AGREEMENT

between

ORDWAY CENTER FOR THE PERFORMING ARTS
ST. PAUL, MINNESOTA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

July 1, 2019 through June 30, 2022
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AGREEMENT

THIS AGREEMENT is entered into this first day of July 2019 by and between the Ordway Center for the Performing Arts of St. Paul, Minnesota, hereinafter referred to as "Employer," and the International Union of Operating Engineers, Local Union No. 70, Minneapolis-St. Paul, Minnesota.

THIS AGREEMENT is negotiated for the purposes of establishing and perpetuating harmonious relations between the Employer and the Union, and to facilitate orderly resolution of any misunderstandings, complaints, and grievances covering wages, hours, terms, and conditions of employment. This Agreement shall be and is expressly subject to the provisions and regulations of the National Labor Relations Act for the duration of signed Agreement.

ARTICLE 1 – RECOGNITION OF UNION

Section 1. The Employer hereby recognizes the Union as the exclusive bargaining representative for all full-time, part-time, and engineer trainee Building Operating Engineers, as defined in Article 6, Section 1, employed by and at Ordway Center for the Performing Arts of St. Paul, Minnesota, during the term of this agreement.

Section 2. This agreement shall specifically exclude all management personnel, supervisors, security personnel, clerical employees, box-office employees, ushers, and other professional trades and employees.

ARTICLE 2 – PRINCIPLES OF EQUAL OPPORTUNITY

Section 1. Both parties of this Agreement recognize and promise to adhere by the principles of equal opportunity, and agree to cooperate with each other in complying with all state and federal statutes; and agree not to discriminate with regard to conditions of membership in Union, in employment by and with Employer in any manner involving age, sex, marital status, race, color, creed, national origin, physical disability, political and Union affiliation.
ARTICLE 3 – UNION REPRESENTATION

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 be come and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO or alternately 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.

ARTICLE 4 – SCOPE OF AGREEMENT

Section 1. The scope of this Agreement and the areas to which the work jurisdiction of the Union hereunder extends shall include but not limited to any and all areas of Ordway Center for the Performing Arts; and all support areas on the premises of. That any and all work in connection with the Operation and Maintenance of HVAC systems (heating, ventilation, and air-conditioning), District Energy heating/cooling systems, plumbing, pumps, motors and motor control systems, refrigeration equipment and systems, fire safety equipment and systems, and routine facility and grounds maintenance and repair. The intent of the foregoing is to confirm existing work jurisdiction and not to prevent the performance of other trades of construction work during the installation of additional structures and/or equipment, nor of the maintenance or repair thereof as heretofore normally performed.

ARTICLE 5 – CONDITIONS OF EMPLOYMENT

Section 1. Personnel engaged by the Employer to perform the work covered under this Agreement shall be considered employees of the Employer. Such personnel include the Chief Engineer, Full-time Engineers, Part-time Engineers, Full-time Engineers in training and Part-time Engineers in training as defined in Article 6, Section 1.

Section 2. In any and all situations of employment, the Employer shall be responsible for wages accruing to all personnel covered under this Agreement; and such personnel shall not accept payment, or any other gratuities in lieu of, for their services from clients of the Employer and/or of
any third parties using the facilities of the Employer without the written consent of the Employer.

**Subd. 1.** Time sheets submitted to the Employer by the Chief Engineer or the Union Steward shall not be altered without notification to the Chief Engineer or the Union Steward.

**Subd. 2.** Payroll checks for all personnel covered under this Agreement will be issued and made available in accordance with the Employer’s regular payroll program, which for the duration of this Agreement shall be on a regular bi-weekly schedule.

**ARTICLE 6 – PROBATION**

A new employee engaged by the Employer in any of the five (5) Job Classifications will have a probationary period in the first ninety (90) calendar days of employment.

During this probationary period the employee may be discharged/terminated with or without just cause.

**ARTICLE 7 – JOB CLASSIFICATIONS AND DEFINITIONS**

**Section 1.** Throughout the remainder of this agreement all references to Operating Engineers shall be defined by this article. Personnel engaged as Operating Engineers by the Employer shall consist of five classifications:

1) **A Full-Time Chief Engineer:**
   The full-time Chief Engineer shall be guaranteed a minimum of forty (40) hours of employment every service week from fifty-two (52) weeks of guaranteed employment per calendar year. Hours credited towards the forty (40) hour minimum shall include holiday and/or benefit leave time hours.

2) **A Full-Time 40 hour per week Engineer:**
   The full-time Engineer and the full-time 40 hour per week Engineer shall be guaranteed a minimum of forty (40) hours of employment
every service week for fifty two (52) weeks of guaranteed employment per calendar year. Hours credited towards the forty (40) hour minimum shall include holiday and/or benefit leave time hours.

3) A Full-Time 30 hour per week Engineer:
The full-time 30 hour per week Engineer(s) shall be guaranteed a minimum of thirty (30) hours of employment every service week for fifty two (52) weeks of guaranteed employment per calendar year. Hours credited towards the thirty hour (30) minimum shall include holiday and/or benefit leave time hours.

4) Part-Time Engineer:
The part-time Engineer(s) shall be employed on a work as needed basis with no guaranteed hours of employment per service week or guaranteed weeks of employment per calendar year. The part-time employee shall not be eligible for any benefits under this agreement.

5) Engineer Trainees: either Full-Time or Part-Time:
The Engineer Trainees will be employed either as a full-time or part-time Engineer.

The full-time engineers in training shall be guaranteed a minimum of thirty (30) hours of employment every service week for fifty-two (52) weeks of guaranteed employment per calendar year. Hours credited towards the thirty (30) hour minimum shall include holiday hours and/or benefit leave time hours.

The part-time engineers in training shall be employed on a work as needed basis with no guaranteed hours of employment per service week or guaranteed weeks of employment per calendar year. The part-time engineers in training shall not be eligible for any benefits under this Agreement.

Section 2. Employer shall determine the job qualifications, skills, responsibilities, duties, and experience necessary for personnel engaged as Operating Engineers and will publish job descriptions detailing such aforementioned requirements.
Section 3. Employer shall, without any obligations, have the right and sole decision in determining personnel for all five (5) of the Operating Engineer positions, and the determination of such personnel shall be based on the person(s) best qualified to fulfill the aforementioned job descriptions. When a position becomes open, The Employer agrees to notify the Union of such an opening. The Employer also agrees to consider, on the same basis as all other applicants, qualified personnel referred by Union for employment in the Operating Engineer positions.

Section 4. Personnel engaged as Full-Time Engineers or full-time engineer trainee shall be required to give the Employer no less than twenty-eight (28) days written notice, to be effective at the conclusion of a service week, in case of his/her desire to leave employment through resignation. The Employer also agrees to give no less than twenty-eight (28) days written notice, to be effective at the conclusion of a service week, of any layoff, or reduction of personal, except, however, when the layoff or reduction is due to circumstances beyond the Employer’s control and/or knowledge (i.e. strikes, building and/or property damage, power and/or mechanical failures, natural disasters, Acts of God, etc.) in which case the Employer will give notice as far in advance as possible.

Section 5. Personnel engaged as Part-Time Engineer(s), or Part-Time Engineer trainee(s) shall not be required to give advance notice, within a time limitation, to the Employer of their desire to leave employment through resignation. Likewise the Employer has no obligation to give advance notice, within a time limitation, to Part-Time Engineer(s) or Part-Time Engineer Trainee(s) of layoff. Both parties of this Agreement recognize that it is mutually desirable to give each other notice, as far in advance as possible, of any change in availability for employment and/or opportunity for employment.

ARTICLE 8 – SENORITY, LAYOFF, TRANSFERS

Section 1. Personnel engaged as Operating Engineers shall have two (2) seniority dates:

1) Bargaining unit seniority
2) Date of hire seniority
When two (2) or more employees are equally qualified for advancement/shift preference bargaining unit seniority shall be used first in the event of a tie, date of hire will be the deciding factor.

Section 2. In the event of a layoff, reduction of hours, reduction of workforce, where qualifications are equal to perform the work, the following sequence shall be followed:

1. Part-Time Engineer in Training
2. Part-Time Engineer
3. Full-Time Engineer in Training
4. Full-Time Engineer (30 hours)
5. Full-Time Engineer (40 hours)
6. Chief Engineer

For the purpose of rehire or recall, the reverse order shall be used.

Section 3. In the event the Employer decides to schedule regular shifts, whether it be straight hourly or daily shifts, and where qualifications to perform the available work are equal, then the senior employee, based on seniority as defined in Article 6, Section 7, Subd. 1., shall have shift preference.

Section 4. Personnel engaged as Operating Engineers shall retain their accrued seniority for a period of one (1) year in the case of layoff.

Section 5. An employee who transfers from one Ordway unit into the Operating Engineer Unit shall begin their bargaining unit seniority on the date of hire into the Operating Engineer Unit.

The transferred employee shall maintain their date of hire seniority with the Ordway, for all benefit accumulations.

At no time shall the transferred employee lose any accumulated benefits.
ARTICLE 9 – WORK SCHEDULE AND HOURS

Section 1. Schedules and Hours.

Subd. 1. Personnel engaged as Operating Engineers will be scheduled and engaged by service week periods which begin on a Monday and conclude on a Sunday.

Subd. 2. The Employer will furnish Operating Engineers with a weekly Building Activity Schedule outlining activities and events in the facility, what venue they are occupying, and the hours patrons or staff will be in occupancy. The Chief Engineer will create and disseminate the work schedule for the Engineering Staff.

Subd. 3. The Employer shall designate one (1) day off in each service week for Operating Engineers. The designated day off may differ among Operating Engineers in the service week and may vary week-to-week depending on shift requirements.

Subd. 4. When personnel engaged as Operating Engineers are called back after completion of their scheduled shift and/or are called in on their day(s) off, then such personnel shall be guaranteed a four (4) hour minimum at the appropriate wage rate.

Subd. 5. When personnel engaged as Operating Engineers are employed on their scheduled shifts and/or complete their minimum hours of employment, then all-time worked shall follow and be compensated at one-half (1/2) hour increments at the applicable hourly rate.

Subd. 6. Operating Engineers will be paid one and one half (1- ½) times the regular straight time rate for any hours over forty (40) in a service week, excluding benefit hours paid and hours already paid at a premium rate.

Subd. 7. The Ordway will allow engineering staff to leave after the completion of an event if there is less than twenty (20) minutes to the end of their scheduled shift. It is understood that the employee will need to request a punch out change in order to ensure their weekly guarantee is met.
ARTICLE 10 – BENEFITS

Section 1. Vacation Leave. Personnel engaged as Full-Time Operating Engineers shall be entitled to vacation leave, which both parties recognize and agree, is beneficial to the health and welfare of employees. Credit for vacation leave is earned and accumulated on a payroll period basis. Operating Engineers shall be allowed to carry over/accumulate a maximum of one hundred sixty (160) hours of vacation leave. Upon separation of employment a maximum of eighty (80) hours vacation leave shall be paid out.

Subd. 1. The full-time Engineer(s) shall receive vacation leave on the following schedule:

- After completing six (6) months of employment (based on the starting date of employment in an Operating Engineer position) the full-time Engineers shall be able to use the equivalent of forty (40) hours or one (1) week of paid vacation leave.

- After completion of the first six (6) months, the following vacation accumulation shall be followed:

  0 through end of 4\textsuperscript{th} year \hspace{1cm} 80 Hours
  Beginning of 5\textsuperscript{th} year through end of 9\textsuperscript{th} year \hspace{1cm} 120 Hours
  Beginning of 10\textsuperscript{th} year \hspace{1cm} 160 Hours
  Beginning of 20\textsuperscript{th} year \hspace{1cm} 200 Hours

Subd. 2. Vacation leave benefits shall begin to accrue after completing thirty (30) days of employment. However, vacation leave benefits are not earned until the Operating Engineer employee successfully completes ninety (90) days of employment. Employment (as defined in Article 8, Section 5) shall continue accruing vacation leave without the thirty (30) day requirement, and may use the accrued vacation time during the first ninety (90) days of employment in the operating engineer unit.

Subd. 3. When the full-time Engineers request vacation leave, the leave time shall be taken on a half-day basis (determined by the regular/typical scheduled shifts. This may vary from position to
position (i.e. The full-time 30 hour per week may take 12 hours
vacation for one day off, if that day would normally be a 12 hour shift).

Subd. 4. When the full-time Engineer(s) are scheduled for vacation
leave, the scheduled time off shall be the equivalent of the leave time
requested; for instance, one (1) week of vacation leave shall be
scheduled time off for seven (7) successive calendar days, and one (1)
day of vacation leave shall be scheduled time off for the full day.

Subd. 5. When a Union Holiday, as defined under Article 10, falls within
the full-time Engineer's vacation leave period, the Union Holiday will
not be considered vacation leave time and the vacation leave time will
be adjusted accordingly or extended by the day(s) displaced due to
Union Holiday.

Subd. 6. Vacation leave shall be scheduled and taken at such times that
are mutually agreed by both the Employer and the Operating Engineer.
The Employer retains the right to alternate scheduled vacation leave
periods of Operating Engineers in order to accommodate building
operations.

Section 2. Floating Holiday Leave. Provide four (4) floating holidays per
calendar year for full-time Engineer(s) provided said Engineer was a full-time
employee on January 1st of said calendar year. Engineers who are hired
during the year will be granted the floating holidays on a pro-rated basis, as
defined in Ordway's Employee Handbook and summarized below based on
hire dates for defined purposes:

A. January 1st through March 31st – 4 days
B. April 1st through June 30th – 3 days
C. July 1st through September 30th – 2 days
D. October 1st through December 31st – 0 days

Float days may be taken in four (4) hour increments.

Section 3. Sick Leave. The full-time Engineer(s) shall, when requested,
receive sick leave compensation for employment missed due to personal
illness, medical appointments, and/or tending to the illness or medical needs
of immediate family members (spouse, child, or parents). The policy follows:
Subd. 1. The full-time Engineer(s) shall accumulate sick leave at the rate of one (1) day (eight (8) equivalent hours) per month of employment up to a maximum credit of ninety (90) accumulated sick leave days. Compensation for sick leave is variable and at the option of the employee requesting such leave: the employee may request compensation for no less than one (1) hour or up to the equivalent amount of hours scheduled for the employee on the date(s) of illness. Compensation for sick leave shall be at regular straight-time wage rates.

Subd. 2. The full-time Engineer(s) may not use sick leave time until after completing ninety (90) days of employment in an Operating Engineer position. Any absence due to sick leave during the first ninety (90) days of employment will be considered leave without pay.

Subd. 3. In all situations of sick leave time, the Employer retains the right to request a doctor’s or medical clinic statement as documentation of employee’s request for sick leave.

Section 4. Health and Medical. The full-time Operating Engineer shall receive the same health and medical benefits that other full-time professional staff to Employer receives. In the event the Employer decides to change existing benefits and/or to add new benefits for employees not covered under this Agreement, the Union will be given advance notice and employees covered under this Agreement shall receive the same benefits.

Section 5. Defined Contribution Plan. If the Employer makes an annual contribution for its other full-time professional staff, the Operating Engineers shall be eligible to receive such contribution based on the same eligibility qualifications used for the other full-time professional staff.

Section 6. Uniforms. If Operating Engineers are required to wear uniforms while employed and on duty for the Employer, then the Employer will provide and maintain such uniforms.

Section 7. Other Benefits. The full-time Engineer(s) shall receive the same benefits as other full-time professional staff of the Employer, and as allowed by the benefits carriers of Ordway.
Section 8. Leave of Absence. The full-time Engineer(s) may request a leave of absence for no less than seven (7) days up to a period of six (6) months. A leave of absence is considered and granted on a case by case basis and will follow existing policy of the Employer.

ARTICLE 11- WAGES, OVERTIME, PREMIUMUM PAY

The following wage conditions shall apply to all Operating Engineers.

Section 1. Conditions of Regular Straight Time. When Operating Engineers are engaged for work during the hours of 6:00AM to 11:30PM, Monday through Sunday.

Section 2. Conditions of Premium Time.

Subd. 1. When Operating Engineers engaged for work have been employed over forty (40) hours during the seven (7) days constituting a work week (Monday-Sunday), the wage rate for hours worked in excess of forty (40) hours shall be at one and one-half (1-1/2) times the regular straight-time hourly rate. The calculation of forty (40) hours shall be determined by hours worked rather than hours credited (i.e. benefit leave time and hours already paid at premium rates are excluded from the calculation of hours over forty (40) in a service). The provisions of this premium condition are not subject to any incremental wage rate increases.

Subd. 2. When Operating Engineers consecutively work in excess of twelve (12) hours, the wage rate for any hours work in excess to twelve (12) hours shall be paid at two (2) times the regular straight-time hourly rate.

Subd. 3. When Operating Engineers are engaged for work that begins on a Union Holiday, as defined under Article 10, during the twenty-four (24) hours period constituting a Union Holiday (12:00 am (midnight) to 12:00 am (midnight), the wage rate shall be one and one-half (1-1/2) times the regular straight-time hourly rate. If, under such circumstances, Operating Engineers are already and/or will be eligible
for premium wage rates due to conditions set forth under Article 8, Section 2, Subdivisions 1, and 2.

Section 3. System Checks. On Holidays, when the Operating Engineer is scheduled to perform a system check, the Operating Engineer shall be guaranteed a minimum of two (2) hours at one and one half (1-1/2) times their normal base wage.

Section 4. On-Call Pay. Any Operating Engineer designated to be “on-call” shall receive thirty dollars ($30.00) per day, for each day on-call.

Section 5. Conditions of Wage Policy. In scheduling Operating Engineers for hours and/or shifts where premium wage rates will apply, the Employer will distribute premium wage conditions equally among Employees within each Operating Engineer classification insofar as it is reasonably possible to do so.

ARTICLE 12 – WAGE SCHEDULE

The following shall be the minimum rates of pay which apply to Operating Engineers covered under this Agreement, as designated below, for the time period July 1, 2019 through June 30, 2022.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full-time Chief Engineer</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular straight-time rate</td>
<td>$33.40</td>
<td>$34.23</td>
<td>$35.26</td>
</tr>
<tr>
<td>One and one half (1 ½) times the regular straight-time rate</td>
<td>$50.10</td>
<td>$51.35</td>
<td>$52.89</td>
</tr>
<tr>
<td>Two (2) times the regular straight-time rate</td>
<td>$66.80</td>
<td>$68.46</td>
<td>$70.52</td>
</tr>
<tr>
<td><strong>Full-time Engineer</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular straight-time rate</td>
<td>$29.29</td>
<td>$30.02</td>
<td>$30.92</td>
</tr>
<tr>
<td>One and one half (1 ½) times the regular straight-time rate</td>
<td>$43.94</td>
<td>$45.03</td>
<td>$46.38</td>
</tr>
<tr>
<td>Two (2) times the regular straight-time rate</td>
<td>$58.50</td>
<td>$60.04</td>
<td>$61.84</td>
</tr>
</tbody>
</table>
Part-time Engineer(s)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular straight-time rate</td>
<td>$22.52</td>
<td>$23.08</td>
</tr>
<tr>
<td>One and one half (1 ½) times the regular straight-time rate</td>
<td>$33.78</td>
<td>$34.62</td>
</tr>
<tr>
<td>Two (2) times the regular straight-time rate</td>
<td>$45.04</td>
<td>$46.16</td>
</tr>
</tbody>
</table>

ARTICLE 13 – ENGINEER IN TRAINING, WAGES, OVERTIME, PREMIUM PAY

Section 1. The hours required may deviate, depending on the skill level, learning ability of the Engineer in training, either Part-Time or Full-Time.

The Chief Engineer, along with the Employer, shall determine the actual hours needed for the Engineer in training to be fully qualified.

Full-time and part-time trainee positions start at the fixed hourly pay rates listed below. The tables shall be adjusted to reflect equal incremental wage increases based on the current years contract rate for the appropriate goal position (full-time or part-time engineer). Pay increases will go into effect in the next pay period following the approval of advancement. The delayed increases are not subject to retroactive pay.

The Part-Time or Full-Time Engineers in Training shall be entitled to the pay increases, unless the Employer, after consulting with the Chief Engineer, provides written notice to the employee with documented areas needing improvement in order to receive the increases listed. If such notice is given to the employee by the Employer, the employee shall be entitled to the increase once the Employer provides written notice that all areas have been improved. The delayed increases are not subject to retroactive pay.

Part-Time Engineer in Training Wage Schedule

<table>
<thead>
<tr>
<th>Hours worked needed for advancement</th>
<th>July 1, 2019 – June 20, 2020</th>
<th>July 1, 2020 – June 20, 2021</th>
<th>July 1, 2021 – June 20, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 144 hours worked</td>
<td>$17.00</td>
<td>$17.43</td>
<td>$17.95</td>
</tr>
<tr>
<td>From 145-288 hours worked</td>
<td>$18.24</td>
<td>$18.70</td>
<td>$19.26</td>
</tr>
<tr>
<td>From 289-432 hours worked</td>
<td>$19.49</td>
<td>$19.98</td>
<td>$20.58</td>
</tr>
<tr>
<td>From 433-576 hours worked</td>
<td>$20.73</td>
<td>$21.25</td>
<td>$21.89</td>
</tr>
</tbody>
</table>
Full-Time Engineer in Training Wage Schedule

<table>
<thead>
<tr>
<th>DATE OF HIRE</th>
<th>WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 90 days</td>
<td>$16.50</td>
</tr>
<tr>
<td>Day 91 to 182</td>
<td>$17.91</td>
</tr>
<tr>
<td>Day 183 to 273</td>
<td>$19.32</td>
</tr>
<tr>
<td>Day 274 to 364</td>
<td>$20.73</td>
</tr>
<tr>
<td>Day 365 to 455</td>
<td>$22.14</td>
</tr>
<tr>
<td>Day 456 to 546</td>
<td>$23.55</td>
</tr>
<tr>
<td>Day 547 to 637</td>
<td>$24.96</td>
</tr>
<tr>
<td>Day 638 to 729</td>
<td>$26.37</td>
</tr>
<tr>
<td>Move to Full-Time Engineer Position</td>
<td>Full-Time Engineer current contract rate</td>
</tr>
</tbody>
</table>

Section 2. Overtime Provision. The employee shall earn one and one half (1-1/2) times the regular rate of pay when working more than forty (40) hours in a week. Holiday hours and benefit hours are not credits towards the forty (40) hours. Additional any hours paid at a higher rate than the employee’s regular straight time rate do not count toward the forty (40) hours.

ARTICLE 14 – HOLIDAYS

Section 1. Wherever in this Agreement references are made and/or conditions of wages are adjusted due to Holidays, the holidays shall be the following:

New Year’s Day (January 1)
Martin Luther King Day (As Observed)
Memorial Day (As Observed)
Independence Day (July 4)
Labor Day (As Observed)
Thanksgiving Day (As Observed)
Christmas Day (December 25)
Such aforementioned Holidays shall be observed on the days designated officially by the State of Minnesota.

For the purpose of calculating overtime hours during Holidays and for clarification, hours worked shall not be counted for overtime purposes, hours not worked shall be counted for overtime purposes.

**Section 2.** The Chief Engineer and Engineer shall receive eight (8) hours of regular straight-time pay for compensation on Holidays designated in Article 14, Section 1.

**Section 3.** When the Chief Engineer and Engineer are engaged for work that begins on a Holiday designated in Article 14, Section 1, then the Chief Engineer and Engineer shall be paid at Holiday wage rates set forth in Article 11, Section 2, Subd. 5., in addition to the Holiday compensation set forth in Article 14, Section 2.

**Section 4.** When Part-Time Engineers are engaged for work that begins on a Holiday designated in Article 14, Section 1, the Part-Time Engineers shall be paid at Holiday wage rates set forth in Article 11, Section 2, Subd. 5.

**ARTICLE 15 – GENERAL CONDITIONS**

**Section 1. Training.** The Employer will reimburse employees engaged as Operating Engineers for any job-related training activity required and/or approved in advance by the Employer, upon the successful completion of the activity. Both parties of this Agreement shall mutually work together to provide ongoing training and education for Operating Engineers.

**Section 2. IUOE Training Fund.** The Employer agrees to contribute five cents ($0.05) per hour, for all regular hours paid, 2080 hours for full-time employees and 1040 hour for part-time employees. This will be used to assist Local 70 in funding the International Union of Operating Engineers Training and Education Center located in Crosby, Texas. Such contributions shall be made in a lump sum to International Union of Engineers Training and Education Center, 2722 County Rd D E, White Bear Lake, MN 55110, upon June 30th of each year of the Agreement.
Section 3. Safety. The Union retains the right to demand that all personnel covered under this Agreement are at all times surrounded with reasonable safeguards and sanitary conditions while employed by the Employer; and that Employer furnish proof that it carries Employer's Liability and Workers' Compensation.

Section 4. Union Visitation. Union representatives and officials shall be permitted to visit the premises of the Employer and be given access to members of the Bargaining Unit during the hours of operation for the transaction of official Union business. Union Officers and Business Agents shall call ahead and notify management of their intent to visit the premises and shall first make their presence known to the Employer upon arrival at the premises. Such visits shall not unreasonably or unnecessarily interfere with the duties of the Employees or interrupt them while working.

ARTICLE 16 – REPRESENTATIVES OF BOTH PARTIES

Section 1. Within thirty (30) days from the date of signing this Agreement, the Union shall in writing certify to the Employer the name(s) of the official representative(s) to act on behalf of the Union in all matters covered under this Agreement; and the Union shall be responsible to notify the appropriate parties of Employer of any change in representative(s) and/or alternate(s) on behalf of said representative(s).

Subd. 1. The Union shall designate a "house" Steward from within the Bargaining Unit to act on behalf and/or as one of the official representatives of the Union. The Steward shall assist the Employer in handling day-to-day matters relating to the interpretation and execution of the Agreement including, but not limited to, disciplinary matters, professional conduct, and adherence to applicable work rules.

Section 2. The official representatives to act on behalf of the Employer in all matters covered under the Agreement shall include, but not be limited to, the positions of President, Vice President and Chief Financial Officer, Vice President / General Manager and Operations Manager. Employer shall notify Union of any change in the aforementioned representative(s) or counsel Employer has retained to act in the absence of said representatives. However, nothing provided herein shall prevent official representative of Employer
from bringing additional representatives to meetings with the Union, without prior notification to the Union.

ARTICLE 17 – MANAGEMENT’S RIGHTS

Section 1. Subject to the terms of this Agreement, the Employer retains the exclusive right to manage its business and operations; to direct the working force including but not limited to the right to hire, discharge, promote, demote, transfer, and assign employees; to decide the use of new equipment, technology, process, and materials; and/or the discontinuance of equipment, technology, processes and materials; to establish reasonable rules and regulations governing employment and to determine the size of the employed work force.

Section 2. The Employer retains the exclusive right to suspend and/or discharge employees for, but not limited to, the use of drugs, for drunkenness, dishonesty, incompetence, nonappearance, and theft. The Employer agrees that this right shall be exercised with justice and due regard to the reasonable rights of the employees; and the Employer shall give just cause for the dismissal of said employees.

ARTICLE 18– GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as any dispute or disagreement that arises regarding the application and/or interpretation of the conditions or terms of this Agreement.

Section 2. In the event the Union or the Employer believes that a grievance has occurred, the Union and Employer agree to resolve such matters promptly in accordance with the following grievance procedure:

Subd. 1. All complaints and grievances shall be brought to the attention of the official representative of the other party within seven (7) days of the occurrence of the grievance or complaint, or within seven (7) days of knowledge of the grievance or complaint. The parties shall then meet, including the employee(s) involved, within such seven (7) day
period, or as soon thereafter as reasonably possible, to settle any differences and resolve the grievance or complaint.

Subd. 2. If the parties fail to resolve the grievance or complaint at the above described meeting, then within seven (7) days of such meeting the aggrieved party shall submit to the other party a written statement of the grievance, which shall specify in detail those provisions of the Agreement which have been violated. Within seven (7) days of receipt of such written statement of the grievance, the parties, together with a designated representative of the Union, shall meet to settle the grievance.

Subd. 3. Should the parties fail to settle the grievance to their mutual satisfaction, either party may, within five (5) days after the meeting in Article 14, Section 2, Subd. 2., request, in writing, final and binding arbitration.

Subd. 4. After the aggrieved party has requested arbitration of its grievance, either party to this Agreement shall request from the Federal Mediation and Conciliation Service a list of seven (7) neutral arbitrators (located within the metropolitan Twin Cities area) from which a neutral arbitrator will be selected. Upon receipt of such list, the designated representatives of both parties shall meet within three (3) calendar days and by flip of a coin determine which party shall strike the first name from the list, and shall alternately strike names thereafter until the last remaining name on the list is the neutral arbitrator. A hearing before the arbitrator shall be scheduled within thirty (30) calendar days of the selection of such arbitrator, subject only to the arbitrator’s availability. The arbitrator shall receive testimony and other evidence from the parties to the dispute, hear such witnesses and receive such briefs as the parties may desire to present. Either party may, if it so desires, be represented by counsel in all arbitration proceedings.

Subd. 5. The arbitrator shall have the power to interpret and apply the provisions of this Agreement, but shall be without power or authority to recommend any decision or remedy which requires the commission of an act prohibited by law or which would violate, amend modify, renew, or extend any of the terms and conditions of this Agreement, and shall
have no authority to decide any issues not raised in the written grievance.

Subd. 6. The arbitrator’s decision shall be set forth in writing and shall delineate his/her findings of fact, reasons, and conclusions regarding the grievance submitted. The decision shall be rendered within thirty (30) calendar days from the date of its submission, and such decision shall be final and binding upon both parties.

Subd. 7. It shall be the obligation of both parties concerned with the grievance to share equally any and all expenses incurred for the retaining of a neutral arbitrator, exclusive of any legal fees incurred by either party.

Subd. 8. The time limitations set forth and relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failing to follow set time limitations shall result in the grievance being permanently barred, waived, and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended upon mutual written agreement of both parties.

ARTICLE 19 – NO STRIKE AND NO LOCKOUT CLAUSE

There shall be no lockouts, strikes, picketing, slowdowns and/or boycotts of any kind whatsoever, including sympathy strikes, during the term of this Agreement. Prohibition against strikes, picketing and lockouts shall be absolute, and shall apply regardless of whether a dispute is subject to arbitration under grievance and arbitration provisions of the contract.

ARTICLE 20 – LENGTH OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from the first (1st) day of July, 2019 to and including the thirtieth (30th) day of June, 2022 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 sixty (60) days prior to the annual date of expiration.
Section 2. It is agreed by both parties that in the event unforeseen circumstances prevent the signing of a new Agreement by the date of expiration of the then existing Agreement, all provisions of the existing Agreement shall remain in full force and effect and that negotiations shall continue until a new Agreement is made.
IN WITNESS THEREOF, the parties hereto have signed this Agreement,

Ordway Center for The Performing Arts

Andrew Luft, Director of Building Operations and Production

International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeen, Business Representative

Jeff Osberg, Steward

22 Jan 20
Date:

22 Jan 20
Date: