AGREEMENT

between

ST. CATHERINE UNIVERSITY

and

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

MAINTENANCE/TRADES

November 1, 2017 through October 31, 2020
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EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the St. Catherine University (hereafter referred to as the "University") and International Union of Operating Engineers, Local No. 70, AFL-CIO (hereafter referred to as the "Union").

ARTICLE 1 – RECOGNITION AND DEFINITIONS

Section 1. Recognition. The Union shall be the exclusive representative of all full-time and regular part-time general custodian, groundskeepers, turf technicians, horticulturists, project custodian, receiving clerk, gardeners, carpenters and painters employed by the University at its St. Paul Campus, 2004 Randolph Avenue, St. Paul, Minnesota and its Minneapolis Campus, 601 25th Avenue South, Minneapolis, Minnesota; excluding all other employees, guards and supervisors as defined in the Act, pursuant to the certification by the National Labor Relations Board dated November 26, 1984.

Section 2. Definitions. A regular full-time employee is one who works at least 1,560 (.75 FTE) hours during the year whether this is 12 months or a shorter stipulated period.

A regular part-time employee is one who works between 1,559 and 1,040 (.74 to .50 FTE) hours per year whether this is twelve (12) months or a shorter stipulated period.

A temporary employee is an individual hired for a specific period of time, not to exceed six (6) months, either full-time or part-time. Temporary employees are paid on a project basis or by the hour and generally are not eligible for benefits.

ARTICLE 2 – UNION SECURITY

Section 1. Union Membership. All persons now employed or hereinafter employed by the University 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 University agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are Union members. Such deductions shall be made only for employees who voluntarily provide the University with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the University 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 University shall mail to the Union written notice thereof, stating the employee's name, address, work classification and date of hiring.

Section 4. The provisions of Section 1 shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations; except that such employee shall be obligated to pay the service fee required by Section 1 above to a non-religious charity fund, exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, chosen by the employee.

ARTICLE 3 – MANAGEMENT RIGHTS

The management of the University and the direction of the working forces shall be vested solely and exclusively in the University, except as specifically limited by the express written provisions of this Agreement. The provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work; to require observance of University rules, regulations, retirement and other policies; to schedule work and determine the number of hours to be worked; to enter into contracts for the
furnishing and purchasing of supplies and services; and to decide qualifications of employees, as long as the provisions of this article do not conflict with applicable federal or state laws. Managers will be allowed to perform bargaining unit work on a limited basis for purposes of training or in cases of emergency, so long as bargaining unit employees are not laid off, or do not have their hours reduced as a result.

The definitions of training and emergencies are listed below:

A. Training: The action of instructing an employee in a particular assignment, skill or task.
B. Emergency: An unexpected occurrence or event that requires immediate attention.

ARTICLE 4 – WAGES

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

Section 2. Wage Rates and Classifications.

<table>
<thead>
<tr>
<th>Class</th>
<th>11/1/2017</th>
<th>11/1/2018</th>
<th>11/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groundskeeper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$18.29</td>
<td>$18.56</td>
<td>$18.94</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$19.26</td>
<td>$19.55</td>
<td>$19.94</td>
</tr>
<tr>
<td>7+ Years</td>
<td>$20.22</td>
<td>$20.52</td>
<td>$20.93</td>
</tr>
<tr>
<td>Turf Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$23.12</td>
<td>$23.47</td>
<td>$23.94</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$24.34</td>
<td>$24.71</td>
<td>$25.20</td>
</tr>
<tr>
<td>7+ Years</td>
<td>$25.56</td>
<td>$25.94</td>
<td>$26.46</td>
</tr>
<tr>
<td>Gardner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$20.60</td>
<td>$20.91</td>
<td>$21.33</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$21.67</td>
<td>$22.00</td>
<td>$22.43</td>
</tr>
<tr>
<td>7+ Years</td>
<td>$22.77</td>
<td>$23.11</td>
<td>$23.57</td>
</tr>
<tr>
<td>Horticulturist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$23.12</td>
<td>$23.47</td>
<td>$23.94</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$24.34</td>
<td>$24.71</td>
<td>$25.20</td>
</tr>
<tr>
<td>7+ Years</td>
<td>$25.56</td>
<td>$25.94</td>
<td>$26.46</td>
</tr>
<tr>
<td>Painter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$26.97</td>
<td>$27.37</td>
<td>$27.92</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$28.37</td>
<td>$28.80</td>
<td>$29.37</td>
</tr>
<tr>
<td></td>
<td>7+ Years</td>
<td>4 – 6 Years</td>
<td>0 – 3 Years</td>
</tr>
<tr>
<td>----------------</td>
<td>----------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>Carpenter</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7+ Years</td>
<td>$29.80</td>
<td>$30.25</td>
<td>$30.85</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$28.37</td>
<td>$28.80</td>
<td>$29.37</td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$26.97</td>
<td>$27.37</td>
<td>$27.92</td>
</tr>
<tr>
<td><strong>General Custodian</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7+ Years</td>
<td>$29.80</td>
<td>$30.25</td>
<td>$30.85</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$16.22</td>
<td>$16.46</td>
<td>$16.79</td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$15.42</td>
<td>$15.65</td>
<td>$15.96</td>
</tr>
<tr>
<td><strong>Project Custodian</strong> (paid $1.00/hr above General Custodian)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7+ Years</td>
<td>$17.04</td>
<td>$17.30</td>
<td>$17.64</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$16.22</td>
<td>$16.46</td>
<td>$16.79</td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$15.42</td>
<td>$15.65</td>
<td>$15.96</td>
</tr>
<tr>
<td><strong>Lead Custodian</strong> (paid $1.00/hr above Project Custodian)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7+ Years</td>
<td>$18.04</td>
<td>$18.30</td>
<td>$18.64</td>
</tr>
<tr>
<td>4 – 6 Years</td>
<td>$17.22</td>
<td>$17.46</td>
<td>$17.79</td>
</tr>
<tr>
<td>0 – 3 Years</td>
<td>$16.42</td>
<td>$16.65</td>
<td>$16.96</td>
</tr>
</tbody>
</table>

**Section 3. Lead Pay.** Selection of Lead within a classification will be based on qualification and seniority. If the University intends to promote a junior employee, it will meet and confer with the Union prior to the promotion.

- Custodian will not receive lead pay unless he/she is classified as "lead custodian". (Currently $1.00 per hour over Project Custodian scale. Lead pay is $1.00 per hour worked.)

- Custodians will receive lead pay if classified as “Lead Custodian” and if temporarily assigned as a “Lead” in order to provide work direction and training to student workers or designated temporary workers. The University will determine which temporary workers will be assigned a “Lead”, based on the temporary worker’s experience and/or training.

- With respect to all other classifications, lead pay will be paid to employees designated as “Lead”, at the rate of one dollar and twenty-five cents ($1.25) per hour, for hours during which they provide work direction and training for student workers or designated temporary workers. The University will determine which temporary workers will be assigned a “Lead”, based on the
temporary worker's experience and/or training.

Section 4. Shift Premium. A shift premium will be paid for all hours worked on the evening shift. A shift premium will be paid for all hours worked on the night shift. If a majority of the scheduled shift is between 3:00 p.m. and 11:00 p.m., the shift is an evening shift. If a majority of the scheduled shift is between 11:00 p.m. and 7:00 a.m., the shift is a night shift.

Example: A shift from Noon to 8:30 p.m. would be an evening shift, since three of the hours are before 3:00 p.m. and 5.5 hours are after 3:00 p.m. A shift from 10:30 a.m. to 7:00 p.m. would be a day shift since four hours are after 3:00 p.m. and 4.5 hours are before 3:00 p.m.

The Shift premiums for all classifications are as follows:

<table>
<thead>
<tr>
<th></th>
<th>6/1/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening Shift</td>
<td>$0.55 per hour</td>
</tr>
<tr>
<td>Night Shift</td>
<td>$0.85 per hour</td>
</tr>
</tbody>
</table>

Section 5. On Call Pay. Special events occurring on campus may require short-term or temporary “on-call” status. When the Employer determines there is a need for employees in a particular job classification to be “on-call”, availability will be determined through seniority and employee qualifications within the classification. The affected employee will be compensated at three (3) hours pay per day for the duration of the “on-call” status. If an on-call employee is required to report, Section 6 – Back Pay will go into effect. Custodial staff members may be requested to perform on-call at a more regularly scheduled occurrence to provide assistance or direction during weekend coverage as staff is lighter. This schedule will be communicated to the affected employee who will be compensated at three (3) hours pay per day for the duration of “on-call” status.

The following shall also apply to "on call":

A. Employee will submit an on-call change request form to their supervisor.
B. Supervisor will review and approve or deny and will provide written communication to the employee notifying them of the decision.
C. Supervisor will update master on-call calendar.
D. Employer commits to ensuring that the Public Safety Department has ongoing up-to-date access to the master on-call calendar.
E. Public Safety will contact the employee listed on-call on the master calendar when a situation arises.
F. If the on-call employee is faced with a situation or problem that requires additional assistance, the on-call employee shall call the appropriate Supervisor and request additional assistance.
G. If more assistance is required, possibly involving other job classifications, the appropriate Supervisor shall be called first.
H. The appropriate Supervisor shall be in charge of all on-call scheduling.

Section 6. Call Back Pay. Any employee called back to work will receive a minimum of six (6) hours of pay for work up to two and one half (2-1/2) hours of work. For work that is greater than two and one half (2-1/2) hours of work, the employee will receive time one and one half (1-1/2) pay. This change will be effective on the date the contract is signed.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

Section 1. Basic Work Period. The basic work period shall be forty (40) hours of work in a period of one (1) week, seven (7) consecutive days. However, forty (40) hours of work are not guaranteed in a workweek and the workweek or work hours may be reduced as provided in Article 16. An employee required to work in excess of forty (40) hours during said one week period shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all excess time so worked. Pay for unworked holidays or vacation hours shall be considered as hours worked for overtime calculation purposes. However, sick time, or other absences are not included as hours worked for purposes of overtime calculation. Except in the case of emergencies or unforeseen circumstances, there will be a minimum of eight (8) hours between scheduled shifts. Employees' regular work schedules shall not be changed to avoid the payment of overtime compensation.

Section 2. Days Off. When employees are working a forty (40) hour workweek schedule, days off will normally be consecutive, unless an employee is hired on and voluntarily agrees to an alternative schedule, or
unless an employee is working a reduced hours or workweek schedule.

Section 3. Overtime Equalization Posting. An overtime availability list will be posted quarterly for those staff members interested in voluntary overtime. To be considered for voluntary overtime the employee must sign up on the list ten (10) days prior to the start of the new quarter. Overtime within each classification shall be equalized to the extent practical for those who volunteer. A volunteer who declines to work overtime when needed shall be charged with the number of hours the employee could have worked for purposes of this section. Overtime equalization will be zeroed out quarterly and start over every three (3) months.

Through the meet and confer process, the Union and University agrees to develop a more simplified process.

Section 4. Pay Provisions During Emergency Closings. In the event that the Employer closes the campus for an emergency, all employees mandated to remain at work shall be compensated at one and one half times his/her hourly rate of pay beyond the announced closing time.

Section 5. Involuntary Overtime. Where the Employer determines that the required skill, ability, and qualifications to perform the available work are equal, involuntary overtime will be assigned on the basis of reverse seniority to the least senior staff member within each classification.

ARTICLE 6 – HOLIDAYS

The following days shall be observed as holidays and all offices are officially closed:

New Year's Day
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
Floating Holiday (University designates annually)
When a holiday falls on a Saturday or Sunday, the non-working day of observance will be the same day as for all other University employees. Employees must be at work or on an excused absence both on the day before and the day after the holiday to receive holiday pay. Part-time employees receive prorated holiday pay based on the usual number of hours worked per day. Temporary employees will not receive holiday pay.

Employees required to work on a holiday shall be paid for time worked on such holidays at one and one-half (1-1/2) times his/her hourly rate plus holiday pay. Part-time employees received prorated holiday pay based on the usual number of hours worked per day. Compensatory time off at the discretion of the University may be given in conjunction with the employee’s scheduled days off in lieu of holiday premium pay. Compensatory time off is on an hour-and-a-half for hour basis.

Additional Paid Days Off. Days off with pay, not listed above, may be granted to St. Catherine employees at the discretion of the Employer, but are not guaranteed. It is agreed that beginning June 1, 2010, if additional paid days off are awarded to the other employees of the University, including non-union employees, bargaining unit employees shall receive such paid days off to the same extent and on the same basis as non-bargaining unit employees.

**ARTICLE 7 – VACATION**

Vacation time accrues bi-weekly for employees based on the number of hours paid in the employee’s work week; not to exceed maximum annual accrual. Employees with FTE of .50-.99 FTE accrue prorated vacation benefits. Temporary employees, on-call employees and limited part-time employees at less than 0.50 FTE do not accrue vacation time.

From the date of hire through the first year of employment, full-time employees receive seven and one-half days of vacation each six months. This amounts to 15 days annually.

Vacation may not be used or paid until after the first six months of employment.
<table>
<thead>
<tr>
<th>Continuous Service Completed</th>
<th>Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>7.5 days</td>
</tr>
<tr>
<td>1 Year</td>
<td>15 days</td>
</tr>
<tr>
<td>2 Years</td>
<td>16 days</td>
</tr>
<tr>
<td>3 Years</td>
<td>17 days</td>
</tr>
<tr>
<td>4 Years</td>
<td>18 days</td>
</tr>
<tr>
<td>5 Years</td>
<td>19 days</td>
</tr>
<tr>
<td>6 Years</td>
<td>20 days</td>
</tr>
<tr>
<td>7 Years</td>
<td>21 days</td>
</tr>
<tr>
<td>8 Years</td>
<td>22 days</td>
</tr>
<tr>
<td>9 Years</td>
<td>23 days</td>
</tr>
<tr>
<td>10 Years</td>
<td>24 days</td>
</tr>
<tr>
<td>11 Years</td>
<td>25 days</td>
</tr>
</tbody>
</table>

After the first year of service, vacation will accrue at the rate of one additional day for each succeeding year of continuous service up to a maximum of 25 days (or 200 hours).

Employees may accumulate up to ten (10) days over the maximum number of days to which they are entitled in a year (based on anniversary date), if their work schedule does not permit them to take all of their vacation time in that year. Any vacation in excess of this amount is forfeited and does not accrue or carryover to the following year. Thus, vacation days should be scheduled in order to avoid losing them. Employees report vacation time used on their timecards. Paid holidays, which occur during an employee’s vacation, will not be considered vacation time taken.

All vacation time must be approved in advance by the employee’s supervisor so that work schedules may be arranged. The supervisor may consider the expected vacation accrual when approving a vacation. Supervisors are expected to schedule the vacation of their employees to maintain continuous and efficient service and effective workload. Senior employees shall be entitled to preference of vacation periods. Once an employee has his/her vacation period scheduled and approved, it can only be changed with the consent of the employee involved and the Employer.

Employees are paid for earned and unused vacation when leaving employment with the University. Except at termination, there is no pay in lieu of vacation. Employees are not allowed to borrow from future vacation time.
The Employer shall normally respond to employee(s) requests for vacation within five (5) working days of vacation request. If the Employer fails to respond within five (5) working days, the employee shall be granted the requested time off.

**Custodial Services Memo dated May 29, 2007.** The University and the Union agree through the meet and confer process, to update the Custodial Services Memo dated May 29, 2007.

**ARTICLE 8 – SICK LEAVE**

Section 1. Sick Leave. Sick leave benefits for regular full-time and regular part-time employees working a minimum of twenty (20) hours per week accrue on the basis of the number of hours in the employee's usual work week at the rate of up to one (1) day per month. Temporary employees do not accrue sick leave. Individuals may earn up to twelve (12) days per year. The maximum number of sick days any employee may earn is sixty (60). There is no pay for time earned in excess of sixty (60) days. An individual who remains unable to work after sixty (60) working days may be eligible for benefits under the long-term disability program.

Employees do not receive paid sick leave during the first three (3) months of employment, although days are earned during that time. Therefore, after the first three (3) months, the employee will have a balance of three (3) sick days available.

Sick leave is available for illness of the employee, or the child of an employee if covered under the State of Minnesota Sick Child Care Leave Law, or limited family members if the employee and family member qualify under federal Family Medical Leave Act. Employees covered under the Family Medical Leave Act and the Minnesota Sick Child Care Leave Law will follow the same policy and procedures as other University employees. Employees are not paid for accrued sick leave when leaving employment.

Employees who are ill or plan to utilize the sick leave benefit must call in each day they are unable to report to work. Calls are to be made to the supervisor or designee's telephone no later than thirty (30) minutes before the beginning of the normally scheduled shift. The University reserves the right to request a
health care provider’s statement/certification any time sick leave benefits are requested or used. Excessive, patterned or repeated absences or lateness, including sick leave, may result in disciplinary action up to and including termination. Any employee who is absent from work under the sick time policy will be reviewed if they are absent more than three times per quarter or six times per year; or the total days taken exceeds six, in a twelve month period of time. Employees have the right to union representation during review and disciplining for excessive leave.

ARTICLE 9 – HEALTH, DISABILITY, LIFE AND DENTAL INSURANCE AND FLEX BENEFITS

The employees covered by this Agreement (see definition in Article 1, Section 2) will have the same eligibility requirements, benefits and costs under these programs as those received by non-union hourly employees of the University. The University reserves the right to change the eligibility requirements, benefits and costs and such changes will become effective for Union employees covered by this Agreement at the same time they become effective for other non-union hourly employees.

ARTICLE 10 – RETIREMENT PLAN

Eligible employees covered by this Agreement will be able to participate in the defined contribution retirement plan and the tax sheltered annuity program(s) which are made available to other non-union hourly employees. The determination of the benefits to be provided under the plan shall be made by the University and the plan shall be amended from time to time at the sole discretion of the University. The benefits provided to employees covered by this Agreement shall be consistent with those provided to other non-union hourly paid employees.
ARTICLE 11 – LEAVE OF ABSENCE

Section 1. Request for Leave of Absence. Leaves of absence may be requested for personal reasons, such as child care; professional reasons, such as continuing education; or to fulfill military obligations. These leaves are subject to approval by the University. The availability and length of any leave of absence is at the sole discretion of the University.

Continuation of insurance benefits during a leave of absence may be available at the individual's expense. There is no accrual of vacation time or sick leave during a leave of absence.

Section 2. Bone Marrow Leave. Employees who work an average of twenty (20) hours per week qualify to have a paid leave of absence to undergo medical procedures to donate bone marrow. The combined length of leaves for this purpose may not exceed forty (40) hours. Verification by a physician of the purpose and length of leave may be required.

Section 3. School Conference and Activities Leave. Employees qualify to have up to a total of sixteen (16) hours during a school year granted for the purpose of attending school conferences and classroom activities of the employee’s child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When leave is requested, the employee is required to provide reasonable prior notice of the leave and make reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. Employees are permitted to use vacation time or other paid leave for this purpose.

Section 4. Parental Leave. Regular full-time employees and regular part-time employees who work an average of twenty (20) or more hours per week, who have been employed by the University for at least twelve (12) months, and who are natural or adoptive parents in connection with the birth or adoption of a child, are eligible for a leave of absence. This leave will not be paid unless the employee chooses to use his/her sick and/or vacation time. The length of time may not exceed six (6) weeks unless agreed to by the University and must begin within six (6) weeks after the birth or adoption.

Section 5. Other Leaves. Other leaves not listed in the Agreement will be as per the Employer policy.
ARTICLE 12 – JURY DUTY

Section 1. The University urges each employee to participate when called upon for jury duty or to testify as a witness. During these times, the University will continue the employee's normally scheduled pay less any amounts the employee may receive as pay for these activities.

Section 2. The University will allow a victim or witness who is subpoenaed or requested by the Prosecutor to attend court for the purpose of giving testimony reasonable time off without pay to attend criminal proceedings related to the victim's case. Employees should have the option of using accrued vacation to attend any proceedings.

ARTICLE 13 – FUNERAL LEAVE

Regular pay will be continued for employees not classified as temporary for an absence up to five (5) scheduled working days, including paid holidays for the deaths of those relatives listed in 1 through 4 below, and up to two (2) days for deaths of those relatives listed in 5 through 9:

1. Wife or husband
2. Mother or Father
3. Son or daughter
4. Sister or brother
5. Current household member
6. Grandmother or grandfather
7. Granddaughter or grandson
8. Daughter-in-law or son-in-law
9. Mother-in-law or father-in-law

Household member is an individual who has lived in the employee's home for at least one (1) year prior to their death. An employee may be asked to provide verification of address of the deceased. Employees will be allowed to use accrued, unused vacation time or unpaid time off to attend the funeral of an aunt or uncle. Employees may use accrued, unused vacation time or unpaid time off for other funerals if adequate coverage is available. When funerals are over 250 miles from the University, an additional day will be allowed for travel. Verification of the distance must be provided in order for the extra day to be paid.
ARTICLE 14 – GRIEVANCE AND ARBITRATION

Section 1. Any claim by the Union or employee relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled in accordance with the following procedures:

1. **Step One.** Within ten (10) days of the event giving rise to the grievance, the employee will informally discuss the grievance with the employee's immediate supervisor. The employee may request the presence of a steward during such discussion.

2. **Step Two.** If the grievance is not resolved at the time of the Step One informal discussion, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement and shall be submitted to the University's Human Resources department. The written grievance must be received by the University within twenty (20) calendar days following the date of the occurrence. A grievance relating to pay shall be timely if received by the University within twenty (20) calendar days after the pay day for the period during which the grievance occurred.

   Within ten (10) calendar days following receipt of the grievance by the University, representatives of the University and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

   The University shall submit a written reply to the grievance within ten (10) calendar days following the Step Two meeting.

3. **Step Three.** If the grievance is not resolved in Step Two, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the University within ten (10) calendar days following the date of the University written answer to the grievance.

   The University and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the
Federal Mediation and Conciliation Service. The parties shall alternatively eliminate names from the list with the party proceeding first to be determined by coin toss. The last name remaining on the list shall be the neutral arbitrator.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within twenty (20) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the University and the Union. The award of the arbitrator shall be final and binding upon the Union, the University and the individual employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE 15 – NO STRIKE OR LOCKOUT

There shall be no strikes, slowdowns, picketing, boycotts or interference with work of any kind whatsoever, including sympathy strikes, or any lockouts, during the term of this contract.
ARTICLE 16 – SENIORITY, LAYOFF AND HOURS REDUCTION

Section 1. Definition of Seniority. Seniority is defined as the most recent period of continuous service with the University.

Section 2. Layoff. In reducing the number of employees, the most junior employee in the classification being reduced shall be laid off where required skill, ability, and qualifications are currently equal. An employee who is laid off shall have the right to displace the most junior employee in another classification if the more senior employee presently has the required skill, ability, and qualifications to perform the duties of the new classification. The Employer will provide employees with a minimum of three (3) months’ notice prior to layoff.

Section 3. Job Posting. Vacancies in classifications or any building covered by this Agreement shall be posted on the bulletin board for seven (7) calendar days, with no more than three (3) total postings, within thirty (30) days of any opening or vacancy. The Employer agrees to communicate to the Union when situations prevent this from occurring. Such posting shall list the classification and qualifications, hours and days of work. Work location (building) need not be included in the posting as specific work assignments are subject to change. Employees may apply for the job posted who are in different classifications, or who have different days of work, or whose normal work schedule is a different shift from the posting. Applications must be received by the posted internal deadline to be given internal consideration.

Where qualifications to perform the work are considered equal, the senior applicant will be awarded the position provided there are no performance concerns. In the event the most senior eligible applicant is not awarded the position, the University will meet the Union representatives to discuss management’s position. The Employer’s decision will be subject to the grievance and arbitration procedure. Only non-probationary employees may apply for posted positions.

Applications received after the posted deadline may be considered with external applications based on qualifications and work performance, but the University is under no obligation once the internal deadline has passed.
If additional openings are created due to the selection of an internal applicant, the new opening need not be posted if there are only schedule changes and not a different classification. A list will be maintained of staff members interested in schedule changes. Schedule changes will be awarded to staff based on seniority, provided qualifications for the position are the same and there are not documented performance issues.

Section 4. Custodial Probationary Period. Probationary period - change of classification for custodial position only. In addition to the initial employment probationary period, any employee transferred or promoted to a different classification shall serve a new probationary period of thirty (30) calendar days in any new such classification. During this thirty (30) day probation period if it is determined by the University that the employee’s performance in the new classification is unsatisfactory, then the University shall return the employee to their former classification with no loss of seniority provided there is a position open or when a position becomes available. If the employee finds that the new position is not satisfactory, the employee may return to their former classification and seniority provided there is a position open or when a position becomes available.

Section 5. Reduction in Hours. In the event the Employer determines the need to reduce hours worked, the Employer shall ask for voluntary reductions. A voluntary reduction shall be allowed provided adequate qualified personnel are available. If additional reductions are necessary, the Employer may reduce an employee’s hours by up to eight (8) hours per pay period, to a maximum of one hundred twenty-eight (128) hours per fiscal year. Reduced hours will be allocated equally among employees in a classification. Employees working a reduced work week shall not suffer a loss/reduction in medical, dental, or life insurance benefits.

Section 6. Severance Pay. In the situation of a layoff, the University will provide severance pay according to the following chart:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Weeks of Severance Pay</th>
</tr>
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<tbody>
<tr>
<td>0 – 3</td>
<td>3</td>
</tr>
<tr>
<td>3 – 7</td>
<td>6</td>
</tr>
<tr>
<td>7+</td>
<td>9</td>
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ARTICLE 17 – DISCIPLINE AND DISCHARGE

Employees may be disciplined for just cause. The University agrees to the principles of progressive discipline, but nothing contained herein shall preclude the University from discharging an employee for cause, or bypassing any of the forms of discipline listed herein depending on the severity of the conduct for which the discipline is being imposed or the particular circumstances involved. The University will normally utilize the following forms of discipline, subject to the aforementioned:

1. **Verbal Reprimand.** Verbal reprimands shall normally be conducted in a confidential manner and not in the presence of other employees.

2. **Written Reprimand.** Written reprimands shall state the nature of the problem being addressed and state the corrective action necessary. A copy of the written reprimand shall be given to the employee with a copy sent to the Union office. Employees shall be allowed to respond to the written reprimand, which shall be included in the official file.

3. **Suspension.** In the event the University imposes a suspension as discipline, the Union shall be notified of the action.

4. **Discharge.** In the event the University discharges an employee for cause, the Union shall be notified of the action as soon as possible or practical.

ARTICLE 18 – PROBATIONARY PERIOD

The first ninety (90) calendar days of employment shall be a probationary period during which time an employee may be discharged with or without cause. An extension of sixty (60) days on an individual basis may be added if the University and Union meet and confer.
ARTICLE 19 – MISCELLANEOUS

Section 1. Scope of Agreement. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements, practices, or understandings of any kind.

Section 2. Schedule Changes. Except in the case of emergencies or unforeseen circumstances there shall be a minimum of twenty-one (21) days’ notice prior to summer and January schedule changes.

Section 3. Uniforms. Upon completion of probationary period, uniforms will be provided by the University. Five (5) shirts and five (5) pairs of pants will be issued to each full-time employee. Part-time employees shall receive three (3) shirts and three (3) pairs of pants. Other garments will be determined depending on the type of work performed. If there are problems with the uniforms or safety footwear, the Union and the University agree to resolve through meet and confer process.

Safety footwear will be provided to all employees on an as-needed basis as determined by the Employer. When receiving new footwear employees will turn in the old footwear. Other employees may be covered by this provision if it is determined by the Employer to be necessary because of safety requirements. Requests for accommodation should be submitted to Human Resources through the regular process.

Section 4. Prescription Safety Glasses. If safety glasses are required for the position, the University shall reimburse employees covered by this Agreement up to one hundred fifty dollars ($150.00) annually, for the purchase of one (1) pair of corrective safety eye glasses as needed annually, with supervisor’s approval.

Section 5. Labor and Management Committees.

A. A Labor Management Committee shall be established consisting of four (4) representatives designated by the Employer and four (4) employee representatives elected by the bargaining unit. One (1) Union representative may also attend the regular quarterly meetings. Additional representatives may be added or invited to attend as necessary, by mutual agreement of the parties.
B. The purpose of the Committee shall be to develop a better understanding between management and members of the bargaining unit, to assist in working out mutual work related issues and problems, and to facilitate communication between the parties.

C. The Committee shall meet as necessary and no less than quarterly. The agenda for the meetings shall be agreed upon by the Committee in advance of the meetings. Minutes will be kept and made available to representatives and management. Two (2) of the four (4) quarterly meetings each year shall be held during normal work hours and two (2) shall be held outside the normal work hours.

D. The Federal Mediation and Conciliation Services (FMCS) will provide whatever counsel and assistance is necessary to establish the outlined above process, including initial training. The initial training shall be scheduled so the one-half of the allotted time is during normal work hours and one-half of the allotted time is outside of normal work hours. Union representatives may attend the initial training sessions.

E. Representatives selected to serve on this Committee will be kept whole from loss of pay for regularly scheduled work hours lost because of serving on the Committee.

Section 6. Part-time Employees. Part-time employees will equal a total of six (6) FTE's over the classifications.

Section 7. Timecard Limits. Time entered on timecards will be rounded to the nearest 15 minutes before and after starting work. Pay will reflect time worked including overtime. Employees should not work overtime unless overtime has been approved by management.

Section 8. Snow Plowing. Snow plowing will be opened up to all Local 70 members.

A. All interested parties will be screened and trained by the Grounds Department.

B. All overtime for snow plowing will be offered to Grounds
Department first.

C. Size of crew will be limited by number of pieces of equipment operated.

D. Grounds Department will reserve the right to eliminate people from the snow plowing list based on their judgment.

E. Employee's pay will reflect their regular classification.

Section 9. Assignment Scope.

A. Job assignments will include delivery of equipment material, tools, etc. to site.

B. Custodians will be allowed to do minor repair such as furniture assembly, tightening of screws/bolts/nuts, etc. as long as it does not cause a reduction in trade personnel.

Section 10. Tuition Remission. Employees and their dependents will be eligible for tuition remission at the St. Catherine University at both the St. Paul and the Minneapolis campuses, and at the other colleges/universities per the current contracted agreements with other colleges/universities.

Section 11. Safety Committee. Safety Committee Meetings will supply the Union with reports on a quarterly basis.

**ARTICLE 20 – SUBCONTRACTING DURING WORK HOUR/WORKWEEK REDUCTION**

The Employer has the right to enter into contracts for the furnishing and purchasing of supplies and services. The Employer will notify the Union if purchased services are being considered or utilized at a time of work hour/workweek reduction, and will discuss the possibility of having employees whose hours are being reduced perform the work which might be or has been purchased from outside contractors. All notification to the Union shall mean IUOE Local 70 and shall be given in written form. If, in the course of subcontracting discussion, it is determined that the bargaining unit
currently has the skills, ability, qualifications, and available time, and the Employer has the necessary resources and equipment, the bargaining unit shall be awarded the work, provided there are no significant safety, liability, or cost issues.

ARTICLE 21 – TERM OF AGREEMENT

This Agreement will be in full force and effect from November 1, 2017, through and including October 31, 2020, and shall remain in full force and effect from year-to-year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to November 1 of any year thereafter of its intention to change, modify or terminate this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: St. Catherine University  

Patricia Pratt-Cook, Senior VP of Human Resources, Equity and Inclusion

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 Hurd, Steward

Gerald Beckman, Steward

Steven Forte, Steward
CUSTODIAL SERVICES MEMO

To: Union Contract Negotiation Committee

From: Scott Kurth, Manager of Custodial Services and Grounds Departments

Date: 5/29/07

Subject: Fall and Spring Turnaround Vacation "Black Outs"

Every academic year there are times when it is most important to the university to have its full staff at work. This could be for important events readiness, general appearance, and safety (cleaning for health) reasons. Specifically the time periods in question are relating to the fall and spring seasons.

At the end of the summer we need to clean all of the apartments and resident halls being vacated before the start of the new academic year starts. This is a tremendous task in a short period of time and we need all of the custodial staff present doing their fair share of the work to get it all done in a limited time frame. This always takes place during the last two weeks of August. We then require all of the staff to be present during the first week of September so that all of the campus looks it’s best for the opening first week of classes each year.

A very similar need takes place in the spring season. During the third week of May, it is usually the final week the university is open for the main academic year and it leads up to commencement ceremonies. We need all of our staff to make the campus look it’s best for those ceremonies for the students and their families. Then the last two weeks of May or first week of June we have to do a detailed cleaning of apartments and resident halls from students moving out at the end of the year or switching to a different summer housing location. As well as make ready for the early conference groups that rent out our resident rooms. This again is a tremendous amount of work during a very short period of time to accomplish these cleaning tasks.

During both of these blackout periods other work continues to come in, many furniture moves are accomplished, events take places, and daily work still needs to be done. We need the full resources of our department available during those time periods. They are marked off on the calendar in supervisor’s offices and will be posted for staff to see. All vacations requests during those time periods will be denied. If special circumstances arise where an employee feels they need the time off during those periods, they must fill out the request for time off explaining their situation and offer any reasonable documentation if available. Management will review those requests for consideration on an individual basis and grant time off as appropriate or where the need is significant.

All questions or concerns about this policy should be directed to your supervisor or manager.