AGREEMENT

between

MACALESTER COLLEGE

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

MAINTENANCE UNIT

June 1, 2018 through May 31, 2021
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THIS AGREEMENT, made and entered into this 1st day of June 2018, 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".

WITNESSETH: That in consideration of the mutual promises set forth, the parties hereto agree:

**ARTICLE 1 – RECOGNITION**

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

**ARTICLE 2 – CERTIFICATION**

Certification Notice No. 68-R251, dated August 29, 1967, Minnesota State Labor Conciliator certified that the International Union of Operating Engineer, Local No. 36 (predecessor to Local No. 70) St. Paul, Minnesota, is the exclusive representative of the employees of Macalester College (Maintenance Group), St. Paul, Minnesota, in the unit composed of:

All maintenance employees, including Grounds Person, Truck Drivers, Carpenters, Painters, Custodians, Mechanical Maintenance Person, General Maintenance Person and Athletic Equipment Caretakers.

**ARTICLE 3 – MODIFIED UNION SHOP**

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 4 – UNION VISITATION

The properly authorized business representatives of the Union shall be permitted to visit the Employer’s 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 5 - WAGES AND HOURS

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective June 1, 2018</th>
<th>Effective June 1, 2019</th>
<th>Effective June 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodians</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Shift</td>
<td>$22.17</td>
<td>$22.50</td>
<td>$22.84</td>
</tr>
<tr>
<td>Floater 1st Shift</td>
<td>$22.70</td>
<td>$23.04</td>
<td>$23.38</td>
</tr>
<tr>
<td>2nd Shift</td>
<td>$22.54</td>
<td>$22.88</td>
<td>$23.22</td>
</tr>
<tr>
<td>Floater 2nd Shift</td>
<td>$23.08</td>
<td>$23.43</td>
<td>$23.78</td>
</tr>
<tr>
<td>Part-Time 2nd Shift</td>
<td>$22.54</td>
<td>$22.88</td>
<td>$23.22</td>
</tr>
<tr>
<td>3rd Shift</td>
<td>$22.81</td>
<td>$23.15</td>
<td>$23.50</td>
</tr>
<tr>
<td>Floater 3rd Shift</td>
<td>$23.35</td>
<td>$23.70</td>
<td>$24.05</td>
</tr>
<tr>
<td>Lead Floater</td>
<td>$24.35</td>
<td>$24.70</td>
<td>$25.05</td>
</tr>
<tr>
<td>Recycler/Floater</td>
<td>$23.08</td>
<td>$23.43</td>
<td>$23.78</td>
</tr>
<tr>
<td>Grounds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grounds Person</td>
<td>$27.01</td>
<td>$27.41</td>
<td>$27.82</td>
</tr>
<tr>
<td>Mechanical Maintenance Grounds Person</td>
<td>$28.16</td>
<td>$28.58</td>
<td>$29.01</td>
</tr>
<tr>
<td>Trades</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter / Foreman</td>
<td>$39.05</td>
<td>$39.63</td>
<td>$40.23</td>
</tr>
<tr>
<td>Carpenter II</td>
<td>$32.93</td>
<td>$33.42</td>
<td>$33.92</td>
</tr>
<tr>
<td>Painter</td>
<td>$32.62</td>
<td>$33.11</td>
<td>$33.61</td>
</tr>
</tbody>
</table>

Employees hired after June 1, 2018, shall receive the following custodial training wage:

A. 0 – 6 months (Probationary Period) $17.00 per hour.
B. 6 – 12 months (upon successful completion of Probation Period) $19.00 per hour.
C. After 12 months, 1 year from date of hire, pay shall be in accordance with the above wage table.
Section 2. 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.

Section 3. Definition of Day/Week. 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 work week is defined as 12:01 AM Sunday through Saturday 12:00 AM (Midnight).

Section 4. Custodians. Eight (8) consecutive hours exclusive of the lunch periods will constitute a regular work day and five (5) consecutive days of eight (8) hours will constitute a regular work week. The lunch period shall be thirty (30) minutes in length. The work week will consist of five (5) consecutive days. Scheduled days off shall be consecutive.

Section 5. Lead Float Position (Custodial).
   A. This will be a permanent assignment like the Carpenter Foreman.
   B. No more than 2 employees will be designated as Lead Floats.
   C. To be eligible for Lead Float, employees must have 1 full year of service in with the College and no active discipline in their employee files within 1 year.
   D. Lead floats shall receive $1.00 per hour above the highest custodial rate of pay.
   E. If an employee holding a Lead Float position decides that they no longer want the position, their choices are to demote into the next available open custodial position or resign. If the employee moves to an open custodial position, it will be at the compensation rate and schedule that is open. The demotion will happen only after the open position has gone through the posting process as detailed in Article 25, Section 4.

Section 6. Trades and Grounds Employees. Trades and Grounds employees will be scheduled to work either:

   A. four (4) consecutive days, ten (10) hours per day;
   B. five (5) consecutive days, eight (8) hours per day.

When the four (4) consecutive days, ten (10) hours per day shift is worked,
ten (10) consecutive hours, exclusive of the lunch period, will constitute a normal day. When the five (5) consecutive days, eight (8) hours per day shift is worked, eight (8) consecutive hours, exclusive of the lunch period, will constitute a normal work day and forty (40) hours will constitute a normal work week.

Section 7. For all Custodians and Trades and Grounds employees scheduled to work an eight (8) hour day, all time worked in excess of eight (8) hours in one day, shall be considered overtime and paid for at one and one half (1- 1/2) times the employees regular hourly rate. For all Custodians and Trades and Grounds employees scheduled to work a ten (10) hour day, all time worked in excess of ten (10) hours in one day shall be considered overtime and paid for at one and one half (1- 1/2) times the employees regular hourly rate. All time worked in excess of forty (40) hours during the work week defined in Article 5, Section 3, shall be considered overtime and paid for at one and one half (1- 1/2) times the employee's regular hourly rate.

A. Neither vacation pay nor medical leave time shall be applied towards or be factored into the calculations to determine overtime payments.

B. Overtime shall be posted so that each employee by seniority in rotation will have the opportunity to work overtime. The Employer shall maintain records of overtime offered and worked.

C. Custodial overtime shall be posted so that each employee by seniority in rotation will have the opportunity to work overtime. The Employer shall maintain records of overtime offered and worked.

The need for, and timing of overtime will be determined by management in order to appropriately support the needs of the College. Employees who are normally scheduled to work during the hours of any posted overtime will not be eligible to sign up for the posted overtime hours. Management reserves the right to assign mandatory overtime when absolutely necessary.
D. Trades and Grounds overtime shall be posted so that each employee by seniority in rotation will have the opportunity to work overtime. Trades overtime will be posted first for bidding by Trades employees, and available to Grounds if additional employees are needed. Grounds overtime will be posted first for bidding by Grounds employees, and available to Trades if additional employees are needed. Grounds overtime for snow removal will not be posted.

E. The Employer reserves the right to assign overtime on a reverse seniority basis if sufficient qualified volunteers have not bid for the work. When such overtime work is assigned, the employee(s) shall be required to work overtime unless excused by the Employer.

F. If an employee signs and is approved an overtime posting, the employee is required to work. After overtime is approved, if an employee cancels his/her bid for the overtime, or he/she fails to work, the result will be an unexcused absence and shall be treated with corrective action.

Section 8.

A. Any employee called back to work for any other than the employee's regular shift will receive pay at the time and one-half (1-1/2) rate equivalent to not less than four (4) hours pay at the straight time rate.

B. Snow removal in building entryways remains part of the custodians normal job duties, but in the event of a snow storm and custodians are called in to assist with snow removal, custodians will be paid at the “Grounds Person” rate for that call-in time period.

Section 9. A permanent work schedule will be posted within a thirty (30) day notice of change except in case of emergency, or when it is agreeable between the Employer and the Union.

Section 10. When a Grounds Person is "on call" the employee will receive pay at the rate of two (2) hours of straight time pay for each day (24 hours) that
the employee is "on call". By definition, "on call" time is not time worked for purposes of the Fair Labor Standards Act. Typically the days for "on call" will be weekend days and holidays (as designated in this contract) between November 15 and March 15.

ARTICLE 6 – 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 7 – 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 2a. An employee covered by this Agreement and actually working Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, the day after Thanksgiving or Christmas Eve Day shall be paid for time at a total rate of two and one-half (2.5) times his/her normal hourly rate (regular pay, plus time and one-half pay for the hours actually worked) with no additional premiums.

Section 2b. Employees who work Thanksgiving Day, Christmas Day, New Year's Day or Easter Sunday shall be paid for time at a total rate of three (3) times his/her hourly rate (regular pay, plus double time pay for the hours actually worked) with no additional premiums.

Section 3. Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday. Memorial Day shall be observed on Tuesday when commencement exercises occur on Memorial Day
Section 4. Holidays will be defined as eight (8) hours per day.

Section 5. Effective January 1, 2011, one holiday has been eliminated from Article 6, Section 1. By agreement of the parties, a floater (eight (8) hours) has been added for use on or after January 2, 2011, each year.

Section 6. Holiday Pay for Part-Time Workers. Part-time workers shall receive prorated holiday pay matching their normally scheduled hours. A part-time worker normally scheduled to work an average of four (4) hours per day will receive four (4) hours of holiday pay and so on.

ARTICLE 8 – 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>3.39</td>
<td>88</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 9 – 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 19 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 employees 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 29 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. Members of Local 70 may participate in the Sick Time donation policy that governs all non-contract staff at Macalester.
ARTICLE 10 – HEALTH INSURANCE (Group Coverage)

Section 1. Availability. The College will make available to all employees and their dependents (as defined by the carrier) health insurance.

Part-time employees will pay the part-time premium rate under the College premium rate for health coverage.

Section 2. Single Coverage. The cost share of the actual health plan costs between the Employer and the employee, for single employee health coverage will not exceed a twenty percent (20%) contribution, paid by the employee with any balance paid by the Employer.

Section 3. Single Plus One Coverage. The cost share of the actual health plan costs between the Employer and the employee, for single employee plus one dependent health coverage will not exceed a thirty percent (30%) contribution, paid by the employee with any balance paid by the Employer.

Section 4. Family Coverage. The cost share of the actual health plan costs between the Employer and the employee, for family health coverage will not exceed a thirty percent (30%) contribution, paid by the employee with any balance paid by the Employer.

Section 5. Notification and Limit. The Union will be notified in advance of any anticipated change in insurance carriers, rates or coverage under the group plan.

ARTICLE 11 – LONG TERM DISABILITY INSURANCE (Group Coverage)

All employees covered by this Agreement will participate in a disability insurance program provided by the Employer; the Employer will pay the premium cost.
ARTICLE 12 – LIFE INSURANCE (Group Coverage)

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 13 – PENSION AND RETIREMENT

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: $3.43
- Effective June 1, 2019: $3.46
- Effective June 1, 2020: $3.49

ARTICLE 14 – 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 15 – 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 16 – 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 (12) 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 College will continue to pay health insurance premiums for these eligible employees. Contact the Employment Services Department for complete copies of the FMLA and MN Parenting Leave Law policies.

ARTICLE 17 – 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 18 – 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 19 – 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 paid 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 20 – LEAVE OF ABSENCE

In accordance with the federal Family Medical Leave Act (FMLA), 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. Employees on leave of absence for a period in excess of ten (10) days are not entitled to any of the benefits and privileges of this Agreement other than seniority.

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 21 – 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 (to be used within thirty (30) days), per occurrence, in the event of the death of the employee’s current spouse, father, mother, son, daughter, brother, sister, or 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, nieces or nephews.

**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 Human Resources 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 22 – 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 23 – 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. Employee 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 24 – GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure. Should any controversy or grievance arise out of the interpretation of, or the adherence to the 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 26, 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 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 of 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 excused absence.

ARTICLE 25 – BIDDING PROCEDURE

Section 1. The principles of seniority rights for the members of this Union shall apply in the assignment of work and in the promotion of members where the qualifications are equal.

Section 2. When a position is open for any non-custodial position, 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 maximum of four (4) working days. The Steward will receive a copy of all postings. If no bargaining unit member is qualified, the Employer shall be free to hire an employee for that position from outside the bargaining unit.

Section 3. During the last full week of June each year, all custodian positions within the bargaining unit shall be posted for bidding by custodian employees. Management reserves the right to make one change in the scheduled bid date due to special circumstance. The job descriptions for those custodians positions will be posted at least thirty (30) days prior to the day of bidding. Job assignments based upon the results of the bidding and the supervisor’s approval shall be effective no later than the start of the second pay period in July.
Section 4. When a custodial position is open, there shall be a total of two (2) bids for each opening. (The first bid to fill the open position and one (1) additional bid to fill vacancies created by the bidding process.) After two (2) bids, the process will be completed through the College employment process. The bidding of the two (2) positions will take place at a custodial meeting that has been announced no less than seven (7) calendar days in advance. The Steward(s) will receive copies of all job postings.

ARTICLE 26 – 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 Maintenance Bargaining Unit from honoring a picket line by another bargaining unit of the Employer.

ARTICLE 27 – PAYROLL DUES DEDUCTION

Upon receiving valid written authorization from the employee, the Employer will withhold regular monthly union dues, assessments and initiation fees, from the employee's earnings. These dues shall be remitted each month to the Financial Secretary of the International Union of Operating Engineers, Local No. 70, 2722 County Rd D East White Bear Lake, MN 55110.

ARTICLE 28 – 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 29 – 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 the 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 30 – 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 31 – HEALTH AND SAFETY

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, supervisor and employees shall work to identify, report and eliminate unsafe conditions that can cause unnecessary injuries and accidents.
ARTICLE 32 – 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 33 – 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, 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 Liet, Director of Facilities Services

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeem, Business Representative

Conrad Adelmann, Steward

Calvonso Burnett, Steward

8-28-18

Date:

3-11-18

Date:
LETTER OF AGREEMENT
Lead Grounds Crew Person

Macalester College (Maintenance Unit), hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to amend Article 5, Section 1 as the follows:

1. The Employer at its sole discretion shall determine the need for filling the Lead Grounds Crew position.

2. The Employer will determine the contents of the job description and the qualifications for the Lead Grounds Crew, and may modify those qualifications from time to time.

3. The Employer will in its sole discretion award the position of Lead Grounds Crew, based on the qualifications established by the Employer. Seniority will be considered, but not the determining factor in placement of the position.

4. The Employer reserves the right to determine the need of the Lead Grounds Crew and in the event the Employer determines it no longer needs to fill the position, the current employee shall be returned to their previous position with no loss of seniority of benefits.

5. After 90 working days, if the individual holding the Lead position needs to be removed from the role, either voluntarily or involuntarily, the ability to move to another role at Macalester will be based on both the availability of an open position and the circumstances under which the individual is leaving the Lead role.

6. The Employer may determine that the position be removed from the Union in favor of reinstating it to a Non-Union management staff position.

7. The Lead Grounds Crew shall be paid at the rate of $3.00 per hour above the contract wage for a Grounds Person per Article 5, Section 1 (Wages and Hours).
For: Macalester College
Bob Graf, Director, Employment Services

Date: 4-18-19

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager
Drew Brodeen, Business Representative
Conrad Adelmann, Steward
Calvonzo Burnett, Steward
Sandy Street, Steward

Date: ___________________