AGREEMENT

between

JONES LANG LASALLE SERVICES, INC.
USPS EAGAN SERVICE CENTER

and

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

October 1, 2017 through September 30, 2021
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This Agreement, entered into by JONES LANG LASALLE AMERICA'S, INC. the Employer of the employees covered by this collective bargaining agreement (hereinafter designated as the "Employer"), and International Union of Operating Engineers, Local No. 70, affiliated with the AFL-CIO (hereinafter designated as the "Union"), covers wages, hours and working conditions for the engineers (hereinafter designated as "employee" or "employees"), employed at The USPS Service Center, Eagan, as more fully described in Article 1 below.

ARTICLE 1 – RECOGNITION & COVERED WORK

Section 1. For the term of this agreement, the Employer recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment only for classifications as defined in Article 5, Section 1 of this Agreement, employed by the Employer at the USPS Eagan Service Center, excluding supervisors and all other employees.

Section 2. HVAC work shall not be performed by any non-bargaining unit employees of the Employer, except for training, testing, on call service by the onsite Chief Engineer, and shift replacement by on site Chief Engineer. Other work (e.g., electrical, sprinklers, etc.) assigned to bargain unit employees may be assigned as well to other employees as the Employer deems appropriate. Employees shall not be required to perform work prohibited by applicable laws (e.g., performing work without a license when a license is required).

Nothing herein shall restrict the Company’s right set forth in Article 4, Section 2. below.

Section 3. Notwithstanding the provisions of this Article, the Employer shall have the right to employ temporary employees, for periods of up to ninety (90) calendar days, to cover for employees on leaves of absence or for special projects, provided no employees are on layoff.
ARTICLE 2 – UNION SECURITY

Section 1. 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 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 employees does not comply with Article 2, Section 1. above, the Employer shall terminate the employee within ten (10) days of the 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 the Employer harmless from any claims of an employee so terminated.

Section 3. 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 deduction 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 notice thereof, stating the employee’s name, address, work classification and date of hiring.

Section 5. The provisions of this Article 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 financially support labor organizations; except that such employee shall be obligated to pay the service fee required by Section 3 above to a non-religious charity fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee.
Section 6. The Union agrees to indemnify the Employer against any and all charges, suits or claims for damages and penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 3 – DISCIPLINE & DISCHARGE

Section 1. Employees who have completed their probationary period shall be disciplined and discharged only for just cause. The Employer's judgment regarding just cause shall be subject to the Grievance Procedure.

The Employer and the Union recognize that “just cause” includes the principle of progressive discipline, depending upon the circumstances, but the inclusion of this sentence does not accord more weight to progressive discipline than an arbitrator normally would accord in the absence of this language.

Section 2. Notwithstanding the foregoing, the following illustrate the kinds of serious offenses for which an employee may be discharged immediately:

A. Theft or dishonesty, gross misuse or unauthorized use of Employer property;

B. Insubordination, or any physical or verbal assault on any employee, supervisor, customer, Employer tenant or other individual authorized to be on the Employer's premises;

C. Any misconduct indicating an intentional disregard of the Employer's reputation or property;

D. Intentional submittal of false reports (verbal or written) or documents, including reports relating to work completed or time worked by the employee submitting the document or any other employee;

E. Drunkenness, being under the influence of or drinking alcoholic beverages during working hours (including break and meal periods), or using or being under the influence of illegal drugs during work hours (including break and meal periods). This shall not include use
of prescription drugs prescribed to the employee, unless the employee has notice or reason to know of a potential adverse reaction or negative side effects and fails to notify the Employer;

F. Sleeping on duty;

G. Soliciting or accepting favors, gifts or gratuities from tenants, customers or other using the property;

H. Abuse of paid PTO, including false claims for sick leave payment; and

I. Failure to call in to report an absence by the end of the employee's shift on any day, except where the failure to do so is due to reasonable circumstances preventing the employee from notifying the Employer as determined by the Employer.

The foregoing are illustrations only, and do not constitute the only causes for immediate discharge.

Whether the conduct of an employee falls within any of the foregoing may be resolved by an arbitrator.

Section 3. Probationary employees may be disciplined or discharged for any reasons, which action shall not be subject to the Grievance Procedure. However any discipline short of discharge shall be subject to the grievance procedure.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Employer, except insofar as specifically surrendered or limited by express provisions of this Agreement. It is expressly recognized that such rights include (but are not limited to) the full and exclusive control, management and operation of its business and its affairs; the determination of the scope of its activities, business to be transacted, work to be performed, and methods pertaining thereto; the equipment to be utilized, and the layout thereof; the right to
establish or change operating methods and procedures, facilities, shifts, schedules of work and standards of performance; the right to establish jobs and job classifications, subject to bargaining, with the Union regarding the appropriate wage rate; the right to eliminate jobs and job classifications; the right to maintain order and efficiency and to make technological changes; the right to terminate, consolidate, sell or otherwise transfer its business or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the working forces, including hiring, training, scheduling, assigning, laying off, recalling, promoting, demoting, and transferring of its employees.

Section 2. The Employer reserves the right to contract aspects of bargaining unit work when said work is beyond the capacity of the bargaining unit however such sub-contracting shall not diminish the number of full-time employees of the bargaining unit.

Section 3. Employees shall obey all orders of managers and supervisors not in conflict with this Agreement. If any employee believes that an order of a manager or supervisor conflicts with this Agreement, the employee shall nonetheless take the action order. However, the employee shall have the right to file a grievance thereafter to seek a determination of whether the order violated this collective bargaining agreement. An employee is not required to follow an order that the employee reasonably believes is a threat to the life, health, or safety of the employee or another individual.
ARTICLE 5 – WAGES

Section 1.

A. During the term of this Agreement, the following minimum wage rates shall be applicable for Building Operating Engineers who meet the below Job Description in Article 5, Section 5.

<table>
<thead>
<tr>
<th>Operating Engineer Years of Service</th>
<th>1/1/2018</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start (90% Base)</td>
<td>$29.80</td>
<td>$30.54</td>
<td>$31.30</td>
<td>$32.08</td>
</tr>
<tr>
<td>Six (6) Months (95% Base)</td>
<td>$31.45</td>
<td>$32.23</td>
<td>$33.04</td>
<td>$33.87</td>
</tr>
<tr>
<td>After 1 year (Full Scale)</td>
<td>$33.11</td>
<td>$33.94</td>
<td>$34.78</td>
<td>$35.66</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Engineer Years of Service</th>
<th>1/1/2018</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start (80% Base)</td>
<td>$37.27</td>
<td>$38.20</td>
<td>$39.16</td>
<td>$40.13</td>
</tr>
<tr>
<td>Six (6) Months (90% Base)</td>
<td>$41.93</td>
<td>$42.98</td>
<td>$44.02</td>
<td>$45.12</td>
</tr>
<tr>
<td>After 1 year (Full Scale)</td>
<td>$46.58</td>
<td>$47.75</td>
<td>$48.94</td>
<td>$50.70</td>
</tr>
</tbody>
</table>

B. The Employer shall establish the position of Engineer Trainee. The successful applicant shall be required to have completed a Trade School program. The Engineer Trainee will progress through the listed rates while obtaining the necessary licenses and experience. After one (1) year not less than ninety percent (90%) of full rate.

<table>
<thead>
<tr>
<th>Operating Engineer Trainee</th>
<th>1/1/2018</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start (70% Base)</td>
<td>$23.18</td>
<td>$23.75</td>
<td>$24.35</td>
<td>$24.95</td>
</tr>
<tr>
<td>After 90 Days (75% Base)</td>
<td>$24.83</td>
<td>$25.45</td>
<td>$26.08</td>
<td>$26.73</td>
</tr>
<tr>
<td>After 1 year (90% Base)</td>
<td>$29.80</td>
<td>$30.54</td>
<td>$31.30</td>
<td>$32.08</td>
</tr>
<tr>
<td>After 2 years (100% Base)</td>
<td>$33.11</td>
<td>$33.94</td>
<td>$34.78</td>
<td>$35.65</td>
</tr>
</tbody>
</table>

After two (2) years the trainee shall be placed at the engineer regular rate of pay.

The number of Engineer Trainees shall not exceed one Trainee for every three (3) Operating Engineers (excluding the Chief Engineer).
C. The Employer shall establish the position of Chief Engineer. The Chief Engineer shall be required to hold the necessary licenses and will progress through the listed rates. At the end of one (1) year the Chief Engineer shall advance to the Chief Engineer rate of pay.

<table>
<thead>
<tr>
<th>Start</th>
<th>80% of the full rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>After six months</td>
<td>90% of the full rate</td>
</tr>
<tr>
<td>After one year</td>
<td>100% of the full rate</td>
</tr>
</tbody>
</table>

Section 2. The Operations Manager is not covered by this Agreement.

Section 3. Shift Differential. Employees working hours after 2:00 pm will receive in addition to their hourly rate of pay, a four percent (4%) pay differential. Employees working hours after 10:00 pm will receive, in addition to their hourly rate of pay, a eight percent (8%) pay differential.

Section 4. The Employer at its discretion may elect to appoint a Lead Operating Engineer. This Lead Operating Engineer, if so elected by the Employer, will receive additional compensation at one dollar fifty cents ($1.50) per hour.

Leading Operating Engineer duties shall include: Interim Chief-in-training; second in call order after Chief and before the Client; total phone responsibility when Chief is on PTO or out of town; complete filling in of Chief incases of leave of absence or termination. Such Leading Operating Engineer shall have the right to bid on the Chief position if there is a need to fill permanently.

In the event the Chief Engineer is out on a planned or unplanned absence for five (5) or more days (holidays included) the Lead Operating Engineer shall be paid at Chief Engineer's full rate of pay starting on the first day of his/her absence until his/her return.

Section 5. Electricians Pay. All employees who possess and maintain a Journeyman Electrician license shall receive an additional one dollar ($1.00) per hour for all hours worked.

All employees who possess and maintain a Master Electrician license shall receive an additional one dollar ($1.00) per hour for all hours worked.
If an employee possesses and maintains both licenses they shall receive a total of two dollars ($2.00) per hour for all hours worked.

Section 6. Below defines the job description for the Building Operating Engineer identified in Article 5, Section 1. above. Note that the definition of and job requirements for the Building Operating Engineer may be changed at the Employer's discretion. The Employer will take reasonable efforts to discuss any changes with the Union prior to taking action.

The Building Operating Engineer will oversee the efficient operation of all building systems and will be responsible or tenant services, preventative, contracted and general maintenance, purchasing and inventory control of materials, and technical proficiency. The Building Operating Engineer will also be responsible for the installation, maintenance and repair of all equipment, physical structures, piping, and life safety. Must be willing to be on-call and respond to after hour emergencies.

Position requires that the individual be a self-starter, problem solver and interact well with all levels of employees and with all levels of building occupants. Position involves complex HVAC and building system troubleshooting and maintenance as well as general maintenance tasks.

**Key Skills**

- Provide technical support and leadership to the properties.
- Assist in administering the Operations Audit under the direction of Technical Services.
- Have advance knowledge of electrical distribution, life safety and computerized energy management systems.
- Have advanced knowledge of the operation and repair of all types of heating and ventilation systems.
- Strategic Thinking – Demonstrates the ability to think broadly, create a shared vision, and embrace change as an opportunity, including demonstrates “thought leadership”, creates sound strategies; anticipates and responds to future challenges of the Firm, business unit, and clients with innovative and thoughtful recommendations that influence rather than respond to the environment.
• Technical Competence – Demonstrates the ability to handle the technical complexity in products, services, transactions, and systems or processes; focuses on continuous learning in area of expertise.
• Analysis/Problem Solving - Uses rigorous logic and methods to solve problems with effective solutions.
• Project Management – Executes an assignment or leads a project team charged with “getting the job done” on time and within budget, while fully satisfying the client’s needs.
• Communication – Communicates clearly and effectively, avoids ambiguity and vagueness; adapts information to audience expertise and interests, gathers and gives information to others in a timely manner.
• Teamwork – Collaborates with others regardless of role, business unit, or location; works effectively with people who have diverse ideas, perspectives, and values; contributes to and leverages the Firm’s body of knowledge.
• Has a strong safety awareness, which is demonstrated in actions and results.
• Embrace and participate in continuous learning and skill development.

Requirements:

• High school diploma or equivalent.
• Willing to shall obtain a Special License within 90 days of hiring.
• Must obtain a Class 2C Boiler License once hours are achieved.
• 5 years minimum working experience or Trade School or apprentice program completion.
• Willing to obtain CFC certification within 6 months of hire provided classes/training is available.
• Ability to work at heights, work in changing temperatures, and lift move and/or carry heavy (up to 70 pounds) objects.
• Ability to analyze the operation of the various systems, determine the cause of any problem/malfunctions and corrective action.
• Ability to immediately recognize system shortcomings and respond to operational and emergency situations.
• Excellent communication skills (both written and oral).
• Excellent interpersonal skills.
• Computer proficiency in MS Office.
ARTICLE 6 – HOURS & OVERTIME

Section 1.

A. Full-time employees normally shall work forty (40) hours per week in not more than five (5) consecutive days in any work week, which shall begin on Sunday and end on Saturday. In the event a third shift is established which includes hours both before and after midnight, such shift shall be considered (for purposes of computing holiday pay) as occurring on the day on which a majority of the hours fall (e.g. a shift beginning at 10:00 pm on Sunday would deemed to be a Monday shift).

B. Floater Shift. The Floater Shift is a standard shift and a shift coverage position. The standard hours for this shift are 10:00 AM to 6:00 PM, Sunday through Thursday, and 10:00 AM to 6:00 PM, Tuesday through Saturday. The Floater may also be used when extra coverage is needed due to an absent employee on single covered days, or extended absences due to man power shortages. Any other use of the Floater requires the agreement of both parties involved. When a shift vacancy takes place, a Floating Engineer may cover the empty shift until filled. The most senior Floating Engineer has first choice on filling the empty shift.

Section 2. An employee shall receive time and one-half (1-1/2) his/her regular rate for hours worked in excess of forty (40) hours in any one (1) work week, with the understanding that the Employer will not change an employee’s regular schedule to avoid the payment of overtime. “Hours worked” for overtime purposes shall include un-worked PTO, but shall not include other un-worked time such as holidays and absences due to jury duty or funerals.

Section 3. Employees are expected to arrive for work on time. Lateness is subject to discipline, up to and including discharge.

Section 4. In the event an employee has left the Employer’s premises after completing his/her work schedule and is recalled to perform work, said employee shall be paid the greater of, but not less than: (i) four (4) hours at his/her straight-time rate; or (ii) time and one-half (1-1/2) for hours actually worked. This provision shall not be applicable to said recall if the work
required continues into the employee’s normal work period. (In such event, the employee shall be paid for hours worked at the applicable rate).

Section 5. There shall be no pyramiding of pay. The highest applicable rate shall apply.

Section 6. Employees regularly scheduled to work on a day on which the Facility is closed due to inclement weather will be guaranteed eight (8) hours of work on that day or eight (8) hours pay in lieu thereof. Employees can be expected to report to work and/or continue to work beyond their normal work schedules due to other conditions or emergencies that would cause the Facility to close during regularly scheduled work hours.

Section 7. With the exception of Article 6, Section 6, relating to inclement weather days, nothing in this contract shall constitute or be construed as a guarantee of hours of work per day, or number of days or hours of work per week.

Section 8. Any time an employee is forced by the Employer to works more than six (6) eight (8), (or more) hour shifts in a row, he/she shall receive two (2) times the regular rate of pay starting the seventh (7th) day, such double time ceasing on the first day the employee gets a day off. If an employee receives double pay under this Section, he/she shall not be eligible for overtime pay for overtime worked during that time period.

Section 9. Filling Vacant Shifts. When filling shifts vacant due to the absence of a regularly schedule employee the Employer shall first attempt to fill the shift with the relief Engineer and then offer by seniority to the next available engineer. In the event the shift remains unfilled by this process the chief may work the shift, in the event the Chief is not available the junior engineer may be forced to fill the shift, or the shift may be filled by a bargaining unit contractor.

ARTICLE 7 – PAID TIME OFF

Section 1. The Employer will provide to full-time employees a Paid Time Off ("PTO") Bank which generally combines vacation, sick leave, personal time, and floating holidays.
Section 2. PTO does not include jury duty, bereavement leave, military service, scheduled Employer holidays, short-term disability, long-term disability or workers' compensation.

Section 3. Full-time employees shall earn paid PTO in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Monthly Accrual</th>
<th>Annual Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fewer than 3 full years</td>
<td>1.50</td>
<td>18</td>
</tr>
<tr>
<td>Years 3 to 10 full years</td>
<td>1.916</td>
<td>23</td>
</tr>
<tr>
<td>Years 10+</td>
<td>2.33</td>
<td>28</td>
</tr>
</tbody>
</table>

Employees employed at USPS Eagan Service Center, prior to January 1, 2008, will be given credit for their prior service as an Operating Engineer with their previous Employer at the Facility.

Section 4. Newly hired employees begin accruing PTO on the first (1st) day of employment. PTO is accrued monthly at the end of each month based on the employee's anniversary date and length of service, as shown above. Employees must be actively employed on the last business day of the month to accrue PTO for that month. Employees immediately begin accruing at the next higher rate upon the anniversary date on which they meet the minimum number of years of service.

Newly hired employees will not be eligible to schedule PTO within the first three (3) months of employment, unless preauthorization or emergency cases apply. If the employee is hired in the last quarter of the calendar year all accrued PTO can be carried over and used in the first quarter of the next calendar year.

Section 5. PTO does not accrue during an unpaid leave of absence of one (1) month or more or while on long-term disability, except that PTO does accrue during any authorized Family and/or Medical Leave. Final employment dates may not be extended by using PTO days.

Section 6. Employees are encouraged to use their PTO and should schedule appropriately with their manager to ensure they can take the PTO in the year it is accrued. The Employer shall determine the number of employees who may be on vacation at the same time based upon the Employer's judgment.
concerning scheduling needs. Employees must obtain prior management approval to take PTO days. The Employer reserves the right to reasonably deny approval for requested PTO.

Section 7. When an employee's employment is terminated, the employee will receive pay for PTO days which were earned but not used. In the event that the Employer permitted an employee to borrow PTO days in excess of the days earned, an amount equal to the excess PTO pay will be deducted from the employee's final paycheck.

Section 8. The schedule of full PTO weeks (for non-supervisors) will be determined by seniority, provided the needs of the Employer are met, in accordance with the following procedure:

A. Employees shall submit to the Manager (or his designee) written requests for full PTO weeks as soon as they know which calendar week(s) they want as PTO.

B. PTO requests received by February 28th, (for planned PTO from March 1 to December 31) shall be honored on a seniority basis, to the extent that the Employer can spare an employee for such week(s). The employee will be notified as to whether his request has been granted prior to March 15th.

C. Written requests for PTO submitted after February 28th shall be granted on a first come – first served basis, to the extent the Employer can spare the employee during such period.

D. The PTO schedule shall be prepared by the Operations Manager at the beginning of each contract year.

E. Employees must use their PTO in a minimum block of four (4) hours for all planned PTO. Exceptions include any emergency situations including but not limited to family emergencies, child care issues, weather related etc.

Section 9. An employee may take as many of his/her PTO days for personal business reasons as he/she wishes. However, requests for such days must be made fourteen (14) days prior to the date requested, except for bona fide
reasons, in which event the employee shall describe to the Employer the reasons for needing the day as a PTO day and his/her failure to provide the fourteen (14) days’ notice. If two (2) or more employees request the same date at least fourteen (14) days in advance; the selection will be based on seniority. Thereafter, these days will be granted on a first come – first served basis. Individual days shall be granted to the extent the Employer can spare employees.

Section 10. Carry Over Of Unused PTO. Employees may carryover up to 5 days of unused accrued PTO from the previous year, to be used within 6 months, or forfeited. No compensation is paid in lieu of unused, accrued PTO.

Section 11. With respect to PTO, employees shall:

A. Notify the Employer in accordance with its notification procedures of their inability to report for work, which notice shall be provided at least one (1) hour before the start of the shift with respect to first shift work and at least two (2) hours before the start of the shift with respect to the second shift work;

B. Keep the Employer notified on a daily basis of their condition and expected return date; and

C. Supply medical documentation if absent for three (3) working days or, after prior notification, if the Employer has reason to believe that sick leave (paid or unpaid) is being abused by the employee.

**ARTICLE 8 – HOLIDAYS**

Section 1. The following days shall be observed as holidays:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Labor Day</th>
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</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
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<td>Veterans Day</td>
<td>Presidents Day</td>
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<tr>
<td>Thanksgiving Day</td>
<td>Memorial Day</td>
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<tr>
<td>Christmas Day</td>
<td>Independence Day</td>
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</tbody>
</table>
Section 2. If any of the foregoing holiday's falls within a regular full-time employee's regularly scheduled forty (40) hour week and the employee does not work on the holiday, he/she shall receive a holiday credit equal to eight (8) hours' pay at straight time. If, under the foregoing facts, the regular full-time employee works on the holiday, he/she shall receive a holiday credit equal to eight (8) hours' pay. In addition employee will receive pay for hours worked at one and one half (1-1/2) times the normal rate of pay for all hours worked on the holiday. If any of the foregoing holidays falls on a day which is outside a regular full-time employee's regularly scheduled work week and the employee does not work on the holiday, he/she shall receive his/her full week's pay which he/she has earned plus a holiday credit equal to eight (8) hours' pay at straight-time.

Section 3. To be eligible for holiday pay, an employee must: (1) work his/her full scheduled work day prior to the holiday and his/her full scheduled work day following the holiday or be on paid leave of absence (which excludes workers compensation and disability payments); and (2) receive compensation (excluding workers' compensation and disability payments) from the Employer for hours during the week in which the holiday falls.

ARTICLE 9 – SHORT TERM DISABILITY & LONG TERM DISABILITY INSURANCE

Section 1. Employees shall be eligible to participate in its short term disability and long term disability insurance plans, subject to the terms of those plans, including the Employer's right to modify or terminate them, so long as bargaining unit employees are treated the same as the Employer's other employees employed at USPS Eagan Service Center.

ARTICLE 10 – FUNERAL LEAVE/BEREAVEMENT LEAVE

Section 1. Funeral/Bereavement Leave shall be granted only upon the death of an immediate family member. Immediate family member shall mean: an Employee's spouse, domestic partner, parent, sibling, child, grandparent, grandchild, in-law, (including equivalent relation of an Employee's domestic partner) step-relation or other member of the Employee's household (permanently lives in the same residence as the Employee). Domestic partners are defined as same sex and opposite sex couples registered with any
government registry authorized to perform such registrations. There are no requirements for proof of relationship that are not also applied to married couples. Funeral/Bereavement Leave shall be paid for at the employee’s full rate for up to three (3) days for in-state funerals and up to five (5) days for out of state funerals. If additional time off is required, PTO subject to manager approval may be used.

Section 2. An employee shall provide the Employer with proof of death, if requested to do so.

Section 3. Days used for funeral leave will not come from the PTO plan.

**ARTICLE 11 – JURY DUTY & MILITARY RESERVE TRAINING**

Section 1. The Employer will pay a full-time employee his/her normal straight-time compensation (eight (8) hours maximum), less his/her jury duty pay, not including expenses, received from the government, if the employee is required to serve on a jury.

Section 2. The Employer will pay a full-time employee up to one-half (1/2) of his/her normal straight-time compensation for not more than ten (10) consecutive working days, if the employee is required to participate in annual Military Reserve Training. To be eligible for pay benefits during reserve training, the employee must have been a member of Military Reserve at the time of hire.

Section 3. Employees requesting payment hereunder will present jury summons or Military Orders as substantiation of the time absent for which payment hereunder is requested.

Section 4. Payment from the Employer and the government shall not be in excess of the employee’s normal pay.
ARTICLE 12 – MEDICAL INSURANCE & DENTAL INSURANCE

Section 1. Full-time employees shall have the option of participating in the Employer’s group medical and dental insurance plans, subject to the terms of those plans, including the Employer’s right to modify or eliminate the plans, so long as bargaining unit employees are treated the same as the Employer’s other employees employed at Eagan Service Center Facility.

Section 2. Premiums shall be paid for by the Employer.

Section 3. The Employer’s responsibility for payment of the premiums for the benefits provided above shall cease upon the employee’s separation, change in client assignment, or extended absence from work, except that the Employer shall continue to pay the premiums for the following periods: (1) through the end of the twelfth (12th) week following the beginning of a Family and Medical Leave Act (FMLA) leave to which an employee is entitled; and (2) through the end of the month in which the leave begins in connection with any other leaves which the Employer may elect to grant.

ARTICLE 13 – UNION PENSION FUND

Section 1. The Employer agrees that all employees covered by this agreement will be covered by the Central Pension Fund of the International Union of Operating Engineers (IUOE, CENTRAL PENSION FUND)

Section 2. Employer agrees to pay fund the following for each hour an employee receives pay as required under the terms of this agreement. However contributions will not exceed the sum which would exceed forty (40) hours in any work week.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective January 1, 2018</td>
<td>$4.00 per hour</td>
</tr>
<tr>
<td>Effective January 1, 2019</td>
<td>$4.50 per hour</td>
</tr>
<tr>
<td>Effective January 1, 2020</td>
<td>$4.75 per hour</td>
</tr>
<tr>
<td>Effective January 1, 2021</td>
<td>$5.00 per hour</td>
</tr>
</tbody>
</table>

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ARTICLE 14 – NON-DISCRIMINATION

The Employer and the Union agree not to unlawfully discriminate against any individuals with respect to his/her hiring, compensation, terms or conditions of Employment because of such individual’s race, color, religion, sex, age, national origin or disability.

ARTICLE 15 – PROTECTIVE EQUIPMENT & UNIFORMS

Section 1. The Employer shall maintain safe, sanitary and health conditions; maintain emergency first aid equipment at a designated location for the care of employees in the event of accident or illness; and furnish all necessary safety devices for employees working on hazardous or unsanitary work, which shall include: (a) hard hats; (b) ear protectors; (c) rubber gloves; (d) rubber apron; and (e) eye protection.

Section 2. It shall be the obligation of both the Employer and the employee to comply with regulations of the Occupational Safety and Health Act. Employees will be required to wear safety equipment.

Section 3. The Employer shall have the option of continuing to rent uniforms or to purchase uniforms for employees, provided that the Employer shall provide for laundry service in either event.

ARTICLE 16 – SENIORITY

Section 1. A new employee shall be on probation for the first one hundred twenty (120) calendar days of his/her employment or re-employment. The Employer may, during such probationary period, terminate the employment of such employee without having to specify a reason or otherwise justify its action. An employee retained in the employ of the Employer beyond the probationary period will be placed on the seniority list, dating back to his/her most recent date of hire in the bargaining unit.

Section 2. If the Employer elects to utilize permanent shifts, employees may select such shifts by seniority within a classification.
Section 3. Seniority shall govern a connection with layoffs and recalls. In the event of a layoff, the affected employee shall have the right to bump any less senior employee in the same or lower classification, provided the employee has the necessary skills and requirements to do the work.

Section 4. The selection and retention of the Lead Operating Engineer (if determined to be required by the Employer) remains at the discretion of the Employer, not subject to the grievance procedure. In the event that the Employer elects to remove an employee from the position of Lead Operating Engineer, the employee shall have the option to bump down to a non-lead position (and lower pay rate) based on his/her seniority. (Nothing herein shall prevent the Employer from discharging the Lead Operating Engineer for just cause, subject to the grievance procedure).

Section 5. If the Employer decides to fill a job within the bargaining unit (excluding the position of Lead Operating Engineer), the Employer will post a notice of vacancy or job opening on the department bulletin board for seven (7) days. A copy of the notice will be sent to the Union. Any employee may submit a bid for the job to the Employer in writing, during the posting period. From among employees bidding who are qualified for a posted job, the Employer will award the job to the employee who, in the Employer’s judgment, is most qualified. In any case where two (2) or more of these employees are, in the Employer’s judgment, equally qualified, the Employer will award the job to the more senior qualified employee. If no employees who are, in the Employer’s judgment, qualified for the posted job submit bids for the job, the Employer may fill the job from any source.

Section 6. Full-time employees shall have recall rights for a period equal to their seniority or twelve (12) months, whichever is lesser.

Section 7. Seniority shall be lost and employment cease for any of the following reasons:

A. Voluntary quitting.

B. Discharge for just cause.
C. Failure to perform services for the Employer for any reason for a period equal to their seniority or twelve (12) months, whichever is lesser.

D. Acceptance of work during an authorized leave of absence without advance approval of the Employer.

E. Failure to report to work within one (1) day after an authorized leave of absence.

F. Failure to return to work within three (3) calendar days after the earlier of the following: (1) the Employer actually notifies the employee that he or she has been recalled from layoff; or (2) the date a telegram or letter, by next day service, is delivered to an employee's address (at the address the employee last gave to the Employer), notifying the employee of recall from layoff. (Copies of telegrams shall be sent to the Union as well). Employees assume responsibility for: (1) maintaining their correct address with the Employer and the Union; and (2) keeping the Employer notified of their whereabouts if away from such address. A recall notice addressed to the employee's last recorded address shall be sufficient notice.

ARTICLE 17 – GRIEVANCE PROCEDURE

Section 1. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such dispute or complaint promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance. The timelines of the grievance procedure shall not begin until the Business Representative is available for the grievance meeting.

Step 1. By conference between the Union Business Representative and/or the aggrieved employee and the Manager or his/her designee.

Step 2. If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the Manager. Such submission shall be made within fourteen (14) calendar
days of the date of the occurrence of the event which gives rise to the
grievance and shall clearly set forth the issue and contentions of the
aggrieved party or parties and must reasonably allege a specific
violation of an express provision of this Agreement. The Manager (or
his/her designee) and the Union Business Representative shall meet,
normally within fourteen (14) calendar days following receipt of the
written grievance, and attempt to resolve the grievance. The Employer
normally shall respond to the Union and grievance within fourteen (14)
calendar days of the Step 2 meeting.

Step 3. If the grievance is not satisfactorily adjusted in Step 2, the Union
may within fourteen (14) calendar days following the Step 2 meeting, in
writing, request arbitration to the Employer, with a copy to the
Manager, and the Employer shall be obliged to proceed with arbitration
in the manner hereinafter provided. The parties shall forthwith attempt
to agree upon an impartial arbitrator.

Section 2. In the event the parties are unable to reach agreement upon the
selection of an arbitrator, the party requesting arbitration shall refer the
matter, with reasonable promptness, to the American Arbitration Association
(AAA) for selection of an arbitrator in accordance with the American
Arbitration Association. A finding or award of the arbitrator shall be final and
conclusive upon the parties hereto. The arbitrator shall have all the rights,
power and duties herein given, granted and imposed upon him or her; but
his/her award shall not change, alter or modify any of the terms and
conditions set forth in this Agreement. The expenses of the impartial
arbitrator and the American Arbitration Association fees shall be shared
equally by the parties.

Section 3. The decision of the arbitrator shall be rendered within thirty (30)
calendar days of the date of final argument by the parties. Such time limits
may be extended by mutual agreement of the parties.

Section 4. A grievance shall be deemed waived and abandoned unless it is
filed and appealed within the time limits set forth above unless mutually
agreed otherwise. The Union’s failure to appeal a grievance shall constitute
acceptance of the Employer’s previous response. The Union may treat the
Employer’s failure to respond as a denial of the grievance and may appeal the
grievance to the next step of the grievance procedure.
Section 5. No retroactive adjustment of any kind pursuant to an arbitration award shall exceed fourteen (14) calendar days from the date the written grievance is first submitted to the Employer by the employee or the Union.

Section 6. The Employer shall not be bound by the practices of the predecessor Employer unless specifically mentioned in this collective bargaining agreement.

ARTICLE 18 – NO STRIKES OR LOCKOUTS

Section 1. During the term of this Agreement and any agreed upon extension of this Agreement:

A. The Employer shall not lock out its employees;

B. The Union shall not authorize, approve or condone, and the employees shall not engage in or participate in any strike (including sympathy strike), work stoppage, picketing or refusal to cross any picket line (whether or not such picket line is lawfully established or maintained) or any other restrictions or Curtailment of work or any attempt to prevent the access of any person onto, within, or off the property premises.

Section 2. In the event of any violation of this Article:

A. Any employee involved in such violation may be discharged, depending upon the circumstances;

B. The Union shall immediately direct employees to resume normal operations immediately;

C. Either party hereto shall have the right to pursue any appropriate remedies with respect thereto in any court of competent jurisdiction.
ARTICLE 19 – LEAVES OF ABSENCE

Section 1. Employees shall be granted an unpaid medical leave as required by the Family and Medical Leave Act (FMLA). Full-time employees may be granted an unpaid leave of absence for other justifiable reasons, provided: (1) the Employer’s decision to deny a request for a non-FMLA leave shall not be subject to the Grievance Procedure; and (2) any such leave shall not exceed three (3) calendar months.

Section 2. Leaves of absence required by the FMLA run concurrently with other leaves of absence under this collective bargaining agreement. No leaves of absence may be stacked upon another leave of absence unless required by statute.

ARTICLE 20 – TRAINING AND SAFETY WEAR REIMBURSEMENT

Section 1. All employees covered by this agreement will be required to develop an annual training and development plan, in conjunction with manager. The Employer shall pay the full cost of all training up to an annual maximum of one thousand three hundred dollars ($1,300.00). This will include internally administered classes or online classes through a Jones Lang LaSalle 3rd party training partners as well as external classes provided by professional organizations as well as supplier educational seminars. All training and development plans will be developed jointly and approved by the Employer.

All employees covered by this agreement will be required to successfully complete the Operator Certification Test. This test is to be used as a development tool only, and will have no bearing on the employee’s employment. Each employee may retest as many times as needed to successfully pass. Once the employee has passed this test, it will be kept on record with no further testing required.

All employees’ time and costs due to continuing education per Minnesota’s department of Labor and Industry will be covered by reimbursement as long as a receipt is furnished. Time reimbursement may not create overtime and must be approved by the Chief Engineer. Mileage can be turned in for reimbursement, based off of building location 2825 Lone Oak Parkway to
training site. (example: If the employee drives 20 miles round trip to work each day and the class if a 30 mile round trip, the employees may turn in for 10 miles to recoup the added drive).

Section 2. Safety Shoes. The Employer will reimburse the employee up to one hundred fifty dollars ($150.00) annually towards the purchase of safety footwear. Employees will receive direct reimbursement, upon presenting receipt of purchase to the Employer. The sum is not to exceed one hundred fifty dollars ($150.00) per individual. All employees will be required to participate and purchase safety footwear annually under this program.

ARTICLE 21 – LEGALITY OF PROVISIONS

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law or Executive Order, or by final adjudication of any court of competent jurisdiction, such provision or the application of any such provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE 22 – SUCCESSION

The terms and provisions of this Agreement shall bind all subleases, assignees, and purchasers or other successors to the business to such terms and provisions, to which the employees are and shall be entitled to under this Agreement. The Employer shall require any purchaser, transferee, lessee, assigns, receiver or trustee of the operations covered by this Agreement to accept such terms of the Agreement by written notice. A copy of such notice shall be provided to the Local Union at least thirty (30) days prior to the effective date of any sale, transfer, lease assignment, receivership or bankruptcy proceedings.
ARTICLE 23 – SOLE & ENTIRE AGREEMENT

Section 1. This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all undertakings, oral or written, express or implied, or practices, between the Employer and the Union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 2. Each party acknowledges that it had the unlimited right and opportunity to negotiate with respect to any subject of collective bargaining, and that each unqualifiedly waives the right to bargain collectively during the term of this Agreement with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

ARTICLE 24 – TERM OF AGREEMENT

This Agreement shall be effective October 1, 2017 and shall remain in effect to and including September 30, 2021, and shall continue in effect thereafter for sixty (60) days after either party sends written notice of the proposed termination or modification to the other, by the United States Post Office’s certified mail, return receipt requested.
The Employer and the Union have agreed to the herein stated terms.

For: Jones Lang LaSalle

Todd Doering, Account Manager

For: International Union of Operating Engineers, Local No. 70

David Monsour

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers

Linda Powers, Recording Secretary

Wyn Massey

Wyn Massey, Business Representative

Mike Scholl, Union Steward

12/12/17

Date:

11/13/2017

Date: