AGREEMENT

between

SHATTUCK ST. MARY'S SCHOOL

and

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

July 1, 2019 through June 30, 2020
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The following Agreement is entered into between the International Union of Operating Engineers, Local No. 70, AFL-CIO (hereinafter "Union") and Shattuck St. Mary's School (hereinafter "Employer").

**ARTICLE 1**

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for the employees of the Employer within the following bargaining unit:

All full-time, regular part-time and regular seasonal maintenance and service employees, at the Employer's Faribault, Minnesota, Shattuck, St. Mary's campus, including laundry employees, grounds, janitors, cleaning persons, stationary engineers, tailors, painters, carpenters, ice arena employees, building maintenance employees, excluding office clerical employees, dining room employees employed by an independent contractor, guards, and supervisors as defined by the Act.

Section 2. It is agreed between the parties hereto that personnel excluded from the bargaining unit set forth in Section 1 may perform bargaining unit work. The Employer shall also have the right, for economic reasons it deems sufficient to subcontract work performed by employees covered hereunder to make any arrangements for the performance of said work by any other persons.

Section 3. The parties hereto recognize that the terms of the Agreement set forth herein constitute the full and complete Agreement between the parties regarding the subjects of wages, hours, and terms and conditions of employment and that the rights and obligations of the Employer, Union and employees regarding such matters are set forth exclusively in this Agreement. Provided, however, the Employer may, in its sole discretion and with no continuing obligation, implement and provide for benefits and/or terms and conditions of employment not provided for herein in addition to those set forth herein. Upon request, the Employer shall notify the Union as to such benefits and/or other terms and conditions of employment.
Section 4. None of the management rights referred to herein shall be limited except by an express provision of the Agreement and then, only by specific language of the Agreement. It is recognized by the parties hereto that the Employer retains the exclusive authority to manage and operate the school in all respects, to hire employees and make all decisions regarding the employment conditions for said employees, such as lay-offs and recall from lay-off, to direct the employees in the performance of their duties and to assign any work to any of such employees as the Employer deems appropriate to the conduct of its business, to supervise and control the employees in the performance of their duties, including the right to discipline, including discharge, and to make all the decisions regarding business operations of the school and the conduct of the work performed in connection therewith. It is agreed that the enumeration of rights herein is not intended to exclude all other management rights not specifically set forth herein.

ARTICLE 2 – UNION SECURITY

Section 1. The Union shall have the sole and unequivocal right to set the level of dues, assessments, and initiations fees.

All persons now employed or hereinafter employed by Shattuck St. Mary's School and coming under the Union's jurisdiction shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternatively shall pay the initiation fees, assessments, and dues uniformly required for membership in the Union, beginning not later than five hundred fifty (550) hours of employment following:

1. The date of their employment; or
2. The date of executive of this Agreement, whichever occurs later.

The Employer agrees that it will deduct regular and usual membership dues from the wages of employees who are covered by this Agreement, provided that the Employer receives written assignments signed by each employee authorizing such deductions, which assignments shall be in accordance with the Labor-Management Relations Act, as amended.
The Employer agrees to submit all dues deducted and remit amounts to the Union with a list of employees and their social security numbers for which deductions were made, once per month.

Upon written notice by the Union to Shattuck St. Mary's School that a certain individual or individuals is or are not in good standing in the Union because of non-payment of dues, it shall be sufficient notice for suspension of the individual from employment with the School, under the terms of this Agreement.

Within thirty (30) days after a full-time employee who will be covered by this agreement has been hired, Shattuck St. Mary's School shall mail to the Union written thereof, stating the employee's name, address, work classification and date of hire.

Section 2. Legal Action. The Union agrees to hold the Employer harmless of any actions and/or suits resulting from any actions taken by the Employer under this Article. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this Agreement shall be defined as any dispute which involves the application or interpretation of one or more of the terms of this Agreement.

Section 2. Grievances shall be adjusted in the following manner:

Step 1. Any employee claiming a grievance and his/her immediate supervisor shall attempt to settle the grievance. A decision on said grievance shall be made within three (3) working days after it is first submitted to the supervisor at this step. If a grievance is not submitted within ten (10) working days of the Employer action involved, the grievance shall be deemed settled and determined and shall not thereafter constitute a grievance.
Step 2. If the grievance is not satisfactorily settled at Step 1, and further review is sought, it shall be raised at Step 2. The grievant must reduce the grievance to a signed and dated written statement and deliver it to the Employer's designated Step 2 representative within ten (10) working days of the decision at Step 1. Said written grievance must state the Employer action involved; the date thereof; the terms of the Agreement claimed to be involved; the relief sought; a statement as to the decision at Step 1 and the date of that decision. The grievant and the Union steward (or other Union representative) shall meet with the Employer's representative. Within ten (10) working days after the meeting, the Employer's representative shall advise the grievant and Union steward (and/or other representative) of his/her decision.

Step 3. If the employee is not satisfied with the resolution of the grievance furnished by the Employer's Step 2 representative, the grievance may be submitted to arbitration by delivering a written demand for arbitration to said Step 2 representative. Said demand shall state the issue(s) to be submitted and the relief sought. Unless a written demand for arbitration is delivered to the representative within fifteen (15) working days after the date of the representative's decision on the grievance, the grievance shall be deemed to have been settled and determined according to the representatives decision and shall not thereafter constitute a grievance.

Section 3. If the employee submits a timely demand for arbitration, the parties shall meet within ten (10) working days after said demand to agree upon a neutral arbitrator. If the parties cannot agree upon a neutral arbitrator within five (5) days after said meeting, the parties shall request the Federal Mediation and Conciliation Service to provide a panel of five (5) names from which the parties may select a neutral arbitrator. Upon receipt of such a panel, the Union and Employer shall alternately strike names from the panel of proposed arbitrators, until one name remains. The person whose name remains on the panel of arbitrators shall be deemed to have been selected by the parties as the neutral arbitrator to hear and decide the issues involved in the case. The Employer and the Union shall submit to the arbitrator a written statement of the issues involved and the relief sought.
Section 4. It is expressly agreed that the arbitrator shall rule only on the issues submitted and shall have no authority to decide any matter that is not a grievance as defined in this Article. The arbitrator's decision shall be in writing and shall set forth the contract provisions relied upon. It is also expressly agreed that, the arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding.

Section 5. Each party shall pay the expense of its own witnesses and representatives. The arbitrator's fees and expenses shall be shared equally.

ARTICLE 4 – NO STRIKE – NO LOCKOUT

Section 1. It is agreed that during the term of this Agreement, there shall be no strike or work stoppage by the Union or any employee covered hereunder.

Section 2. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 5 – SICK DAY AND MEDICAL LEAVES

Section 1. After six (6) months of continuous employment, all regular full-time employees will be eligible for sick leave, which will accrue at the rate of six (6) hours per month. Sick leave will be allowed to accumulate to a total of twenty-four (24) days.

Days absent due to personal or family illness will be deducted from accrued sick days. When sick days have been depleted, vacation hours may be used. When vacation time has been depleted, a pay deduction will be made for additional days off. In counting days of sick leave, each day off will be charged according to a normal forty (40) hour, five (5) day workweek.

It is the responsibility of the employee to notify their supervisor at or prior to the start of the workday if they are not reporting to work due to illness. On
the day of return to work, the employee will submit the appropriate leave form to their supervisor and the Human Resources Office.

In the event of a long term sickness or disability requiring the employee to be off work for three (3) days or more, a physician's statement must be obtained which establishes the need to be away from the work place. The doctor also determines when the employee may return to work. A medical leave of absence away from the work place may be taken for up to twelve (12) weeks under the FMLA during which sick leave, vacation, or payroll deductions for missed time may be used. Only medical, dental and life benefits will be paid during the leave. After this time, reemployment will be at the discretion of the School and will be in compliance with the requirements of federal and state law. Pregnancy will be treated the same as a disability and the physician must determine the required time to be away from work as in any other disability.

Upon termination of employment the employee shall receive one-half (1/2) of accumulated sick leave, not to exceed twelve (12) days. The employee must give a minimum of two (2) weeks' notice prior to leaving his/her employment to be eligible for this provision and satisfactorily perform their duties after giving notice.

Section 2. The Employer recognizes that Federal and State laws have changed in regards to child care leave and will recognize these as legal in terms of employees covered by this Agreement.

Section 3. Bereavement Leave. Each regular full-time employee with six (6) months of employment will be granted paid time off for bereavement leave upon the death of immediate family members. Immediate family is defined as a spouse, *domestic partner or child/step-child and the employee will be given ten (10) days leave. For other family, defined as a parent, parents-in-law, grandparent, brother or sister, the employee will be given up to three (3) days.

Other absences due to funerals may be deducted from accrued vacation or sick time.
*Domestic Partner shall be defined as unmarried, but committed domestic partner (same and opposite sex). Shattuck St. Mary’s School’s benefit policy allows unmarried, but committed domestic partners (same and opposite sex) access to the School bereavement plan. The School recognizes as committed domestic partners any two (2) adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring and who execute 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 bereavement leave, and is available from the Human Resources Department. Employees may contact the Human Resources Department for further assistance.

Section 4. Jury Duty. If a regular full-time employee with six (6) months of employment is required to serve on jury duty, the employee will be paid the difference between their normal wage and the amount of pay received for jury duty service. This payment will be limited to fifteen (15) days of jury duty service in any one calendar year. The employee must furnish the Business Office with written documentation supporting the date and time of absence due to jury duty and the compensation received.

Section 5. Other Leaves. Family Medical Leave/Minnesota Parental Leave and Military Leave are addressed in the Shattuck St. Mary’s Employee Handbook. The School will comply with all applicable federal and state laws regarding these leaves of absence. Please consult the School’s Employee Handbook for details.

ARTICLE 6 – HOLIDAYS

Section 1. Paid holidays for regular full-time employees shall be as follows:

- New Year’s Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Day after Thanksgiving
- Second day associated with Christmas Eve Day
- Independence Day
- Christmas Day
Holidays falling on a weekend shall be designated by the Employer to be observed on another day either directly before or after the Holiday weekend.

Part-time employees who are scheduled by their Department Head to work on the following holidays will be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate: Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Day.

Section 2. Regular full-time employees shall be paid their straight-time hourly rate for the above holidays, provided:

A. The employee has not failed to work, when scheduled, on the holidays, unless excused.

B. The employee works on both the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the holiday, unless excused for vacation leave, sick leave, or other leave of absence obtained pursuant to the Employer's policy.

Section 3. Pay for holidays worked by regular full-time employees shall be two (2) times the employee's straight time rate for all hours worked. Any hours worked on a holiday that is not a regularly scheduled work day must be preapproved by a Supervisor.

Section 4. A "regular full-time employee" shall mean any employee who has worked a regularly scheduled thirty (30) hour work week or more, and who has been employed on such a schedule for six (6) consecutive months or more prior to the holiday.
ARTICLE 7 – VACATIONS

Section 1. Regular full-time employees shall be provided vacation time on the basis of ten (10) vacation hours per completed month of actual employment, credited on the last day of the month in which the time was earned. Credit will begin only upon the completion of the first six (6) months of employment and shall be earned from that date.

Section 2. Employees shall accrue an additional week of vacation upon the completion of twenty (20) years.

Part-time employees shall accrue vacation as follows:

- Vacation hours begin to accrue from hours accumulated in the prior fiscal year (July – June).

- 1,000 hours is the minimum number of required working hours per annum fiscal year needed to commence accruing vacation hours.

- 30 vacation hours will accrue with the minimum of 1,000 required hours. Thereafter, three (3) hours will accrue for every 100 hours worked and broken down further into increments of one (1) hour per every 33 hours worked.

- These accrued vacation hours will be available to use as of July 1 of the year following year of accumulation.

Section 3. The vacation year for determining vacation eligibility shall be from July 1 through June 30.

Section 4. Accrued vacation time which has been credited may be taken at the employee's choice if at least two (2) calendar weeks' notice is given, except:

1. During and when preparing for commencement activities and other special events such as, but not limited to, the Winter Carnival;
2. Not more than one employee from any department (crew) may take vacation at the same time.

Vacations may be taken at any time, if and only if the Employer agrees.

Vacation requests will be limited to one (1) hour minimum.

Vacations shall be paid on the basis of forty (40) hours pay per week at the straight time rate for employees who have worked a forty (40) hour work week during the nine (9) month period immediately preceding the vacation. For any employee who is eligible for vacation benefits hereunder and who has worked less than a forty (40) hour work week, but who has worked a thirty (30) hour work week and otherwise qualifies under Section 5, such employees shall receive as vacation pay his regular rate times the average weekly number of hours he has worked during the vacation year.

Section 5. Employees who quit without giving two (2) weeks written notice shall not receive pro-rated vacation benefits. Pro-rated vacation benefits shall be based upon vacation credits earned during the vacation year up to the termination of employment. One-half (1/2) day credit will be given for any month during which an employee works fifty (50) percent or more of the work days in said month. No pro-rated vacation benefits shall be available to an employee who is discharged.

Section 6. A "regular full-time employee" shall mean any employee who has worked on regularly scheduled thirty (30) hour work week or more, and who has in any given year been employed on such a schedule for nine (9) consecutive months or more during the year ending June 30.

ARTICLE 8 – HOURS OF WORK

Section 1. Working Hours and Overtime. The standard work week is forty (40) hours. The work week begins at 12:01 am Sunday and ends at 12:00 pm on Saturday. The standard working hours for the School are: Maintenance Staff from 7:30 am to 4:30 pm, Monday through Friday.
The standard work week for the Cleaning Persons shall be determined by the Employer. There will be a minimum of one (1) week notice in the change of scheduled hours.

The School, at its discretion, may make adjustments to the standard work week and there will be exceptions to these hours caused by the needs of the School. Exceptions may also be made to accommodate disabled employees, as deemed necessary in accordance with federal and Minnesota law. These exceptions must be approved by the Department Administrators who are the Head of School, Chief Financial Officer, President, Chief Operating Officer, Director of Upper and Middle School, Development and Admissions.

An employee will be eligible for overtime pay unless their position is considered exempt under the FLSA. This exemption is based upon the employee’s duties and applicable law. One and one-half (1-1/2) times the employee’s hourly rate will be paid for all hours worked in excess of forty (40) hours in any one work week.

Overtime should be approved in advance by the Department Administrator. Vacation and sick leave taken will not count as hours worked when computing overtime. Regular full-time and regular part-time employees working on a paid holiday will be paid at one and one-half (1-1/2) times their hourly rate for all hours worked on that holiday.

Overtime for hours worked in excess of eight (8) hours per day will be paid at the rate of time and one-half (1-1/2) when the overtime hours occur between 11:00 pm and 7:00 am.

The practice of allowing compensatory time off in lieu of overtime is discouraged.

Section 2. Call Back Pay. Any employee who is called back to work after the completion of their regularly scheduled shift, or who works on a Sunday, shall be paid at the rate of two (2) times their hourly rate of pay.

Any hours worked due to call back or on a Sunday, must be approved by a Supervisor.
ARTICLE 9 – EMPLOYEE BENEFIT PLANS

Section 1. The present employee benefit plans: hospitalization and major medical insurance; life insurance; salary continuance and the annuity plan shall be applicable at their present benefit levels to the employees covered hereunder. Such benefit plans shall be applicable according to the terms and conditions of the respective plans.

Section 2. TIAA – CREF Annuity Plan. Effective July 1, 2001 all full-time and regular part-time employees will become eligible for the TIAA-CREF Annuity Plan, as outlined below:

- First 3 years the Employer will contribute 5% of base salary, employees need not match. After 3 years, the employees must match. The 5% contribution starts from the first day of the month following date of hire. For employees to receive this contribution, he/she must enroll in the Annuity Plan.

- 7 years – The employer will contribute 6% and the employee would contribute 5%.

- 25 years – The employer will contribute 7% and the employee would contribute 5%.

- 30 years – The employer will contribute 8% and the employee would contribute 5%.

Section 3. The Employer shall pay the entire premium cost for individual coverage for any employee who is eligible and elects to be covered by Employer's hospitalization and major medical insurance plan.

Section 4. After completion of ten (10) years of service, when an employee is at the age of 62 up to age 65, the Employer shall pay for eighteen (18) months, or to age 65, whichever comes first, of single medical coverage if the employee desires early retirement.
Section 5. Each employee shall be entitled to one hour for lunch. Said period shall be scheduled in one period or two (2) one-half periods. When conditions warrant such action, the Employer may schedule one-half hour lunch periods.

ARTICLE 10 – SENIORITY

Section 1. Seniority shall be defined as preference, as defined in this Article, to which an employee is entitled in connection with layoff and recall from layoff, in recognition of his length of service with the Employer. Seniority shall be by classification and shall be measured from the employee’s most recent date of hire and/or employment in his classification. The classifications shall be as follows: Grounds; Laundry; Engineer; Janitor; Cleaning Persons; Tailor Shop; Painter; Carpenter and Ice Arena employees.

Section 2. The first ninety (90) working day period of employment shall be considered a probationary period. The Employer may, at its option, extend the probationary period an additional fifteen (15) working days. During such a period, an employee may be discharged by the Employer for any reason. Not more than three (3) days’ absence for any reason shall be credited for the purpose of computing the probationary period. Upon the satisfactory completion of the probationary period, the employee shall be entitled to seniority standing from his most recent date of hire by the Employer in his classification.

Section 3. If there is a layoff by the Employer in a classification in the bargaining unit, seniority shall be considered by the Employer as set forth herein. The employee with the least seniority in the classification shall be considered for layoff first, and, upon recall, employees with the highest seniority in the classification shall be considered for recall first. For purpose of layoff and recall, seniority preference shall be considered by the Employer. The employee(s) must have the ability to perform available work. The Employer shall have the authority to make the final decision regarding the ability of the employee(s) to perform available work for purposes of layoff and recall. Such decisions shall not be subject to arbitration.

Section 4. Upon transfer from one classification to another, the Employer, may, in its discretion, call for a forty-five (45) day probationary period in the
new classification. During such period, the employee may be returned to his former classification for any reason.

Section 5. Seniority shall be lost by any of the following:

1. Voluntary quit.
2. Discharge.
3. Failure to report for work within seven (7) working days of mailing of recall from layoff.
4. Layoff for more than one (1) year.

Section 6. The Employer shall have the right to terminate an employee who has completed probationary period for cause. The normal disciplinary procedure shall be:

1. Oral warning.
2. Written warning.
3. Suspension and/or discharge.

This shall not prevent the Employer from terminating immediately for serious misconduct which shall include, among others:

1. Drinking on the job.
2. Physical fighting on the job.
3. Theft.

Section 7. The Employer agrees to prepare and post a seniority list covering all employees in the classifications covered by the Agreement. The seniority list shall be prepared and posted every six (6) months. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the employees as shown on such seniority list shall be deemed to be correct.

Section 8. Transfer or promotion of employees from one classification to another shall be made on the basis of the Employer's judgment as to the
qualifications and ability of the employee. Seniority shall be a factor to be considered by the Employer.

Section 9. The seniority rights provided herein apply only to regular, full-time employees as defined in Article 4. However, the probationary period provided for herein shall apply to all employees covered hereunder.

ARTICLE 11 - WAGES

Section 1. It is agreed by the parties that the present minimum hourly rate of each employee classification and the increases to those rates during the term of this Agreement shall be as set forth below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective 7/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laundry</td>
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</tr>
<tr>
<td>Grounds</td>
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<tr>
<td>Janitors</td>
<td>$22.28</td>
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<tr>
<td>Buildings</td>
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<tr>
<td>Engineers</td>
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<tr>
<td>Painters</td>
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<tr>
<td>Carpenters</td>
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<td>Ice Arena</td>
<td>$22.28</td>
</tr>
<tr>
<td>Cleaning Person*</td>
<td>$14.89</td>
</tr>
</tbody>
</table>

*Due to the needs of the Employer, Cleaning Persons building assignments may be gender specific.

Section 2. Part-Time Employees who work less than thirty (30) hours per week on a regular basis will receive 85% of the listed contract rate for the classification employed. (All employees working on or before March 1, 1986 will not have their wages reduced as a result of this section.) The Employer agrees that full-time positions will not be split into part-time positions.

Section 3. Seasonal or Temporary Workers. The Employer will have the right to hire seasonal or temporary employees who will not be covered by this contract.
Seasonal or temporary positions are limited to five hundred fifty (550) hours per calendar year unless the Union or Employer agrees to an extension. Seasonal or temporary positions will not be used to replace permanent positions.

Section 4. It is recognized that the Employer may make whatever work assignments and/or transfers of employees as the Employer deems necessary to the various employees covered hereunder irrespective of whether such assignments could be considered within or without the scope of the employee's normal duties. It is agreed further that the individual wage rates agreed upon herein are to compensate the employees for all work assigned, whether within or without the normal scope of duties.

Section 5. When a qualified employee temporarily performs work in another classification, the employee shall receive the rate of pay for that classification after the third (3rd) consecutive day. The pay is retroactive to the first (1st) day. In no event will the rate of pay received before the classification change be reduced.

Section 6. Safety Shoe/Clothing Allowance.

A. The Employer shall provide each employee a maximum of two hundred dollars ($200.00) per year for the purchase of specific job related safety shoes/boots and winter clothing.
B. Safety shoes/boots shall be steel or composite toes and slip resistant soles.
C. Winter clothing shall be insulated overalls, jackets, head gear, boots and gloves.
D. Employees shall be required to submit adequate proof of purchase before reimbursements are made.

ARTICLE 12 – TERM

This Agreement shall remain in full force and effect for one (1) year from July 1, 2019 to and including June 30, 2020, and thereafter to be continued for yearly periods, unless notice of termination and/or modification is delivered in writing by registered mail by either party sixty (60) days before June 30, 2020, or before the next annual expiration date of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Shattuck St. Mary's School

Scott Ryberg, CFO

Erin Sellner, HR Director

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeen, Business Representative

Michael Yerhot, Steward

Date: 8/14/19

Date: 8/12/2019

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