AGREEMENT

between

CMC MAINTENANCE, INC.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

At

WARREN E. BURGER FEDERAL BUILDING
and UNITED STATES COURTHOUSE

December 1, 2019 through November 30, 2024
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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, now, therefore, for the purpose of carrying out the intentions of the parties, it is mutually agreed as follows:

ARTICLE I – 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 Warren E. Burger Federal Building and United States Federal Courthouse.

Section 2. The Employer shall not enter into any agreement with the 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.

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 this Union’s jurisdiction.

Section 4. The Union shall have the sole and unequivocal right to set the level of dues, assessments, and initiation fees.

1. All persons now employees or hereinafter employed by CMC Maintenance, Inc., 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 alternately
shall pay the initiation fees, assessments, and dues uniformly required for membership in the Union, beginning not later than thirty-one (31) days following:
1. The date of their employment; or
2. The date of execution of this agreement, whichever occurs later.

Section 5. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Company in reliance on any list, notice or assignment furnished by the Union under provisions of this section.

ARTICLE II – UNION SECURITY

Section 1. All persons now employed or hereinafter employed by CMC Maintenance, Inc., thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing 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. If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within ten (10) days of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed twenty-one (21) days. The Union shall save CMC Maintenance, Inc., harmless from any claims of an employee so terminated.

Section 3. CMC Maintenance, Inc., agrees to deduct monthly Union dues from the 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 revocable 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 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. Within thirty (30) days 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. The provisions of Section 1. Shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or to pay the service fee required by Section 1. Above to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by employee.

ARTICLE III – MANAGEMENT RIGHTS

Section 1. 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 layoff 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, such as outlined in the Employee Handbook not herein enumerated, provided that such rights do not conflict with the expressed intent or terms of this agreement.

Section 2. The Union recognizes the Employer’s Drug Free Workplace policy with the understanding that Minnesota Statutes may have standing in the modification of such policy.

Section 3. The Employer will provide an Employee Handbook to each employee covered by this agreement at soon as practicable upon signing of this agreement.
ARTICLE IV – GRIEVANCE and 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 of Federal Mediation and Conciliation Services. The arbitrator shall be selected by the alternate scratching of names. The grieving party shall scratch 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 twenty (20) 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 IV.

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

ARTICLE V – 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 six (6) calendar months 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:

1. Voluntarily quits;
2. Retires;
3. Discharged for just cause;
4. Fails to report for his/her regular work shift for one (1) day without notification to the Employer;
5. 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 telegram or certified mail;
6. Fails to report upon the termination of an approved leave of absence;
7. 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 VI – 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, Veterans Day, Thanksgiving Day, and Christmas Day or days celebrated in lieu thereof, (“days celebrated in lieu thereof” shall mean a Friday or Monday that is substituted for a holiday that falls on a Saturday or Sunday and that the employees are advised one week in advance of such substitution) employees who work on a holiday shall receive pay at two (2) times their regular straight time wage rate. If a holiday, other than an individual holiday, falls on the employee’s regular day off or if the employee is given the holiday off, the employee shall receive eight (8)
hours holiday pay for the holiday not worked at his/her regular straight time wage rate provided the employee is not absent the day before or the day after the holiday. For the purpose of this agreement, a holiday shall be construed to be a twenty-four (24) hour period. There shall be no pyramiding of overtime on a holiday or holiday pay.

For the purpose of computing weekly overtime for the employees who are given the holiday off (an otherwise scheduled work day) or if the holiday falls on the employee’s regular day off shall be credited with eight (8) straight time hours. Example of holiday off: 32 straight time hours worked + 8 hours holiday = 40 straight time hours. Example of holiday falling on a regular day off: 40 straight times hours worked + 8 hours holiday = 48 straight time hours. Regular part-time employees will receive holiday pay proportionate to that earned by full-time employees based on the average number of hours worked by the part-time employee.

ARTICLE VII – VACATION

Section 1. Employees hired before May 14, 2019, shall receive vacation in accordance with the following schedule:

Based on completed years of continuous service from original hire date at the: Warren Burger Federal Building and United States Courthouse:

1. 1.53 hours for each week with less than three (3) years of service.
2. 2.30 hours for each week with three (3) years of service but not less than eight (8) years.
3. 3.07 hours each week with eight (8) years of service but not less than thirteen (13) years.
4. 3.84 hours each week for thirteen (13) or more years.
Employees hired after May 14, 2019, will receive vacation in accordance with the following schedule:

1. 1.53 hours for each week with less than five (5) years of service.
2. 2.30 hours for each week with five (5) years of service but not less than ten (10) years.
3. 3.07 hours each week with ten (10) years of service but not less than fifteen (15) years.
4. 3.84 hours each week for fifteen (15) or more years.

**Section 2.** Vacations 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 request shall be made at least thirty (30) days in advance 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.

**Section 5.** Any employee who has at least six (6) months or more of continuous service with his/her Employer and is subsequently laid off or who voluntarily terminates his/her service with the Employer, shall receive prorated vacation pay on the basis of one-twelfth (1/12th) of his/her total year’s vacation pay for each full month of service after his/her anniversary (date of hire) date. Employees dismissed for cause shall not be entitled to any prorated vacation pay. Any employee who qualified for a full vacation on May
1st and leaves the service of the Employer for any reason prior to the taking of his/her vacation shall receive his/her vacation pay.

**Section 6.** 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) day’s 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 7.** 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) day’s vacation for each month of leave of absence for employees entitled to two (2) weeks vacation; a deduction of one and one-half (1-½) day’s vacation for each month of leave of absence for employees entitled to a three (3) week vacation; and a deduction of two (2) day’s vacation for each month of leave of absence for employees entitled to a four (4) week vacation.

**Section 8.** Vacation time may not be accumulated from year to year. Unused vacation will be paid at the rate in effect at the end of the first quarter immediately following the contract year, so that no employee will have more than one year’s total vacation pay outstanding at any time. For example: John Doe is entitled to 20 days of vacation pay per year. John has elected not to take any vacation during the year and thus has 20 days of vacation pay outstanding. Three (3) months later at the end of the first quarter immediately following the contract year, John has still not taken any vacation. Rather than have 25 days of vacation pay outstanding at this time, the Company will pay John for 5 day’s vacation, reducing the amount of outstanding vacation to the maximum allowed 20 days.

**ARTICLE VIII – RESIGNATION and LAYOFF**

**Section 1.** Engineers electing to resign shall be required to give the Employer ten (10) day’s 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 Engineers regularly employed, because of reduction in force, shall give such Engineers two (2) weeks notice, or the Employer may, in lieu thereof, pay the employee’s two (2) weeks advanced salary. Part-time employees shall be laid off before full-time employees.

**ARTICLE IX – CLASSIFICATIONS**

**Lead Maintenance/Operating Engineer** whose duties shall be the direction of the Maintenance Engineers and to take charge of the duties required.

**Maintenance Engineers** are those Engineers who shall take charge of a watch and perform the duties required on the job during the watch.

**Part-Time Maintenance Engineers** are those Engineers who may take charge of a watch and perform the duties required on the job during the watch.

**ARTICLE X – HOURS, OVERTIME and WAGES**

**Section 1. Full-Time Employees.** 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. Part-Time Employees.** Four (4) hours shall constitute a regular work day. Twenty (20) hours shall constitute a regular work week (except for purposes of vacation or sick leave coverage). Part-time employees will not be hired with the intention of eliminating full-time positions. Part-Time employees will get all benefits except Health Insurance, Dental Insurance and Life Insurance.

**Section 3.** The overtime rate of time and one-half (1-½) the basic hourly rate shall be paid for all time worked in excess of forty (40) hours per week.
Section 4. All time worked on the seventh (7th) consecutive day shall be paid for at double time rates. In Plants where shifts are rotated and the seventh (7th) consecutive day worked is not in any one work week, the double time rate shall not apply, providing the work schedule has the approval of the Union and the Engineers working at the Plant.

Section 5. Engineers shall not be required to suspend work during regular working hours to absorb overtime.

Section 6. Engineers called back to work after regular working hours shall be paid one and one-half (1-½) times their regular hourly basic rate, but in no case shall an Engineer receive less than the equivalent of two (2) hours pay at the regular hourly basic rate.

Section 7. On-Call Pay. Employees assigned to be on-call will receive seven dollars ($7.00) per day for carrying the pager.

Section 8. The minimum rate of pay for the following classifications shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective 12/1/19</th>
<th>Effective 12/1/20</th>
<th>Effective 12/1/21</th>
<th>Effective 12/1/22</th>
<th>Effective 12/1/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Maintenance/Operating Engineer</td>
<td>$40.00</td>
<td>$41.00</td>
<td>$42.00</td>
<td>$43.00</td>
<td>$44.00</td>
</tr>
<tr>
<td>Maintenance Engineer/Part-Time</td>
<td>$35.00</td>
<td>$36.00</td>
<td>$37.00</td>
<td>$38.00</td>
<td>$39.00</td>
</tr>
<tr>
<td>Maintenance Engineer/Part-Time</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 9. When the Lead Maintenance/Operating Engineer is gone on a leave of absence, the employee filling in for the Lead Maintenance/Operating Engineer will be compensated at the Lead Maintenance/Operating Engineer's rate for all hours worked.

Section 10. Nothing shall preclude the Employer from changing an employee's days off or starting times for work, providing not less than forty-eight (48) hours advance notice is given. It is understood that in emergency situations, such notice may not be given.
**Section 11.** Overtime shall be as equitably distributed among the unit as possible.

**ARTICLE XI – GENERAL CONDITIONS**

**Section 1.** It is agreed that when an Employer requires the services of an Engineer in connection with the operation of a steam boiler, engine, refrigeration equipment or dynamo or other equipment set forth in Article I, Section 3, of the agreement, and in connection with maintenance thereof, that such services shall be performed by Engineers covered by this agreement. The Employer reserves the rights, at its discretion, to contract or subcontract work to persons other than those covered by this Agreement. This assignment of work will be primarily for work beyond the scope and qualifications of the employees herein to perform, and will not be used to undermine the Union or discriminate against its members.

**Section 2.** It is mutually agreed that the Engineers 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 economics.

**Section 3.** Subject to the approval of the Government, authorized representatives of the Union shall have access to the work 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 employee to neglect their work; and further, such union representative shall comply with customer rules.

**Section 4.** All employees necessarily absent from work, for a period not exceeding six (6) months, on account of injury, or sickness, shall retain full employment rights over their former position and be reinstated by the Employer upon the employee’s request, provided they are physically and mentally able to perform their former duties. The Employer may require
certification by a physician as to the employee’s ability to resume his/her former duties.

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

**Section 6.** The Employer agrees to provide to each employee five (5) sets of uniforms, a jacket, and a hat per year, plus replacements for any damaged or un-wearable uniforms. The Employer agrees to reimburse each employee one hundred dollars ($100.00) per year for the purchase of ANSI approved footwear.

**Section 7. IUOE Training Fund.** The Employer agrees to contribute five cents ($0.05) per hour, for all regular hours paid, 2080 hours for full-time employees and 1040 hour for part-time employees. This will be used to assist Local 70 in funding the International Union of Operating Engineers Training and Education Center located in Crosby, Texas. Such contribution will be made to Local 70 upon December 1, each year of the Agreement.

**Section 8. Personal Phones.** The Employer agrees to continue to reimburse each employee forty-five dollars ($45.00) per month for each employee to keep and maintain a personal cell phone which will also be used for work purposes.

**Section 9. Parking.** The Employer will continue to pay for the parking ramp fees for the employees.

**ARTICLE XII – MEDICAL/HEALTH INSURANCE**

**Section 1. Medical/Health Insurance.** The Employer agrees that the Local 877/70 Health Insurance provider and plan will remain the same for the length of the Agreement. The Employer hereby agrees to provide and pay for Medical/Health Insurance for all employees covered herein and their dependents. The Employer agrees to pay the lesser of the actual amount due for the coverage or the following monthly maximum for any one (1) employee:
<table>
<thead>
<tr>
<th>Effective</th>
<th>Single</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2019</td>
<td>$34.02</td>
<td>$79.38</td>
</tr>
<tr>
<td>12/01/2020</td>
<td>$34.70</td>
<td>$80.97</td>
</tr>
<tr>
<td>12/01/2021</td>
<td>$35.38</td>
<td>$82.59</td>
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<td>12/01/2022</td>
<td>$36.10</td>
<td>$84.24</td>
</tr>
<tr>
<td>12/01/2023</td>
<td>$36.82</td>
<td>$85.92</td>
</tr>
</tbody>
</table>

The Union acknowledges that should the monthly costs of providing the indicated coverage’s be higher than the amounts shown for the respective periods, the Employer will deduct the difference from the employee’s wages.

**Section 2. Dental Insurance.** The Employer agrees that the Local 877/70 Dental insurance provider and plan will remain the same for the length of the Agreement. The Employer hereby agrees to provide and pay for Dental Insurance for all employees covered herein and their dependents.

**Section 3.**

1. If an employee and/or his/her family members are eligible to receive benefits under more than one group plan, benefits will be coordinated among the insurance companies involved so that the total amount payable under all plans will not exceed 100% of the allowable expense incurred during a calendar year.

2. No payment will be made for any expenses incurred to the extent that the employee or department is reimbursed, entitled to reimbursement, or in any way indemnified for those expenses by or through any public program. For the purposes of this paragraph, any individual who, at any time, was entitled to enroll in the entire medical care program under Title XVIII of the Social Security Act of
1976 as amended (Medicare), but who did not so enroll will be considered to be entitled to reimbursement in an amount equal to the amount to which he/she would have been entitled, if any, if he/she were so enrolled.

Section 4. Life Insurance. The Employer will provide employees only, twenty thousand dollars ($20,000.00) life insurance.

ARTICLE XIII – 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, as follows:

<table>
<thead>
<tr>
<th>Effective</th>
<th>Per Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2019</td>
<td>$6.50</td>
</tr>
<tr>
<td>12/01/2020</td>
<td>$7.00</td>
</tr>
<tr>
<td>12/01/2021</td>
<td>$7.50</td>
</tr>
<tr>
<td>12/01/2022</td>
<td>$8.00</td>
</tr>
<tr>
<td>12/01/2023</td>
<td>$8.50</td>
</tr>
</tbody>
</table>

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.

ARTICLE XIV – 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, grandparents of employee and spouse, or the child of that employee, such "reasonable time" however, to be at the sole discretion of the Employer, and in no case exceed three (3) days.

ARTICLE XV – SICK LEAVE

One (1) hour of sick time for every thirty (30) hours worked in accordance with Executive Order 13706, Department of Labor. Sick days are to be used only for illness or injury. Sick leave for regular part-time employees will be proportionate to that earned by full-time employees based on the average number of hours worked by the part-time employee. An employee who is laid off, or who voluntarily terminates his/her service with the Employer, shall be paid for his/her accumulated sick leave. Employees dismissed for cause shall not be entitled to any sick leave pay.

ARTICLE XVI – 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 XVII – 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 rulings 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, decisions 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.

ARTICLE XVIII – DURATION OF AGREEMENT

The terms and conditions of this agreement shall supersede and replace all previous agreements between the parties hereto, and shall take effect on December 1, 2019 and extend to November 30, 2024 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 November 30, 2024, or on November 30, of any year thereafter by giving to the other party sixty (60) days written notice prior to November 30, 2024, or November 30, of any year thereafter in which termination or amendments are requested.

Both parties understand that in the event the Employer’s contract with the Warren E. Burger Federal Building and United States Courthouse for operation and maintenance services at the building is canceled or terminated for any reason, the Employer is not bound by this agreement.
This agreement is made in duplicate and each copy is an original, executed at Minneapolis, Minnesota this ___ day of __________, 2019.

For: CMC Maintenance, Inc.

Jason Gatchell,
Chief Operating Officer

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Robert Yarbrough, Union Steward

KW/bdw/opeiu#12
Contract/CMC WB