AGREEMENT BETWEEN

3M Company

ST. PAUL, MINNESOTA

and

LOCAL 70

INTERNATIONAL UNION OF
OPERATING ENGINEERS

A.F.L. - C.I.O.

September 4, 2017
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THIS AGREEMENT made and entered into this 22nd day of May 2018, by and between 3M Company, located at St. Paul, Minnesota, hereinafter called 3M, and Local 70, International Union of Operating Engineers, A.F.L. - C.I.O., hereinafter called the UNION.

WITNESSETH:

WHEREAS, it is the desire of 3M and the UNION to maintain mutual understanding and cooperation between 3M and its employees, to insure the peaceful settlement of disputes, prevent strikes and lockouts, promote the security and welfare of the employees and maintain efficiency of production to enable 3M to operate competitively in the industry, it is hereby agreed between the parties as follows:

ARTICLE I. RECOGNITION

1. 3M recognizes the UNION as the sole bargaining agent in the matters of wages, hours, and other conditions of employment for all employees as classified herein at the 3M Center, current locations in St Paul, and 3M Cottage Grove which includes the Waste Water Treatment plant and Incinerator facility, hereinafter referred to as the plants.

2. All employees covered by this Agreement, shall become and remain members of the UNION in good standing upon the completion of their probationary period, as a condition of employment.

3. Upon individual authorization for members, monthly UNION dues shall be deducted by 3M from each member's first pay in each month. Such sums shall be forwarded by 3M to the UNION before the 15th day of the month.

ARTICLE II. REPRESENTATION

1. The UNION will be represented by the UNION Business Representative and/or UNION Business Manager in negotiations with 3M dealing with terms and conditions of employment that relate to bargaining unit members.

2. 3M agrees that during the meetings held with Management, members of the UNION required to attend shall be paid at their regular hourly base rate for all time lost from their regularly assigned work schedule.

3. The Company agrees to 2 union representatives or 2 stewards to attend a non-grievance meeting unless mutually agreed upon. Management would have the same number of representatives as noted above. No more than six union representatives on the Operating Engineers-Local 70 negotiating team

ARTICLE III. MANAGEMENT

The UNION recognizes that the successful and efficient operation of the plants is responsibility of Management, and that Management of the plants and the direction of
the working force, including the right to plan, direct and control plant operations, to hire, suspend or discharge for proper cause, to transfer, promote or demote employees in accordance with this Agreement, to relieve employees from duty because of lack of work or for other legitimate reasons in accordance with this Agreement, and the right to introduce new or improved methods or equipment, is vested exclusively in 3M, provided, however, that no employee will be discriminated against because of UNION membership.

ARTICLE IV. HOURS

1. The first shift is recognized to be the day shift and is defined as any shift which starts during the a.m. period after 12:00 midnight. The day shift normally begins at 7:00 a.m. or 8:00 a.m. The scheduled starting time for such establishes the beginning of the first day or shift.

2. The payroll week starts at the beginning of the first shift on Monday and ends at the end of the third shift on Sunday.

3. The present shift schedule being worked in the Plants shall not be changed without mutual agreement between 3M and the UNION. Shipping and Receiving scheduled hours are 7 a.m. to 3 p.m. and 10 a.m. to 6 p.m. Fire Protection group at 3M Center-Maplewood working schedule will be Monday through Friday 7:00 a.m. – 3:00 p.m.

4. Overtime shall be paid in accordance with the following:

   a. Time and one-half shall be paid for all hours worked in excess of forty hours in any one payroll week. Time worked, holiday pay, vacation, jury duty, funeral leave, military leave and company paid union business shall be considered time worked for the calculation of overtime premiums.

   b. Time and one-half shall be paid for work performed on Saturday, as well as for work performed on an employee's regular days off provided the employee has worked his/her other scheduled hours in the work week with the following exceptions:

   (1) Holidays and vacations as provided in the Agreement.
   (2) Work not available or possible upon reporting.
   (3) Jury Duty.
   (4) Personal illness properly excused by the supervisor; however, if there is any doubt, supervisor can require doctor's certificate.
   (5) Proper evidence of death and funeral in the immediate family.
   (6) Time lost because of grievances or contract negotiations with the representatives of 3M.

   c. Double time shall be paid for work performed on Sunday.

Effective September 3, 2021 Article 4 b shall be replaced by:

   b. Time and one-half shall be paid for work performed on an employee's regular days off provided the employee has worked
his/her other scheduled hours in the work week with the following exceptions:

(1) Holidays and vacations as provided in the Agreement.
(2) Work not available or possible upon reporting.
(3) Jury Duty.
(4) Proper evidence of death and funeral in the immediate family.
(5) Time lost because of grievances or contract negotiations with the representatives of 3M.

Effective September 3, 2021 Article 4 c shall be replaced by:

c. Double time shall be paid for work performed on a Sunday that is not part of an employee's regularly scheduled shift provided the employee has worked his/her other scheduled hours in the work week with the following exceptions:

(1) Holidays and vacations as provided in the Agreement.
(2) Work not available or possible upon reporting.
(3) Jury Duty.
(4) Proper evidence of death and funeral in the immediate family.
(5) Time lost because of grievances or contract negotiations with the representatives of 3M.

5. Overtime.

Overtime will be distributed within classifications in each department in an equitable manner as reasonably practical, taking into consideration the ability of the employee to perform the work, in accordance with the following procedures. If requested to work overtime the employee will be expected to do so unless an acceptable reason is given.

a. Overtime List

1. An overtime list by classification will be kept that reflects the overtime hours charged to each employee. In computing the overtime list, hours worked at premium pay that are part of an employee's regular work week will not be considered overtime.

2. On the first Monday of each year all employees are to be placed at zero (0) hours overtime by department. For the 3M Center Boiler Plant only the zero process will be to subtract the low-man overtime hours from each employee's overtime hours on the first Monday of the year.

3. The overtime list will be posted for all to see and the steward will monitor the overtime list.

4. Overtime hours will be tabulated on a daily basis. The weekly posted list will be used to determine overtime assignments. The first known overtime will be assigned in accordance with the weekly list. If additional overtime occurs before these hours
already assigned have been worked, the assigned hours will be considered as overtime worked for the purpose of determining assignment to the new hours. (This will not apply if at the time the new hours become available, the previously assigned hours have been canceled.)

b. Overtime Charge

1. Overtime will be charged as hours paid. An employee who has refused the overtime will be charged the highest equivalent number of hours paid. If overtime is offered as an extension of a shift and declined, it will be charged providing the work to be done is completed on overtime even if the hours when the work is performed is changed.

2. Whenever possible an employee, on their regular day off will not be offered overtime of less than eight hours unless:

   (a) It is an emergency, or
   (b) The scheduled work is less than eight hours.

3. An employee will have overtime hours charged if the employee refuses to work overtime except:

   (a) While on vacation the employee's days off preceding and/or following such vacation, if the vacation time and days off are five (5) or more consecutive days.
   (b) When subject overtime has been canceled.
   (c) An employee is excused for 3M/UNION meetings.
   (d) The employee is unable to be reached to offer overtime.

4. Persons who normally work in more than one classification may work overtime in the normal classifications but will carry one overtime total, which shall be the total of the overtime hours accumulated in both classifications.

c. Overtime Assignment

1. When overtime is available, the employee with the lowest number of overtime hours in classification will be contacted to work first except:

   (a) The employee is off work because of military leave, jury duty, sick leave, funeral leave, or disability.

   (b) If the scheduled overtime work extends to the next day and that day is not a regular workday, then the person on the scheduled job will have the first opportunity to work the overtime. If refused they will be charged and the lowest person will then be asked.
The supervisor or their designee will attempt at least one call before going on to the next person on the list. The time of the call will be logged.

2. The first opportunity of working overtime will be given to the person with the lowest charged hours in the classification. An employee will not be asked to work overtime if it would mean the employee will work more than twelve (12) consecutive hours, except in an emergency. If the lowest person in the classification can only work four (4) of the overtime hours, the remaining four (4) hours will be given to the lowest employee who can work the overtime on either end of the employee's regular scheduled shift. Whenever possible an employee on their regular day off will not be offered overtime of less than eight (8) hours unless:

(a) It is an emergency, or
(b) The scheduled work is less than eight (8) hours.

d. No Call List

Employees who do not wish to be called on their days off may sign a No-Call List and their name shall remain on the list for the payroll week. Employees signing the list will be credited with overtime work when they would have been called under normal procedure.

e. Additions to the Overtime List

When an employee changes plants and/or classifications or a new employee is hired, the employee will be added to the overtime list and be credited with overtime hours equal to the highest employee in the classification.

f. Distribution of overtime is governed by the article IV. (5a). In the event that Local 70 members or management wants to modify the overtime procedures, the following will need to apply:

New Department overtime agreements or modifications to existing agreements are not valid without the approval of (1) Operating Committee and (2) Human Resources. Upon approval by the above mentioned, then it would need to be approved by a majority of the employees in the department and ratified by the Union committee Local 70.

(1) A department overtime agreement shall not be in conflict with the above provisions listed under article 4.

(2) One (1) copy of each such departmental overtime agreement must be filed with the Cottage Grove or 3M Center Steward that represents the affected department, and Human Resources.

(3) The agreement(s) can be cancelled by either local 70 members or management with a 30-day written notice. After the 30-day notice, then the department will then follow the language in the contract
g. Overtime Disputes

Disputes will be limited to mutual clarification unless it is knowingly repeated.

6. All premium pay for Saturday, Sunday, or holiday work as such under Article 6 of this Agreement or penalty pay of any nature, except night shift differentials, shall be considered overtime. Premium/overtime payment shall not pyramid and be paid on two (2) different bases for the same hours.

7. Holidays Worked

a. Double time, in addition to the holiday pay, as stated in Paragraph 6.15 below, will be paid for all hours worked on the following holidays:

   New Year's Day       Day after Thanksgiving
   Memorial Day         December 24
   Fourth of July       Christmas
   Labor Day            December 31
   Thanksgiving

The Union will be notified on October 1 of the schedule for the following year.

There are (2) two personal holidays available in addition to the holidays mentioned above. The personal holidays may be taken on days requested by an employee with prior approval of the employee's supervisor. These must be scheduled and taken before the end of the calendar year. During the employee's probationary period, he/she will be eligible to take one personal holiday.

If the holiday falls on a Saturday or Sunday it will be observed on Friday and/or Monday (as announced by the Company). Any unused holidays or personal holidays are not paid at termination.

An employee will not receive holiday pay beyond one personal holiday until completion of the probationary period. Upon completion of probationary period, holidays that have already occurred will not be paid

b. A holiday starts at the beginning of the first shift and ends at the close of the third shift. When one of these holidays falls on a Saturday or Sunday, the holiday shall be observed on a weekday. The holiday schedule for the following year will be identified at least 90 days prior to year-end.

c. If an employee works six (6) days in the payroll week, the sixth day being a holiday, the employee may not receive more than the amount that he/she would receive under the provisions of Section 7a.

8. Holidays Not Worked
a. After completion of the probationary period, an hourly employee not working on the holiday will be granted holiday benefit consisting of eight (8) hours straight time pay at his/her regular hourly base rate.

b. To be eligible, the employee must be at work on the day for which they are scheduled prior to the holiday and following the holiday.

These are the only payroll codes that make an employee(s) ineligible for holiday pay:
1. NA – No Pay AWOL
2. NE – No Pay School Related Activity If Not Covered By State Rules
3. NP – No Pay Personal Excused
4. NS – No Pay Sick (Medical Denied)
5. Any Illness or Injury absence without the appropriate medical documentation.

Employees who do not perform any actual work in the four weeks immediately preceding the holiday listed above in 7a will not be eligible for holiday benefit. If a holiday recognized within this Agreement falls within an employee’s vacation period, he/she shall be granted holiday pay and will not be charged vacation for that day, provided the employee is eligible for holiday pay on that holiday.

9. Double time shall be paid for all consecutive hours worked over twelve (12)

10. Employees will be allowed ten (10) minutes wash-up time during the shift. This wash up period is not intended to be an additional wash up period for those that have a wash up period in Article VII.

11. 3M will pay $0.25/hour each for up to two (2) licenses/certifications beyond their own position-required licenses/certifications for positions they are properly qualified, trained and available to work at their site.

If the base rate of the additional position is higher than the employee’s assigned position, the employee would be paid at the higher rate for that position if they worked four (4) hours or more in a workday, as described in article V., section 4 of the contract.

Example Only: For an employee working 2,080 hours in a year, this $0.25/hour would result in $520 additional wages even if they are not called on to work the job that require the additional license/certification.

Management and Union will mutually agree within one (1) month after ratification the criteria for training that confirms the competency in the alternate classification.

An employee receiving the additional license/certification pay can be moved to an alternate assignment during their shift only after the OT list for the alternate classification with the opening has been exhausted and there are no takers from that classification for the OT.
An employee receiving the additional license/certification pay will be automatically signed up for OT in the alternate classification and can only be selected for that OT after the alternate classification OT list has been exhausted. All hours worked in the alternate classification will be added to the in-classification overtime list. Hours refused in the alternate classification will be charged.

An employee will be removed from the additional license/certification program if they:
- Put in writing their request to be removed from the additional license/certification pay program.
- Reject overtime in the alternate classification three (3) consecutive times.
- Fail to maintain the additional license/certification until they are reissued the necessary license/certification.

ARTICLE V. WAGES

1. 3M agrees to adjust hourly rates in accordance with Article XIII for all hourly paid employees covered by this agreement.

2. New Employees. New employees shall advance from the starting rate ($3.35 below the classified rate) for their job to the classified rate for their job on the Monday following the completion of the probationary period (90 days worked). New Incinerator Operating Engineers will follow Appendix 10 rate structure (Training MOU).

3. Promotional Increases

   a. When an employee bids for a higher classified position within their current plant and is successful, the employee will be awarded the position within thirty (30) days following the end of the posting times. The employee will receive the classified rate for the job when they physically move to it or after thirty (30) days, whichever comes first.

   b. When an employee bids for the same or a higher classification outside the plant they currently work at and is successful, the employee will be awarded the bid within sixty (60) days following the end of the posting times. The employee will receive the classified rate for the job when they physically move to it or after sixty (60) days, whichever comes first.

4. Temporary Service in Higher Jobs

   a. Temporary work or part-time service in a higher classified job for periods less than one full payroll week will not be considered a promotion or change in classification.

   b. When an employee is assigned to work temporarily in a higher classification for four (4) hours or more in a workday, they shall be paid the higher rate for all hours worked in the higher classification. When an employee is assigned temporary work in a higher classification, the
employer will not vary assignments among employees within a workday to avoid payment under this provision.

c. Temporary work shall first be filled from available qualified personnel from the Steam Generation Plant in which the vacancy occurs before being offered to other steam generation plants.

5. Temporary Service in Lower Jobs. 3M agrees that while an employee is assigned temporarily in a lower classified job, they shall receive their regular classified rate.

6. Transfer to Lower Jobs. When an employee is permanently transferred to a lower classified job, as opposed to temporary, the employee will receive the rate for the lower classification on the first Monday on or after they start work in the lower classified job.

7. Any employee who reports for work according to his/her regularly assigned work schedule without being notified in advance not to report, shall be allowed a minimum of four hours work, except in cases of emergency beyond the control of 3M.

8. Shift Premium. The majority of hours worked in any one shift for the day shall determine the premium to be paid for all hours worked on that day. The day shift shall be from 7:00 a.m. to 3:00 p.m.; the afternoon shift shall be from 3:00 p.m. to 11:00 p.m.; and the night shift shall be from 11:00 p.m. to 7:00 a.m.

   a. If 50% or more of the hours worked are on the afternoon shift, a premium of fifty cents ($.50) per hour will be paid for all hours worked on that day.

   b. If 50% or more of the hours worked are on the night shift, a premium of sixty ($0.60) per hour will be paid for all hours worked on that day.

9. Call-In Pay. Employees who have been recalled to work after they have completed their regularly scheduled shift and have left the plant, shall be given a minimum of four (4) hours' work. If four (4) hours' work is not available, the employee shall be paid for the hours worked according to our wage and premium pay policy and the remainder of the four (4) hours not worked shall be paid at the employee's regular straight-time hourly base rate. If such work extends into the employee's regular shift this call-in policy shall not apply. An employee called during non-working hours shall be paid for the actual time on the phone for management-initiated or management-approved calls for the purpose of having the employee assist in the evaluation and/or servicing of operational issues. This will not constitute an overtime bypass.

10. Jury Duty. 3M agrees to pay the difference between jury duty pay and the employee's straight-time hourly base rate when called for jury duty. Employees on jury duty shall work regular scheduled weekends during jury assignments.

11. Effective 2nd quarter 2004, employees will receive regular payroll from the Company on a biweekly basis. There will be a transition week for time reporting exceptions and deductions in order to correlate with the biweekly payment schedule.
ARTICLE VI. VACATIONS

1. Employees will begin to earn vacation the month in which they were hired. The Maximum Annual Vacation Hours and the rate at which vacation is earned are based on service credit shown on the table below. Employees earn vacation each month during the year but can use Annual Vacation Hours beginning in January of each year before it has been earned. Unused annual vacation at the end of the year will be forfeited.

<table>
<thead>
<tr>
<th>Years of Service Credit By End of Calendar Year</th>
<th>Maximum Annual Vacation Hours</th>
<th>Vacation Hours Earned/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>40 hours</td>
<td>3.33 hours</td>
</tr>
<tr>
<td>1 year – 7 years</td>
<td>80 hours</td>
<td>6.67 hours</td>
</tr>
<tr>
<td>8 years – 11 years</td>
<td>120 hours</td>
<td>10.00 hours</td>
</tr>
<tr>
<td>12 years – 19 years</td>
<td>160 hours</td>
<td>13.33 hours</td>
</tr>
<tr>
<td>20+ years</td>
<td>200 hours</td>
<td>16.67 hours</td>
</tr>
</tbody>
</table>

** Annual Vacation Hours are prorated for new hires and rehires and part-time employees during the calendar year.

Note: Subject to applicable law, vacation may not be used on any day when an employee is eligible to receive a full day of compensation through other paid leave or benefit programs, such as on days when the employee is paid due to personal holidays, 3M short term or long term disability benefits, workers' compensation, state disability insurance, or state paid family leave benefits.

Transition:
The 2015 and 2016 Annual Vacation Hours will be available for use in the respective plan year even if the banked vacation from the vacation plan effective before 1/1/2015 has not been exhausted. In 2014, 2015, the company will buy back up to 80 hours of an employee’s banked vacation if an employee has that amount available. At the end of 2016 calendar year, the company will pay out all of the remaining banked vacation hours.

2. Vacation and personal holiday requests will be granted per article VI. (3).
   A. Pay for single day vacations will be for the scheduled hours normally worked on that day at the employee's regular rate, i.e., eight hours of pay for a scheduled 8-hour work day and 12 hours of pay for a scheduled 12-hour workday.
   B. Personal holidays shall consist of eight (8) hours pay at the employee's regular base rate for eligible employees.

3. Vacations will be granted at such times of the year as 3M Company finds most suitable, considering the wishes of employees according to plant seniority and the requirements of plant operations. Vacations may be taken in one (1) hour
increments providing 3M Company is able to meet the requirements of plant operations.

A. Priority Vacation Pick - Allow for first priority vacation pick to take place between October 1 and December 31 for vacations that occur between January 1 and December 31 of the following year. In addition, employees shall be allowed to exercise a second round of picks once the first round has proceeded through all employees on a seniority basis. The employer shall not cancel these picks. After January 1 of the vacation year, vacations shall be granted on a first come first serve basis.

4. Employees who leave 3M Company will be paid all earned vacation. Employees going on lay-off may request pay for all earned vacation.

5. An employee who is absent from work for reasons of vacation during the entire period of time a job is posted may be considered for department or plant postings occurring during his/her absence only by completing a "Job Posting During Vacation" form prior to his/her 1st day of vacation.

6. For the purpose of determining eligibility for vacations, sick benefits and holiday benefits provided in the Agreement, twelve (12) calendar months of service credit will constitute a year of service. Service credit for regular employees is determined from the first day of employment. If an employee begins work on or before the 17th of the month they will receive service credit for the entire month. When an employee leaves 3M, they will receive service credit for the month of termination if their employment ends on or after the 16th of the month.

Service Credit will be earned while an employee is absent as follows:

(a) Short Term Disability (S & A) – for the first continuous six months of absence.

(b) Long Term Disability (LTD) – for the duration of the absence, provided the employee returns to work at 3M.

(c) All vacation, holidays and sick pay.

(d) Military Leave – for the period of such leave as required by the Universal Military Training and Service Act. (Excludes educational leave granted under the Bill of Rights).

Service Credit will not be earned for:

(a) Time spent on unpaid leaves of absence.

(b) Time on lay-off.

7. Employees who return from lay-off, unpaid leaves of absence or rehire will have their service credit adjusted immediately upon their reemployment.
8. Service Credit adjustments will be made by moving the most recent service credit date forward by the actual number of calendar days between the last day worked and the date the employee returns to work or is rehired.

9. Employees transferred to the hourly payroll will retain any accumulated service credit for the purpose of determining eligibility for benefits as provided in this agreement.

10. Employees on the temporary payroll will accumulate no service credit while serving as a temporary or part-time employee unless they qualify under Article 12.

ARTICLE VII. GENERAL

The times listed below indicate the amount of time permitted coming to work early or staying after the shift. Shower times are listed as time outside of a break but are not additional time before or after a shift. See Article 4 (10).

<table>
<thead>
<tr>
<th>Cottage Grove Position</th>
<th>Minutes Allowed Before Shift</th>
<th>Wash Up Time (before end of shift)</th>
<th>Minutes Allowed After Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift Engineers *</td>
<td>3</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Incinerator (except PO#1)</td>
<td>15 (donning)</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>PO#1</td>
<td>28 (donning &amp; shift communication)</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Fire Protection *</td>
<td>3</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Waste Water</td>
<td>20 (donning, shift communication &amp; relief)</td>
<td>10</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3M Center Position</th>
<th>Minutes Allowed Before Shift</th>
<th>Wash Up Time (before end of shift)</th>
<th>Minutes Allowed After Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shift Engineers *</td>
<td>5 minutes after communication</td>
<td>10</td>
<td>5 minutes after communication</td>
</tr>
<tr>
<td>Assistant Engineer *</td>
<td>5 minutes after communication</td>
<td>10</td>
<td>5 minutes after communication</td>
</tr>
<tr>
<td>Fire Protection *</td>
<td>3</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Lead Person *</td>
<td>5 minutes after communication</td>
<td>10</td>
<td>5 minutes after communication</td>
</tr>
</tbody>
</table>

The times listed before and after the shift starts are the only authorized times permitted by the company for the purpose of paid activities. If it states 0 minutes after the shift, this means that an employee is no longer permitted to stay any additional time after the shift concludes. Therefore, the three minutes is no longer applied or permitted.

For those positions with minutes before and after the shift starts, these are the only times permitted to punch in or after the shift. The 5 minutes for communication means that the employee in that position can punch in no earlier than 5 minutes before the shift.
or stay after the shift. Three minutes in addition to the above no longer applies before and after the shift.

Those positions with the * beside the position name are not required to don and or doff a uniform. Changing into a uniform will need to be done prior to the shift starts and never on company time.

Breaks:

Eight Hour Scheduled Work Shift: Relief periods must be taken in these increments: two (2) ten-minute break periods and one (1) twenty-minute lunch break for a total of forty (40) minutes in an 8-hour work period will be Company paid time. Employees are not allowed to leave the site to take breaks or to get lunch. There will be one break before the middle of the shift and another break in the latter half of the shift. Lunch will be scheduled somewhere between the 4th and 6th hour into the shift unless approved by the supervisor. If an employee works 4 hours or less in a day on the regular shift, there will be one (1) ten-minute break and no lunch break.

When an employee works an additional four (4) hours above and beyond his/her regular 8-hour schedule, the employee will be entitled to one (1) ten-minute break at the end of the regular shift and an additional (1) ten-minute break during the overtime shift.

Twelve Hour Scheduled Work Shift: Relief periods for four (4) ten-minute break periods and one (1) twenty-minute lunch break for a total sixty (60) minutes in a 12-hour work period will be on Company paid time. Employees are not allowed to leave the site to take breaks or to get lunch. There will be two breaks before the middle of the shift and another two breaks in the latter half of the shift. Lunch will be scheduled somewhere between the 6th & 7th hour into the shift unless approved by the supervisor. If an employee works 6 hours or less in a day on the regular shift, there will be two (2) ten-minute breaks and no lunch break.

In an emergency, where an employee works an additional four (4) hours beyond 12 consecutive hours scheduled, the employee will be entitled to one (1) ten-minute break at the end of the regular shift and an additional one (1) ten-minute break and one (1) twenty-minute lunch break during the overtime shift.

Travel times to and from breaks must be reasonable. All break periods will be taken in the designated break areas closest to the building where you are currently working.

ARTICLE VIII. BENEFITS

All regular full time and part time employees are eligible for the 3M Group Insurance Plans including the Disability, Survivor, Savings, and Retirement Plans as outlined in the Collective Bargaining Agreement 3M Benefits Plans Summary Plan Descriptions as well as the Medical and Dental plans that are offered to 3M Maplewood and Cottage Grove employees that are not covered by a Collective Bargaining Agreement. 3M reserves the right to modify, amend or terminate its Medical and Dental plans in whole or in part at any time. Employees will be notified of any changes to the Medical and Dental plans. In the event that the Medical and/or Dental plan is terminated by the company, the parties agree the CBA will be reopened for the limited purposes of negotiating substitute
medical and dental insurance programs. Information for these Plans is contained in their Summary Plan Descriptions (SPD) which are available via 3M Source on the intranet.

The company agrees that if the Union or Company discovers any material change made to the benefit book beyond those changes agreed to in the stipulations during the life of this contract then the company will resolve the issue with the Union at that time. A material change would be a change that impacts a benefit coverage level, time frame, cost, items covered or deviates from the current benefit practices.

ARTICLE IX. GRIEVANCE PROCEDURE.

1. Should grievances or disputes arise between 3M and the UNION or any member of the UNION regarding the meaning or application of any provision of the Agreement, both 3M and the UNION agree there shall be no stoppage of work on account of such differences. Grievances or disputes involving alleged violations of the Agreement, and the interpretation and application of particular clauses of this Agreement, shall be adjusted according to the following steps in the order named, and any adjustment so made shall be final and binding upon both parties.

   Step 1. The employee (and the Department Steward if the employee desires) shall take the matter up with the Supervisor. If no settlement is reached in Step 1 within two (2) working days, the grievance shall be reduced to writing on the form provided for that purpose.

   Step 2 a. The employee, steward, or UNION Business Representative will file a written grievance within thirty (30) calendar days of the alleged infraction and send a copy of the grievance to the supervisor and general supervisor of the plant involved.

   b. Within ten (10) working days of receipt of the written grievance, unless mutually agreed upon, the supervisor, general supervisor, and/or manager/plant superintendent will meet with the employee, the department steward and the Union business Representative to attempt to resolve the matter. A written response from the company will be made within 30 calendar days of this meeting.

   Step 3 a. If no settlement is reached in Step 2 the UNION may appeal the grievance to the Department Manager within 10 working days.

   b. Within ten (10) working days of receiving the written appeal, the plant Human Resources Manager and two (2) other members of management will meet with the employee, the department steward and the union Business Representative. A written response will be made within 30 days of this meeting.

   Step 4 a. If no settlement is reached in Step 3 the matter will be referred to arbitration. A request for a panel of seven (7) arbitrators shall be sent to the Federal Mediation and Conciliation Service (FMCS). Upon receiving the panel an arbitrator shall be selected as soon as
the parties can arrange a meeting to do so. The decision of the arbitrator shall be final and binding on all parties. The salary of the arbitrator, and any necessary expense incidental to the arbitration shall be paid jointly by 3M and the UNION.

The arbitrator shall not have the authority to add to, modify, amend, or delete any of the terms or provisions of the Agreement.

b. The steps and time elements of this procedure will be adhered to unless mutual agreement is reached to modify them.

If the time limits listed in the steps of this procedure are not met by the employer, then the grievance may proceed to arbitration.

ARTICLE X. SENIORITY.

1. Bargaining unit seniority, hereinafter referred to as seniority, will be determined from the employee's earliest date of continuous employment in Local 70 at the 3M plants. Plants are identified in Article 1.1. When plant seniority is equal to the day, ranking will be determined alphabetically by the employee's last name with letter A being first.

2. An employee will be on probation without seniority for 90 days actually worked from date employed in the plants, during which time 3M shall have the right to dismiss him/her for any reason without regard to seniority. Upon satisfactory completion of ninety-day probation, seniority will begin on the date of starting work in the defined plants.

3. Posting of vacancy notices.

a. When there is a vacancy within a job classification within a plant, the employee(s) within that job classification shall have the opportunity to move within that classification through the use of their seniority provided the employee(s) are qualified to do the job. Once this has occurred, the ultimate vacancy, if necessary, shall be posted. (A copy of the posting will be given to the plant stewards).

Notice of the ultimate vacancies shall be posted by 3M in all of the plants for five (5) calendar days. The senior qualified person in the plant where the vacancy occurred will be given first consideration for the job. To be considered for a Shift Engineer Classification, in addition to the proper license, the employee must have previous experience as a Fireperson at the St. Paul Main Plant, 3M Cottage Grove Plant, or as an Assistant Engineer.

b. If the vacancy is not filled by a qualified person from the plant where the vacancy occurs, the most senior qualified person will be first considered for the job provided they have the proper license.

c. In the event the posting is not filled by the most senior qualified employee as outlined in a. or b. above, the most senior qualified employee on the
posting will be considered regardless of pay grade in the other plants, provided they have the proper license.

d. If the position is to be in a new plant added to paragraph one, it will be posted in all the plants and the most senior qualified employee on the posting regardless of pay grade will be first considered, provided they have the proper license.

e. If not considered qualified, an employee shall be given an explanation as to why he/she was not chosen. If the employee is not satisfied with the explanation, he/she can resort to the grievance procedure. The seniority standing of any employee refusing to accept the job shall not be affected by reason of such refusal.

f. The Company and the Union agree that upon ratification of this Collective Bargaining Agreement (CBA), both parties will have meetings encompassing three members from each side to discuss the processes for one-time rebidding all jobs in the last year of this CBA. These meeting will begin within the first three-month period after ratification.

Both parties agree that in the creation of the processes and rules regarding the one-time rebidding that the Company has the right to ensure that the business is not disrupted and there are no undue burdens on either site.

This Article will become null and void on September 3, 2021.

4. Reduction. In case of a permanent reduction the procedure shall be:

a. When an employee working permanently in a classification is reduced or bumped from their classification because of lack of work, the employee shall have the right to bump the least senior employee in an equal or lower classification in any plant, provided they have the necessary seniority and qualifications. If the employee does not have the necessary seniority and qualifications to bump into an equal or lower classification, the reduced employee shall displace the least senior employee in a higher classification in ascending order, provided they have the necessary seniority and qualifications.

b. A permanent reduction shall be defined as a layoff of an employee anticipated to be or is in excess of eight (8) weeks in a twelve (12) month period.

c. Employees shall be given three (3) working days' notice of impending layoff from the plant or three (3) days' pay in lieu thereof.

5. An employee laid off due to lack of work shall retain his/her seniority and will be recalled in the order of his/her seniority before a new employee is hired.

6. Seniority will terminate for the following reasons:

a. Voluntary resignation.
b. Discharge for proper cause.

c. Failure to report to work after layoff within three working days after being notified by registered letter, return receipt requested, at the employee's last available address, unless satisfactory reason is given.

d. Absence for three consecutive working days without notice, unless satisfactory reason is given.

e. Layoff for twelve (12) consecutive months, except in cases of military service.

Any employee whose seniority is terminated as provided above, and who may later be re-employed, shall start as a new employee.

7. Supervisory and Other Salaried Positions:

a. It is recognized that all salaried employees are representatives of Management and the assignment of their duties, promotions, demotions, and transfers is the responsibility of 3M and cannot be determined on the basis of seniority.

b. Supervisors shall act in a supervisory capacity and shall not perform any work normally performed by workers under their supervision; except in an emergency or in the instruction of workers, or to assure the proper performance of work, or work of an experimental nature, or for the proper operation of equipment, or to protect 3M property, and to insure the safety of employees.

c. When an hourly employee accepts a salaried position the employee's seniority shall not be forfeited for a period of ninety (90) calendar days. Within the 90 days, the employee may apply to an open posting to return to the bargaining unit. After ninety (90) calendar days, an employee's seniority in the bargaining unit is forfeited.

8. Members of the Union, not to exceed one (1) at any one time, who may be elected or appointed to a full-time office of the Union, shall be granted a Leave of Absence for the period of time covered by the assignment. The employee will continue to accumulate seniority, and if later relieved of their duties, may exercise their rights to return to a position in the bargaining unit, provided they have the necessary seniority and qualifications.

ARTICLE XI. STRIKES AND LOCKOUTS

It is understood and agreed that during the period of this Agreement and so long as this Agreement is fulfilled, there shall be no strikes, lockouts, or any cessation of work by either party.
ARTICLE XII. WAGE ADJUSTMENTS

1. The hourly classified base rates will be as follows:

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<thead>
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<th></th>
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</thead>
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<td>40.59</td>
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<tr>
<td>Waste Water Treatment I</td>
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<tr>
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<tr>
<td>Pollution Control Operator II</td>
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<tr>
<td>Pollution Control Operator III</td>
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<td>37.93</td>
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<tr>
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<td>37.04</td>
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<td>Assistant Engineer</td>
<td>36.17</td>
<td>37.04</td>
<td>37.93</td>
<td>38.84</td>
</tr>
</tbody>
</table>

ARTICLE XIII. LEAVE OF ABSENCE

1. Employees requesting a leave of absence for the purpose of carrying out Union business may be granted for a maximum period of twelve (12) months if approved by 3M and the Union.

2. Employees are eligible for up to 12 weeks unpaid Family Leave per year according to the provisions of the Family Medical Leave Act.

3. All regular full-time and part-time employees who are not eligible for other medical leave or benefit programs, but who are unable to work or perform the essential functions of the employee’s job due to a medical condition may be eligible for an unpaid medical leave of absence. The Unpaid Medical Leave Policy can be found on 3M Source in the Policy Center (Human Resources > Benefits)
4. 3M will pay the differences between military pay and an Employee’s straight-time hourly base rate earnings for a period up to (2) weeks of forty (40) hours each in any one calendar year when an Employee participates in an annual military encampment or cruise, or is ordered to active military duty during an emergency or disaster (i.e., fire, flood, riot, tornado). Time spent on such active military duty or emergencies shall not affect an Employee’s vacation benefits. Any Employee who enters the Military Service of the United States shall maintain and accumulate seniority during the period of such service to the extent provided by the applicable federal regulations. Upon termination from Military Service, the Employee shall be returned to work in accordance with applicable federal regulations. If the Employee leaves employment with 3M to serve in the uniformed services, the Uniformed Services Employment and Reemployment Rights Act (USERRA) may provide Employee with certain rights. If Employee’s employment is interrupted because of uniformed services, 3M will supply Employee with additional information regarding Employee’s rights to coverage and other USERRA rights.

ARTICLE XIV. RENEWAL

1. This Agreement will remain in full force and effect until 12:01 am, September 4th, 2021, and then successively from year to year unless written notice to modify, amend, or terminate this Agreement is filed by either party or/or before the 1st day of September in any year.

2. It is agreed by both parties that in the event unforeseen circumstances prevent the signing of a new Agreement by the date of expiration of the then existing Agreement, all provisions of the existing Agreement shall remain in full force and effect and that negotiations shall continue until a new Agreement is made.

ARTICLE XV. SUCCESSOR LANGUAGE

The company agrees that if during the life of this Agreement it discontinues operations, sells, leases, transfers or assigns the operations covered by this Agreement, it shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Agreement and shall make the sale, lease, transfer or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all obligations of this Agreement until its expiration date and treating the affected employees of the Bargaining Unit in accordance with the term of this Agreement.
APPENDIX I.

1. The Company and the UNION agree to follow a policy of non-discrimination on the basis of race, religion, national origin, sex, or age as set forth under Title VII of the Civil Rights Act of 1964.

2. Employee(s) means all workers covered by the Agreement, whether male or female. The use of masculine pronouns or job titles that denote gender shall mean all employees.

3. Safety

3M will make reasonable provisions for the safety and health of employees during the hours of their employment. Both 3M and the UNION recognize that employee safety and health are the responsibility of everyone. Therefore, attendance at crew meetings where safety or regulatory issues are to be discussed is required, provided these meetings are paid for by 3M and scheduled on or adjacent to the employees' regular shift.

4. In the event any section or article of this agreement shall be found to be illegal or inoperable by any Government authority of competent jurisdiction, only the affected provision shall be invalid and the balance of this Agreement shall remain in full force and effect.

APPENDIX II.

The Operating Engineers at Cottage Grove shall be deemed a tobacco-free/smoke-free area/campus effective January 1, 2019. The company will follow the same discipline process as established with OE in Maplewood.

APPENDIX III.

The company agrees to inform the union prior to making policy changes.

APPENDIX IV.

The shoe allowance will be $200.00 per year effective each year of the contract.

APPENDIX V.

Funeral Leave: All Operating Engineers will be eligible for up to 40 paid hours per calendar year of bereavement leave to cover unexpected absences caused by a death in the immediate family. Immediate family is defined as current legal: Spouse, Child, Parent/Step-Parent, Mother-in-Law, Father-in-Law, Grandchild, Grandparent, Brother, Sister.
In the event of the death of an employee's spouse, or child, up to forty (40) paid hours of funeral leave will be granted to make arrangements and attend the funeral. Proof of funeral service or death will be required in order to receive benefits.

In the event of the death of an employee's parent/step-parent, mother-in-law, father-in-law, brother, or sister, up to twenty-four (24) paid hours of funeral leave will be granted to assist with making arrangements and attending the funeral. Proof of funeral service or death will be required in order to receive benefits.

In the event of the death of an employee's grandparent or grandchild, one (1) scheduled shift of funeral leave will be granted to attend the funeral. Proof of funeral service or death will be required in order to receive benefits.

The balance of the funeral leave must normally be taken in conjunction with (immediately before or after) the day of the funeral or death.

If circumstances require time off to be taken other than in conjunction with the day of the funeral or death, the employee will notify management for arrangements and approval.
Signature Sheet:

In witness whereof, the parties have executed the agreement as follows

For the Company:

Patrick Somers, E.R. Manager
Bob Maline, Incinerator Manager
Tony Mithoff, HR Manager
Rick DeMarchis, UG&S Manager
Kay Yang, HR Supervisor
Joel Arnold, Site Engineering Manager

For the Union:

David Monsour, Business Manager
Michael Dowdle, President
Linda Powers, Recording Secretary
Scott Marsyla, Business Representative
Mike Waxon, Steward
Dave Kokkler, Steward
Mike Braedahl, Steward
Mark Meis, Steward
Todd Shaw, Steward
Bruce Gjelhaug, Steward
Brian Ritt, Steward

Date

8/3/2018

Date
3M COMPANY
ST. PAUL, MINNESOTA

and

LOCAL 70
INTERNATIONAL UNION OF
OPERATING ENGINEERS
A.F.L. - C.I.O.

LETTERS OF UNDERSTANDING

I. LEAD PERSON
II. ALTERNATIVE SHIFT SCHEDULES
III. WEEKEND MILITARY COVERAGE
IV. TEMPORARY EMPLOYEES
V. AWARDS BANQUET
VI. LICENSE REIMBURSEMENT
VII. TRAINING
VIII. ASME CERTIFICATION
IX. 3M COTTAGE GROVE FACILITY
X. 3M AND OPERATING ENGINEERS LOCAL 70
XI. WASTE WATER TREATMENT
XII. LIMITED SPRINKLER FITTER LICENSE TRAINING
         REQUIREMENTS
I. LEAD PERSON

3M and the UNION recognize the lead person position requires special qualifications and abilities and, therefore, agree the employer will have the right to select the most qualified employee for the position.

A posting outlining the duties and responsibilities of the position and application procedure will be posted on all posting boards for ten (10) working days prior to the beginning of the selection process. If qualifications of the final candidates are substantially equal, seniority will be used as the tiebreaker.

Requirements and qualifications necessary for the position of lead person will be posted within one month following contract ratification. Qualifications will be relevant to the position. Employees appointed to a lead position shall have a minimum of one (1) year experience in the respective plant.

Leads can work for the classifications led. Leads will cover openings during their regular work schedule and this will not be considered OT eligible. Leads can work OT after the lists for the classifications led are exhausted.

An employee who becomes Lead Engineer on or after December 23, 1991, will no longer be able to displace Assistant Engineers or any other classifications from their regular shifts to work weekends.

II. ALTERNATIVE SHIFT SCHEDULES

3M and the UNION agree to meet, if requested, to discuss alternatives to existing shift schedules. It is understood that, if mutually agreeable, it may be necessary to modify relevant provisions of the current contract.

Step 1: Union members vote to pursue an alternative schedule.

Step 2: Union members come up with an alternative schedule mutually agreeable between the Union and Company.

Step 3: Union members vote on a six (6) month alternative trial shift schedule.

Step 4: After six (6) months, Union members vote to keep the alternative schedule or go to the former schedule.

All votes must carry 2/3 majority rule to pass.

The alternative shift schedule may be cancelled through request in writing by either party with a sixty (60) day notice.
III. WEEKEND MILITARY COVERAGE

3M and the UNION agree that in the future, when an employee covers for another employee who is absent due to Guard and/or Reserve Duty on a weekend, the employee filling in will be guaranteed four (4) hours of work at the appropriate rate, unless otherwise agreed to between the employee and their supervisor.

It is understood that 3M will not be required to effect dual coverage of a shift, or compound overtime, as a result of this Agreement.

IV. TEMPORARY EMPLOYEES

3M and the UNION agree in the event of a work force reduction, employees on the temporary payroll will be laid off before any regular employees are laid off.

V. AWARDS BANQUET

3M and the UNION agree that employees scheduled to work on the night of the annual service awards banquet will be excused with straight-time pay from their regular shift provided they attend the banquet.

VI. LICENSE REIMBURSEMENT

3M Company and the Operating Engineers, Local 70 agree that employees will be reimbursed for license fees that are required for the job being performed by Operating Engineers. Required licenses are defined as any licenses required by 3M in the state of Minnesota. Cost for continuing education and tests fees will also be reimbursed.

VII. TRAINING

If no employee signing a posting has the qualifications, before the employer seeks an employee outside the company, the most senior employee that signed the posting will be trained for that position. Due to the 3-year minimum training period required by the State of Minnesota for persons to test and be qualified for the State of Minnesota 1A license required for 3M Center Shift Engineer classification, the Shift Engineer classification at Maplewood (3M Center) will be exempt from this training requirement. To provide this career option, the Company agrees to change the minimum license requirement for the Assistant Engineers in Maplewood (3M Center) as follows: Candidates posting for the Assistant Engineer position must have a minimum of a Special Engineers License obtained from the state of Minnesota to be considered for the position. There will be a maximum of two (2) Assistant Engineers with a special engineer’s license at one time. Assistant Engineers with a special engineer’s license must progress to a 2nd Class A license within 18 months of starting the position. The employee may be trained on days when applicable. For time periods regarding going from 2A to 1A, please refer to Letter of Understanding XIII. If the employee is unable to obtain the proper qualification in the time frame established, then they will be reduced per the procedure in Article XI".
VIII. ASME CERTIFICATION

With the discontinuation of the former ASME training program, the Company has developed an internal training and certification program as a replacement. The Company and Union agree to the following language describing the program and how it is administered.

Provisional Certification

1) General knowledge of all aspects of incinerator operation
   a. Broken down into 8 areas of focus:
      i. RCRA
      ii. Refractory
      iii. Combustion
      iv. Feed Systems
      v. Material Handling
      vi. Mechanical Systems
      vii. APC
      viii. Process Operations

2) Written tests will be given in each area. The employee must pass all 8 sections in order to receive the provisional certification.
   a. The exams are pass/fail. 70% is considered passing.
   b. The sections can be taken in any order.
   c. The employee must wait one month before a retest can be taken.
   d. 3M will provide and schedule up to 8 hours of group study reviews, one hour for each course. Employees participating in such reviews will be paid. No pay is granted for individual study time.
   e. Pay is provided for employees for test time.

Full Certification

1) Specific knowledge of all aspects of incinerator operation
   a. Generalization of areas covered under provisional testing
   b. Process understanding of SOPs for incinerator operation
   c. General knowledge of current regulations
   d. General knowledge of startup/shutdown and normal operations, waste firing conditions, and waste handling
   e. General knowledge of equipment inspections, anc maintenance
   f. Responses or malfunctions or conditions that lead to malfunctions
   g. General operating problems that may be encountered by the operator

2) Oral exam
   a. The oral exam will be administered by a three-person committee.
      i. The committee chair will be a 3M technical/managerial staff member directly associated with the 3M Corporate Incinerator at the time the test is administered.
      ii. The 2\textsuperscript{nd} member of the committee will consist of 3\textsuperscript{rd} party person that has technical experience in either combustion systems, incineration systems, chemical processing, or RCRA/Title V regulations.
      iii. The 3\textsuperscript{rd} member of the committee will consist of either a 3\textsuperscript{rd} party person as mentioned in section (ii) or a 3M technical staff member that is not directly associated with the 3M Corporate
Incinerator at the time the test is administered and has demonstrated technical expertise in the area of combustion systems, incinerator systems, chemical process equipment, RCRA/Title V regulations, or other relevant expertise.

b. The exams are pass/fail based on a consensus of the test committee.
c. Tests will be offered once per calendar year.
d. 3M will maintain the right to provide more frequent testing at its discretion.
e. The employee must wait until the next round of testing before a retest can be taken.
f. 3M will provide and schedule up to 8 hours of group study reviews. Employees participating in such reviews will be paid. No pay is granted for individual study time.
g. Pay is provided for employees for test time.

Training Program Administration

1) The company agrees to increase the pay of persons who have achieved Provisional Certification by $0.25 per hour. Those persons who have achieved Full Certification will receive an additional $0.25 per hour.

2) Employees hired prior to June 1998 may retain their current position without certifications but cannot apply for other positions without proper certifications. 3M employees who received certification through ASME prior to 1/1/2013 will be considered grandfathered into 3M's internal training program. Employees holding an ASME Phase 1 certification will be considered as having completed Provisional Certification in 3M's program. Employees holding an ASME Phase 2 certification will be considered as having completed Full Certification in 3M's training program.

3) Employees must have Full Certification + 1 year of incinerator experience prior to posting for a PO1 position. In the event that no employee at the incinerator holds a Full Certification, employees with Provisional Certification will be accepted based on seniority. This employee will be required to complete Full Certification within 18 months. If completion is not accomplished within the specified timeframe the employee will be disqualified. Disqualification would mean bumping the least senior person in the classification where they are qualified to do the work.

4) Employees must have Provisional Certification prior to posting for S&R and PO2 positions.

5) New employees hired into the PO3 position must complete Provisional Certification within 24 months of hire date or be disqualified. If an employee does not meet the requirements outlined below, then he/she will be reviewed immediately for disqualification. If management believes that there are extenuating circumstances beyond the control of the employee, management can extend the training period by 45 calendar days for additional training. If this occurs, then a MOU will be created and signed by both parties documenting the extension which would be non-precedent setting. If after 45 days of additional training, the employee is unable to meet the requirements of the job, the
employee will be disqualified. Rate structure for uncertified incinerator operators will be based upon the PO3 rate.

Start date 85% of classified rate
Six month 90% of classified rate completion of a minimum of 2 courses
Twelve month 95% of classified rate completion of a minimum of 5 courses
Twenty four month 100% of classified rate completion of Provisional Certification

6) In the event there would be a cutback in the other 3M Steam Generating Plants, the employees who are affected may use their seniority to bump across and down. This will apply to all positions at the incinerator except the PO1 position. These employees, after starting at the incinerator, will be required to pass the practical skills for their classification within 90 days and Provisional Certification within 24 months. If completion is not accomplished within the specified timeframe the employee will be disqualified. Disqualification would mean bumping the least senior person in the classification where they are qualified to do the work.

7) Should the company decide to move away from an internally managed training and certification program and pursue another option; the company will work with the Union on a mutually agreeable alternate program. Any employees who have maintained certification through 3M’s training program or who hold ASME certifications will be grandfathered into any future replacement training program.

IX.

3M Cottage Grove Facility

Minnesota Mining & Mfg. (3M) hereinafter referred to as the employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

In the case of Nick Kylen bumping into the Shift Engineer position, we agree that he will have a maximum of two (2) years from the training start date to complete the requirements including three (3) test attempts for the “Systems and Facility Supply Operator License D”. Due to the 10-1-01 change in state regulations and the subsequent grandfathering clause cutoff, we also agree that future candidates for this position without this license would have the same expectation. Should license requirements change, the Union and Company agrees to discuss appropriate changes in this agreement. If failure to qualify as described, the employee will follow the reduction procedure (Art. 11-4).
X.

3M and Operating Engineers Local 70

In the event that 3M Center Utility Plant management proceeds to fill a vacant position, the following agreement shall apply:

All persons entering into the Assistant Engineer Classification at the 3M Center Utility Plant shall, as a condition of the position, be required to obtain a First Class "A" Boiler license, within either one year of their entering into the Assistant Engineer Classification at the 3M Center Utility Plant or within one year after completing their two-year training requirement, whichever is longer. If failure to qualify as described, the employee will follow the reduction procedure (Art. 11-4).

XI.

Cottage Grove Waste Water Treatment

3M Co. hereinafter referred to as the employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

When openings in the Wastewater Operator group are to be filled from within the OE Union represented group, the following shall apply:

1. Openings will be posted as both a Wastewater Operator I and as a Wastewater Operator II, on the same posting.

2. To qualify for a Wastewater Operator I position, the candidate must currently hold a Minnesota Class "C" Wastewater Treatment license. Seniority will be the determining factor if "C" license considerations are equal amongst candidates.

3. Candidates with a Minnesota Class "D" Wastewater Treatment license will be given priority in the selection of Wastewater Operator II positions. Seniority will be the determining factor if "D" license considerations are equal amongst candidates.

4. Wastewater Operator II employees who obtain the position without holding a Minnesota Class "D" Wastewater Treatment license will be required to obtain the "D" license to maintain the position. They must test for the position in the time period between 12 & 15 months on the job. If unsuccessful, it will be at the Company's discretion to allow retesting or to return the employee to their previously held OE affiliated position, seniority permitting.

5. Within the first 45 days in the Wastewater Operator position, the employee can elect to self-disqualify and return to their previously held OE affiliated position, seniority permitting.

6. The Company will retain the ability to disqualified Wastewater Operator II employees who have not yet successfully completed the minimum licensing requirements. Once disqualified, the employee will be returned to their previously held OE affiliated position, seniority permitting.
7. Wastewater Operator II employees will not be required to progress to the Wastewater Operator I level. The opportunity to move to the next level will be available to those employees, if they fulfill the "C" level Minnesota Wastewater Operator licensing requirements, without having to sign an additional posting.

8. Determination of a candidate's Minnesota Wastewater Operator license status will be made by the Company at the time the opening is filled, rather than at the time the opening is posted.

XII.

Limited Sprinkler Fitter License Training Requirements

The purpose of this written document is to provide a guide to setting up a training program for the position of Fire Protection Journeyman at 3M St. Paul and Cottage Grove facilities. This is to provide training as (Originally) outlined in the contract dated September 4, 2013, revised September 4, 2017, between 3M and the Operating Engineers Local 70.

The scope here is limited to outlining the training that will be provided and the verification of qualifications. On completion, 3M will submit the candidate’s name to the MN State Fire Marshal's office for the issue of a Minnesota Limited Sprinkler Fitter Certificate.

The candidate that successfully posts into the Fire Protection Journeyman position at of 3M Center or Cottage Grove will begin training as outlined below. These steps will consist of a combination of study and hands-on training done as part of their work assignments. Training documentation would be done in conjunction with Plant Engineering Supervision, Employee in training, and 3M's Limited Contractor Managing Employee.

An outline of the training program is listed below. Documented confirmation of task completion and understanding of each item below will need to be signed off by the operating engineer in training, and 3M management. The Operating Engineer in training must demonstrate proficiency in the training categories listed below, it is the responsibility of the Limited Contractor Managing Employee, and/or 3M management to sign off in each listed category.

Hands-on training as part of work assignments will specifically include the following steps (additional steps may still be added):

The program listed below must total at a minimum of 6 months/1000 hours

Items and hours listed below are applicable if present onsite

1. Demonstrated proficiency with wet sprinkler systems
   a. Flow testing
   b. Internal valve inspections
   c. A basic understanding of both pipe schedule and hydraulic sprinkler systems
2. Demonstrated proficiency with Dry sprinkler systems
   a. Flow / trip testing of systems
   b. Internal inspections
   c. Resetting the system to operation
   d. Maintaining the trim system

3. Demonstrated proficiency with Pre-action sprinkler systems
   a. Flow / trip testing of systems
   b. Resetting the system to operation
   c. Maintaining the trim system
   d. Internal valve inspections

4. Demonstrated proficiency with Deluge sprinkler systems
   a. Flow / trip testing of systems
   b. Resetting the system to operation
   c. Maintaining the trim system
   d. Internal valve inspections

5. Demonstrated proficiency with foam bladder systems
   a. Trip testing the systems to verify operation
   b. Draining system back to restore to service
   c. Understanding of trim components and operation
   d. Steps to draw test samples for specification testing

6. Demonstrated proficiency with foam barrel systems if applicable
   a. Trip testing the systems to verify operation
   b. Draining system back to restore to service
   c. Understanding of trim components and operation
   d. Steps to draw test samples for specification testing

7. Demonstrated proficiency with dry standpipe systems if applicable

8. Demonstrated proficiency with fire pumps and their control, operation, and testing
   a. Split case pump operation
   b. Vertical turbine pumps
   c. Pumps seals and adjustments
   d. Checking oil levels
   e. Diesel engine running parameters
   f. Flow testing pumps

9. Demonstrated proficiency with master pressure reducing valves
   a. Testing, adjusting

10. Demonstrated proficiency performing main drain tests

11. Understanding sprinkler placement and obstruction rules
12. Demonstrated proficiency with performing sprinkler system impairments as outlined by NFPA, and 3M policies

13. In the situation of a disqualification, which will be based on an employee not able to demonstrate full comprehension to do the job, 3M management, the employee, the steward, and union business representative will have one (1) meeting to discuss employee training status. It will be at the Company's discretion to continue training or return the employee to their previously held OE affiliated position, seniority permitting.

Necessary changes to the training program will be mutually agreed on by the Union and 3M to insure validity of the program.

Adjustments to the list above may still be needed to fully represent the applicable tasks that may be required to complete job assignments within the licensed scope of work.
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IUOE Local 70 and 3M Cottage Grove

Subject: Shift Designee during a Period of Shift Supervisor Vacancy

The PO1 is assigned shift designee duties as part of the PO1 job description when a shift supervisor is unavailable or absent due to emergencies, meetings, travel, workload, sick, and other unplanned time off. When the PO1 performs these duties, the PO1 is paid at the appropriate PO1 rate of pay described in the Collective Bargaining Agreement.

The PO1 may be assigned shift designee duties which are part of the PO1 job description, as well as other additional responsibilities, during a period of shift supervisor vacancy. A vacancy is (1) an extended period when the organizational structure, as defined by the Company, has an open shift supervisor position due to transfer, retirement, separation, LTD, etc. or (2) a planned, pre-approved shift supervisor vacation of more-than-one-day to which the Company did not assign a non-bargaining unit employee to cover.

When the PO1 is assigned to perform shift designee duties, as well as other additional responsibilities during a time of vacancy, the PO1 shall be paid the PO1 rate plus 10% for all hours worked.

The assignment of these additional duties is done at the discretion of the Company.

Other additional responsibilities are work not normally performed by bargaining unit employees, over which the Union does not have jurisdiction, and the Union will not contend that it is their work in the future. Examples include:

- Email review for critical operation information
- Conduct Tier 1 meeting at start of shift and at end of shift
- Complete Shift Notes and send to appropriate department personnel
- Other similar miscellaneous tasks assigned by the Company

All parties agree that there have been no other promises and/or modifications of agreements pertaining to any other parts of the contract. All other terms of the current Collective Bargaining Agreement remain the same.

The Union will not use or refer to this agreement as a defense in any other grievances and/or arbitration that arose from events occurring prior to the effective date of this Agreement.

For the Union:  

For the Company:

NOTE: ENSURE BOTH UNION AND COMPANY SIGN USING THE SAME EFFECTIVE DATE AS THIS WILL BE THE EFFECTIVE DATE OF THIS AGREEMENT.