AGREEMENT

between

MULTI AIR SERVICES ENGINEERS, CORP.

and

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

FEDERAL BUILDING – DULUTH, MN

June 1, 2019 through May 31, 2021
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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:

No Discrimination and Equal Employment

The parties agreed that there shall be no discrimination against any employee or applicant for employment because of race, sex, creed, color, age, national origin, handicap status, Vietnam era, or disabled Veteran status, sexual orientation, gender identity, or on any other basis prohibited by law. The parties 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, who are employed at the Federal Building, Duluth, Minnesota.

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

A. All persons now employed or hereinafter employed by Covenant Electric, Inc. and coming under the Union's jurisdiction shall become and remain members in good standing of the International Union of Operating Engineers, Local 70, AFL-CIO, or alternatively 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. Dues Deduction. The Employer 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 for 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 6. The Union shall indemnify, defend and save the Company and all officials, agents, representatives, and employees of 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 to or by the Union under provisions of this Article.
ARTICLE 2 - 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 from the 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 not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There will be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

Section 4. The Employer agrees that he will not lock out his employees while the grievance resolution process continues.

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, enforce requirements of Employer's obligations to the government client, to transfer or lay off employees because of lack of work, to select and assign work to employees in accordance with the requirements
determined by the Employer, to require employees to observe reasonable Employer rules and regulations not inconsistent with the provisions of this Agreement, and to take such measures as the Employer may determine necessary for the orderly, efficient and profitable operations of the business. 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. Employees who fail to perform assigned tasks and maintenance and reporting obligations will be disciplined accordingly.

ARTICLE 3 – STRIKES AND LOCKOUTS

During the term of this Agreement, there shall be no strike, work stoppage, demonstration, walk out, refusal to perform assigned work duties, slowdown, sickout, picketing, patrolling, hand billing, or in any other intentional efforts to interfere with the Company's work, operations, or provision of services to the federal government, nor shall there be any lockout of the employees on the part of the Employer.

ARTICLE 4 – 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 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 five (5) days after receipt of official recall notification. Official recall notification shall be by telegram or 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 5 - HOLIDAYS

All employees required to work on any of the following nine (9) 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, and Veterans 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 substitute) one and one-half (1.5) times their regular straight time wage rate. If a 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 purposes 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.

ARTICLE 6 - VACATION

Section 1. Employees shall receive vacation based on completed years of continuous service from original hire date. On their anniversary date, an employee shall be allotted:

- 104 hours per year for an employee with less than three (3) years
of service.

- 156 hours per year for an employee with more than three (3) but less than 15 years of service.
- 208 hours per year for an employee with 15 or more years of service.

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 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 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 fourteen (14) days in advance of the requested time off.

Section 4. Should a recognized holiday occur during an employee’s vacation, an employee’s leave account will not be charged for the holiday.

Section 5. Any employee who has at least six (6) months or more of continuous service with the Employer and is subsequently laid off or who voluntarily terminate 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 his anniversary (date of hire) date. Employees dismissed for cause shall not be entitled to any pro-rated 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 vacation shall receive his vacation pay.

Section 6. Regular part-time employees shall earn one half (1/2) the vacation benefit as outlined in Section 1 of this Article. Fifteen (15) days of actual work during a calendar month shall be considered one (1) month of employment.
Section 7. Employees who take a leave of absence will receive vacation on a pro-rated basis.

Section 8. 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 9. Vacation time may not be carried over from year to year. Employees must use their allotted vacation time by the end of their anniversary year or they will lose (forfeit) it; however, a maximum of one week’s vacation may be carried-over past the end of the anniversary year, but must be used by the end of the first month following the end of that anniversary year or it will be lost (forfeited). It is the employee's responsibility to keep track of their own used/unused vacation time.

ARTICLE 7 – RESIGNATION AND LAYOFF

Section 1. Engineers 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. Employees who violate this policy will not receive their banked vacation or pro-rated vacation for the upcoming anniversary date.

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

ARTICLE 8 – CLASSIFICATIONS

Maintenance Engineers: Are those engineers who take charge of a building and perform the duties required.

Leadership Training. Members who receive leadership training may cross-train in another role in order to ensure the best continuity and to promote
from within, when possible. By giving this opportunity we ensure that institutional knowledge is credited and utilized. There is no wage increase for this training. Up to 50% of the training time can count towards experience which will be tracked and signed-off by the current member who performs the role for which the one being trained aspires. The training time tracked includes time the trainee spends covering for as well as cross-training with the employee currently performing the role.

ARTICLE 9 - 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 per week shall be consecutive.

Section 2. The overtime rate of the 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. All overtime must be pro-approved by management prior to the work being completed.

Section 3. 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 4. Engineers shall not be required to suspend work during regular working hours to absorb overtime.

Section 5. Call In. If an employee has left the premises and is called back to work by the Employer or designee, the employee shall respond to the emergency call back service request immediately (within the shortest possible time consistent and with the mechanic’s location) after working hours within one hour. The employee shall remain on the job until emergency repairs have been made. The employee shall provide a written accounting of any emergency call back, to include costs incurred and plan for permanent correction of the problem, to the employer or their designee the morning of
the next working day. The employee will be paid for the entire time the employee is on site responding to the call back at a rate of 1.5 times the employee’s regular rate of pay.

Section 6. The minimum rate of pay for the following classifications shall be as follows:

**Maintenance Engineer:**
Current and Effective: $40.00
Effective 6/1/2020: $41.50

Section 7. Employees shall receive fifty dollars ($50.00) a month for parking stipend.

Section 8. Employees will receive pay on a weekly basis.

Section 9. Employees who notice an error in their paycheck should notify their supervisor or Employers Human Resources immediately.

**ARTICLE 10 – 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 1, Section 3, of the contract, and in connection with maintenance thereof, that such services shall be performed by engineers covered by this Agreement. The Employer shall not require the engineers to perform duties over which the Union has no jurisdiction. The Employer SHALL require the engineer(s) to perform the duties under the GSA contract in effect.

Section 2. 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.
Section 3. 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 employees to neglect their work; and further, such union representative shall comply with customer rules.

Section 4. All employee(s) 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 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 Employer agrees that if any employee is required to wear a uniform it shall be furnished by the Employer and maintained by the employee. The Employer shall provide seasonal jackets (light summer and heavy winter) and rain suits. The Employer shall provide one (1) pair of safety shoes per year.

Section 7. 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.

Section 8. Government Requirements. The Union agrees to cooperate with the Employer in all matters required by the United States Government, and the Union recognizes that the terms and conditions of the Agreement are subject to certain sovereign priorities which the United States Government may exercise. The Union agrees that actions taken by the Employer pursuant to a requirement of the United States Government shall not constitute a breach of this Agreement. Nothing in this Agreement shall be construed to prevent institution of any change prior to discussion with the Union where immediate change is required by the United States Government.
ARTICLE 11 – MEDICAL/HEALTH INSURANCE

Section 1. The Employer hereby agrees to contribute the following monthly amounts towards employee's Medical/Health Insurance:

Current and Effective: $2,000.00
Effective 6/1/2020: $2,100.00

The Employer monthly contribution is provided to offset any health and medical insurance cost the employee may incur.

ARTICLE 12 – RETIREMENT PLAN

The Employer agrees to contribute to the Central Pension Plan 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:

Current and Effective: $6.85 per hour
Effective June 1, 2020: $8.00 per hour

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.

It is understood and agreed that the Pension Plan referred to herein shall at all times qualify for approval by the Internal Revenue Bureau of U.S. 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 an effective Collective Bargaining Agreement between the Employer and the Union, Local No. 70.

ARTICLE 13 – FUNERAL ATTENDANCE

In the event an employee has a death in the family they shall be granted three (3) days off with pay. This is to benefit employees who have lost a spouse, parent, parent-in-law, grandparent, spouse's grandparent, grandchildren, brother, sister, child and stepparents, stepchildren, stepbrother and stepsister. Such "reasonable time" however, to be at the sole discretion of the Employer, and in no case exceed three (3) days.

ARTICLE 14 – SICK LEAVE

Ten (10) days of sick leave per anniversary year. This sick leave is non-accumulative. On the employees anniversary date the employee shall receive ten (10) days of sick leave. Sick leave shall carry-over year to year, but unused sick leave shall be capped at a maximum of ten (10) days.

The Employer agrees that the employees may use sick leave for an absence resulting from:

A. A physical or mental illness, injury, or medical condition.

B. Obtaining diagnosis, care, or preventive care from a health care provider.

C. Caring for their child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any
of the conditions or needs for diagnosis, care, or preventive care described in (A) or (B) or is otherwise in need of care.

D. Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes described in (A) or (B) or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in (C) in engaging in any of these activities.

E. Personal Reasons. The employee may do this three (3) times per year. The personal day requested must be requested one (1) work week in advance and if the job requirements can be met; the Employer will allow the use of up to three (3) days in a year as personal days off.

The Employer may require certification issued by a health care provider – or other documentation if the leave is related to domestic violence, sexual assault, or stalking – to verify the need for paid sick leave only if the employee is absent for 3 or more consecutive full workdays.

ARTICLE 15 – SAVING 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 16 – 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.

ARTICLE 17 – 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 June 1, 2019 and extend to May 31, 2021, 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 May 31, 2021, or on May 31, of any year thereafter by giving to the other party sixty (60) days written notice prior to May 31, 2021 or May 31, of any year thereafter in which termination or amendments are requested.

Both parties understand that in the event the Employers contract for operation and maintenance services at the Federal Duluth, Minnesota building is canceled or terminated for any reason, the Employer is not bound by this agreement.
IN WITNESS THEREOF, the parties hereto have signed this Agreement,

For: Multi Air Services Engineers, Corp.

Israel Alvarez, President

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

John Flane, Business Representative

James DeVeru, Steward

20/Dec/2019

Date:

11/5/2019

Date:

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Contracts/Duluth Federal Bldg