AGREEMENT

between

AUGSBURG COLLEGE

and

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

June 1, 2016 through May 31, 2019
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This Agreement is between Augsburg College (the "College") at its campus located at 2211 Riverside Avenue Minneapolis, Minnesota, and the International Union of Operating Engineers, Local 70, AFL-CIO (the "Union").

ARTICLE I - PREAMBLE

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial labor-management relationship, to provide an orderly and peaceful means of resolving grievances, to set forth in detail the benefits and rights of employees covered by this Agreement, and to help the College achieve its goal of providing a high quality, yet affordable, Christian college education.

ARTICLE II - RECOGNITION

Section 1. The College recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time maintenance, grounds and custodial employees working at the College, excluding supervisors, management employees, confidential employees, student employees, and temporary employees, as certified by the National Labor Relations Board in Case No. 18-RC-13841.

Authorized representatives of the Union shall have reasonable access to the premises of the College for the purpose of transacting legitimate Union business. The Union representative will notify a designated representative of the College of his or her desire to enter the College premises and inform the College representative of the reason for the visit. Permission for access to the College for legitimate Union business shall not be unreasonably withheld by the College. Such visits will be scheduled at a mutually agreeable time.

Section 2. Recognition of Stewards. The Union upon written notification to the College may designate up to two (2) custodians as Stewards and two (2) Stewards from the following classifications: maintenance operator, locksmith, groundskeeper, assistant groundskeeper, electrician and HVAC technician. Further, one of the Stewards may be designated as Chief Steward.
The stewards shall, whenever possible, pursue their official duties and responsibilities during nonworking hours. Whenever it is not possible to perform the duties during nonworking time, the steward shall, after obtaining permission from his/her supervisor, be allowed reasonable time to participate in or conduct investigations relating to employee grievances, to participate in contract negotiations, and to attend disciplinary meetings of employees who request the steward's presence. When necessary to perform duties during work hours the steward will be allowed time off to perform these duties. The time is unpaid, with the sole exception that the steward shall be paid for time spent at meetings scheduled by the Employer with the steward during the steward's normal working hours for the convenience of the Employer or at investigatory meetings where the employee reasonably believes the meeting may result in disciplinary action or disciplinary meetings scheduled with other employees who request the attendance of the steward. The steward will be allowed to make up any working time lost while performing the duties of a steward.

The Union represented employees will be provided with a bulletin board(s) at a location designated by the Employer for the posting of official Union notices and announcements. No other material shall be permitted to be posted without the express permission of the College. The bulletin board(s) will be located in a place where most employees are near during their normal work day.

Section 3. Job Posting. The College will post all position openings within the bargaining unit on the bulletin board for a minimum of seven (7) business days concurrently with external recruiting efforts. Building locations will be indicated on internal job postings.

Section 4. Hiring of Lead. After a lead position is posted, if two [2] or more employees apply for the position, an interview team of equal representation of Steward(s) and Management employee(s) will be established. The team will be responsible for reviewing the qualifications of each applicant, conducting interviews of each candidate and making a recommendation for a hiring decision. A Human Resources department representative will be present for the interviews to observe the process, document the hiring recommendation of each participant and provide, in writing, the recommendations made to the Department Director or designee. After consideration of the recommendations, the Department Director or designee will make the hiring
decision. No Steward who has bid on the lead position may participate in selecting the candidate for the lead position.

Section 5. Meeting Facilities. The Union shall be permitted to use College facilities for meetings of employees covered by this Agreement a maximum of four times per calendar year. The Union shall notify the Chief Human Resources Officer as early as possible prior to the proposed date of the meeting. The College will have the right to refuse use of facilities if less than ten (10) days’ notice is given. The location of the meeting shall be chosen at the discretion of the College and the terms of the use of the College facilities shall be the same as those for other professional groups associated with staff or faculty members.

ARTICLE III – UNION MEMBERSHIP

Section 1. All persons now employed as custodians, grounds assistant, grounds keeper, maintenance operator, electrician, locksmith, painter, or HVAC technician, or hereinafter employed by the College thirty-one (31) days from the completion date of their probationary period, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues, and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.

Section 2. Dues Check Off. The College 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 College 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 College during the first two pay periods 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.

Within thirty [30] days after an employee covered by this Agreement has successfully fulfilled their probationary period, the College will notify the
Union in writing thereof, stating the employee's name, address, work classification and date of hire.

The College assumes no responsibility for omissions and clerical errors which may occur as it is merely acting as Agent for the Union under the term of this provision. If an error or omission is found, the College will correct it on the next payroll cycle.

The Union shall indemnify and save the College harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for the purpose of complying with this Article.

**ARTICLE IV – MANAGEMENT RIGHTS**

Section 1. Except as specifically restricted by an express provision of this Agreement, the College retains the full power to manage, control, and direct its operations.

Section 2. Non Discrimination and Equal Employment Opportunity. Augsburg College prohibits discrimination on the basis of race, color, religious belief, national or ethnic origin, age, disability, gender, sexual orientation, gender identity or expression, marital status, genetic information, status with regard to public assistance, or citizenship in its educational policies, admission policies, employment, scholarship or loan programs, athletic and/or school administered program, except in those cases where there is a bona fide occupational qualification or to comply with state or federal law. Augsburg College is committed to providing reasonable accommodations to its employees and students with disabilities. Augsburg College is an Equal Employment Opportunity Employer.

**ARTICLE V – GRIEVANCE AND ARBITRATION**

Section 1. A grievance is any dispute between the College and the Union on any issue relating to the meaning, interpretation, or application of this Agreement. It is the intent of the parties to this Agreement to prevent grievances and to resolve any grievances that may occur as fairly and promptly as possible. The
limitations set forth below relating to the time for filing a grievance and a demand for arbitration shall be mandatory, and may be extended only by the mutual written agreement of the parties. Failure of the College or its representative to act within the time specified shall constitute a denial of the grievance, and shall entitle the Union to proceed to the next step. Failure of the employee or Union to act within the time specified shall constitute a waiver of the grievance. The time limitations set forth in this Article are maximum time periods, and every effort shall be made to expedite the process.

Any grievance shall be handled according to the following procedures:

**Step 1:** The employee, or the Union in the case of a multi-employee grievance, should informally discuss the grievance with the employee's immediate supervisor.

**Step 2:** If the grievance is not resolved by the Step 1 informal discussion, it shall be submitted in writing by the Union to the College's Human Resource Department and Facilities Department head within ten (10) work days after the occurrence of the incident on which the grievance is based. The written grievance must be signed, and shall describe actions allegedly violating specified sections of the Agreement.

Within ten (10) work days following the College's receipt of the grievance from the Union, representatives of the College and the Union shall meet in an attempt to resolve the grievance.

The College shall submit a written reply to the grievance within ten (10) work days following the Step 2 meeting.

**Step 3:** The Union may refer to arbitration any unresolved grievance that has been properly processed through Steps 1 and 2. Any demand for arbitration shall be in writing by the Union and must be received by the College within ten (10) work days following the receipt of the College's written answer to the grievance.

The College and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached within ten (10) work days, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and
Conciliation Service. All parties shall alternatively eliminate names from the list with the party proceeding first determined by a coin toss. The last name remaining on the list shall be the neutral arbitrator.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the College and the Union. Each party shall bear its own expenses. The award of the arbitrator shall be final and binding upon the Union, the College, and the employee or employees filing the grievance.

Section 2. Definitions. For purposes of the grievance and arbitration process, "work day" shall mean all days excluding Saturday, Sunday, and holidays designated in this Agreement.

ARTICLE VI – WAGES

Section 1.

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>6/1/2016</th>
<th>6/1/2017</th>
<th>6/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>$17.07</td>
<td>$17.41</td>
<td>$17.76</td>
</tr>
<tr>
<td>Grounds Assistant</td>
<td>$20.86</td>
<td>$21.28</td>
<td>$21.71</td>
</tr>
<tr>
<td>Grounds Keeper</td>
<td>$23.80</td>
<td>$24.28</td>
<td>$24.77</td>
</tr>
<tr>
<td>Master Electrician</td>
<td>$35.87</td>
<td>$36.59</td>
<td>$37.32</td>
</tr>
<tr>
<td>Maintenance Operator</td>
<td>$24.73</td>
<td>$25.22</td>
<td>$25.72</td>
</tr>
<tr>
<td>Senior Maintenance Operator/Lead</td>
<td>$27.23</td>
<td>$27.77</td>
<td>$28.33</td>
</tr>
<tr>
<td>Locksmith</td>
<td>$25.64</td>
<td>$26.15</td>
<td>$26.67</td>
</tr>
<tr>
<td>HVAC Technician</td>
<td>$29.72</td>
<td>$30.31</td>
<td>$30.92</td>
</tr>
<tr>
<td>Maintenance Operator/Painter</td>
<td>$24.73</td>
<td>$25.22</td>
<td>$25.72</td>
</tr>
</tbody>
</table>

Wage Rates during probationary period are two dollar ($2.00)/hr less than base classification wage rates.
<table>
<thead>
<tr>
<th>Pay Premiums</th>
<th>6/1/2016</th>
<th>6/1/2017</th>
<th>6/1/2018</th>
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</thead>
<tbody>
<tr>
<td>Custodial Lead</td>
<td>$1.35</td>
<td>$1.35</td>
<td>$1.35</td>
</tr>
<tr>
<td>Projects</td>
<td>$1.10</td>
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</tr>
<tr>
<td>Shift Differential</td>
<td>$0.95</td>
<td>$1.00</td>
<td>$1.05</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years of Service [Note 1 &amp; 2]</th>
<th>6/1/2016</th>
<th>6/1/2017</th>
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</tr>
</thead>
<tbody>
<tr>
<td>5 full years</td>
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<td>$0.10</td>
<td>$0.10</td>
</tr>
<tr>
<td>10 full years</td>
<td>$0.15</td>
<td>$0.15</td>
<td>$0.15</td>
</tr>
<tr>
<td>15 full years</td>
<td>$0.20</td>
<td>$0.20</td>
<td>$0.20</td>
</tr>
</tbody>
</table>

Notes: *

1. To be awarded on each pay cycle following the employee's employment anniversary date.
2. New employees hired after June 1, 2013 will not be eligible for Year of Service increases, as the College uses a market compensation strategy.

The length of service increase will not be used when determining the wage increases provided on June 1 of each year of the contract. It will be used when calculating retirement contributions and overtime.

Years of service will be defined consistent with the College's practice of defining length of service for purposes of vacation accrual and seniority. [If the employee leaves employment of the College and is rehired within the immediate 12-month period, the previous years of employment will be counted towards length of service.]

Section 2. Shift Differential. A shift differential for second shift will be paid to employees for all hours worked after 2:00 p.m.

Section 3. Air Structure Stipend. If the air structure is put up or taken down on a weekend day, the designated lead shall receive three hundred and fifty dollars ($350.00) per day in addition to pay for actual hours worked. All other Union employees, limited to four (4) maximum and selected on a seniority basis, except as required by statute or code, shall receive two hundred and fifty dollars ($250.00) per day in addition to pay for actual hours worked.

If the air structure is put up or taken down on a week day, the designated lead shall receive two hundred and fifty dollars ($250.00) per day in addition to pay for actual hours worked. All other Union employees, limited to four (4) maximum and selected on a seniority basis, except as required by statute or...
code, shall receive one hundred and fifty dollars ($150.00) per day in addition to pay for actual hours worked.

The College reserves the right, at management discretion, to hire an external vendor to put up and/or take down the air structure without the use of Union employees. If no Union employees are involved in putting up or taking down the air structure, no stipend will be paid.

Section 4. Pay Distribution. Pay distribution will occur in one of the following options; 1] Employees can elect to having their pay directly deposited into their personal bank account, or 2] Employee can elect to have their pay deposited on a Visa pay card set up for the employee by the College.

ARTICLE VII – HOURS OF WORK

Section 1. The following provisions are descriptive of the usual hours and conditions under which overtime is payable. Nothing in this Agreement shall be construed to be a guarantee or limitation of the hours to be worked per day, per week, or any other period of time.

Eight and one-half (8 1/2) hours shall constitute a "regular workday" and five (5) consecutive days shall be the "regular work week." The regular workday will include one paid twenty (20) minute break during the midst of the first four hours of work and one paid twenty (20) minute break during the midst of the second four hours of work. Travel time to and from break location and work site is included with all twenty (20) minute and one unpaid thirty (30) minute meal break periods. The College may also agree, with the approval of the Union, to vary an individual’s work schedule to allow an individual to take courses such as a trade school or ESL classes. These classes are intended to improve an employee’s work performance and/or increase the employee’s work-related skills.

The day and time on which the work week begins for purposes of computing overtime pay shall be specified from time to time by the Employer, and shall be uniform for all employees covered by this Agreement. The Employer shall give thirty (30) days’ notice if, for the purposes of computing overtime, the Employer changes the day or time on which the work week begins. Employees will be paid one and one-half times the regular hourly rate for all hours worked in excess of forty (40) per week. The Employer will not change regular scheduled hours for
the purpose of avoiding paying overtime. The Employer will not change shift schedules without giving fourteen (14) days' notice of said change.

All overtime must be authorized and approved in advance by the employee's supervisor. Opportunities to work overtime shall be distributed as equally as possible among employees within the same classification having similar abilities and expertise. There shall be no pyramiding of overtime pay.

Section 2. Summer Schedule. During the summer months, individual employees and the College may agree upon a flexible work schedule of work in excess of eight (8) hours per day. Any requests for a summer flexible schedule must be submitted in writing and becomes effective when signed by both the employee and the employee's supervisor. Flexible schedules must adhere to the Employee Handbook policy on Flexible Work Arrangements.

ARTICLE VIII – CALL IN

Section 1. Emergency Call In. An employee will be paid time and one-half (1-1/2) for a minimum of three (3) hours or the hours actually worked for a specific incident/occurrence for which the employee has been called in, whichever is greater, for the inconvenience of being called in to work without previous notice. There will be no pyramiding of overtime pay. Approval for “Emergency Call In” is required by a supervisor in advance.

Section 2. Snow Removal Duties. The Groundskeeper is expected to determine the times and circumstances of snow and ice removal as part of his/her essential duties, and is compensated for those duties by his/her regular base pay. The Groundskeeper and Grounds Assistant may alter their shift start times in order to perform necessary snow and ice removal tasks that would fall outside of their regular scheduled shift.

Section 3. Emergency Closing. Union represented employees will be governed by the same inclement weather/emergency closing policy in the Employee Handbook. A minimum of two (2) Maintenance Operators and/or Custodial staff may be required to report for, or remain on duty to provide “essential services”. Emergency closing pay shall be at time and one-half (1-1/2) rate. Emergency closing duty will be offered on a seniority basis by job classification. There will be no pyramiding of overtime pay.
ARTICLE IX – VEHICLE USE

Section 1. Safety. Union represented employees are expected to adhere to all safety policies, including vehicle safety policies, identified in the Employee Handbook and departmental policies.

Section 2. The College may request individual employees to have their personal vehicles available to perform necessary work-related tasks. An employee will have the right to refuse to use his/her personal vehicle to haul items that will easily cause damage to the vehicle.

Employees directed and authorized to use their personal vehicle will be reimbursed for any reasonable parking expense incurred by the employees in the performance of their duties. In addition, employees who use their personal vehicles during their regular workdays will receive travel reimbursement equal to the rate used for other College employees. The current rate for all personal mileage reimbursement is determined and set by the College’s administration.

Requests for reimbursement for personal vehicle use shall be submitted to the Facilities Management Department on the last working day of the month in which the vehicle use occurred.

College employees are expected to pay for parking permits if they wish to park in lots on campus. Members of this labor agreement will receive the same discounted employee parking rates offered to other College employees.

ARTICLE X – STUDENT/TEMPORARY/PART-TIME EMPLOYEES

"Temporary employees," defined as casual, short-term people hired for fill-in purposes or for the completion of tasks outside the expertise of the bargaining unit, and "students," defined as persons enrolled at the College who are working as part of a work-study program or who were enrolled at the College during the school year and are hired to work only during the summer vacation period, are not subject to the terms of this Agreement.
The College agrees to give qualified employees working fewer than 40 hours per week the opportunity to work additional hours on a regular basis up to 40 hours per week before hiring additional part-time employees, except in cases where the College determines in its discretion that an additional part-time employee is preferable due to factors such as the nature, timing, or extent of the work duties to be performed.

ARTICLE XI – LEAVES FROM WORK

Section 1. Sick Leave. Refer to Employee Handbook policy on Sick Leave. When revisions to the Sick Leave policy are made, they apply to this contract for the remainder of the contract period.

Section 2. Short-Term Disability Pay. The employees covered by this Agreement will be entitled to the same benefits under this program as those received by any other employee of the College. The College reserves the right to change the programs and such changes will become effective for employees covered by this Agreement at the same time they become effective for other employees. This plan is designed to provide wage continuation during periods of disability after sick leave is exhausted and before the employee becomes eligible for Long Term Disability. As outlined in the plan, employees must provide regular physician statements of continued illness or injury and must provide a statement of fitness for return to duty before returning to work.

Section 3. Time Off Without Pay. Time off without pay will be available only after all accrued leave such as vacation leave, floating holidays, and sick leave if appropriate, has been used. It must be pre-approved by the supervisor, and a written request by the employee is required. Requests for more than 1 week of unpaid time off must be submitted under the Leave of Absence policy.

Unscheduled time off without pay, or failure to provide a doctor's note when requested in cases of sick leave, will result in corrective action as outlined below:

One (1) occasion: verbal counseling
Two (2) occasions: written warning
Three (3) occasions: discipline which may include discharge
Section 4. Leave of Absence. An employee may be eligible to take an unpaid leave of absence. Generally, unpaid leave of absences are less than thirty days, and employees would be expected to use accrued leave in keeping with leave policies prior to taking unpaid leave. Refer to the Employee Handbook policy on Administrative Leave. When revisions are made to the Administrative Leave policy, they apply to this contract for the remainder of the contract period.

Section 5. Prescheduled Personal Leave. The College recognizes the need for an employee to have paid time away to attend to personal tasks not covered under any of the other absence policies, such as school conferences, car or home repair, banking appointments, or other personal business.

Personal time is not to be used in lieu of vacation or other types of leave. See the Sick Leave and Personal Time for Staff policy in the Employee Handbook.

Section 6. Other Leaves. The College will also grant all other leaves to the extent required by law and in accordance with College policies.

ARTICLE XII – HOLIDAYS

Union represented employees will be eligible for the same total number of paid holidays per year as those of other College staff.

Employees will be eligible for the following paid holidays:

- New Year’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Floating Holiday
- Other days determined by the College

Floating holiday requests need to submitted 7 days in advance of the day requested.

To be eligible for holiday pay, the employee must have worked the employee's regularly scheduled workdays immediately before and immediately after the
holiday or be on an authorized leave with pay. Each employee may designate one day each year as his or her floating holiday, subject to approval of the supervisor. Temporary employees are not eligible for holiday pay.

In the event that an employee is required to work on a holiday, the employee will have the option of either taking equal time off with pay within the same pay period or receiving compensation at one and one-half (1-1/2) times the straight time hourly rate for the hours worked on the holiday, plus holiday pay. Advance approval by the supervisor and the Director of Facilities Management is required whenever an employee works on a regularly scheduled holiday.

Holidays are considered "hours worked" for purposes of computing overtime.

On those occasions when a scheduled paid holiday falls on a day that is not part of the employee's schedule, the employee may request to take either the employee's last working day prior to the scheduled holiday, or the employee's first working day immediately following the scheduled holiday as his/her paid holiday.

ARTICLE XIII – DISCIPLINE AND PROBATION

The College may discipline or discharge an employee for just cause.

Newly hired employees are on probation for the first 90 days of their employment. During that period, both the College and the probationary employee shall have the right to terminate the employment relationship at any time and for any reason or the College can elect to extend the probationary period for the employee [maximum number of extensions is one[1] per employee] up to an additional 60 days. The termination of employment of probationary employees is not subject to the grievance-arbitration procedure.

ARTICLE XIV – SENIORITY

Seniority is defined as the most recent date of hire in a position covered by this Agreement. Employees have no seniority rights during their probationary period.
Seniority will be according to classification. For purposes of seniority, the classifications are:

1. Maintenance Operator – Maintenance Operator/ Painter
2. Locksmith
3. HVAC Technician
4. Custodial
5. Project Custodial
6. Grounds Keeping
7. Electrician

Seniority will be used in layoff, recall, and shift selection. For the custodial department, seniority will be used for shift and work assignment. In the event of a reduction in the number of regular employees, the regular employee having the least seniority in that department will be laid off first, provided that the remaining members of the department have the skills necessary to perform the job duties of the employee being laid off. Employees on layoff for 12 months or less shall be recalled from layoff in reverse order of layoff. Temporary or part-time employees shall not be used to perform the normal job duties on a regular basis of a regular employee who is on layoff. In the event of a layoff, all temporary (non-student) employees performing work normally performed by and within the expertise of the bargaining unit will be laid off before regular employees.

ARTICLE XV – NO STRIKE – NO LOCK OUT

It is agreed by and between the parties hereto that there will be no strike, sympathy strike, concerted failure to report to work, cessation or interruption of work, slowdown, picketing, refusal to cross a picket line, or lockout during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the continuance or renewal of the Agreement.

In the event that an employee is disciplined for violating this Article, any subsequent arbitration will be limited to the issue of whether the employee violated the Article, and the Arbitrator shall have no authority to adjust the discipline issued by the College to the employee.
ARTICLE XVI – VACATION

Section 1. Refer to Employee Handbook policy on Vacation for Staff. When revisions to the Vacation for Staff policy are made, they apply to this contract for the remainder of the contract period.

Section 2. Non-exempt Staff Vacation Accrual. Vacation for non-exempt staff members must be recorded on the staff member’s regular time report each pay period.

<table>
<thead>
<tr>
<th>During your:</th>
<th>Your accrual rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st and 2nd year of employment</td>
<td>15 days/year (accrued 10 hrs/month)</td>
</tr>
<tr>
<td>3rd and 4th year of employment</td>
<td>18 days/year (accrued 12 hrs/month)</td>
</tr>
<tr>
<td>5th and greater years of employment</td>
<td>22 days/year (accrued 14.67 hrs/month)</td>
</tr>
</tbody>
</table>

Upon separation from employment, employees are paid at their current rate for accrued, unused vacation leave up to the maximum accrued balance.

ARTICLE XVII – BEREAVEMENT LEAVE

Refer to Employee Handbook policy on Bereavement Leave for Staff. When revisions to the Bereavement Leave policy are made, they apply to this contract for the remainder of the contract period.

ARTICLE XVIII – JURY DUTY

Refer to the Employee Handbook policy on Court Leave and Jury Duty. When revisions to the Court Leave and Jury Duty policy are made, they apply to this contract for the remainder of the contract period.

ARTICLE XX – TUITION PROGRAMS

Employees covered by this Agreement may participate in tuition discount programs that are made available to other employees of Augsburg College.
according to the terms of and subject to any limitations established by the
governing organization of the tuition discount program.

ARTICLE XXI – HEALTH, DISABILITY, AND LIFE INSURANCE

Each employee shall be eligible to participate in the current health, disability,
and life insurance programs of the College. The employees covered by this
Agreement will be entitled to the same benefits under these programs as
those received by any other employee of the College. The College reserves the
right to change the programs and such changes will become effective for
employees covered by this Agreement at the same time they become effective
for other employees.

ARTICLE XXII – RETIREMENT PLAN/TAX DEFERRED ANNUITIES

Employees covered by this Agreement will be eligible to participate in any and
all retirement or annuity programs that are made available to any other
nonexempt employees of Augsburg College. All nonexempt employees will
participate in such plans on the same basis. The College reserves the right to
delete from, discontinue, or change these programs, and such changes will
become effective for employees covered by this Agreement at the same time
they become effective for any other employee of Augsburg College.

ARTICLE XXIII – MEETINGS

Section 1. Mutual Concerns Committee. The College and the Union agree to
establish a Mutual Concerns Committee for the purpose of maintaining open
communication and discussing concerns that may arise in the workplace and
potential solutions to those concerns.

The committee shall be composed of the Director of Facilities Management, a
Human Resources department representative, a Custodial Supervisor, the
Maintenance Manager, and the Union stewards. Stewards who participate on
the Mutual Concerns Committee will receive their regular base rate of pay
while attending committee meetings. The Business Representative of the
Union will also be invited to the committee meetings.
So that open communications are maintained, the Committee is encouraged to meet regularly as agreed upon by the members.

Either party may call for a special meeting of the Committee by presenting a written description of the concern to be discussed to either (a) the College's Human Resources department representative or (b) one of the stewards of the Union. Special meetings will be held at a mutually convenient time within fourteen (14) days after a meeting has been requested. The Mutual Concerns Committee may discuss the subject matter of a grievance and the discussion may be held concurrent with a grievance meeting. The provisions of this Article and the meeting of the Mutual Concerns Committee does not replace or in any way affect the mandatory procedure and time limits of the grievance and arbitration procedure.

Section 2. Quarterly Staff Meetings. The Union agrees to hold a meeting with the entire Union membership on a quarterly basis on campus. In addition the Union will give the entire union membership and Augsburg College a list of course offerings they provide.

Local 70 and its union members will not hold impromptu illegal meetings. All meetings must be approved by the College and a location will be provided.

ARTICLE XXIV – DURATION

This Agreement shall become effective upon signature and commences June 1, 2016, and shall remain in full force and effect until May 31, 2019, and from year to year thereafter unless either party gives written notice at least sixty (60) days prior to May 31, 2019, or May 31 of any year thereafter of its intention to change, modify, or terminate this Agreement. The party giving notice of a desire to modify the Agreement shall, within twenty (20) work days of receiving a written request from the other party to the Agreement, provide the requesting party with all proposed modifications sought by the party seeking to modify the Agreement and all clauses of the Agreement for which no modification is sought shall be renewed automatically.
Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the College and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.
IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Augsburg College

Beth Reissenweber, Vice President, CFO & Finance & Administration

Lisa Stock, Director & Chief Human Resources Officer

Dennis Stuckey, Director of Facilities

Dawn Miller, Sr. Human Resources Generalist

Michelle Nies, Custodial Manager

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Larry Handsuch, Steward

David Ridgle, Steward

Minasie Theophiles

9/13/2016
Date:

KW/bdw/opeiu#12
Contracts/Augsburg

9/12/16
Date: