AGREEMENT

between

ST. LUKE'S HOSPITAL
Duluth, Minnesota

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 70

July 1, 2018 through June 30, 2021
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THIS AGREEMENT, made and entered into this 1st day of July 2018, by and between ST. LUKE'S HOSPITAL, a charitable corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "Employer" or "Hospital," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, affiliated with the American Federation of Labor, which Union is hereinafter referred to as the "Union"; WHEREAS, the parties have heretofore had a contract covering the period from July 1, 2018 to June 30, 2021, and have agreed to certain changes, alterations and modifications therein, which changes and alterations are included herein so that the basic contract covering the employees as to wages, hours and working conditions is as of that date to read as follows:

ARTICLE I – GENERAL CONDITIONS

Section 1: The Employer recognizes the Union as the exclusive bargaining agency for all the employees of the Employer engaged in the operation of steam boilers, steam engines, diesel engines, refrigeration devices and machinery, electric motors, dynamos, air conditioning devices and maintenance of same and any power developing machines, and defined by the general constitution of the International Union of Operating Engineers as subject to its jurisdiction.

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

Section 3: The Employer agrees that a licensed engineer shall be on duty whenever required by law on account of the operation of any steam boilers, steam engines, refrigeration or any power-making machinery.

Section 4: Except as limited by the provisions of this Agreement, the Management of the Hospital and the direction of the working forces shall be vested in the Employer. This provision shall include, but is not limited to, the right to hire, to determine 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 enter into contracts for the furnishing and purchasing of supplies and services, to maintain and improve efficiency, to
require observance of Hospital rules, regulations, retirement and other policies, to discipline or discharge employees for cause, to schedule work and to determine the number of hours to be worked, to determine the methods and equipment to be utilized and the types of services to be provided, and to change, modify or discontinue existing methods of service and equipment to be used or provided. In no event, however, shall this designation of Management rights override the terms of this contract, and if there be conflict in terms, the language of the contract shall govern over the designation of Management rights.

Section 5: The Employer agrees, apart from normal assignment of duties, to advise the employees of their right to request Union representation during discussions, which could lead to discipline, termination or affect their personal working conditions.

Section 6: Both parties to this agreement recognize St. Luke's Hospital is an Equal Opportunity/Affirmative Action employer.

ARTICLE II – UNION SHOP, EMPLOYMENT PROVISIONS & WITHHOLDING OF UNION DUES

Section 1: All employees employed after the execution of this contract will have a probation status for the first one thousand forty (1,040) hours of employment. During such period, the Employer shall determine the fitness and ability of any such new employee for the job for which such employee has been employed. During such probationary period the Employer may discharge such probationary employee without cause and without the same constituting a breach of this contract or a grievance hereunder. Employees of St. Luke's who are not part of this bargaining unit who come into this bargaining unit shall be considered probationary for their first one thousand forty (1,040) hours of employment in the bargaining unit.

Section 2: It shall be a condition of employment that all employees of the Employer covered: by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing and those who are not members on the date of execution of this Agreement shall, on the thirty-first (31st) day, or such longer period as the parties may specify, following the date of execution of this Agreement, become
and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day, or such longer period as the parties may specify, following the beginning of such employment become and remain members in good standing in the Union.

Section 3: If the employee does not continue active membership in the Union, the Union will advise the Employer that such employee is not a member in good standing and will in writing give the Employer the reason therefore, and will demand the discharge of such employee. Upon receipt of such notice and demand for discharge, it shall be the obligation of the Employer to discharge such employee within thirty (30) days of the receipt of such notice. Such employee shall not, however, be discharged from the Union for reasons other than failure of the employee to tender the periodical dues and initiation fees uniformly required as a condition of acquiring or retaining membership and shall not be deprived of membership because of terms and conditions not generally applicable to other members of the Union.

Section 4 - Dues Check Off:

A. Upon receipt by the Employer of a voluntary written assignment by an employee, in a form to be agreed upon in writing by the Employer and the Union, the employer will deduct pursuant to this section such employee's periodic Union dues and initiation fee, if any, owed to the Union.

B. From the first monies paid to such employee in the first full calendar month of employment after such employee is a member of the Union, the Employer will deduct the dues for such month together with the initiation fee, if any is due, from the monies paid to such employee. The Employer will promptly remit any and all amounts so deducted by it from such Union members to the Union.

C. The Union will periodically keep the Employer advised in writing of the respective amount of dues and initiation fees, which shall be deducted.

D. If there are not sufficient earnings to make such deductions, then the deduction shall be made from the employee's pay in the next pay period.
ARTICLE III - MISCELLANEOUS EMPLOYEE BENEFITS: VACATION, SICK, HOLIDAYS, JURY DUTY, PENSION, EDUCATION AND PTO

Section 1. Vacations: All employees covered by this contract shall receive a vacation as follows:

A. All employees during the first, second, third and fourth years of employment shall receive two (2) weeks’ vacation with pay (10 working days).

B. All employees during the fifth, sixth, seventh, eighth and ninth years of employment shall receive three (3) weeks’ vacation with pay (15 working days).

C. All employees during the tenth year of employment and beyond shall receive four (4) weeks’ vacation with pay (20 working days).

D. All employees during the fifteenth year of employment and beyond shall receive in addition to 4 weeks’ vacation above, an additional three (3) days of vacation with pay, for a total of 23 working days.

E. All employees during the twentieth year of employment and beyond shall receive in addition to 4 weeks’ vacation plus 3 days above, an additional two (2) days of vacation with pay, for a total of 25 working days.

F. Such vacation pay shall be at the regular established straight time wage rate for such employee, which is paid at the time of the commencement of vacation.

G. The terms "calculation date" and "vacation calculations date" as used in this Article III, Section 1, shall mean with regard to each separate employee of the Employer, that employee's yearly anniversary date. For example, the yearly anniversary date of an employee who commences work at the Hospital on July 1, 1986, is deemed to be July 1 of each year thereafter.

H. The Hospital maintains the right to solely schedule vacations in a reasonable manner. Vacation request schedules will be posted from
January 1 to May 1 of each year; requests submitted during this period will be granted or denied on the basis of seniority. Requests submitted after this period will be granted on a first-come first-served basis. Exceptions may be granted due to emergency situations. Reasonable consideration will be given to short-notice requests.

I. An employee will receive terminal vacation pay for accrued vacation, provided he/she gives thirty (30) days written notice in the case of voluntary termination of employment.

J. The Employer will allow carryover of unused vacation hours for employees beyond the yearly anniversary date on the following basis:

i. An employee with twenty (20) or more continuous years of service may carry over 300 hours of earned vacation beyond his/her yearly anniversary date.

ii. An employee with five (5) or more continuous years of service may carry over 240 hours of earned vacation beyond his/her yearly anniversary date.

iii. An employee with less than five (5) but more than two (2) continuous years of service may carry over 160 hours of earned vacation beyond his/her yearly anniversary date.

iv. An employee with less than two (2) years of continuous service may carry over 80 hours of earned vacation beyond his/her yearly anniversary date.

v. Employees may receive pay for unused vacation hours beyond the foregoing limitations set forth in subsections (i), (ii), (iii) and (iv) above, only if the vacation time which is not eligible for carryover could not be utilized due to the Hospital's scheduling constraints.

K. The minimum amount of vacation to be scheduled shall be fifteen (15) minutes.

L. The parties agree that employees will submit vacation requests and those requests will be considered based on staffing requirements
and/or needs. If problems arise over vacation scheduling, the parties will discuss the issues in a joint Labor/Management Committee meeting.

**Section 2. Sick Leave:** In the case of disability due to illness, all eligible employees shall be entitled to sick leave within the limitations herein provided:

A. Employees may earn one (1) day sick leave with full pay for each completed month of employment, until such employees have accumulated seventy-two (72) days of sick leave; seventy-two (72) days shall be the maximum of sick leave that can be accumulated by an employee.

B. Prompt notice shall be given the Employer when any absence from work is due to illness if sick leave pay is to be claimed therefore. Any employee who has more than five (5) occurrences of sick leave per calendar year will be required to furnish evidence of such illness (a physician’s statement) and such requirement shall be for a reasonable period of time, however, generally in increments of 90 day periods.

Failure to furnish such evidence as required will disqualify the employee from receiving paid sick leave for the day(s) in question. Immediately following the use of the fifth (5th) occurrence, the Employer shall meet with the employee to review this procedure and discuss any mitigating circumstances which may exist and are contributing to these absences.

Employees may be required to furnish a statement from a medical practitioner upon the request of the Employer when the Employer has reasonable cause to believe that an employee has abused or is abusing sick leave.

**Section 3. Holidays:** The following days will be observed as holidays and will be paid to full-time employees as follows:

A. New Year’s Day, Memorial Day, Fourth day of July, Labor Day, Thanksgiving Day and Christmas Day. These holidays will be observed and paid for such in accordance with the Statutes of the State of
Minnesota defining in observance of such holidays, except that Christmas Day, December 25th, and New Year's Day, January 1st, and July 4th will be observed as a holiday on such dates, the Statutes to the contrary notwithstanding.

B. If an employee is normally scheduled to work on a holiday, but is not required to work on any of the above holidays, such employee shall receive eight (8) hours of pay at such employee's regular rate for the occupation for which such employee is ordinarily scheduled.

Engineers scheduled Monday through Friday at the time of the holiday: If the holiday occurs on a Saturday, the Engineer will take their holiday on the Friday immediately preceding the holiday. If the holiday occurs on a Sunday, the Engineer will take their holiday on the Monday immediately following the holiday.

Engineers not scheduled Monday through Friday at the time of the holiday: If the holiday falls on an employee's day off, the employee will be given one (1) day off (8 hours holiday pay) with pay, within the 90 day period immediately following the holiday; or in exchange for another day off within the same 90 day period, the employee may choose 8 hours holiday pay at their regular rate. Selection of the alternate day off may be made on a two-week advance notice and is subject to approval by the Hospital, based on staffing and scheduling ability.

If the holiday occurs during an employee's scheduled vacation, the employee will not be required to use vacation or PTO time on the observed holiday, as day will be paid as holiday pay.

C. If an employee is required to work on said holidays, such employee shall receive eight (8) hours holiday pay at the regular rate for the occupation for which scheduled and shall, in addition, receive one and one-half (1-1/2) times such employee's regular rate for the occupation at which such employee is working on that date for the first eight (8) hours worked during such holiday. Alternatively, the employee may choose to be paid 1 ½ times for the first 8 hours worked on the holiday and the employee will be given one (1) day off (8 hours holiday pay) within the 90 day period immediately following the holiday. Any employee
working over eight (8) hours on a holiday will be paid at the rate of two and one-half (2-1/2) times the employee's regular rate of pay for all hours over eight (8) hours. For the purposes of this Section 3(c) only, Christmas Day shall be deemed to extend over a thirty-two (32) hour period commencing at 3:00 p.m. on December 24th and continuing until 11:00 p.m. on December 25th, excluding any shift commencing at 7:00 a.m. on December 24.

D. In addition to the holidays enumerated in subdivision (a) above, each employee, except those who accrue PTO, who has completed the probationary period may take in each year a personal holiday of one (1) day, and each employee who has completed one year of continuous employment shall be entitled to three (3) personal holidays for personal holidays of one day each, on Monday through Friday when the employee is on the day shift. If an employee is never scheduled for the day shift, such employee may take personal holidays during such employee's regular shift. Requests for personal holidays shall be made on one-week advance notice and consent of the Employer shall not be unreasonably withheld.

E. Overtime payment shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for at 9 overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions; provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holidays shall be counted as hours worked in determining overtime.

Section 4. Funeral Leave: Up to three (3) consecutive scheduled days paid leave may be granted to employees with more than three (3) months of service when death occurs in the immediate family for the purposes of attending the funeral of the family member. Days claimed to be paid for funeral leave must be consecutively scheduled days, and must be taken within the qualified two (2) or three (3) day time period inclusive of or immediately adjacent to the funeral. The immediate family is defined as husband, wife, children, brothers, sisters, grandparents and grandchildren, father and mother (natural or stepparents of employee or spouse). If an employee is already on an approved and qualified vacation, the employee may substitute
the funeral leave for vacation time.

Two (2) consecutive scheduled days with pay are given when the funeral is within one hundred (100) miles and three (3) consecutive days when the funeral is more than one hundred (100) miles away, provided those are scheduled work days. Any other requested time off will be charged to vacation or considered unpaid leave of absence. For employees working flexible schedules, pay shall be for actual hours scheduled for the shift.

Section 5. Pensions: All members of the I.U.O.E. Bargaining Unit shall participate in the Hospital's Defined Benefit Plan and may participate in the Defined Contribution Plan. All new employees as of July 1, 2005, shall participate exclusively in the Defined Contribution Pension Plan and not the Defined Benefit Plan.

Section 6. Jury Duty: Jury duty pay is provided to allow eligible employees salary continuation while on jury duty.

A. Employees are eligible for jury duty pay after completion of ninety (90) calendar days of employment. Employees are limited to two (2) weeks, (eighty (80) hours) per year. Employees must present to their Supervisor the summons when they receive notification of jury duty. For employees working flexible schedules, pay shall be for actual hours scheduled for the shift.

B. Employees are allowed to retain payments received from the court for jury duty, service and transportation.

C. Employees may be scheduled to work when jury duty does not require attendance for the full day or when the employee is not required to report for jury duty. If any employee is working other than the day shift and is called up for jury duty, the hospital, the affected employee and other members of the bargaining unit will work together to attempt to reach a mutually agreeable schedule which, if possible, allows the affected employee the ability to work the day shift during jury duty service. If a mutually agreeable schedule cannot be reached, then it may be brought to management to switch schedules assigning another employee to work the shift open due to the jury duty.
D. The Hospital may request an employee be excused from jury duty if the employee’s absence would create a serious hardship, interruption of service, or compromise the quality of patient care.

E. The Hospital may require verification of jury duty attendance.

Section 7. Education: The Employer will make available to the employees, the Employer’s educational reimbursement program and shall follow the Hospital policy guidelines with $3,000.00 cap per year for each employee. The Employer may amend this policy.

Section 8. Paid Time Off (PTO). Employees hired after the ratification of this agreement on October 2, 2018, who are .6 FTE or above, will accrue Paid Time Off (PTO) per St. Luke’s policy P-6, Paid Time Off (PTO) and Short Term Disability.

A. PTO may be used for vacation, personal or other elective reason with prior approval and for personal illness. The holidays provided in Article III, Section 3(a) are separate from PTO. The holidays provided in Article III, Section 3(d) do not apply to employees with a PTO benefit.

B. Employees will utilize the Hospital’s STD plan and receive a benefit of 60% of pay, to a maximum of $850 per week, beginning on the 15th consecutive day of absence with proof of medical necessity.

C. Beginning January 1, 2019, Employees who deplete their sick balance will irrevocably auto-convert to PTO at the beginning of the following pay period.

D. PTO is accrued on the basis of hours worked at the following accrual amounts (for a full-time employee):

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>5 Years</th>
<th>10 Years</th>
<th>15 Years</th>
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<tr>
<td>Annual</td>
<td>16 days</td>
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<td>29 days</td>
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ARTICLE IV – SENIORITY, DISCHARGE, ARBITRATION

Section 1. Seniority: All employees shall hold department seniority rights based upon most recent date of hire as members of the I.U.O.E. bargaining unit. Where reductions are made in the crew, the least senior person in the department shall be the first person placed on lay-off. Recall shall be in order of department seniority. In the event of a reduction in force is made, the Employer will give the employee an advanced thirty (30) day notice of such a reduction, in writing.

From among qualified employees who submit interest in an open position and/or posting, seniority shall be considered by the Hospital. All employees who have been kept from work for a period not exceeding six (6) months on account of injury or sickness shall retain full employment rights over their former jobs and may 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 such employee’s former duties.

For benefit computations, previous continuous service with the Hospital shall be considered for eligibility and will be based on 2080 hours as equivalent to one year of service.

Section 2. Union Examination of Premises: 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 or its agents shall give such representatives passes whenever the Union deems such visits necessary.

Section 3. Employee Resignation: Employees covered by this contract electing to resign shall be required to give the Employer thirty (30) days’ notice and shall continue in the Employer’s service during this thirty (30) day period with the exception that the employee may leave earlier when competent replacement can be made by the Employer.

Section 4. Discharge: The Employer shall not discharge any employees covered by this contract without just cause. 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. The Union or the employee so discharged may protest such discharge within ten (10) days thereof by written notice to the Employer. If the employee or the Union is not
satisfied with the answer of the Employer to such written objections, such employee or Union shall submit such dispute to arbitration within fifteen (15) days thereafter. If such objection is not so submitted to arbitration, such employee shall be barred from any claims of any kind against the Employer herein. Any employee who has, however, been discharged and which discharge is later found to be without just cause, if such determination is made as provided herein, shall be reinstated and paid for time lost, including overtime which such employee would have worked.

Section 5. Grievance, Mediation and Arbitration: Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance procedure. A grievance may be initiated by a unit member, the Union, or St. Luke's Hospital.

No grievance other than wage claims shall be filed or processed which is based on facts or events, which have occurred more than fifteen (15) business days before the grievance is filed. A grievance based on a wage claim shall be filed or processed within fifteen (15) business days of the receipt of the check reflecting the complaint.

Any grievance, which the aggrieved party does not carry forward within the prescribed time limits, shall automatically be closed on the basis of the last disposition, unless the parties have agreed to an extension of time. There shall be no extension of the prescribed time limits except by mutual written agreement of St. Luke’s Hospital and the Union or the employee.

Refusal of either party to submit to or appear at grievance conferences at any stage shall result in a loss of the grievance by default of the party so absent.

The following steps shall be taken to settle grievances:

**STEP 1:** Conference between the aggrieved employee, a representative of the Union, if the employee wishes to have a representative present, and such employee's supervisor or designated representative. At Step 1, a grievance may be presented orally or in writing. Any grievance carried to Step 2 or beyond must be presented in writing.

Upon being presented with a grievance at Step 1, the responding party shall have fifteen (15) business days in which to render a response,
which may be oral or written. A business day is defined as Monday through Friday, excluding holidays (except a floating or personal holiday), vacations or school. The aggrieved party shall then have fifteen (15) business days from the date of receipt of said response in which to give written notice to the responding party of the intent to submit the grievance to Step 2, if the aggrieved party desires to carry the grievance forward.

This notice shall contain a brief written statement of the grievance.

**STEP 2:** Conference between a Union representative, the aggrieved employee, the Department Director or designated representative and the Director of Human Resources or designated representative.

The Step 2 conference shall be held within fifteen (15) business days of receipt of said notice. The responding party shall then have fifteen (15) business days from receipt of the Step 2 response in which to give written notice to the responding party of the intent to submit the grievance to Step 3, if the aggrieved party desires to carry the grievance forward.

The aggrieved party shall have fifteen (15) business days from receipt of the Step 2 response in which to give written notice to the responding party of the intent to submit the grievance to Step 3, if the aggrieved party desires to carry the grievance forward.

**STEP 3 (Optional) - MEDIATION:** Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties must agree to mediation. A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party unless it is mutually agreed the Mediator's recommendation is final and binding. If the dispute is not resolved by mutual agreement in this step, either party, within fifteen (15) days from the Mediator's recommendation, may move the dispute to Arbitration.

**STEP 4 - ARBITRATION:** If the aggrieved party desires to carry the grievance forward beyond Step 2 of the grievance procedure, the aggrieved party shall have thirty (30) business days from receipt of the
Step 2 response in which to give written notice to the responding party of the intention to submit the grievance to arbitration. If within ten (10) business days after receipt of this notice the parties cannot agree on the designation of a neutral arbitrator, then the Federal Mediation and Conciliation Service shall be called upon to submit a panel of five (5) neutral arbitrators. The arbitrator shall be selected from this panel immediately upon receipt of the panel at the request of the Union or the Hospital by striking four (4) names, and the fifth remaining name shall be the arbitrator. The parties shall toss a coin and the winner of the coin toss shall decide to strike first or second from the panel. The Union and St. Luke’s Hospital shall share equally in the cost of the arbitrator and any hearing room.

The arbitrator shall not add to, subtract from or vary the terms of this Agreement. All decisions must be rendered in accordance with the language of this Agreement or written interpretations pertaining thereto signed by the parties of this Agreement or their representatives. The arbitrator shall issue a written decision within sixty (60) days of the arbitration hearing.

The decision of the arbitrator shall be final and binding on the Union, the Hospital and any employee affected in any grievance so settled.

ARTICLE V – INSURANCE PROGRAM

Section 1. Health Insurance: Effective on the first of the month following thirty (30) days of employment, all eligible employees are able to participate in the Hospital’s health and dental insurance plans then in effect. Eligible employees shall be defined as all employees covered by this Agreement who have an FTE status of .60 or greater or who qualify as a result of the Affordable Care Act or other such regulation. Coverage and eligibility are subject to the normal rules and regulations of the insurance carrier.

A. The Hospital monthly contribution for health insurance shall be the same as for non-contract employees. In the event that health insurance benefit coverage, available plans or deductibles change for the majority of all eligible non-contract employees, then I.U.O.E. bargaining unit members will also be adjusted accordingly.
B. The Hospital shall provide to all eligible employees, who make proper application, single coverage dental insurance, at no cost to the employees for such dental plan. The benefits of the plan shall not be less than was set out in the Plan A dental summary submitted by the Hospital to the International Union of Operating Engineers, Local No. 70, during labor negotiations on October 28, 2008.

Effective October 1, 1993, a family dental plan will be made available with the cost of such plan to be paid by the employee. The provisions of this paragraph shall be implemented only if the carrier providing the basic dental insurance plan is agreeable to providing a family dental option.

Section 2. Long-Term Disability Insurance Plan: With such insurance companies as will provide the coverage, the Employer will provide the following long-term disability insurance coverage to all eligible employees, effective the 1st of the month following 1 year of employment.

A. In the event a covered employee is totally disabled because of accidental bodily injury or sickness, the insurance coverage described herein shall pay to such employee 60% of such employee's normal monthly earnings, to a maximum amount of $3,500 per month, less certain other payments to which such employee is otherwise entitled to account of such disability, commencing ninety (90) days after such employee became totally disabled.

B. The benefits payable pursuant to this insurance coverage shall terminate:

   i. at age 65 for disabilities beginning prior to age 62,

   ii. after three (3) years for disabilities beginning age 62 through age 64, and

   iii. after two (2) years, or at age 70, whichever is earlier, for disabilities beginning at age 65 or older.

Section 3. Life Insurance: The Hospital shall provide a term life insurance effective the 1st of the month after 30 days of employment to eligible employees (0.60 FTE or greater), of either $30,000 or one and one-half (1.5) times the employee's salary up to a maximum of $150,000, whichever is
greater; employees may also purchase additional insurance up to the same amount of coverage provided by the Hospital.

Section 4. General Provisions: At the end of the calendar month in which the employee ceases active work for the Employer on its premises, the Employer shall cease to have any responsibility for the maintenance of said contracts and the employee shall be solely responsible for the converting of the same to such employee's own use if such is permissible by the rules and regulations of the various insurance or contract carriers providing such coverage.

The Employer will contract for the above designated coverage. The failure of the Employer, insurance or contract carriers or medical or dental associations to provide any of the benefits above specified for which such contracts shall be made shall result in no liability to this Employer, nor shall such failure be considered a breach of any obligations which the Employer has undertaken by this or any other agreement with the Union. Such insurance contracts and medical, dental and hospital coverage's will cover all eligible participating employees as above designated; if any of the contracts providing these coverage's shall be canceled, the Employer and the Union shall immediately do what may be necessary to provide substitute contracts.

ARTICLE VI – WAGES AND HOURS

Section 1: The following schedule of wages shall be the minimum per hour based on service within the Bargaining Unit. All steps are based on 2,080 hours of paid compensation, which equals one (1) year of service. Wage increases below will take effect on the first day of the pay period closest to July 1 of each year.

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<th>Effective July 1, 2019</th>
<th>Effective July 1, 2020</th>
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<tbody>
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<td>Starting Rate - First 6 Months</td>
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<td>Intermediate Rate - Second 6 Months</td>
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<td>Intermediate Rate - After 2nd year of employment</td>
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<td>Intermediate Rate - After 3rd year of employment</td>
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<td>Standard Rate - After 6th year of employment</td>
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</table>

**Longevity Steps:** An employee with the following years of service shall receive an additional longevity increase as follows:

- 15 years (31,200 hours)  $0.40 per hour additional *(applies only to employees moving from the six year wage step.)*
- 20 years (41,600 hours)  $0.40 per hour additional
- 25 years (52,000 hours)  $0.40 per hour additional
- 30 years (62,400 hours)  $0.45 per hour additional

**Lead Engineer:** The Lead Engineer will receive an additional $1.50 per hour for all hours. When the Hospital intends or desires to fill the position of Lead Engineer in the unit, notice of the vacancy and the qualifying details of the position shall be posted. The position will be filled by an employee who is in the upper 2/3 of the I.U.O.E. Bargaining Unit Seniority Roster or who has a minimum of ten (10) years of service in the bargaining unit at St. Luke's. The primary consideration shall be qualification to perform the duties of the position. The Hospital acting in good faith, shall be the judge of qualifications.

**Section 2:** Eight (8) consecutive hours shall constitute a regular day's work for an employee. Forty (40) hours per week shall constitute a regular week's work for an employee. All time worked in excess of eight (8) hours per day or in excess of eighty (80) hours per two-week payroll period shall be rated as overtime and paid for at the rate of time and one-half.

**Section 3:** Any employee called back to work after such employee has left the plant shall be paid a minimum of four (4) hours pay at the overtime rate (1.5
times). Employees called back are allowed to leave the facility upon completion of the task without a requirement to work the duration of the minimum hours paid however, should any portion of the 4 hours overlap into the employee's regular scheduled shift, such overlapping hours are paid at the overtime rate (1.5 times).

**Section 4:** Any employee who has attained full seniority under the provisions of this contract, and who shall thereafter be assigned to work a full shift (8 hours), which shift shall start at or after 1:30 PM and terminate at or after 7:00 AM, shall receive a premium of two dollars($2.00) per hour.

A Plant Engineer Level 4 Trainee or a probationary status employee, as designated by management, shall be eligible to receive the shift premiums as described above when working alone while performing the role of Shift Engineer.

**Section 5. Scheduling of Shifts:**

A. Employees who work around the clock coverage shall receive a reasonable opportunity for lunch on the job.

B. All other shifts shall have an unpaid lunch period of thirty (30) minutes at the approximate mid-point.

C. The Hospital and the Union may mutually agree to implement flexible schedules.

D. The terms and conditions of the flexible schedule as outlined below will be in effect regarding proposed flexible 8/12/16 hour schedules.

1) An Engineer shall have an opportunity to review alternate work schedule or schedules prior to volunteering to participate.

2) Employer shall retain written documentation that each Engineer has agreed to a flexible schedule, and the type of schedule to which Engineers have agreed.
3) Four of the present Engineers must be willing to work the flexible 8/12/16 hour schedule for it to be in effect. An Engineer electing to work 8/12/16 hour schedule may revoke such election by giving four (4) weeks' written notice to the Employer. If this situation arises, all Engineers would then return to previous 8-hour schedule. Notice period may be lessened if Employer and Engineers are in agreement to do so.

4) Engineers hired subsequent to the 1990 labor agreement cannot refuse the flexible schedule. Even though hired on 8/12/16 hour schedule, they would be subject to reversion to the present 8-hour schedule should a majority of the incumbent Engineers or the Hospital exercise that option.

5) Sick leave and vacation shall continue to be accrued based on hours worked. Sick leave and vacation shall be taken based on actual hours missed from the work schedule.

6) Afternoon shift differential shall be paid for the hours of a shift, which occur after 3:00 p.m. Night shift differential shall be paid for the entire night shift.

7) Holiday Pay: If an employee is required to work on said holiday, such employee shall receive eight (8) hours holiday pay at the regular rate, and in addition, one and one-half (1-1/2) times the regular rate for the first eight (8) hours worked during said holiday and two and one-half (2-1/2) times the regular rate for all hours worked after the first eight (8) hours.

Alternatively, the employee may choose to be paid one and one-half (1-1/2) times for the first eight (8) hours worked on the holiday and the employee will be given one (1) day off (8 hours holiday pay) within the 90 day period immediately following the holiday.

If an employee is not required to work on said holiday, such employee shall receive eight (8) hours of pay at the regular
rate. See Article III 3.C

8) Overtime paid for hours in excess of 40 per payroll week. Overtime will be paid on a daily basis for hours worked in excess of scheduled shift.

9) If flexible schedule inhibits hiring of qualified personnel, Hospital may exercise option to terminate schedule.

10) There will be no erratic transferring back and forth from one shift to another. Engineers may make occasional individual shift exchanges with department director approval. Exchanges that would result in excess overtime will not be permitted.

11) Employees on the flexible 8/12/16 hour schedule will receive a paid lunch.

12) If for any reason the Employer or Local 70 determines the schedule is not satisfactory, it would be terminated according to notice period addressed in #3. Engineers would then resume their individual schedules that were in effect prior to trial period.

13) Should the Union or the Hospital desire to terminate the schedule, this option would be open for negotiation at any time the flexible 8/12/16 hour scheduling is in effect.

14) The flexible 8/12/16 hour schedule must be approved by the Business Manager of Local 70 and the Hospital's Director of Human Resources.

15) If any issue arises that is not addressed at this time, the issue would be discussed and reviewed by the Hospital and Union for clarification and a decision. It is the intent of the parties to avoid any additional costs to the Hospital due to this flexible schedule.
Section 6. Extra Shifts.

Voluntary Open Shift. An Engineer may volunteer to pick up any open shift as an extra shift, with regular overtime rules applying, or request to modify their schedule to take a different day off within the same pay period instead. Such a change in schedule is considered to be voluntary and would only occur if mutually agreed upon by management and the employee.

Mandated Open Shift. Any open shifts mandated by management will be assigned on a rotating basis (reset each January 1) in reverse order of seniority or, if emergent, to the least senior employee currently working. All open shifts mandated by management will be paid at two times the regular rate.

ARTICLE VII – TERMINATION

Section 1: Any Federal or State laws, which supersede any part of this contract, shall not void any conditions of this contract which are not in conflict with such laws.

Section 2: The terms and provisions of this contract shall become effective July 1, 2018, as to wages and from the date of execution as to all other matters except as otherwise noted and shall continue in full force and effect until June 30, 2021, inclusive, and shall continue in full force from year to year thereafter unless either party, by giving the other party ninety (90) days written notice prior to any opening date, indicates a desire to reopen the contract for changes, alterations, amendments or revisions therein; in the event either party so serves written notice upon the other, the parties or their representatives shall meet immediately to discuss the written request so made.

Section 3: The parties declare that there shall be no lockout and no strike or suspension of service, and there shall be no discrimination against the employees by reason of their membership in the Union. In the event the parties are unable to settle disagreements, or upon the expiration of this contract are unable to agree upon the terms and conditions of a new contract, they agree that the matter shall be referred to binding arbitration for settlement between them. If the parties cannot agree on the designation of a neutral arbitrator, then the Federal Mediation and Conciliation Service shall
be called upon to submit a panel of five (5) neutral arbitrators. The arbitrator shall be selected from this panel immediately upon receipt of the panel at the request of the Union or the Hospital by striking four (4) names, and the fifth (5th) remaining name shall be the arbitrator. The parties shall toss a coin and the winner of the coin toss shall decide to strike first or second from the panel. The Union and St. Luke's Hospital shall share equally in the cost of the arbitrator and any hearing room. The neutral arbitrator shall have full authority to issue a binding decision on any and all issues in dispute, including the formulation of the terms and conditions of a new contract to take the place of this present agreement between the parties. The parties do further agree that such new contract as determined by the arbitrator shall contain an arbitration clause binding upon the parties to the end that in the event there is an impasse in bargaining, their subsequent contract terms and conditions and matters unresolved by negotiation shall be settled by binding arbitration. The provisions of this Section shall be in full force and effect during the period July 1, 2018, through June 30, 2021.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: St. Luke's Hospital

John Strange, CEO

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

John Hane, Business Representative

Joel Smith, Union Steward

Date: 11-14-2018

Date: 11/12/2018
LETTER OF UNDERSTANDING

St. Luke’s 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 create a training position as described as follows:

The Trainee shall be scheduled to work shifts and weekends as directed by management when required.

The Trainee shall gain seniority after their probationary period is completed. Once completed, the seniority shall date back to their original date of hire under this agreement. The Trainee shall have all rights afforded under this agreement.

In the event of a lay-off it shall be in accordance with Article 4, Section 1 seniority in this agreement, however the Trainee shall be subject to lay-off if management determines the Trainee has not made sufficient progress in the Training Program to justify the layoff of a less senior Engineer.

TRAINING PROGRAM

Plant Engineer Level I – Orientation

A. Minimum Qualifications: High School Diploma or equivalent. Basic Vo-tech coursework completed.

B. Targeted Training: Hazards, Safety & Health, Work Orders, Inventory Management.

C. Mentor Assignment: Will be provided a mentor to facilitate the orientation/learning process and help make the trainee feel a part of the team.

D. Duties: Lamp replacement, plugged plumbing, simple repairs, etc. (Work only on tasks requiring basic skills and those that get the trainee to all parts of the hospital).

E. Next Level Criteria:
   1. Minimum 3 months successfully performing duties and orientating.
   2. Can demonstrate knowledge of hazards throughout hospital.
   3. Completed safety & health requirements.
4. Knows way around the hospital.
5. Knows first names of all Plant Services staff.

**Plant Engineer Level 2 Trainee**
Training Objective: Understand each system and its basic operation. Obtain experience in minor repairs, documentation, and reference materials. Minimum 12 Months

A. Requirements: Successfully completed Level 1 orientation and the review committee recommends movement to level 2 based on meeting the criteria to move to the next level.

B. Target Training: Basic Operation of all systems. Focus on a system per month.

C. Mentor Assignment: An engineer known as the system of the month expert.

D. Duties: Completes routine maintenance of moderate skill requirement on each system for a period of a month. Practices basic operation. The engineer assigned to the systems will provide general work direction. Other plant systems work of moderate difficulty as assigned.

**Next Level Criteria:**
6. Minimum 12 months at level 2 successfully performing duties and training.
7. Can demonstrate start-up, shutdown, and operation of each system.
8. Thorough knowledge of the work order system as demonstrated by completeness documentation and verbal exam.

**Plant Engineer Level 3 Trainee**
Objective: Learn the duties of the shift engineer and get experience in performing moderate to major repairs. Minimum 8 Months.

A. Requirements: Successfully completed Level 2 and it can be shown through verbal examination, demonstration or testament from each system mentor that the criteria required to move to this level is met.

B. Target Training: Plant Shift Operation. Focus on a system per month.

C. Mentor Assignment: A shift engineer with attributes appropriate to training.

D. Duties: Independently completes routine repairs of moderate skill requirement on any system under the assigned mentor during the mentors shift. Operates the
plant systems under the assigned mentor.

Next Level Criteria:
   9. Minimum 8 months at level 3 successfully performing duties and training.
   11. Can demonstrate shift engineer tasks required during a generator test.
   12. Can lead a generator test.
   13. Work Order evidence of independently performing moderate repairs on plant system components.
   14. Work Order evidence of assisting in major repair of basic systems.

**Plant Engineer Level 4 Trainee**
Objective: Focused learning of techniques in troubleshooting major systems.
Minimum 6 Months

A. Requirements: Successfully completed Level 3 and it can be shown through verbal examination, demonstration or testament from the shift engineer mentor that the criteria required to move to this level is met.

B. Target Training: Troubleshooting.

C. Mentor Assignment: An engineer with high troubleshooting skills.

D. Duties: Covers shift duty as needed. For a six month period independently completes routine troubleshooting and repair of moderate to high skill requirement on any system under the assigned mentor during the mentor’s shift. Assignments can become more varied and less focused on troubleshooting work after trainee is judged competent in troubleshooting.

Engineer Criteria:
   15. Minimum 6 months at level 4 performing duties and training.
   16. Work Order evidence of independently troubleshooting and major repair of basic systems.

**COMPENSATION**

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<th>7/1/2019</th>
<th>7/1/2020</th>
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<td><strong>Hourly Rate</strong></td>
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<td>$23.51</td>
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*Expected completion date for each level.

The Hourly Rates at each Level above will be adjusted by the same percentage increment and at the same time each year as the Plant Engineer schedule in Article VI, Section 1 of our Labor Agreement.

The Trainee will become a Plant Engineer and advance to the two (2) year rate upon the satisfactory completion of Level 4. The timeframe for a Trainee shall not exceed 29 months unless extended as described under Evaluation below, letter E. ("Failure To Complete").

**EVALUATION**

A. During the Level 1 (Orientation) period, the Trainee, review committee and Department Director will meet to identify coursework to be completed throughout the training period. See Coursework, Appendix A.

B. A review committee will be composed of the following three (3) individuals; 1) Shop steward, 2) lead person, and 3) person acting as primary mentor for that level of training. Should a Department Supervisor be hired, they will be added to the committee.

C. The review committee and Department Director will meet to review the Trainee's progress and readiness to advance to the next level of training. The review committee will make a recommendation to the Department Director who has final decision-making authority.

D. Periodic Review: The review committee shall meet with the Department Director to review the progress of each level of training each three (3) months or as deemed necessary by the Department Director. The committee will discuss and advise areas of needed improvement and additional training needed to meet the requirements of that level to encourage successful completion. These reviews shall be in written form with a copy provided to the Trainee, each committee member and the Trainee's personnel file.

E. Failure To Complete: Failure to complete any of the four (4) training levels or coursework may result in termination. Upon the recommendation of the review committee and at the discretion of the Department Director, the Trainee may be granted an extension of up to 90 days at each level of training for the purpose of successfully completing the level.
F. Utilization of this training position may be activated or inactivated, depending on the needs of the department as determined by the Department Director, after meeting and conferring with the union.

For: St. Luke's Hospital

John Strange, CEO

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

John Hane, Business Representative

Joel Smith, Steward

Date: 11/16/2018

Date: 11/12/2018

JH/jcb/opeiu#12
COURSEWORK — Appendix A

Vocational Technical Program coursework required consists of minimum 4 courses completed during the course of the training period as determined appropriate by committee recommendation and Department Director approval.

REQUIRED VO-TECH COURSES OR EQUIVALENT *

<table>
<thead>
<tr>
<th>Piping Systems</th>
<th>Heating Systems</th>
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<tbody>
<tr>
<td>Pump Applications</td>
<td>Electrical Controls &amp; Systems</td>
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<tr>
<td>Valves, Gaskets &amp; Seals</td>
<td>Blueprint Reading</td>
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<tr>
<td>Fluid Systems Repair Lab</td>
<td>Electronic Energy Management</td>
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<tr>
<td>Bearings and Lubrication</td>
<td>HVAC/R Systems</td>
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<td>Gears Belts &amp; Chain Drives</td>
<td>Refrigeration Fundamentals</td>
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<td>Preventive Maintenance</td>
<td>Basic Mechanical Fundamentals</td>
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<td>Air Conditioning Fundamentals</td>
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</table>

* This is not an all-inclusive course list and may be revised to achieve the desired training objectives.

Employee is reimbursed for courses completed as provided by the Education Reimbursement Policy (E-5) pursuant to Article III, Section 7 of our Labor Agreement. If the employee is unable to pay for first term classes, St. Luke’s will consider the employees request for a hardship advance to cover related expenses for courses taken during the first term.

While time to attend class is unpaid, the employee's work schedule may be modified to allow time off to attend class when such a modification would not disrupt operations.
ST. LUKE'S SPECIFIC TRAINING SUBJECTS OUTLINE
Appendix B

A. Hazards
1. Asbestos
2. Steam
3. Electricity
4. Pinch points
5. Moving parts
6. Confined Spaces
7. Chemicals
8. Infection Control
9. Noise

B. Safety & Health
1. Fit Testing
2. Lock Out-Tag Out
3. Personal Protective Equipment

C. Operations
1. Shift Engineer
2. Plant Rounds
3. Shift to Shift Communications
4. Purchasing Parts
5. Contractor Assistance
6. Space Identification
7. Projects
8. Emergency Operations

D. Inventory Management
1. The TMA Record
2. Plant System Equipment
   • The TMA Record
   • Systems Heirarchy
   • Manuals
   • Online Drawings
   • Project Drawings
   • Document files
3. Moveable & Fixed Equipment
   • Manuals
   • Document files
E. Work Order Process & Documentation

F. Plant Systems Operation & Maintenance
PS.02  Building Enclosure
       Roof
       Curtainwall
       Windows
PS.03  Building Interior Finishes
       Lighting
       Flooring
PS.04  Domestic Water
PS.05  Waste & Drainage
PS.06  Medical Gases
PS.07  Fire Protection
       Fire Detection
       Fire Suppression
PS.08  Steam
PS.09  Heating
PS.10  Cooling
PS.11  Ventilation
PS.12  Building Control
PS.13  Elevators
PS.14  Tube System
PS.15  Electrical Distribution
       Generators
       Fuel System
       Generator Power
       City Power Distribution
PS.16.1 Telenhone Network
PS.16.2 Computer Network
PS.16.3 Nurse Call
PS.16.4 Public Address
PS.16.5 EMS Radio
PS.16.6 Pocket Pager
PS.16.7 Television
PS.16.8 Door Control
PS.16.9 EMS Radio
PS.16.10 CCTV
PS.16.11 Patient Security
PS.16.12 Security Radio

G. Major Moveable & Fixed Equipment Maintenance
   1. Sterilizing Equipment
   2. Beds
   3. Gurneys
   4. Operating Tables
   5. Kitchen Equipment
   6. Laundry Equipment
# Appendix C

**Checklist Miscellaneous Orientation**

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<tr>
<th>Item</th>
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<td>Co-Workers Names</td>
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## CHECKLIST SAFETY & HEALTH

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