Labor Agreement

College of St. Scholastica, Inc.,
Employer

and

International Union of Operating Engineers,
Local No. 70,
Affiliated With the American Federation of Labor,
Union

Engineers ("Inside") Bargaining Unit

July 1, 2015 – June 30, 2020
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Letters of Understanding
LABOR AGREEMENT

July 1, 2015- June 30, 2020

ENGINEERS LABOR AGREEMENT
THE COLLEGE OF ST. SCHOLASTICA

THIS AGREEMENT is made and entered into this 27th day of September 2016, to be effective as of
July 1, 2015 by and between COLLEGE OF ST. SCHOLASTICA, INC., referred to as the "Employer,"
party of the first part, and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO.
70, affiliated with the American Federation of Labor, being hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, The employees have elected to bargain collectively with the Employer and for said
purpose a majority of said employees has chosen the Union to bargain collectively with the Employer in
behalf of all the employees of the Employer described in Section 1 of Article I hereof, for wages, hours
and working conditions.

NOW, THEREFORE, For the purpose of carrying out the intentions of the parties, IT IS
MUTUALLY AGREED as follows:

ARTICLE I.

Section 1. Recognition. The Employer recognizes the Union as the exclusive bargaining
representative for all employees of the Employer at the College of St. Scholastica at Duluth, Minnesota,
employed as electricians or engaged in the operation of steam boilers, diesel engines, refrigeration devices
and HVAC systems, and maintenance of same and any power developing machines. The term
"employees" as used herein shall be deemed to include such employees engaged in work at said
institutions, and no others. The Employer agrees to inform the employees in the Benedictine Health
Center that they are not to perform functions in the Benedictine Health Center which are the responsibility
of the operating engineers unit.

Section 2. The Employer shall not enter into any agreement with the employees coming under the
jurisdiction of this contract, either individually or collectively, which in any way conflicts with the terms
and provisions of this contract.

Section 3. EEO/AA. The Employer and the Union fully support the policy of providing equal
opportunity to all employees and applicants for employment in accordance with all applicable Equal
Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local
governing bodies or agencies thereof. This includes, but is not limited to, ensuring that all employees and
applicants for employment will not be discriminated against or harassed because of race, color, creed,
religion, national origin, sex, genetic information, sexual orientation, disability, age, marital status, status
with regard to public assistance, local commission status, or union affiliation.

ARTICLE II.

Union Security

Section 1. All persons now employed or hereinafter employed by the Employer thirty-one (31) days
from the date of their employment, and coming under the jurisdiction of this Agreement shall 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. If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within ten (10) days of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed twenty-one (21) days. The Union shall indemnify and save the Employer harmless from any claims of an employee so terminated.

Section 3. The Employer 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 Employer 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 Employer 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. The Union shall indemnify and save the Employer harmless from any claims resulting from the deductions.

Section 4. Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee's name, address, work classification and date of hiring.

Section 5. The provisions of section II.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 II.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.

Section 6. Union on Premises. The authorized representatives of the Union are hereby granted the full right to enter the Employer's plant when on Union business, at such time and in such manner, however, as not to materially interfere with the Employer's business. Upon arrival on the Employer's premises, or earlier, the Union representative shall telephone the facilities services director's office (218-723-6717) to give notice of the arrival.

Section 7. Strikes by Other Unions. In the event a strike against the Employer is called by another A.F.L.-C.I.O. Union, the Union agrees to petition the striking union for permission to operate the equipment to the extent necessary for the protection of the Employer's physical properties from permanent injury. The Union further agrees to assist the Employer in bringing about the peaceful settlement of such strikes on the condition that the Employer will not require the employees covered by this contract to pass through picket lines formed by the striking union or unions for any other reason than those specified herein.

Section 8. No-Strike Provision. During the term of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), stoppages of work, or slowdowns of work by the Union, any of its members, or any employees covered by this contract. The Union, its officers, agents, representatives, and members, shall not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strike, stoppage of work, or slowdown of work, or ratify, condone, or lend support to any such conduct or action. During the term of this Agreement the Employer shall not lock out employees covered by this Agreement.
Section 9. Interest Arbitration. Upon the expiration of this contract, if the parties are unable to agree to the terms of a new contract, there shall be no strikes (economic, unfair labor practice, or otherwise), stoppages of work, or slowdowns of work by the Union, any of its members, or any employees covered by this contract, and there shall be no lock-out by the Employer. In lieu of such measures, all unresolved contract issues shall be referred to binding arbitration. The Employer shall appoint an arbitrator, and the Union shall appoint an arbitrator, and the two designated arbitrators shall select a third arbitrator. In the event the two designated arbitrators are unable to agree upon a third arbitrator, either party may petition the Federal Mediation and Conciliation Service to nominate a suggested list of individuals to serve as the third arbitrator, such list to be seven in number. By a flip of a coin the two designated arbitrators shall decide which of them shall have the right to first strike a name from the list. The two designated arbitrators shall then proceed alternately to strike names from the list and the last name remaining on the list shall automatically become the third arbitrator with full authority to issue a binding decision on any and all issues in dispute including the formulation of the terms and conditions of a new contract to take the place of the expiring contract. If this section is one of the unresolved contract issues, the panel of arbitrators may, in its discretion, delete this entire section or continue it without modification for one additional contract term beginning upon expiration of this contract. Each party shall be responsible for compensating the arbitrator of its choice, and the parties shall share equally in the compensation paid to the third arbitrator. The parties recognize that arbitrators are not ordinarily given the power to add to or vary from the parties' written contract. In this case, however, the parties expect the arbitration panel to supply agreement and language of agreement in a new contract in those areas where the parties themselves have been unable to come to express agreement.

Section 10. Probation. All employees employed after the execution of this contract will have a probation status for the first sixty (60) calendar days of employment. During such period the Employer shall determine the fitness and ability of any such new employee for the job for which he/she has been employed. During such sixty (60) day period the Employer may discharge such probationary employee without cause and without the same constituting a breach of this contract or grounds for the filing of a grievance hereunder.

ARTICLE III.

Management

Except as limited by the provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested in the Employer. This provision shall include, but is not limited to, the right to hire, to determine quality and quantity of work performed, to determine the number of employees to be employed, to lay off employees, to assign and delegate work, to enter into contracts for the furnishing and purchasing of supplies and services, to maintain and improve efficiency, to require observance of Employer rules, regulations, and other policies, to discipline or discharge employees for cause, to schedule work and to determine the number of hours to be worked, to determine the methods and equipment to be utilized and the types of services to be provided, and to change, modify or discontinue existing methods of service and equipment to be used or provided.

In no event, however, shall this designation of management rights override the terms of this Agreement, and if there be conflict in terms, the language of the contract shall govern over the designation of management rights.
ARTICLE IV.

Grievance and Arbitration

Section 1. Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance procedure herein set forth. A grievance may be initiated by a unit member, the Union or the Employer.

Section 2. The following steps shall be taken to settle the grievance:

Step 1: Conference between the aggrieved employee, a representative of the Union, if the employee wishes to have a representative present, and employee's immediate supervisor.

Step 2: Conference between a Union representative, the aggrieved employee, and the department head or his/her designated representative.

Step 3: Conference between a Union representative, the aggrieved employee and the appropriate person in Human Resources. The employee's immediate supervisor and the department head may be present at this conference if they so desire.

Section 3. At Step 1 a grievance may be presented at an informal meeting with management or in writing. Any grievance carried to Step 2 or beyond must be presented in writing.

Section 4. Upon being presented with a grievance at Step 1, the responding party shall have fifteen (15) business days in which to render a response, which may be oral or written. A business day is defined as Monday through Friday, excluding holidays or vacation. The aggrieved party shall then have fifteen (15) business days from the date of receipt of said response in which to give written notice to the responding party of the intent to submit the grievance to Step 2, if the aggrieved party desires to carry the grievance forward. This notice shall contain a brief written statement of the grievance.

The Step 2 conference shall be held within fifteen (15) business days of receipt of said notice. The responding party shall then have fifteen (15) business days from the date of the Step 2 conference in which to render a response, which may be oral or written.

The aggrieved party shall have fifteen (15) business days from receipt of the Step 2 response in which to give written notice to the responding party of the intent to submit the grievance to Step 3, if the aggrieved party desires to carry the grievance forward.

The Step 3 conference shall be held within fifteen (15) business days of receipt of said notice. The responding party shall then have fifteen (15) business days from the date of the Step 3 conference in which to render a response, which shall be written.

Section 5. Arbitration. If the aggrieved party desires to carry the grievance forward beyond Step 3 of the grievance procedure, the aggrieved party shall have fifteen (15) business days from receipt of the Step 3 response in which to give written notice to the responding party of the intention to submit the grievance to arbitration. Within fifteen (15) business days after receipt of this notice the Federal Mediation and Conciliation Service shall be called upon to submit a panel of at least five (5) neutral arbitrators. The arbitrator shall be selected from this panel immediately upon receipt of the panel at the request of the Union or the Employer, by alternately striking names, the first strike to be by the Employer; the last remaining name shall be the arbitrator.
The arbitrator shall not add to, subtract from or vary the terms of this Agreement. All decisions must be rendered in accordance with the language of this Agreement or written interpretations pertaining thereto signed by the parties to this Agreement or their representatives.

The decision of the arbitrator shall be final and binding on the Union, the Employer, and any employee affected in any grievance so settled.

The neutral arbitrator’s fees and expenses, together with the cost of any hearing room, shall be borne equally by the parties. All other cost and expense shall be borne by the party incurring them.

Section 6. Except as provided in Article V, Section 3, no grievance other than wage claims shall be presented which is based on facts or events which have occurred more than ten (10) business days before the grievance is presented. A grievance based on a wage claim shall be presented within fifteen (15) business days of the receipt of the check reflecting the complaint.

Section 7. Any grievance which the aggrieved party does not carry forward within the prescribed time limits shall automatically be closed on the basis of the last disposition, unless the parties have agreed to an extension of time. There shall be no extension of the prescribed time limits except by mutual written agreement of the Employer, and the Union or the employee.

Section 8. Refusal of either party to submit to or appear at grievance conferences at any stage shall result in a loss of the grievance by default of the party so absent.

Section 9. If the Employer places a written reprimand in an employee’s file, the Employer shall give the employee a copy of it and shall allow the employee to file a written rebuttal to be kept in the file with the reprimand.

ARTICLE V.

Discharge and Termination

Section 1. Resignation of Employee. Employees covered by this contract electing to resign shall be required to give the Employer two (2) weeks’ notice and shall continue in the Employer’s service during such period.

Section 2. Discharge by Employer. The Employer electing to terminate, for just and sufficient reasons, the service of employees covered by this contract regularly employed, shall give such employees two (2) weeks’ notice, or in lieu thereof, the Employer may pay the employee two (2) weeks advance salary and immediately terminate the employment of the employee, provided that neither two (2) weeks’ notice nor two (2) weeks pay shall be required in the case of discharge while on probation or for the following:

- bringing drugs onto the Employer’s premises; consuming them or selling them during work hours or while on the Employer’s premises; or reporting for duty under their influence;
- intoxication, drinking while on duty or reporting for work under the influence of alcohol;
- dishonesty;
- willful violation of any reasonable direction, rule, or order of which the employee is advised and which does not conflict with any previous ruling;
- disorderly conduct such as fighting.
- theft;
• intentional destruction of property;
• assault or battery;
• serious or repeated sexual harassment

Section 3. Notice of Discharge. The Employer shall not discharge any employee covered by this contract without just cause. Any employee charged with any offense causing discharge shall be informed of such offense in writing at the time of discharge and a copy thereof mailed to the Union. The Union or the employee may protest such discharge within ten (10) calendar days of the employee's receipt of the discharge notification. Unless protest is made within such ten (10) calendar day period, no claim shall be made by the Union or the employee that said discharge was unjustified and no claim shall be made for reinstatement or for lost time on account thereof. Any employee who protests promptly within the time limitation set out herein, and whose discharge is later found to be without just cause shall be reinstated and paid for all time lost, except for any suspension the arbitrator deems just, if any. Any claims for discharge are subject to the grievance and arbitration section of this contract.

Section 4. Handguns and Firearms. No employee shall use or possess a handgun or firearm while on duty, while on Employer property, or while in an Employer vehicle. It shall not be a violation of this policy to possess a handgun or firearm in the locked trunk or locked compartment of the employee's vehicle parked or driven in an Employer parking area.

Section 5. Illegal Drugs and Alcohol.

a) Policy. No employee shall use, sell, solicit, possess, or transfer illegal drugs or alcohol while working or while on any Employer premises (including parking lots). No employee shall report to or be at work under the influence of illegal drugs or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of illegal drugs or alcohol. It shall not be considered a violation of this policy:

• To transfer alcohol in containers with unbroken seals from one employee vehicle to another employee vehicle when the alcohol is a gift or was purchased by one of the employees as an accommodation for the other employee;

• To legally store alcohol in a personal vehicle; or,

• To possess or consume alcohol provided by the Employer at an Employer function such as a reception or picnic.

b) Testing. The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act (the "Act"); provided, however, that:

• The College includes its non-bargaining unit employees (excluding faculty) in the testing policy.

• Supervisors with authority to make "reasonable suspicion" determinations shall be trained in how to do so.
Employees who voluntarily come forward in good faith to disclose a drug or alcohol problem in order to seek help shall not be subject to testing at that time on that basis alone. By voluntarily coming forward, the employee does not prejudice any treatment assistance he or she may be entitled to under law, the health insurance plan, or the EAP program.

There shall be no random testing.

Before requesting or requiring an employee to undergo drug or alcohol testing, the Employer shall provide the employee with copy of its drug and alcohol testing policy and provide the employee with an opportunity to read the policy.

An employee has the right to refuse to undergo drug or alcohol testing. An employee who refuses to be tested or whose behavior prevents meaningful completion of testing shall be subject to discharge or other disciplinary action in accordance with this contract. If an employee refused to undergo drug or alcohol testing, no test shall be administered.

Prior to promulgation of its drug and alcohol testing policy, the Employer shall submit the policy to the Union for review. The Union reserves the right to object within thirty (30) days of receipt to any provision in the policy that is contrary to the Act or to this section of this contract. The parties shall negotiate over any such provision to cure the problem.

The Employer shall maintain strict compliance with the Act’s confidentiality provisions.

After a first positive test, the Employer may conduct random testing during and after rehabilitation to the fullest extent permitted by law. A second or subsequent positive test for either drugs or alcohol shall result in discharge only if there are six (6) or fewer years between these two dates: (a) the date the sample was drawn for the latest positive test, and (b) the date the sample was drawn for the most recent prior positive test for drugs or alcohol. All documents pertaining to a positive test more than six (6) years old shall be removed from the employee’s personnel file and kept in the employee’s confidential medical file.

Time spent participating in testing shall be paid time, unless the test is positive.

Section 6. Fitness for Duty Examinations. The Employer shall have the right, at its expense and on paid time, to require an employee to undergo a physical or mental examination to determine the employee’s fitness for duty. The Employer shall invoke this right (1) only if there are reasonable grounds to question the employee’s fitness for duty; and (2) only after obtaining the Union’s consent to the examination, which consent shall not be unreasonably withheld. The employee shall sign whatever releases or authorizations the physician may require to permit the physician to report to the Employer all findings as to the employee’s fitness for duty.

ARTICLE VI.

Seniority

Section 1. The regular employees shall hold seniority rights and where reductions are made in the crew, the last person hired shall be the first laid off. The Employer electing to lay off an employee shall give the employee two (2) weeks’ notice, or in lieu thereof, the Employer may pay the employee two (2) weeks advance salary and immediately lay off the employee. Neither two (2) weeks’ notice nor two (2) weeks pay shall be required in cases of layoffs due to emergencies or acts of God.
Section 2. Any employees who are absent due to injury, sickness or personal illness, shall retain full seniority rights to work in their former job classifications for a period of time equaling such employee's length of service with the Employer, not to exceed, however, six months of continuous absence. However, the Employer is willing to look at possible extensions on an individual basis. The Employer may require certification by a physician as to the employee's ability to resume his/her former duties.

Section 3. On all new job openings the Employer and the Union office shall confer in advance regarding the nature of the position, and such new job openings shall be posted in advance giving a description and salary schedule of the job in order that employees be intelligently apprised of openings for which they may wish to bid.

Section 4. No employee shall, by reason of seniority, be entitled to employment in a position requiring a special license, training or qualification unless such employee is licensed, trained or qualified therefore.

Section 5. An employee's seniority for any purpose shall be broken and terminated by:

a) Voluntarily quitting employment.
b) Discharge for cause.
c) Failing within one (1) calendar week to report for work after layoff upon receipt of notice by registered mail, certified mail, or personal service.
d) Employment by any other Employer during a medical leave of absence.
e) Layoff which continues for more than two (2) years.
f) Failure to apply for re-employment within the statutory limitation after honorable discharge from any military service.
g) Retirement.

Section 6. Employees promoted to a higher position shall be given a trial period of sixty (60) calendar days for a bargaining unit position, or sixty (60) days worked for a position outside of the bargaining unit. Within the trial period the employee may be transferred, at the discretion of either the Employer or the employee, back to his or her previous position without loss of status.

ARTICLE VII.

Sick Leave, Vacations and Employee Benefits

Section 1. Sick Leave. In case of disability due to illness and/or injury, all employees, including those on probation, shall be entitled to sick leave within the limitations herein provided. Employees may earn one (1) day's sick leave with full pay for each complete month of employment until the employee has accumulated sixty-six (66) days of sick leave. Sixty-six (66) days shall be the maximum amount of sick leave that can be accumulated by any employee. Prompt notice shall be given the Employer when absence from work is due to illness and/or injury if sick leave is to be granted therefore and a physician's certificate shall be furnished to the Employer if requested. In any case in which the Employer requests a physician's written statement, the cost of the office call to obtain such a statement shall be paid by the Employer if the physician's statement confirms that the employee was in fact ill as claimed during the period of absence from work, and the cost of the office call shall be paid by the employee if the physician's statement does not confirm that the employee was ill as claimed during the period of absence from work.
The Employer recognizes that in many cases, particularly those involving short-term illness, it is not practical to obtain such a certificate. Accordingly, and in the ordinary case of a short-term illness the Employer will not require a physician's written statement and will accept as made in good faith an employee's statement that such employee was, in fact, ill or injured and therefore unable to work on his/her scheduled day. At the same time both the Employer and the Union recognize that such a system is open to abuse, and it is therefore agreed that abuse of sick leave, claiming sick leave when an employee is not, in fact, ill or injured to a point of inability to work as scheduled, is a serious breach justifying disciplinary action, including discharge, in the discretion of the Employer, subject to the right of the employee to invoke the grievance procedure to contest discipline deemed unwarranted.

An employee may use sick leave for absence due to a serious illness or injury of his/her spouse when the employee’s presence is required. The employee must notify the supervisor in the same manner as for employee illness which is not later than the time he/she is expected to be at work. Depending on the circumstances, the employee may be required to obtain a physician's statement indicating that the employee’s presence is required and submit it to the supervisor. If the illness or medical condition exceeds three days, the employee must contact Human Resources to determine if eligible for FMLA leave.

Sick leave taken for durations of less than 8 hours (full day) will be calculated on an hourly basis and employees will be allowed to be reimbursed for sick leave periods of less than 8 hours. Sick leave may be used for employee medical doctor appointments and dental appointments.

The Employer shall provide to the employee written notice of the employee's accumulated sick leave on each bi-weekly pay check statement.

An employee who applies for and qualifies for a leave under the Family and Medical Leave Act for his or her spouse’s, child’s, or parent’s serious health condition, or to care for a covered service member with a serious injury or illness, may use his or her accrued sick leave to cover some or all of the absence, unless it is a situation in which the Employer would not normally provide sick leave.

Section 2. Vacations. All employees covered by this contract shall receive a vacation allowance as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Vacation Allowance</th>
<th>Days Accrued by End of Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 years</td>
<td>7.33 hours/month</td>
<td>11</td>
</tr>
<tr>
<td>6-10 years</td>
<td>10.67 hours/month</td>
<td>16</td>
</tr>
<tr>
<td>11 or more years</td>
<td>14.00 hours/month</td>
<td>21</td>
</tr>
</tbody>
</table>

b) All vacation allowances shall be computed upon the straight time rate for the individual qualified for such vacation.

c) Starting date for vacation allowance accruals is the employee's most recent hire date of continuous service with the Employer. During the first month of employment, vacation increments are prorated according to the number of days worked that month. For all other months, an employee must work the full month to accrue the full amount of vacation increments. A vacation increment is not considered earned until a work month is completed.

d) New employees are eligible to use accrued vacation leave upon completion of probation.

e) Vacation leave may not be taken in advance of the time it is accrued.
f) Prior to May 1 of each year employees shall post their vacation preference in order of seniority. The vacation schedule shall be posted by May 1 of each calendar year. Vacation requests of five or less working days can be submitted at any time with a 72-hour advance notice.

g) Probationary employees are able to accrue vacation hours, but are not able to take them during such period nor are eligible for payment of such hours should termination occur.

h) Part-time employees accrue vacation leave increments in proportion to the percentage of time worked. Temporary or casual employees do not accrue vacation leave increments.

i) Accumulated vacation time in excess of one hundred and sixty-eight hours will be cashed out promptly after ratification of the contract negotiated in 2016. Unused vacation time in excess of two hundred and twenty-five (225) hours as of July 1, 2017 shall be forfeited. Unused vacation time in excess of two hundred and eight (208) hours as of July 1, 2018 shall be forfeited. Commencing on July 1, 2019, and on every July 1st thereafter, unused vacation time in excess of one hundred and sixty-eight (168) hours shall be forfeited.

Section 3. Holidays.

a) The following days will be observed as the minimum number of holidays and will be paid to all regular employees as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve (one-half day)

These holidays will be observed and paid for as such in accordance with the Statutes of the State of Minnesota defining observance of holidays. Probationary employees are eligible for these paid holidays.

If and when the President of the College, in his or her discretion grants hours off work in the summer or in the Christmas season to non-bargaining unit employees, the bargaining unit employees shall be granted the same hours off work.

b) If an employee is not required to work on any of the above days, such employee shall receive eight (8) hours of pay at his/her regular full-time rate for the occupation for which he/she is ordinarily scheduled.

c) If an employee is required to work on said holiday, such employee shall receive eight (8) hours holiday pay at the regular rate for the occupation for which he/she is scheduled, and shall in addition receive one and one-half (1 1/2) times his/her regular rate for the occupation at which he/she is working on that date for all hours worked during such holiday.
If a casual engineer is employed to work on a holiday, such engineer shall be paid time and one-half for all hours worked on such holiday; but need not be given an additional compensatory day off, nor shall a casual engineer receive any other fringe benefits under this Agreement, except overtime and shift differential.

d) Overtime payment shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provisions; provided, however, that when one of the above designated holidays occurs on any day for which overtime would not otherwise be paid, the hours worked on such holiday shall be counted as hours worked in determining overtime.

Section 4. Funeral Leave. Regular full-time employees will be granted a leave with pay up to a maximum of three (3) days to attend the funeral of a member of such employee's immediate family. For the purposes of this contract, immediate family is defined to be for the purposes of paid funeral leave, parent, step-parent, spouse, child, step-child, sibling, grandparent, grandchild, spouse's parent or step-parent. Unpaid funeral leave up to a maximum of three days may be requested to attend the funeral of the spouse's grandparents, brothers-in-law or sisters-in-law.

Section 5. Welfare. The Employer shall purchase and maintain for each full-time employee covered by this contract, actively engaged in work for the Employer, and shall continue to maintain until the end of the calendar month in which said employee ceases such active work for the Employer, the following benefits:

a) Life Insurance. Coverage shall begin on the first day of the month following sixty days of employment. The life insurance policy shall be upon the life of the employee in the sum of $50,000 ($100,000 in case of accidental death), which life insurance policy shall be payable to such beneficiaries as may be designated by the employee.

b) Hospital/Medical Insurance. The Employer shall make available to the employees coverage under the Employer's Preferred One PPO group health insurance plan. Coverage shall begin on the first day of the month following sixty (60) days of employment. The Employer shall pay 88% of the monthly premium for single coverage and the employee shall pay 12%. The Employer reserves the right to self-insure or to change insurance carriers. Those employees electing family coverage shall pay $310 per month in addition to the payment the employee must make towards the cost of single coverage. Employees contributing towards the cost of single or family coverage shall make the necessary arrangements with the Employer and shall pay in advance each month such sum as may be required from the employee under this Agreement, or shall authorize the Employer in writing to deduct the same from his or her wages. A change from any offered plan may be made only once a year, and then during the appropriate enrollment period. Employees terminating service with the Employer shall have the right to continue to carry medical insurance at their own expense in accordance with the rights conferred upon them under the laws of the State of Minnesota or applicable federal law. An employee choosing not to take any coverage at all in the group health insurance plan shall be paid $100 per month. Employees may participate in the Employer's Medical Spending Account and Dependent Childcare Account (flex plan), which allows for certain eligible expenses, such as deductibles, to be made on a pre-tax basis. If the Employer chooses to grant a health insurance "premium holiday" to its non-contract personnel, the employees covered by this Agreement shall participate on the same terms and conditions as the non-contract personnel.
Effective January 1, 2017, the foregoing paragraph of this section 5(b) will be replaced in its entirety by the following: The Employer shall make available to the employees coverage under one or the other of two (2) group health insurance plans offered to non-contract employees, an HSA plan and an 80/20 PPO plan. The employee may choose which plan, if any, he or she participates in. The employee’s share of the premium shall be the same as in effect from time to time for non-contract employees.

c) **Disability Insurance.** Coverage shall begin on the first day of the month following sixty (60) days of employment. Three months of disability shall be required before benefits are payable. Benefits shall be payable at the rate of 60% of basic pay to the Social Security normal retirement age. The Employer shall pay 100% of the premium.

d) **Dental Insurance.** Employees may participate in the Employer’s group dental plan at their own expense. Enrollment may take place only during the open enrollment period.

e) **Wellness Plan.** Effective January 1, 2017, if the Employer offers a wellness plan to non-contract employees, employees in the bargaining unit may participate in the plan on the same basis as the non-contract employees.

Section 6. Retirement Plan. Contributions by the Employer to the retirement plan will begin on the first of the month following the employee attaining a one-year anniversary date and twenty-one (21) years of age. As a condition of employment, each employee shall contribute three percent (3%) of the employee’s gross earnings per month. The employer may contribute additional amounts as allowed by law. The Employer shall contribute eight percent (8%) of the employee’s gross earnings per month.

All Employer and employee contributions made under this section shall be made to a retirement plan administered by the Teachers Insurance Annuity Association-College Retirement Equities Fund. Employees shall receive quarterly reports provided by the managing agency of the retirement plan.

Section 7. Tuition Remission. Regular full-time employees will be granted a 100% tuition remission of the effective tuition at the College of St. Scholastica. This applies to those employees who are active members of the International Union of Operating Engineers, Local No. 70. Tuition remission at the same percentage is also granted to the employee’s spouse and children. The employee, spouse and children must comply with the College of St. Scholastica Tuition Remission Policy for regular hourly employees as in effect from time to time.

Section 8. Committee. A Labor Management Committee shall be formed and meet on a periodic basis.

Section 9. Jury Duty. As a matter of good citizenship, employees are expected to serve when called upon for jury duty or witness service. Absence for jury duty or witness service when in answer to a subpoena or other court order will not be charged to vacation time. The Employer will pay the employee for time served on jury duty up to a maximum of eight weeks. However, the employee shall turn in to the Payroll Office the per diem portion, less direct expenses, of the payment received from the Court. If jury duty or witness service does not require the full work day, the employee is expected to report to work for the remainder of the day.

Section 10. Safety Glasses. The Employer shall contribute $100.00 per employee every two contract years towards the cost of prescription safety glasses upon furnishing proof of purchase.
**Section 11. Training.** An employee may apply in advance to the Employer for reimbursement of training expenses if the proposed training would benefit the employee's performance of his or her current position. If the Employer, in its sole discretion, approves some or all of the request, the Employer shall reimburse the expense upon the employee's successful completion of the training.

**Section 12. Safety Boots.** If the Employer requires an employee to wear safety boots, the Employer shall reimburse the employee up to $300 every two (2) contract years towards the cost of the boots, upon receipt of proof of purchase. If a required pair of safety boots is ruined in an on-the-job accident, the Employer shall reimburse the employee for the cost of replacement, upon receipt of proof purchase.

**ARTICLE VIII.**

**Hours and Wages**

**Section 1.** The progressive time in service wage schedule for the classifications covered by this contract in the respective years are as shown in the tabulation below.

<table>
<thead>
<tr>
<th>Position</th>
<th>Effective 7/1/2015</th>
<th>Effective 7/1/2016</th>
<th>Effective 7/1/2017</th>
<th>Effective 7/1/2018</th>
<th>Effective 7/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60 days 100%</td>
<td>$27.64</td>
<td>$28.33</td>
<td>$29.04</td>
<td>$29.77</td>
<td>$30.51</td>
</tr>
<tr>
<td>90%</td>
<td>$24.40</td>
<td>$25.01</td>
<td>$25.63</td>
<td>$26.28</td>
<td>$26.93</td>
</tr>
<tr>
<td>Energy Technician</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60 days 100%</td>
<td>$27.11</td>
<td>$27.79</td>
<td>$28.48</td>
<td>$29.19</td>
<td>$29.92</td>
</tr>
<tr>
<td>90%</td>
<td>$24.40</td>
<td>$25.01</td>
<td>$25.63</td>
<td>$26.28</td>
<td>$26.93</td>
</tr>
<tr>
<td>Master Electrician</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60 days 100%</td>
<td>$30.49</td>
<td>$31.92</td>
<td>$32.88</td>
<td>$33.86</td>
<td>$34.88</td>
</tr>
<tr>
<td>90%</td>
<td>$27.44</td>
<td>$28.73</td>
<td>$29.59</td>
<td>$30.48</td>
<td>$31.39</td>
</tr>
<tr>
<td>Watch Engineers/ Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60 days 100%</td>
<td>$25.73</td>
<td>$26.37</td>
<td>$27.03</td>
<td>$27.71</td>
<td>$28.40</td>
</tr>
<tr>
<td>90%</td>
<td>$23.16</td>
<td>$23.74</td>
<td>$24.33</td>
<td>$24.94</td>
<td>$25.56</td>
</tr>
</tbody>
</table>

NOTE: The 7/1/2016 increase for the Master Electrician included, in addition to the percentage increase, a one-time market increase of $0.50.

An individual transferring from the Outside Group into the Engineers Group will start at the 90% level of the classification he/she enters. If an employee voluntarily transfers from one job within this bargaining unit to another higher paying position within this bargaining unit, he/she transfers in at the same step as he/she is currently classified and shall progress thereafter according to the schedule of the new position.

In the case of an involuntary transfer, if the new position has a lower rate of pay, he/she will retain his/her current rate until the scale of the new position exceeds his/her current rate. Also in the case of an involuntary transfer, if the new position has a higher rate of pay, he/she will receive the rate at the step of his/her current position and shall progress thereafter according to the schedule of the new position. If the number of steps in the new position is different than the number of steps in the current position, the step schedule of the new position takes precedence.

A voluntary transfer into a lower paying position shall entitle the employee only to the step pay of the new position.
An employee, other than a Master Electrician, having a journeyman electrician license shall be paid a premium of twenty-five cents ($0.25) per hour, whether or not the employee’s job classification requires the license.

Section 2. Specified Hours and Working Week. Eight (8) consecutive hours shall constitute a regular day’s work and forty (40) hours shall constitute a regular work week. Any time worked in excess of the foregoing provision shall constitute overtime and shall be paid for at the rate of time and one-half. The Employer will not change work schedules to avoid the payment of overtime. Paid sick, paid vacation and paid holidays are included as regular work hours for the payment of overtime.

If an employee performs the duties of a higher-paid classification with the written pre-approval of the Employer, the employee shall receive the rate of pay of such higher-paid classification for all hours worked in that classification as authorized in the written pre-approval.

Section 3. Call Time. Any employee called back to work after he/she has left the plant shall be paid a minimum of four (4) hours pay at the overtime rate. On the other hand, an employee who is called in to commence a shift earlier than the regular hour (as distinguished from an individual called back to work after he/she has left the Employer’s premises, and then upon completion of the work being sent back home) shall not be guaranteed call-in pay for the hours worked before the commencement of his/her shift. Such employee shall not be required to leave work early on a day he/she is called in early, but shall have the right to work to the conclusion of his/her regular shift time. There shall be no split shifts.

Section 4. Premium Pay. Any full time employee who is assigned to work a full shift (8 hours), which shift shall start at or after 1:30 P.M. and terminate at or before 7:00 A.M. shall receive a premium of thirty-one cents (31) per hour for all hours worked during such shift. The same basic premium of thirty-one cents (31) only or the appropriate proportion thereof, will be paid for overtime worked by such employees following this scheduled termination of such premium shift.

Section 5. Definitions.

a) Part-time employee is defined as a regular employee working less than eight hours per day and/or not more than thirty-two hours per week.

b) Temporary employee is defined as an employee hired for a specific, identified period of time, not to exceed ninety calendar days, unless an extension is mutually agreed upon with the Union.

Section 6. The Employer agrees that a licensed engineer shall be on duty whenever required by law on account of the operation of any steam boilers, refrigerating or any power making machinery.

Section 7. It is mutually agreed that the chief engineer shall be responsible for the care and operation of the power plant, and, with the approval of the Employer, the chief engineer shall be empowered to select his/her assistants, and where there is sufficient evidence that there is just and reasonable cause for dismissal of any of his/her assistants, his/her recommendation shall be given due weight.

Section 8. In addition to such other duties as may be assigned by the Employer, the Master Electrician shall provide all training and technical work direction to all individuals within the Facilities department who perform electrical work, as required by state and local codes. The Master Electrician shall also obtain permits for electrical work done “in house” as required by state and local codes.
ARTICLE IX.

Termination

Section 1. Any federal or state laws which supersede any part of this contract shall not void any conditions of this contract which are not in conflict with such laws.

Section 2. The terms and provisions of this contract as to all matters shall be effective on July 1, 2015, and this contract shall continue in full force and effect to June 30, 2020, inclusive, and from year to year thereafter unless either party shall give to the other party written notice sixty (60) days prior to any anniversary date that said party requests re-opening of the contract for changes, alterations, amendments or revisions therein. In the event either party serve such written notice upon the other, the parties through their representatives shall meet forthwith to discuss the written request so made.

COLLEGE OF ST. SCHOLASTICA, INC.    INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 70

By  Colette Grang
President

By  President

Recording Secretary

Business Manager

Negotiator

Shop Steward

15
Letters of Understanding

Signed July 8, 16, and 22, 2013

Re: Martin Luther King, Jr. day; personal holidays; hours off work granted by President; vacation accrual – DELETED in 2016

Signed June 28, 2007

Re: giving notice to BHC – STILL IN EFFECT – SEE ATTACHED – EXCEPT THE BENEDICTINE BENEVOLENT ASSOCIATION IS NO LONGER CONSIDERED TO BE A SIGNATORY