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

"Outside" Bargaining Unit

January 01, 2017 – December 31, 2021
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LABOR AGREEMENT

January 1, 2017–December 31, 2021

OUTSIDE EMPLOYEES CONTRACT
THE COLLEGE OF ST. SCHOLASTICA

THIS AGREEMENT is made and entered into this 15th day of December, 2016, to be effective as of January 1, 2017 by and between COLLEGE OF ST. SCHOLASTICA, INC., referred to as the "Employer," 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 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. Purpose. The employees, hereinafter described, having by election chosen to bargain collectively through the Union with the Employer, it is the intent of the parties hereto, therefore, to set forth the basic agreement between them for the term hereof, covering the rates of pay, wages, hours and working conditions to be observed and kept between the parties hereto for the employees covered by the terms of this contract.

Section 2. Recognition. The Employer recognizes the Union as the exclusive bargaining representative for employees of the College of St. Scholastica located in Duluth, Minnesota, doing the work of, and covered by this Agreement, and employed in the positions of Vehicle and Grounds Maintenance, Buildings and Grounds Maintenance, Janitor, Laborer, Carpenter, Painter, Locksmith, and Runner/Errand/Delivery Person. When used herein, the term "employee" or "employees" shall mean only those persons employed in said positions.

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, sexual orientation, disability, age, genetic information, 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 Article 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, including any substitute who may be designated by the Executive Board, are 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 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 five 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, retirement 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 the Union, the Employer, or a unit member who has contacted the Union about the issue.

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 the 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. If within fifteen (15) business days after receipt of this notice the parties cannot agree on the designation of a neutral arbitrator, then the Federal Mediation and Conciliation Service shall be called upon to submit a panel of 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 striking four names, the first strike to be by the Employer; the fifth 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 filed or presented which is based on facts or events which have occurred more than ten (10) business days before the
grievance is filed. A grievance based on a wage claim shall be filed or 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 illegal 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 a 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. Every employee covered by the terms of this contract shall have seniority herein from the date of his/her original hire, subject to his/her sixty (60) calendar day probationary period, unless such seniority is broken for reasons herein specified; such seniority shall apply only to layoffs, rehiring and filling of vacancies in jobs covered by the terms of this Agreement. Seniority shall be by job classification, and the last person hired in each classification shall be the first person laid off.

Section 2. Seniority plus the competence/qualifications to perform the work required for the job in question shall govern all employees covered by the Agreement in all promotions between classifications covered by the Agreement.

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 and 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 two (2) calendar weeks 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. All employees promoted to a higher position will be given a thirty (30) calendar day probation period. If any employee is disqualified, he/she will be allowed to return to his/her previous position. All employees promoted to a non-contract position will be allowed 60 calendar days to return to their previous position. During that same time, the Employer may require the employee to return to his/her previous position.

Section 7. When shortage of work necessitates the need to lay off employees, all temporary employees will be laid off first. In the event of a reduction in the number of regular employees on a job classification, the regular employee having the least seniority in that department shall be laid off first. Permanent employees will not be laid off, if at the time of lay-off and/or during lay-off, work normally performed by the qualified employee is being performed by other employees. Employees shall be recalled from lay-off in reverse order of lay-off.

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 (five hundred and twenty-eight (528) hours) of sick leave. Sixty-six (66) days (five hundred and twenty-eight (528) hours) 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 therefor 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, such as 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.

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 for 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 Medical Leave Act (FMLA) for his or her spouse's, child's or parent's serious health condition, or to care for a covered servicemember 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.

a) All full-time employees covered by this contract shall receive a vacation allowance as follows:

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<th>Length of Continuous Service</th>
<th>Vacation Allowance</th>
<th>Days Accrued by End of Year</th>
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<tr>
<td>1 - 5 years</td>
<td>7.34 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>14.0 hours/month</td>
<td>21</td>
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b) All vacation allowances shall be computed upon the straight time rate for the individual qualified for such vacation.

c) Starting date for vacation 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 April 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 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 January 1, 2018 shall be forfeited. Unused vacation time in excess of two hundred and eight (208) hours as of January 1, 2019 shall be forfeited. Commencing on January 1, 2020, and on every January 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 Day
   Good Friday
   Memorial Day
   Independence Day
   Labor Day
   Thanksgiving Day
Day following 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.

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 previously 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, the employee's spouse, siblings, children, parents, grandparents, grandchildren, stepchildren, stepparents, spouse's parents or stepparents. Unpaid funeral leave of the same number of 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 for all new full-time employees 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 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:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Single</th>
<th>Single + 1</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective 1/1/2017</td>
<td>15%</td>
<td>20%</td>
<td>25%</td>
</tr>
<tr>
<td>Effective 1/1/2018</td>
<td>16%</td>
<td>21%</td>
<td>26%</td>
</tr>
<tr>
<td>Effective 1/1/2019</td>
<td>17%</td>
<td>22%</td>
<td>27%</td>
</tr>
</tbody>
</table>
c) **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.

d) **Disability Insurance.** Coverage for all new employees 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.

e) **Wellness Plan.** Effective January 1, 2018, 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. The Employer’s contribution shall be 5% of the employee’s gross earnings per month. In addition, the employee may contribute up to 3% of the employee’s gross earnings per month and, if the employee does so, the Employer shall match the employee’s contribution. The employee may contribute additional unmatched amounts as allowed by law.

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 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 will 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. "Witness service" shall not include serving as a witness in one's own private suit where the employee is either a plaintiff or a defendant, such as divorce, custody, or personal injury cases. The Employer will pay the employee for scheduled work hours missed during time served on jury duty up to a maximum of eight weeks. If an employee normally scheduled for second or third shift on weekdays is called for jury duty, that employee will be moved to day shift on those weekdays for the duration of jury duty. If jury duty or witness service does not require the full workday, the employee is expected to report to work for the remainder of the day.

Section 10. **Leaves of Absence.** An unpaid leave of absence may, at the discretion of the Employer, be granted without prejudice to seniority, when employees have good and sufficient reason. The employee shall arrange for the Union to communicate its consent to the Employer. Such leave of absence shall not exceed six (6) months; provided, however, that no leave of absence will be granted, or if granted, shall be terminated when an employee seeks employment with some other Employer. The Employer is willing to discuss possible extensions of up to six additional months on an individual-by-individual basis. The employee may continue participation in the
Employer’s group health insurance plan during the leave at his or her expense by making arrangements with the Employer for timely payment of the monthly premium.

Section 11. Safety Glasses. The employer shall contribute $100 per employee every two contract years toward the cost of prescription safety glasses upon furnishing proof of purchase.

Section 12. Safety Boots. In 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 of purchase.

Section 13. Winter Work Clothes. As soon as practical after ratification of the contract negotiated in 2016, the Employer shall purchase for each Vehicle & Grounds employee and each Janitor employee one (1) Carhartt work coverall, or one (1) Carhartt work bib and one (1) Carhartt work jacket, suitable for outdoor winter work. The Employer shall make the same one-time purchase for each Vehicle & Grounds employee and each Janitor employee hired thereafter. Also as soon as practical after ratification of the contract negotiated in 2016, the Employer shall purchase for each such employee, and each such new hire thereafter, one (1) pair of clip-on or strap-on boot or shoe cleats suitable for working on outdoor winter ground conditions. The employee shall be responsible for the repair, cleaning, and upkeep of the work clothes and cleats.

Section 14. Painter Work Clothes. As soon as practical after ratification of the contract negotiated in 2016, the Employer shall purchase for each Painter employee two (2) sets of painter pants and shirts. The Employer shall make the same one-time purchases for each Painter employee hired thereafter. The employee shall be responsible for the repair, cleaning, and upkeep of the work clothes.

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.

Duties may be added to the job classification of General Maintenance, Vehicle and Grounds, during the term of this Agreement.

<table>
<thead>
<tr>
<th>Time and Service Schedule</th>
<th>Effective 1/1/17</th>
<th>Effective 1/1/18</th>
<th>Effective 1/1/19</th>
<th>Effective 1/1/20</th>
<th>Effective 1/1/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle &amp; Grounds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>start</td>
<td>80%</td>
<td>$15.48</td>
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<td>$16.11</td>
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<tr>
<td>completion of probation</td>
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<td>$19.74</td>
<td>$20.13</td>
<td>$20.64</td>
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<tr>
<td>General Maintenance</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Janitor</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>start</td>
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<td>$14.73</td>
<td>$15.02</td>
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<tr>
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<td>$18.41</td>
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<td>$19.25</td>
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<tr>
<td>General Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter, Painter,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Carpenter/Painter,</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter/Locksmith</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start</td>
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<td>$21.16*</td>
<td>$21.58</td>
<td>$22.01</td>
<td>$22.57</td>
</tr>
<tr>
<td>completion of probation</td>
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<td>$26.33*</td>
<td>$26.86</td>
<td>$27.39</td>
<td>$28.08</td>
</tr>
</tbody>
</table>
*Includes a one-time $0.50/hr. adjustment 1/1/2017.

The Employer shall have the discretion to designate which carpenter(s) shall also perform locksmith duties and to require that any or all of the carpenters be trained in locksmith duties.

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.

Existing bargaining unit employees shall assist in orienting new employees.

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 workweek. 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. Paid sick, paid vacation, and paid holidays are included as regular work hours for the payment of overtime. There shall be no split shifts except for a reasonable lunch period. The Employer will not change work schedules to avoid 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.

Overtime shall be offered in a listing starting with the most senior employee and then working down the list until the need is satisfied. The next time overtime is needed, the list shall start where it ended and the next employee on the list shall be offered it until the need is satisfied. If an employee turns down overtime, they shall go to the bottom of the list as if they had worked it. This section shall apply only when the need for overtime was known two (2) full shifts or more in advance.

Section 3. Call Time. Any employee called back to work after he/she has left the Employer's premises shall be paid a minimum of two (2) hours pay at the overtime rate. If the employee is required to work more than two (2) hours, the employee shall receive pay at the overtime rate for the period worked. The Employer agrees that the employee will be called back only for specific purposes and the employee will be assigned only to the accomplishment of those purposes during a call-back period.

Section 4. On-Call System. The Employer may choose to establish an on-call system whereby one (1) or more employees designated by the Employer are scheduled to be on stand-by while otherwise off-duty and off-premises in order to respond to a call-in from the Employer on short notice. If the Employer establishes such a system, the Employer and the Union shall negotiate over the compensation for such scheduled on-call hours and over other mandatory subjects of bargaining relevant to the new system.
Section 5. 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 9:00 A.M., shall receive a premium of fifty-one (51) cents per hour for all hours worked during such shift.

The same basic premium of fifty-one (51) cents, or the appropriate proportion thereof, will be paid for overtime worked by such employees following the scheduled termination of such premium shift.

Section 6. 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.

The wage rate and step schedule for the position hired shall apply. Vacation, holiday and sick leave benefits are prorated based on hours worked. Retirement plan benefits, as defined in this contract, are available to those working more than 1,000 hours per year. Hospital/medical insurance, life insurance and disability insurance are not available.

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.

The wage rate and step schedule for the position hired shall apply. There are no vacation, holiday, sick leave, hospital/medical insurance, life insurance, disability insurance or retirement plan benefits.

Section 7. Snow Shoveling Premium. Each winter season (defined as May 1st of one year to April 30th of the next year), the Employer will keep records on when Vehicle & Grounds employees and Janitor employees are notified (either directly or via the snow removal hotline, which employees are required to check) to come to work on unscheduled time for snow removal, and whether the employee complied. As soon as practicable after each May first commencing May 1, 2017, each such employee will be paid a lump sum of $300 for compliance during the preceding winter season of eighty percent (80%) or better. Noncompliance due to a scheduled vacation will not be counted, but all other noncompliances will be counted regardless of reason. The employee must be employed by the Employer on the May first to be eligible for a payment for the preceding winter season. A Vehicle & Grounds employee or Janitor employee hired after the winter season is underway will be evaluated and paid on a pro rata basis. The 2016-2017 winter season will be evaluated and paid on a pro rate basis based on a time frame of January 1, 2017 to April 30, 2017. This Section shall automatically expire one day before this Agreement expires.

Section 8. Locksmith. An employee occupying the job classification of general maintenance carpenter/locksmith or locksmith may choose to register with the state of Minnesota as an unlicensed individual doing electrical work, in order that he or she may maintain the electronic locking devices and other entrance and exit devices on campus. The Employer shall reimburse the employee for the registration fee (and for renewal fees) upon proof that the employee has paid the state of Minnesota. Nothing contained in this paragraph shall limit the Employer’s “discretion to designate which carpenter(s) shall also perform locksmith duties and to require that any or all of the carpenters be trained in locksmith duties” as set forth in Article VIII, Section 1.

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 January 1, 2017, and this contract shall continue in full force and effect to December 31, 2021, 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.

By: __________________________
Colette McCarrick Geary, Ph.D., President

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

By: __________________________
President

______________________________
Business Manager

______________________________
Recording Secretary

______________________________
Business Agent

Jeffrey Anderson, Steward

Stephen Maio, Steward

Joshua Corrigan, Negotiator
Letters of Understanding

None