AMERIPRIDE SERVICES, INC.
MINNEAPOLIS, MINNESOTA BRANCH

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70
ST. PAUL, MINNESOTA

COLLECTIVE BARGAINING AGREEMENT

JANUARY 1, 2018 - DECEMBER 31, 2020
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PREAMBLE

This Agreement by and between AmeriPride Services, Inc., 700 Industrial Blvd., N.E., Minneapolis, MN 55413 hereinafter referred to as "Employer") and the International Union of Operating Engineers, Local No. 70, AFL-CIO, (hereinafter referred to as "Union,") is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the Employer described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lock-outs, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 1. UNION RECOGNITION

Section 1. Bargaining Unit. The Employer recognizes the Union as the bargaining representative for all maintenance and operating engineers employed by the Employer at its Minneapolis, Minnesota branch, excluding office clerical employees, supervisors, guards, and all other employees.

Section 2. Union Visitation. The Employer agrees that Business Representatives of the Union shall be given access to members of the Union at the place of employment during the hours of operation for the purpose of ascertaining whether or not the terms of this Agreement are being observed, provided that such Representative shall provide prior notice to management, make his/her presence known to the Company Representative and sign in the visitor log. Such visit shall not unreasonably or unnecessarily interfere with the duties of the employees. While on the Company property, the union representative will follow and obey all branch safety rules and regulations (including wearing appropriate PPE). If the Business Representative needs to access the production area, he/she must be accompanied by a representative of the Company.

Section 3. Unit Work. All employees, after thirty (30) days of employment, coming under the jurisdiction of this Agreement shall become and remain members of the International Union of Operating Engineers, Local No. 70 as a condition of employment. Bargaining unit work will be performed only by employees who are covered by this contract except in an emergency or for training purposes.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, prerogatives, and authority the Employer had prior to the execution of this Agreement are retained by the Employer and remain exclusively within the rights of Management and are not subject to the Grievance/Arbitration procedures.

Section 2. Listing of Management Rights. Except as limited by the specific provisions expressed in this Agreement, the Employer shall continue to have the right to take any action it deems appropriate in the management of the business and in the direction of its workforce, in accordance with its judgment, including, but not limited to:

A. The right to control, plan, direct, expand, change, reduce and terminate operations;
B. To hire and assign employees;
C. To relieve employees from duty because of lack of work;
D. To suspend and discharge employees for just cause;
E. To introduce any new or improved methods of facilities; and
F. To make reasonable rules and regulations to govern employees and for the operation of
its business.

Section 3. Maintenance of Standards. It is the intention of the parties to include in
this contract all existing conditions of employment. As a consequence, the zipper clause (Scope of
Agreement) language is intended by the parties to apply. However, in the event either party is able to
present proof of the existence of a condition which is not contained in this agreement, the parties agree to
add language describing that condition of employment to this contract as a contract addendum.

Section 4. Labor/Management Committee. During the term of this Agreement the
parties agree to meet quarterly to participate in labor/management committee meetings.

ARTICLE 3. SUBCONTRACTING

Section 1. General Standard. Except as may be essential as related to new equipment,
construction, maintenance and repair of the plant equipment and accouterments, there shall be no
subcontracting of the normal and regular functions of employees employed under jurisdiction of this
Agreement that would affect their normal and regular opportunity for employment.

Section 2. Past Practice. The parties agree that the Company is entitled to maintain its
past practice of utilizing subcontractors for the installation, maintenance and repair of plant equipment
and for construction purposes even if such subcontracting provides some amount of work to the
subcontractor which would otherwise be performed by bargaining unit personnel as long as such
subcontracting is in general compliance with Section 1 of this Article. The parties also acknowledge that
the amount of bargaining unit work involved in such situations is generally quite limited and will vary
based upon the equipment, circumstance or work order involved and that such variance is not a violation
of this Agreement.

ARTICLE 4. SCOPE OF AGREEMENT

Section 1. Complete Agreement. This Agreement shall be limited in its scope and
application to only employees in those job classifications and status described in this Agreement as
constituting the appropriate unit for the purpose of collective bargaining. The Employer shall not enter
into any other agreement with said employees, individually, or collectively, which conflicts with or is
contrary to the terms and provisions of this Agreement.

The parties mutually acknowledge that during the negotiations that resulted in this Agreement,
each had the unlimited opportunity to make demands and proposals regarding terms and conditions of
employment. All understandings and agreements arrived at by the parties are set forth in writing in this
Agreement. This contract shall not be modified, altered, changed or amended in any respect, unless in
writing and signed by both parties.
Section 2. Interpretation. This Agreement has been executed in accordance with the statutes and the laws of the State of Minnesota and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Minnesota and of the United States of America.

ARTICLE 5. GRIEVANCE AND ARBITRATION PROCEDURE

Any claim by the Union, the Company, or a bargaining unit member relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled in accordance with the following procedure:

A. Step One. Within ten (10) calendar days of the event giving rise to the grievance, the employee will informally discuss the grievance with the employee’s immediate supervisor. The employee may request the presence of a steward during such discussion.

B. Step Two. If the grievance is not resolved at the time of the Step One informal discussion, it shall be reduced to writing on the Local 70 grievance form and shall specify in detail the following information: the date of the alleged contract violation resulting in the grievance, the nature of the grievance, the person(s) on whose behalf the grievance has been filed, the provisions of the Agreement alleged to have been violated, and the remedy desired to rectify the alleged contract violation. The written grievance shall be submitted to the Company within fifteen (15) calendar days following the date of the event giving rise to the grievance. A grievance relating to pay shall be timely if received by the Company within fifteen (15) calendar days after the pay day for the period during which the grievance occurred.

Within ten (10) calendar days following receipt of the written grievance, the Company and the Union will meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

The responding party shall submit a written reply to the grievance within ten (10) calendar days following the Step Two meeting.

C. Step Three. If the grievance is not resolved in Step Two, the parties may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the date of the written answer to the grievance.

The party seeking arbitration shall request a list of seven (7) neutral arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternatively eliminate names from the list with the moving party striking a name first. The last name remaining on the list shall be the neutral arbitrator.

The authority, ruling and decision of the arbitrator shall be final and binding on all parties and limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. All fees and expenses of the arbitrator shall be paid by the loser.
Failure to meet the time limits set forth herein for the submission of the written grievance or the request for arbitration shall result in the grievance being waived.

ARTICLE 6. ADA COMPLIANCE

The Employer shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the provisions and terms of this Agreement, unless also agreed by the Union. The Union agrees, however, that this Section does not prohibit the Employer from entering into agreements with qualified individuals with disabilities for the purpose of fulfilling legal obligations to reasonably accommodate such individuals. The Employer shall make every reasonable effort to fashion accommodation of qualified individuals with disabilities in a manner that does not conflict with the provisions of this contract. The parties agree that medical information shall be released only upon proper written authorization from the employee the accommodations are being fashioned for. Any proposed accommodation of a qualified individual with a disability that conflicts with this Agreement shall be negotiated with the Union and approved by the Union.

ARTICLE 7. UNION SECURITY

Section 1. Requirement. All persons now employed or hereinafter employed by the Employer thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement, shall become and remain members of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.

Section 2. Noncompliance. If any employee does not comply with the union security clause as defined above, the Employer shall terminate the employee within twenty-four (24) hours of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed two (2) weeks. The Union shall save the Employer harmless from any claims of an employee so terminated.

Section 3. Check-Off. The Employer agrees to deduct monthly union dues from such wages of employees covered by this Agreement who are union members. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of the names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Section 4. Notice. Within twenty-four (24) hours after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee’s name, address, work classification and date of hiring.
Section 5. Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits and other forms of liability that may raise out of or by reasons of action taken or withheld by the Employer in compliance with the provisions of this Article, including attorney's fees, so long as the Union has requested the Employer to take such action, in writing.

ARTICLE 8. HOURS OF EMPLOYMENT

Section 1. Schedule. The regular work hours shall consist of not more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) week, with two (2) consecutive days off. The hours of work will be established by management and notice will be given to employees. Work schedules including a Saturday and/or Sunday will be offered to employees by seniority. If all employees reject the offer, the work schedule will be assigned to the least senior qualified employee.

Section 2. Change of Schedule. The Employer will have the right to determine work shifts. The Employer will provide at least thirty (30) calendar days advance notice before changing an employee's normal schedule shift unless it is mutually agreed to between the employee and the Employer.

Section 3. Lunch Time. In computing weekly hours, time allotted for lunch shall not be paid or considered work time unless the employee is responsible during said period for plant operation or maintenance and/or is expected to respond to non-emergency work calls.

Section 4. Break Time. Employees covered by this Agreement will be given a fifteen (15) minute break during each four (4) hours worked.

Section 5. Changing of Clothing. If necessary to change clothes before shift starts or after shift ends, employees will change before punching in and punch out before changing at the end of the shift.

Section 6. Leaving the Premises. If an employee leaves the premises for other than Company business, he/she will punch out when leaving, and punch in on his/her return. Hours of pay will be computed to the nearest one-tenth (.1) of one (1) hour as shown on the employee's time card.

ARTICLE 9. PROBATIONARY PERIOD

Section 1. Probationary Period Definition. All new employees or those rehired after a termination (not lay-off or leave of absence) shall be probationary for the first ninety (90) calendar days of actual employment. During said probationary period of employment, the employee may be terminated at the sole discretion of the Employer.

Section 2. Probationary Period Completion. If an employee is continued in employment after completing the probationary period, he/she shall be placed on the seniority list as of the first date of his/her employment with the Employer.
Section 3. Temporary Employees. Temporary employees hired through a temporary employment agency who have completed one-hundred and twenty (120) days of employment shall be hired as permanent employees and do not have to complete an additional probationary period.

ARTICLE 10. WAGES

Section 1. Pay Grid. The pay grid to be utilized during the term of this Agreement is attached hereto and made a part hereof as Attachment A.

Section 2. Overtime. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in any one (1) week. Overtime work shall be divided as equally as possible among all employees.

Section 3. Premium Rates of Pay. Double (2) time shall be paid for all work performed on Sundays unless Sunday is the employee’s regularly scheduled work day. Double (2) time shall be paid for all work performed on the recognized six (6) recognized holidays in addition to holiday pay as provided in Article 13.

Section 4. Shift Differential. Effective January 1, 2018, a shift differential of one dollar and fifteen twenty-five cents ($1.25) per hour is to be paid over the straight time hourly rate for a shift which starts before 4 a.m. The shift differential for shifts starting after 11 a.m. is seventy-five cents ($.75) per hour to be paid over the straight time hourly rate.

Section 5. Hour Guarantee. Employees called in for Saturday work when the plant does not work will be guaranteed four (4) hours of work except for emergency work, or unless the employee and the Employer agree to less than four (4) hours. Any employee who is called to work after completing his/her regular shift shall be guaranteed two (2) hours straight time pay or the actual hours worked paid at the appropriate rate, whichever is greater. Employees will be released from duty after their work has been completed.

Section 6. Tool Allowance. Employees will provide and use their own tools based on a list of required tools provided by management. Employees will receive reimbursement for the purchase of replacement tools on the list up to $150.00 per calendar year after submitting the broken tool and a copy of the purchase receipt. Replacement of lost tool must be approved in advance by the immediate supervisor. Employees must receive written pre-approval for reimbursement of the purchase of items not on the list of required tools and/or a purchase of more than $150.00.

Section 7. License Reimbursement. The Employer agrees to reimburse the cost of any 2nd Class B through Chief license. Additionally, the Employer agrees to reimburse the cost of the test for a 2nd Class B through Chief. Such reimbursement is contingent upon the employee successfully completing the test and providing a certificate of completion to the Employer for reimbursement.

Section 8. Lead Employees. Lead employees shall be paid an additional $.65 per hour.
ARTICLE 11. DISCIPLINARY ACTION

Employees shall have the right to union representation (upon request) for any disciplinary action.

Section 1. Just Cause. No employee shall be discharged, suspended without pay, or disciplined in any manner except for just cause.

Section 2. Warning Notice. No employee shall be discharged for cause without first having been given at least one (1) warning notice in writing of Management's complaint or grievance against him/her, except that no such warning notice need be given if the cause of discharge is dishonesty, drunkenness while on duty, or the more serious violation of Company rules.

Section 3. Company Rules. All Company rules used by the Employer for disciplinary purposes must be posted conspicuously near time clocks or on employee bulletin boards or in other manner made known to employees, and such rules shall not be in conflict with any of the terms or provisions of this collective bargaining agreement.

Section 4. Employee Notices. Copies of all warning notices and other notices of disciplinary action given employees shall be mailed to the Union without undue delay.

ARTICLE 12. LEAVE OF ABSENCE

Section 1. FMLA. The parties agree to comply with the terms of the Family and Medical Leave Act of 1993 (FMLA), and agree further that any employee utilizing benefits under such statute shall be required to first utilize paid leave for any part of the leave taken under such Act, until such paid leave is exhausted.

Section 2. Military Leave of Absence. A military leave of absence shall be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 13. SICK PAY

It is the intent of the Company to follow the local, state, and federal laws with respect to paid sick time. The current City of Minneapolis Sick and Safe Time law includes:

Accrual: 1 hour of sick time for every 30 hours worked up to 48 hours (6 days) per calendar year. The rollover of unused sick time is allowed up to a maximum cap of 80 hours (10 days).

Eligibility: Employees are able to use the available accrued balance after 90 days of employment. There will be no payout of unused accrued sick time.
ARTICLE 14. HOLIDAYS

Section 1. Benefit. All regular payroll employees shall be given their regular established straight time daily pay (not to exceed eight (8) hours) for the six (6) holidays named below if the employee does not perform work on the holiday.

New Year's Day  Labor Day
Memorial Day    Thanksgiving Day
Independence Day Christmas Day

Section 2. Eligibility. In order to be eligible for holiday pay the employee must have completed his/her probationary period and is not absent from work on the workdays immediately before and after the holiday or any portion of those days unless excused by his/her supervisor.

Section 3. Additional Benefit. In addition each employee shall receive the following:

A. An employee will receive one-half (1/2) day (4 hours) pay on Good Friday in addition to the hours they work. Employee(s) will be paid straight time pay for the first five (5) hours of work on Good Friday. All hours worked in excess of the first five (5) hours will be paid at time and one-half (1-1/2).

B. An employee will receive one-half (1/2) day (4 hours) pay on Christmas Eve in addition to the hours they work. Employees will be paid straight time pay for the first five (5) hours of work on Christmas Eve Day. All hours worked in excess of the first five (5) hours will be paid at time and one-half (1-1/2).

Section 4. Personal Holiday. Employees shall receive Personal Holidays in each calendar year according to the following schedule:

- After 1 year of continuous service – 1 Personal Holiday
- After 3 years of continuous service – 2 Personal Holidays
- After 10 years of continuous service – 3 Personal Holidays

Personal Holidays are to be taken at a time mutually agreed upon by the employee and management and cannot be carried over to the next calendar year. Unused Personal Holidays will not be paid out.

ARTICLE 15. VACATIONS

Section 1. Vacation Accrual and Benefit. Vacation shall accrue per pay period from the most recent date of hire for all active employees according to the schedule below. Employees shall accrue no more than two (2) times their annual vacation benefit and cannot take vacation before it is accrued. Any unused vacation accrual balance will be paid out upon separation from employment.

Vacation will accrue at the following rates per pay period:
1 week/40 hours vacation - .77 hours
2 weeks/80 hours vacation - 1.54 hours
3 weeks/120 hours vacation - 2.31 hours
4 weeks/160 hours vacation - 3.08 hours

Employees who have been continuously employed shall receive vacation time as follows:
1 week after 1 year
2 weeks after 2 years
3 weeks after 8 years
4 weeks after 17 years

Section 2. Rate of Pay. Vacations are to be paid for on the basis of the employee's regular weekly straight time work hours which are no more than forty (40) hours at straight time pay.

Section 3. Vacation Time. Senior employees in point of service with the Employer shall receive first choice of time vacations are to be taken.

Section 4. Submission of Requests by March 1. Local 70 employees are to submit their vacation request by March 1st. Vacations will be scheduled for week(s) at a time according to seniority, but a person's first choice cannot be divided. Employees with two or more weeks of vacation may split one of those weeks into smaller increments, but the remainder of their vacation will be taken in one week blocks.

Section 5. Requests Submitted After March 1. Vacation requests submitted after March 1st will be scheduled according to department manpower, but not necessarily to seniority.

Section 6. Single Day Requests. Single days can be requested in advance of the supervisor-Chief Engineer, but will be granted according to manpower needs, but not scheduled ahead according to seniority.

Section 7. Friday Request/Saturday Work. Employees granted a single day vacation or personal holiday on Friday of a week with a scheduled Saturday work would not be expected to work that Saturday.

ARTICLE 16. TRAINING

Section 1. Eligibility. All employees shall be eligible for a training reimbursement allowance.

Section 2. Standard. The training reimbursement allowance shall apply to course work approved in advance by management which relates directly to the bargaining unit work.

Section 3. Covered Expenses. The training allowance bonus will apply tuition and course materials, including books.
Section 4. Amount. Eligible employees may be reimbursed up to one thousand dollars ($1,000.00) per year. Such reimbursement is contingent upon the employee successfully completing the pre-approved course and upon the employee providing a certificate of completion to the Employer for reimbursement.

ARTICLE 17. INSURANCE

Section 1. In General. AmeriPride Services Inc offers a comprehensive benefit package to all employees covered under this Agreement equal to the uniform scale of benefits currently in effect under the Company's Blue Cross/Blue Shield (BCBS) Benefit Plan. These benefits may be provided either through coverage under the aforesaid BCBS Plan or through coverage under some other Plan selected by the Company. Employees are eligible for benefits if hired to work more than 30 hours per week. These benefits would become effective on the 1st of the month following sixty (60) days of continuous service with AmeriPride Services Inc.

Section 2. Scale of Benefits. It is acknowledged by the Union that the scale of benefits now provided under the BCBS Plan or which may be provided at any time hereafter will not be the subject of negotiations between the parties to this contract now or at any time subsequent hereto. It is further acknowledged by the Union that the Company reserves the right in its sole and unlimited discretion to alter, modify or change the benefits now or hereinafter provided in the said BCBS Plan on either a uniform or non-uniform basis, and/or to otherwise modify or alter any other current feature or provision of said Plan or any feature or provision which may hereafter be provided for in said Plan, or to discontinue said Plan in its entirety except that the employees covered under this contract shall be entitled to receive during the term of this contract benefits not less than the uniform scale of benefits currently provided for in said Plan, either by coverage under said Plan or under some other Plan selected by the Company providing for similar benefits.

Section 3. Employee Premium Contributions. The Employee premium contribution for benefits shall be set at the same rates and percentages contained in the Company Benefit Plan. Contributions will be withheld from a participating employee’s paycheck via payroll deduction. As of January 1, 2018, the weekly premium rates are as shown in the grid below.

Any changes to these contribution levels shall be uniformly applied to all Company Employees covered under the Company Benefit Plan. The Company agrees to notify the employees regarding any changes in health care costs or benefits at least sixty (60) days prior to any proposed changes.

<table>
<thead>
<tr>
<th>2018 Weekly Rates</th>
<th>Employee Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td>$ 13.58</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>$ 76.72</td>
</tr>
<tr>
<td>Family</td>
<td>$ 98.69</td>
</tr>
<tr>
<td>Dental</td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td>$ 1.17</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>$ 4.00</td>
</tr>
<tr>
<td>Family</td>
<td>$ 7.40</td>
</tr>
</tbody>
</table>
Section 4. Payment of Premiums. When a qualified employee is away from work and the employee is compensated by sick pay or is on a FMLA leave, the Employer will continue to pay the same contribution toward their health insurance premiums as it does for other employees covered by this Agreement. The Employer also agrees to continue to pay the premiums for two (2) full additional months after all sick leave, vacation, and FMLA leave have been exhausted. This limitation does not apply to employees who are retired or have separated from employment.

ARTICLE 18. FUNERAL LEAVE

Section 1. In General. The employee must report the need for funeral leave by phone or otherwise at the earliest possible time and upon returning to employment will give Management a statement of fact regarding the absence. Funeral leave shall be to attend burial services and assist in making funeral arrangements in the event of death in his/her immediate family. Employees shall be paid wages at their current straight time hourly rate for the time actually lost due to such absence according to the following conditions, limitations, and eligibility requirements.

Section 2. Eligibility. The employees must have completed his/her probationary period of employment in order to qualify for funeral pay. The employee must attend the funeral in order to be eligible for funeral pay.

Section 3. Benefit. Pay for time lost shall be for a maximum period of three (3) days immediately prior to, or including, the day of the funeral for a member of an employee’s immediate family and a maximum of two (2) days for other family members, both as defined below.

Section 4. Family Definitions. The employee's immediate family shall include only wife, husband, son, daughter, step-child, mother, father, brother, sister, mother-in-law and father-in-law to be eligible for a maximum of three days funeral leave. Other family members shall include only grandparents, grandchild, brother-in-law and sister-in-law to be eligible for a maximum of two (2) days funeral leave.

ARTICLE 19. JURY DUTY

Any regular full-time employee who shall be required to serve on any municipal, county, or federal jury, shall be given a leave of absence for the period during which he/she is required to serve on any such jury. The employee shall provide a copy of the jury summons to his/her supervisor and shall report to work immediately after concluding jury duty.
ARTICLE 20. WORKERS' COMPENSATION

Union organization will cooperate with Employer in complying with State of Minnesota Workers' Compensation laws and assist in bringing employees back to work as soon as possible after injury.

Section 1. Transitional Work. If employees have work restrictions due to a work-related injury that prevent them from performing the functions of their regular position, the Company may assign transitional work duties to employees.

- Transitional work duties assigned will meet the work restrictions provided by the employee's treating health care provider, and may include duties outside of the bargaining unit.
- These duties will be documented in a Transitional Work Assignment Letter.
- Wages paid by the Company for Transitional Work shall be the prevailing minimum wage. The employee will also remain eligible for indemnity benefits (wage loss) through the Company's workers compensation program in accordance with state law.

ARTICLE 21. SEVERANCE OF EMPLOYMENT

In the event a position in this bargaining unit is eliminated due to layoff, downsizing, or reorganization, the affected employee shall receive one week's notice of such termination and one (1) week's pay.

Section 1. Layoff. In the event a lay-off becomes necessary, the Employer will notify the Union office and employee involved at least two (2) weeks in advance. The employee with the least seniority shall be laid off first, providing other employees have the required licenses to do the work available.

Section 2. Recall from Layoff. All employees who have completed their probationary period and are on the seniority list shall have recall rights. Qualified employees will be recalled from layoff in reverse order; the last employee laid off shall be the first recalled. Employees will be eligible for recall for six (6) months after layoff and shall be recalled to an open position provided they have the required licenses to do the work available. If the laid off employee declines an open position similar in duties and pay to the one they previously held prior to the layoff and which they are qualified to perform, then the laid off employee's name will be removed from the recall list and will no longer be eligible for recall. Notice will be provided to the Union. Laid off employees are required to provide the Employer with a current address and phone number. Recall notices will be mailed to the last known address.

ARTICLE 22. SENIORITY

Section 1. Definition. Seniority will be defined as the length of service an employee has served since their most recent date of hire in a position covered by this Agreement.

Section 2. Loss of Seniority. Seniority will be lost by any of the following:
1. Voluntary quit;
2. Discharge for cause;
3. Failure to report to work within fourteen (14) calendar days of notification of recall from lay-off.

Section 3. Job Postings. All vacancies and shift changes will be posted for five (5) work days. Employees will have the right to bid for vacancies and/or shift changes in order of seniority, providing the employee has the required license(s). Employees will not be allowed to displace a less senior employee from any shift the employee has successfully bid for unless the senior employee's shift is changed by more than one (1) hour.

Section 4. Recognition of Seniority. The principle of seniority will be used in offering training and selection of vacation period as well as those listed in this Article.

ARTICLE 23. UNION STEWARDS

The Employer shall recognize any duly authorized job steward or job committee in connection with this collective bargaining relationship.

ARTICLE 24. RETIREMENT

Employees may contribute to the AmeriPride Services Inc. Retirement Savings Plan (Section 401(k) Plan) in accordance with the terms of the Retirement Savings Plan. Employees will be eligible to participate in the Company 401(k) plan, including the Company contribution based on years of service, employee pre-tax deferral, and Company match.

Retirement savings benefits may be provided either through the AmeriPride Services Inc. Retirement Savings Plan or any other plan selected by the Employer. It is acknowledged by the Union that the Employer reserves the right in its sole and unlimited discretion to alter, modify, terminate, freeze or change the benefits and the benefit eligibility criteria in said Plan, or any other plan selected by the Employer. However, the employees covered under this Agreement shall be entitled to receive, during the term of this Agreement, benefits equal to the uniform scale of benefits provided under said retirement savings program or any plan selected by the Employer.

It is acknowledged by the Union that the benefits now provided under the plan, or which may be provided at any time hereafter, will not be the subject of negotiations between the parties to this contract, now or at any time in the future.

ARTICLE 25. SUCCESSOR CLAUSE

To the extent permitted under law, this Agreement shall be binding on successors, assigns, transferees and lessees.
ARTICLE 26. SEPARABILITY

If any wording in this Agreement should be held invalid by operation of law or by any tribunal or authoritative legal jurisdiction, or if compliance with or enforcement of any wording should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such wording to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 27. SAFETY

Section 1. Eyewear. The Employer shall provide protective eyewear, prescription or safety glasses, at no cost to the employee. Such protective eyewear must be worn by the employee on the job. The purchase of protective eyewear and the optical business where such eyewear is to be purchased must be pre-approved by the Company. Optical examinations shall be at the expense of the employee.

Section 2. Safety Shoes. The Employer agrees to reimburse employees for $150.00 annually of the cost of safety shoes, that all employees are required to wear while working, provided the shoes are non-slip, a minimum of 6" in height (to protect ankles) and have a safety toe (steel toe, aluminum toe, non-metallic toe, and/or metatarsal guard). Employees must present a receipt to the Employer for reimbursement. Any safety shoes subject to this policy must be purchased by a vendor approved in advance by the Employer.

ARTICLE 28. NO STRIKE OR LOCKOUT

Section 1. Prohibition of Work Stoppages. During the term of this Agreement, the Union agrees on behalf of itself and each of its members that there shall be no authorized strike of any kind and there shall be no boycott, secondary boycott, picketing, work stoppage, slowdown, sympathy strike, or any other type of organized interference, coercive or otherwise, with the Employer's business.

Section 2. Union Exemption from Liability. In the event any violation of the previous paragraph occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the International or Local Union or any of their officers or agents, provided that in the event of such unauthorized action, the Union first meets the following conditions:

A. The Union shall promptly order its members to return to work, notwithstanding the existence of a picket line, if requested to do so by the Employer.
B. The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaged in, participating in, or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members, and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to arbitration as provided in the Grievance and Arbitration Procedure Article of this Agreement.
C. This no strike provision shall not apply if the Employer fails or refuses to comply with an arbitration award handed down in conformity with the provisions of the Grievance and Arbitration Procedure Article of this Agreement.

Section 3. Prohibition of Lockouts. There shall be no lockout by the Employer.

ARTICLE 29. DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from January 1, 2018 through December 31, 2020.

Section 2. Noncontinuation. No portion of this Agreement shall extend beyond the date of expiration of this Agreement unless by mutual written agreement of the parties, or unless the parties are still bargaining for a new replacement contract, in which case this contract shall continue until a new contract is negotiated or until the parties reach impasse.

IN WITNESS WHEREOF, the parties have set their hands this ___ day of February 2018.

AMERIPRIDE SERVICES, INC.

MINNEAPOLIS, MINNESOTA

GENERAL MANAGER

2-14-2018

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

BUSINESS MANAGER

President

Recording Secretary

Business Representative

Union Steward
ATTACHMENT A. PAY GRID

PAY GRID FOR EMPLOYEES NOT ON STEPS:

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<th>CLASSIFICATION</th>
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New employees shall be hired at:
A. One dollar ($1.00) less than job rate;
B. Fifty cents ($.50) less after six (6) months; and
C. Full rate after twelve (12) months.