AGREEMENT

between

NORTH MEMORIAL HEALTH CARE

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 Rd D East, White Bear Lake, MN 55110 hereinafter referred to as the “Union” representing the employees in the classification as described in Article 10 and Article 1 of the addendum, and North Memorial Medical Center, 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 that come under the jurisdiction of this contract 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.

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

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

ARTICLE 4 – GRIEVANCE 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

5.1 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

6.1 The principles of seniority rights shall govern in filling vacancies, determining layoffs, callbacks, 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 as follows:

Selection of a Lead. The Hospital 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.

6.1 Definitions.

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

6.1.2 Bargaining Unit Seniority. Bargaining unit seniority shall be established as of the employee’s most recent date of employment with the Employer in a classification covered by this Agreement.
6.1.3 **Classification Seniority.** Classification seniority shall be established as of the employee’s most recent date of employment with the Employer in a classification covered by this Agreement.

6.2 **Seniority.**

6.2.1 **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.

6.2.2 **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. Should a full-time employee reduce hours for medical reasons, the employee will continue to be classified as full-time for purposes of seniority subject to the limitations outlined in Article 15.2. An employee’s time on paid and/or unpaid leave will not change an individual’s seniority date subject to the limitations outlined in Article 15.2.

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

a) Voluntary quit.

b) Discharge of 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, unpaid leave of absence at the time prescribed.

6.2.4 **Seniority When Working Out of Unit.** When a bargaining unit employee is offered and accepts a position with the employer that is outside the jurisdiction of this Agreement, or with Local 70, 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 frozen seniority after twelve (12) months, but with twenty-four (24) months, they will only 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 the seniority rights they had established before leaving the unit.

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

6.4 **Layoff.**

6.4.1 **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.

6.4.2 **Reductions.** When a reduction in the workforce becomes necessary, it will be by classification. If the position of Utility Worker is filled, this position will be the first position to be reduced. The employee in the affected classification, with the least classification seniority shall be the next employee laid off.

6.4.3 **Workforce.** When any reduction in the bargaining unit workforce occurs due to layoff, attrition, or not filling an open position, the Utility position will be vacated.

6.4.4 **Displacement Rights.** 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 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.

6.5 **Under Agreement.** Employees shall be recalled in reverse order of layoff. Employee covered by this Agreement, who are on layoff status, will have opportunity for openings in other classifications 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.
ARTICLE 7 – JOB POSTING AND PROMOTION

7.1 **Shift Selection.** 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 will be based on classification seniority.

7.2 **Posting and Vacancies.** A notice of job openings will be posted for not less than seven (7) calendar days. The notices 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.

Qualified 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 employee in the classification applies, then the most senior qualified full-time bargaining unit applicant will be awarded the position. If no full-time bargaining unit employee applies or is qualified then qualified part-time employees in the classification will be given the opportunity to fill the position.

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

7.4 **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 position.
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 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. The Employer will conduct a performance review approximately midterm of the probation period. Employees may be terminated with or without cause during the probationary period. The Hospital, when a reason exists, may extend a new employee's probationary period for an additional sixty (60) calendar days of employment by mutual agreement of the parties.

9.2 Temporary employees who work six (6) months or less will not be entitled to benefits under the Contract except the hourly wages and shift differential. Temporary employees who work more than six (6) months will receive all benefits covered by this Contract at the appropriate level, except seniority rights. Temporary employees will not exceed one (1) calendar year of employment. All temporary employees will be laid off before regular employees are laid off. Temporary employees will not have recall rights, nor will they have the right to bid for regular openings, but they may apply for such openings. Temporary employees, if hired for a regular position, will have their seniority start the day they are hired to fill the regular position.
ARTICLE 10 – JOB CLASSIFICATIONS

10.1 The following classifications of employees are hereby established for the Employer and duties defined:

10.1.1 Watch Operating Engineers. Watch Operating Engineers shall be licensed boiler operators under the direction of the appointed Chief Engineer. Their duties are to take charge of a watch and to supervise and perform the duties required on the job during the watch, and supervise apprentice engineers.

10.1.2 Maintenance Engineers. Maintenance Engineers are those engineers who are engaged mainly in servicing and repairing equipment and carpentry work 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 Apprentice or Watch Operating Engineer. Management will track the hours of time spent doing carpenter work as described in Section 10.1.4. If the amount of time exceeds five hundred (500) productive hours in a rolling six (6) month period, management and the Union agree to meet and discuss the establishment of a regularly scheduled carpenter position.

10.1.3 Utility Person. The primary function of this position is to maintain a clean and safe work environment through the performance of minor maintenance tasks through assisting engineers, maintenance, and the skilled crafts staff, as per the current job description.

10.1.4 Carpenter Description. Carpenters are responsible for the design, building and installation of case work as dictated by the customer and the project scope according to North Memorial standards. Responsibilities also include repairing casework and furniture and hanging and mounting items.
ARTICLE 11 - WAGES

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

**Watch Operating Engineers**
Effective pay period closest to May 1, 2017: $32.88
Effective pay period closest to May 1, 2018: $33.54
Effective pay period closest to May 1, 2019: $34.21

**Maintenance Engineers**
Effective pay period closest to May 1, 2017: $32.88
Effective pay period closest to May 1, 2018: $33.54
Effective pay period closest to May 1, 2019: $34.21

**Carpenters**
Effective pay period closest to May 1, 2017: $32.88
Effective pay period closest to May 1, 2018: $33.54
Effective pay period closest to May 1, 2019: $34.21

**Utility Person**
Effective pay period closest to May 1, 2017: $17.63
Effective pay period closest to May 1, 2018: $17.98
Effective pay period closest to May 1, 2019: $18.34

11.2(a) Employees required to work the regularly scheduled afternoon shift shall receive seventy five cents ($0.75) per hour in addition to their regular hourly rate of pay. Employees required to work the regularly scheduled night shift shall receive eighty cents ($0.80) per hour in addition to their regular hourly rate of pay.

11.2(b) Employees required to work weekends will receive fifty cents ($0.50) per hour effective May 1, 2002 plus any additional shift pay plus their regular hourly rate of pay.
11.3 Lead Positions.

A. Lead Position. The Employer may create one or more on-going lead positions who perform lead duties which will include, but not be limited to, preparing and assisting in bidding work, planning projects, including having needed supplies and coordinating times with other department, recommending quality and standards for different projects, coordinating work assignments, responsible for providing technical advice and input.

B. Pay. A lead person will retain seniority in the classification for which the person is a lead. The lead position will be paid same rate as the Chief Engineer.

C. Selection. The hospital will determine the duties, relevant qualifications and needed attributes for the lead position. The lead position will be given to the most qualified individual who has applied and/or notes interest in obtaining the lead position. If qualifications are substantially equal, preference will be given to the senior employee.

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 employees and the Union may be made.

12.2 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.
12.3 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.

12.4 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.

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 The Employer may assign bio-medical technicians to be on call during their off-duty hours. When a bio-medical technician is assigned to be on call, the employee will be paid four dollars ($4.00) per hour (generally scheduled weekly) for all hours assigned to be on call. On call duty will be assigned as equitably as possible among the qualified bio-medical technicians.

12.7 Telephone Pay. On call employees who handle company business over the telephone shall be compensated for a minimum of fifteen minutes, or actual length of the call. Multiple calls for the same problem shall be considered one occurrence.

**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, and provide a thirty (30) day notice of the scheduled day.
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 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.

**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:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Days of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 16 years</td>
<td>21</td>
</tr>
<tr>
<td>After 17 years</td>
<td>22</td>
</tr>
<tr>
<td>After 18 years</td>
<td>23</td>
</tr>
<tr>
<td>After 19 years</td>
<td>24</td>
</tr>
<tr>
<td>After 20 years</td>
<td>25</td>
</tr>
</tbody>
</table>
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. The vacation year shall be April 1 through March 31. The window for requesting vacation during this time is January 1 to the end of February. All requests during the window period shall be determined by seniority. All vacation requests outside the window shall be determined by first come first served basis. In the event of simultaneous requests seniority will prevail.

**14.9** Unless the Employer’s then current practice allows more, vacation may be accrued up to a maximum of one times the applicable annual rate at which time the employee will cease to accrue vacation unless and until that employee’s vacation balance drops below the applicable annual accrual rate.

**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) month 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 18.

ARTICLE 16 – BEREAVEMENT LEAVE

16.1 A leave of absence of three (3) days per occurrence without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law 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 employer and employee. For the purpose of this article domestic partners shall be treated the same as spouse.

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

ARTICLE 17 – HOSPITAL, MEDICAL AND DENTAL BENEFITS

17.1 The Employer will pay eighty five percent (85%) of the cost of single employee coverage for hospital and medical benefits pursuant to the Employers non-contract hospital and medical benefit plans.
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%) of the cost of dependency coverage under the Employer's "fee for service" plan for employees electing such coverage.

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 the employee or the employee's dependents.

17.4 The Employer will provide a group dental plan pursuant to the Employer's non-contract plan with the following exceptions: annual maximum benefit of one thousand five hundred dollars ($1,500) per covered member and a separate lifetime maximum orthodontic coverage of one thousand five hundred dollars ($1,500) per covered adult and child. The Employer will pay eighty-five percent (85%) of the cost for the single dental coverage and the employee will pay the additional cost for dependent coverage.

ARTICLE 18 - LONG-TERM DISABILITY INSURANCE

18.1 The Employer shall make available at the employee's expense a long-term disability insurance program for full-time employees covered by this Agreement and premiums will be paid by means of payroll deduction. Participation is mandatory.

18.1.1 Watch Operating Engineers, Maintenance Engineers, Utility Persons, and Carpenters shall receive sixty-five percent (65%) of covered monthly compensation up to a maximum of five thousand three hundred eighty-five dollars ($5,385.00) per month of such compensation. No benefit provided under this section for those job classification listed in 18.1.1 above shall exceed three thousand five hundred dollars ($3,500.00) per month effective June 1, 2008. Beginning May 1, 2012, Bio-Medical Technicians shall receive sixty-five percent (65%) of covered monthly compensation up to a maximum of
five thousand six hundred forty-five dollars ($5,645.00) per month of such compensation. No benefit provided under this section for Bio-
Medical Technicians shall exceed three thousand six hundred sixty-nine dollars ($3,669.00) effective May 1, 2012. 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:

<table>
<thead>
<tr>
<th>Age (At Disability)</th>
<th>Maximum Benefit Payment Period (Following Disability Qualifying Period To age 65 (but not less than 42 months))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 62</td>
<td></td>
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<tr>
<td>62</td>
<td>42 months</td>
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<td>63</td>
<td>36 months</td>
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<td>64</td>
<td>30 months</td>
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<td>24 months</td>
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<td>21 months</td>
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<td>18 months</td>
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<td>68</td>
<td>15 months</td>
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<tr>
<td>69</td>
<td>12 months</td>
</tr>
</tbody>
</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

19.1 The Employer shall provide and pay the cost of a group term life insurance plan in the amount of $60,000, effective the first day of the month following thirty (30) days after employment into a classification covered by this agreement.

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 $3.09

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

21.1 The parties to this Contract may meet and negotiate during the term of this Agreement on subjects that are not specifically covered by the provisions of this Agreement. Any agreements reached as a result of such negotiations shall be written in an addendum to be attached to this Agreement. Any negotiations conducted pursuant to this Article shall not constitute a reopening of the contract, and shall not affect the term of the Agreement as set forth in Article 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**

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

**ARTICLE 23 – LABOR MANAGEMENT MEETINGS**

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

**ARTICLE 24 – MANAGEMENT RIGHTS**

24.1 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 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 – EDUCATION COMMITTEE

25.1 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. Management and 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 establishing training and to be able to demonstrate knowledge acquired through training.

ARTICLE 26 – EDUCATIONAL DEVELOPMENT

26.1(a) Educational Development: 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 $1,500 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.

26.1(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. Employees, who believe 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.

26.1(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**

27.1 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**

28.1 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

29.1 Employees shall not be required to use personal vehicles for employer business. Any employee electing to do so shall be reimbursed at the Hospitals' normal mileage rate.

ARTICLE 30 – PARKING CHARGES

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

ARTICLE 31 – TERM OF CONTRACT

31.1 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 hereafter, 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: North Memorial Health Care

Nick Wombacher, Dir. of Team Member Relations

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Scott Marsyla, Business Representative

Michael Dowdle, Steward

Steve Johnson, Steward

Date: 9/26/17

Date: 9/25/2017

SM/jcb/opeiu#12
Contract/North Memorial
ADDENDUM AGREEMENT

This agreement is made and entered this first (1st) day of May 1998, by and between North Memorial Health Care (hereafter the "Employer" or the "Hospital") and International Union of Operating Engineers, Local No. 70 (hereafter the "Union").

1. Pursuant to the NLRB certification in Case No. 81-RC-16136, the Employer recognizes the Union as a bargaining representative for full time and part time bio-medical technicians employed by the Employers; excluding all other employers, defined in the Act.

2. This contract is an addendum to the current contract between North Memorial Health Care, and the Operating Engineers Local 70 (effective May 1, 2017, through April 30, 2020) and shall include all language and benefit provisions set forth in that contract except the following:

   A. Paragraph 3.1 shall be revised to read in its entirety as follows: "It is mutually agreed that the bio-medical technicians 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 maintain so as to obtain the best possible economics."

   B. Paragraph 8.1 shall be revised to read in its entirety as follows: "Bio-medical technicians electing to resign shall be required to give the Employer fourteen (14) calendar days' notice and shall continue in the Employer's service during this fourteen (14) calendar day period with the exception that the employees may leave earlier when a competent replacement can be made by the Union. Failure to give such notice shall result in loss of vacation benefits which the employee might otherwise be entitled to.

The Employer agrees that if reductions in the crew are necessary, the Employer will give the employee at least fourteen (14) calendar days' notice or in lieu of the notice the Employer may pay the employee fourteen (14) calendar days advance salary.
C. The probationary period in Article 9.1, for the purpose of this addendum, shall be six (6) months. The Employer will conduct a performance review approximately midterm of the probation period.

D. Paragraph 10.1 shall be revised to add the classification of bio-medical whose duties will be defined as follows: "Bio-medical technician, whose duties will be to perform repairs, calibration, scheduled safety and performance inspections, user applications assistance, acceptance testing, installation, incident and recall resolution, pre-purchase evaluations and in service education.

E. Article 11, Paragraph 11.1 shall be revised to add the classification and pay rate for full time and regularly scheduled part time bio-medical technicians.

F. Paragraph 29.1 shall be revised to read in its entirety as follows: "Employees electing to use personal vehicles for Employer business will be reimbursed by the Hospital at the IRS allowable mileage rate".

G. A subcontract provision is added to the agreement which states: "The Union recognized that the area of bio-medical technicians is constantly and rapidly changing and that patient safety is the primary concern of both the Hospital and the Union in the repair and maintenance of medical electronic equipment. When employees covered by this agreement do not have the specific knowledge or experience or skills necessary to repair or maintain any of the medical electronic equipment utilized by the Hospital to protect any and all warranties, and to utilize service contracts offered by the manufacturer for the repair and maintenance of any newly purchased equipment for economic or safety reasons. The above provisions shall also apply to the time periods required for the bio-medical technicians to develop the skills required for the repair and servicing of such equipment when found to be economically feasible to do so. It is understood that issues which arise concerning the implementation of this paragraph shall be
discussed prior to their implementation. This provision shall not be used to diminish the bargaining unit.

H. A paragraph is added to the agreement which sets forth the following definition of full-time and part-time employees:

1. Full-time employees are defined to mean employees who are regularly scheduled to work eighty (80) hours per pay period.

2. Part-time employees are defined to mean employees who are regularly scheduled to work less than eighty (80) hours per pay period.

3. Part-time employees who are regularly scheduled to work less than forty (40) hours per pay period will not be eligible for the health insurance benefits provided in this agreement.

4. Employees who are regularly scheduled to work less than eighty (80) hours and at least forty (40) hours per pay period will receive prorated benefits based on the number of hours scheduled to work.

5. Part-time employees shall be eligible to receive holiday pay if they actually work on the holiday.

I. A provision is added to the contract which states as follows: "This agreement incorporates the entire understanding of the parties and it is specifically agreed that all past practices, policies, or understanding concerning terms, benefits, or conditions of employment which are in place prior to the signing of this initial agreement are waived and are not binding on the hospital, except to the extent they are expressly incorporated in the written provisions of this contract."

J. A provision is added to the contract which provides for training of bio-medical technicians as follows: "The Employer will provide up to $6,000 per year, per bio-medical technician, as needed, for job
related training for bio-medical technicians. This training shall be
distributed as equitably as possible among bio-medical
technicians. New equipment purchased with training shall not
apply.

K. The following agreement on Pension is included in this contract:
"Effective the first day of the month following the execution of this
agreement, employees will begin participation in the IUOE Central
Pension Fund in accordance with Article 20 of the current labor
agreement between North Memorial Health Care et al. and the
Operating Engineers Local 70 (effective May 1, 2004 through April
30, 2008). Employees covered by this addendum agreement, will
cease participation in the North Memorial Health care Pension
(NMHCP) Plan on the last day of the month in which this contract
is executed. It is understood that when participation in the
NMHCP Plan ceases, all monies of employees covered by this
agreement which are then in the NMHCP Plan will remain in the
NMHCP Plan. To the extent, an employee who is covered by this
agreement, continues to be employed by the Hospital, without
break in service, such employee will be allowed to become vested
in the NMHCP Plan after five (5) years of continuous employment
by the Hospital if they complete 1,000 hours of service each
calendar year."
L. Paragraph 11.1 shall be revised to read as follows: "Bio-medical technicians shall receive the rates of pay as outlined below:

<table>
<thead>
<tr>
<th>BMET Level I</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>
</tr>
</thead>
<tbody>
<tr>
<td>BMT graduate or employee with less than one (1) year experience</td>
<td>$26.17</td>
<td>$26.69</td>
<td>$27.22</td>
</tr>
<tr>
<td>BMET Level II</td>
<td>$28.04</td>
<td>$28.60</td>
<td>$29.17</td>
</tr>
<tr>
<td>After one (1) year (2080 hours) of continuous employment as BMET</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMET Level III</td>
<td>$31.66</td>
<td>$32.29</td>
<td>$32.93</td>
</tr>
<tr>
<td>After two (2) years (4160 hours) of continuous employment as BMET</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BMET Senior Level</td>
<td>$34.90</td>
<td>$35.60</td>
<td>$36.31</td>
</tr>
<tr>
<td>After three (3) years (6240 hours) of continuous employment as BMET</td>
<td></td>
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<td></td>
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</table>

M. Lead Positions,

A. **Lead Position.** The Employer may create one or more ongoing lead positions who perform lead duties which will include, but not limited to, preparing and assisting in bidding work, planning projects, including having needed supplies and coordinating times with other departments, recommending quality and standards for different projects, coordinating work assignments, responsible for providing technical advice and input.

B. **Pay.** A lead person will retain seniority in the classification for which the person is a lead. The lead position will be paid an additional five percent (5%) of the classification rate of pay.
C. **Selection.** The hospital will determine the duties, relevant qualifications and needed attributes for the lead position. The lead position will be given to the most qualified individual who has applied and / notes interest in obtaining the lead position. If qualifications are substantially equal, preference will be given to the senior employee.

N. This agreement shall become effective on the date of execution of this agreement and shall extend through April 30, 2020, and 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 in any year hereafter, indicating that such party desires to request reopening the contract for amendments or wishes to terminate this agreement.

O. **Holidays.** Any employee electing to work a holiday will do so for straight time pay and may take the holiday at a different time, as long as the Employer and the employee agree on the day.

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**North Memorial Health Care**

Nick Wombacher, Dir. of Team Member Relations

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

David Monsour, Business Manager

Scott Marsyla, Business Representative

Michael Dowdle, Steward

Steve Johnson, Steward

Date: 9/26/17

Date: 9/25/2017

SM/jcb/opeiu#12
LETTER OF AGREEMENT

North Memorial Health Care, 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:

Overtime coverage for sick call in: The person who takes the call will be responsible for making the necessary arrangements to ensure the shift is covered. The first opportunity goes to the person on shift that precedes the person calling in. If more than one person is scheduled for the preceding shift, seniority will be first priority. The person on the preceding shift has the right to split the coverage with the person following the shift needing coverage. If the shift is not covered by the person preceding the shift needing coverage, then the opportunity for that shift will be based on seniority.

North Memorial Health Care

Nick Wombacher, Dir. of Team Member Relations

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Scott Marsyla, Business Representative

Michael Dowdle, Steward

Steve Johnson, Steward

9/26/17
Date:

9/25/2017
Date:

SM/jcb/opeiu#12