AGREEMENT

between

ACADEMY OF HOLY ANGELS

and

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

July 1, 2019 through June 30, 2020
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AGREEMENT

THIS AGREEMENT is made by and between Academy of Holy Angels, Minneapolis, Minnesota, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local No. 70, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION AND MAINTENANCE OF MEMBERSHIP

Section 1. The Union is recognized as the sole collective bargaining agent of the employees in the classification hereinafter enumerated in Article 2 of this Agreement.

Section 2. All employees covered by this Agreement who are members of the Union at the time of the signing of this Agreement or become members of the Union shall, as a condition of continued employment, retain their membership in the Union for the duration of this Agreement. Deductions for dues, initiation fees and assessments shall begin thirty-one (31) days from the date of employment.

Section 3. Dues Deductions. The Employer agrees to deduct monthly Union dues from the wages of the employees covered by this Agreement. Such deductions shall be made only for the employees who voluntarily provide the Employer with written authorization agreeing that such deduction be made. Deductions shall be made by the Employer during the first pay period of each month and transmitted to the Union. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Subd. 1. The provisions of Section 2 will not apply to any employees who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining of financially supporting labor organizations; except that such employee shall be obligated to pay the service fee required by Section 2 above to a non-religious charity fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee.
Section 4. Payroll Savings Deductions. The Employer agrees to establish a payroll savings plan.

Section 5. Within thirty (30) days after an employee covered by this Agreement has been hired, the Academy shall mail to the Union written notice thereof, stating the employee’s name, address, work classification, and date of hiring.

ARTICLE 2 – RATES OF PAY

Section 1. The minimum rate of pay of full-time employees in the following classifications covered by this Agreement shall be:

<table>
<thead>
<tr>
<th></th>
<th>7/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Engineer</td>
<td>$34.23</td>
</tr>
<tr>
<td>Night Engineer</td>
<td>$31.82</td>
</tr>
<tr>
<td>Night Lead</td>
<td>$23.95</td>
</tr>
<tr>
<td>Full-time Custodian</td>
<td>$20.89</td>
</tr>
</tbody>
</table>

Entry levels for all full-time classifications are as follows:

0 – 6 Months  90% of hourly rate

Section 2. When an employee in a lower job classification is reassigned to a higher job classification for an employee on vacation, sick leave, or other approved leave of absence, the employee shall be paid at the higher rate immediately upon starting the new assignment.

Section 3. Boiler License Stipend. There will be a boiler license stipend for employees in the full-time custodian position who earn their special, 2nd class or 1st class boiler license. The stipends are:

Special: $0.30 per hour
2nd Class: $0.40 per hour
1st Class: $0.50 per hour
ARTICLE 3 – PROBATION PERIOD

Section 1. All new hires shall serve a six (6) month probationary period during which the employee may be terminated with or without just cause. Probationary employees shall not have access to the grievance article for termination.

ARTICLE 4 – HOURS OF WORK

Section 1. Eight (8) consecutive hours shall constitute a normal work day, and forty (40) hours will constitute a normal work week. All time worked in excess of forty (40) scheduled hours in a work week shall be considered overtime and paid for at one and one-half (1 1/2) times the employees regular hourly rate or granted compensatory time off at a time mutually agreed to by the Employer and Employee. Overtime will be assigned by shift, day and classification and will be offered to the most senior employees first. Employees will be mandated in reverse order of seniority.

Section 2. The classifications covered by this bargaining agreement shall carry the proper Minnesota State Engineers License.

Section 3. Any employee who is called back to work after his regular work schedule shall be guaranteed two (2) hours minimum pay at one and one-half (1 1/2) times his regular hourly rate.

Section 4. The Employer will pay a shift differential of seventy cents ($0.70) for full-time custodians per hour for the normal eight (8) hour shift on Saturdays. This differential will not exceed eight (8) hours even though the employee may work more than eight (8) hours.

Section 5. If more than four (4) hours of a shift occurs after 2:00PM or before 9:00AM and employee will receive the shift differential rate in effect for all regular hours worked. Shift differential will not apply to overtime hours.

Section 6. The Employer shall not alter scheduled hours or days to avoid the payment of overtime.
ARTICLE 5 – HOLIDAYS

Section 1. An employee covered by this Agreement and actually working on any of the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

If an employee is not required to work on any of the above days, such employee shall receive eight (8) hours of pay at his/her regular full-time rate for the occupation for which he/she is ordinarily scheduled.

If an employee is required to work on said holiday, such employee shall receive eight (8) hours holiday pay at the regular rate for the occupation for which he/she is scheduled, and shall in addition receive one and one-half (1 ½) times his/her regular rate for the occupation at which he/she is working on that date for all hours worked during such holiday.

All employees will be granted a floating holiday in addition to the above holidays. Employees will give the Employer at least two (2) weeks’ notice before taking the holiday, however, the Employer has a right to waive the notice period.

Subd. 1. In the event the Employer recognizes any additional State or Federal holidays, these holidays shall be added to the list of paid holidays listed in Section 1 of this Article.
ARTICLE 6 – VACATIONS

Section 1. An employee covered by this Agreement who has been in the service of the Employer for the number of years in the chart below shall be entitled to the corresponding vacation rate at his/her regular hourly rate:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 5 years</td>
<td>2 weeks (80 hours)</td>
</tr>
<tr>
<td>6 – 10 years</td>
<td>3 weeks (120 hours)</td>
</tr>
<tr>
<td>11 – 19 years</td>
<td>4 weeks (160 hours)</td>
</tr>
<tr>
<td>20+ years</td>
<td>4 weeks and 2 days (176 hours)</td>
</tr>
</tbody>
</table>

Section 2. To qualify for vacation an employee must have worked at least one thousand six hundred (1,600) hours in a year.

Section 3. Vacation will be allotted in full days or half day increments upon approval of the supervisor.

ARTICLE 7 – SICK LEAVE

Section 1. An employee covered by this Agreement shall earn one (1) sick day for each month worked, accumulative to sixty (60) days. An employee, to receive sick leave, shall submit to the Employer, satisfactory proof or a doctor’s certificate, if requested to do so by the Employer. Employees may use two (2) sick leave days each year as personal leave days.

Section 2. Funeral Leave. Sick leave can be converted to funeral leave for up to and including three (3) days for each occurrence to a maximum of six (6) days per year. Additional days may be granted at the discretion of the Chief Administrator.

ARTICLE 8 – FUND RAISING AND TUITION REDUCTION

Section 1. Fund Raising. Employees shall be permitted to participate in any fund raising programs on the same basis as other staff and be rewarded with the same time of based on both individual and group sales.
Section 2. Tuition Reduction.

Subd. 1. The tuition for children of employees with:

A. One to four years of service: 50% of the annual tuition
B. Five years of service: 60% of the annual tuition
C. Six years of service: 70% of the annual tuition
D. Seven years of service: 80% of the annual tuition
E. Eight years of service: 90% of the annual tuition
F. Nine year of service: 100% of the annual tuition

Subd. 2. In the event the Employer reached a tuition reciprocity agreement with any other school, the employees covered by this Agreement shall receive this benefit.

ARTICLE 9 – GROUP INSURANCE

Section 1. Hospital – Medical – Surgical Insurance. The Employer agrees to provide and pay the cost of single or dependent coverage at the same rate as applied to the Teachers at the Academy.

Section 2. Dental Insurance. The Employer agrees to provide and pay the cost of single or dependent coverage at the same rate as applied to the Teachers at the Academy.

Section 3. Disability Insurance. The Employer agrees to provide and pay a Long Term Disability insurance policy.

Section 4. Term Life Insurance. The Employer agrees to provide and pay a Term Life Insurance policy in the amount of two (2) times the employee’s yearly gross compensations, of fifty thousand dollars ($50,000.00), whichever is less.

ARTICLE 10 – PENSION

Section 1. The Employer shall contribute $2.35 per hour for all hours compensated up to forty (40) hours in any one (1) week to the Central Pension Fund of the International Union of Operating Engineers.
ARTICLE 11 – UNIFORMS

Section 1. The Employer shall furnish each employee with up to five (5) shirts each year as needed. The Employer will pay up to sixty dollars ($60.00) per year towards two (2) pair of work jeans which will be reimbursed upon receipt of a receipt to the Employer. The Employer will pay one hundred dollars ($100.00) per year towards approved safety shoes which will be reimbursed upon receipt of a receipt to the Employer, and must be worn if reimbursed. Safety shoes may be made of material other than steel, but would still be ANSI certified.

ARTICLE 12 – LAYOFF AND RECALL

Section 1. If a reduction of work force occurs, part-time employees will be laid off first before any full-time positions can be reduced. Layoffs will be by seniority, qualifications, and ability to reliably perform the work available, in the opinion of the Academy. When, in the opinion of the Academy, the criteria listed above, are substantially equal the last employee hired shall be the first employee laid off. Call back will also be by seniority, with the last employee laid off to be the first employee called back.

ARTICLE 13 – PROMOTIONS

Section 1. Employees in each classification may apply for openings in other classifications. The Employer shall determine qualifications and ability of available applicants. In the event qualifications are equal, seniority shall be the deciding factor.

ARTICLE 14 – PART-TIME EMPLOYEES

Section 1. The Employer may employ part-time employees to a maximum of two (2) positions, not to exceed thirty (30) hours per week. It is understood the two (2) part-time employees will be utilized in cleaning positions only.

Section 2. Part-time employees with one (1) year or more in the Employer’s service may be given an opportunity to qualify for full-time positions should an opening arise. This is not a guarantee for a full-time position.
Section 3. Part-time employees shall not be entitled to economic benefit provisions under this Agreement.

Section 4. Rates of Pay – Part-Time. The minimum rate of hourly pay for employees in the following classifications covered by this Agreement shall be:

<table>
<thead>
<tr>
<th>Part-time Custodian</th>
<th>7/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$15.50</td>
</tr>
</tbody>
</table>

Section 5. Nothing in this Agreement shall prevent the Employer from using volunteers as in the past.

ARTICLE 15 – ADJUSTMENT OF GRIEVANCES

Section 1. Any controversy relative to alleged violation of this Agreement which cannot be adjusted by direct negotiations between the Employer and the representatives of the Union shall be referred for final disposition to a board of arbitrators composed of one (1) representative who shall act as an impartial chairman selected by the first two (2).

Section 2. Should the representative of the Employer and the representative of the Union on the Arbitration Board be unable to agree within a reasonable length of time on a third impartial chairman of the Board, the conciliation division of the State of Minnesota shall submit five (5) names. The Employer and the Union will each strike two (2) names and the remaining one (1) shall be the neutral arbitrator.

Section 3. The Arbitration Board shall meet promptly for consideration of any matter referred to it, and shall render its decision within five (5) days after completion of the hearing and receiving of evidence in the matter. The Arbitration Board shall have no authority to alter or amend any provisions of this Agreement. The decision of the Arbitration Board shall be final and binding on all parties to this Agreement. Any expense incurred for the services of the impartial chairman shall be paid equally by the Employer and the Union.
ARTICLE 16 – MANAGEMENT RIGHTS

Section 1. The right to manage shall remain solely vested in the Employer, except as specifically limited by the express provisions of this Agreement and then only to the extent of such limitations.

Section 2. The Employer may implement work rules and policies, subject to the Union and employees right to grieve the application of the rules. The Union and employees covered by this Agreement will be provided copies of all such rules.

ARTICLE 17 – SUBCONTRACTING

Section 1. Sub-Contracting. The Employer shall not sub-contract bargaining unit work unless by mutual agreement of the First Engineer and the Employer, and sufficient qualified bargaining unit members are not available to perform the work when it is needed. Mutual agreement shall not unreasonably be withheld by either party.

ARTICLE 18 – MISCELLANEOUS

Section 1. Offensive Behavior Training. The Employer shall provide, and the bargaining unit members shall attend offensive behavior training. Members shall be compensated according for hours in attendance.

Section 2. Staff Meetings. Bargaining unit members shall attend staff meetings as directed by the Employer or their designee. Members shall be compensated accordingly for hours in attendance.

Section 3. Education. The Academy of Holy Angels shall reimburse the employees covered by this agreement the fees for job-related education upon successful completion of the course of instruction. The employees must furnish the employer with proof of successful completion. All courses must be pre-approved by the employer.
ARTICLE 19 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the first day of July, 2019 to and including the thirtieth (30th) day of June, 2020.

This Agreement shall continue from year to year thereafter unless written notice of desire to change, modify, or terminate is given by either party hereto sixty (60) days prior to the annual date of expiration.
IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Academy of Holy Angels

Thomas E. Shipley, President

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Daniel McDermott, Steward

9-16-19

Date:

9-16-2019

Date:

KW/jcb/opeiu#12
Contracts/Academy of Holy Angels