AGREEMENT

between

HAMLINE UNIVERSITY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70

ENGINEER AND MAINTENANCE UNITS

January 1, 2016 through December 31, 2019
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THIS AGREEMENT is made by and between the Trustees of HAMLNE UNIVERSITY, St. Paul, Minnesota, hereinafter referred to as the Employer, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I – RECOGNITION

Section 1. The Union is recognized as the sole collective bargaining agent of the employees in the classification hereinafter enumerated in Article IV 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: All those engaged in the operation and normal, as well as preventive maintenance of all heating, ventilation, air conditioning and other equipment, along with the transmission components to provide the same, as well as all regular electricians, plumbers, groundskeepers, maintenance workers, carpenters, locksmith, and painters, shall be covered by this Agreement.

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 an engineer.

ARTICLE II – UNION SHOP

Section 1. All present employees within the unit who have been employed for thirty (30) days or more and all new employees coming within the classifications mentioned herein, after thirty (30) days of employment shall become members of the Union and shall thereafter maintain membership in good standing therein as a condition of continued employment.

Section 2. If the employee does not continue active membership in the Union, the Union will advise the Employer that such employee is not a member in good standing and will demand the discharge of such employee. Upon receipt
of such notice and demand for discharge, it shall be the obligation of the Employer to discharge such employee within fifteen (15) days after receipt of such notice. Such employee shall not, however, be discharged from the Union and shall not be deprived of membership therein except on the same terms and conditions generally applicable to other members of the Union.

Section 3. Within thirty (30) days after an employee covered by this Agreement has been hired, the University shall mail to the Union written notice thereof stating the employee's name, address, work classification and date of hiring.

ARTICLE III – UNION VISITATION

Section 1. The properly authorized business representative of the Union shall be permitted to visit the Employer's premises during working hours to investigate matters within the scope of this Agreement. The properly authorized business representative of the Union shall be permitted to visit the Employer's premises to meet with Union members as a group or as an individual during the Union member(s)' non-working hours, such as break or meal period, to conduct Union business.

Section 2. Said representative shall notify the Associate Vice President for Facilities Services (or Director of Facilities Operations and Horticultural Services or Chief Engineer if Associate VP is not available) when coming on campus for official business. During such notification, the Local 70 Representative shall consult with the Associate Vice President for Facilities Services (Director of Facilities Operations and Horticultural Services or Chief Engineer if Associate VP is not available) as to the nature of the call and whether a designated time and place are needed to meet with Union member(s). Union meetings must be scheduled in advance with a minimum of two (2) days' notice.

Meetings with the groups should occur during non-working hours.

Section 3. Nondiscrimination. Employees covered by this Agreement shall not be discriminated against or discharged for giving information regarding alleged violations of this Agreement.
ARTICLE IV – WAGES

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

<table>
<thead>
<tr>
<th>Classifications</th>
<th>1/1/2016</th>
<th>Effective Date</th>
<th>1/1/2018</th>
<th>1/1/2019</th>
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<tr>
<td>Operating Engineer</td>
<td>$30.17</td>
<td>$30.47</td>
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<td>$25.21</td>
<td>$25.71</td>
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<td>Maintenance Engineer</td>
<td></td>
<td>Classification</td>
<td>$30.82</td>
<td>$31.44</td>
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<tr>
<td></td>
<td></td>
<td>did not exist</td>
<td></td>
<td>$32.07</td>
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<tr>
<td>Master Electrician</td>
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<td>$36.77</td>
<td>$37.51</td>
<td>$38.26</td>
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<td>$34.29</td>
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<tr>
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<td>$22.63</td>
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<tr>
<td>Utility/General</td>
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<td>Inactive</td>
<td>Inactive</td>
<td>Inactive</td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility/Locksmith</td>
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<td>$24.12</td>
<td>$24.60</td>
<td>$25.09</td>
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<td>Utility/Painter</td>
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<td>$24.12</td>
<td>$24.60</td>
<td>$25.09</td>
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<td>Utility/Grounds</td>
<td>$19.88</td>
<td>$20.08</td>
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Employees covered by this Agreement who are employed on the Effective Date of this Agreement, will receive a one-time, lump sum payment of $700.00 or 1% of estimated annual earnings, whichever is higher, less applicable withholdings and deductions, to be paid on one scheduled paycheck within 30 days of the Effective Date. The lump sum payment will not carry forward and will be a one-time event.

The Employer reserves the right to appoint an Assistant Chief Engineer in the Engineer Department. An employee appointed as an Assistant Chief Engineer will be compensated an additional rate not to exceed three dollars ($3.00) per hour above the Operating Engineer classification rate.

The Employer reserves the right to appoint a Lead Worker in the Maintenance Department. An employee appointed as a Lead Worker will be compensated
an additional rate not to exceed three dollars ($3.00) per hour above the classification rate of the position held prior to the appointment of Lead Worker.

Section 2. Any employee in any of the above enumerated classifications, who, on the effective date of this Agreement is receiving a higher rate of pay than the above minimum rate of pay specified for his/her classification, shall not have his/her rate of pay reduced during the life of this Agreement so long as he/she retains the occupation on which he/she is presently receiving more than the above specified rate of pay.

Section 3. The Employer agrees to provide the same number of pay periods as other non-exempt employees within the University.

The Employer reserves the right to adjust shift schedules based on the business needs of the University. These shifts may be temporarily adjusted by the Chief Engineer or the Director of Facilities Operations and Horticultural Services during emergencies without notice or at other times with no less than fourteen (14) days’ notice as determined by the director.

Section 4. Shift differentials shall be as follows:

- Second shift: Twenty-five cents ($0.25) per hour added to the regular rate.
- Third shift: Fifty cents ($0.50) per hour added to the regular rate.

Section 5. Pool certification is a requirement for some positions. If employee doesn’t have pool certification, the employee must take pool certification training at the first opportunity available, as directed by the Employer, at the Employer’s cost. Failure of certification test will require retesting at the earliest next opportunity. Employees will only be allowed to fail the test twice. If the employee fails the test a third time, it will be grounds for termination.

Section 6. Temporary Re-assignments. When an employee is temporarily reassigned by the Director of Facilities Operations and Horticultural Services or the Chief Engineer/Director of Utility and Energy Services, to perform all job
duties of a higher classification for an employee on vacation, sick leave or other approved leave of absence, the employee shall be paid at the higher classification's rate of pay immediately upon starting the temporary re-assignment in the higher classification. The higher compensation rate shall continue throughout the duration of re-assignment.

ARTICLE V – HOURS

Section 1. Eight and one-half (8.5) consecutive hours per day, with one thirty (30) minute unpaid and duty free lunch period, shall constitute a normal workday, and forty (40) hours will constitute a normal workweek. All time worked in excess of eight (8) hours in one (1) day and in excess of forty (40) scheduled hours in a work week shall be considered overtime and paid for at one and one-half (1-1/2) times the employee's regular hourly rate. For the purpose of overtime compensation, the workweek now in effect shall be maintained.

Employees who hold a 1st Class B Minnesota Boiler License or higher, shall work eight (8) consecutive hours per day, with lunch period taken in an on the job manner.

Section 2. Call Back. Any employee called back to work for any other than their regular shift shall receive pay at the time and one-half (1-1/2) rate equivalent to at least four (4) hours straight time pay.

Section 3. Overtime Equalization. Insofar as is reasonably possible, overtime shall be distributed equally among the employees in the respective classifications covered by this Agreement on an annual basis. An employee who turns down an opportunity to work overtime shall be charged with the amount of overtime offered in that instance for the purpose of equalizing overtime. In the event an engineer is required to work more than twelve (12) hours on a shift, an arrangement for access to some type of food will be provided.

During any absence from active duty of the Chief Engineer and the Director of Facilities Operations and Horticultural Services, the Assistant Chief Engineer and Lead Worker will assume the appropriate duties of the Chief Engineer and
the Director of Facilities Operations and Horticultural Services respectively. The Assistant Chief Engineer and Lead Workers can provide work direction as instructed by the respective Director of the area.

ARTICLE VI – TEMPORARY EMPLOYEES

Section 1. Licensure Requirements. Temporary maintenance employees shall meet the qualifications of the position including required licenses.

Section 2. Hiring Restrictions. Temporary employees cannot be hired to replace current, regular employees, except where the regular employees are on an approved leave of absence or when business needs require short term additional staffing levels or during the open position recruitment process. The employment of a Temporary Operating Engineer on a part-time basis shall not be for the purpose of depriving a Regular Operating Engineer of the opportunity of obtaining forty (40) hours employment in any one (1) calendar week.

Section 3. Compensation. Temporary employees shall be compensated at the appropriate classification rate.

Section 4. Benefits. Temporary employees shall not be entitled to employee benefits until successful completion of 1,500 hours. The benefits will become effective on the date the 1,500 hours have been reached. If temporary employees are appointed to a regular position, benefits shall begin on the first day of the month following the effective date of the regular appointment.

Section 5. Grievance Rights. After 1,500 hours of employment, temporary employees shall be entitled to all grievance rights, except for continuation of employment as a regular employee.

ARTICLE VII – HOLIDAYS

An employee covered by this Agreement and actually working on any of the following holidays, namely: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day,
Christmas Eve Day, Christmas Day, and three (3) individual floating holidays (employees must give the Employer at least two (2) weeks’ notice of their choice of the floating holiday; and the day must be approved by the Employer) shall be paid for time worked on such holidays at one and one-half (1-1/2) times the regular hourly rate plus holiday pay. Employees not required to work on the above holidays shall be paid eight (8) hours holiday pay at their regular hourly rate of pay.

If the University’s President offers extended holiday(s), employees covered by this Agreement shall receive the following:

- If the extended holiday falls on a day that the employee normally works (but is not physically working this day), then he/she should receive regular pay for that holiday and there is no replacement day.
- If the extended holiday falls on a day that the employee is not normally scheduled to work, he/she does not receive pay for that day, but can bank that day for a future day off on a regularly scheduled workday to be used by April 1st.
- If the extended holiday falls on a day that the employee is normally scheduled to work, and is required to work, they will receive normal pay for time worked. They will be granted a replacement day to be used on another scheduled workday by April 1st.

**ARTICLE VIII – VACATIONS**

**Section 1.** All employees covered by this Agreement and who are on the Employer’s payroll are entitled to vacation leave. Vacations may be used after six (6) months of employment at a time mutually agreeable between the Employer and the employee. Vacation hours shall not accrue during unpaid leaves of absence.

**Section 2.** An employee covered by this Agreement shall earn and accumulate vacation at the following rates:

A. During the first six (6) years of employment, vacation accumulation shall be at the rate of 1.167 days per month. This is
an amount equal to fourteen (14) days’ vacation or one hundred and twelve (112) hours of regular pay per year.

B. Beginning with the first month following completion of six (6) years of service, vacation accumulation shall be at the rate of 1.583 days per month. This is an amount equal to nineteen (19) days’ vacation or one hundred and fifty-two (152) hours of regular pay per year.

C. Beginning with the first month following completion of fifteen (15) years of service, vacation accumulation shall be at the rate of 1.917 days per month. This is an amount equal to twenty-three (23) days’ vacation or one hundred and eighty four (184) hours of regular pay per year.

D. Beginning with the first month following completion of twenty (20) years of service, vacation accumulation shall be at the rate of 2.0 days per month. This is an amount equal to twenty-four (24) days’ vacation or one hundred ninety two (192) hours of regular pay per year.

Section 3.

A. Vacation hours may be cumulative up to one hundred fifty percent (150%) of an employee’s yearly vacation allowance. Therefore, any vacation hours in excess of one hundred fifty percent (150%) of the employee’s annual vacation earnings shall be forfeited.

B. The normal vacation period shall be consistent with the University fiscal year (July 1st – June 30th).

C. The employees covered by this Agreement shall work out a vacation schedule with the Chief Engineer or the Director of Facilities Operations and Horticultural Services and this schedule will be subject to approval of the Employer and must be completed by April 15th.
D. Employees with the greatest seniority shall be entitled to preference of vacation schedules. After the preference scheduling (April 15th) is complete, all further scheduling shall be based on a first come, first serve basis. All vacation days selected will be subject to the approval of the Chief Engineer or the Director of Facilities Operations and Horticultural Services. Changes in the vacation schedule shall be made in consultation with the employee and the Chief Engineer or the Director of Facilities Operations and Horticultural Services as business needs require.

E. The Employer shall respond to each request for vacation within seven (7) days from submittal.

Section 4. An employee who has completed the required period of service to be eligible for vacation as specified above and whose employment is terminated before he/she receives vacation shall receive vacation pay in the amount to which he/she is eligible when his/her employment is terminated.

ARTICLE IX – SICK LEAVE

An employee covered by this Agreement shall be entitled to twelve (12) days sick leave during the twelve (12) months of employment with the Employer subsequent to the defined Contract year. An employee to receive compensation for time lost because of sickness shall submit to the Employer satisfactory proof including a doctor's certificate, if needed, of illness of sufficient seriousness as to prevent the employee from performing his work. Sick leave shall be cumulative at the rate of one (1) day for each one (1) month worked and to a total accumulated sick leave not to exceed sixty-five (65) work days or five hundred twenty (520) hours.
ARTICLE X – DISCIPLINE

Coaching: The Chief Engineer or the Director of Facilities Operations and Horticultural Services is encouraged to bring work related job performance problems to the attention of the employee immediately. If the coaching does not correct these issues, the following disciplinary process may be followed:

Verbal Warning: Minor work deficiencies shall be brought to the employee's attention through a letter of expectations and meeting with the Chief Engineer or the Director of Facilities Operations and Horticultural Services, this measure is intended to provide corrective feedback on work related behaviors and job performance. A verbal warning will be documented and placed in the employees personnel file.

Written Warning: A formal written document that is utilized when prior discipline has not resulted in satisfactory change in behavior or action, not needing to be for the same issue. A written warning shall specify that additional non-correction will result in further disciplinary action. A written warning will be placed in the employee's personnel file.

Suspension: An employee may be placed on a suspension without pay for non-correction work related behaviors after being issued a written warning.

ARTICLE XI – DISCHARGE

Section 1. Employees covered under the terms of this Agreement shall not be discharged, except for cause. Cause for discharge includes, but not limited to, the following: intoxication, illegal drug abuse, and/or dishonesty, harm to self, others, or Hamline owned property, contributing to safety hazards and/or violations of University policy.

Section 2. Any controversy or grievance arising out of the application of this provision will adhere to the procedures outlined in Article XV.
ARTICLE XII – PICKET LINES

There shall be no strikes or lockouts of any kind during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless whether a dispute is subject to arbitration under provisions of this Agreement. The Union and the Union members agree that during the term of this Agreement neither the Union nor any Union member will call, instigate, engage or participate in, encourage approve or endorse any: strike; picket; boycott; sympathy strike; sit-down; or slowdown that interferes with or disrupts the normal operations of the Employer’s operations.

ARTICLE XIII – GROUP INSURANCE

Section 1. The Employer will offer the same group medical & dental insurance options to employees covered under this Agreement which is offered to other non-exempt employees not covered under this Agreement. The employee’s premium cost will be determined by the cost sharing model used by the University each benefit plan year (January 1 – December 31). The premium cost will be paid through payroll deductions.

Section 2. All employees covered by this Agreement will participate at no cost in the group life insurance program for all employees of Hamline. If dependent coverage should be made available, employees covered by this Agreement will be offered the same options offered other employees.

Section 3. All employees covered by this Agreement will participate in the group total disability insurance program provided by Hamline for other employees. The Employer will pay the total premium for the coverage.
ARTICLE XIV - PENSION

Section 1. The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers:

A. Engineer Department. Assistant Chief Engineer, Maintenance Engineer, Operating Engineer, Operating Engineer Trainee, Master Electrician, Electrician, and Master Plumber:
   - Effective date of this Agreement through December 31, 2018: $3.30 per hour for all employees.
   - Effective January 1, 2019: $3.35 per hour for all employees.

B. Maintenance Department. Carpenter, Landscape Technician, General Maintenance, Locksmith, Painter, Utility/Grounds and Lead Persons:
   - Effective date of this Agreement through December 31, 2018: $2.455 per hour for all employees.
   - Effective January 1, 2019: $2.53 per hour for all employees.

For all hours worked and paid for up to forty (40) hours per week by all employees covered by said agreement, accrued per paycheck. Said payments shall be made in accordance with the rules and regulations as adopted by the trustees of said fund. For the duration of the contract the Employer shall pay monthly, the above amounts, into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

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 Representatives 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 XV – GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure. Should any controversy or grievance arise out of the interpretation of or the adherence to this Agreement, the employee or employees involved and/or the Steward shall first take the matter up with the Chief Engineer and the Director of Facilities Operations and Horticultural Services and then the Director of Human Resources. If the grievance is not resolved, it will then be submitted in writing to the Local Union and be taken up between the Union and Management.

Section 2. Arbitration. Any controversy or grievance relative to alleged violation of this Agreement which cannot be adjusted by Article XIV, Section 1 above, shall be referred for final disposition to a Board of Arbitration composed of one (1) Representative selected by the Employer, one (1) Representative selected by the Union, and a third Representative who shall act as Impartial Chairperson selected by the first two (2). Should the Representative of the Employer and the Representative of the Union on the Arbitration Board be unable to agree within a reasonable length of time on a third Impartial Chairperson of the Board, the Bureau of Mediation Services of the State of Minnesota shall be requested to submit a list of five (5) neutral Arbitrators to the parties. Each party will strike two (2) names from said panel of five (5), and the fifth name remaining shall then become the neutral Arbitrator and Impartial Chairperson of the Arbitration Board.

Section 3. The Arbitration Board shall meet promptly for consideration of any matter referred to it and shall render its decision within five (5) days after completion of the hearing and receiving of evidence in the matter. Arbitration Board shall have no authority to alter or amend any provisions of this Agreement. The decision of the Arbitration Board shall be final and binding on all parties to this Agreement. Any expense incurred for the services of the Impartial Chairperson shall be paid equally by the Employer and the Union.
ARTICLE XVI – SENIORITY

Section 1. The principles of seniority rights for the members of this Union to apply in the assignment of work and in the promotion of members where the qualifications are equal. A new employee shall serve a ninety (90) calendar day probationary period. Upon satisfactory completion of the ninety (90) day period, the probationary employee's original date of hire shall become his/her seniority date and it shall determine his/her salary and benefits under this Agreement. Non-bargaining unit employees who transfer into this bargaining unit shall retain their original starting date with the Employer for benefit purposes only. After satisfactory completion of the probationary period, their seniority date will be their original date in this bargaining unit. A new or transferring employee may be terminated, without cause, at any time prior to his/her satisfactory completion of this probationary period. Hamline will notify the Union of this action.

Section 2. For the purpose of layoffs, seniority within each classification as above designated shall apply, and all layoffs shall start with the employee having the least amount of seniority in such classification and continue in sequence. Reemployment shall be vice versa to the order of layoff. Seniority rights within each classification shall be determined as the classification from which he/she may be promoted and also within the classification from which he/she may be laid off or set back in case of reduction in the number of employees, and to the seniority acquired in any one (1) classification shall be added seniority acquired by employment in a higher paid classification.

Section 3. When a vacancy exists in any classification, employees in that classification who are qualified in the opinion of Management to fill such vacancy shall be given preference in the order of their seniority. The Employer shall post notices of vacancies for five (5) working days in two (2) places so employees eligible to fill such vacancy may in fact know it exists. Each employee in the bargaining unit will be sent a posting through the Employer’s mail. (The vacancy will be presented to anyone on vacation or sick leave). This provision shall not apply to emergency assignments.

Section 4. After such necessary adjustments are made and any vacancy still remains, the employee with the greatest seniority in the next lower
classification shall be given the first opportunity to fill the vacancy. If such employee does not desire the promotion, then the employee with the next longest seniority in such lower classification shall be given the opportunity to qualify for the vacant position, and so on down the line. Employees seeking to qualify for such promotions shall be given sixty (60) days trial period to test their qualifications to hold the next position. Their qualifications to retain the position subsequent to such sixty (60) day period shall be solely in the judgment of the Employer. Sixty (60) day trial period shall also apply to new employees.

Section 5. There shall be no bumping of employees in lower classifications by those in higher classifications except insofar as the work force in the higher classification may be reduced or a person promoted to a higher classification fails to qualify and therefore returns to the lower. When a senior employee's job is eliminated or his/her shift is changed, he/she may bump any employee with less seniority in his/her classification, provided he/she is qualified to perform the duties.

Section 6. The person bumped may bump any employee with less seniority in his/her classification, provided he/she is qualified to perform the duties. The second person bumped shall bump the least senior person on the shift the change is being made. The person displaced by the second bump will fill the position vacated.

Section 7. Employees shall have preference of shifts in the order of seniority when a vacancy occurs, with the exception of the Assistant Chief Engineer and Lead Worker positions. The Assistant Chief Engineer and Lead Worker positions will be assigned by the Chief Engineer and the Director of Facilities Operations and Horticultural Services. The parties agree there shall be no bumping.

Section 8. Temporary employees shall not accrue seniority.
ARTICLE XVII – JURY PAY

The Employer agrees to grant full pay to an employee called to jury duty, providing the employee turns over his/her jury pay to the Employer. On workdays that they are not actually serving on the jury, employees are expected to report for their regular work shift and employees will return to the job if the workday is not completed when they are excused.

ARTICLE XVIII – LEAVE OF ABSENCE

Section 1. Employees requesting a leave of absence for a period longer than seven (7) days may be granted same for a period not to exceed six (6) months if approved by the Employer. Other than the accumulation of seniority under the Agreement and privileges accorded employees under the Employer group insurance plan, employees shall have the opportunity to carry this insurance at their expense, and employees on leaves of absence shall not be entitled to any of the benefits of this Agreement.

Section 2. In case of an extended leave due to sickness or accident to an employee, it is agreed that such employee shall be reinstated as soon as he/she is able to resume work in his/her former capacity.

Section 3. If such leave is for purposes of carrying on Union business for the Local or the International, the Union and the Employer may mutually agree to extend the leave for the duration of such service without loss of seniority.

ARTICLE XIX – FUNERAL LEAVE

In the event of a death in the family (the employee's father, mother, wife, husband, brother, sister, son or daughter, grandchild, grandparents, mother-in-law or father-in-law, step-son, step-daughter, son-in-law, or daughter-in-law), a regular employee shall be entitled up to three (3) working days off from the day of death to the day of the burial. The compensable day or days must fall within the employee's regularly scheduled workweek. Vacation time may be used if taking more than three (3) days off.
ARTICLE XX – EMPLOYEE TUITION BENEFITS

Section 1. Full tuition for employee for one course each semester (fall and spring) in CLA with the following restrictions:

- Must make up any missed work time the same day or use vacation time.
- As an essential employee, may be called out of class or miss a session.
- Must have supervisor’s approval. Approval will be based on the department’s ability to provide timely service to the campus.
- Must complete twenty-four (24) week probationary period prior to using this benefit.
- Will be required to fulfill requirements outlined in the "Tuition Scholarship program Guide".
- If the Tuition Scholarship Program is eliminated or changed in a manner that lowers the benefit levels below those outlined above, they will follow suit for this Agreement.

Section 2. Tuition Benefits - Dependents and Spouse. The Employee’s Tuition Scholarship Program is available only to dependents of union members and their spouses. The benefits available under the program are restricted to academic courses offered at Hamline University, and specifically excludes courses and programs offered at other Associated Colleges of the Twin Cities (ACTC) and Tuition Exchange Program institutions.

Under this program, a dependent shall be determined by IRS regulations. Generally, a dependent refers to any child (natural, legally adopted, and stepchild), as claimed on Internal Revenue Service (IRS) tax returns.

The Union member must be able to claim the student as a dependent throughout the student’s entire course of study at Hamline University. Additionally, proof of dependent and marital status may be required. Such proof may include birth certificate, adoption papers, court order, notarized
statement, and / or income tax documents as filed with the IRS.

Tuition benefits shall be available to dependents and spouses of union members at the undergraduate level in the College of Liberal Arts as follows:

- Fifty percent (50%) upon completion of five (5) through nine (9) years of continuous employment;

- Seventy-five percent (75%) upon completion of ten (10) years of continuous employment; and

- Tuition benefits shall be available to dependents and spouses of union members at the Graduate School as follows:

  - Twenty-five percent (25%) upon completion of five (5) years of employment.

  - Tuition benefits are not available at the School of Law.

Additionally, the benefits for dependents and spouses of union members shall adhere to the following restrictions:

1. Dependent: Enrolled on a full or part time basis during the regular academic semesters, and only on a part time basis (one course each term) during the summer.

2. Spouse: Enrollment on a full or part time basis during the regular academic semesters, and on a part time basis (one course each term) during the summer.

Other requirements:

1. Both dependents and spouses, before receiving any benefits under this arrangement, must first be admitted to a program of study through regular admission procedures.

2. Matriculation status must be maintained by both dependents and
spouses through the program of study.

3. Union members' dependents of spouses who normally attend other colleges during the academic year shall not be eligible for summer tuition benefits at Hamline University.

4. The benefit for both dependents and spouses shall be limited to four (4) academic years of undergraduate study, and five (5) years of graduate study, or upon receipt of a baccalaureate and/or graduate degree, whichever occurs first. The four or five year limitation shall include time spent by the dependent or at Hamline University or any other institution prior to eligibility for the tuition benefit.

5. The value of the dependent/spouse tuition scholarship will be reduced by the amount of state and/or federal financial aid grants received. Dependents must timely apply for these benefits in cooperation with the Financial Aid Office.

6. The total value of the scholarship is equal to the number of credit hours required for completion of the first undergraduate or graduate degree, as applicable, consistent with the tuition assistance and years of service requirements stipulated above.

7. The dependent/spousal tuition scholarship is applicable to only regular tuition charges. Charges for room and board, fees covering student activity, laboratory, individual instruction, health, athletics and other special fees as stipulated above are not covered by dependent tuition.

8. For students transferring from another institution to Hamline University, the value of the dependent tuition scholarship shall be the number of total credit hours required for completion of the Hamline University baccalaureate, master's or doctorate degree program to which the student is admitted, less those credit hours accepted by Hamline University toward completion of that degree program.
9. Students transferring from one degree program and/or school or college within Hamline University to another will be eligible for the number of credit hours required to complete the baccalaureate, master’s or doctorate degree program to which the student has transferred, LESS the number of credit hours taken prior to the transfer, even though some of the pre-transfer credits may not be applicable to the new degree.

10. Termination of employment, which interrupts the continuous accumulation of service creditor; or changes the employment status to an ineligible status will immediately terminate the benefit. Any student enrollment that continues after a termination that occurs during a semester will require payment of the prorated tuition balance.

11. A leave of absence shall interrupt the continuous accumulation of service credits. Therefore, a union member on leave of absence would not be eligible for tuition benefits during the leave of absence period and would be responsible for tuition balance prorated from the date the leave of absence begins to the end of the semester.

12. Upon retirement or death of a union member whose dependent is currently participating in the dependent tuition scholarship program, the dependent tuition benefit will continue under the original terms of the individual program.

13. Upon the retirement or death of a union member with ten (10) years of full time continuous employment or its equivalent, other dependents who will become eligible after the union member’s retirement or death will be eligible for tuition benefits. This benefit is being agreed to by the Employer, only on the condition that if the Employer changes the ten (10) years required for other employees, this requirement would be changed in this Union Agreement accordingly.
Except as otherwise noted above, the union member's participation in this program shall be subject to all requirements of the Employee's tuition scholarship program that are applicable to nonunion employees. The Employer reserves the right to amend this program from time to time, and such amendments shall be applicable to union and nonunion employees.

ARTICLE XXI – TRAINING

If an employee enrolls in a school training program on a subject directly related to his/her classification and work assignment or is required by the Employer to participate in a training course or recertification course and has the advance approval of the Employer, one hundred percent (100%) of his/her tuition will be reimbursed by the Employer upon successful completion of the course.

ARTICLE XXII – NONDISCRIMINATION AND EQUAL EMPLOYMENT

The employer agrees that there shall be no discrimination against any employee or applicant for employment in any manner on grounds of race, creed, color, religion, sex, sexual or affectional orientation, national origin, ancestry, age, disability, military status, citizenship, marital status, familial status or status with regard to public assistance.

ARTICLE XXIII – LENGTH OF AGREEMENT

THIS AGREEMENT, which supersedes any and all previous agreements, shall be in full force and effect from the date that both parties have signed this Agreement ("Effective Date"), to and including the 31st day of December 2019, and 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 sixty (60) days prior to the annual date of expiration.
The Employer and the Union have agreed to the herein stated terms.

For: Hamline University

Margaret Tungseth, VP of Finance & Admin

Lowell Bromander, Asst. VP Facility Services

Ken Dehkis, Director of Facilities Operations & Horticultural Services

Steve Bordsen, Chief Engineer

Lynn Willmert, HR Manager

Date: 4/13/2017

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Bruce Larson, Steward

Randall Richard, Steward

Date: 4-12-2017

KW/jcb/opecu#12
Contracts/Hamline