AGREEMENT

between

DULUTH LABOR TEMPLE ASSOCIATION

and

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

January 1, 2020 through December 31, 2022
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This Agreement is made and entered into by and between Duluth Labor Temple Association, Duluth, Minnesota, hereinafter referred to as the Employer and or Management through the medium of its undersigned duly authorized representative, and International Union of Operating Engineers, Local No. 70, St. Paul, Minnesota, acting under Charter of the AFL-CIO, granting jurisdiction over all full-time and regular part-time engineering/maintenance employees, hereinafter referred to as the Union, through the medium of its undersigned duly authorized representatives.

ARTICLE 1 – RECOGNITION

Section 1. The Union shall be the sole representative of the employees hereinafter classified for the purpose of collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation. The Employer agrees that they will retain in employment only members in good standing in I.U.O.E., Local 70, as hereinafter provided. This contract shall apply to all Engineering/Maintenance employees of the Duluth Labor Temple Association.

Section 2. The Employer agrees not to enter into any other agreement or contract with any other labor organization, employees hereunder, individually or collectively, which conflicts with terms and provisions of this agreement.

ARTICLE 2 – UNION SECURITY

Section 1. All persons now employed or hereinafter employed by the Employer thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.

Section 2. If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within ten (10) days of written notice to do so from the Union, or as soon as a replacement can be
obtained, but not to exceed twenty-one (21) days. The Union shall save the Employer harmless form any claims of an employee so terminated.

Section 3. The Employer agrees to deduct monthly union dues form the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of names of the employees and deduction made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Section 4. Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee’s name, address, work classification, and date of hiring.

Section 5. The provisions of Section 1. shall not apply to any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religious body or sect which has historical conscientious objections to joining or 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 6. Visitation. It is agreed between the Employer and the Union that the representative of the Union may confer with employees in regard to Union matters on the Company premises provided it does not unduly interfere with the operation of the business.
ARTICLE 3 – HOURS OF WORK

Section 1. Hours of Work. Eight (8) consecutive hours of work shall constitute a regular day’s work. Forty (40) hours per week shall constitute a regular work week. A regular day’s work shall include two (2) fifteen (15) minute breaks. All hours worked in excess of eight (8) hours per day or in excess of forty (40) hours in a week, shall be paid at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay, or overtime rate.

Section 2. Extra and/or Overtime Hours. All employees covered by this agreement will be eligible for extra hours and/or overtime, provided they are qualified to perform the work. Overtime and/or extra hours shall be as equitable as practicable within classifications.

Section 3. Overtime. For all hours worked beyond the scheduled shift in a twenty-four (24) hour day, or scheduled hours in a work week, overtime will be paid on the basis of one and one-half (1-1/2) times the hourly rate of pay.

Section 4. Call Back. When an employee is called back to work outside of the employee’s regular working schedule, the employee will be paid call back time at one and one-half (1-1/2) times the hourly rate of pay, with a two (2) hour guaranteed minimum. No employee will be required to do additional work other than what the “call back” was for. Boiler checks for weekends and holidays will be paid at the rate of two (2) hours minimum at the employee’s regular hourly rate of pay. Holidays will be paid at two (2) times the employee’s regular hourly rate of pay.

Section 5. On-Call. An employee who serves “on-call” shall be paid federal minimum wage for all hours served on-call. Hours on-call shall be determined by the Employer, however will be no less than twelve (12) hours per day.

Section 6. Show-Up. An employee who reports to work when scheduled and is determined not needed by the Employer will receive a minimum of four (4) hours pay or the pay for the number of hours worked, whichever is greater. No employee scheduled will be determined not to work their scheduled shift more than one (1) day per quarter.

Section 7. Weekend Differential. An employee required to work weekends (6:00 a.m., Saturday to 6:00 a.m., Monday) shall be paid fifty cents ($0.50) per hour or fraction thereof for all hours worked in addition to their determined rate of pay.
ARTICLE 4 – VACATION

Vacations shall be granted on a seniority basis. An employee who has worked one (1) continuous year of service shall receive two (2) weeks of vacation (ten (10) days) with pay. An employee who has completed five (5) years of continuous service shall receive three (3) weeks of vacation (fifteen (15) days) with pay. An employee has completed ten (10) years of service shall receive four (4) weeks’ vacation (twenty (20) days) with pay. An employee who has completed twenty years of service shall receive five (5) weeks’ vacation (twenty-five (25) days) with pay. Part-time employees will be prorated on the average number of hours worked.

Employees shall be able to carry over unused vacation from one (1) year to the next. Employees who voluntarily quit or are discharged for cause shall receive earned vacation pay according to the allowed vacation schedule above.

ARTICLE 5 – HOLIDAYS

The Employer shall recognize the following holidays; New Year’s Eve Day, New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day, as paid holidays. An employee who does not work on the holiday will be paid for the holiday at eight (8) hours at their regular rate of pay for full-time. Part-time employees shall be pro-rated at the normal number of hours worked with a minimum of two (2) hours at regular rate of pay.

If an employee is required to work the following holidays: New Year’s Eve Day, New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, or Christmas Day, the employee shall receive two (2) times their regular hourly rate of pay, plus their paid holiday.

ARTICLE 6 – LEAVES OF ABSENCE

Section 1. Parenting Leave. Parenting leave shall be granted in accordance with applicable federal and state laws.
Section 2. Military Leave. Employees shall be granted a leave in compliance with the provisions required by law.

Section 3. Union Business. Employees shall be granted a leave if representing the Union on business.

Section 4. Medical Leave. Employee shall be granted medical leave with written documentation from a physician stating such reason for the leave. The duration of the leave shall not exceed fifteen (15) months. The employee shall furnish the Employer a release from the physician to return to work.

Section 5. F.M.L.A. Leave. Employees shall be granted leaves under the Family Medical Leave Act.

Section 6. General Leaves. Employees shall be granted a leave for personal or other reasons with the approval of the Employer, to a maximum of twelve (12) months. The Employer shall use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

Section 7. Other Leaves. Employees shall be granted a leave in accordance with any statutes or law.

Section 8. Funeral Leave. In the event of a death in the employees family, spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, shall be allowed funeral pay for the day preceding, the day of, and the day following the funeral, provided they are scheduled to work these days. Employees are expected to notify their supervisor immediately when this time is in need.

In the event of the death of any family member not included in the above definition of family, employees may, at the discretion of the Employer, be given time off with pay to attend the funeral.

Section 9. General. Upon return to work from a leave of absence, the employee will be restored to the job previously held, or to a job comparable with regard to work and rate of pay.
Employees on leave:

A. Shall be provided with health and welfare coverage, if they are covered under the Employer at the time that the leave is started.
B. Shall not lose their seniority and kept whole in all aspects.

Section 10. Jury Duty. In the event an employee is called to jury duty, the employee shall notify his/her supervisor. An employee actually serving jury duty shall be paid the difference between amounts received by the employee from the judicial authority and the straight time regular rate of pay the employee would have earned. If the employee is released from jury duty, he/she shall promptly call the Employer and if requested, report for work.

Section 11. Sick Leave. Full time employees with three (3) months or more of continuous service and part-time employees are eligible for paid sick leave. Employees accrue sick leave at the rate of one (1) sick leave day (8 hours) for every 173.3 credited hours.

ARTICLE 7 – VACANCIES

Section 1. Vacancies. When a position covered by this agreement becomes vacant, the Employer shall post the vacant position on the employee bulletin board for a period of five (5) days, and provide a copy to the Union Steward.

Section 2. Application Within The Bargaining Unit. An employee interested in the vacant position, must apply in writing to the Employer within the five (5) day posting period.

Section 3. Awarding. The vacant position will be given to the most senior qualified candidate as determined by the Employer.
ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. Any dispute or controversy as to the application or interpretation of any provision of this contract shall be settled under the following procedure:

Subd. 1. The aggrieved employee and/or Union representative shall within ten (10) days informally meet with the employee's immediate supervisor and discuss the grievance and attempt to resolve it. The supervisor shall within ten (10) days thereafter submit their written answer to the aggrieved employee.

Subd. 2. If the grievance is not resolved at the time of the step 1 informal discussion, it shall be reduced to writing and submitted to the President of the Building Association. The written grievance must be submitted within ten (10) days of the written response to step 1. Step 2, the Union and the aggrieved employee and the President of the Building Association shall meet and confer within ten (10) days, the President of the Building Association shall within ten (10) days thereafter give their written response to the Union.

Subd. 3. If the grievance is not resolved at this time, the Union shall respond to the President of the Building Association within ten (10) days of the written response to move the grievance to step 3. Step 3 shall be a meeting with the Building Board. Upon meeting with the Board they will give a written response to the Union within ten (10) days.

Subd. 4. Should the Union or the aggrieved employee decide the reply to step unsatisfactory, the Union within ten (10) days requests to move it to grievance mediation with the Bureau of Mediation Services. This step is optional and must be agreed upon by both parties. The opinion of the mediator will not be binding on either party. If this step is not requested, the Union shall within twenty (20) days thereafter the receipt of the response from the Director of Human Resources, appeal such decision to arbitration.

Subd. 5. Should the Union or the aggrieved employee decide the reply is unsatisfactory, it may within twenty (20) days after the receipt of
such disposition from the Administrator, or the results of the optional mediation, appeal such decision to arbitration. If any matter is appealed to arbitration as above provided, a request shall be submitted to the Federal Mediation and Conciliation Services for a panel of five (5) neutral arbitrators. Upon receipt of the panel the parties shall alternately strike four (4) names. The first strike shall be the Employer, the last name remaining shall be the arbitrator.

The arbitrator shall not add to, subtract from, or vary the terms of this Agreement. All decisions must be rendered in accordance with the language of this Agreement or written interpretations pertaining thereto signed by the parties to this Agreement or their representatives.

The decision of the arbitrator shall be final and binding on the Union and the Employer, and any employee affected in any grievance so settled, there shall be no appeal of the arbitrator’s decision by any party to any court, except on grounds specified by statute.

The neutral arbitrator’s fees and expense, together with the cost of any hearing room, shall be borne equally by the parties. All other cost and expenses shall be borne by the party incurring them.

Section 2. Whether the grievant be the Employer, the Union, or an employee, if the appropriate responding party does not answer a grievance within the time set forth in this Article, then unless the time lines have been extended in writhing by both parties, the grievant shall prevail, and the matter shall be implemented as if the grievance had been allowed. Refusal of either party to submit to or appear at a grievance conferences at any stage shall result in loss of the grievance by default of the party so absent.

ARTICLE 9 – INSURANCE

Section 1. Health Insurance. Employees working twenty-eight (28) hours or more per week shall receive health insurance (medical/hospitalization) paid by the Employer. For the purposes of benefits, twenty-eight (28) hours per week shall be considered full time. Employees may choose single or family coverage.
The Employer shall notify the International Union of Operating Engineers, Local No. 70 to process all paperwork required for the Health and Welfare plan for the employee through the Local 877/70 Health and Welfare Fund and Trust.

Single coverage shall be paid in full by the employer. If an employee elects to have family coverage, the employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the difference between the single and family premiums.

Section 2. Life Insurance. The Employer shall provide Life Insurance for each employee. The policy shall be a fifty thousand dollar ($50,000) term policy and paid for by the Employer. The employee will have the option to continue the policy at their own expense upon their termination of employment.

**ARTICLE 10 – MISCELLANEOUS**

Section 1. Bulletin Boards. The Employer will provide access to a bulletin board in the Maintenance Shop for the posting of meeting notices and similar Union materials.

Section 2. Maintenance of Standards. All conditions now in effect which are more in favor to the present employees than is established by this agreement shall be maintained.

Section 3. Work Assigned. The work performed at currently assigned facilities or at facilities assigned by the Employer in the future, shall be given only to members of the Union.

Section 4. Licensure. As a requirement of the job, the employee must maintain the required licensure and the Employer will pay the annual renewal fees.
ARTICLE 11 – PENSION

Section 1. The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the following amount each hour paid in the preceding month for all employees covered by this agreement:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2020</td>
<td>$8.35 per hour</td>
</tr>
<tr>
<td>January 1, 2021</td>
<td>$8.85 per hour</td>
</tr>
<tr>
<td>January 1, 2022</td>
<td>$9.35 per hour</td>
</tr>
</tbody>
</table>

Section 2. The Employer agrees to be bound by this Agreement and Declaration of Trust entered into as of January 1, 2003 establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by amendments to said Trust Agreement communicated to it.

Section 3. The Employer designates as their Employer representative of said fund trustees as they are now named in said Agreement and Declaration of Trust, together with their successors selected in the manner provided in said trust agreement as the document now exists or may be amended from time to time.

ARTICLE 12 – SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any term or provision of this agreement is determined by a court or administrative body of competent jurisdiction to be in conflict with any federal, state or local law, unenforceability shall not impair or affect any other term or provision of this agreement.

ARTICLE 13 – TOOLS AND UNIFORMS

Section 1. In the event the Employer does not have the individual tool that is needed to perform the task that is required by the Employer the employee may with prior approval bring in their personal tools to be able to complete such tasks. If an employee uses their own tools and the tools are damaged or stolen on the job, the Employer shall repair or replace such tool.
If an employee uses their own lawnmower or snow blower, the employee shall be compensated two (2) hours of extra pay for each occurrence.

Section 2. The Employer mandates they shall provide uniforms for each employee at no expense to the employee. The Employer will pay each employee a weekly stipend for the laundering of such uniforms.

ARTICLE 14 – SUCCESSORSHIP

Section 1. The Employer and the Union agree that this labor agreement shall be binding and be enforceable not only with the Employer, but also with respect to the Employer's successors, transferees, purchasers, and assignees. The Employer further agrees to give notice of this Article to any prospective purchaser, transferee, successor, or assignee and simultaneously give notice thereof to the Union not less than thirty (30) days before any documents relating to the above mentioned transaction by the Employer.

Section 2. Any violation of this Article, at the option of the Union, may be resolved through the Grievance Arbitration provision or through legal action in State or Federal court.

ARTICLE 15 – EDUCATION

It is in the interest of the Employer to encourage participation by employees in educational programs which are designed to increase their knowledge and skill in the performance of duties related to their current or anticipated future positions with the Employer. With such participation and learning experiences, employees progress toward higher achievement in job performance and individual growth. General guidelines are the following:

1. Any education or training required by the Employer will be paid for by the Employer;

2. Any loss time incurred by an employee covered by this agreement while participating in approved education and or training will be compensated according to the Fair Labor Standards Act.
3. The class or training is to have reasonable relation to the employees present position or to maintain present certifications, anticipated future needs of the position, or an anticipated future position with the Employer;

4. The employee must obtain prior approval from the Employer in writing before the start of class or training for reimbursement;

5. Satisfactory completion of the course is required; with verification of course completion must be furnished to the Employer for reimbursement.

6. In the event an employee has a need to obtain the funds for the class or training in advance, the Employer would comply with the employee, understanding that the employee has to successfully complete the class or training and produce verification of such or reimburse the Employer the full amount;

7. The Employer will make every reasonable effort to accommodate an employee's schedule when needed to attend a class or training.

**ARTICLE 16 – DISCIPLINE AND DISCHARGE**

*Section 1.* The Employer and the Union agree to the principles of just cause discipline. The Employer will not discharge any employee without just cause. An appeal of a discharge must be filed within seven (7) days by written notice to the Employer and the Union. Should this appeal prove that an injustice has been done to an employee, he or she shall be reinstated and compensated at the employee's regular rate of pay while the employee has been out of work. In the event the parties are unable amicably to settle such dispute, further appeal may be taken to arbitration as provided in this Agreement.

**ARTICLE 17 – PROBATIONARY PERIOD OF EMPLOYMENT**

*Section 1.* All new employees and those rehired after a termination shall be probationary for the first ninety (90) calendar days of employment. During such probationary period of employment, employees may be terminated at
the sole discretion of the Employer and shall have no recourse to the grievance or arbitration procedures contained in this Agreement regarding such termination. The probationary period of an employee may be extended by management for an additional thirty (30) days, upon written notice to the employee, and with the consent of the Union.

ARTICLE 18 – WAGES

Section 1. For the purposes of this Agreement, there shall be two (2) classifications as follows: Maintenance and Lead Maintenance. The classification of Lead shall receive one dollar ($1.00) above the top Maintenance rate.

<table>
<thead>
<tr>
<th>Maintenance Engineer</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
<th>1/1/2022</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$18.55</td>
<td>$18.80</td>
</tr>
<tr>
<td>30 days</td>
<td>$19.30</td>
<td>$19.55</td>
<td>$19.80</td>
</tr>
<tr>
<td>60 days</td>
<td>$20.30</td>
<td>$20.55</td>
<td>$20.80</td>
</tr>
</tbody>
</table>

Section 2. Pay Days. Employees shall be paid every other Friday (bi-weekly). If payday is a holiday the employee shall be paid on the Thursday before such Holiday.

ARTICLE 19 – SENIORITY

Section 1. Definition. For the purpose of this agreement seniority shall be defined as bargaining unit seniority, which shall be total length of service from the most recent date of hire in the bargaining unit regardless of any changes in classifications covered by this contract.

Upon successful completion of the probation period the employee shall be placed on the seniority list dating back to the date of hire.

Section 2. Application of Seniority. Bargaining unit seniority shall apply to all applications where seniority is used, including filling of vacancies, lay-off, recall from lay-off, vacations, and holidays.
Section 3. Any employees who are absent due to injuries, sickness or personal illness, shall retain full seniority rights to work in their former job classification for a period of time equaling employees length of service with the Employer, not to exceed, however twenty-four (24) months of continuous absence. In the event of a lay-off the employee will retain seniority for twenty-four (24) months.

Section 4. Termination of Seniority. An employee's seniority shall terminate for any of the following reasons:

A. Voluntary quit or retirement;
B. Discharge for cause;
C. Failure to return to work following recall;
D. Lay-off in accordance with the stated language;
E. Failure to return to work after an authorized leave of absence;
F. Accepting a position outside the bargaining unit;
G. Failure to report to work without calling in five (5) consecutive days. However if the employee can thereafter furnish the Employer with reasonable proof of illness, unforeseen emergency, or other justifiable reason why the employee could not report for work as scheduled and could not give timely notice to the Employer, the employee shall be reinstated without a break in the employees service record.

ARTICLE 20 – DURATION

Section 1. This Agreement shall take effect on January 1, 2020, and continue in full force through December 31, 2022, and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party at least sixty (60) days prior to the annual expiration date.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Duluth Labor Temple
Association

International Union of Operating
Engineers, Local No. 70

President

David Monsour, Business Manager

Vice President

Michael Dowdle, President

Recording Secretary

Linda Powers, Recording Secretary

Treasurer

John Hane, Business Representative

John Dzikonski, Union Steward

2/10/2020
Date:

1/10/2020
Date:

JH/jcb/opeiu#12
Contracts/Duluth Labor Temple