
   b. Discharge for cause.
   c. Failure to return from layoff within two (2) weeks after being notified to return by certified mail sent to the employee’s last known address.
   d. Failure to return from an unpaid leave at the time specified by the Employer.

13.2.4 Seniority When Working Out of Unit. When a bargaining unit employee is offered and accepts a position within HealthEast, that is outside the jurisdiction of this Agreement, or with Local 70, the employee’s accrued bargaining unit seniority (and job site seniority, if applicable) will be frozen. If the employee returns to an open bargaining unit position within twelve (12) months, the employee will be credited with their frozen bargaining unit position after twelve (12) months, but within twenty-four (24) months, they will only be credited with fifty percent (50%) of their frozen bargaining unit seniority (and job site seniority if applicable). An employee who is out of the bargaining unit for more than twenty-four months (24) will lose the seniority rights they had established before leaving the unit.

13.3 Benefit Eligibility. Employer seniority shall be used in determining an employee’s eligibility to benefits under this Agreement, unless stated otherwise.
13.4 Layoff.

13.4.1 Notice. 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.

13.4.2 Reductions. When a reduction in the workforce becomes necessary, it will be by classification at the job site where the reduction is needed. The employee at the job site, in the affected classification, with the least bargaining unit seniority shall be the next employee laid off.

13.4.3 Displacement Rights. When an employee is being laid off or displaced, the employee will have the right to displace ("bump") the employee, at the current job site, with the least bargaining unit seniority in a classification formerly held by the laid-off employee, providing the laid-off employee has more seniority in the classification and has greater bargaining unit seniority than the employee being displaced.

Secondly, when an employee is being laid off or displaced, the employee will have the right to displace ("bump") the employee with the least bargaining unit seniority at a job site the laid-off employee formerly worked at, providing the laid-off employee has more job site seniority and has greater bargaining seniority than the employee being displaced provided the employee has retained the credentials required for the qualifications of the position.

13.5 Recall.

13.5.1 Under Agreement. Employees shall be recalled in reverse order of layoff. Employees covered by this Agreement, who are on layoff status, will have opportunity for openings in other classifications and or job sites and will be given preference over outside applicants. The Employer will notify the employee of recall at their last known address. It is the employee's responsibility to notify the Employer of any address change during a layoff period.
13.6 Job Openings.

13.6.1 Shift Selection.

a. **Seniority.** When an opening occurs, employees within the classification at the job site of the opening will have the right to select shifts prior to the opening being posted. Shift selection, except as limited by paragraph B of this subsection, will be based on classification seniority earned at the job site of the open shift. In other words, an employee's classification seniority, for shift selection, may not exceed the employee's job site seniority.

b. **Qualifications.** The Employer and Union agree that they have an interest and responsibility to assure employees have the needed skills to perform specialized bargaining unit work. In addition, the Union and Employer at each facility, and through consensus decision making, will determine what, if any specialized skills are needed.

13.6.2 Postings and Vacancies. A notice of job openings will be posted for not less than seven (7) calendar days. The notice will be posted at all facilities on the Facility Operations' bulletin boards. Employees who desire the position will use the facility's internal application procedure, on or before the date the posting closes.

Bargaining unit members at the facility where the vacancy exists, in order of classification seniority, will have the first opportunity to fill the open position. If no bargaining unit employees in the classification where the opening exists or qualified employees in other classifications at the site apply for the opening, then qualified bargaining unit employees at other job sites will, in order of bargaining unit seniority, be given the opportunity to fill the position. If no full-time employee is interested or qualified for the position, qualified part-time employees will be given the opportunity to fill the open position.

13.6.3 Limited Return Rights. An employee may return to their former classification, within the first ninety (90) days after being awarded a position in a different classification, provided the vacant position in
their former classification, has not yet been filled.

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

ARTICLE 14 – PROBATIONARY PERIOD

The first ninety (90) calendar days of employment for a new employee shall be a probationary period. The Employer, when a reason exists, may extend a new employee’s probationary period for an additional sixty (60) calendar days of employment on the following basis:

The Employer must advise the Union and affected employee, in writing, of its request for an extension of at least ten (10) days prior to the end of the original probationary period. The Union and/or employee may object to the extension by giving written notice to the Employer within five (5) calendar days following receipt of the notice from the Employer. If no such objection is received, the probationary period may be extended up to an additional sixty (60) calendar days of employment. At the end of the employee’s probationary period, an employee still working will be given a seniority date based upon the employee’s most recent date of employment in a position covered by this Agreement.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 Leaves of absence, without pay, for reasons other than personal illness or under the provisions of FMLA, may be granted at the discretion of the Employer. No benefits will accrue during a leave of absence, and seniority will remain the same as at the beginning of the leave.

15.2 Leaves of absence, without pay, for reasons covered by FMLA will be granted to the employee. Seniority will be maintained during the period of
the leave of absence. No benefits will accrue during the leave of absence unless required by law.

15.3 All requests for leaves of absence will be submitted to the Employer in writing. The Employer will notify the Union of all leaves of absence granted for a period of more than seven (7) days. The maximum period of any leave of absence will be six (6) months. Failure to return to work from any leave of absence will be considered a voluntary resignation. Employees on leaves of absence may continue to accrue pension benefits as are allowed by the pension plan and if payments are made by the employee. Employees will be advised, in writing, at the beginning of a leave of absence as to when the employee is to return to work.

15.4 Any individual hired to replace an employee on a leave of absence will be a temporary employee and will not acquire seniority rights or acquire pension benefits or vacation privileges.

15.5 Employees shall be granted a leave of absence for jury duty up to a maximum of two (2) weeks in each calendar year. Employees will be compensated for the difference between jury duty pay and their regular straight time earnings. Employees who report for jury duty will be considered as if they were scheduled on the first shift and they will report to work to complete the first shift on any day in which they are relieved from jury duty before noon.

15.6 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 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 employer and employee. For purpose of this Article, domestic partner shall be treated the same as spouse.
ARTICLE 16 - DISCIPLINE AND DISCHARGE

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

Normal Disciplinary Sequence. The normal disciplinary sequence shall be as follows:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension without pay. (Copy to the Union office)
4. Demotion or Discharge. (Copy to the Union office)

This section shall not be interpreted to prevent the Employer from discharging immediately for cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

ARTICLE 17 - TRAINING PROGRAM

17.1 The parties agree that a program for on-the-job training may be desirable. In the event a particular Employer desires to inaugurate such a program, both parties agree to meet and cooperate in the study and development of the program.

17.2 The Employer shall pay full-time employees minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books up to one thousand dollars ($1,000.00) 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. The number of employees taking classes does not create a shortage of necessary employees.
3. Such education must be work-related and approved by the Employer.

4. Payment shall be made upon satisfactory completion of the approved educational unit. Satisfactory completion for purpose of this Article will mean:
   a. "Attendance Certificate" if no grade is given.
   b. Passing grade if course is graded pass or fail.
   c. A grade of "C" or better or satisfactory if other grading system is used.

5. An employee must be employed by the Employer for a period of six (6) months before the employee is eligible for such reimbursement and must remain in the employ of the Employer for a period of six (6) months after the completion of the education. Provided, nevertheless, that employees shall repay the Employer any reimbursement they have been paid thereunder to the extent that they do not continue to, or make themselves available to return to, work at the Employer for at least six (6) months after the completion of the educational unit. Any amount due the Employer under this section must be deducted from the employee's final paycheck. Any deduction required by the Employer subsequent to employment shall be provided during hours compensated pursuant to the contract agreement and with the expense thereof paid by the Employer.

17.2.1 Department Education. Any education required or desired by the Employer 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 Employer. 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.

17.2.2 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 provides sufficient notice to the Employer in excess of thirty (30) days.

17.2.3 Education and training opportunities will be afforded equally to all bargaining unit members.

ARTICLE 18 – APPRENTICESHIP PROGRAM

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

ARTICLE 19 – NO STRIKE AND NO LOCKOUT

19.1 There shall be not strikes or lockouts of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of Article 12 of this Agreement.

19.2 If any employee is disciplined or discharged for allegedly engaging in a strike in violation of this Section, he may proceed through the grievance and arbitration provisions in Article 12.

ARTICLE 20 – TOOLS

20.1 The Employer agrees to furnish and replace all necessary tools. The Union agrees that employees will be responsible for the necessary care of all tools furnished by the Employer. A system for replacement of tools may be established by the Employer and the Union.
ARTICLE 21 – PARKING

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

ARTICLE 22 – LENGTH OF AGREEMENT

22.1 This Agreement shall be in full force and effect and binding upon the signatories hereto and their principals from the first day of May, 2017 to and including the last day of April, 2020, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify or terminate is given by either party to the other party hereto ninety (90) days prior to the annual date of expiration, April 30, 2020.

ARTICLE 23 – SUCCESSORS AND ASSIGNS

23.1 This Agreement shall be binding upon any successors and assigns of the Employer. In the event such successor or assign has a contract with a different labor organization covering any of the classifications contained in this Agreement, the matter shall be referred to the National Labor Relations Board for determination.

ARTICLE 24 – EDUCATION COMMITTEE

24.1 The Employer and the Union have a mutual interest in well trained staff. Either the Employer or the Union can request that an Education 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 offsite. Employees are expected to fully participate in established training and be able to demonstrate knowledge acquired through training.
IN WITNESS WHEREOF, the parties have executed this agreement as follows:

HealthEast Bethesda Hospital
HealthEast Midway Hospital
HealthEast St. John’s Hospital
HealthEast St. Joseph’s Hospital

Mark Sorenson, Dir. of Labor Relations

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Tim Mansmith, St. John’s Union Steward

Ed Muenchow, St. Joseph’s Union Steward

Brian Meyer, Midway Union Steward

Richard Schmidt, Bethesda Union Steward

Date: 1/2/18

SM/jcb/opeiu#12
Contract/HEALTHEAST

Date: 12/13/2017
# APPENDIX A - WAGE RATES

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective pay period closest to: 5/1/2017</th>
<th>Effective pay period closest to: 5/1/2018</th>
<th>Effective pay period closest to: 5/1/2019</th>
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<tr>
<td>Operating Engineer</td>
<td>$31.69</td>
<td>$32.32</td>
<td>$32.97</td>
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<tr>
<td>Electrician</td>
<td>$38.44</td>
<td>$39.21</td>
<td>$39.99</td>
</tr>
<tr>
<td>Electrician Signing Master</td>
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<td>$40.73</td>
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</tr>
<tr>
<td>Maintenance Engineer</td>
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<td>$32.32</td>
<td>$32.97</td>
</tr>
<tr>
<td>Carpenter (Bethesda)</td>
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<td>$32.32</td>
<td>$32.97</td>
</tr>
<tr>
<td>Painter (Bethesda)</td>
<td>$31.69</td>
<td>$32.32</td>
<td>$32.97</td>
</tr>
<tr>
<td>General Carpenter Helper</td>
<td>$22.84</td>
<td>$23.30</td>
<td>$23.77</td>
</tr>
</tbody>
</table>

Lead Pay will be six percent (6%) over base wage.

SM/jcb/opeiu#12