AGREEMENT

Between

SAINT CLOUD HOSPITAL

And

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

March 1, 2017, to February 29, 2020
# Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE II PROBATIONARY PERIOD</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE III GRIEVANCE AND ARBITRATION</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE IV DISCHARGE AND TERMINATION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE V SENIORITY</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE VI PAID TIME OFF</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE VII HOLIDAYS</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE VIII WAGES</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE IX LEAVE OF ABSENCE</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE X WORK WEEK</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE XI SICK LEAVE AND SHORT TERM DISABILITY</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE XII FUNERAL DAY</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE XIII MEDICAL INSURANCE</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE XIV DENTAL INSURANCE</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE XV PENSION PLAN</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE XVI GROUP LIFE INSURANCE</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XVII LONG TERM DISABILITY INSURANCE</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XVIII EMPLOYEE INCENTIVE PLAN</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XIX NO STRIKES OR LOCKOUTS</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XX MANAGEMENT RIGHTS</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XXI DRUG AND ALCOHOL TESTING</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE XXII EMPLOYER-PAID TRAINING</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE XXIII TERM OF AGREEMENT</td>
<td>11</td>
</tr>
<tr>
<td>LETTER OF AGREEMENT</td>
<td>12</td>
</tr>
<tr>
<td>LETTER OF AGREEMENT</td>
<td>13</td>
</tr>
<tr>
<td>LETTER OF AGREEMENT</td>
<td>14</td>
</tr>
</tbody>
</table>
AGREEMENT

AGREEMENT made this 11th day of September, 2017, by and between INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 70, AFL-CIO (hereafter referred to as the “Union”), and the SAINT CLOUD HOSPITAL, a Minnesota non-profit corporation, (hereafter referred to either as the "Hospital" or "Employer").

ARTICLE I
RECOGNITION

Section 1.1 – The Union shall be the sole representative of all engineers and maintenance employees of the Hospital in the classifications set forth in Article VIII hereof.

Section 1.2 – The Employer shall not enter into any agreement with employees covered by the Agreement, either individually or collectively, which in any way conflicts with the terms and provisions of the Agreement.

Section 1.3 – The Employer shall recognize up to three (3) Shop Stewards who shall be designated in writing by the Union as a representative of said Union. The aggrieved employee shall have the right to have the Shop Steward and/or other Union representatives present when the employee's grievance is presented and/or settled.

Section 1.4 – The Employer shall, upon written request of the employee, deduct union dues from employees' pay and remit monthly to the Union's business office.

ARTICLE II
PROBATIONARY PERIOD

The first six (6) months of employment of any new employee shall be a probationary period, during which time the employment of any such employee may be terminated by the Hospital with or without cause.

ARTICLE III
GRIEVANCE AND ARBITRATION

Section 3.1 – A grievance is hereby defined as any claim relating to the interpretation of or adherence to the terms and provisions of this Agreement.

Section 3.2 – The steps of the grievance procedure are as follows:

Step 1 – The employee will informally discuss the problem with the employee’s immediate supervisor.

Step 2 – If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in sufficient detail so that the Employer will be able to understand the basis of the alleged violation of the contract and respond to it, and shall be submitted to the Employer within twenty (20) calendar days following the date of the occurrence necessitating the grievance except, however, grievances challenging an employee’s discharge must be submitted to the Employer in writing within ten (10) calendar days following the date of the discharge.
Step 3 – If the grievance is not resolved in Step 2, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within ten (10) calendar days following the Union’s receipt of the Employer’s Step 2 answer.

Section 3.3 – The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The parties raising the grievance shall first strike one name, the responding party shall strike a second name and so on until only one name remains and that individual shall be designated as the neutral arbitrator.

Section 3.4 – The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of the written Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issue. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the Individual(s) filing the grievance.

Section 3.5 – The time limitations 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 permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

ARTICLE IV
DISCHARGE AND TERMINATION

Section 4.1 – Employees covered by the contract electing to resign shall be required to give the Employer fourteen (14) calendar days notice. The Employer has the right to pay the employee for any number of the employee’s scheduled shifts during the 14-day notice period, and have them terminate upon the conclusion of their last shift worked, or continue their service for the full 14-days notice period. In the event that the Employer exercises its right to end the employment relationship early with some number of shifts remaining in the 14-day period, and the employee does not work the full 14-days notice period as the result, the employee shall not forfeit any accumulated but unused PTO hours.

Section 4.2 – The Employer shall not discharge any employees covered by this Agreement without just cause except during the probationary period. Any employee charged with an offense involving discharge shall be informed of such offense in writing at the time of discharge and a copy thereof mailed to the Union.

Section 4.3 – The normal formal disciplinary sequence shall be as follows:

1. Written warning
2. Probation warning
3. Suspension without pay (copy to Union)
4. Demotion or discharge, at the discretion of the Employer (copy to Union)
This section will not be interpreted to prevent the Employer from discharging an employee immediately for cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

ARTICLE V
SENIORITY

Section 5.1 – Seniority shall be by job title classification (hereafter “Classification”) using the Classifications set forth in Section 8.1. Seniority within a Classification shall be defined as the length of time the employee has been employed in that Classification (hereafter referred to as “Classification Seniority”). The least senior employee within a particular Classification shall be laid off first. That laid off employee shall have the right to displace an employee in another Classification who is presently qualified to perform the job duties of the employee being displaced and who has more bargaining unit seniority. “Bargaining unit seniority” shall be defined as the entire length of employment from the employee’s last date of employment with the Hospital in a position covered by the Local 70 contract.

The number of employees in the classification of Engineering Support shall not exceed one per each four (4) employees in the classifications of Maintenance Engineer, Operating Engineers 1st Class B, Operating Engineer Lead, Electrician, and Plumber.

Notwithstanding the above, the Maintenance Engineer job classification and Engineering Support job classification shall be on one seniority list with each other for purposes of any layoff. Seniority order on this seniority list shall be based upon the employee’s Classification Seniority as defined above. Thus, the Maintenance Engineers and Engineering Support may be interspersed on this one list based upon their respective Classification Seniority dates.

The Classification Seniority for a Maintenance Engineer at the time of the layoff shall be based on the length of time the Maintenance Engineer has been employed in that job classification, even if the employee was formerly Engineering Support. In other words, time previously spent working as Engineering Support is not credited towards the employee’s seniority as Maintenance Engineer.

Section 5.2 – The Hospital shall post a notice of any job vacancies in the classifications covered by this Agreement. Notices shall be posted internally for ten (10) days. The Hospital shall give due consideration to seniority in the event employees covered by this Agreement desire to be promoted to the vacant position. However, the Hospital shall make the decision regarding the filling of said vacancies. The union can designate a local bargaining unit member to be an observer during the interview of all finalists for any bargaining unit position. The observer shall be an available employee in the same classification as the vacant position and may be the steward or another employee in that classification.

Section 5.3 – The Hospital shall give the Union Business Office advance notice in writing if a new job classification is to be established which will be covered by this contract. The parties shall negotiate with respect to such position and the rate of pay for the position. If such negotiations do not result in an agreement, the final decision shall be made by a three person panel comprised of one (1) union member, one (1) management representative, and one (1) neutral representative agreed upon by both parties.

Section 5.4 – An employee to be laid off will be given a five (5) calendar day written notice of said layoff or the Employer may in lieu thereof, pay the employee five (5) days salary.
ARTICLE VI
PAID TIME OFF

Section 6.1 – Each full-time employee will accrue PTO every pay period based on hours worked - up to 80 hours in a pay period. The employee is eligible to use accrued PTO immediately. The employee can save up to double the annual benefit level. The following chart, based on working 80 hours each pay period, shows the amounts of PTO the employee can accrue.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual PTO in days (8-hr shifts)</th>
<th>Annual PTO in hours</th>
<th>PTO hours accrued per 2 week pay period</th>
<th>Maximum PTO hour accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1</td>
<td>21</td>
<td>168</td>
<td>6.46</td>
<td>336</td>
</tr>
<tr>
<td>2 - 5</td>
<td>23</td>
<td>184</td>
<td>7.08</td>
<td>368</td>
</tr>
<tr>
<td>6 - 9</td>
<td>28</td>
<td>224</td>
<td>8.62</td>
<td>448</td>
</tr>
<tr>
<td>10 - 14</td>
<td>33</td>
<td>264</td>
<td>10.15</td>
<td>528</td>
</tr>
<tr>
<td>15 - 19</td>
<td>34</td>
<td>272</td>
<td>10.46</td>
<td>544</td>
</tr>
<tr>
<td>20+</td>
<td>35</td>
<td>280</td>
<td>10.77</td>
<td>560</td>
</tr>
</tbody>
</table>

Annually, the employee will be eligible to take a cash payout of the PTO based on the following requirements.

- Employees with 1-4 years of service may cash out up to 40 hours of PTO at 100% of pay if they have taken 40 hours of PTO during the year.
- Employees with 5 or more years of service may cash out up to 80 hours of PTO at 100% of pay if they have taken 80 hours of PTO during the year.

The payout will occur after the end of each calendar year.

Section 6.2 – Scheduled PTO may be taken at any time and in any increment of time subject to the scheduling needs of the Employer and the approval of management. All scheduled PTO must be requested and approved in advance. Requests for scheduled PTO must be approved by the Director Maintenance, the Maintenance Operations Manager, or other designees.

Section 6.3 – An employee who wishes to resign shall give the Employer fourteen (14) calendar days’ notice. Employees who quit without giving this 14-days’ notice, or who leave their employment or stop working prior to the end of this required notice period, shall forfeit any accumulated but unused PTO hours, and such hours shall not be paid-out to the employee. The Employer shall pay-out accumulated but unused PTO hours to an employee who is involuntarily terminated.

Section 6.4 – A scheduled PTO schedule shall be posted by March 15 and the employees, by seniority as indicated in Section 5.1, shall have first choice on the schedule. However, this choice must be made by April 15 and senior employees shall not have the right to change their initial designated dates unless it is mutually agreed upon by the employees involved and the Employer.

Scheduled PTO requests submitted after April 15th shall be considered on a first come first serve basis.
ARTICLE VII
HOLIDAYS

Section 7.1 – An employee required to work on New Year’s Day, Easter, Memorial Day, Fourth of July, or Labor Day shall be paid at the rate of time and one-half (1-1/2 times) for work performed on such day as holiday pay.

Employees required to work Thanksgiving Day or Christmas Day shall be paid at the rate of double time (2 times) for work performed on such day as holiday pay.

Section 7.2 – Employees working five (5) or more hours between 3:30 p.m. and 11:30 p.m. Christmas Eve Day shall receive pay at one and one-half times the regular rate of pay for those hours.

ARTICLE VIII
WAGES

Section 8.1 – The minimum wage scales for the classification of work covered by the Agreement shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective 3/12/17</th>
<th>Effective 3/11/18</th>
<th>Effective 3/10/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bio Medical Equipment Technician (See Section 8.7)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start**</td>
<td>26.79</td>
<td>27.33</td>
<td>27.88</td>
</tr>
<tr>
<td>Upon reaching 2080 hours worked**</td>
<td>27.82</td>
<td>28.38</td>
<td>28.95</td>
</tr>
<tr>
<td>Upon reaching 6240 hours worked**</td>
<td>31.21</td>
<td>31.83</td>
<td>32.47</td>
</tr>
<tr>
<td>Upon reaching 10,400 hours worked**</td>
<td>34.35</td>
<td>35.04</td>
<td>35.74</td>
</tr>
<tr>
<td>Bio Medical Equipment Technician II</td>
<td>37.07</td>
<td>37.81</td>
<td>38.57</td>
</tr>
<tr>
<td>Lead Bio Medical Equipment Technician</td>
<td>36.08</td>
<td>36.80</td>
<td>37.54</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>30.64</td>
<td>31.25</td>
<td>31.88</td>
</tr>
<tr>
<td>Lead Maintenance Engineer</td>
<td>32.17</td>
<td>32.81</td>
<td>33.47</td>
</tr>
<tr>
<td>Groundskeeper</td>
<td>21.53</td>
<td>21.96</td>
<td>22.40</td>
</tr>
<tr>
<td>Lead Groundskeeper</td>
<td>22.60</td>
<td>23.05</td>
<td>23.51</td>
</tr>
<tr>
<td>Operating Engineer Specialist</td>
<td>22.00</td>
<td>22.44</td>
<td>22.89</td>
</tr>
<tr>
<td>Operating Engineer 2nd Class</td>
<td>24.50</td>
<td>24.99</td>
<td>25.49</td>
</tr>
<tr>
<td>Operating Engineers 1st Class B</td>
<td>30.64</td>
<td>31.25</td>
<td>31.88</td>
</tr>
<tr>
<td>Lead Operating Engineer</td>
<td>32.17</td>
<td>32.81</td>
<td>33.47</td>
</tr>
<tr>
<td>Carpenter</td>
<td>30.64</td>
<td>31.25</td>
<td>31.88</td>
</tr>
<tr>
<td>Painter</td>
<td>30.64</td>
<td>31.25</td>
<td>31.88</td>
</tr>
<tr>
<td>Engineering Support</td>
<td>19.37</td>
<td>19.76</td>
<td>20.16</td>
</tr>
<tr>
<td>Master Electrician</td>
<td>38.43</td>
<td>39.20</td>
<td>39.98</td>
</tr>
<tr>
<td>Chief Engineer**</td>
<td>38.43</td>
<td>39.20</td>
<td>39.98</td>
</tr>
<tr>
<td>Master Plumber**</td>
<td>38.43</td>
<td>39.20</td>
<td>39.98</td>
</tr>
<tr>
<td>Maintenance Electronics Technician</td>
<td>30.64</td>
<td>31.25</td>
<td>31.88</td>
</tr>
<tr>
<td>Bio Medical Equipment Technician Imaging</td>
<td>34.35</td>
<td>35.04</td>
<td>35.74</td>
</tr>
<tr>
<td>Fire Protection Engineering Technician</td>
<td>34.35</td>
<td>35.04</td>
<td>35.74</td>
</tr>
<tr>
<td>Plumber</td>
<td>32.17</td>
<td>32.81</td>
<td>33.47</td>
</tr>
<tr>
<td>Electrician</td>
<td>32.17</td>
<td>32.81</td>
<td>33.47</td>
</tr>
</tbody>
</table>

**First year rate for these classifications as identified above are effective September 10, 2017 – not March 12, 2017.
Section 8.2 – An employee in a lower classification who works in a higher classification for four (4) hours or more shall receive the rate of pay of the higher classification for the entire shift. The provisions of this section shall not apply to engineering support, except when an engineering support person performs the duties of a groundskeeper classification.

Section 8.3 – Effective September 10, 2017, the shift differential shall be one dollar ($1.00) per hour for employees working the afternoon or night shifts. Day shift employees working four (4) or more hours before or beyond their regular shift shall receive shift differential for the extra hours worked.

Any call-back or call-in hours worked are eligible for the above shift differential when those hours are either on the afternoon or night shift.

Section 8.4 – In the event that the Hospital assigns a Bio Medical Equipment Technician II to work as a lead during a particular shift, that employee shall be paid an additional sixty cents ($0.60) per hour for such hours worked as a lead.

Section 8.5 – Mileage for CentraCare business is reimbursable to the employee-driver at the current IRS rate per mile under the same terms and conditions as paid to the Employer’s non-contract employees.

Section 8.6 – An employee will be promoted from Operating Engineer Specialist to Operating Engineer 2nd Class after gaining at least one year of operating experience as a boiler operator and obtaining a Minnesota Class 2A or 2B operator license, provided that the employee holds a valid Minnesota driver’s license.

An employee will be promoted from Operating Engineer 2nd Class to Operating Engineer 1st Class B, after gaining at least three years of experience operating high-pressure boilers and equipment and obtaining a Minnesota Class 1A or 1B, provided that the employee holds a valid Minnesota driver’s license.

The Employer does not intend for the Operating Engineer 2nd Class classification and/or the Operating Engineer Specialist classification to be held by particular employees on a permanent basis. These classifications are intended to be part of a progression to the Operating Engineer 1st Class B classification. If an employee in the Operating Engineer 2nd Class classification or Operating Engineer Specialist classification fails to progress to the next classification in this progression under the terms and/or the schedule determined by the Employer, the Employer shall have the right to terminate the employee for that failure, notwithstanding any other provision of this Agreement.

The Employer shall have the right to require that a job candidate or employee sign a non-competition agreement as a condition for obtaining or holding a position as an Operating Engineer Specialist, Operating Engineer 2nd Class, or Operating Engineer 1st Class B. The parties agree that the non-competition agreement required by the Employer will be limited in the following three respects: (1) Once the employee has been employed by the Hospital as Operating Engineer 1st Class B for five years, the employee will not be bound by the non-competition agreement upon separation from employment; (2) The non-competition obligation on the part of the employee will bind the employee for a maximum of two years after separating from employment with the Hospital; and (3) The non-competition agreement will restrict the employee from employment as a boiler operator within a maximum radius of 125 miles from St. Cloud Hospital, 1406 6th Ave N, St Cloud, MN 56303.
Section 8.7 – A Bio Medical Equipment Technician shall receive a wage increment upon reaching the applicable number of hours worked as set forth in the table immediately above. All wage increments shall be effective with the pay period commencing after the pay period during which the employee reaches the applicable hours worked benchmark. For purposes of determining when the employee is entitled to a wage increment, only hours actually worked are counted. The Employer’s obligation to implement wage increments for Bio Medical Equipment Technicians shall terminate as of the stated expiration date in Article 23 of the collective bargaining agreement, or the expiration date of any contract extension. The Employer shall have no obligation to implement wage increments after the expiration of the collective bargaining agreement or any contract extension(s).

Section 8.8 – Employees in the Bio Medical Equipment Technician classification will be placed into the Bio Medical Equipment Technician II classification after having 14,560 hours worked experience and at least one current and up-to-date certification that is designated by the Employer in its discretion as a “Recognized Certification.” The Employer will make the list of Recognized Certifications known to employees, and will advise employees of any change in the list. In the event that a Bio Medical Equipment Technician II no longer holds a Recognized Certification that is current and up-to-date, the employee will immediately thereupon move into the Bio Medical Equipment Technician classification, and their wage rate will reduce to the 10,400 hours worked wage rate in Section 8.1, effective the first day of the pay period immediately after the employee no longer has a Recognized Certification that is current and up-to-date.

The Employer may grant experience credit to employees hired into to the Bio Medical Equipment Technician classification for purposes of their placement onto the wage increment scale.

Hours worked is used as the standard for determining when a Bio Medical Equipment Technician is eligible for a wage increment, and is relevant for determining when a Bio Medical Equipment Technician may meet one of the qualifications towards becoming a Bio Medical Equipment Technician II; but hours worked shall not be used as a measure for calculating an employee’s seniority under the terms of the collective bargaining agreement.

Notwithstanding the first sentence of Section 5.1 of the collective bargaining agreement, the Bio Medical Equipment Technician and Bio Medical Equipment Technician II shall be a single “Classification” for purposes of any layoff. However, for purposes of any layoff, the length of time the employee had been employed in the Bio Medical Equipment Technician classification will be combined with the length of time the employee has been employed in the Bio Medical Equipment Technician II classification to determine that employee’s Classification Seniority. In other words, for purposes of any layoff, a Bio Medical Equipment Technician did not lose seniority, or start over at zero, upon becoming a Bio Medical Equipment Technician II.

Section 8.9 – An employee whose date of hire as a Bio Medical Equipment Technician is before September 8, 2017, shall continue to be paid at the 10,400 hours wage rate so long as the employee is continuously employed in the classification, even though the employee might not have worked 10,400 hours. Bio Medical Equipment Technicians with a date of hire of September 8, 2017, or later shall be subject to Section 8.7 above.

ARTICLE IX
LEAVE OF ABSENCE

The Hospital shall provide to eligible employees the opportunity to participate in the Hospital’s family and medical leave policy on the same terms and conditions that it is made available, from time to time, to other non-contract employees of the Hospital.
Applicable state and federal law will determine the employee’s use of military leave.

**ARTICLE X**

**WORK WEEK**

**Section 10.1** – The regular work week shall consist of forty (40) hours. Time worked in excess of forty (40) hours per work week or eight (8) in a work day shall be compensated at time and one-half the base hourly rate. No employee shall be required to work more than seven (7) consecutive days. The Hospital shall count PTO hours as hours of work for purposes of overtime if the PTO is scheduled in advance with the employee’s supervisor. Unscheduled PTO hours paid to an employee shall not be considered hours of work for purposes of overtime. Unscheduled PTO time includes such things as calling in for an illness either that day or for a subsequent day or other similar circumstances.

**Section 10.2** – Overtime shall be distributed to all employees in as equal a manner as possible.

**Section 10.3** – Work schedules will be posted at least fifteen (15) days in advance of their effective date.

**Section 10.4** – Anyone called back to work shall be guaranteed not less than the equivalent of three (3) straight time hours. Only call back hours worked will be used for purposes of overtime.

**Section 10.5** – When an employee is required to perform duties within one (1) hour before the beginning of their regular shift, Article 10, Section 4 shall not apply provided such service is not interrupted.

**Section 10.6** – Employees will have the right to exchange or modify shifts or days of work with the express permission from their supervisor.

**Section 10.7** – The Hospital may assign employees to be on-call. There will be an expectation of a one (1) hour response time. On-call pay will be compensated at five dollars eighty-five ($5.85) per hour. The three (3) hour call in provision under Section 10.4 shall apply if an employee is called-in to the facility while on on-call duty. On-call hours shall not be used in the computation of overtime. The Hospital will provide affected employees with at least two (2) weeks’ notice prior to the implementation of an on-call schedule. On-call duty will be distributed to the relevant employees in as equal a manner as possible.

**ARTICLE XI**

**SICK LEAVE AND SHORT TERM DISABILITY**

**Section 11.1** – The Hospital will provide to eligible employees the opportunity to participate in its sick leave and short term disability plans on the same terms and conditions that they are made available, from time to time, to other non-contract employees of the Hospital. Any questions relating to the terms and conditions of these plans shall be resolved exclusively by reference to the plan(s) itself. The Employer will notify the Union of any substantive change in these plans.

Individual employees who show a pattern of using unscheduled PTO may be required to provide a physician’s statement as proof of illness or injury. Advance notice of the requirement for a physician’s statement will be given to the employee.
ARTICLE XII
FUNERAL DAY

Funeral leave will be granted with pay for all employees for up to three consecutive calendar days off when death occurs in the immediate family. The term "immediate family" includes the employee’s spouse/significant other, child, mother, father, sister, brother, grandparent, grandchild, or the spouse’s/significant other’s child, mother, father, sister, brother, grandparent, grandchild or the employee’s step-mother, step-father, step-sister or step-brother. Funeral leave will only be paid for scheduled work days that fall on or within two (2) days of the actual funeral or memorial service. Employees who need additional time off may request such time off from their supervisor and use other available paid time off. If the employee does not have any other paid time off, requests for unpaid time off will be given consideration by the supervisor. Funeral pay will not be considered hours worked for overtime purposes.

ARTICLE XIII
MEDICAL INSURANCE

Section 13.1 – The Hospital will provide to eligible employees the opportunity to participate in its group medical plan(s) on the same terms and conditions that it is made available, from time to time, to other non-contract employees of the Hospital. The Employee will pay up to 20% of the lowest rate for the monthly premium for coverage based upon obtaining the full or maximum premium discount. In the event that the employee declines or fails to meet the qualifications for the lowest rate for the monthly premium, the Employee shall be responsible for paying the difference between the lowest monthly premium rate (based upon the full or maximum discount) and the monthly premium rate that applies to the employee. Any questions relating to the terms and conditions of this plan shall be resolved exclusively by reference to the plan itself. The Employer will notify the Union of any substantive change in the Plan.

Section 13.2 – Retirees eligible for pension distribution under the Hospital's pension plan will be allowed to participate at their own expense in any health insurance plan offered to regular employees until the retiree reaches eligibility age for federal Medicare health insurance coverage. At that time the retiree’s right to participate in the Hospital’s health plan will terminate. Any questions relating to the terms and conditions of this plan shall be resolved exclusively by reference to the plan itself. The Employer will notify the Union of any substantive change in the Plan.

ARTICLE XIV
DENTAL INSURANCE

The Hospital will provide to eligible employees the opportunity to participate in its dental plan on the same terms and conditions that it is made available, from time to time, to other non-contract employees of the Hospital. Employees will pay up to 40% of the premium for the coverage selected. Any questions relating to the terms and conditions of this plan shall be resolved exclusively by reference to the plan itself. The Employer will notify the Union of any substantive change in the Plan.

ARTICLE XV
PENSION PLAN

The Hospital will provide to eligible employees the opportunity to participate in its retirement plan on the same terms and conditions that it is made available, from time to time, to other non-contract employees of the Hospital. Any questions relating to the terms and conditions of this plan shall be
resolved exclusively by reference to the plan itself. The Employer will notify the Union of any substantive change in the Plan.

ARTICLE XVI
GROUP LIFE INSURANCE

The Hospital will provide to eligible employees the opportunity to participate in its group life/accidental death and dismemberment plan on the same terms and conditions that it is made available, from time to time, to other non-contract employees of the Hospital. Any questions relating to the terms and conditions of this plan shall be resolved exclusively by reference to the plan itself. The Employer will notify the Union of any substantive change in the Plan.

ARTICLE XVII
LONG TERM DISABILITY INSURANCE

The Hospital will provide to eligible employees the opportunity to participate in its group long term disability plan on the same terms and conditions that it is made available, from time to time, to other non-contract employees of the Hospital. Any questions relating to the terms and conditions of this plan shall be resolved exclusively by reference to the plan itself. The Employer will notify the Union of any substantive change in the Plan.

ARTICLE XVIII
EMPLOYEE INCENTIVE PLAN

The Hospital will provide to eligible employees the opportunity to participate in its employee incentive plan on the same terms and conditions that it is made available, from time to time, to other non-contract employees of the Hospital. Any questions relating to the terms and conditions of this plan shall be resolved exclusively by reference to the plan itself. The Employer will notify the Union of any substantive change in the Plan.

ARTICLE XIX
NO STRIKES OR LOCKOUTS

There shall be no 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 provisions of Article III of this contract.

ARTICLE XX
MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to revise job duties; to layoff employees; to assign and delete work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of the Employer rules, regulations, retirement and other policies; to discipline and discharge employees; to determine and change shift times; to assign or transfer employees; to schedule work and to determine the number of hours 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 XXI
DRUG AND ALCOHOL TESTING

Section 21.1 – The Hospital may implement a drug and alcohol testing policy on the same terms and conditions that are applied, from time to time, to non-contract employees of the Hospital. The Employer will notify the Union of any substantive change in the policy.

ARTICLE XXII
EMPLOYER-PAID TRAINING

Section 22.1 – This Section applies to situations in which Bio Medical Equipment Technicians and/or Biomedical Equipment Technician IIIs receive employer-paid training provided by an outside company or vendor. The Employer shall have the right to require Bio Medical Equipment Technicians and/or Biomedical Equipment Technician IIIs to execute a non-competition agreement and/or an agreement providing that the employee will remain employed for a defined period of time after receiving employer-paid training provided by an outside company or vendor, and will repay training expenses for failing to remain employed by the Employer for that period of time. The Employer will not require an employee to sign such an agreement as part of receiving training that the Hospital requires the employee to receive as a condition of continued employment.

ARTICLE XXIII
TERM OF AGREEMENT

This Agreement shall be in full force and effect from and after the first day of March, 2017, until the twenty-ninth day of February, 2020, and shall automatically continue from year to year thereafter, unless either party serves a written notice sixty (60) days prior to any subsequent annual expiration date of its desire to terminate, modify, or amend the Agreement.

SAINT CLOUD HOSPITAL

By Duane Rasmussen, Vice President Human Resources

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70, AFL-CIO

By Mickey Dowdle, President

Date

By Linda Powers, Recording Secretary

Date

By Dave Monsour, Business Manager

Date

By Dave Eiynck, Business Representative

11/06/17

Date

By Lance Bollmeyer, Steward

10/26/17

Date

By Christopher Hoover, Steward

10/27/17

Date

By David Speicher, Steward

10/26/17

Date
LETTER OF AGREEMENT

St. Cloud 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:

Alternate work schedule for Boiler Room Operators under the following conditions:

1. A twelve (12) hour rotating shift schedule with relief operators possibly working a mix of eight (8), ten (10), and twelve (12) hour shifts.
2. Overtime paid for the time worked in excess of forty (40) hours per week or twelve (12) hours in a day.
3. PTO hours TACS’d for holiday pay will be consistent with the schedule the employee is working.
4. The Employer may discontinue the alternate work schedule(s) at any time with 15 days’ notice.
5. The parties will negotiate over this LOA during the 2020 negotiations.

By Duane Rasmussen, 
Vice President Human Resources

By Dave Monsour, Business Manager

By Dave Elynck, Business Representative

By Lance Bollmeyer
Lance Bollmeyer, Steward

By Christopher Hoover, Steward

By David Speicher, Steward

Date

Date

Date

Date

Date
LETTER OF AGREEMENT

St. Cloud 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:

Alternate work schedule for Bio-Medical Department under the following conditions:

1. The Employer will consider scheduling needs when determining which employees from the Bio-Medical Department are eligible to participate.
2. Four (4) ten (10) hour days with overtime paid for the time worked in excess of forty (40) hours per week or ten (10) hours in a day.
3. PTO hours clocked for holiday pay will be consistent with the schedule the employee is working.
4. The parties will negotiate over this LOA during the 2020 negotiations.

By Duane Rasmussen, Date
Vice President Human Resources

By Dave Monsour, Business Manager Date

By Dave Eynick, Business Representative Date

By Lance Bollmeyer, Steward Date

By Christopher Hoover, Steward Date

By David Speicher, Steward Date
LETTER OF AGREEMENT

The Hospital may hire up to three groundskeeper assistants on a seasonal basis. These seasonal groundskeeper assistants are not covered by the collective bargaining agreement. They will not be eligible for benefits (including PTO), and they will be paid less than the wage rate for the Engineering Support classification. The period for these seasonal groundskeeper assistants will be April 15 through October 15. These employees would work a maximum of thirty hours per week on average over the course of the entire period. The work would include, for example, weeding, raking, policing of grounds and possibly push mowing at the St. Cloud Hospital, Gorecki Guest House, and CentraCare Health Plaza grounds. If there is a need to reduce the bargaining unit workforce, these seasonal groundskeeper assistants would be removed from the work force before any of the regular bargaining unit members. This Letter of Agreement will expire at the end of the day on February 29, 2020.

By Duane Rasmusson, Vice President Human Resources

By Dave Monsour, Business Manager

By Dave Eynick, Business Representative

By Lance Bollmeyer, Steward

By Christopher Hoover, Steward

By David Speicher, Steward

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St. Cloud Hospital | IUOE Local 70
3/17 through 2/29/20