AGREEMENT

between

MACALESTER COLLEGE

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

ENGINEERS UNIT

June 1, 2018 through May 31, 2021
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THIS AGREEMENT, is made by and between MACALESTER COLLEGE, St. Paul, Minnesota, hereinafter referred to as the "Employer" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO, St. Paul, Minnesota, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

Section 1. The Union is recognized as the sole collective bargaining agent of the employees in the classifications hereinafter enumerated in Article 5 of this Agreement.

Section 2. In order to assure the securing of the mutual benefits intended to be derived by the parties hereto under these Articles of Agreement, the Employer agrees: All those engaged in the operation and maintenance of steam engines, steam boilers, refrigerating machines, electrical engines, or any machine that may displace the steam engine, irrespective of its motive power, shall be covered by this Agreement.

Section 3. Engineers shall keep the machinery under their charge in good running order and perform such other duties as have been normally part of this occupation in the plant of the Employer except those repairs, which could not properly be expected to be made by an engineer.

ARTICLE 2 – UNION SHOP AND CHECK-OFF

Section 1. Union Membership. All persons now employed or hereinafter employed by the College 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. Dues Check off. The College agrees to deduct monthly Union dues from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the College with written authorization agreeing that such deductions may be made. Deductions shall be made by the College during the first pay period of each calendar month and transmitted to the Union together with a list of names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Section 3. Within thirty (30) days after an employee covered by this Agreement has been hired, the College shall mail to the Union written notice thereof, stating the employee’s name, address, work classification and date of hiring.

ARTICLE 3 – UNION VISITATION

The properly authorized business representatives of the Union shall be permitted to visit the College premises during working hours to investigate matters covered by this Agreement after first advising the Director of Employment Services of the College of the need for said visit and receiving permission from the Director of Employment Services. If permission is refused by the Director of Employment Services, a reasonable explanation will be given for the refusal.

ARTICLE 4 – NON-DISCRIMINATION

Employees covered by this Agreement shall not be discriminated against or discharged for giving information regarding alleged violations of this Agreement.
ARTICLE 5 – WAGES

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective 6/1/2018</th>
<th>Effective 6/1/2019</th>
<th>Effective 6/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Engineer I</td>
<td>$37.26</td>
<td>$38.25</td>
<td>$39.26</td>
</tr>
<tr>
<td>Maintenance Engineer II</td>
<td>$39.88</td>
<td>$40.87</td>
<td>$41.88</td>
</tr>
<tr>
<td>Maintenance Engineer III</td>
<td>$45.08</td>
<td>$46.07</td>
<td>$47.08</td>
</tr>
<tr>
<td>Chief Engineer</td>
<td>$42.86</td>
<td>$43.85</td>
<td>$44.86</td>
</tr>
<tr>
<td>Assistant Chief Engineer</td>
<td>$40.36</td>
<td>$41.35</td>
<td>$42.36</td>
</tr>
<tr>
<td>Operating Engineer / Maintenance Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rotating Shift</td>
<td>$37.70</td>
<td>$38.69</td>
<td>$39.70</td>
</tr>
<tr>
<td>First Shift</td>
<td>$36.86</td>
<td>$37.85</td>
<td>$38.86</td>
</tr>
<tr>
<td>Second Shift</td>
<td>$37.51</td>
<td>$38.50</td>
<td>$39.51</td>
</tr>
<tr>
<td>Third Shift</td>
<td>$37.92</td>
<td>$38.91</td>
<td>$39.92</td>
</tr>
</tbody>
</table>

Management reserves the sole right to adjust an individual employee’s pay above the minimum rate for their assigned job classification. Whether any wage adjustment is granted, and to what amount an adjustment is granted, will be at the sole discretion of management.

Section 2a. At management’s sole discretion, individual employees may be compensated at the Maintenance Engineer III classification rate. There will be a maximum of 1 employee compensated at the Maintenance Engineer III rate in any trade classification i.e., Master Electrician, Master Plumber, Controls Specialist, etc.

The rate of pay for the Assistant Chief Engineer shall be $2.50 below the Chief Engineer’s contracted rate of pay.

Section 2b. Macalester College employees who are members of Local 70 and are selected to be on the Bargaining Committee shall be paid their normal hourly rate of pay.
ARTICLE 6 – HOURS

Section 1. A permanent work schedule will be posted thirty (30) days prior to a change except in case of emergency or when it is agreeable between the Employer and the Union.

Section 2. Definition of Week. The work week is defined as 12:01 AM Sunday through Saturday 12:01 AM (Midnight). The third and rotating shift week is defined as 7:01 a.m. Sunday through Sunday 7:00 a.m. Forty (40) hours shall constitute a normal work week.

Section 3. Definition of Day. The work day is defined as 12:01 AM through 12:00 AM (Midnight). The hours worked during the day, as defined, are paid at that day’s rate of pay. The third and rotating shift day is defined as 7:01 a.m. through 7:00 a.m.

The normal work day shall consist of either:

A. Four (4) consecutive days, ten (10) consecutive hours per day, exclusive of the lunch break.
B. Five (5) consecutive days, eight (8) consecutive hours per day, exclusive of the lunch break.

Section 4. Overtime and Premium Pay.

A. All time worked in excess of ten (10) hours or eight (8) hours in one day, or in excess of forty (40) scheduled hours in a work week, shall be paid at one and one-half times the employee’s regular hourly rate of pay.
B. Anytime worked on an employee’s regularly scheduled day off shall be paid at one and one-half times the employee’s regular hourly rate of pay.
C. All time worked in excess of twelve (12) hours per day shall be paid at double the employee’s hourly rate of pay.
D. For the purpose of overtime computation, the work of Sunday through Saturday now in effect, shall be maintained.
E. Time and one-half shall be paid for all time worked on the sixth (6th) consecutive day of work in the normal work week. Double time shall
be paid for all time worked on the seventh (7th) consecutive day of work in the normal work week.

Section 5. On-call After Hours Duty. If the Employer determines the need for on-call after hours duty, the following procedure will be placed in effect:

A. Scheduling. All bargaining unit employees will rotate to on-call duty assignments on a weekly basis. The Chief Engineer will be responsible for maintaining a rotating schedule, with the schedule to be posted yearly and no later than December 1st of the previous year, to take effect the first day of January of each new year. Normally, each weekly on-call period will begin each Tuesday at the end of the on-call employees regularly scheduled work shift and end the following Tuesday at the beginning of his/her regularly scheduled work shift. The Employer reserves the right to schedule additional or different on-call assignments. On-call employees may, with twenty-four hour advance notice to the Chief Engineer, and on a voluntary basis, trade on-call assignments with other qualified bargaining unit employees. The Chief Engineer may assign on-call duty where scheduled on-call employees are unavailable due to circumstances beyond their control. On a voluntary basis, bargaining unit employees may trade on-call assignments with other qualified bargaining unit employees.

B. System Failures or Events. On-call employees will not be contacted during off duty hours when routine or minor system failures or events may occur. On-call employees will be contacted for, but not necessarily limited to, specific emergencies that affect the overall security or operation of the College. On-call employees may be issued a take home pager or cell phone and an electronic device (e.g., a laptop computer) which will enable them to access the building automation system in the event an authorized representative of the Employer has notified the on-call employee of an emergency or event.

C. On-call Duty Requirements. On-call employees will be required to be available during the after-hours period that he/she is on-call
and respond to phone calls within twenty (20) minutes. On-call employees will answer and return telephone calls from and to the Employers authorized representative; remotely check the status of the involved equipment, and return to work promptly when necessary as determined by the Employers authorized representative. The on-call employee may not be under the influence of drugs or alcohol while on-call.

D. **Compensation for On-Call After Hours Duty.** Employees who are designated to be on-call for after-hours duty shall be paid per day for each day they are assigned on-call as listed below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2018</td>
<td>$38.44 per day</td>
</tr>
<tr>
<td>June 1, 2019</td>
<td>$39.40 per day</td>
</tr>
<tr>
<td>June 1, 2020</td>
<td>$40.39 per day</td>
</tr>
</tbody>
</table>

E. **Working at Home Pay.** Work time will be credited to any employee who responds to, but not limited to, any alarm, system failure, or telephone call while at home. The employee will be paid in fifteen (15) minute increments for work time, per event, at one and one half times (1 ½) the employees regular rate of pay. Any and all employees who have to respond to a call after hours, weekends, or holidays by reporting to a College property shall be paid in accordance to the terms of Article 6 – Section 6 and NEW Article 8 of this Contract.

Section 6. Any employee covered by this Agreement, who, having completed his/her regular scheduled shift, and is called back to work, shall receive a minimum of six (6) hours pay at the straight time hourly rate. (An employee called back on a holiday defined by Article 7, Sections 1 and 2, will be paid as provided by Article 8.

Section 7. **Overtime Equalization.** Insofar as is reasonable, scheduled overtime shall be distributed equally among the employees in the respective classifications covered by this Agreement on a continuous basis. An employee who turns down an opportunity to work overtime shall be charged with the amount offered in that instance for the purpose of equalizing overtime. In the event an employee covered by this Engineer agreement is required to work
more than twelve (12) hours on a shift, an arrangement for food on college property will be provided. The Employer reserves the right to assign mandatory overtime to employees.

Classifications are defined as two (2) lists, Operating Engineers and Maintenance Engineers. The Operator list will be comprised of the three (3) Shift Operators, Rotating and Chief Engineer. Maintenance Engineer list will be comprised of all other classifications in this agreement. When there is maintenance overtime not signed by maintenance personnel, the operators are eligible and will follow their overtime list.

Section 8. Absent/Vacancy. The Employer agrees that Operating Engineers in the Engineer Unit, will be given first choice to work for an absent Operating Engineer for absences up to three (3) days, except:

When the absence is planned and will be over three (3) days such as, but not limited to, vacation or a planned medical leave.

When no Operating Engineers are available or want to work the absent Operator's hours.

If either of the two above conditions are met, the Employer may use qualified Maintenance Engineers and then Operators outside of the bargaining unit.

In the event of a vacant Operating Engineer position, the Operating Engineers will be given first choice to work the scheduled first three (3) days of the vacant shift, after which time the College may call qualified Maintenance Engineers and then Operators outside of the bargaining unit.

Section 9. Chief Engineer. The Chief Engineer shall be subject to the provision of this Agreement.

On Monday, November 2, 1992 the position of Chief Engineer will become a "Union" position and was included in the current collective bargaining agreement.
It is understood and agreed that:

- The Chief Engineer position prior to November 2, 1992 had been non-union, exempt position;

- The change in the job description and the inclusion of the Chief Engineer position in the collective bargaining unit is the result of the creation of the non-union, exempt position of Mechanical Systems Manager;

- The Chief Engineer will be paid a differential equal to at least fifteen percent (15%) more than the first shift Operating/Maintenance Engineer.

- The College reserves the right to remove the position of Chief Engineer from the collective bargaining agreement at any time in the future if the position returns to the non-union, exempt classification;

- In the event the position of Chief Engineer is removed from the collective bargaining agreement, and the employee occupying the position decides to remain in the collective bargaining unit, the seniority article in the contract current at that time will be effective.

When, during an absence of Management and the Chief Engineer, Management will designate an employee to assume the Chief Engineer's duties as Acting Chief Engineer. Such Acting Chief Engineer shall receive a premium of fifty cents ($0.50) per hour for the time worked as the Acting Chief Engineer.

Section 10. Assistant Chief Engineer. The Assistant Chief Engineer shall be subject to the provision of this Agreement.

- The Employer will determine the contents of the job description and will in its sole discretion determine the qualifications for the Assistant Chief Engineer, and may modify those qualifications from time to time.
• The Employer will in its sole discretion award the position of Assistant Chief Engineer, based on the qualifications established by the Employer, and placement in the position will not be governed by seniority.

• The Employer reserves the right to eliminate the position of Assistant Chief Engineer from the collective bargaining agreement and from the bargaining unit at any time in the future, within the Employer’s sole discretion.

• In the event the position of Assistant Chief Engineer is eliminated from the collective bargaining unit, and the employee occupying the classification decides to remain in the bargaining unit, the seniority Article in the Collective Bargaining Agreement at that time will control the placement of the employee, except in the case of the employee being dismissed for cause.

Section 11. There are one hundred sixty-eight (168) hours in a calendar week, and to assure continuous operation of the plant during those seasons of the year when continuous operations are deemed necessary by the Employer or required by statute, a Relief Operating Engineer may be employed one or more shifts or days during any calendar week. The Relief Operating Engineers employed shall be competent to perform the duties of an Operating Engineer. All Operating and Relief Engineers shall carry a Minnesota State First Class Engineers License.

Section 12. The regular Operating Engineers employed on a full-time basis shall be provided the first opportunity to work the regularly scheduled forty (40) hour week, and the employment of a Relief Operating Engineer on a part-time basis shall not be for the purpose of depriving a regular Engineer of the opportunity of obtaining forty (40) hours employment in any one (1) calendar week.

ARTICLE 7 – PROBATIONARY PERIOD

All new employees or those rehired after a termination (not a lay-off or leave of absence) shall be probationary for the first six (6) months of actual employment. During the probationary period the employee may be
discharged with or without just cause, at the sole discretion of the Employer. Upon completion of the probationary period, the employee will be placed on the seniority list as the first date of hire.

ARTICLE 8 – HOLIDAYS

Section 1. An employee covered by this Agreement is entitled to the following paid Holidays: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 2. An employee covered by this Agreement and actually working on a holiday listed in Section 1 shall be paid for time worked at a total rate of two and one half (2-1/2) times his/her normal hourly rate (regular pay, plus time and one-half (1 ½) pay for the hours actually worked). Any employee actually working on New Year’s Day, Easter Sunday, Thanksgiving Day, Christmas Eve Day and Christmas Day or any non-related College event (defined as, events covered will be those where a third party is leasing Macalester Facilities and staff labor. College sponsored events are not covered) shall be paid for time worked at a total rate of three (3) times his/her regular hourly rate (regular pay, plus double time pay for the hours worked). No other premiums shall apply.

Section 3. Maintenance Engineers shall observe those holidays listed in Section 1 and the following: Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

Section 4. Holidays will be defined as eight (8) hours per day.

Section 5. Effective January 1, 2011, Good Friday has been eliminated from Article 8, Section 1. By agreement of the parties, a floating holiday, eight (8) hours, has been substituted for use on or after January 2, 2011.
ARTICLE 9 – VACATIONS

Section 1. All employees regularly employed at 0.5 full-time equivalent (FTE) or above covered by this Agreement are eligible to accrue vacation time and are encouraged to use their accumulated vacation time. Employees will request their vacation time in writing, on the forms provided, with as much advance notice as possible. Vacation time must be approved in advance by the Supervisor and may be subject to seniority when there are competing requests. Utilization of vacation time is available after six (6) months of employment.

After an employee’s schedule has been approved, it may be changed only upon the mutual consent of the Employer and the employee.

Section 2. Vacation hours shall accrue and be credited each pay period based on the hours paid during the pay period. Changes in accrual will begin in the first month following the completion of the last year per accrual level. Vacation rates of accrual will be as follows:

<table>
<thead>
<tr>
<th>Years Completed</th>
<th>Maximum Accrual per Pay Period</th>
<th>Annual Hours Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 4.99</td>
<td>4.00</td>
<td>104</td>
</tr>
<tr>
<td>5 to 9.99</td>
<td>4.93</td>
<td>128</td>
</tr>
<tr>
<td>10 to 14.99</td>
<td>6.47</td>
<td>168</td>
</tr>
<tr>
<td>15 to 19.99</td>
<td>7.39</td>
<td>192</td>
</tr>
<tr>
<td>20+</td>
<td>8.00</td>
<td>208</td>
</tr>
</tbody>
</table>

Accrual per pay period is based on 40 hours paid per pay period.

Section 3. Employees may accumulate and maintain a maximum of two (2) years equivalent of vacation time based upon years of service and FTE. Upon termination, employees shall be paid accrued vacation time up to the equivalent of one (1) year worth of accrued vacation time if available. Vacation time payout is prorated based upon the employee FTE at the time of termination.

Section 4. The Employer will provide, after one (1) year of employment, a death benefit equal to any unused accrued vacation time as of the date of death.
Section 5. Employees, who terminate employment with less than six (6) months of employment, are not eligible for a vacation time payout of any accrued and unused vacation time.

Section 6. An employee covered by this Agreement who is regularly employed at less than 0.5 FTE will not receive a vacation accumulation.

ARTICLE 10 -SICK TIME

Section 1. All employees regularly employed at 0.5 full-time equivalent (FTE) or above covered by this Agreement are eligible to accrue sick time. Sick time is accrued based on hours paid per pay period. Sick time will accrue at a rate of 3.7 hours per pay period, assuming 80 hours paid per period. Sick time accrual is prorated per FTE for employees working less than full-time. Unused sick time will not be paid out at termination. If deemed necessary, employees may be asked to provide satisfactory proof of an illness or injury that prevents the employee from working. Taking sick time without sufficient sick time hours may be grounds for disciplinary action.

Guidelines for an extended medical leave of absence and utilization of sick time during this leave will fall under the Family Medical Leave Act (FMLA) and Article 26 of this contract.

Section 2. In the event of an approved medical leave due to job-related illness or injury, the employee's position will be kept open for the return of the employee for at least one (1) year. Any position which is kept open for a period longer than one (1) year will not be recognized as a precedent. In the event of a non-job related injury (specifically excluding non-job related illnesses), the employee's position will be kept open for the return of the employee for at least six (6) months. "Kept open," in the context of this Section 2, means that an employee will be allowed to return to the job held prior to the commencement of the leave. The Employer's obligation to hold open the employee's position is fully satisfied and terminates when the employee first returns to work in his or her prior position (at the same level of pay, classification, and seniority) in any capacity, whether on restricted or unrestricted duty and whether full or part-time. Upon the employee's first return to work following the non-work related injury, if the employee is later
required to leave work due to the original injury, supported by medical evidence satisfactory to the College, a new six (6) months period is triggered. During the first six (6) months following the non-job related injury, the Employer may hire a temporary employee with the following stipulation: during the first six (6) months, the temporary employee will not be a member of the bargaining unit and will be treated under Article 30 of this Agreement.

Section 3. Use of accrued sick time for the care of a dependent will follow the guidelines provided by the Family Medical Leave Act (FMLA) and Macalester policy.

Section 4. An employee injured on the job during the work day will be paid for his/her remaining regularly scheduled shift without his/her sick time being charged for that day. An Injury/Incident Report Form must be completed by the employee and returned within twenty-four (24) hours of the incident. The Employer reserves the right to request satisfactory medical evidence to support the report of injury. If the employee is eventually reimbursed for the first three (3) days of injury under the Employer's worker's compensation program, the employee will reimburse the College for the first day by payroll deduction.

Section 5. Sick Time Donation Policy. An employee may donate sick time hours to another employee who is on an approved Family Medical Leave (FMLA) partial or full leave of absence. The FMLA must be a formal designation through Employment Services. Sick Time donations will work as follows:

1. The receiving employee must have exhausted their current time off balances and be on a FMLA leave of absence.
2. The maximum sick time an employee may receive is equivalent to three weeks based upon their FTE at the time their leave of absence was established. Additionally, the employee may only receive this maximum donation once per FMLA designation.
3. Donated sick time may not be used to supplement disability or worker's compensation benefits. At no time would a recipient receive more pay than they would have earned in a normal pay period.

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4. The donating employee must have at least 77.5 sick time hours in their available sick time balance prior to making a donation. Donations must be in full day increments (i.e. 7.75 hours for Staff and 8 hours for bargaining unit members).

5. The maximum sick time hours an employee may donate to an individual is the equivalent of three days, per FMLA designation. However, donations can not result in the donors balance falling below 77.5 hours.

To donate, an employee must fill out the Macalester College Sick Time Donation Request Form. Completed forms must be submitted to Employment Services for processing. Employment Services will notify employee who receive time.

ARTICLE 11 – GROUP HEALTH INSURANCE

Section 1. Bargaining unit employees will have the same access to the College’s Health Plan as non-bargaining unit employees.

Section 2. Availability. The College will make available to all employees and their dependents (as defined by the carrier) health insurance.

Section 3. Notification. The Union will be notified in advance of any anticipated change in insurance carriers, rates or coverage under the group plan.

ARTICLE 12 – LONG TERM DISABILITY INSURANCE

All employees covered by this Agreement will participate in a long term disability insurance program provided by the Employer; the Employer will pay the premium cost. The amount of insurance will be 66-2/3% (benefit percentage) of the basis monthly earnings not to exceed a maximum monthly benefit of $10,000 less other income benefits.
ARTICLE 13 – GROUP LIFE INSURANCE

All employees covered by this Agreement will participate in a life insurance policy equal to 100% of an employee's annual salary rounded to the next highest $1,000 increment. The Employer will pay the premium cost.

ARTICLE 14 – PENSION

Section 1. The Employer will contribute into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, Lock Box 2802, Washington DC, 20001, per hour for each hour paid to an employee up to forty (40) hours per week, the following rates:

- Effective June 1, 2018: $4.81
- Effective June 1, 2019: $4.82
- Effective June 1, 2020: $4.84

Section 2. The Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to said Trust Agreement communicated to it.

ARTICLE 15 – TAX DEFERRED ANNUITY/TAX DEFERRED INVESTMENT

All employees covered by this Agreement are eligible to participate in the College's Tax Deferred Annuity/Investment Program. This program allows employees to invest before tax earnings (amount specified by the employee) in one of the Companies offered under the program.

ARTICLE 16 – MEDICAL REIMBURSEMENT ACCOUNT

Employees may begin participation in this program on the first day of any month following their date of hire. A full-time employee may deposit the maximum allowed by law per plan year (January 1 – December 31) and use
the money to pay for medical costs for themselves and/or their dependents. The total amount deposited by the employee will be deducted in equal installments from their scheduled paychecks.

ARTICLE 17 - DEPENDENT CARE REIMBURSEMENT ACCOUNT

Employees may begin participation in this program on the first day of any month following their date of hire. A full-time employee may deposit the maximum allowed by law into this account per plan year (January 1 – December 31). The total amount deposited by the employee will be deducted in equal installments from their scheduled paychecks over twelve (12) months, unless otherwise designated. These tax-free dollars can be used to pay for certain work related dependent care expenses.

ARTICLE 18 - PARENTAL LEAVE

In accordance with the federal Family Medical Leave Act (FMLA) and the Minnesota Parenting Leave Law, employees covered by this Agreement, who have been employed for at least twelve (12) consecutive months, and who have worked at least 1,000 hours during the prior twelve month period, shall have available up to twelve (12) weeks of unpaid leave after the birth or adoption of a child, or the child leaves the hospital, if the child stays longer than the mother. The Employer will continue to pay health insurance premiums for these eligible employees. Contact the Employment Services Department for complete copies for the FMLA and MN Parenting Law policies.

ARTICLE 19 - SCHOOL CONFERENCE/CLASSROOM ACTIVITIES

Employees who work an average of twenty (20) hours per week will be eligible for up to sixteen (16) hours of unpaid leave during any school year to attend school conferences or classroom activities related to the employee’s child if the conference or classroom activity cannot be scheduled during non-work hours. Employees are required to provide reasonable prior notice of leave, if it is foreseeable, and they must make an effort to schedule the leave so as not to disrupt unduly the operations of their department. Employees may
use accrued, paid vacation leave for any part of this leave, at their discretion.

ARTICLE 20 – FACULTY AND STAFF DONATED PAY POLICY

Section 1. An employee may donate regular pay to another employee who is on a partial or full leave of absence due to a documented “serious health condition” of the employee’s or the employee’s spouse/registered domestic partner, child or parent. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a healthcare provider.

Section 2. The employee donating the time would actually work the donated hours without pay and would not receive the retirement benefits associate with this pay. The recipient would receive compensation not to exceed the compensation normally earned during a pay period. The recipient would receive the total dollar amount for the half day or day being donated, translated into recipients’ rate of pay. For example, if the donor earns $100.00 per day and donates a day, the recipient receives the full $100.00 translated into his/her rate of pay (i.e., recipient rate of pay = $10.00 per hour, recipient receives 10 hours of pay). In addition, all of the recipient employee’s vacation leave, sick leave and compensation time must first be exhausted. For the recipients who are receiving disability or worker’s compensation benefits (which are a percentage of an employee’s salary), donated pay may not be used to supplement these benefits. At no time would a recipient receive more pay than that which would be earned in a normal pay period.

Section 3. A minimum of four (4) hours for non-exempt employees and a minimum of one (1) day for exempt employees must be donated to ease implementation. Maximum donation would be five (5) days per calendar month. An employee must complete the Macalester College Donation of Pay Authorization to donate pay to another employee. In order to receive donated pay, an employee must complete the Macalester College Application to Receive Donated Pay. Donated pay is not automatic, there must be donors available. The need for donated pay would be communicated in the Bulletin. Information regarding who is donating pay or who is in need of pay will be kept confidential, if requested.
ARTICLE 21 – BONE MARROW DONOR LEAVE

Employees who work an average of at least twenty (20) hours per week are eligible for up to forty (40) hours of unpaid leave to undergo a medical procedure to donate bone marrow. This leave may be taken on an intermittent basis as it is necessary. Employees will be required to provide verification by a physician of the purpose and length of the leave. This leave will not be charged against any other type of leave.

ARTICLE 22 – BEREAVEMENT LEAVE

Section 1. After ninety (90) calendar days of employment, an employee shall be entitled to leave with pay for a maximum of forty (40) consecutive scheduled work hours, per occurrence, in the event of the death of the employee’s current spouse, father, mother, son, daughter, brother, sister and registered domestic partner.

Section 2. After ninety (90) calendar days of employment, an employee shall be entitled to leave with pay for a maximum of twenty-four (24) consecutive scheduled work hours, per occurrence, in the event of the death of the employee’s father-in-law, mother-in-law, step-son, or step-daughter.

Section 3. After ninety (90) calendar days of employment, an employee shall be entitled to leave with pay for a maximum of one (1) scheduled work day, per occurrence, in the event of the death of the employee’s former spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandson, granddaughter, step-father, step-mother, uncle, aunt, niece or nephew.

Section 4. Payment of bereavement leave may be conditioned upon the employee submitting to the College’s Employment Services department satisfactory proof, as determined within the sole discretion of the Employment Services department, of the death of the deceased.

Section 5. Bereavement leave must be taken within thirty (30) days following the death of the deceased. Employees are paid at straight-time rates, with no overtime or shift differential, for any regularly scheduled hours missed during the period of the bereavement leave.
ARTICLE 23 – JURY PAY

The Employer agrees to grant full pay to any employee called to jury duty, providing the employee turns over the jury pay to the Employer. On work days when they are not actually serving on the jury, employees are expected to report for their regular work shift and employees will return to the job if the work day is not completed when they are excused.

ARTICLE 24 – ELECTION JUDGE LEAVE

An employee may take time off from work, to serve as an election judge on election day(s). Employees must provide the Employer twenty (20) days written notice and a certification from the appointing authority stating the hourly compensation that will be paid to the employee, and the hours the employee will serve as judge.

Employees may use accrued vacation, endorse check to the College, or the College will reduce the employee's salary and wages by the amount received for services received as an election judge for those hours that the employee is absent from normal work hours.

ARTICLE 25 – VOTING IN PUBLIC ELECTIONS

Every employee who is eligible to vote in an election has the right to vote. When possible, employees are encouraged to exercise this right before or after their assigned shift. However, if necessary, employees will be granted up to four (4) hours of time away from work for the purpose of voting during the day of that election. Employees are required to coordinate this time away with their Supervisor to ensure acceptable staffing levels are maintained in support of College operations.

ARTICLE 26 – LEAVE OF ABSENCE

Employees may request an unpaid leave of absence for up to six (6) months by submitting a written request to the Employer stating the requested dates of
and reason for the leave. Employee's benefits will continue through the
month in which their leave begins.

In accordance with the federal Family Medical Leave Act (FMLA), all
employees may request a leave without pay for a physical or mental health
condition subject to proper documents. Employees, who have been employed
for at least twelve (12) consecutive months, and who have worked at least
1,000 hours during the prior twelve (12) month period, are eligible to take up
to twelve (12) weeks of unpaid leave in any twelve (12) month period for a
"serious health condition". This leave can also be used to care for the spouse,
child, or parent of the eligible employee, if such an individual has a "serious
health condition". A serious health condition is defined as an illness, injury,
impairment, or physical or mental condition that involves inpatient care in a
hospital, hospice, or residential medical care facility, or continuing treatment
by a health care provider.

By choice if all accrued vacation and medical leave is used, the leave of
absence will continue without pay.

Contact the Employment Services Department for a complete copy of the
FMLA policy.

**ARTICLE 27 – JOB-RELATED TRAINING ASSISTANCE**

The College will provide financial assistance for training as follows:

- Training that is job-related.
- Training that is related to any job classification in either the
  Maintenance or Engineer Unit at Macalester College.
- Request for training and financial assistance is submitted on the
  "Application for Staff Training/Development Assistance" that are
  available from the Facilities Services office or the Employment Services
department.
- Approval in advance and in writing by the Director of Facilities Services.
- If training is denied, it will be denied in writing, with a reason provided
  by the Director of Facilities Services.
- If funds are available.
ARTICLE 28 – SENIORITY

Section 1. The principles of seniority rights, by classification, for the members of this bargaining unit will apply in the assignment of work and in the promotion of members where the qualifications are equal, except in the reduction of the work force.

Section 2. When a position is open, it will be posted so that all employees may bid. All job postings will contain specifications of the position. Positions will be posted for a minimum of three (3) working days. The Steward will receive a copy of all postings.

Section 3. In the event of a work force reduction, the employee(s) who is (are) laid off will have the right to exercise his/her seniority based on qualifications.

Section 4. An employee shall retain recall rights up to one year or one-half of the employee's service in the bargaining unit, whichever is less.

ARTICLE 29 – GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure. Should any controversy or grievance arise out of the interpretation of, or the adherence to, this Agreement, the employee or employees involved and/or the Steward shall, within ten (10) Macalester College business days, excluding holidays identified in this Agreement, of the occurrence of such controversy or grievance, first take the matter up informally with the aggrieved employee's immediate supervisor. If the grievance is not resolved, it will then be submitted in writing within ten (10) Macalester College business days, excluding holidays identified in this Agreement, to the Director of Facilities Services with copies to the supervisor and Union.

Section 2. If the grievance is not resolved with the Director of Facilities Services, it will then be submitted, in writing, within ten (10) Macalester College business days, excluding holidays identified in this Agreement, to the Director of Employment Services.
Section 3. Any controversy or grievance relative to alleged violation of this Agreement, which cannot be adjusted by Article 28, Section 2, shall be referred for final disposition to an arbitrator selected from a seven (7) person panel obtained from the Federal Mediation and Conciliation Service. Each party will strike three (3) names from the panel of seven (7), and the seventh (7th) name remaining will then become the arbitrator.

Section 4. The arbitrator shall render a decision within thirty (30) days of completion of a hearing and receiving evidence in the matter. The arbitrator shall have no authority to alter or amend any provisions of this Agreement. The decision of the arbitrator shall be final and binding on all parties to this Agreement. Any expense incurred for the services of the arbitrator shall be paid equally by the Employer and the Union.

Section 5. The grievance and arbitration procedure described herein shall not be available to those employees disciplined or discharged during their first six (6) months of employment with the Employer.

Section 6. Stewards will be excused, but not paid, for attendance at arbitration hearings involving members of this work unit. Stewards may use accrued vacation to cover the excused absence.

ARTICLE 30 – TEMPORARY EMPLOYEES

Section 1. Employees who are appointed for six (6) calendar months or less shall be classified as temporary.

Section 2. Temporary employees shall receive wages as outlined in Article 5 – Wages.

Section 3. Temporary employees shall not receive any of the employee benefits provided for in this Agreement except those legally mandated by government, and paid holidays.

Section 4. If an employee’s temporary appointment is extended three (3) months or more beyond the six (6) month temporary appointment, the following shall apply:
• the appointment will become a regular appointment on the extension date;
• all benefits except vacation leave and medical leave will be effective on the extension date;
• vacation and medical leave will be retroactive to the date of hire.

ARTICLE 31 – PICKET LINE ACTIVITY

The Union and the Employer agree that there shall be no strikes, work stoppages, slow downs, sit-downs, stay-ins, or other concerted interference with the Employer’s business or affairs, by the Union or its members, and there shall be no lockout by the Employer, during the existence of this Agreement. This shall not prohibit the Engineer Bargaining Unit from honoring a picket line by another bargaining unit of the Employer.

ARTICLE 32 – AMERICANS WITH DISABILITIES ACT

The parties agree that the Employer is obligated to comply with the Americans With Disabilities Act. The Employer is permitted to take all actions necessary under the law to comply with the Americans With Disabilities Act, including making reasonable accommodations to members of this unit.

ARTICLE 33 – MANAGEMENT RIGHTS

Except as specifically modified by this Agreement, the Employer reserves all management rights necessary to operate and direct the affairs of the College.

ARTICLE 34 – LICENSURE REIMBURSEMENT

The Employer agrees to reimburse employees for licenses that are required to accomplish the activities of the Macalester College Heating Plant operations. Typically, the Employer will reimburse for licenses that are required to perform the duties as outlined in an employee’s current job description.
The Employer will reimburse employees for the cost of the required license. Employees shall request reimbursement on the form provided by the Employer with evidence of payment.

ARTICLE 35 – HEALTH AND SAFETY

Section 1. The safety and health of employees, and students is one of the College’s greatest concerns, and the College complies with the Federal Occupational Safety and Health Act of 1970 (OSHA) and all other applicable regulations. Therefore, every supervisor and employee is expected to work in a safe manner and is responsible for working cooperatively with the Safety Committee, consisting of the Labor/Management Committee representatives. Further, supervisors and employees shall work to identify, report and eliminate unsafe conditions that can cause necessary injuries and accidents.

Section 2. Uniform and Safety Shoes. The Employer will provide an allowance of two hundred dollars ($200.00) every two (2) years for the purchase of uniform and safety attire (i.e. safety shoes and winter clothing).

ARTICLE 36 – DOMESTIC PARTNERSHIP

Macalester College’s benefit policy allows unmarried, but committed domestic partners (same and opposite sex) access to the College benefits plans. The College recognizes as committed domestic partners any two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring and who execute the Declaration of Domestic Partnership and meet the requirements therein. To be eligible for domestic partner benefits, an employee and his or her partner must sign a Declaration of Domestic Partnership. The Declaration is solely for the purpose of determining eligibility for benefits, and is available from the Employment Services Department. Employees may contact the Employment Services Department for further assistance.
ARTICLE 37 - LABOR MANAGEMENT MEETINGS

The Employer and the Union, on a regular basis, may conduct labor management meetings. In attendance at such meetings will be the Steward(s) representing classifications covered by this Agreement. The Steward(s) will receive his/her regular wage for attendance at such meetings.

ARTICLE 38 - LENGTH OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from the first (1st) day of June, 2018 to and including the thirty-first (31st) day of May 31, 2021, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change, modify, or terminate is given by either party hereto to the other party hereto, one hundred fifty (150) days prior to the annual date of expiration. By mutual agreement, the parties may open the Agreement at any time to discuss any issue relevant to this Labor Agreement.
IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Macalester College

Bob Graff, Director of Employment Services

Nathan Lief, Director of Facilities Services

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeen, Business Representative

John Larsen, Steward

6-15-18
Date:

7/10/2018
Date:

DB/jcb/opeiu#12
Contracts/Macalester Engr