AGREEMENT

between

ST. CATHERINE UNIVERSITY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION NO. 70

ENGINEERS UNIT

October 1, 2017 through September 30, 2020
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AGREEMENT

THIS AGREEMENT is made by and between the St. Catherine University of St. Paul, Minnesota, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local No. 70, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I – RECOGNITION

Section 1. The Union is recognized as the sole collective bargaining agency of the employees in the classifications hereinafter enumerated in Article 4 of the Agreement.

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

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

ARTICLE 2 – UNION SHOP AND CHECK-OFF

Section 1. Union Membership. All persons now employed or hereinafter employed by the 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. All deductions made hereunder shall be deducted from the paycheck of those employees who have filed with the Employer an individually signed authorization in conformity with the laws of the United States and regulations issued thereunder by the National Labor Relations Board. Dues and fees deducted from employee’s paycheck shall be sent to the Union monthly.

ARTICLE 3 – UNION VISITATION

Section 1. The properly authorized business representatives of the Union shall be permitted to visit the Employer’s premises during working hours to investigate matters covered by this Agreement. Said representatives shall notify the Trades Manager or his / her designee at (651) 690-8631 of the business representative’s intention to visit and must coordinate said visit to the Employer’s premises with that administrator prior to said visitation.

Section 2. Non-Discrimination. Employees covered by this Agreement shall not be discriminated against or discharged for giving information regarding alleged violations of this Agreement.
ARTICLE 4 – WAGES

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

<table>
<thead>
<tr>
<th></th>
<th>Effective 10/1/2017</th>
<th>Effective 10/1/2018</th>
<th>Effective 10/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman (Chief Engineer)</td>
<td>$34.72</td>
<td>$35.24</td>
<td>$35.94</td>
</tr>
<tr>
<td>Lead Maintenance Engineer</td>
<td>$31.63</td>
<td>$32.10</td>
<td>$32.74</td>
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<td>Maintenance Engineer</td>
<td>$30.10</td>
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<td>Journeyman Electrician</td>
<td>$31.63</td>
<td>$32.10</td>
<td>$32.74</td>
</tr>
</tbody>
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Effective October 1, 2018, and October 1, 2019, should the University provide a larger overall increase to other University employees, the University agrees to provide the same level of increase to the Engineers Unit.

Foreman: This position holds the Chief Engineer license and will serve as the Chief Engineer for the University. This position will be filled through a competitive interview process and will not be based on seniority.

Section 2. Any employee in any of the above enumerated classifications who, on the effective date of this Agreement, is receiving a higher rate of pay than the above minimum rate of pay specified for his / her classification, shall not have his / her rate of pay reduced during the life of this Agreement, so long as he / she retains the occupation in which he / she is presently receiving more than the above specified rate of pay.

Section 3. The Employer shall avoid, whenever possible, working an employee in an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) consecutive working days shall receive the rate of pay for the out-of-class assignment in a higher classification beginning on the sixteenth (16th) consecutive working day of such assignment. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.
Section 4. The Employer agrees not to reduce the present number of paydays.

Section 5. Shift Premium. A shift premium of seventy five cents ($0.75) per hour will be paid for all hours worked during the second shift and one dollar and twenty five cents ($1.25) per hour for all hours worked during the third shift. The shift premium will not be paid where an employee requests a schedule to include hours before 7:00 AM or after 7:00 PM, which would not have otherwise been assigned by the Employer.

ARTICLE 5 – HOURS

Section 1. Employees covered by this Agreement are normally scheduled to work eight (8) hours per day for five (5) consecutive days, making a forty (40) hour workweek; provided, however, the employer may employ no more than two (2) regular part-time employees to work no more than a total of thirty (30) hours per week as a bargaining unit member and perform duties as assigned.

A. These part-time employees will be given preference over outside candidates for full-time positions in the bargaining unit in the future, provided their performance has been satisfactory and they are qualified to perform the work.

B. In the event of a layoff, all part-time "less than forty (40) hours per week" employees will be laid off before any full-time employee is laid off in the bargaining unit.

Employees covered by this Agreement shall be paid premium pay according to the following schedule:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Over 8 hours worked in one day</td>
<td>1 ½ times regular rate</td>
</tr>
<tr>
<td>Over 40 hours worked in one week</td>
<td>1 ½ times regular rate</td>
</tr>
<tr>
<td>Over 12 hours worked in one day</td>
<td>2 times regular rate</td>
</tr>
<tr>
<td>6th consecutive day in one week*</td>
<td>1 ½ times regular rate</td>
</tr>
<tr>
<td>7th consecutive day in one week*</td>
<td>2 times regular rate</td>
</tr>
<tr>
<td>Holiday work</td>
<td>1 ½ times regular rate</td>
</tr>
</tbody>
</table>
Holiday pay is considered hours worked in calculating overtime; however, sick time, vacation time, or other absence is not included as hours worked for purpose of overtime calculation.

For the purpose of overtime computation, the work week now in effect shall be maintained.

* Call-Backs or Call-Ins are excluded from this and are covered in Section 2 of this Article.

Section 2. Call-Back or Call-In. Any employee covered by this Agreement, who, having completed his / her regular scheduled shift, is called back to work, shall receive a minimum of six (6) hours pay at the straight time hourly rate or time and one-half for all hours worked over eight (8) in one day or forty (40) in one week, whichever is greater.

Section 3. On-Call Status. The consecutive rotation and "on-call status" during the day would remain the same as currently scheduled. The implementation change would be that the Lead or Maintenance Engineer designated as "on-call" for the scheduled week would carry his / her phone and be available for call-ins starting on Monday at 3:30 pm and continuing through his / her "on-call week" until the following Monday morning when the new shift start occurs.

Nine (9) hours of "other pay" would be granted for the additional responsibility.

Also considered is the following:

1. If the Engineer or Lead scheduled as "on-call" was faced with a situation where additional assistance is needed, he / she would call one of the other Leads.

2. If more assistance where to be required, the Trades Manager would be called in.

3. If a scheduled individual wishes to trade or relinquish his / her week
of “on-call” to another eligible Engineer, then the change is to be approved by the Trades Manager. It is up to the scheduled Engineer to find someone to trade or cover the week.

4. If sickness, funeral leave or other situations beyond the control of the Engineer or Lead occurs, the Trades Manager would then be notified to fill in until rescheduling of the “on-call” responsibility is made.

Section 4. Overtime Equalization. Insofar as is reasonably possible, overtime shall be distributed equally among the employees in the respective classifications covered by this Agreement on an annual basis. Overtime will be offered to the most senior employee within the classification needed to perform the work, to the extent practical. Involuntary overtime will be assigned on the basis of reverse seniority, where practical. The Employer agrees to provide, upon request, a printout of hours paid other than normal.

Section 5. The bargaining unit members employed on a full-time basis shall be provided the first opportunity to work the regularly scheduled forty (40) hours week, and the employment of bargaining unit members on a part-time basis shall not be for the purpose of depriving a regular bargaining unit member of the opportunity of obtaining forty (40) hours employment in any one (1) calendar week.

Section 6. Work at Home. Employees who are not on-call and are requested by the Employer to work at home shall be compensated at their regular rate of pay or at an overtime rate as required by the contract. Employees so required to work will be paid a minimum of one (1) hour, or actual time, whichever is greater.

ARTICLE 6 – HOLIDAYS

Section 1. An employee covered by this Agreement and actually working on any of the following holidays: namely, New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, and Christmas Day, shall be paid for time worked on such holidays at one and one-half (1 1/2) times his / her regular hourly rate plus holiday pay. The employee shall designate an
additional holiday for each employee with at least three (3) weeks' notice to the Employer. Employees not required to work on above holidays shall be paid eight (8) hours pay at their regular hourly rate of pay.

Section 2. Additional Paid Days Off. Days off with, 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, 2011, 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 an non-bargaining unit employees.

ARTICLE 7 – VACATIONS

Vacation time accrued 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 .50 FTE do not accrue vacation time.

From the date of hire through the first year of employment, full-time employees receive 7.5 days of vacation each six months. This amounts to 15 days annually.

Vacation may not be used or paid until after the first six (6) months of employment.

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 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.

**ARTICLE 8 - SICK LEAVE**

**Section 1.** An employee covered by this Agreement shall be entitled to twelve (12) days sick leave during the twelve (12) months of employment with the Employer subsequent to June 1 of the Contract year. An employee to receive compensation for time lost because of sickness shall submit to the Employer satisfactory proof, including a licensed health care practitioner’s certificate, if needed, of illness of sufficient seriousness as to prevent the employee from performing his / her work. Sick leave shall be earned at the rate of one (1) day for each month worked and to a total of accumulated sick leave not to exceed sixty (60) working days.

**Section 2.** In addition to time off for personal illness, individuals covered by this Agreement may use accrued sick leave to stay at home when certain family members are ill. Employees covered by this bargaining agreement will follow the same policy and procedures as other University employees covered under the Family and Medical Leave Act provisions. As with a personal illness, the University reserves the right to request a licensed health care
practitioner's statement when sick time is used for this purpose.
Section 3. Employees using accrued sick leave benefits for personal or family illness must call in each day that they are unable to report to work.

ARTICLE 9 - GROUP INSURANCE

Section 1. The Employer will make available to employees covered by this Agreement the group medical insurance plan or plans, which are available to all other employees of the Employers. The cost to the employee, if any, for employee coverage and for dependent coverage, if elected, shall be the same as is charged to any other employee of the Employer who is enrolled in the same plan. Any premiums paid by the employee for group medical insurance coverage shall be paid through pre-FICA salary reduction. In the event the Union establishes a Health and Welfare plan, the Employer agrees to discuss application of said plan with the Union. If new University health plan includes retirees, future retired Union members will be included. Union will discuss with University when and if this takes place.

Section 2. All employees covered by this Agreement may participate in the group total disability insurance plan provided by the Employer at the Employer's expense.

Section 3. The Employer shall provide term life insurance to each employee at the rate of one and one-half (1-1/2) times annual salary to a maximum amount of fifty thousand dollars ($50,000). Supplemental life insurance will be made available to those covered by this Agreement as it is to all other employees of the Employer, at the employee’s expense.

Section 4. The Employer shall provide a group dental insurance plan for employees and dependents. Eligibility for participation in the plan will be based on the requirements of the plan. The Employer shall contribute the same amount toward the premium cost for individual dental coverage for employees covered by this Agreement as it contributes for all other employees. Premiums for dependent dental coverage, if elected, shall be paid at the same rate as for all other employees.
ARTICLE 10 – PENSION

Section 1. The Employer shall pay monthly commencing with the payments effective September 1, 1982, into the Central Pension Fund of the International Union of Operating Engineers and participating Employers the amounts shown below for all hours paid to the Employee by all employees covered by this agreement. Said payments shall be made in accordance with the rules and regulations as adopted by the Trustees of said Fund. It is covenanted by said Trustees that said Fund and contributions thereto have been approved by the Internal Revenue Bureau and that said Fund and its operations is being operated in accord with applicable federal and state statutes and regulations.

<table>
<thead>
<tr>
<th>Date</th>
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</tr>
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<tbody>
<tr>
<td>October 1, 2016</td>
<td>$4.89</td>
</tr>
</tbody>
</table>

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

Section 3. The Employer designates as his Employer representatives of said Fund Trustees as they are now named in said Agreement and Declaration of Trust, together with their successors selected in the manner provided in said Trust Agreement as that document now exists or may be amended from time to time.

ARTICLE 11 – TUITION REMISSION

The Employer shall provide tuition remission benefits to employees covered by this Agreement and their eligible dependents consistent with the terms and conditions of the ACTC tuition remission policy, as it may be amended from time to time.
ARTICLE 12 – GRIEVANCE AND ARBITRATION

Section 1. Any claim by the Union of 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:

A. **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.

B. **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.

C. **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’s 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 provision of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provision 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.

D. 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 13 – 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 14 – SENIORITY

Section 1. The principles of seniority rights for employees covered under this Agreement apply to work assignment, promotion, and layoffs where the qualifications are equal. Article 7 also includes vacation scheduling or selecting.

Section 2. In case of sickness or accident to any employee, it is agreed that such employee shall be reinstated as soon as he / she is able to resume work in his / her former capacity.

Section 3. The first ninety (90) 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 the Union meet and confer.

ARTICLE 15 – JURY PAY

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

ARTICLE 16 – LEAVE OF ABSENCE

If an employee requests a leave of absence for a period longer than seven (7) days but less than six (6) months, the leave may be granted by the Employer. If the leave does not qualify as a Family and Medical Leave Act (FMLA) leave, accumulation of seniority will cease during the leave and the employee shall not be entitled to any of the benefits of this Agreement. The Employer will notify the Union of any approved Leaves of Absence beyond a period of seven (7) days.
ARTICLE 17 – FUNERAL LEAVE

Regular pay will be continued for employees for an absence of up to five (5) days for deaths of those relatives listed in 1 through 3 below, and up to two (2) days for deaths of those relatives listed in 4 through 9:

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

When funerals are over two hundred and fifty (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 18 – 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 not in conflict with this Agreement; 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.
ARTICLE 19 – HEALTH AND SAFETY

No employee will be forced to perform a job that is harmful to his / her physical health.

The safety and health of employees and students is one of the University’s greatest concerns. The University complies with the Federal Occupational Safety and Health Act of 1970 (OSHA), and all other applicable regulations. Therefore, every employee is expected to work in a safe manner and is responsible for working cooperatively with all constituents of the University in order to maintain a safe work place. Employees shall work to identify, report, and eliminate unsafe conditions that can cause unnecessary injuries and accidents.

ARTICLE 20 – UNIFORMS AND TOOLS

Section 1. All employees covered by this Agreement will be required to wear uniforms as provided while on duty. The Employer will provide uniforms free of charge as follows: five (5) sets (shirt and slacks) upon completion of probationary period; three (3) sets annually thereafter; one (1) pair of safety footwear every two years or as needed. Uniforms will be issued each January. Employees will maintain the uniforms in a neat and clean condition. If for any reason an employee does not have a uniform suitable for wearing between the dates of the new uniform issue, the employee will be required to purchase as many uniforms as necessary at the employee’s expense. A working jacket will be provided to the Maintenance Engineers and Electricians and replaced by the Employer as needed. The Employer will reimburse employees covered by this Agreement for up to three hundred dollars ($300.00) per year for the purchase of one (1) pair of corrective safety eyeglasses (or as needed with the approval of the Trades Manager) per year.

Section 2. The Employer will replace worn out or broken hand tools which are required by the employees in the performance of their duties, provided the employee turns in to the Employer the tool to be replaced.
ARTICLE 21 – LENGTH OF AGREEMENT

This Agreement, which supersedes any and all previous agreements shall be in full force and effect from October 1, 2017, to and including the thirtieth (30th) day of September, 2020, 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.
IN WITNESS THEREOF, the parties hereto have signed this Agreement,

For: St. Catherine University

Patricia Pratt-Cook, SVP for 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

Steve Rufsholm, Steward

1 - 18 - 18
Date:

2 - 1 - 2018
Date:
LETTER OF AGREEMENT

St. Catherine University (Engineer Unit), hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

Article 20 – Uniforms and Tools: New Language
Section 1. Effective 10/15/2018, all employees covered by this Agreement will be required to wear uniforms as provided while on duty. The Employer will provide uniforms free of charge as follows: five (5) sets (shirt and slacks). Upon completion of the employee’s probationary period, an additional three (3) sets (shirts and slacks) will provided for a total of eight (8). Safety footwear will be provided through a voucher system and will not be reimbursed directly to the employee.

Employees will maintain their uniforms in a neat and clean condition, if the issued uniforms become excessively soiled or torn, the employee shall turn them in for replacements.

All non-probationary employees shall have and maintain eight (8) sets of shirts and slacks at all times. A working jacket will be provided to the Maintenance Engineers and Electricians and replaced by the Employer as needed. The Employer will reimburse employees covered by this Agreement for up to three hundred dollars ($300.00) per year for the purchase of one (1) pair of corrective safety eyeglasses (or as needed with the approval of the Trades Manager) per year.

For: St. Catherine University

[Signature]

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

[Signature]

David Monsour, Business Manager

Drew Brodehn, Business Representative

Robert Sorensen, Union Steward

10/26/2018

26 Oct 18

Date:

Date: