

COLLECTIVE BARGAINING AGREEMENT

By and Between

Notre Dame De Namur University

and the

**International Union Of Operating Engineers,
Stationary Engineers Local 39**



April 1, 2026 through May 31, 2027

AGREEMENT

Agreement by and between **Notre Dame De Namur University**, designated as the "Employer", and **International Union Of Operating Engineers, Stationary Engineers Local 39**, affiliated with the AFL-CIO, hereinafter designated as the "Union".

SECTION 1. RECOGNITION

This Agreement covers all Maintenance Department employees, hereinafter referred to as "employees", employed by the Employer, and the Employer recognizes the Union as the sole collective bargaining agent for such employees. Excluded from the Agreement are gardening and housekeeping employees, guards and supervisors as defined in the National Labor Relations Act.

SECTION 2. HIRING, DISCHARGE, SUSPENSION AND MANAGEMENT RIGHTS

A. Hiring

There shall be no discrimination by the Employer against employees because of Union affiliation or Union activities. The Employer and the Union agree to continue their policy of nondiscrimination because of race, creed, color, sex, gender, marital status, medical condition, age, religion, disability, sexual orientation, or national origin.

Membership in the Union on or after the thirtieth (30th) day following the beginning of employment or on the effective date of this Agreement, whichever is later, shall be a condition of employment. In the event that an employee fails to become a member or to maintain membership in the Union in accordance with this provision, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said employee for failure to maintain continuous good standing in the Union.

When new or additional employees are needed, the Employer shall notify the Union of the number and qualifications of employees needed so that the Union may have a reasonable opportunity to refer applicants for the vacancies to be filled. The Employer agrees to notify the Union within seven (7) days of the date of hiring of the names of all person hired.

Discharge

There shall be a probationary period of ninety (90) calendar days during which the Employer may terminate an employee in its sole discretion without resort to the grievance procedure. The probationary period can be extended if mutually agreed upon by the Union and the Employer.

Employees who have completed their probationary period shall be considered regular employees and shall not be discharged without just cause.

Discharged employees shall be paid at the time their last shift is completed.

Supervision

Employer may employ a Manager of the Maintenance Department who has the authority to hire and fire Maintenance Department employees and is thus excluded from the bargaining unit.

B. Management Rights

The management of the Maintenance Department shall be under the direction and control of the Employer, including the right to hire, discipline or suspend for just cause or promote; to determine the assignment of work and the size and composition of the work force; to contract out work, provided that the exercise of these rights is not contrary to a specific provision of this Agreement. The Union recognizes that the University possesses the right to curtail or discontinue its facilities operations in the event of contraction of the University or significant change in the business situation of the University. If the University contracts operations to a non-University provider, the University shall provide in that contract that the provider shall initially offer employment to at least a majority of the bargaining unit employees and provide an overall package of wages and benefits that is equivalent to that provided in the current collective bargaining agreement.

SECTION 3. BARGAINING UNIT WORK

The University shall continue to respect bargaining unit work by enforcing the policy that other employees and de facto employees (custodial contractor, information technology contractor and dining hall contractor) shall not perform work that has traditionally been bargaining unit work.

SECTION 4. EQUAL EMPLOYMENT/NO DISCRIMINATION

The Employer and Union agree to extend equal employment and educational opportunity to all people regardless of race, color, age, marital status, sex, gender, pregnancy, national origin, ancestry, religion, veteran's status, sexual orientation, or disability. This includes, but is not limited to, hiring, employment promotion and transfer, admission to, participation in, and the benefits and services of educational programs or related activities sponsored by the University. Should any provision of this Agreement, at any time during its life, be found in conflict with California or Federal equal opportunity laws, as such laws may be amended by legislation or interpreted by an Appellate Court then such provision shall continue in effect only to the extent permissible under applicable law, with the right extended to either party to this Agreement to negotiate with respect to the conflicting provision. This section shall not be subject to the grievance and arbitration provisions of this Agreement. This policy is in accordance with the Title VI of the Civil Rights Act of 1964, as amended - Executive Order 11246, as amended; Title IX of the Educational Amendments of 1972- Section 504 of the Rehabilitation Act of 1973, the Pregnancy Discrimination Act of 1978, the Age Discrimination Act of 1975, and any applicable state laws.

SECTION 5. WAGE RATES

During the term of the Agreement, employees will receive wages at the rates provided by this article.

Effective Date	04/01/26	01/01/27
Acting Assistant Chief Engineer	\$82.48	\$87.44
Assistant Chief Engineer	73.46	77.87
Maintenance Engineer	64.44	68.31
Utility Engineer	35.44	37.57

An employee occupying the position of "Acting Assistant Chief Engineer" shall receive not less than twenty-eight percent (28%) above the rate of Maintenance Engineer. The Employer is not required to have an Assistant Chief Engineer at all times, although it may choose to do so. However, an Assistant Chief Engineer must be appointed whenever the department head position is not filled or whenever the department head is on a scheduled vacation. If a full-time Assistant Chief Engineer is appointed, hourly wage rates will be fourteen percent (14%) above the maintenance engineer hourly wage rate.

Apprentice engineers, shall receive not less than the following percentages of the maintenance engineer's wage:

First Twelve Months 65%	Sixth Six Months 85%
Third Six Months 70%	Seventh Six Months 90%
Fourth Six Months 75%	Eighth Six Months 95%
Fifth Six Months 80%	

and thereafter, maintenance engineer's rate of pay.

UTILITY ENGINEER

The Utility Engineer, when employed, shall receive not less than fifty-five percent (55%) of the Maintenance Engineer's wage. The duties of Utility Engineers will be as follows:

1. Change light bulbs (but not ballasts),
2. Perform minor plumbing repairs and unclog toilets using plunger (but not snakes, augers or chemicals),
3. Clean and change filters,
4. Oil fan motors,
5. Change batteries in smoke detectors,
6. Re-string drapery rods,
7. Clean shops and other work sites,
8. Perform motorpool duties, such as wash and vacuum vehicles and drive to garage for repairs,
9. Take meter readings for utilities,
10. Perform minor furniture repairs
11. Clean leaves off roof tops and clean drains

12. Strip electrical/carpentry hardware,
13. Grout tile, sinks and tubs, and install non-slip strips in bathrooms
14. Pick up supplies as needed,
15. Perform similar non-technical assignments.

The ratio of Utility Engineers shall be mutually agreed to by the Employer and the Union. Any Utility Engineer so employed shall receive all of the benefits of the Contract. It is further understood that the Utility Engineer is not to work any shift without a Maintenance Engineer in attendance during his or her shift.

Additional duties of the Utility Engineer may be added from time to time, with the approval of the Union.

EXTRA ENGINEERS

An Extra Engineer is one who is employed by a specific employer for period of ninety (90) days or less per calendar year. The extra engineer shall be compensated at the Maintenance Engineer's rate of pay plus a premium of four (\$4.00) dollars per hour in lieu of any fringe benefits, except that such engineers will receive shift differential, where applicable, holiday pay under SECTION 10, and premium pay of time and one-half (1 1/2) his or her regular rate of pay for hours worked on a holiday. In addition the Employer agrees to pay into the Local 39 Pension Fund the current amount of pension contributions in the agreement for all hours worked. In such cases where an Extra Engineer works more than ninety (90) days, such time shall serve as the Extra Engineer's Probationary Period. The premium shall increase to five dollars (\$5.00) on September 1, 2026. Each Employer shall send the Union a monthly report of each Extra Engineer employed by the Employer. The Employer shall not rotate Engineers in and out of the Extra Engineer position to avoid hiring full time Engineers. The Employer shall not be responsible for the Health and Welfare contributions in the Agreement for the Extra Engineer.

If the Extra Engineer is working in a single Engineer building, they shall receive the Acting Assistant Chief Engineer rate in addition to the other contributions listed above.

Where better wages or conditions than called for herein are in effect, nothing in this Agreement shall be construed as lowering such wages or conditions.

The following, shall be the shift differentials:

1. Where fifty percent (50%) or more of an employee's regularly scheduled hours fall between 5:00 PM and 12:00 midnight, such employee shall receive swing shift differential of \$2.50 over the engineer's hourly rate of pay per hour for the entire shift.
2. Where fifty percent (50%) or more of an employee's regularly scheduled hours fall between 12:00 midnight and 6:00 AM, such employee shall receive a graveyard shift differential of \$2.75 over the engineer's hourly rate of pay per hour for the entire shift.

3. Shift differentials shall apply to holiday pay, vacation pay, sick leave and funeral leave pay.

The scales of wages in this Agreement are minimum scales and do not prohibit a superior employee from receiving higher wages.

SECTION 6. HOURS OF WORK AND OVERTIME

All regular full-time employees shall be guaranteed forty hours of employment consisting of five days of eight and one-half consecutive hours. During this eight and one-half hours, one-half hour shall be off for lunch without pay. Each employee shall have two consecutive days off each week. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, shall be paid for at the rate of time and one-half (1 1/2) the basic straight time hourly rate for the classification. All time worked in excess of ten (10) hours in any one (1) day shall be paid for at the rate of double the basic straight time hourly rate for the classification. All time worked on the seventh (7) consecutive day will be at the rate of double the straight time hourly rate.

All employees shall be given a fifteen minute rest period without any reduction in pay for each four hour work period.

All employees shall have a thirty minute lunch period not more than five hours after the start of their shift.

The Guaranteed work week will not be applicable for part-time employees.

Paid time off (vacation, holidays, jury duty, funeral leave and paid sick leave) shall be credited toward the computation of eligibility for overtime, but for such purpose only provided that with respect to any paid sick leave utilized for such purpose the Employer may require reasonable proof of physical disability sufficient to justify the employee's absence from work for the period claimed.

1. Consistent with efficient operations, the Employer shall attempt to distribute scheduled overtime among all qualified Engineers. The Union agrees that the inequitable distribution of such overtime shall not give rise to any pay claim by the Union against the Employer, provided the Employer shall cooperate with the Union in this attempt to distribute overtime on a just basis.

SECTION 7. CALL BACK PAY

When an employee has completed a work week, as defined herein, and is called to work on the next succeeding day, they shall receive not less than four (4) hours of work and shall be paid the overtime rate for work performed on such day. When an Employee who has completed his/her regular shift and leaves the Employer's property and is called back to work, they shall receive a minimum of four (4) hours pay at the overtime rate of pay. If an employee who is called back after leaving the premises following the completion of

their workday, and works more than four (4) hours, any work in excess of four hours shall be paid at two (2x) the hourly rate. The call back minimum shall be restricted to the original request and all work related thereto. The double time premiums after four (4) hours shall not apply to call backs after the completion of a work week. Premiums in this section shall not stack or multiply with any other premiums.

SECTION 8. STANDBY PAY

When the Department Head is on scheduled vacation or otherwise is occupied by an approved absence or responsibilities to the University, Maximum of 20 weekends per year, and the University appoints an Acting Assistant Chief Engineer and assigns him to carry a pager or cell phone during off-duty hours, for each off-duty hour of such service, the Acting Assistant Chief Engineer will be compensated at a rate of 10% of the base hourly rate of the Acting Assistant Chief Engineer rate for such hours.

In the course of their normal duties and employment, Engineers may be required to have a pager, cell phone or other communication device during off hours. The general intent of the use of such communication devices is to enable Engineers to maintain contact with appropriate parties including the Employer. Unless otherwise specifically stated by the Employer, the use of such a communication device during off hours is not intended to limit the Employee's activities during off hours.

In the event an Employer requires an Employee to be physically available to their work premises while off site during off hours, that intent shall be specifically communicated by the Employer to the Employee, and in such cases, the Employee shall receive "standby" pay at the rate of one-half (1/2) the applicable straight or overtime rate. Without such communication and compensation there shall be no expectation to respond.

Electronic Call Back

Engineers shall not perform electronic call back work unless requested and approved by the Employer. The Engineer shall submit weekly written reports of electronic call back work which must be approved by the Employer in order to be paid. When an employee, following the completion of their shift, and after said employee has left the premises, is contacted to resolve a work related issue, then that employee shall receive a minimum of fifteen (15) minutes pay at the applicable overtime hourly rate of pay without having to leave their current location in the resolution of the issue.

SECTION 9. COMMENCEMENT WEEK

For Commencement Day, the University will seek at least two (2) volunteers to work a shift of up to five and one-half (5.5) hours each, and may assign same, if no volunteers come forward. Such assignment, if required, shall be by inverse seniority. The Union shall make it's best effort to provide such volunteers. The two (2) staff members working will receive, in lieu of pay, paid time off of eight (8) hours, which shall be taken within the same pay period.

SECTION 10. TOOL ALLOWANCE

The College shall provide a reimbursable hand tool allowance of \$350.00 per year per employee.

SECTION 11. HOLIDAYS

The following, shall be observed holidays:

January 1	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
President's Day (Feb)	December 24
Good Friday	Christmas Day
Memorial Day	December 26
Juneteenth	December 31
Independence Day	Christmas Week Floating Holiday
Labor Day	

When one of these paid holidays falls on a Saturday, the Friday before will be observed; if one falls on a Sunday, the following Monday will be observed. If two of the holidays fall on the same weekend, only one additional holiday will be observed (Friday or Monday).

Employees working on any of the holidays shall be paid at the rate of time and one-half (1 1/2) in addition to their regular hourly rate.

The President of the University may designate a specific date or dates as additional holidays to the current holiday list. Only full-time employees are eligible for these holidays. The employer may schedule some of the Union employees to work on those days, in which case they will be eligible for compensatory time off or wages at straight time.

SECTION 12. VACATIONS

All full-time employees who have been continuously employed shall be entitled to vacations on the following:

After One Year of Service	15 Days
After Three Years of Service	20 Days

No vacation shall be earned during the first six months of employment. After six months, 7.5 days of the first year's vacation may be taken.

Vacation accumulation shall be moved from one year to the next year, provided that employee's vacation balance shall never exceed the maximum permitted by the Collective Bargaining Agreement.

SECTION 13. SENIORITY

Seniority shall not be applicable during the probationary period, but upon completion of the probationary period, seniority shall relate back to the employee's date of most recent employment.

In cases of permanent reduction of forces and in cases of rehired, seniority shall govern, provided that in the reasonable judgment of the Employer, the senior person has the merit and ability to do the required work.

Seniority is broken by:

1. Voluntary quit or discharge for cause.
2. Layoff or absence from work for six (6) consecutive months except in cases of absences due to bona fide illness or injury in which event Seniority shall be broken by absence from work in excess of twelve (12) consecutive months.

Although senior employees shall have preference of shifts and days off, e.g., vacations, the Manager of the Maintenance Department shall have the final authority for approving any and all leaves.

All permanent shift openings shall be posted for five (5) regularly scheduled work days.

SECTION 14. HEALTH AND WELFARE

The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, the following amounts, per month, for each eligible employee under this Agreement, for the purpose of providing such employees and their dependents with group life insurance, hospitalization, prescription drugs, medical, vision, and dental plans, as are now in effect, or as may be hereinafter specified, by said Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon individual employers by that certain Trust Agreements referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement," (a copy of which has been delivered to the Employer herein and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments or modifications, changes or mergers with respect to said Trust Agreement made by the parties hereto. Effective April 1, 2026, a monthly amount of Two Thousand Six hundred fifty-five dollars and no cents (\$2,655.00), plus a flat monthly contribution rate of twenty five dollars (\$25.00) for life insurance.

The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.

The undersigned further agrees that they do irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as their attorneys-in-fact for the

selection, removal and substitution of trustees, as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event that the Trustees of the Stationary Engineers Local 39 Health & Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

In the event of accident, illness, or layoff of any employee with ninety (90) days or more of employment, or in the event of a layoff of any employee with one hundred eighty (180) days or more of employment, the Employer will continue the monthly payments for the employee and their dependents for a period not to exceed three (3) months.

SECTION 15. PENSION

The Employer agrees to contribute into Stationary Engineers Local 39 Pension Trust Fund, at its respective office in San Francisco, California or such other designated plan of payment, the following amount:

04/01/26	01/01/27
\$14.85	\$15.74

for all hours worked or paid for.

The above contributions shall be made on or before the tenth (10th) day of each month, for pension benefits, programs and plans, as now specified, and as may be hereinafter specified by said Trustees . The Employer agrees to accept, assume and be bound by all of the obligations imposed upon individual employers by that Trust certain Agreements referred to for convenience as the Stationary Engineers Local 39 Pension Trust Agreement (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto.

The undersigned further agrees that they do irrevocably designate and appoint the employers mentioned in said Pension Trust as their or its attorneys-in-fact for the selection, removal and substitution of Trustees as provided for in said Trust Agreement and may be hereinafter provided by or pursuant to said Trust Agreements.

In the event the individual Employer herein falls to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay in addition to the amounts due as contribution, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

SECTION 16. ANNUITY FUND

The Employer agrees to contribute into the Stationary Engineers Local 39 Defined Contribution Annuity Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, the following amounts:

04/01/26	01/01/27
\$2.25	\$2.30

For all hours worked or paid for.

The above contributions shall be made on or before the tenth (10th) day of each month, for annuity benefits, programs and plans, as now specified, and as may be hereinafter specified by said Trustees. The Employer agrees to accept, assume and be bound by all of the obligations imposed on individual employers by that certain Trust Agreements referred to for convenience as the Stationary Engineers Local 39 Annuity Trust Agreements, (a copy of which has been delivered to the Employer herein and receipt of which is expressly acknowledged) and amendments or modifications, changes or merger with respect to said Trust Agreement made by the parties thereto.

The undersigned further agrees that they do irrevocably designate and appoint the Employers mentioned Annuity Trust as their or its attorneys-in-fact for the selection, removal, and substitution of Trustees as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event the individual Employer herein falls to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay in addition to the amounts due as contributions, such additional liquidated damages and/or attorneys fees as are set forth in the Trust Agreement to which the individual Employer is bound.

SECTION 17. SICK LEAVE

Sick leave with pay for a bona fide illness shall be granted to all regular, full-time employees at the rate of one day's pay a month. A maximum of fifty-five (55) days may be accumulated. If sick leave is used up, accumulated vacation may be used in order to receive regular pay.

It is the employee's responsibility to call the supervisor within two (2) hours of the shift start each day of absence unless other arrangements have been made during the previous work day.

All sick leave requests must be approved by the employee's supervisor. Certification by the supervisor that he has personal knowledge of the employee's illness is required by the Human Resource Office for sick leave absences of more than two (2) days. The supervisor may also require a doctor's certification for sick leave.

The payment of sick leave shall not affect or limit an employee's right to the full weekly disability benefits to which they may be entitled under the California Unemployment Compensation Act. In cases where an employee is eligible to receive disability benefits payments the employee shall receive their full disability benefit payment plus such portion of their earned sick leave pay that shall aggregate to an amount equal to, but not exceeding, the employee's regular rate of pay. In cases of industrial injury entitling an employee to Worker's Compensation Insurance payments, the same method of integration with sick leave shall apply.

Integration of sick leave benefits with Workers' Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers Compensation or Unemployment Disability payments must apply therefore before sick leave benefits are payable. Where an employee applies for and receives either Workers' Compensation or Unemployment Disability payments, then the first work day's absence waiting period before full sick leave pay commences shall be waived. If the integration of sick leave benefits with Workers Compensation or Unemployment Disability payments does not achieve the full wage rate for the employee, then the vacation benefits set forth in Section 12 of this Agreement shall be integrated with Workers Compensation or Unemployment Disability payments to achieve the full wage rate. An employee receiving paid leave time integration shall continue to receive their health and welfare benefits as provided in Section 14, Health and Welfare.

Any employee when on June 30, 1996, and on each June 30, thereafter, has a sick leave balance of fifty-five (55) days or four hundred and forty (440) hours shall be paid for the value of one-half (1/2) of the unused sick leave that would have been accumulated during the preceding twelve (12) months in excess of fifty-five (55) days or four hundred and forty (440) hours except for the 55 days/440 hour maximum accumulation provided above.

Said payment, which shall be made with the payroll check for the first payroll period after January 1 of each year of this Agreement shall be based upon the straight-time hourly rate of pay in effect on December 31st, for the affected employee's classification.

If during the Agreement period, the Employer increases the sick leave available to its non-exempt employees and said increase exceeds fifty-five (55) days per year, the employees covered under this Agreement shall have their sick leave adjusted accordingly.

The Employer recognizes that there are multiple State and Federal Family and Sick Leave Programs and agrees to adhere to the programs, including but not limited to an employee using up to one half their annual sick leave to care for family members per AB 109.

SECTION 18. FUNERAL LEAVE

When a death occurs in the immediate family of an employee , they shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days for in-state funerals and not to exceed five (5) regularly scheduled working days for funerals held outside of the State of California. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.

Immediate family is defined as spouse, siblings, children, parents, parents-in-law, children-in-law, siblings-in-law, grandparents, grandchildren and Registered Domestic Partners. In the case of a death in the immediate family as above defined where the funeral is held outside of California, the employee shall be entitled to an additional leave of absence of two (2) days with pay to attend the funeral.

Funeral leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for the purposes such as settling the estate of the deceased. A copy of the death certificate or proof of relationship may be required.

SECTION 19. JURY DUTY

When an employee is called for jury duty, they shall notify their supervisor, who will arrange for their replacement in accordance with the request for jury service.

Employees called for jury service shall be supplied with a letter addressed to the county clerk which requests information necessary to make up the difference in pay between time lost and the amount received as jurors' fees on a straight time basis.

In the event of an employee who is called for jury duty and is not selected as a juror, such notice indicating the amount of compensation, if any, the date and time involved, shall be made by the court clerk on the letter supplied to the employee in order that the employee may be paid for the difference between a reasonable amount of time lost from work and the amount received as reporting fees. The Employer agrees to pay the difference between such fees as herein referred to and the employee's regular straight time pay.

SECTION 20. PERSONAL BUSINESS

Time off during working hours for essential personal business may be arranged with employee's supervisor. If time off in excess of two (2) hours per month is needed, it will be charged to vacation, or taken without pay.

SECTION 21. EDUCATIONAL BENEFITS

Only full-time employees (hereinafter called “full-time employees”) who have successfully completed the new hire probationary period may take undergraduate courses with full remission of tuition (but not fees).

Current spouses of full-time employees may take undergraduate courses with full remission of tuition (but not fees).

Dependent children as defined by the Internal Revenue Service, of full-time employees, may take undergraduate courses with full remission of tuition (but not fees).

Tuition remission for full-time employees, their current spouses, or dependents does not apply to the Early Learning Center, the Elementary School, or Notre Dame High School.

SECTION 22. GRIEVANCE AND ARBITRATION PROCEDURE

1. Any and all disputes and grievances that may arise with reference to the provisions of this Agreement or the enforcement thereof, which cannot be settled directly by the Employer and the Union within two (2) business days, shall be referred to a Board of Adjustment upon written request of either party to the other. The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer and shall meet within forty-eight (48) hours of such notification or request. Disputes or grievances must be taken up by the Union with the Employer or by the Employer with the Union within thirty (30) calendar days of the occurrence thereof, and discharge or other disciplinary cases, including terminations for other than cause, must be taken up within five (5) working days from the date of discharge, discipline or termination and if not settled within two (2) business days must be referred to the Adjustment Board immediately or the right to an adjustment board hearing or arbitration is lost. A decision by a majority of the Adjustment Board shall be final and binding upon all parties.
2. If the matter is not resolved by the Board of Adjustment, either party may file a request for Grievance Mediation within seven (7) calendar days of the Board of Adjustment hearing. Either party may waive mediation. The parties shall endeavor to hold the Grievance Mediation hearing within fourteen (14) calendar days of the written request. The Grievance Mediation hearing shall be presided over by a neutral State mediator who shall mediate the dispute in an attempt to have the parties reach a settlement. The Grievance Mediation shall be governed by the following rules:
 1. The grievant shall have the right to be present at the Grievance Mediation.
 2. Each party shall have one (1) principal spokesperson.
 3. Outside lawyers or consultants shall not participate in a Grievance Mediation.

4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
 5. Proceedings shall be informal in nature. The rules of evidence shall not apply and no formal record of the Grievance Mediation shall be made.
 6. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
 7. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision. Such written decision shall not have any bearing whatsoever in arbitration, nor shall there be any mediation reference or evidence of mediation presented at arbitration.
 8. The mediator shall state the grounds for their advisory decision.
 9. The Grievance Mediation shall have no power to alter or amend the terms of the Collective Bargaining Agreement.
 10. The cost of the mediator, if any, shall be split between the Employer and the Union.
3. In the event that any matter submitted to the Board of Adjustment cannot be settled within five (5) working days, the matter may thereupon be submitted to an impartial arbitrator. If the parties cannot agree upon a person to act as an impartial arbitrator, then the impartial arbitrator shall be named by agreement between Notre Dame de Namur University and IOUE, Local 39. The decision of the arbitrator shall be final and binding on all parties. Each party shall bear all costs of presenting its case to the arbitrator. The cost and expense of the employment of the impartial arbitrator shall be borne equally by the parties hereto and work shall continue without interruption pending settlement of any dispute arising thereunder. When arbitration proceedings have been decided upon, the arbitration shall be heard as reasonably feasible based upon the schedule of the arbitrator and the arbitrator shall render a written decision within thirty (30) days thereafter.

SECTION 23. APPRENTICE/JOURNEYPerson TRAINING FUND

The Employer agrees to contribute to an Apprenticeship Training Fund to provide a training program for both journeypersons who wish to improve their skills and apprentices entering the industry. Effective January 1, 2027, the contribution rate to the Apprentice Training Fund shall be \$700.00 per year for each engineer employed during the month of January.

January 1, 2027	\$700.00
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The Employer at its sole discretion with regards to the apprentice, upon the apprentice's completion of the program, may terminate the employment and hire a new apprentice at the site, or if an opening exists within the facility for a journeyperson engineer, the Employer may elect again at its sole discretion, to hire the graduating apprentice as a journeyperson at the facility. If the latter occurs, the graduating apprentice's seniority date will revert back to their original hire date to the site Employer.

The parties agree that the successor agreement shall include the IUOE National Training Fund.

IUOE NATIONAL TRAINING FUND

The Employer signatory to and bound by this agreement hereby agree to make contributions to the International Union of Operating Engineers National Training Fund in the amount of \$104.00 per year for each engineer employed during the month of January.

The Employer agrees to transmit and pay the amount of contributions due to the National Training Fund to the Stationary Engineers Local 39 Apprenticeship Training Fund under the same terms and at the same time as the Stationary Engineers Local 39 Apprenticeship Training Fund contributions are made under this agreement.

The Employer signatory or otherwise bound to this Agreement agrees to become party to the current Agreement and Declaration of Trust Establishing the International Union of Operating Engineers National Training Fund and further agrees to be bound by the Agreement and Declaration of Trust and any amendments adopted thereto. The Employer further agrees to be bound by all rules, regulations and procedures adopted by the Board of Trustees of the International Union of Operating Engineers National Training Fund, together with all actions taken by the Board of Trustees within the scope of its authority. The Employer also authorizes the parties to the Agreement and Declaration of Trust to appoint trustees and successor trustees and hereby ratifies and accepts the trustees so appointed.

SECTION 24. VISITS BY UNION REPRESENTATIVE

Duly authorized representatives of the Union shall have the right to visit the Employer for the purpose of observing conditions under which employees are working, provided;

1. The representative will first notify Administration of his presence at the University. Twenty-four (24) hours notice will be given to the Executive Director of Human Resources or their designee, except in the event of a bona fide emergency in the workplace, such as injury accident.
2. The representative shall not interfere with the work of the employees.

SECTION 25. STRIKES AND LOCKOUTS

There shall be no strikes, stoppages of work, lockouts, or boycotts during the life of this Agreement. However, refusal to pass a picket line of some other union representing employee of the Employer and authorized by the San Mateo County Central Labor Council shall not be considered a violation of this Agreement. The Employer agrees to re-open Sections 5, 15 and 16 of this agreement every March 1st for the life of this agreement. The Union retains the right to strike over Sections 5, 15 and 16 should the parties fail to meet agreement on these specific sections.

SECTION 26. CLASS B LICENSE


Maintenance Engineers may at their discretion obtain a Class B License for the purpose of moving vehicles on campus and to scheduled maintenance appointments only. Obtaining such a license is strictly voluntary. NDNU shall compensate such individuals who volunteer to obtain such a license for any costs associated with obtaining the license. The Maintenance Engineers will not be required to take passengers.

SECTION 27. TERM OF AGREEMENT

This Agreement shall become effective April 1, 2026 and remain in full force and effect until midnight May 31, 2027. The Agreement shall continue to remain in force thereafter until such time as either party wishes to amend or terminate, in which event sixty (60) days advance notice shall be given in writing.

Notre Dame De Namur University

International Union Of Operating Engineers, Stationary Engineers, Local 39




Mary Haesloop, Director of Human Resources

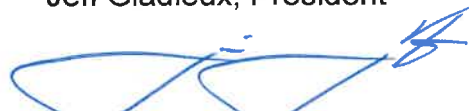


Tim Eggen, Business Manager

Date: 4/20/2026



Jeff Gladieux, President



Jay Vega, Director of Stationary Affairs



Wes Pierce, Business Representative

Date: 05-05-2026

APPENDIX

In accordance with Section 12: Tool Allowance, the following hand tools are provided as a guideline only for the application of this provision:

Adjustable Wrenches (6" and 10")	Fuse Puller
Allen Wrench Set (small sizes)	Hammer
Nut Driver Set (3/16" to 1/2")	Needle Nose Pliers
Screwdriver Set (Standard) (3)	Lineman Pliers
Screwdriver Set (Phillips) (3)	Channel Type Pliers (8")
Holding Screwdrivers (flat and Phillips)	18 Foot Tape Measure
Open End & Box Wrench Set (3/8" to 3/4")	Torpedo Level
Plastic Tip Brush	Pocket Knife
Wire Brush	Putty Knife
Razor Blade Scraper	