AGREEMENT

between

CNV SERVICE COMPANY, LLC

and

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

BISHOP HENRY WHIPPLE FEDERAL BUILDING,
MINNEAPOLIS, MINNESOTA

September 1, 2015 through August 31, 2018
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WITNESSETH

WHEREAS, the employees of the company have selected 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.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agency for all employees, as classified herein, who are employed at the Bishop Henry Whipple Federal Building, located at 1 Federal Drive, Fort Snelling, Minnesota, 55111.

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. The term “Engineer” 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. Dues Deduction. The Employer agrees to deduct monthly dues, initiation fees, 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 a signed, written authorization directing that such deductions be made. Deductions shall be made each month and promptly remitted, to the Union together with a list of the names of the employees and the deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and remitted to the Union. The Union shall indemnify and defend the Employer and its agent’s from any claims on account of compliance with the Section, provided, the Employer and/or its agents may retain defense counsel at their own cost in the event of a conflict.
A. **Non-Payment of Dues.** Upon written notice by the Union to the Employer that an employee is not in compliance with (A) of this Article, the Employer shall suspend such employee from the job within five (5) working days of the Employer's receipt of such notice. Failure by such employee to comply with (A) of this Article within fourteen (14) days of the date of suspension will result in termination. The Union shall indemnify and defend the Employer and its agents from any claims of an employee so terminated, provided, the Employer and/or its agents may retain defense counsel at their own cost.

B. **New Employee Notice to Union.** Within fourteen (14) days after an employee covered by this agreement has begun work, the Employer shall promptly submit to the Union office written notification stating the employee's name, address, classification, rate of pay and date of employment.

**ARTICLE 2 – GRIEVANCE & ARBITRATION**

**Section 1.** Any controversy arising over the interpretation or adherence of the terms and provisions of this Agreement shall be settled promptly by negotiations between the Union and the Employer. If the controversy cannot be so settled within ten (10) days after it has been presented to the other party, it shall be referred to Arbitration. Should the Union and the Employer be unable to agree on an Arbitrator within five (5) days after the expiration date of the above ten (10) day period, the grieving party shall request a list of five (5) qualified arbitrators from the Minneapolis area from the Federal Mediation and Conciliation Services. The Arbitrator shall be selected by the alternate striking of names. The grieving party shall strike the first name. The last name remaining shall be the Arbitrator. The decision of the Arbitrator shall be final and binding on all parties concerned. Each party shall bear the expense involving their own people, and shall share the expense of the Arbitrator.

**Section 2.** All grievances arising under this Agreement must be filed in writing with the other party within ten (10) days after their original occurrence in order to be eligible for arbitration as provided herein. If they are not filed in writing within the above time limit, they shall automatically become null and void.
Section 3. The Union agrees 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 II.

Section 4. 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 2.

Section 5. The Union recognizes that the Employer shall exercise its function of management under which it will have the right to hire new employees and to direct the work force, to promote, demote, suspend, discipline or discharge for just cause, transfer or lay off employees because of lack of work and to require employees to observe reasonable Employer rules and regulations not inconsistent with the provisions of this Agreement. It is agreed that these enumerations of management rights shall not be held to limit or restrict the Employer from exercising other rights not herein enumerated, provided that such rights do not conflict with the expressed intent or terms of this Agreement.

ARTICLE 3 – 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, facility-wide seniority shall also govern choice of shifts. New employees shall serve a probationary period of ninety (90) work days worked. During this period they may be dismissed by the Employer for any reasons 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/her regular work shift for two (2) consecutive work days without notification to the Employer.
E. Fails to notify the Employer of his/her intent to return from layoff within five (5) days after receipt of official recall notification. Official recall notification shall be by certified mail.
F. Fails to report upon the termination of an approved 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.

ARTICLE 4 – HOLIDAYS

All employees required to work on any of the following ten (10) holidays, New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Veteran’s Day or days celebrated in lieu thereof will receive two (2) times the employees regular rate of pay.

ARTICLE 5 – VACATION

Section 1. Employees shall receive vacation in accordance with the following schedule:

1. Eighty (80) hours of vacation per year starting on the 1st anniversary of date of hire.
2. One hundred twenty (120) hours of vacation per year starting on the 5th anniversary of date of hire.
3. One hundred sixty (160) hours of vacation per year starting on the 10th anniversary of date of hire.
4. No more than forty (40) hours of earned vacation shall be carried over into the following year.

Section 2. Vacation shall be allotted and used in accordance with seniority each year and may be scheduled at any time during the ensuing twelve (12) months. During April 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/her earned vacation in a continuous period, he/she 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 May 1st of each year.

Section 3. 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. Such requests shall be made at least thirty (30) days in advance if at all possible of the requested time off.

Section 4. 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.

ARTICLE 6 – RESIGNATION AND LAYOFF

Section 1. Employees electing to resign shall be required to give the Employer ten (10) days’ notice and shall continue in the Employer’s service during this ten (10) 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 ten (10) days’ notice, or the Employer may, in lieu thereof, pay the employees two (2) weeks advanced salary.

ARTICLE 7 – CLASSIFICATIONS

The following job classifications have been established:

Chief Engineer
Maintenance Mechanic

Maintenance Technician
Service Center Coordinator
ARTICLE 8 – HOURS, OVERTIME & 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 per week shall be consecutive.

Section 2. The overtime rate of time and one-half (1-1/2) the basic hourly rate shall be paid for all time physically worked in excess of forty (40) hours per week.

Section 3. Engineers shall not be required to suspend work during regular working hours to absorb overtime.

Section 4. Call In: If an employee has left the premises and is called back to work by the Employer or designee, the employee will be paid a minimum of two (2) hours pay for each incident at the rate of 1.5 times the employee’s regular rate of pay for the two (2) hour minimum.

Section 5. The minimum rate of pay for the following classifications shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective: 9/1/2015</th>
<th>Effective: 9/1/2016</th>
<th>Effective: 9/1/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Engineer</td>
<td>$36.87</td>
<td>$38.71</td>
<td>$40.65</td>
</tr>
<tr>
<td>Maintenance Mechanic</td>
<td>$31.19</td>
<td>$32.21</td>
<td>$33.25</td>
</tr>
<tr>
<td>Maintenance Technician</td>
<td>$24.07</td>
<td>$24.85</td>
<td>$25.66</td>
</tr>
<tr>
<td>Service Center Coordinator</td>
<td>$24.04</td>
<td>$24.82</td>
<td>$25.62</td>
</tr>
</tbody>
</table>

ARTICLE 9 – GENERAL CONDITIONS

Section 1. It is mutually agreed that the engineer(s) 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. The Employer shall not require engineers to perform duties over which the Union has no jurisdiction. The Employer shall require the engineers to perform the duties under the GSA contract in effect.
Section 2. Authorized representatives of the Union shall have access to the work site where employees covered by this Agreement are employed; however, in order to preserve employer-customer relations, the union representative shall not interfere with the employer’s employees, the customer’s employees, or cause such employees to neglect their work; and further, such union representative shall comply with customer rules.

Section 3. All employee(s) necessarily absent from work, for a period not exceeding three (3) 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 may require certification by a physician as to the employee’s ability to resume his/her former duties.

Section 4. Conditions of employment as they now exist, shall not be reduced by reason of this Agreement.

Section 5. The Employer agrees that if any employee is required to wear a uniform it shall be furnished by the Employer. The Employer shall provide one (1) pair of safety shoes, and a winter jacket per year.

Section 6. Education. As a term and condition of employment, the Employer will reimburse the employee for any continuing education the employee may attend and successfully complete. The employee will need to obtain prior approval, in writing, from the Employer for the class or seminar in order to receive reimbursement.

ARTICLE 10 – MEDICAL/HEALTH INSURANCE

Section 1. The Employer will provide the following monthly amount toward the purchase of health insurance. This amount will be paid directly to the employee:

<table>
<thead>
<tr>
<th>Effective: 9/1/2015</th>
<th>Effective: 9/1/2016</th>
<th>Effective: 9/1/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,800.00</td>
<td>$1,850.00</td>
<td>$1,900.00</td>
</tr>
</tbody>
</table>
ARTICLE 11 – RETIREMENT PLAN

Section 1. 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, as follows:

Effective September 1, 2015: $5.25 per hour
Effective September 1, 2016: $5.50 per hour
Effective September 1, 2017: $5.75 per hour

The contribution shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Fund 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.

It is understood and agreed that the Pension Fund referred to herein shall at all times qualify for approval by the Internal Revenue Service of the US Treasury Department.

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 herein above set forth, the obligations of the Employer hereby assumed shall continue only so long as there is in existence and effective collective bargaining agreement between the Employer and the Union, Local No. 70.

Employer contribution to the Central Pension Fund is to be for regular hours worked and will be limited to forty (40) hours per week.

ARTICLE 12 – BEREAVEMENT LEAVE

In the event an employee has a death in the family, they will be granted three (3) days off, with pay for the following: mother, father, mother-in-law, father-
in-law, brother, sister, spouse, stepparents, grandparent, grandchildren, stepchildren, stepbrother, stepsister, son, daughter, aunts, uncles, niece, and nephews.

Employees will be granted one (1) day off with pay for other persons not listed above, on a case by case basis with prior approval from the Employer.

ARTICLE 13 – SICK LEAVE

Four (4) days of sick leave per contract will be provided. Sick leave may be used for employee, spouse, or sick child. Sick leave will not carry over from year to year.

ARTICLE 14 – SAVINGS CLAUSE

Should any part of this Agreement or any provision 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 15 – 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 comply with all such laws, decision and rulings. If, however, this Agreement and the Employer-employee relationship set forth herein is not in compliance with any such present law, decision or ruling, 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.
Both parties understand that in the event the Employer's contract for operation and maintenance services at the Bishop Henry Whipple Federal Building, Minneapolis, Minnesota is canceled or terminated for any reason, the Employer is not bound by this Agreement.

**ARTICLE 16 – TERM**

This agreement shall be in full force and effect from September 1, 2015 through and including August 31, 2018. This agreement shall remain in full force and effect year to year thereafter, unless either party shall notify the other party in writing at least ninety (90) days prior to September 1, 2018 or September of any year thereafter of its intention to change, modify, or terminate this agreement.
IN WITNESS THEREOF, the parties hereto have signed this Agreement,

For:  CNV Service Company, LLC

Jorge Villalon, Manager

For:  International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Eric Lande, Steward

Date: 3/25/16

Date: