ARTICLES OF AGREEMENT

Between

UNIVERSITY OF ST. THOMAS
(Employer)

and

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

Duration
January 1, 2019 to December 31, 2023
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ARTICLES OF AGREEMENT

UNIVERSITY OF ST. THOMAS
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70, AFL-CIO

THIS AGREEMENT is made by and between the University of St. Thomas of St. Paul, Minnesota, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local No. 70, AFL-CIO, and both parties agree to be bound by the terms and provisions covering wages and working conditions as specified.

ARTICLE ONE
Recognition

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

Section 2 In order to assure the securing of the mutual benefits intended to be derived by the parties hereto under these Articles of Agreement, the Employer agrees that the classifications listed in Article Five, Section 1, unless otherwise specified and agreed upon, shall have the responsibility for the operation and maintenance of steam engines, steam boilers, refrigerating machines, electrical engines, or any machine that may displace the steam engine, irrespective of its motive power.

In addition, these classifications mentioned above, unless otherwise agreed upon, shall be responsible on the St. Paul and Minneapolis Campuses for the maintenance and operation of HVAC, plumbing and associated controls including but not limited to University-owned air conditioning and refrigeration units (except that future purchases of residential properties in St. Paul not used to house offices, or student/faculty housing may not be included), humidifiers and dehumidifiers, air compressors and pneumatic systems and their related units, steam and hydronic and forced air heating systems, domestic hot and cold water systems including return lines and drain or waste lines and their related items, plumbing repairs of all types, clothes washers and dryers both: commercial and residential, vacuum systems, cooling towers, fan units both supply and return, exhaust units, scrubbers, dampers, dishwashers, stoves and ranges, water softeners, and the maintenance of swimming pools.

Employees covered by this Agreement shall be responsible for the daily operating function of the computerized Energy Management System where it applies to the
mechanical maintenance program, but not the management utilization function of
the system.

Problems related to electrical components of the systems covered by this section
are not part of the work to be performed by members of this Union. Once
identified, these electrical problems must be corrected by a properly licensed
individual and uncorrected problems must be referred to the Director of Facilities
Maintenance. For equipment with electrical functions, Maintenance Engineers
will be limited to working with equipment as follows: low voltage equipment and
any equipment which can be unplugged from a receptacle, but will not be
permitted to disconnect equipment which is hard wired above 110-120 volts, but
will be expected to trouble-shoot equipment covered in this Contract.

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

articletwo
Union Shop and Check-Off

Section 1
The Employer shall have the right to choose any person as a new employee. All
persons now employed and all new employees coming within the classifications
under this Agreement, after thirty-one (31) days of employment shall become and
remain members in good standing of the International Union of Operating
Engineers, Local No. 70, AFL-CIO, or alternatively shall pay the portion of a
standard initiation fee dues and assessments that are uniformly applied to all
members relating to the Union's representation function.

Section 2
If the employee does not continue membership in good standing as per Section 1
of this Article, the Union will advise the Employer that such employee is not in
compliance with Section 1 of this Article and will demand that such employee be
discharged. Upon receipt of the written request from the Union's Business
Manager and/or Financial Secretary to discharge an employee for failure to
comply with Section 1 of this Article, it shall be the obligation of the Employer to
discharge such employee within fifteen (15) days after receipt of such notice.

Section 3
Upon written authorization of an employee, the Employer agrees to deduct from
the pay of all employees covered by this Agreement: initiation fees and monthly
dues, and to submit them to the Union monthly. The amount of said initiation fee
and said dues shall be uniform and notice of these amounts shall be given to the
University by the Union in writing.
Section 4  The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that is taken by the Employer for the purpose of complying with the provisions of this Article. Errors made by the Employer in the deduction and/or remittance of money will not be considered a violation of the Agreement by the Union, provided the Employer corrects the error after the Union notifies the Employer, in writing, of the error.

Section 5  The Employer recognizes the right of the Union to designate from among the employees of the establishment concerned a Shop Steward to handle such Union business as may from time to time be delegated to the Shop Steward by the Union Executive Board pertaining to employment relations at that establishment.

ARTICLE THREE
Union Visitation

Section 1  The Union representative shall be permitted to visit the Employer's premises during working hours to investigate matters covered by this Agreement. The properly authorized business representative shall notify the Associate Vice President of Facilities of his/her intention to visit and must coordinate his/her visit to the Employer's premises with the Associate Vice President of Facilities prior to said visitation.

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

ARTICLE FOUR
Special Conditions

Section 1  The Employer agrees, if a Bargaining Unit employee is required to wear a standard uniform selected by the Employer as a condition of his/her employment, such uniforms shall be furnished by the Employer free of charge as follows: five (5) sets upon hire; and thereafter, an annual combination of skirts and/or trousers of up to a combined total of ten (10) items per year. All shirt and trouser replacements must be pre-approved by the Director of Facilities Maintenance and the replaced items must be returned to the University. The uniform shall consist of shirt and pants made of one hundred percent (100%) cotton, safety shoes and coveralls (or at the option of the employee, a jacket with liner in place of the coveralls). After completion of the probationary period, each employee shall
receive a uniform purchase allowance of up to $300 per contract year to be used for the purchase of approved coveralls, jacket with liner, belts and/or safety shoes or orthotics for safety shoes. All purchases must be through the University, except for orthotics, for which the employee shall submit a detailed invoice for reimbursement. Each employee shall be expected to maintain his/her uniform in a neat and clean condition at all times.

Section 2

Employer agrees to pay, upon the successful completion, for job-related license fees and the annual license renewal fees. Employer will also pay for job-related local training seminars and courses for which prior approval was received. Employee must submit proper documentation of successful completion of and/or attendance at each training course for which reimbursement is sought.

Section 3

For the first two years of the Agreement, Employer agrees to contribute to the Union one hundred and four dollars ($104.00) per year for each full-time employee covered by this Agreement. The number and status of employees shall be determined by the University as of the first day of January each year. The Union agrees that this contribution will be used to assist Local 70 in funding the International Union of Operating Engineers Training and Education Center located in Crosby, Texas ("Center") and in funding the travel costs for employees who attend training at the Center. The Union agrees that the employees covered by this Agreement will have access to the trainings offered at the Center and related travel benefits. The Union will invoice the Employer for this payment prior to January 15 each year and the Employer will pay the invoice no later than January 31 of each year. Employees who wish to attend a training at the Center must seek approval from the Employer and the Union. Approval by the Employer is at the Employer’s sole discretion. In any year after the first two years of this Agreement, if the Employer determines that the Employer and the employees are not receiving sufficient benefit from the training opportunities offered by the Center, the Employer may cancel its obligations under this Article Four, Section 3 by providing written notice to the Union through its assigned business agent. Such notice of cancellation shall not impact any other provision of this Agreement and is not a breach of the Agreement. If the Employer does not provide such notice of cancellation prior to the payment due date (January 31), the Employer shall pay the invoice for the year.

Section 4

Employer will provide all tools required to perform the functions listed in Article One, Section 2; broken tools will be replaced when damaged tool(s) are returned to the Mechanical Maintenance Supervisor. No tools are to leave the UST campus for any reason without prior written permission from the Director of Facilities Maintenance. Any permission granted will be for one-time only, and a new permission slip is required to remove a tool a second time.
ARTICLE FIVE
Wages

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>1/1/19</th>
<th>1/1/20</th>
<th>1/1/21</th>
<th>1/1/22</th>
<th>1/1/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Engineer III</td>
<td>$33.70</td>
<td>$34.37</td>
<td>$35.06</td>
<td>$35.76</td>
<td>$36.48</td>
</tr>
<tr>
<td>Maintenance Engineer II</td>
<td>$25.58</td>
<td>$26.09</td>
<td>$26.62</td>
<td>$27.15</td>
<td>$27.69</td>
</tr>
<tr>
<td>Maintenance Engineer I</td>
<td>$20.98</td>
<td>$21.40</td>
<td>$21.83</td>
<td>$22.27</td>
<td>$22.71</td>
</tr>
<tr>
<td>Maintenance Engineer Assistant</td>
<td>$19.58</td>
<td>$19.98</td>
<td>$20.38</td>
<td>$20.78</td>
<td>$21.20</td>
</tr>
</tbody>
</table>

Section 2  A Maintenance Engineer Assistant will progress to Maintenance Engineer I only when a Maintenance Engineer I position is open and the employee meets the qualifications and education requirements for Maintenance Engineer I. The Employer will not employ more than two (2) Maintenance Engineer Assistants at any one time.

Section 3  The Maintenance Engineer I is expected to progress toward the Maintenance Engineer II qualifications and rate of pay in three (3) increments of 33-1/3% of the difference between Maintenance Engineer I and Maintenance Engineer II rate. The increment periods are of six (6) months each during which training will take place, and the incumbent must take at least three (3) job-related classes (one (1) class each increment), approved by the Employer, with a passing grade or higher (one (1) class in boilers) with the Employer reimbursing the employee for the cost of courses passed. The Maintenance Engineer II is expected to progress toward the Maintenance Engineer III qualifications in three (3) increments of 33-1/3% of the difference between Maintenance Engineer II and Maintenance Engineer III rate. The increment periods are of six (6) months each during which training will take place, and the incumbent must take at least three (3) job-related classes (one (1) class each increment), approved by the Employer, with a passing grade or higher with the Employer reimbursing the employee for the cost of courses passed. Failure to pass these job-related classes (approved by the Employer) will delay moving to the next higher increment.
The Employer reserves the right to define the roles and responsibilities of each classification based on the training completed and competency of each employee.

Section 4 The Employer agrees to pay Bargaining Unit employees every two (2) weeks and to retain not less than twenty-six (26) paydays each year. The Employer will list differential pay on the employee’s paystub.

Section 5 The Employer agrees to pay a shift differential of 4.8% of the employee’s regular per hour wage for hours worked to Maintenance Engineers who work on Sunday as part of their standard work schedule.

Section 6 The Engineer who carries the cell phone and pager (on-call pager) outside regular working hours will be paid $1.50 per hour for each hour on-call, for a minimum of 112 hours per week. An employee called back to work will receive call-back pay in addition to on-call pay.

ARTICLE SIX
Hours

Section 1 (a) Employees covered by this Agreement are normally scheduled to work eight (8) hours per day for (5) consecutive days, making a forty (40) hour work week.

The Employer has the right to schedule employees to work any shift on any day. Employees shall receive seventy-five cents ($0.75) per hour over their regular hourly rate of pay as a shift differential when working between the hours of 3:30 p.m. and 6:00 a.m. Shift differential will only apply to actual hours worked and will not be paid on vacation, holidays, personal leave days, and short-term and long-term disability benefits.

The Employer agrees that on holiday weekends (i.e., Christmas, New Year’s, etc.), unless specific functions require that a Maintenance Engineer be present during the eight (8) hour shift on Saturday (and/or Sunday) the Employer will consider some other work schedule arrangement more suitable to both parties.

One Engineer will be required to carry the on-call pager for responding to “call-backs” and/or emergencies outside the normal working hours. The Engineer on-call is expected to answer all cell phone calls and respond to all pages from the Energy Management System (EMS). Normal responses should occur within fifteen (15) minutes of the first page; if there is no response, the employee who is responsible for carrying the cell phone and on-call pager will be called at his/her home phone number or cell phone number. If there is no response, another Engineer will be called in to
attend to the emergency. The Engineer carrying the on-call pager is expected to respond to all calls. The person who carries the on-call pager during the week will cover the Sunday call-back.

Rotation of the cell phone and on-call pager will be arranged on some schedule mutually agreeable between the Employer and the Engineers. The person carrying the pager will be required to respond to the direction of any of the following: Physical Plant Staff Duty Officer; Security Department representative; Mechanical Maintenance Supervisor; and/or the top administrator of the Physical Plant.

It is to be understood by the members of this Union that the normal checking of boilers and chillers on Saturday (and Sunday) is to be completed during the normal working hours by the person scheduled to work eight (8) hours on those days or the on-call person if no one is assigned to the Saturday or Sunday shift(s). Some flexibility in weekend hours may be negotiated directly between the specific Maintenance Engineer assigned and the Mechanical Maintenance Supervisor and/or the Director of Facilities Maintenance.

See Article Five, Section 6 for wages for carrying and responding to the on-call pager.

(b) The Employer will have the option to schedule employees to work a five (5) day schedule other than Monday through Friday.

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

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Wage Rate</th>
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<tbody>
<tr>
<td>Over 8 hours worked in one day</td>
<td>1-1/2 times regular rate</td>
</tr>
<tr>
<td>Over 40 hours worked in one week</td>
<td>1-1/2 times regular rate</td>
</tr>
<tr>
<td>Over 12 hours worked in one day</td>
<td>2 times regular rate</td>
</tr>
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(d) Employees who want to take time off may request time off in accordance with Articles Eight and Sixteen. Any requests for time off with or without pay shall be made in writing and must first be approved by the University. There shall be no “comp” time.

Section 2 (a) If an employee covered by this Agreement who having completed his/her regular shift is “Called Back” to work or “Called Back” on a non-scheduled work day, the following schedule for wages shall apply:
Hours Worked on “Call-Back” Wages To Be Paid
Sunday through Saturday
No more than 2-1/2 hours 4 hours
More than 2-1/2 hours 1-1/2 times regular wages

Holidays If an employee covered by this Agreement is “Called Back” to work or “Called Back” on a non-scheduled University holiday, the following schedule for wages shall apply:

No more than 2-1/2 hours 6 hours
More than 2-1/2 hours 2 times regular wages

An employee called back under these conditions shall be required to remain on the Employer’s work site to complete diagnosis and make repairs as needed; he/she may not perform emergency treatment only and return at a later time to complete the work, or may not complete the work during his/her regular work shift unless the parts are not available, or it is a two-person job. In such case the Mechanical Maintenance Supervisor and Director of Facilities Maintenance must be notified.

An employee on the weekend or Holiday boiler and/or chiller checks, must perform all the activities as listed on the “check list” provided by the Shift Supervisor in order to be paid at the “call-back” rate.

A “Call-Back” shall be any call to report to work prior to two (2) hours before regular starting time.

(b) If an employee is “Called In” to work two (2) hours prior to the beginning of that employee’s normal shift, the hours of work completed prior to the beginning of his/her normal shift shall be paid at the overtime rate of pay, and the employee shall be allowed to work the normal full shift at the regular rate of pay.

Section 3 Assignment of Overtime: Insofar as is reasonably possible, considering qualifications and licensure of employees, overtime shall be assigned equitably among employees in the respective classifications covered by this Agreement on an annual calendar year basis. An employee who turns down an opportunity to work overtime shall be charged with the amount of overtime offered to him or her in that instance for the purpose of assigning overtime equitably.

The Employer reserves the right to assign overtime on a reverse seniority basis if all qualified employees turn down the opportunity to work overtime.
(a) The Employer agrees to provide each employee with a printout of his/her prior pay period's hours on the Monday of the new pay period.

(b) The Employer agrees to provide upon request a printout of hours paid other than normal.

Section 4
When the Mechanical Maintenance Supervisor is absent from active duty, the Director of Facilities Maintenance can designate a qualified employee to assume the duties of an Acting Shift Supervisor. The Employer will have the right to determine the relevant qualifications an individual must have to be eligible to be designated Acting Shift Supervisor. Such Acting Shift Supervisor shall receive a premium of fifty (50) cents an hour for time worked as acting Shift Supervisor. Such temporary appointments shall be made at the discretion of the Employer.

Section 5
Designated break periods shall be no more than thirty (30) minutes for each employee each day. The Employer reserves the right to schedule two (2) fifteen (15) minute breaks if there is an indication of abuse. Lunch periods shall be scheduled by the Employer and shall not exceed thirty (30) minutes and be from 12:00 noon to 12:30 p.m. Lunch periods and break periods may NOT be combined to increase the length of the time away from work at one time.

Section 6
All Bargaining Unit employees are considered Emergency Essential Personnel and are required to report to work on days that the University is closed due to inclement weather or other emergencies. For the purposes of this section, inclement weather and/or emergency closing is defined as a period in which the University is officially closed and administrative staff are advised by public announcement not to report to work. Days on which only students are advised not to report to classes are not covered by this section. Bargaining Unit employees who report for their regularly scheduled shift on a day on which the University is closed as described above shall be paid at twice their hourly rate for all hours worked after the University has declared the University officially closed for administrative staff. Such inclement weather/emergency closing will continue until 11:59 pm that night. Only those employees who actually work on a day on which the University is closed will be paid the additional pay for inclement weather or emergency and such pay will apply to those hours worked subsequent to the announcement of the closing of campus for administrative staff.

Employees who are scheduled to work on an inclement weather/emergency closing day are required to report to work or will be required to use Paid Leave Time (PLT) if they do not report to work. Employees who are not scheduled to work and who are absent for other reasons (i.e., on sick leave, vacation, PLT, etc.) shall not be paid for the day.

ARTICLE SEVEN
Holidays

Section 1
(a) Employees will receive holidays pursuant to Employer’s holiday policy.

(b) All time worked on scheduled holidays shall be paid at a rate of one and one-half (1-1/2) times the regular hourly rate in addition to the regular holiday pay.

ARTICLE EIGHT
Paid Leave Time

Section 1
Employees shall receive and use paid leave time (PLT) pursuant to the Employer’s Paid Leave Time Policy.

Section 2
Scheduled Paid Leave Time (PLT) may be taken at a time mutually agreeable between the Employer and the employee. The employees covered by this Agreement shall work out a scheduled PLT schedule with the Mechanical Maintenance Supervisor. Such request should be made at least two weeks in advance of the scheduled PLT. Senior employees shall be entitled to preference of scheduled PLT periods. After an employee has selected his/her scheduled PLT period, it may be changed only with the consent of the employee(s) involved and the Employer.

Section 3
The employees covered by this Agreement will be entitled to the benefits of the Family Medical Leave Act in accordance with the law and the University’s policy.

ARTICLE NINE
Picket Lines - Disputes

Section 1
No employees covered by this Agreement shall be required to pass through an authorized picket line of employees of the University of St. Thomas formed by any striking Union which represents such employees of the University of St. Thomas, against the Employer if the Union is affiliated with the AFL-CIO and the strike is sanctioned by the St. Paul Building and Trades Council; the Union agrees to do all in its power to help effect a peaceful settlement of any controversy which might arise with any other Union.
Section 2  The Union and the Employer agree that there shall be no strike or lockout during the term of this Agreement.

ARTICLE TEN
Benefits

Section 1  All Bargaining Unit employees covered by this Agreement shall be covered by the Employer's Benefits Program except that Bargaining Unit employees are not eligible for employer contributions to the University of St. Thomas retirement plan. Employees and their eligible spouses and dependents can participate in the Employer’s Tuition Remission Policy.

ARTICLE ELEVEN
Retirement Plan

Section 1  After one year of employment, the Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers 9.4% of wages per regular scheduled hours (excluding those hours covered by STD, LTD and unpaid leaves of absence in excess of forty (40) hours in any calendar month) up to forty (40) hours per week by all employees covered by said Agreement. Notwithstanding the above, in the event the Employer reduces or increases its retirement contribution for all other University employees, the contribution for employees in this Bargaining Unit shall also be reduced or increased to the same percentage. This one-year waiting period shall apply to employees hired on or after the effective date of this Agreement.

Said payments shall be made in accordance with the rules and regulations as adopted by said trustees of said Fund. It is covenanted by said trustees that said fund and contributions thereto have been approved by the Internal Revenue Service and that said Fund and its operations are being operated in accord with applicable federal and state statutes and regulations.

It is understood that the Employer shall not contribute to the Central Pension Fund during a period when a covered employee is on the Employer's Short-Term Disability or Long-Term Disability programs.

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

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

### ARTICLE TWELVE
**Grievance and Arbitration**

**Section 1**  A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute arising as to interpretation, application or observance of any of the provisions of this Agreement.

Grievance procedures may be invoked only by authorized Union or Employee representatives, but in no case may it be invoked after thirty (30) days of the date upon which the employee should reasonably have had knowledge of the events leading to the grievance.

(a)  The employee(s) shall report to his/her Shop Steward and the steward shall attempt to adjust the matter with the Associate Vice President of Facilities.

(b)  Failing to agree, the Shop Steward shall promptly report the matter to the Union, which shall submit in writing and attempt to adjust the same with the Employer’s assigned Human Resources Department representative.

(c)  If the parties fail to reach a decision or agree upon a settlement in the matter, a grievance panel shall be formed consisting of two (2) members of the Local Union and two (2) members of the Employer’s management team.

(d)  If the panel fails to reach a decision or agree upon a settlement in the matter within five (5) working days, the grievance shall be referred for final disposition to an Arbitrator selected from a list provided by the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) neutral arbitrators to the parties. Each party will alternatively strike three (3) names from said panel of seven (7), and the seventh (7th) name remaining shall then become the Arbitrator. By a toss of the coin, the parties will decide who has the first strike of a name from the panel of arbitrators.

(e)  The Arbitrator shall meet promptly for consideration of any matter referred to him/her, and shall render his/her decision within five (5) working days after completion of the hearing and receiving of evidence in the matter. The
Arbitrator shall have no authority to alter or amend any provisions of this Agreement. The decision of the Arbitrator shall be final and binding on all parties to this Agreement.

Section 2 The fee and expenses for the Arbitrator’s services and proceedings shall be borne equally by the Union and the Employer, provided each party shall be responsible for compensating its own representatives, experts and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim copy of the record, costs shall be borne equally.

ARTICLE THIRTEEN
Seniority

Section 1 Newly hired Bargaining Unit employees shall be required to serve a probationary period of ninety (90) calendar days. Bargaining Unit employees shall be placed on the seniority list at the end of the probationary period, with seniority to start from the first day of employment. Discipline and/or termination of a probationary employee is not subject to the grievance and arbitration procedure.

Section 2 Seniority shall begin to accrue on the first day of employment in any of the classifications covered by this Agreement. If a member of the Bargaining Unit covered by this Agreement changes classifications to another classification covered by this Agreement, the original seniority date shall apply.

Section 3 The principles of seniority rights for the members of this Union shall apply in the assignment of work, layoffs, and in the promotion of members where the qualifications are equal.

ARTICLE FOURTEEN
Jury Duty

Section 1 Employees are eligible for jury duty pursuant to the Employer’s policy on jury duty.

ARTICLE FIFTEEN
Leave of Absence
Section 1. An employee desiring a leave of absence shall request an approved leave consistent with the Employer’s generally applicable policies related to leaves of absence. An approved leave of absence shall not result in the loss of seniority rights. Within seven (7) days of obtaining approval from the Employer for a leave of absence, the employee shall notify the Union of the approved leave of absence. Failure to comply with this provision shall result in a complete loss of seniority rights of the employee involved.

Section 2. Employees on approved leaves of absence shall accrue seniority rights during the absence, but are not entitled to any of the benefits of this Agreement. Employees should contact the Department of Human Resources to learn about leave options and their insurance continuation rights.

Section 3. The Employer will comply with applicable state and federal law regarding leaves of absence, including FMLA and military leave.

ARTICLE SIXTEEN
Funeral Leave

Section 1. A Bargaining Unit employee shall be granted funeral leave pursuant to the Employer’s Funeral Leave Policy.

ARTICLE SEVENTEEN
Management Rights

Section 1. It is recognized that, except as specifically modified by this Agreement, the Employer retains whatever rights and authority are necessary for it to operate and direct the affairs of the University in all of its various aspects, including, but not limited to, the right to direct the working forces, to plan, direct and control all the operations and service of the University; to determine the methods, means, organization and number of personnel by which such operations and service are to be conducted; and to make and enforce reasonable rules and regulations which do not conflict with the terms and conditions of this Agreement.

ARTICLE EIGHTEEN
No Discrimination
Section 1

The Union and the Employer both recognize their obligations under applicable Federal and State laws prohibiting discrimination. The Employer and the Union specifically agree that they will not discriminate against any employee covered by the terms of this Agreement in violation of any applicable provision of Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Minnesota Human Rights Act, and any and all other applicable Federal, State or local laws, ordinances, rules or regulations prohibiting discrimination. The Employer and Union agree that to the extent any terms or provisions of this Agreement are inconsistent with applicable Federal, State or local discrimination laws, the terms of this Agreement shall be superseded by such laws and the parties hereto agree to be bound by the requirements of said laws.

ARTICLE NINETEEN

Duration

THIS AGREEMENT, which supersedes any and all previous agreements, shall be in full force and effect from the first (1st) day of January 2019, to and including the thirty-first (31st) day of December 2023 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change, modify, or terminate is given by either party hereto to the other party hereto included sixty (60) days prior to the annual date of expiration.
IN WITNESS WHEREOF, the parties have caused these presents to be duly executed effective this 3rd day of January, 2019.

UNIVERSITY OF ST. THOMAS

By __________________________
Mark D. Vangsgard
Vice President and Chief Financial Officer

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

By __________________________
President

By __________________________
Business Manager

By __________________________
Secretary

By __________________________
Business Agent

By __________________________
Shop Steward