AGreement

between

PARK NICOLLET HEALTH SERVICES
METHODIST HOSPITAL

and

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

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 Road D East White Bear Lake, MN 55110, hereinafter referred to as the “Union” representing employees classified as Watch Engineers, Maintenance Engineers and Painters, and PARK NICOLLET HEALTH SERVICES - METHODIST HOSPITAL, 6500 Excelsior Boulevard, Minneapolis, Minnesota 55426, 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

Section 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.

Section 2. The Employer shall not enter into any agreement with the employees coming under the jurisdiction of the Agreement, either individually or collectively, which in any way conflicts with the provisions and terms of this Agreement.

Section 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.
Section 4. During the life of this Agreement, the Employer shall employ or continue in its employment only such persons as come within the classifications covered by this Agreement 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.

Section 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.

Section 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 be scheduled at times mutually agreeable to the parties. 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 employee's grievance is presented and/or settled.

ARTICLE 2 – UNION SECURITY

Section 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.
Section 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.

Section 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.

Section 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 ENGINEERS

Section 1. It is mutually agreed that the Engineers shall care for and maintain the equipment in their charge in the best possible condition and to exercise due and proper care of the equipment they operate so as to obtain the best possible economics.

ARTICLE 4 – GRIEVANCE ARBITRATIONS

Section 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 Human Resources Department. The written grievance must be submitted to the Employer within twelve (12) calendar days after the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within twelve (12) calendar days after the payday for the period during which the grievance occurred.

Within twelve (12) calendar days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held among representatives of the Employer, the Union and the employee.

Within twelve (12) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the employee.

Step 3. If the grievance is not resolved in Step 2, either the Employer or Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within twelve (12) calendar days following receipt by the Union of the Employer’s written reply to the grievance.

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

The decision of the neutral arbitrator shall be final and binding on the Union, the Employer and the employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.
The time limitations set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. Failure to follow such limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the Employer and the Union.

ARTICLE 5 – NO STRIKE OR LOCKOUT

Section 1. The Employer and Union recognize that it is essential to provide for continuity of patient care. Accordingly, it is agreed that there shall be no strike or lockout of any kind whatsoever during the term of this Agreement.

ARTICLE 6 – SENIORITY

Section 1. Seniority shall be considered the most recent date in which a person started in a position represented by Local 70. The regular employee shall hold seniority rights over temporary employees and, where reductions are made in the crew for each classification the last employee hired shall be the first employee laid off. Likewise, for each classification the last employee laid off shall be the first employee returned on recall.

Section 2. Full-time employees will have seniority rights over part-time employees. However, if a full-time employee reduces hours for medical reasons, he or she will continue to be considered full-time for purposes of seniority.

ARTICLE 7 – JOB POSTING AND PROMOTION

Section 1. When an opening occurs in a particular classification said opening will be electronically posted for five (5) 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. Application of the foregoing shall also apply to transfer from one shift to another.
Section 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.

Section 3. The Union may refer applicants to the Employer who are capable of performing the open position.

ARTICLE 8 – RESIGNATIONS AND TERMINATIONS

Section 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.

Section 2. No employee shall be disciplined except for just cause. Copies of all suspension or discharge notices shall be given to the employee and a copy thereof furnished to the Union.

Section 3. Any employee who is laid off shall receive salary continuation commensurate of the hospital policy for non-contract / non-exempt employees.

ARTICLE 9 – PROBATIONARY PERIOD AND TEMPORARY EMPLOYEES

Section 1. The first one hundred eighty (180) calendar days of employment for a new employee shall be a probationary period. The probationary period may be extended for an additional ninety (90) calendar days by mutual agreement between the Union and the Employer. Such agreement must be in writing. Employees may be terminated with or without cause during the probationary period.

Section 2. Temporary employees who work six (6) months or less will not be entitled to benefits under the Agreement except the hourly wages and shift differential. Temporary employees who work more than six (6) months will...
receive all benefits covered by this Agreement 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**

**Section 1.** The following classifications are hereby established for the Employer and duties defined:

**Subd. 1. Class I. Watch Operating Engineer.** Whose duties shall be under the direction of the Chief Engineer of record to take charge of a watch and to supervise and perform the duties required on the job during the watch and, further, to direct the duties of the Apprentice Engineers.

**Subd. 2. Class II. Maintenance Engineers.** Are those Engineers who are engaged mainly in servicing and repairing equipment falling under the jurisdiction of the Operating Engineers and who do not stand a watch, but when properly licensed are eligible for the position of Watch Operating Engineer.

**Subd. 3. Class III. Painters.** Are those employees who are engaged mainly in remodeling work, taping and finishing, repair of painted and wall fabric surfaces, and other painting duties falling under the jurisdiction of this Agreement.

**Section 2.** No present Maintenance Engineers shall be replaced by a junior employee nor shall the present pay of Maintenance Engineers be reduced by reasons of this Agreement.

**Section 3. Lead Pay.** The Hospital has the right to exercise discretion with regards to the number of leads assigned and may in fact assign a lead in
situations other than when a supervisor is absent. Any employee assigned to a lead position will receive a lead differential of sixty cents ($0.60) per hour worked in such capacity. Operating Chief of record shall receive one dollar and ten cents ($1.10) in addition to his/her regular pay.

Section 4. The Hospital will determine the duties and 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 Lead.

ARTICLE 11 – WAGES

Section 1. The minimum hourly rate of pay for the following classifications shall be as follows:

**Class I. Watch Operating Engineers**

- Effective with the pay period commencing closest to May 1, 2017  $32.57
- Effective with the pay period commencing closest to May 1, 2018  $33.22
- Effective with the pay period commencing closest to May 1, 2019  $33.88

**Class II. Maintenance Engineers**

- Effective with the pay period commencing closest to May 1, 2017  $32.57
- Effective with the pay period commencing closest to May 1, 2018  $33.22
- Effective with the pay period commencing closest to May 1, 2019  $33.88

**Class III. Painter**

- Effective with the pay period commencing closest to May 1, 2017  $32.57
- Effective with the pay period commencing closest to May 1, 2018  $33.22
- Effective with the pay period commencing closest to May 1, 2019  $33.88

Section 2. Shift/Weekend Differential. Employees required to work the regularly scheduled evening, night, or weekend shift will receive differential
pay as follows:

Weekend/Evening shift differential $0.80
Night shift differential $0.91

The evening shift is considered to be those shifts where the majority of the hours worked are between 3:00PM and 11:00PM.

The night shift is considered to be those shifts where the majority of the hours worked are between 11:00PM and 7:00AM.

Weekend shifts are considered those shifts where the majority of the hours worked are between 11:00PM on Friday and 7:00AM on Monday.

Section 3. Longevity Bonus. All employees who have achieved twenty (20) calendar years of employment with the Hospital shall receive an annual bonus of five dollars ($5.00) for each year worked. Such bonus will be prorated by FTE for part time employees. The longevity bonus is paid out to eligible employees at the start of each contract year.

ARTICLE 12 – HOURS

Section 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 employees and the Union may be made.

Section 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.

Seniority will be recognized in the assignment of overtime, along with other relevant factors such as availability of staff, special skills required and urgency of need. Employees on site, in order of seniority, shall be given preference for short notice overtime needs. When the overtime needs are known in advance,
the above criteria shall apply for all employees within the classification. Senior qualified employees may work the overtime. Junior qualified employees must work the overtime when more senior employees decline.

Section 3. Employees called in to work when not scheduled, or who are on-call will be compensated at time and one-half (1-1/2) or for four (4) hours of straight time, whichever is greater.

Section 4. If the Employer needs to make a change to an employee’s work schedule, the employee will be provided with written notice of such change at least thirty (30) calendar days prior to the effective date. At the employee’s request, the Employer will discuss the need for such change with the employee and will explore concerns and options with the employee. Such discussions cannot be used to delay or block implementation of the new schedule. The thirty (30) day written notice provisions of this article do not apply in cases such as emergencies, vacation scheduling, unplanned medical leaves, vacancies created by resignation or involuntary terminations, and to temporary changes made by the employee in work schedules for their own convenience which are acceptable to the Employer.

Section 5. On-Call. The Hospital may at times have a business need to assign on-call duty for periods that are short in duration, such as but not limited to, weekends, vacations, vacancies, leaves of absence, and emergency situations. The Hospital may utilize on-call staff for longer periods of time with consent of the Union.

Employees will be assigned call duty as outlined in Article 12, Section 2. Employees assigned on-call duty shall be paid three dollars and fifty cents ($3.50) per hour for all hours spent on-call. Employees called in to work while on-call or during their regularly scheduled time off shall be compensated according to Article 12, Section 3. Employees shall not be paid call-in pay and on-call pay for the same hours.
ARTICLE 13 - HOLIDAYS

Section 1. Employees required to work on any of the **actual** 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 (January 1st), Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (December 25th). 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, which begins at 11:00PM the day before the holiday and ends at 11:00PM the day of the holiday. If the Employer recognizes the holiday on a day other than the actual holiday, employees covered by this Agreement are paid their regular rate of pay on that recognized day.

Section 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, unless a mutual agreement is reached between the employee and Hospital about a day off with pay within two weeks either side of the holiday in lieu of the holiday.

Section 3. In addition to the above, all eligible employees shall receive one (1) floating holiday per contract year at a time mutually agreed upon by the Employer and the employee. The floating holiday must be taken during the contract year or it is lost.

Section 4. A Holiday shall be considered to be the twenty four (24) hour period, which begins at 11:00 pm the day before the holiday and ends at 11:00 pm the day of the holiday.

ARTICLE 14 - VACATIONS

Section 1. Full-time and part-time employees regularly scheduled to work forty-eight (48) hours per pay period or more will accrue vacation time for all compensated hours according to the following schedule. Vacation accrual is pro-rated based on compensated hours.
• Effective on the date of hire, two (2) weeks (10 days) vacation with full pay. This calculates out to 0.0385 vacation hours for all compensated hours.
• After six (6) years of employment, three (3) weeks (15 days) of vacation with full pay. This calculates out to 0.0577 vacation hours for all compensated hours.
• After ten (10) years of employment, four (4) weeks (20 days) of vacation with full pay. This calculates out to 0.0770 vacation hours for all compensated hours.
• After sixteen (16) years of employment, twenty-one (21) days of vacation with full pay. This calculates out to 0.0808 vacation hours for all compensated hours.
• After seventeen (17) years of employment, twenty-two (22) days of vacation with full pay. This calculates out to 0.0846 vacation hours for all compensated hours.
• After eighteen (18) years of employment, twenty-three (23) days of vacation with full pay. This calculates out to 0.0885 vacation hours for all compensated hours.
• After nineteen (19) years of employment, twenty-four (24) days of vacation with full pay. This calculates out to 0.0923 vacation hours for all compensated hours.
• After twenty (20) years of employment, twenty-five (25) days of vacation with full pay. This calculates out to 0.0962 vacation hours for all compensated hours.

Section 2. 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 their vacation, shall receive one (1) weeks' worth of unused vacation accrual.

Section 3. Employees with twelve (12) or more months of continuous service with the Employer who voluntarily quit with proper notice as set forth of Article 8 Section 1 of this Agreement shall receive a pay out of unused vacation accrual.

Section 4. 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.
Section 5. Employees will be allowed to carry over up to a maximum of forty (40) hours each year unless the Hospital’s practice allows more.

ARTICLE 15 – SICK LEAVE

Section 1. Full-time and eligible part-time 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 0.0462 hours per compensated hour, which is the equivalent of eight (8) hours a month for an employee working full-time. Such accrual will continue until seven hundred and twenty (720) hours of sick leave have been earned and accumulated. So long as an employee has ninety (90) days of accumulated and unused sick leave to their 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 an accumulation credit of seven hundred and twenty (720) hours of accumulated and unused sick leave.

Section 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/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 and long term disability as provided in Article 18.

ARTICLE 16 – OTHER LEAVES OF ABSENCE

Section 1. Funeral Leave. A leave of absence of two (2) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, brothers, sisters, sons, daughters, husbands, wives, same sex domestic partners, grandparents, and grandchildren) for the purpose of
attending the funeral. Such leave shall be the day of the funeral and the day prior thereto unless different days are agreed to between the employee and the Employer. Where the funeral is held more than three hundred (300) miles from the Hospital, an additional day without loss of pay shall be granted.

Section 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.

ARTICLE 17 – HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section 1. The Employer will make available employee and family health insurance coverage under the same plan as is made available to the majority of other hospital employees. The Employer will contribute to single employee coverage at a level equal to eighty-five percent (85%) of the full monthly premium.

Section 2. For the Employer’s “plan of choice”, the Employer will contribute to dependent coverage at the level of seventy-five percent (75%) of the full monthly premium.

For all other plan offerings, the Employer will also pay fifty percent (50%) of the additional cost of single plus one or family coverage.

Section 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.

Section 4. The Employer will make available employee and family dental insurance coverage under the same plan and at the same expense as is made available to the majority of other Hospital employees.
ARTICLE 18 – LONG-TERM DISABILITY INSURANCE

Section 1. Effective October 1, 2011, 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:

Subd. 1. Employees shall receive sixty percent (60%) of covered monthly compensation up to a maximum five thousand eight hundred and thirty-three dollars and thirty-four cents ($5,833.34) per month of such compensation. No benefit provided under this section shall exceed three thousand five hundred dollars ($3,500.00) per month. Covered monthly compensation shall be the employee’s regular monthly wage excluding any overtime and shift differential. Monthly payments shall be offset by any payments arising from individual’s employment, received by the employee or dependents under the Federal Social Security Act, under the Minnesota Worker’s Compensation Act, and under any employer-sponsored pension plan.

Subd. 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:

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<thead>
<tr>
<th>Age</th>
<th>Maximum Benefit Payment Period (Following Disability Qualifying Period)</th>
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<tbody>
<tr>
<td>Under 62</td>
<td>To age 65 (but not less than 42 months)</td>
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<td>62</td>
<td>42 months</td>
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<td>15 months</td>
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<td>12 months</td>
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Subd. 3. Employees shall be covered by the plan on the first day of the month following the completion of their probationary period.
Subd. 4. Benefit payments will commence after a qualifying period of ninety (90) days.

Subd. 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

Section 1. 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 Agreement.

ARTICLE 20 – PENSION

Section 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, 2009 $3.03

Section 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.

Section 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 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

Section 1. The parties to this Agreement 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 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 Agreement and without modifying the prohibition in Article 5 against strikes and lockouts.

ARTICLE 22 – FEDERAL, STATE AND LOCAL LAWS

Section 1. Any federal or state laws and City ordinances which supersede any part of this Agreement shall not void any condition of this Agreement which is not in conflict with such laws or ordinances.

Section 2. Drug and Alcohol Testing. The Union supports the company’s Drug free Workplace policy and the Company’s right to require any and all employees to submit to alcohol and/or drug testing. All actions taken would need to be in compliance with Minnesota state statutes. Any Changes in the Company Policy will be communicated and discussed with the Union prior to any implementation.

ARTICLE 23 – LABOR MANAGEMENT MEETINGS

Section 1. The parties agree that matters other than form grievances may arise during the term of this Agreement. In order to promote better understanding between the parties on a continuing basis, labor-management meetings shall be held periodically between the Union and the Employer’s representative. Appropriate subjects shall be discussed at the request of either party and may include consideration of classification disputes.
ARTICLE 24 – MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the express written provisions of this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed, to determine the number of employees to be employed, to lay off employees, to assign and delegate work, to maintain and improve efficiency, to require observance of Employer’s 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

Section 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 of an apprenticeship or training program in individual Hospitals.

ARTICLE 26 – EDUCATIONAL DEVELOPMENT

Section 1. (a) The Hospital shall pay full-time employees minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books for educational development under the following circumstances: Employees with at least ten (10) years of service to the hospital shall be reimbursed at eighty-five percent (85%) and employees with at least fifteen (15) years of service to the hospital will be reimbursed at one hundred percent (100%).

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.

5. The Hospital will provide employees covered by this agreement with the opportunity to take advantage of the direct billing clause of the non-contract tuition reimbursement policy under the same terms and conditions as provided to non-contract employees.

(b) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

(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.
ARTICLE 27 – MERGERS

Section 1. If a Hospital merges with another contracting Hospital “or closes” during the term of this Agreement, the parties shall meet and negotiate with respect to seniority and other applicable issues.

ARTICLE 28 – HOSPITAL SYSTEM TRANSFERS

Section 1. Employees who are accepted for employment at another contracting Hospital within the same hospital system shall retain accrued sick leave, vacation, and vacation accrual level. Waiting periods will be waived for the benefit plans in Article 13 through 20. The provisions of this Article shall not include carryover of seniority under Article 6 of this Agreement.

ARTICLE 29 – PERSONAL VEHICLES

Section 1. Employees shall not be required to use personal vehicles for Employer business. Any employee electing to do so shall be reimbursed at the Hospital’s normal mileage rate.

ARTICLE 30 – PARKING CHARGES

Section 1. The Employer reserves the right to establish and modify parking charges.

ARTICLE 31 – TERM OF CONTRACT

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

For: Methodist Hospital

Cara Hull, Vice President Human Resources

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Mark Hartzell, Steward

7/12/17 Date:

4/28/17 Date:

SM/jcb/opeiu#12 Contracts/Methodist
LETTER OF AGREEMENT

Methodist 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:

Fees required by the Minnesota Department of Labor and Industry for the performance of some job duties (i.e. non-licensed electrical worker) shall be reimbursed by the Employer by a direct receipted expense.

For: Methodist Hospital

Cara Hull,  
Vice President Human Resources

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

David Monsour, Business Manager  
Scott Marsyla, Business Representative

Mark Hartzell, Steward

7/12/17  
Date:

4/28/17  
Date:

SM/jcb/opelu#12