AGREEMENT

between

ABM FACILITY SERVICES

and

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

DOCK STREET FLATS

January 1, 2017 through December 31, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>MANAGEMENT RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>DISCIPLINE AND DISCHARGE</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>ARBITRATION</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>SENIORITY</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>HOLIDAYS</td>
<td>9</td>
</tr>
<tr>
<td>7</td>
<td>VACATIONS</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>SICK LEAVE</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>RESIGNATION AND LAYOFF</td>
<td>13</td>
</tr>
<tr>
<td>10</td>
<td>CLASSIFICATIONS</td>
<td>13</td>
</tr>
<tr>
<td>11</td>
<td>HOURS, OVERTIME AND WAGES</td>
<td>14</td>
</tr>
<tr>
<td>12</td>
<td>GENERAL CONDITIONS</td>
<td>17</td>
</tr>
<tr>
<td>13</td>
<td>GROUP INSURANCE</td>
<td>18</td>
</tr>
<tr>
<td>14</td>
<td>RETIREMENT PLAN</td>
<td>19</td>
</tr>
<tr>
<td>15</td>
<td>FUNERAL ATTENDANCE</td>
<td>20</td>
</tr>
<tr>
<td>16</td>
<td>JURY SERVICE</td>
<td>20</td>
</tr>
<tr>
<td>17</td>
<td>SAVING CLAUSE</td>
<td>21</td>
</tr>
<tr>
<td>18</td>
<td>STATE AND FEDERAL LAWS</td>
<td>21</td>
</tr>
<tr>
<td>19</td>
<td>SUCCESSION</td>
<td>21</td>
</tr>
<tr>
<td>20</td>
<td>WAIVER AND ZIPPER</td>
<td>22</td>
</tr>
<tr>
<td>21</td>
<td>DURATION OF CONTRACT</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>LETTER OF AGREEMENT</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>LETTER OF AGREEMENT</td>
<td>25</td>
</tr>
</tbody>
</table>
THIS AGREEMENT made and entered into between ABM Facility Services agents of Dock Street Flats in the City of Minneapolis, Minnesota, identified in Article 12., Section 6 of this Contract, being hereinafter referred to as “Employer” and the International Union of Operating Engineers, Local No. 70, A.F.L. – C.I.O., hereinafter referred to as the “Union” representing the employees classified as Maintenance Supervisor and Maintenance Technician for the purpose of collective bargaining.

WITNESSETH

WHEREAS, the employees of the Company have elected to bargain collectively with the Employer, and for said purpose a majority of same have affiliated themselves as members of the Union and have chosen the Union to bargain collectively with the Employer in their behalf for wages, hours, and working conditions, now, therefore, for the purpose of carrying out the intentions of the parties, it is mutually agreed as follows:

No Discrimination and Equal Employment

The parties agree that there shall be no discrimination against any employee or applicant for employment because of race, sex, creed, color, age, or national origin, and further agree to comply with and cooperate affirmatively in the implementation of state and federal law and lawful regulations thereunder intended to prevent any such discrimination.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agency for all employees, as classified herein.

Section 2. The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this contract, either individually or collectively, which in any way conflicts with the provisions and terms of this contract.
Section 3. All persons now employed or hereinafter employed by the Company and coming under the Union’s jurisdiction shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70 AFL-CIO or alternatively shall pay the portion of a standard initiation fee, dues and assessments that are applied uniformly to all members relating to the Union’s representation function. The term “Employee(s)” shall include all persons operating or assisting in operating and maintaining steam boilers, engines, pumps, turbines, pressure vessels, dynamos, compressors, refrigeration, air conditioning and heating machinery and equipment, and all other appurtenances and auxiliaries, connected with and used on the Employer’s premises, as covered by the Union’s jurisdiction.

Section 4. Upon written notice by the Union to the Employer that a certain individual or individuals are not in good standing (as defined in Section 3) in the Union because of non-payment of dues, it shall be sufficient notice for the removal of the individual from the job, under the terms of this contract.

Section 5. The Union, upon written notification to the Employer, may designate an employee at each job site to service as Steward. The designated Steward will be allowed reasonable time to resolve grievance without loss of pay. The Employer will agree to schedule every other collective bargaining session, if requested by the Union, and scheduled in advance for a period not to exceed three (3) hours after 5:00 p.m.

The Employer agrees to deduct the standard initiation fee, monthly dues and assessments from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the Employer with written authorization agreeing that such deductions be made. Deductions shall be made by the Employer during the first pay period each calendar month and transmitted to the Union within thirty (30) days together with a list of names of employees and deductions made. The Union agrees to refund promptly directly to the employee any dues found to have been improperly deducted and transmitted to the Union. The Union shall notify the Employer in writing what the dues are for each employee and of any changes.
ARTICLE 2 – MANAGEMENT RIGHTS

The Management of the Employer's facilities and business; the direction of the working force including the right to plan, direct, control the operation of personnel and the use of all the Employer's equipment and other property; the right to hire, promote, suspend or discharge employees for proper cause, transfer or relieve employees from duty for lack of work or other legitimate reason; and the right to establish and maintain rules and regulations governing the operation of the business, a copy to be forwarded to the Union, are vested exclusively in the Employer; provided, however, that the right shall be exercised with due regard for the legal rights of employees, and further provided that this right shall not be used in a manner which would constitute a violation of any other Article of this Agreement.

All rights here enumerated or here, or elsewhere retained, which the Employer has not expressly modified or restricted by specific provision of the Agreement are retained and vested exclusively in the Employer and are not subject to Arbitration under this Agreement.

ARTICLE 3 – DISCIPLINE AND DISCHARGE

Section 1. The Employer shall have the right to discharge employees for just cause only. An employee who has not completed his or her probationary period may be disciplined or discharged without just cause and without recourse to the Grievance and Arbitration procedure set forth in Article 4.

Section 2. The Employer shall have the right to discipline any employee who commits an infraction, which, while not being sufficient to constitute just cause for discharge, is sufficient to warrant some lesser disciplinary action using the disciplinary actions listed below.

1. An oral/verbal reprimand
2. A written reprimand
3. Suspension without pay, (days to be determined by severity of the offense)
4. Discharge/Termination
An oral or verbal reprimand shall be issued to the employee within ten (10) calendar days after the Employer knew, or should have known of the offense. A copy of the reprimand shall be sent to the Union. Each reprimand notice shall contain a place for the employee to sign and acknowledge receipt without admitting guilt. Oral or verbal reprimands may not be considered as part of the Employer's discipline process after twelve (12) months and shall be no longer valid for the purpose of discipline.

An oral or verbal reprimand shall not be subject to the Grievance and Arbitration procedure set forth in Article 4.

Section 3. In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include, but not limited to, unlawful use or unlawful possession of controlled substances, intoxication, theft, gross negligence, or when a failure to comply with written policies or procedures constitutes serious misconduct or creates a safety concern.

Section 4. The Union and the employee, further understands and agrees that the Employer provides an important service to its clients of a personalized nature to fulfill their engineering and maintenance needs, as those needs are perceived by the Employer, the building owner and the tenants. Accordingly, the provisions of this Section shall be implemented and interpreted by the parties and by an arbitrator in arbitration proceedings so as to give significant consideration to such needs.

Section 5. The Employer will be able to discharge any employee who is denied any required licensing or registration or whose licensing or registration is canceled by the State of Minnesota or any other state or federal government agency.

Section 6. Any employee, who by reason of the requirements of his/her job assignment must pass a test prescribed by any governmental agency or obtain a permit or license, from any governmental agency and is not able to pass the test to obtain such permit or license, shall be removed from the job. The employee will then be offered the first available job, for which the employee is qualified, that becomes available within the same dispatch area. If the employee refuses the first available job, for which the employee is qualified and which is located in his/her geographic area, he/she may be permanently
removed from the payroll. Discharge under this Article for failure to possess a license or registration, shall be without recourse to the Grievance and Arbitration Procedure of Article 4.

Section 7. Client Request for Removal. If a customer requests, and the requests are considered to be justifiable, the Employer shall have the right to remove an employee from continued employment at the customer's site. The Employer shall use its best efforts to place the employee in a comparable position. If the Employer is unable to place the employee in a comparable position, the employee will be considered as laid off. This Section shall be without recourse to the Grievance and Arbitration Procedure in Article 4.

ARTICLE 4 – ARBITRATION

Section 1. All grievances arising under this Agreement must be filed in writing with the other party within fifteen (15) working days after occurrence or knowledge of its occurrence. If the grievance is not filed in writing within the above time limit it will automatically become null and void.

Section 2. Any controversy (grievance) arising over the interpretation or adherence to the terms and provisions of this Agreement shall be promptly discussed and resolved if possible. If an agreement cannot be reached on the grievance either party may submit the grievance to arbitration. The party requesting arbitration will request a list of seven (7) area arbitrators from Federal Mediation and Conciliation Service. The neutral arbitrator shall be selected by arbitrator shall be selected by the alternate scratching of names until one name remains. The individual remaining will be the neutral arbitrator. The party filing the grievance will scratch the first name. The parties will bear the expenses of their own people and share the expense of the arbitration.

Section 3. Such arbitrator shall hear and determine the dispute or controversy as promptly as possible and within thirty (30) days of the close of the hearing render a decision in writing. The decision of the arbitrator will be final and binding upon both parties.
Section 4. The Union agrees that there will be no strike or picketing of the Employer’s business unless the Employer has refused to arbitrate or refused to abide by an arbitration decision under this Article 4.

Section 5. The Employer agrees that he will not lock out his employees unless the Union has refused to arbitrate or refused to abide by an arbitration decision under this Article 4.

ARTICLE 5 – SENIORITY

In promotion, demotion and retention in case of reduction of force, where qualifications are equal, plant-wide seniority shall govern. If there is no rotation of shifts, and where qualifications are equal, plant-wide seniority shall also govern choice of shifts. New employees shall serve a probationary period of thirty (30) work days worked. During this period they may be dismissed by the Employer for any reason and shall have no recourse. If retained after completion of the probationary period, they shall be placed on the seniority list and their seniority shall date from their first day of latest hire.

Seniority shall be lost and the employment relationship terminated when the employee:

A. Voluntarily quits.
B. Retires.
C. Discharged for just cause.
D. Fails to report for his regular work shift for three (3) consecutive work days without notification to the Employer.
E. Fails to notify the Employer of his intent to return from layoff within three (3) days after receipt of official recall notification. Official recall notification shall be by telegram or certified mail.
F. Fails to report to work upon the termination of an approve leave of absence.
G. Performs no work (off the payroll) for the Employer for six (6) months, if under one (1) year seniority and for one (1) year if more than one (1) year seniority.
H. Employee changes to position not covered by the contract for more than six (6) months.
ARTICLE 6 – HOLIDAYS

Section 1. Employees will be given the following holidays or days celebrated in lieu thereof off with pay:

1. New Year’s Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
(7-10) Four (4) floating holidays.

Days celebrated in lieu thereof will mean a Friday or Monday that is substituted for a holiday that falls on a Saturday or Sunday providing that the substitution is mutually approved in advance by the employees and the management at the individual work place.

Section 2. All employees required to work on any of the above holidays shall receive pay two and one-half (2-1/2) times their hourly rate for all hours worked.

Section 3. If a holiday, other than an individual’s floating holiday, falls on the employee’s regular day off the employee will receive eight (8) hours holiday pay for the holiday not worked at straight time wage rate.

Section 4. For the purpose of this Agreement a holiday will be construed as a 24 hour period.

Section 5. There shall be no pyramiding of overtime pay on a holiday or holiday pay.

Section 6. The date for the individual floating holiday must be mutually agreed on by the employee and the Supervisor. The Employer may limit one (1) employee to taking a floating holiday on a given date.

Section 7. For the purpose of computing overtime for the employees who are given the holiday off (an otherwise scheduled work day) or if the holiday falls
on an employee’s regular day off, shall be credited with eight (8) straight time hours. Example of holiday off: 32 straight hours worked plus 8 hours holiday = 40 straight time hours. Example of holiday falling on regular day off: 40 straight time hours worked plus 8 hours holiday = 48 straight time hours.

**ARTICLE 7 – VACATIONS**

Section 1. All permanent full-time employees shall be eligible for vacation leave benefits except newly hired employees, who shall not be eligible to utilize vacation benefits during the first six (6) months of employment.

All employees shall earn paid vacation benefits based on years of continuous employment, continuous years of service being defined as the date of hire:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 6 Months</td>
<td>0</td>
</tr>
<tr>
<td>6 Months to 1 Year</td>
<td>5</td>
</tr>
<tr>
<td>1 Year to 5 Years</td>
<td>10</td>
</tr>
<tr>
<td>5 Years to 10 Years</td>
<td>15</td>
</tr>
<tr>
<td>10 Years +</td>
<td>20</td>
</tr>
</tbody>
</table>

Section 2. Vacations shall be allotted and used in accordance with seniority on January 1st of each year and may be scheduled at any time during the ensuing twelve (12) months. Employees may carryover up to forty (40) (5 days) hours of earned vacation into the next vacation year. During December of each year, the Employer shall post a vacation sign-up schedule. The posting shall indicate the classification and number of employees who may be on vacation during the open period. If an employee does not take all his earned vacation in a continuous period, he shall not be allowed to select a second vacation period until all other employees have had an opportunity to select a first period. The approved vacation schedule shall be posted not later than February 1st of each year.

Requests for vacation time off received after the approved vacation schedule is posted will be handled on a first come, first served basis, and require the advance approval of the Employer.
Section 3. Employees who are allotted a vacation during a week in which a holiday falls shall be given an extra day off or the equivalent in pay at the discretion of the Employer.

Section 4. Any employee who has at least six (6) months or more of continuous service with his Employer prior to February 1st, and is subsequently laid off or who voluntarily terminates his service with the Employer, shall receive pro-rated vacation pay on the basis of one-twelfth (1/12) of his total year's vacation pay for each full month of service after said February 1st. Employees dismissed for cause shall not be entitled to any pro-rated vacation pay. Any employee who qualified for a full vacation on February 1st and leaves the service of the Employer for any reason prior to the taking of his vacation shall receive his vacation pay.

Section 5. Regular part-time employees who have been on the payroll of the Employer for a period of twelve (12) months prior to the commencement of the vacation period shall be granted one (1) days' vacation for each month of employment not to exceed ten (10) days. Fifteen (15) days of actual work during a calendar month shall be considered one (1) month of employment.

Section 6. There will be a deduction from the earned vacation of any employee who has a leave of absence during the year preceding the vacation period – such deductions to be computed on the basis of one (1) days' vacation for each month of leave of absence for employees entitled to two (2) weeks' vacation; a deduction of one and one-half (1-1/2) days' vacation for each month of leave of absence for employees entitled to a three (3) weeks' vacation; and a deduction of two (2) days' vacation for each month of leave of absence for employees entitled to a four (4) weeks' vacation, provided, however, that no deductions shall be made for a leave of absence in case of sickness for a maximum of three (3) months during any twelve (12) month period immediately preceding February 1st of each year.

Section 7. Vacation pay shall be paid to each employee prior to the start of his vacation, and vacation pay shall be computed on the straight-time earnings times the average number of scheduled work hours.

Section 8. Vacation time will be considered as hours worked for overtime compensation purposes.
ARTICLE 8 – SICK LEAVE

Section 1. Sick Leave Benefits. Regular full-time employees covered by this Agreement be granted 48 hours (6 days) of sick leave per year:

Beginning January 1, 2017, and each year thereafter, all sick day accruals will be placed in the employee’s sick leave bank.

Employees may carryover a maximum of 24 hours (3 days) each year, at no time shall an employee accumulate more than 72 hours (9 days) of sick leave on the books.

Sick leave accruals shall be calculated on a proportionate number of straight time compensated hours. The Union shall be notified of all applicable accrual rates and factors.

Section 2. Use of Sick Leave. Sick leave shall be granted only for such days an employee would otherwise have been at his/her employment. It may be used with the approval of the employees supervisor, in the following cases:

A. Illness of the Employee. When the employee is unable to work because of personal injury, illness, pregnancy, or disability.

B. Medical Appointments. For medical, dental, or optical examinations or treatments.

C. Illness in the Immediate Family. When a member of the employees family is seriously ill and requires the care and attendance of the employee. For purposes of this case, the term immediate family shall mean, spouse, domestic partner, dependent child, parents, stepparents, parent-in-laws, great or grandparents, siblings, and grandchild.

D. The Employer may, at his/her discretion, determine that relatives other than those identified above are members of an employee’s Immediate family.

Section 3. Medical Verification. All earned sick leave shall be credited to the employees sick leave account for use as provided under the provisions of
Article 9 of this Agreement. The Employer may require medical verification in cases of fraudulent sick leave claims, such as, where the employee’s use of sick leave appears to be systematic or patterned. Three (3) or more consecutive days of sick leave shall require an appropriate health care provider verification.

**ARTICLE 9 – RESIGNATION AND LAYOFF**

**Section 1.** Employees electing to resign shall be required to give the Employer fourteen (14) days’ notice and shall continue in the Employer’s service during this fourteen (14) day period with the exception that the employee may leave earlier when competent replacement can be made.

**Section 2.** The Employer, electing to terminate the service of employees regularly employed, because of reduction in force, shall give such employees fourteen (14) calendar days’ notice, or the Employer may in lieu thereof pay the employees two (2) week’s advanced salary.

**ARTICLE 10 – CLASSIFICATIONS**

**Maintenance Technician.** Responsible for, but not limited to: Ensure all service requests and repairs are made correctly and in a timely manner; maintain an organized, clean and safe work area; assist service manager with monitoring inventory of parts and supplies at appropriate levels; comply with all personnel management policies and procedures; help service manager oversee completion of service requests in 24 hours or per community policy; help service manager ensure staff is motivated and functions as an effective team; maintain superior customer service relationship; communicate effectively with residents, fellow associates, vendors and supervisors; work with service manager to maintain effective preventative maintenance program; work with service manager to adhere to budget guidelines; assist service manager to maintain hazard communications program; inspect grounds, buildings, and other community features as required to minimize liability concerns; ensure adherence to the company’s safety and hazard communications programs, policies and procedures; work with service manager to ensure physical condition of community is maintained according to company operating and safety standards; work with service team to ensure
excellent curb appeal at all times; assist with turnkey operations if needed; adhere to Standard Operating Procedures; attend and participate in technical training programs to maintain personal skill level; other tasks or duties as assigned by supervisor.

**Maintenance Supervisor.** Responsible for, but not limited to: Recruits, trains and supervises experienced maintenance personnel; schedules all apartments for turnover; ensures all work orders are completed in 24 hours; vacant apartments to be turned within 72 hours, unless directed otherwise by supervisor; carries emergency pager and responds to all emergency calls in a timely manner and if necessary, in person; coordinates with outside contractors and vendors for repair or maintenance work not handled by internal maintenance crew; purchases maintenance supplies and maintains par stock levels, maintains all storerooms in a neat and orderly fashion; maintains maintenance budget and monitors monthly expenses; works with Community Manager to create list of capital improvements for yearly budget; maintains pest control logs and records in compliance with government regulations; coordinates and facilitates preventative maintenance program; adheres to specific safety guidelines as set by OSHA and holds monthly safety meetings; maintains 50% of all vacant apartments in market ready condition; maintains inventory of all capital expenditures including appliances; maintains MSDS sheets pertaining to supplies; properly stores all flammable materials in safe & clean environment; monitors and complies with all Federal and Local Fair Housing regulations and ordinances; oversees all vendors and related activities before, during and after hours; completes all projects or requests as directed by Supervisor.

**ARTICLE 11 – HOURS, OVERTIME AND WAGES**

**Section 1.** Eight (8) hours shall constitute a regular work day. Forty (40) hours shall constitute a regular work week. The hours worked per day and the days worked per week shall be consecutive. In event the Employer elects to change the work week’s schedule, notice of at least seven (7) days will be given. When the Employer elects to permanently change the employees shift/work schedules, at least fourteen (14) days’ notice shall be given.
Section 2. The overtime rate of time and one-half the basic hourly rate shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week.

Section 3. All time worked in excess of twelve (12) hours shall be paid at double time (2x) the regular rate of pay, provided the hours worked in excess of the twelve (12) are pre-approved by the supervisor. All time worked on the seventh (7th) consecutive day shall be paid for at double time (2x) the regular rate of pay.

Section 4. Employees shall not be required to suspend work during regular working hours to absorb overtime.

Section 5. Employees called back to work after regular working hours shall be paid one and one-half (1-1/2) times their regular hourly basic rate, from the employees destination, to the job site, to the employees previous destination, but in no case shall an employee receive less than the equivalent of four (4) hours' pay at the regular hourly basic rate. When called in (call pay), the Employer will provide parking or reimburse the actual parking fee.

Section 6. When required to carry a paging device and/or be available for calls for a particular week, an employee will be paid an additional four (4) hours pay. An employee on call status who is called more than seven (7) times during a week but does not have to report in shall receive a one-quarter (1/4) hour’s pay for each additional non-report call over the seven per week. No employee shall be required to be on-call more than one-half (1/2) of off duty hours in a calendar year.

Subd. 1. On-Call Duty Pay. On call employees shall receive a maximum of one hour overtime pay, per day, if called and required to log on to the computer at home to schedule or make adjustments to equipment in their respective buildings. If the employee is required to report to the building, Article 11, Section 5 will apply.
Section 7. The minimum rate of pay for the following classifications shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>January 1, 2017</th>
<th>January 1, 2018</th>
<th>January 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Supervisor</td>
<td>$29.50</td>
<td>$30.38</td>
<td>$31.29</td>
</tr>
<tr>
<td>Maintenance Technician</td>
<td>$22.14</td>
<td>$22.80</td>
<td>$23.48</td>
</tr>
</tbody>
</table>

An employee covered by this Agreement who is regularly assigned to Lead and/or direct Maintenance Personnel will be paid an additional fifty cents ($0.50) per hour above their normal rate of pay, as identified in Article 11, Section 7 (or fifty cents ($0.50) per hour above a specific non-lead normal rate for a particular facility, which may be higher for all employees than the contract rate).

In all instances where employees are receiving higher rates of pay than the minimum rates set forth in Article 11, Section 7, of the contract of the Employers and the Union which expired February 28, 2010, such employees shall continue to have the same difference between said rates added to the rates effective on 3/1/10.

In the event operation of plant equipment or the plant itself are materially changed or reduced, the matter of wages and classifications shall be subject to renegotiations by petition of either party to the other.

Section 8.

Subd. 1. With prior approval, the Employer will reimburse the employee, the cost of tuition and materials, upon successful completion of all courses that are directly related to the job.

Subd. 2. Employer will reimburse employee for boiler license renewal that is required for employment.
ARTICLE 12 – GENERAL CONDITIONS

Section 1. It is agreed that when an Employer requires the services of maintenance employees in connection with the operation of a steam boiler, engine, refrigeration equipment, or dynamo or other equipment set forth in Article 1, Section 3, of the contract, and in connection with maintenance thereof, that such services shall be performed by maintenance employees covered by this Agreement. The Employer shall not require the maintenance employees to perform duties over which the Union has no jurisdiction.

Section 2. It is mutually agreed that the maintenance employees shall care for and maintain the equipment in their charge in the best possible condition, and to exercise due and proper care of the equipment they operate so as to obtain the best possible economies.

Section 3. The authorized representatives of the Union are hereby granted the right to enter the Employer’s plant when on Union business, and the Employer or his agent shall give such representatives passes whenever the Union deems such visits necessary. This shall not be applied in an unreasonable manner.

Section 4. All employees necessarily absent from work, for a period not exceeding six (6) months, on account of an injury or sickness, shall retain full employment rights over their former position and be reinstated by the Employer upon the employee’s request. The Employer will provide an extension of up to three (3) additional months upon receipt of a physical evaluation by a qualified medical doctor requiring the additional leave. The Employer may require certification by a physician as to the employee’s ability to resume his former duties.

Section 5. Conditions of employment as they now exist, shall not be reduced by reason of this Agreement.

Section 6. The following buildings and/or firms have subscribed to the terms of this Agreement: Dock Street Flats

Section 7. The Employers agree that if any employee is required to wear a uniform it shall be furnished and maintained by the Employer.
**Section 8.** Within the plant or building, if a position becomes vacant and is to be filled, or a new position is established, notice will be posted.

**Section 9.** The Employer agrees that all vacation, sick leave, and floating holidays shall be placed in the employee’s “bank” on January 1st of each year.

**ARTICLE 13 – GROUP INSURANCE**

**Section 1. Short Term Disability.** Eligible employees may participate in available short term disability benefits offered through their respective Employer’s Benefit Plan.

**Section 2. Health Insurance.** Eligible employees shall participate as needed in the respective Employer’s health plan options that are offered to employees. The benefits and premium costs of the Employer’s plan are reviewed regularly and may be changed for all employees. Union employees will be offered the benefits as offered to all employees.

The Employer shall contribute the following amounts toward the total monthly premium costs of the offered benefit plan. To include costs associated with Medical, Dental and Vision.

<table>
<thead>
<tr>
<th>Effective</th>
<th>Single and Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2017</td>
<td>$925.00</td>
</tr>
<tr>
<td>January 1, 2018</td>
<td>$950.00</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>$975.00</td>
</tr>
</tbody>
</table>

Any premium costs per month over the maximum amounts paid by the Employers shall be paid by the participating employee through payroll deduction.

**Section 3.** Both Life Insurance and Long Term Disability coverage are optional as per Federal Law.

**Section 4.** The Employer will provide each employee with list of all insurance companies, coverage, costs and charges.
Section 5. The Employer will provide to employees all open enrollment materials and cost information within two (2) working days of receiving notice that information is available to employees.

**ARTICLE 14 – RETIREMENT PLAN**

The Employer agrees to contribute to the Central Pension Fund of the International Union of Operating Engineers in behalf of and for the benefit of each eligible employee covered by the labor agreement between the Employer and Local No. 70 of the International Union of Operating Engineers, AFL-CIO in the amount of:

<table>
<thead>
<tr>
<th>Effective</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2017</td>
<td>$3.00</td>
</tr>
<tr>
<td>January 1, 2018</td>
<td>$3.20</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>$3.35</td>
</tr>
</tbody>
</table>

Pension contributions will be based on all hours compensated.

The contribution shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Plan of said Pension Fund as is or may be determined by the Trustees thereof, to be applied to the eligible employees based on the amount of Employer contribution.

The parties agree that except as may be otherwise provided herein, the Employer’s obligation to the Pension Fund and to the employees covered thereby, shall be fulfilled at the time the Employer makes the contributions to the said Pension Fund in the amount and the manner provided herein and provided further that upon making said contributions as aforesaid, the Employer shall be relieved and discharged from any further obligation to the said Fund.

Notwithstanding anything to the contrary hereinabove set forth, the obligations of the Employer hereby assumed shall continue only so long as there is in existence an effective Collective Bargaining Agreement between the Employer and the Union, Local No. 70.
The Employer will report all pension contributions on each pay check or send a quarterly report of hours and contributions to the employees home address each quarter.

**ARTICLE 15 – FUNERAL ATTENDANCE**

The Employer agrees, at the written request of an employee, to give such employee reasonable time off, with no deduction in pay, for the attendance of the employee at the funeral of a mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, grandparent, or child of that employee, such “reasonable time” however, to be at the sole discretion of the Employer.

**ARTICLE 16 – JURY SERVICE**

Upon presentation of proper evidence as to jury service for any federal, state, or municipal court, and the compensation received therefore, the Employer agrees to reimburse the employee for the difference between the amount which the employee received for such service and his regular pay, up to forty (40) hours per week of actual loss of income and up to a total of two (2) weeks in any one year, provided that,

A. The employee has one (1) or more years of continuous active service with the Employer;

B. The employee notifies the Employer within twenty-four (24) hours after receipt of the subpoena requiring his reporting for jury duty;

C. The employee reports for work on any day when he is excused from jury duty for two (2) or more consecutive hours during his regular working hours, except that the employee shall not be required to report to work prior to the morning jury duty roll call or during noon recess.
ARTICLE 17 – SAVING CLAUSE

Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently enacted legislation, or act of any authorized agency of government or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 18 – STATE AND FEDERAL LAWS

It is the intent and purpose of the parties to this Agreement to abide by and comply with all laws, both state and federal, and the decisions and ruling of all courts, tribunals, and boards, both state and federal, that may legally affect this Agreement. It is the belief of the parties hereto that this Agreement does so comply with all such laws, decisions, and rulings. If, however, this Agreement and the employer-employee relationship set forth or is not, or will not be in compliance with any such law, decision, or ruling which may be enacted or promulgated in the future, the parties hereto agree to accept and comply with any such federal or state law, any such federal or state court decision, or the ruling of any such state or federal board or tribunal.

ARTICLE 19 – SUCCESSION

The terms and provisions of this Agreement shall bind all subleases, assignees, and purchasers or other successors to the business to such terms and provisions, to which the employees are and shall be entitled to under this Agreement. The Employer shall require any purchaser, transferee, lessee, assigns, receiver or trustee of the operations covered by this Agreement to accept such terms of the Agreement by written notice. A copy of such notice shall be provided to the Local Union at least thirty (30) days prior to the effective date of any sale, transfer, lease assignment, receivership or bankruptcy proceedings.
ARTICLE 20 – WAIVER AND ZIPPER

The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This written Agreement together with those documents that are incorporated herein by explicit, written reference, constitutes all of the understandings and agreements of the parties. All other agreements, understandings and practices that are not explicitly memorialized in this written agreement are hereby revoked, cancelled and rescinded.

ARTICLE 21 – DURATION OF CONTRACT

The terms and conditions of this Agreement shall supersede and replace all previous agreements between the parties hereto, and shall take effect on January 1, 2017, and extend to December 31, 2019, and shall continue from the latter date, and year to year thereafter unless terminated as follows: Either party may terminate this Agreement or request amendments thereto on December 31, 2019, or on December 31 of any year thereafter in which termination or amendments are requested.
The Employer and the Union have agreed to the herein stated terms.

For: ABM Facility Services

Steven Johnson, Regional Vice President

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Drew Brodeen, Business Representative

Barry Edelstein, Steward

Date: 5/23/17

Date: 6/1/2017

DB/jcb/opeiu#12
Contracts/ABM LPM
LETTER OF AGREEMENT

**ABM Facility Services**, 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:

The Employer will allow each employee thirty (30) days, subject to adjustment, to review and make changes to Health and Welfare Benefits during open enrollment.

For: ABM Facility Services

Signed: [Signature]

Steven Johnson, Regional Vice President

For: International Union of Operating Engineers Local 70

Signed: [Signature]

David Monsour, Business Manager

Signed: [Signature]

Drew Brodeen, Business Representative

Signed: [Signature]

Barry Edelstein, Steward

Date: 5/23/17

Date: 10/1/2017

DB/jcb/opeiu#12
LETTER OF AGREEMENT

ABM Facility Services, 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:

The Employer shall not recover any overpaid funds, without first notifying the employee thirty (30) days prior to recovery by letter or email.

For: ABM Facility Services

Steven Johnson, Regional Vice President

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

Drew Brodeen, Business Representative

Barry Edelstein, Steward

5/23/17

Date:

10/1/2017

Date:

DB/jcb/opeiu#12