AGREEMENT

between

CARLETON COLLEGE

and

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

August 1, 2017 through July 31, 2021
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LABOR AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70, AFL-CIO or its successor, hereinafter referred to as the "Union", representing all employees of the Custodial Services, and Maintenance Departments, excluding Supervisors, Confidential Employees and all other employees.

AND

CARLETON COLLEGE, NORTHFIELD, MINNESOTA, hereinafter referred to as the "Employer" or the "College".

WITNESSETH:

WHEREAS, the hereinafter classified employees of the Employer have elected to bargain collectively with the Employer, and for said purposes a majority of them have affiliated themselves as members of the Union and have chosen the Union to bargain collectively with the Employer in their behalf for wages, hours and working conditions. NOW, THEREFORE, for the purpose of carrying out the intentions of the parties, it is mutually agreed as follows:

ARTICLE 1 – RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive collective bargaining agent for all employees specified above and classified herein who are employed at Carleton College, Northfield, Minnesota, with reference to all matters pertaining to wages, hours, and working conditions.

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

Section 3. Union Access. The authorized representatives of the Union are hereby granted reasonable access to the Employer’s premises for the purpose of transacting Union business, provided they shall stop at the Human Resources Office of the College upon entering the premises, and again on leaving the premises, with the sole exception being the once-monthly Labor-Management Committee Meetings. The College’s Director of Human Resource
or his/her designated representative will give permission to the Union representatives to enter the College premises at all reasonable times, provided that the Union representative(s) do not interfere with the work of the employees, the mission of the College, or create a distraction at the workplace.

Section 4. Union Steward. The Union, upon written notification to the Employer, may designate up to four employees within the bargaining unit to serve as stewards. The stewards shall be allowed reasonable time to investigate and resolve grievances, participate in contract negotiations, post union notices and announcements, and transmit communications authorized by the Union to the Employer. Such time shall be unpaid. Maintenance and custodial stewards, with the approval of their supervisors, shall be allowed to make up operationally feasible work for loss of straight time pay.

Section 5. Meet and Confer. The Employer will not meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Business Agent of the Union. In order to encourage participation in College activities which in no way impinge upon this Union - College Agreement, the College may accept voluntary participation of Unit members on general and special committees of the College which are convened at the discretion of the College President, provided that all Union members including Union Stewards shall be given an equal opportunity to be considered as candidates on said committee.

Section 6. Meeting Facilities. The Employer may allow the Union to hold contract ratification votes and other meetings with the approval of the College's Director of Human Resources on the College's premises at a place reserved in advance by the College's Director of Human Resources (or designee).

ARTICLE 2 – UNION SECURITY

Section 1. Union Membership.

A. All employees covered by this Agreement will, within thirty-one (31) calendar days from the date of employment, become and remain members of the Union in good standing or alternatively
shall pay the portion of the standard initiation fees and dues that apply uniformly to all members covered by this Agreement that relate to the Union's representation function, as a condition of continued employment.

For full membership, "in good standing," is defined to mean the payment of a standard initiation fee, standard regular monthly dues, standard fines, standard fines for late payment of dues, and standard assessments, all as applies uniformly to all members of the Union in the bargaining unit covered by this Agreement.

B. If any employee does not remain "in good standing" as defined above, or alternately pay the portion of the initiation fees and dues that apply to the Union's representation function, the Union shall inform the Employer and the employee, in writing, of the employee's delinquency and the employee's right to cure the delinquency within two weeks. If, two weeks thereafter, the Union informs the Employer in writing that the employee has not cured the delinquency, the Employer shall terminate the employee within twenty-four (24) hours or as soon as a replacement can be obtained, but not to exceed two (2) weeks. The Union shall indemnify and hold harmless the Employer from any claim of an employee so terminated.

Section 2. Dues Check Off. The Employer will deduct from the wages of each employee who is a Union member covered by this Agreement all initiation fees, dues and assessments upon written authorization by the employee and will remit such deductions to the Financial Secretary-Treasurer of the Union no later than the fifteenth (15th) day of each month that such deductions are made.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. Management Rights. Except as specifically limited by provision of this Agreement, the Employer shall continue to have the right to take actions it deems appropriate in the management of the College operation or affairs, direction of the work force and to determine the method and means by which its operations are to be carried on in accordance with its judgment.
Section 2. Supervisors/Managers. A supervisor and manager outside of the bargaining unit shall not be permitted to perform bargaining-unit work except:

A. During emergencies - defined as a condition requiring immediate action to avoid possible personal injury or property damage.
B. To instruct or train an employee.
C. When relieving an employee for lunch or break periods.
D. To obtain required results without undue delay; however, exclusive of a) and b) above, such work should not exceed two (2) hours a day.
E. When the work performed is de minimis or of an inconsequential nature.

ARTICLE 4 – WAGES AND CLASSIFICATIONS

Section 1. Wage Rates. The wage rates effective during the life of this Agreement are set forth in Appendix "A" attached hereto and made a part hereof.

Section 2. Wage Progression. Appendix "A" attached hereto and made a part of this Agreement sets forth guidelines governing the Wage Progression.

ARTICLE 5 – RESPONSIBILITIES OF EMPLOYEES

Section 1. Engineers. It is mutually agreed that the Chief Operating Engineer shall be responsible for the care and operation of the steam plant and distribution systems of the College under the direction of the Director of Facilities (or designee); and that the Chief Operating Engineer is not subject to seniority based forced overtime but is eligible to voluntarily sign up for overtime and can be required to work overtime by management.

Section 2. All Employees. Care of Equipment. It is mutually agreed that the employees shall care for the equipment in their charge to maintain it in the best possible condition, and exercise due and proper care of the equipment they operate so as to obtain the best possible economies.
ARTICLE 6 – GRIEVANCE/ARBITRATION

Section 1. Grievances. The parties intend that all disputes arising under and during the term of this Agreement that involve questions or interpretation or application of its express written provisions shall be adjusted in the following manner:

Step 1. If an employee is unable to resolve a grievance with the employee’s immediate supervisor, the employee may submit a grievance. The grievance must be in writing and must be submitted within ten (10) working days after the occurrence, facts or circumstances constituting the dispute, or the employee’s knowledge of the occurrence. It is assumed, absent extraordinary circumstances, that the grievant has knowledge or should have knowledge of the occurrence that gave rise to the grievance in the ordinary course of business. If the Director of Facilities does not sustain the grievance in writing, it shall be deemed denied at the earlier of either (a) ten (10) working days after the written grievance was presented to the Director of Facilities, or (b) when the grievant receives written notice that the Director of Facilities or the College has denied the grievance.

Step 2. If the grievance is not resolved or settled in Step 1, the Union may appeal the denial of the grievance, in writing, to Director of Human Resources. The appeal must be in writing and must request a meeting between the Director of Human Resources (or his/her designee) and the Union. In order to be timely filed, the written appeal must be presented to the Director of Human Resources within ten (10) working days after the denial of the grievance in Step 1. The time limit will have been met if the grievance is communicated to the Director of Human Resources by mail and is postmarked within ten (10) working days after the denial of the grievance in Step 1. After timely receipt of the appeal, the Director of Human Resources (or his/her designee) shall meet with the Union within the next ten (10) working days. An appeal so presented in Step 2 shall be answered in writing by the Director of Human Resources (or his/her designee) within ten (10) working days after the meeting. The failure of the grievant or the Union to present or appeal a grievance within the time limits set forth herein shall constitute a waiver of the grievance and bar all further action thereon. The College’s failure, in whole or in part, to answer a grievance or appeal, or to meet with the
Union, within any of the above-stated time periods shall be deemed a
denial of the grievance on the last day that the College had to respond or
meet with the Union. In such an event, the grievant or the Union may
pursue the grievance to the next step subject to the time limits provided
above.

Time limits may be extended only by mutual, written agreement of the
parties, it being the intention of the parties to adhere strictly to the
specified time limits.

Employees shall be required to present grievances to the College in an
orderly, controlled manner that does not adversely affect any operation
of the College. Meetings required by Steps 1 and 2 may be scheduled so
as not to conflict with the scheduled working hours of employees
involved. Nothing herein shall prevent the College from bringing a
grievance.

Section 2. Arbitration Procedure. In the event a grievance has not been finally
adjusted or resolved in Step 2 of this Article, either party may submit the
grievance to arbitration pursuant to the rules of the Federal Mediation and
Conciliation Service. No individual employee or member of the Union shall
have the right to invoke arbitration without the written consent of the Union.

The parties shall first attempt to agree upon an individual arbitrator. If they
cannot agree, the party seeking arbitration shall send by certified mail a letter
to the Washington D. C. Office of the Federal Mediation and Conciliation
Service ("the FMCS"), with a copy to the other party, requesting that the FMCS
furnish the Union and the College with identical lists of seven (7) persons
eligible to serve as arbitrators. The request must specify that the parties are
requesting a “Metropolitan” list, rather than a “Sub-Regional” or “Regional”
List. Each party shall strike names from the list, with the remaining person to
act as the arbitrator. First strike shall be determined by the flip of a coin.

In order for such a grievance to be timely submitted to arbitration, the written
request to the FMCS must be mailed to the FMCS (as evidenced by certified
mail) within ten (10) working days after the denial of the grievance in Step 2
of this Article.
It is the function of the arbitrator to interpret the Agreement. The arbitrator shall make and issue decisions only regarding matters expressly set forth in a written submission agreement. Beyond that, the arbitrator shall have no jurisdiction. The arbitrator shall not have jurisdiction to decide any issue of procedural arbitrability, such as whether a grievance or demand for arbitration has been properly or timely filed or appealed. The arbitrator's decision and award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties, unless either party moves to set aside an adverse decision under the Minnesota or Federal Arbitration Act. The arbitrator has not authority or power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator's power and authority shall be limited to the subject matter of the particular grievance involved.

The arbitrator may consider a "past practice" when interpreting or applying the express provisions of this Agreement to the extent that such past practice was uniformly followed, mutually acknowledged in writing, and not in conflict with the express terms of this Agreement. The arbitrator shall have no jurisdiction to consider practices prior to the effective date of this Agreement.

The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earning by the employee or benefits received by the employee during a period of unemployment with the College shall be offset and deducted from the award. Employees who have been discharged or suspended shall have the duty to seek work so as to mitigate their claims of back wages. Their failure to adequately do so shall be considered by the arbitrator.

The fees and expenses of the arbitrator, the charges of the Federal mediation and Conciliation Services, as well as the expenses incurred, if any, relative to a meeting place for the arbitration hearing, shall be shared equally by the College and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the time and/or expense of witnesses called by the other; nor shall either party evade the terms of this paragraph by seeking or using the project, document or expense incurred by the other without paying one-half (1/2) the cost incurred by the other.
There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator. Accordingly, in the absence of the mutual written consent of the parties, an arbitrator may not be presented with or rule upon more than one (1) grievance.

ARTICLE 7 – NO STRIKE OR LOCKOUT

Section 1. The Union, its officers, agents, representatives, stewards, committeemen, and all employees shall not, in any way, directly or indirectly, instigate, lease, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike or boycott, sympathy strike, slowdown, work stoppage, or any other interference with or interruption or work, during the term of this Agreement (or any agreed-upon extension hereof), whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work: (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in article V of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Employer and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Employer and the Union at the time this Agreement was negotiated or executed; or (e) involves an alleged unfair labor practice.

Section 2. The failure or refusal on the part of any employee to comply with the provisions of this Article shall be grounds for immediate discharge. The failure or refusal by a Union officer, agent, representative, steward, or committeeman to comply with the provisions of section 1 above, shall constitute leading and instigating a violation of said section, it being specifically agreed that the Union officers, agents, representatives, stewards, and committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of section 1 of this Article. In addition, such Union officers, agents, representatives, stewards, or committeemen shall have the affirmative obligation to take all reasonable steps to encourage employees and others to end strikes and other conduct in violation of section 1 of this Article, including the posting of any and all appropriate notices outside of College property, preparation of any and all appropriate written communications, and any other reasonable actions
designed to bring employees into compliance with this Agreement.

Section 3. The Employer shall not lock out employees during the term of this Agreement or any agreed-upon, written extension thereof.

ARTICLE 8 - SENIORITY

Section 1. Definition.

A. Seniority is defined as the preference in layoff, recall, vacation and promotion to which regular employees in a particular department and in a position covered by this agreement are entitled because of straight time hours worked including paid leave, military leave, leave granted for illness or injury leaves under FMLA, and workers compensation. While on worker's compensation, the employee will be credited for normal scheduled hours except during lay-off periods.

B. Temporary employees, in the order of their length of service will be considered for a regular position if qualified before making such position available to candidates outside the bargaining unit. A temporary employee selected for a regular position will be required to serve a probationary period from his/her date of regular employment. Temporary employees will earn benefits (except for seniority and pension) when filling a vacant position for one hundred, eighty-three (183) or more calendar days.

Section 2. Probationary Period. Each regular employee shall be required to complete satisfactorily a probationary period of seven hundred twenty (720) regular hours worked before attaining seniority rights. Upon completion of the probationary period, seniority will be figured from the original date of hire. However, the probationary period may be extended through mutual agreement of the Union and employee's supervisor for an additional two hundred forty (240) regular hours worked. Employees on probation will receive a written evaluation after two hundred forty (240) regular hours and before four hundred eighty (480) regular hours worked. Neither the employee nor the Union in the employee's behalf shall have recourse to the grievance or arbitration procedures with respect to any matter related to the
discipline or discharge of the employee during the probationary period.

Section 3. Seniority List. There shall be one (1) seniority list for each department. Departmental seniority shall be computed in accordance with 8.1(A), calculated from the employee’s most recent date of hire or transfer into the present department.

Seniority will be calculated and lists published every two months on the first of the month, starting on July 1 each year. The published lists will include hours worked that count towards seniority (as defined by subsection 8.1(A) above) through the last pay period. An employee who disputes the employee’s credited service or relative seniority may challenge the credit in accordance with the terms of the grievance and arbitration provisions of this Agreement.

Section 4. Departmental. Departmental seniority shall prevail. The departments shall be:

1. Maintenance (which includes Grounds workers); and
2. Custodial Services.

Section 5. Affect of Transfer. An Employee has seniority only in the department in which the employee is employed. Seniority standing will be computed from the employee’s most recent assignment date to a position in a department. Once an employee transfers to a regular position in a different department and successfully completes the trial period in the new position the employee’s seniority in the prior department will be lost. Immediately upon regular transfer the employee shall begin to accumulate seniority in the new department. The employee shall return his/her original hiring date seniority for the purpose of calculating vacation and sick leave benefits.

Section 6. Lay-off and Recall.

A. Lay-Off. The College may lay-off employees because of lack of work, poor economic conditions, or other legitimate business reasons. When the College lays off employees, it shall lay-off employees in the reverse order of seniority, provided that, in each instance, the senior employee has equal or better qualifications, skills and abilities to do the remaining work. Senior employees
who would otherwise be laid off may bump (displace) junior employees in the same classification, provided that the senior employee has equal or better qualifications, skills and abilities to do the job.

1. **Limitation on Lay-Offs and Subcontracting.** Subject to section 8.6. (A), a regular employee will not be laid off (or continued in layoff status) if substantial work that is regularly performed by the employee is being subcontracted out or performed by non-bargaining-unit employees. A project that would not provide a single employee with more than 40 hours of work shall not be considered substantial.

2. **Subcontracting Out the Work of a Department of Departmental Subdivision.** The College may not subcontract out the work of an entire department or any substantial subdivision thereof without providing the Union with proper notice and an opportunity to bargain about the matter.

B. **Recall.** When recalling an employee from layoff, the College shall recall the most senior employee, provided that the senior employee has equal or better qualifications, skills and abilities (as compared to a more junior employee on layoff) to do the needed work.

C. A full-time position will not be split into part-time positions for arbitrary or capricious reasons. However, in the event a position is reduced in hours, the Employer will give at least fifteen (15) calendar days’ notice of the change.

If an employee’s regularly scheduled hours of work are reduced by 20% each week and for at least 12 weeks, the senior employee may bump any junior employee within the department who is regularly scheduled to work at least 40 hours per week, provided the employee has the qualifications, skills and ability to perform the junior employee’s job.
Section 7. Seniority Loss. Seniority shall be lost for anyone of the following reasons:

A. Voluntary quit,
B. Discharge for just cause,
C. Lay-off of more than eighteen (18) months,
D. A failure to return from lay-off within two (2) weeks after being notified to return by certified mail sent to the employee’s last known address,
E. Refusal to accept transfer when required, or
F. An employee’s absence from work for two (2) or more consecutive days without “good cause”, as determined by the Director of Facilities, Maintenance Manager and Custodial Services Manager or Grounds Manager, and the College Human Resources Director. Such employees shall be deemed to have voluntarily quit.

ARTICLE 9 – PROMOTIONS

Section 1. Bidding Procedure (Chief Engineer). The job classification of Chief Operating Engineer shall be exempt from the bidding procedure. This position shall be filled by College management with a candidate of their choice.

Section 2. Posting and Bidding. When a vacancy exists, the Employer will first attempt to fill the vacancy within the Department in accordance with 9.3 of this Agreement. If the vacancy is not filled within the Department, the Employer will post a notice of the vacancy on a bulletin board in each work area for five (5) calendar days. An employee who desires to apply for the vacancy shall notify the Employer by signing the posted notice prior to the expiration of the five (5) calendar-day period. If an employee on lay-off or leave status has, prior to the first day of posting of a vacancy, notified the Employer in writing that the employee wishes to be sent a notice of vacancy for that position, the Employer will send the notice of the vacancy to the employee’s home address via ordinary mail on the first day of posting. The Employer shall post a notice of vacancy on the same day in all departments.
Section 3. Department Postings.

A. **Departmental Openings.** When an opening occurs within a Department, an employee from the Department where the vacancy exists may be given the opportunity to fill the vacancy before it is filled by an employee from another Department, provided the Departmental employee has the qualifications, skills and ability to perform the work, has a good work record, and has an acceptable level of attendance.

B. The Employer may, in lieu of the five (5) day posting, fill vacant positions by asking employees in order of seniority, of their interest in a vacant position. If this procedure is used at least two (2) working days will exist between when Departmental employees are notified of the opening and asked to sign for a position. If the position is not filled by this procedure, the Employer will post the job in accordance with 9.2 above. An employee selected to fill the position must have the qualifications, skills and ability to perform the work, a good work record, and an acceptable level of attendance.

C. **Openings Due to the Prolonged Absence of An Employee.** When an employee is absent and it is reasonable for the Employer to assume such employee will not return to work for one hundred and eighty-three (183) calendar days or more, the position held by the absent employee (if such position is to be filled) will be posted in accordance with normal posting procedures. If the employee is granted a leave that extends beyond one hundred and eighty-three (183) days they will be allowed to bid on any open positions at the time of their return to work. If they are unable to return within their allotted leave time, their employment will end and such employees shall be deemed to have voluntarily quit.

Section 4. Filling Vacancies.

A. **Departmental.** When an opening exists in a Department the bidder holding the greatest seniority in that Department shall be assigned to the vacancy, provided the employee has the qualifications, skills and ability to perform the work. In the event
no one bids for the opening or there are no qualified bidders from the Department, the position will be filled by qualified employees from other Departments.

B. **Filling Regular Vacancies from other Departments.** When no employee from the Department where the vacancy exists bids or is qualified to fill an open position, the senior employee with the qualifications, skills and ability to perform the work from the other Department who bid will be given the position. If no employee from the other Departments bids or is qualified, the Employer may fill the vacancy at its discretion.

C. **Transfer.** Employees who successfully bid on a new job with a higher classification/wage scale will be transferred to that position's pay scale within sixty (60) working days.

D. **Stability.** An employee successfully bidding for a job may be required to remain in such job for sixty (60) working days. An employee who has moved into a position with a higher job classification/wage scale may make a written request to return to the employee's former position within five (5) working days of receiving the job. If the request is approved by the Department Manager, the employee may return to the employee's former position.

E. **Filling Temporary Vacancies.** Temporary openings posted in accordance with Section 9.3 above shall be filled by the most senior employee within the Department who bid on the opening and who has the qualifications, skills and ability to do the work. If the absent employee returns to work, the employee filling the vacancy will return to their previous position.

**Section 5. Trial Periods.** Employees who are promoted and/or transferred to a different Department will serve a trial period up to seven hundred twenty (720) regular hours worked. Employees will be evaluated every two hundred forty (240) regular hours worked during this trial period.

The trial period may be extended through mutual agreement of the Employer and the Union.
If an employee is disqualified during the trial period, the employee will revert to his/her previous position and seniority. During this trial period, the employees who have moved into a position with a higher job classification/wage scale will also have the right to return to the employee’s previous position, so long as they do so within five (5) working days of receiving the job. When an employee returns to the employee’s former Department, they will not be credited with hours worked in a different Department.

When an employee is disqualified and/or returns to their previous position, the vacant position will be filled with the next senior qualified bidder, provided that employee has the qualifications, skills and ability to perform the job. In the event no member of the bargaining unit bids on or is qualified for a position, or in the event the last bidding member failed the trial period, the Employer will make an offer to a qualified candidate.

Section 6. Job Descriptions. Job descriptions are considered to be a general description of the types of duties associated with any particular classifications/position. Job descriptions shall not be interpreted to limit the right of the Employer in any way to assign other duties to an employee within a particular job classification/position or to the classification/position itself. The College reserves the right to modify job descriptions.

Section 7. New Positions. The Employer shall not create a new position until the Union has had an opportunity to bargain over the wage rate for said new position.

ARTICLE 10 – RESIGNATIONS AND TERMINATIONS

Section 1. Notice. An employee who resigns must give the Employer two (2) weeks’ written notice and continue in the Employer’s service during this two (2) week period, with the exception that the employee may leave earlier if the Employer tells the employee that a competent replacement has been found. Failure to give such notice shall result in loss of any vacation, floating holiday, and accrued sick leave benefits to which the employee might otherwise be entitled.

Section 2. Discipline and Discharge.

A. Just Cause. An employee who has completed the initial
probationary period or an extension of the probationary period may only have disciplinary action including discharge imposed for just cause. If management asks an employee to participate in an investigatory interview that the employee reasonably believes may result in disciplinary action against the employee, the employee has the right to request the presence of a union representative or steward, provided that the interview is not unreasonably delayed.

B. **Procedure.** When disciplinary action is imposed and received, management, the union and the disciplined employee will make reasonable efforts to do so in a private setting.

C. **Progressive Discipline.** No employee shall be discharged without first having been given some progressive discipline (where appropriate under principles of just cause), except that no such progressive discipline need be given if the cause of discharge relates to dishonesty, drunkenness, falsification of College records, misappropriation of the College’s or another’s property, unauthorized use of, or tampering with or willful damage or destruction of College equipment or product, improper use of drugs or alcohol, or any more serious violation of a College work rule.

D. An employee who is terminated for cause shall be paid the employee’s earned and accrued vacation and sick leave (if applicable).

**ARTICLE 11 – LEAVES OF ABSENCE**

Section 1. **Personal Leave.** Carleton College will comply with all applicable laws such as FMLA, federal, state, and any applicable regulations. We recognize that situations may arise requiring an employee to request a leave of absence. The leave may be personal, medical, or for military service. Leaves of absence will generally be for less than six months although leaves up to twelve months may be considered if operationally feasible and approved by the supervisor and Human Resources. Employees will meet with Human Resources to determine the proper designation of the type of leave, its
applicable provisions, statutes/regulations and forms, and how the leave is to be monitored. Any eligible accrued sick, vacation or floating holiday hours will be used during a leave of absence. If the absence is due to illness or injury, accumulated sick leave will be paid out according to amount of time indicated by the employee’s physician, time off in addition to the physician’s request will require the use of employee’s accrued vacation and/or floating holiday. College holiday hours will not be paid during a leave of absence. Any unpaid time in lieu of absence accruals will be at the discretion of the supervisor and Human Resources.

During this leave time, the employee is responsible for paying the employee portion of health care premiums and any other payroll deductions during the period of the leave to ensure continuation of coverage. Arrangements for payments must be made through the Human Resource’s office. Employees who are more than two months behind on payments and do not make arrangements with Human Resources risk losing coverage. If the employee is still on leave after a six-month period, COBRA benefits will be offered. Under COBRA the employee is responsible for paying the entire premium (employee and employer portions) on any insured benefit plans in which the employee participates. It is important to make payments on time to prevent loss of coverage.

Section 2. Funeral Leave. Definitions: Immediate Family/Extended Family: Immediate family is defined by the College as persons related to the employee as follows: the employee’s wife, husband, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, domestic partner or step family.

Extended family is defined as persons related to the employee as follows: grandparent, grandparent-in-law, sister-in-law, brother-in-law, uncle, aunt, cousin, niece, or nephew.

Funeral Leave: Funeral leave is not an entitlement; rather, it is period of time off not to exceed the time periods below that is necessary for an employee to make funeral arrangements and/or to attend the funeral/memorial service.

Funeral leave shall be as follows:

**Immediate Family.** A regular employee working twenty (20) hours or more per week is eligible for up to five (5) days paid funeral leave in the
event of the death of a member of the immediate family. An employee may request to use up to an additional five (5) days of accrued sick time. Additional vacation or floating holiday time may also be requested.

Extended Family. A regular employee working twenty (20) hours or more per week is eligible for up to one (1) day paid funeral leave in the event of the death of a member of the employee's extended family. An employee may request to use up to an additional two (2) days of accrued sick time. Additional vacation or floating holiday time may also be requested.

There are no restrictions as to the number of occasions this funeral leave may be used for immediate and extended family.

Co-worker or Friend. A regular employee working twenty (20) hours or more per week is eligible for up to one (1) day of paid funeral leave in the event of the death of a co-worker or friend, with a limit of four (4) days per rolling year. The OFNR funeral leave code should be shown on the time sheet to designate the absence for the funeral of a co-worker or friend.

The amount of paid leave is calculated based on the employee's regular work schedule (exclusive of overtime) for the day or days of work missed.

Employees must notify their immediate supervisor of their need to use funeral leave and must record the specific type of leave on their time sheet (funeral-immediate or extended family or co-worker/friend).

Section 3. Jury Service Leave. Employees required to report for Jury Service shall be paid the difference between their Jury Service pay and their regular wages for time lost due to such Jury Service up to a maximum of 100 hours lost during any one year. Employees while serving on Jury Service and temporarily excused from work are expected to report for work when possible. As a convenience, the Employer and the employee may mutually agree that the Employer will continue to pay the employee all regular wages, and after having completed the Jury Service, the employee will turn over to the Employer the employee's Jury Service pay.

Section 4. FMLA. A regular employee, with a minimum of one year of service, shall, to the extent required by the federal Family and Medical Leave Act
"FMLA"), be eligible for a leave of up to twelve (12) weeks during any rolling twelve month period for the birth or adoption of a child; to care for a seriously ill spouse, domestic partner, son, daughter, or parent; to deal with a serious health condition that makes the employee unable to perform the employee’s job; or to deal with a qualifying exigency (as defined by law) arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member under certain circumstances.

The first five consecutive days of qualifying family leave in any rolling twelve month period will be paid by the College (maximums of eight hours per day and a total of 40 hours). This pay is not required by the FMLA, but is provided as a benefit by the College. Furthermore, this paragraph is not intended to afford a benefit to bargaining-unit employees that is not afforded to similarly-situated, non-bargaining-unit employees of the College. Therefore, no bargaining-unit employee will be eligible to receive this benefit if other, similarly-situated hourly employees of the College have, under similar circumstances, been deemed ineligible to receive this benefit. Furthermore, if the College discontinues this benefit for similarly-situated hourly non-bargaining-unit employees of the College, this benefit will automatically be discontinued for bargaining-unit employees.

Thereafter, accumulated sick leave is to be used in accordance with Article 19.1A, 19.1C and 19.3.

An awarded FMLA leave will run concurrent with Article 11.1 Personal Leave.

In addition to the basic leave above, the FMLA permits an eligible employee to take up to 26 weeks of unpaid leave to care for a covered service member during a single, 12-month period. A covered service member is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Employees must ordinarily provide thirty (30) days advance notice when the leave is foreseeable. Seniority provisions outlined in Article 8.1 will apply. Employees awarded a FMLA leave must use earned vacation or floating
holiday hours. Employees will be allowed to use up to two (2) days sick leave pay for FMLA leave used for spouse/domestic partners. All leave time, such as vacation, sick, etc., shall run concurrently with, and not in addition to, leave provided under the FMLA.

The employee will continue to be covered under the College’s group health coverage with the employee responsible for the employee’s portion of the premium whether or not drawing eligible pay for the period of the twelve (12) week FMLA leave.

The Employer may require medical certification of continuing illness from the medical provider in thirty (30) day intervals and/or return to work duties. Medical information required will be given and/or sent to the Human Resources Director and will only be provided to others with the appropriate signed release.

The right to FMLA will not limit benefits the employee may otherwise be entitled to under this agreement. Nothing in this Section is intended to grant leave not required by the express terms and eligibility standards of the FMLA.

All optional aspects of the FMLA shall be at the College’s sole discretion.

Section 5. School Conference and Activities Leave. The Employer will grant an employee covered under this Agreement up to sixteen (16) hours of unpaid work time during any school year to attend school conferences or classroom activities related to the employee’s child, when such school conferences or classroom activities cannot be scheduled during non-work hours. The employee will provide reasonable prior notice when the need for the leave is foreseeable and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the department.

ARTICLE 12 – DEFINITION – EMPLOYEES

Section 1. Regular Employee. A regular employee is one who has completed the initial probationary period and is normally scheduled and regularly works twenty (20) or more hours per week.

Section 2. Part-Time. A part-time employee is one who has completed the initial probationary period and is normally scheduled or regularly works less
than twenty (20) hours per week. Part-time employees are not entitled to pro-rated benefits, including but not limited to, sick leave, funeral leave, vacations, holidays, insurance and pension.

Section 3. Temporary Employees. Temporary employees shall be those employees hired to fill positions temporarily vacant due to a regular employee being on a leave of absence for a period of less than one hundred and eighty-three (183) days (unless extended by mutual agreement of the College and the Union) in accordance with subsection 9.3(C) and 9.4 (D) above. Temporary employees are not eligible for benefits.

Section 4. Casual Employees. Casual employees are those employees used on an infrequent sporadic basis without an established pattern of continuing employment. If such employees work forty (40) hours or less in a month, they shall not come under the jurisdiction of this Agreement. Casual employees are not eligible for benefits.

Section 5. Students. Students are not covered under this agreement or its provisions. Student is defined as a person enrolled in full-time class study at Carleton College or has been enrolled the previous term or is scheduled to be enrolled in the next term.

ARTICLE 13 – HOURS-PREMIUM PAY

Section 1.

Subd. 1. Normal Schedule. All scheduled hours worked per day shall be exclusive of meal period, and all scheduled days off shall be consecutive. If a schedule is not based on consecutive hours, days of the week or hours worked per day, arrangements will be worked out between the Employer, the Union and the employee.

Schedule Change. Present work schedules shall not be disturbed, except in emergency or a change that is temporary in nature, without first giving the employee at least one week’s notice of said changes of schedule.
Subd. 2. Normal Work Week Maintenance Department.

1. The work periods for Maintenance and Grounds Department operations (excluding emergencies) shall be between 7:00 am and 5:00 pm, Monday through Friday. Starting and ending times may vary within the above defined work period by mutual agreement.

2. The foregoing Section 1, Subd. 2.1 shall not apply to:
   (a) any Operating Engineer or Chief Operating Engineer; or
   (b) any person who becomes a regular employee in a bargaining unit position after August 20, 2009.

Section 2. Overtime Pay.

Weekly Overtime. Employees will be paid one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours per week.

Daily Overtime. If an employee works more than eight (8) hours in a workday (but less than forty hours in that workweek), the employee will be paid one and one-half (1-1/2) times the employee’s regular hourly rate for all such hours in excess of eight (8). No overtime pay shall be paid for any such hours that are worked to make up for other scheduled hours that the employee asks, or has asked, to miss.

No Pyramiding. There shall be no pyramiding of overtime.

Subd. 1. Custodial Premium Pay. It is understood that a current Custodial Service employee who works a sixth or seventh day in any work shall be paid at the rate of time and one-half (1-1/2) times the employee’s regular hourly rate for such hours work; provided that no such premium pay shall be paid for any such hours that are worked on the sixth or seventh day to make up for other scheduled hours that the employee asks, or has asked, to miss.
Section 3. Overtime Distribution.

A. Custodial Service. When overtime hours are available, readily-available, qualified employees who regularly perform the work will get first choice of the additional hours in order of departmental seniority.

If no employee who regularly performs the work wishes to work the overtime, employees within the department that have signed a yes on the overtime list will be offered the overtime in order of departmental seniority. Seasonal employees will only be allowed to bid for overtime in Custodial while regularly scheduled in Custodial Services and only after all others in the custodial classification have had the opportunity to bid and when they are not required to work in Grounds.

If no employee volunteers for the overtime, the junior, readily-available, qualified employee in the classification will be required to perform the work and shall be paid at the rate of time and one-half (1-1/2) times the employee’s regular hourly rate for such hours worked.

B. Maintenance Department. For the purpose of overtime assignment only, Grounds Maintenance and Building Maintenance will be considered separate departments. In each department, overtime will be offered to readily-available employees who are most qualified to do the work in order of seniority. If no employee volunteers for the overtime, the junior, readily available, most qualified employee(s) within the department will be required to perform the work and shall be paid at the rate of time and one-half (1-1/2) times the employee’s regular hourly rate for such hours worked.

Section 4. Overtime Credit. Only hours worked and College holidays will be considered hours worked for the purpose of computing overtime.

All other paid leave types, including but not limited to, floating holidays, vacation, sick, funeral and paid FMLA will not be considered hours worked for the purpose of computing overtime.
Section 5. Call-In/Call-Back. Employees called in outside of their regular scheduled hours shall be paid at the rate of time and one-half (1-1/2) times the employee’s regular hourly rate for such hours worked with a guaranteed minimum of two (2) hours pay at their applicable rate of pay for so reporting. This does not apply when an employee has volunteered to work extra hours.

Section 6. Replacement Pay Rate. If an employee is a lower-paid classification is required to perform the work of an employee in a higher-paid classification consistently for more than four (4) hours during any work day, the employee will receive the higher rate of pay for those hours. The employee will be paid at the same step (level) in the higher classifications as they are in their own classification.

Section 7. Payroll Periods. The work week for employees covered by this Agreement shall be 12:01 a.m. Sunday through 12:00 midnight Saturday.

ARTICLE 14 – VACATIONS

Section 1. A regular employee covered under this Agreement will accrue paid vacation on all regular hours worked in each pay period. Vacation can be requested after the completion of the probationary period. Overtime or call back hours shall not apply to vacation accrual. Accruals for part-time employees will be prorated on the budgeted FTE for the position. The following service schedule will determine the vacation accrual rate:

A. Date of hire or assignment to regular employee status but less than five (5) year anniversary date accrual shall be based on two (2) weeks.

B. Five (5) year anniversary but less than ten (10) year anniversary date the accrual shall be based on three (3) weeks.

C. Ten (10) year anniversary or more the accrual shall be based on four (4) weeks.

Section 2. Termination. At separation, accrued vacation balances will be paid out to the employee provided two (2) weeks’ notice is given as set out in 10.1 herein.
Section 3. Holiday During Employees Vacation Period. If a designated holiday falls during an employee's vacation period such day shall not be charged to the employee's earned vacation.

Section 4. Vacation Period Schedule. The College will make reasonable efforts to approve vacation requests made by employees, so long as they are consistent with the operational needs of the College. Vacation will be set on a first request basis. If an employee's vacation request is denied, the Employer will inform the employee of reason(s). Upon written request that the Employer state the reason(s) in writing, the Employer will state the reason(s) in writing within seven (7) days thereafter.

Section 5. Vacation Carry Over. Employees covered by this Agreement may carry over up to a maximum of employee's previous year vacation benefit level.

ARTICLE 15 – HOLIDAYS

Section 1. Regular Holidays and Holiday Premium. Regular employees shall be paid eight (8) hours of straight time pay for the day on which each of the following holidays is observed provided that the employee is not required to work on that day:

1. New Year's Day
2. Fourth of July
3. Labor Day
4. Thanksgiving Day
5. Day After Thanksgiving (or another mutually agreeable day off if this changes as a regular holiday for the College)
6. Christmas Eve
7. Christmas Day
8. Three (3) floating holidays (as outlined in 15.4)

Section 2. Observation of Holidays. By June 15 of each year, the College will post a list of the days on which the Holidays identified in section 15.1 shall be observed during the next twelve month period starting July 1.

Section 3. Holiday Premium. A regular employee required to work on any of the above listed holidays, except for the floating holidays, shall be paid at the
rate of one and one half (1-1/2) times the employee’s regular hourly rate for all hours worked, plus holiday pay or in lieu of holiday pay, the employee may use their holiday on another day during the fiscal year when the employee is regularly scheduled to work. The alternate holiday would need to be scheduled in advance and approved by the supervisor. Any remaining holiday hours would be forfeited on June 30 of each year. Because of the continuous nature of the operation, no holiday premium will be paid on floating holidays.

Section 4. Floating Holidays.

A. Floating Holidays. Three (3) floating holidays may be taken between July 1 and June 30 annually. The floating holidays shall be determined by the employee’s preference, provided they are approved by the employee’s supervisor and be consistent with the operational needs of the department. New employees shall not be eligible for floating holidays until they have completed their first year of employment.

B. Such holidays will be requested in writing, in advance, and shall be granted on a first request basis. The Employer retains the right to deny use of any floating holiday on certain days. The Employer will deny or approve in writing, as soon as possible but no later than seven (7) calendar days, from the date of the request.

The employer retains the right to deny use of any floating holiday during restricted times. There restricted dates will be posted prior to July 1st each year. Employer will also include explanation of denial.

ARTICLE 16 – INSURANCE PROGRAMS

Section 1. The College’s life, medical, and long-term disability insurance programs are described in the Employer’s Plan Documents and Summary Plan Descriptions.

Section 2. Contributions.

A. Medical Insurance. The Employer will make available to
bargaining-unit employees the same medical insurance plans that are made available to similarly-situated, non-bargaining-unit employees, and the Employer will contribute the same amounts for bargaining unit employees as it does for similarly-situated, non-bargaining-unit employees of the College. If the College changes the plans or the contribution rates for similarly-situated, non-bargaining-unit employees of the College, it may unilaterally make the same changes for bargaining-unit employees.

If any new law, regulation or order mandates or makes available to employers health insurance for employees ("government health insurance"), the Employer may unilaterally terminate the current medical insurance plans now in effect if the Employer has to pay directly or indirectly, through taxes or otherwise, for any portion of the cost of the government health insurance. If the Employer exercises this right, the Employer will take all required steps to obtain coverage under the government health insurance program for each employee, and no employee will, as a result of these changes will be required to contribute more on a monthly basis to the cost of the government health insurance than similarly-situated, non-bargaining-unit employees.

B. Life Insurance. The Employer will make available to bargaining unit employees the same term life insurance plans that are made available to similarly-situated, non-bargaining unit employees, and the Employer will contribute the same amounts for bargaining unit employees as it does for similarly-situated, non-bargaining unit employees of the College. If the College changes the plans or the contribution rates for similarly-situated, non-bargaining unit employees of the College, it may unilaterally make the same changes for bargaining unit employees.

C. Dental Insurance. The College shall make available to bargaining-unit employees the same dental plan (if any) made available to similarly-situated, non-bargaining-unit employees of the College. The College does not contribute to the cost of this Plan.

D. Long-Term Disability Insurance. The College shall make available to bargaining-unit employees the same long-term disability insurance that is made available to similarly, non-bargaining-unit employees.
Participation in the plan is currently optional. The College shall contribute to the cost of this plan for each enrolled bargaining-unit employee the same amount that it contributes for similarly-situated, non-bargaining-unit employees who are enrolled. The College reserves the right to unilaterally terminate this benefit or change its contribution rate for bargaining-unit employees if this benefit is terminated or the contribution rate changed for other, similarly-situated, non-bargaining-unit employees.

Section 2. The benefits referenced in this Agreement are governed by insurance contract and employee benefit plan documents, which are hereby incorporated by reference. The terms and conditions of the contract and plan documents may be amended from time-to-time and such amendments shall also govern and are also hereby incorporated. If the College initiates and makes any extraordinary changes in these contracts or plan documents, the College will communicate with the Union prior to making the changes.

**ARTICLE 17 – MISCELLANEOUS BENEFITS**

Section 1. Tuition Benefits. A regular employee who regularly works 40 hours per week is eligible for dependent education benefits at the College of one-half tuition plus one-half actual board charge. The College will, in its discretion, pro-rate this benefit for regular employees who regularly work more than 20 but less than 40 hours per week. In either case, the conditions of eligibility are:

- The employee works at least 20 or more hours per week throughout the year;
- the employee has been on payroll as a regular employee for not less than six consecutive years prior to the first day of the fall academic term;
- the employee must be employed by the College as a regular employee throughout the first full calendar month of each academic terms for which the benefit is sought; and
- the dependent must be accepted and attend as a full-time Carleton student.
The parties agree that the College’s decisions about whom to accept and continue enrolled as students are solely within the College’s discretion and are in no way subject to the grievance or arbitration provisions of this Agreement.

This benefit will not exceed four regular academic years per child and a maximum of twelve regular academic years per eligible employee. This provision is not intended to afford a benefit to bargaining-unit employees that is not afforded to similarly-situated, non-bargaining-unit employees of the College.

Therefore, no bargaining-unit employee will be eligible to receive this benefit if other, similarly-situated hourly employees of the College have, under similar circumstances, been deemed ineligible to receive this benefit. Furthermore, if the College discontinues this benefit similarly-situated hourly non-bargaining-unit employees of the College, this benefit will automatically be discontinued for bargaining-unit employees.

Section 2. Safety Boots. If a maintenance department employee purchases ASTM F2414/F2413-compliant (formerly ANSI Z41 compliant) safety shoes (or shoes that comply with any such successor safety standard) to use regularly at work, upon presentation of the receipt for the shoes, the College shall reimburse the employee up to $125 per contract per year or $250 every other contract year. Maximum reimbursement will be $250 in a 24 month period.

Section 3. Safety Glasses. If a maintenance department employee purchases ANSI Z87.1 prescription, protective glasses with side shields from a college-approved vendor for regular use at work, the College shall reimburse the employee up to $100 per contract year (provided the prescription has changed) upon presentation of the sales receipt for the glasses.

Section 4. Uniforms. Employees must wear the uniform prescribed by the College. The College shall pay for the uniforms. Employees are responsible for maintaining, laundering, and returning the uniforms.
ARTICLE 18 – PENSION PLAN

Section 1. IUOE Central Pension Fund. The College agrees that all regular employees covered by this Agreement will be covered by the Central Pension Fund of the International Union of Operating Engineers (hereinafter called the Fund). The Union acknowledges and agree that bargaining-unit employees shall not participate in or be covered by the Carleton College Defined Contribution Plan.

A. The College agrees to be bound as a party to all of the terms and conditions of the Participating Agreement in the Fund, and said agreement is made part hereof by reference; provided that, under no circumstances shall the College by obligated to contribute to the Fund anything more than what is prescribed in this section.

B. Contributions. The College agrees to contribute to the Fund 10% of regular wages for which an employee receives pay from the College as required under the terms of this Agreement; provided that (1) no contributions shall be made for more than (40) hours in any work week; and (2) such contributions shall be made only for regular employees who have successfully completed their probationary period and have achieved seniority.

If the College adjusts the rate at which it contributes to the 403(b) retirement accounts of a majority of its non-union, non-exempt staff, it is agreed that the college shall also adjust the amount that it contributes to the Fund by the same percentage.

C. Benefits. The payments so made to the Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the terms and conditions of the Fund’s governing plan documents.

Section 2. The College will make available to its employees a retirement tax deferred supplemental annuity program or custodial account.

Section 3. Extent of Pension Agreement. This article encompasses the sole and total agreement between the Employer and the Union with respect to pensions and retirement.
ARTICLE 19 – BREAK AND LUNCH PERIODS

Section 1. Breaks. Regular employees may take a fifteen (15) minute paid break for each four hours worked. A regular employee who works more than five hours, but less than six hours, may take one, twenty-minute paid break. A regular employee who works more than six hours, but less than seven and one-half hours may take one, twenty-five minute paid break. Employees with one break period will have the break period scheduled approximately half way through their shift. Employees with two break periods will have the first break period schedule approximately midway in the first four hours and the second break period approximately midway in the last four hours of the shift. Management may schedule breaks times.

Because of the nature of their duties, if an Operating Engineer is working without the assistance of another Operating Engineer, the Operating Engineer is not eligible for breaks as provided herein.

Section 2. An employee’s break periods shall be duty free from all aspects of the employee’s job requirements, except when an emergency arises.

Section 3. Lunch Periods. Each employee (except for Operating Engineers) must take a regular, unpaid lunch of thirty to sixty minutes, as determined by management. If management requires an employee to work during the employee’s lunch period, the employee may choose to either be given a new, duty-free unpaid lunch period or be paid for the time worked in not less than 15-minute increments.

ARTICLE 20 – SICK LEAVE

Section 1. Benefits.

A. Accumulation. All regular employees accrue paid sick leave from work for all regular hours worked in each pay period. The rate of accrual shall be .04615 hours for each regular hour worked. There shall be no maximum accrual.

A new employee may not use sick leave during the probationary period. If the new employee completes the probationary period,
the employee's sick leave shall be deemed to have accumulated starting on the employee's date of hire as a regular employee.

B. **Usage.** An employee may use accrued sick leave when the employee is unable to work because of the employee's illness, injury, or safety of the employee or their child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent as defined in MN Statute 181.9413. Eligibility of sick leave for domestic partners will be as defined in the Domestic Partner Guidelines for the College. Sick leave may be used in increments of one-half hour or more. Sick leave may be used for medical and/or dental appointments, if such appointments cannot be scheduled outside the employee's normal work hours.

C. **Approval.** Final Determination as to the eligibility of an employee for sick leave pay is reserved to the employer following MN Statute 181.9413.

**Section 2. Pregnancy.** Pregnancy, miscarriage, abortion, and childbirth are considered temporary conditions and are covered under the sick leave policy like any other condition due to injury or illness.

**Section 3. Evidence of Illness and Ability to Return to Work.** The Employer may require reasonable evidence of illness in order for the employee to receive sick leave pay. Employees who have been absent from work for their own illness or injury for more than three shifts may be required to furnish a report from a recognized medical authority attesting to their ability to return to work.

**Section 4. Severance Pay for Sick Leave Accumulation.** An employee who has fifteen (15) years of consecutive service and who terminates or retires shall receive twenty percent (20%) of the employee’s accumulated sick leave to be paid at the time of separation.
ARTICLE 21 – NON-DISCRIMINATION CLAUSE

Section 1. Neither the College, the Union, nor any employee will engage in or tolerate any unlawful discrimination or harassment against any employee or applicant for employment because of race, color, creed, ethnicity, religion, sex, national origin, marital status, veteran status, actual or perceived sexual orientation, gender identity and expression, status with regard to public assistance, disability or age. Without limiting the generality of the foregoing, the Union, the employees and the College will adhere to personnel policies and practices that are consistent with the governing statutes, rules and regulations issued by the Federal Government and the State of Minnesota, including but not limited to the ban on discrimination in Executive Order 11246, as amended, Title VII of the Civil Rights Act of 1964, as amended, as well as Title IX of the Education Amendments of the 1972 and also the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Minnesota Human Right Act, and the Genetic Information Nondiscrimination Act of 2008.

Section 2. ADA. The Employer and the Union agree to cooperate in making reasonable accommodations for employees or job candidates necessary to comply with the Americans With Disabilities Act (ADA) and other applicable state and federal laws and regulations.

Section 3. As set forth in the Employers Domestic Partner Policy, all employees covered by this agreement will be covered by Carleton College’s policy of extending benefits to domestic partners. The Union agrees that nothing in this Agreement limits the right of the College to unilaterally amend, modify or terminate that policy consistent with any amendment, modification or termination of the Policy that is applied to other similarly-situated, non-bargaining-unit employees.
ARTICLE 22 – INJURY ON THE JOB

Section 1. Injury on the Job. All employees are covered by Workers’ Compensation Insurance. If an employee sustains a work-related injury or illness that requires first aid treatment or that limits (or might later limit) the employee’s ability to work, the employee must report the occurrence to the employee’s supervisor as soon as possible after the injury or illness was sustained and complete a First Report of Injury form. Failure to report or false reports shall: (1) constitute fraud; and (2) be just cause for discipline up to and including discharge.

Section 2. Lost Time. When an employee is off work due to injury on the job, the Employer will continue to contribute the same amount to health care insurance as if the employee was working for up to six months. If the employee is out for longer than 6 (six) months, the employer will cease contributions toward the employee’s health insurance; however, the employee will be eligible for COBRA continuation.

Section 3. Non Duplication of Benefits – Workers Compensation Exception. Sick leave benefit is not intended or designed to duplicate other benefits. However, employees’ at their option may use sick leave, floating holidays and vacation (to be used in that order) for workers compensation, uncompensated lost time during the first, three-day waiting period, if applicable.

ARTICLE 23 – VALIDITY

Section 1. In the event that any portion of this Agreement shall become invalid or illegal as a result of a Municipal, State or Federal law, only the article thus affected shall become invalid and the remainder of the Agreement shall remain in force and effect.

ARTICLE 24 – ADDITIONAL TRAINING

The employer agrees to pay for any required training and time required to attend this training. Any training desired but not required would need pre-approval from the department head.
ARTICLE 25 – TERM OF AGREEMENT

Section 1. Term. This Agreement, including the attached Appendix A, shall become effective as of August 1, 2017, and shall continue in full force and effect through July 31, 2021.

Section 2. Termination of Amendment. Either party may terminate or amend this Agreement effective at 12:01 a.m. on August 1, 2021 by giving written notice of termination or amendment via certified mail to the other party not less than sixty (60) days prior to July 31, 2021. If timely written notice is not given, this Agreement shall automatically renew for successive one-year periods ending at midnight on July 31 unless timely written notice to terminate or amend is sent by one party to the other by certified mail not less than sixty (60) days prior to July 31 of the year of termination. Notice to terminate or amend this Agreement by either party shall operate as notice by both parties to terminate and amend this Agreement.

Section 3. Entire Agreement. The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This written Agreement (together with those documents that are incorporated herein by explicit, written reference, including without limitation the Agreement Regarding Bargaining Proposals dated August 20, 2009, the Standard for Contract Interpretations signed on May 12, 2010, and the letter regarding 200 Division Street dated May 15, 2012, and the Memorandum of Understanding related to Grounds positions that was signed on September 9, 2016 and expires on December 31, 2017) constitutes all of the understandings and agreements of the parties. All other agreements, understandings and practices that are not explicitly memorialized in this written agreement are hereby revoked, cancelled and rescinded.
IN WITNESS THEREOF, the parties hereto have signed this Agreement,

For: Carleton College

Kerstin Cardenas, HR Director

For: International Union of Operating Engineers

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

John Hane, Business Representative

Leanne Ellison, Steward

Michael Joehm, Steward

Lisa Gergen, Steward

Joey Blessing, Steward

Date: 9/18/2017

Date: 9/27/2017

JH/jcw/opelui#12
Contracts/Carleton
### APPENDIX "A"
#### WAGE SCALE

<table>
<thead>
<tr>
<th></th>
<th>Effective 8/1/2017 2.1%</th>
<th>Effective 8/1/2018 2%</th>
<th>Effective 8/1/2019 2%</th>
<th>Effective 8/1/2020 2%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Maintenance - Master</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Operating Engineer</td>
<td>$36.43</td>
<td>$37.16</td>
<td>$37.90</td>
<td>$38.66</td>
</tr>
<tr>
<td>Master Electrician</td>
<td>$36.43</td>
<td>$37.16</td>
<td>$37.90</td>
<td>$38.66</td>
</tr>
<tr>
<td>Master Plumber</td>
<td>$36.43</td>
<td>$37.16</td>
<td>$37.90</td>
<td>$38.66</td>
</tr>
<tr>
<td><strong>II. Trade Maintenance - Specialist</strong></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Senior Climate Control</td>
<td>$36.43</td>
<td>$37.16</td>
<td>$37.90</td>
<td>$38.66</td>
</tr>
<tr>
<td>Chief Maintenance Engineer</td>
<td>$36.43</td>
<td>$37.16</td>
<td>$37.90</td>
<td>$38.66</td>
</tr>
<tr>
<td><strong>III. Trade Maintenance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter Lead</td>
<td>$33.47</td>
<td>$34.14</td>
<td>$34.82</td>
<td>$35.52</td>
</tr>
<tr>
<td>Carpenter</td>
<td>$31.91</td>
<td>$32.55</td>
<td>$33.20</td>
<td>$33.86</td>
</tr>
<tr>
<td>Electrician</td>
<td>$34.91</td>
<td>$35.61</td>
<td>$36.32</td>
<td>$37.05</td>
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<tr>
<td>Locksmith Lead</td>
<td>$33.47</td>
<td>$34.14</td>
<td>$34.82</td>
<td>$35.52</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>$32.93</td>
<td>$33.59</td>
<td>$34.26</td>
<td>$34.95</td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>$32.93</td>
<td>$33.59</td>
<td>$34.26</td>
<td>$34.95</td>
</tr>
<tr>
<td>Painter Lead</td>
<td>$33.47</td>
<td>$34.14</td>
<td>$34.82</td>
<td>$35.52</td>
</tr>
<tr>
<td>Painter</td>
<td>$31.91</td>
<td>$32.55</td>
<td>$33.20</td>
<td>$33.86</td>
</tr>
<tr>
<td>Maintenance Plumber</td>
<td>$31.91</td>
<td>$32.55</td>
<td>$33.20</td>
<td>$33.86</td>
</tr>
<tr>
<td>Locksmith</td>
<td>$31.91</td>
<td>$32.55</td>
<td>$33.20</td>
<td>$33.86</td>
</tr>
<tr>
<td>IV. Maintenance Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Maintenance Storekeeper</td>
<td>$29.18</td>
<td>$29.76</td>
<td>$30.36</td>
<td>$30.97</td>
</tr>
<tr>
<td>V. Certified Grounds Maintenance Lead</td>
<td>$25.01</td>
<td>$25.51</td>
<td>$26.02</td>
<td>$26.54</td>
</tr>
<tr>
<td>VI. Certified Grounds Maintenance</td>
<td>$23.71</td>
<td>$24.18</td>
<td>$24.66</td>
<td>$25.15</td>
</tr>
<tr>
<td>VII. Grounds Maintenance</td>
<td>$22.69</td>
<td>$23.14</td>
<td>$23.60</td>
<td>$24.07</td>
</tr>
<tr>
<td>VIII. Grounds Seasonal</td>
<td>$21.94</td>
<td>$22.38</td>
<td>$22.83</td>
<td>$23.29</td>
</tr>
<tr>
<td>IX. Certified Grounds Seasonal</td>
<td>$22.46</td>
<td>$22.91</td>
<td>$23.37</td>
<td>$23.84</td>
</tr>
</tbody>
</table>

Custodial Services

| I. Carpet & Upholstery Maintenance    | $25.08   | $25.58   | $26.09   | $26.61   |
| II. Special Custodian                 | $23.23   | $23.69   | $24.16   | $24.64   |
| III. Project Custodian                | $23.00   | $23.46   | $23.93   | $24.41   |
| IV. Custodian                         | $21.96   | $22.40   | $22.85   | $23.31   |
WAGE PROGRESSION

CARLETON WAGE PROGRESSIONS

All classifications will be placed on a 24 month wage progression:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>75%</td>
</tr>
<tr>
<td>After 30 working days</td>
<td>80%</td>
</tr>
<tr>
<td>After 6 months</td>
<td>85%</td>
</tr>
<tr>
<td>After 12 months</td>
<td>90%</td>
</tr>
<tr>
<td>After 18 months</td>
<td>95%</td>
</tr>
<tr>
<td>After 24 months</td>
<td>100%</td>
</tr>
</tbody>
</table>

1. An employee promoted to a higher paying job will move to the next higher rate in the new progression and move up in that progression based on the date transferred into the new job.

2. If an employee in progression elects to move to a lower classification rate, he/she will move to the same or equivalent progression step for the new, lower classified position.

3. Employees with prior experience may be hired in progression rate higher than the start rate at the discretion of the department head. The Division Head and the Union steward in department involved have the right to review and recommend level and rate of pay in the progression, and by their mutual agreement would prevail over decision of department head. Training possibilities, as identified, will be discussed as a means of transfer or advancement.

4. Employees hired prior to 9/10/81 shall not be covered by the progression formula.