AGREEMENT

between

CROWNE PLAZA HOTEL ST. PAUL RIVERFRONT
AND DOUBLETREE BY HILTON HOTEL ST. PAUL

and

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

December 1, 2013 through November 30, 2018
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This Agreement is made and entered into by and between the Crowne Plaza Hotel St. Paul Riverfront and DoubleTree by Hilton Hotel St. Paul (hereinafter referred to as the "Employer") and the International Union of Operating Engineers Local No. 70, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH

It is the desire of the respective parties hereto to assure a friendly spirit of cooperation between the employees of the Employer and members of the Union who are now or may hereafter be engaged in the operation of two hotels in the City of St. Paul, Minnesota and the Employer and to avoid disruptions in the service and operation of the hotels and to secure the benefits intended to be delivered by the Employer and the Union under these Articles of Agreement. In consideration of the mutual promises and covenants expressly stated herein the Employer and the Union agree as follows.

ARTICLE 1 – RECOGNITION AND SENIORITY

Section 1. Recognition. The Employer herein recognizes the Union herein named as the sole and exclusive bargaining representative for the employees of the Employer, who are properly within the jurisdiction of the Union as evidenced by and in accordance with the classification of employment listed elsewhere in this Agreement. The Employer agrees not to enter into any contract or agreement with the employees hereunder, individually or collectively which conflicts with the terms and provisions of this Agreement.

Section 2. Union Security. It shall be a condition of employment that all employees of the Employer covered by this Agreement within any job classification hereafter set forth and identified within the bargaining group of this Union and who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the thirtieth day following the effective date of this Agreement become and remain members in good standing in that Union. It shall also be a condition of employment that all employees covered by this Agreement, and hired on or after its effective date shall, on or after the thirtieth day following the beginning of such employment become and remain members in good
standing in that Union. The Employer agrees to furnish the Union within thirty (30) days following the effective date of employment of any employee and the termination of employees a notice in such form as shall be mutually acceptable setting forth the name of the employee, the classification in which employed, the date the employee commenced work, or was terminated from work.

Section 3. Dues Check Off. The Employer agrees to deduct initiation fees, monthly dues, and uniform assessments from the wages of their employees. The amount of said initiation fees and said dues shall be uniform and notice of these amounts shall be given to the Company by the Union in writing. All deductions made hereunder shall be deducted from the paycheck of those employees who have filed with their Employer and individually signed authorization in conformity with the laws of the United States and interpretations of the National Labor Relations Board.

Section 4. Visitation. It is agreed between the Employer and the Union that the representative of the Union may confer with employees in regard to Union matters on the Company premises provided they first notify management and provided it does not unduly interfere with the operation of the business.

Section 5. Separate and Distinct Properties. Both the Employer and the Union recognize that the Crowne Plaza, St. Paul Riverfront and the DoubleTree by Hilton, St. Paul, are two separate and distinct properties covered under one Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. The Union agrees to uphold the rules and regulations of the Employer in regards to the performance of work in an efficient and economical manner, the employees conduct on the job, and all other reasonable rules and regulations established by the Employer which are not in conflict with this Agreement. The Union further agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions and practices; and in maintaining and safeguarding and conserving equipment, supplies, material, vehicles, machinery, buildings, and other property used by employees in connection with their work assignments.
Section 2. The Employer and the Union specifically agree that the management shall have the right to direct the work force and to determine the policies and methods of operating the business, except as expressly limited by specific provisions of this Agreement. Such management rights and responsibility shall include, but not limited to, the following: The right to select the employees it will hire and right to establish or revise work schedules, to determine the size and composition of its working force, to determine the number and type of equipment, material, products and supplies to be used or operated, to discipline or discharge employees for reasonable cause, to maintain efficiency of employees, to determine assignments of work, to discontinue all or any part of its business operations, to expand, reduce, alter, combine, transfer, assign or cease any job, job classifications, department operation for business purpose, to introduce new, different or improved methods and procedures in its operations, and otherwise generally to manage the business, except as expressly restricted by the provisions of this Agreement.

ARTICLE 3 – NO STRIKE OR LOCKOUT

Section 1. No Strike. During the term of this Agreement, the Union agrees on behalf of itself and each of its members that there shall be no unauthorized strike of any kind and there shall be no boycott, picketing, work stoppage, slow-down or any type of organized interference, coercive or otherwise, with the Employer’s business.

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

A. The Union shall promptly order its members to return to work notwithstanding the existence of a picket line if requested to do so by the Employer. The above does not apply to a legally authorized strike.

B. The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaged in, participating in, or
encouraging such action. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its members, and shall in no case be construed as a violation by the Employer of any provision of this Agreement. However, an issue of fact as to whether any particular employee has engaged in, participated in, or encouraged any such violation shall be subject to arbitration.

Section 3. No Lockout. There shall be no lockout by the Employer.

ARTICLE 4 – HOURS OF WORK

Section 1. Workweek and Workday. The workweek will conform to the Employer’s payroll workweek and begin at 12:01AM on the first day of the week and end at midnight on the last day of the workweek. All shifts will be presumed worked in the day the shift starts.

Subd. 1. All employees covered by this Agreement shall work five (5) days of eight (8) hours of work and an unpaid lunch period with two (2) consecutive rest days in a workweek. Any time worked on either of these two (2) rest days must be paid for at one and one-half times the regular hourly rate of pay; provided the employee has already worked forty (40) hours in the workweek.

Forty (40) hours of work shall constitute a regular workweek.

Section 2. No Guarantee.

Subd. 1. Nothing in this Article shall be construed to guarantee a workday, workweek, or a work year.

Subd. 2. In all classifications, when full-time work is available, senior employees shall be given the first opportunity to work the full week, if said employee is available for the work. There shall be no discrimination in favor of junior employees. This shall operate within classifications only and apply to only qualified employees. “Full-time” shall be construed to mean the regular straight-time workweek or day as defined above.
Section 3. Overtime.

Subd. 1. Overtime Work. All time worked by any non-exempt employee covered by this Agreement in excess of forty (40) hours in any one (1) week shall be considered overtime and paid for at the rate of one and one-half times the regular rate of the employee affected as hereinafter specified. Employees will also be paid overtime for all hours worked in excess of ten (10) hours per day. Employees will also be paid overtime for all hours worked after six (6) consecutive days of work.

Subd. 2. Overtime Pay. Whenever the phrase “overtime rate” is used herein, it shall mean one and one-half times the regular straight-time hourly rate, except that it shall be two times the regular straight-time hourly rate for all work over twelve (12) hours in a shift.

No employee will be sent home before the end of his/her regular shift for the purpose of avoiding overtime pay.

Subd. 3. Holiday/Vacation Week. Days of vacation shall be considered as time worked for overtime purposes in the week. No employee shall suffer loss of wage that he/she would otherwise get in regular workweek by reason of a holiday falling within that week.

Subd. 4. Overtime Distribution. Every effort will be made to equalized overtime among all employees, provided the employees are qualified to do the required work. All employees will be required to work a reasonable amount of overtime. The Employer shall determine when and by whom overtime will be worked. However, before requiring employees to work overtime, the Employer will request volunteers from among the employees in the classification for which overtime is necessary. If there is an insufficient number of volunteers, involuntary overtime will be assigned on a rotating basis starting with the least senior employee qualified to perform the work. To fulfill these objectives, the Employer shall post an overtime sign-up list for employees to indicate their desire to work overtime where it is known in advance.

Section 4. Call-In Pay. When an employee reports for work on his/her regular shift without having previously been notified not to report (excepting, however, emergencies beyond the control of the Employer), the Employer
shall furnish at the minimum, four (4) hours pay at the straight-time rate. When an employee reports for overtime work pursuant to call by the Employer after he/she has left the Hotel, the Employer guarantees minimum earnings equal to four (4) hours at straight-time rate. This shall not apply if the employee requests to leave prior to his completion of four (4) hours of work. In this case, the employee shall be paid only for those hours worked.

Section 5. Meeting Pay. Whenever the Employer requires an employee to attend a meeting on an employee's day off, the Employer shall pay the employee for the greater of one hour of pay or the actual time in attendance at the meeting based on the applicable straight-time or overtime rate.

Section 6. Split Shift.

Subd. 1. Split Shift. The Employer agrees to eliminate the split shift in all departments as much as possible; however, any employee who works a split shift shall complete such shift within twelve (12) hours of the beginning of such shift. All work performed beyond eight (8) hours in the twelve (12) hour limitation shall be paid for at the overtime rate provided above. Such employee shall receive two (2) meal periods of one-half (1/2) hour each and shall not be required to work during such meal periods.

Subd. 2. Split Shift Premium. All employees required to work a split shift will be paid over and above their current rate of pay an additional ten cents ($0.10) per hour for each hour worked.

Section 7. Work Schedules. Work schedules shall be posted one (1) week in advance when possible. Once posted, an employee's schedule shall not be changed except as may be necessary due to unforeseen changes in business levels or as a result of another employee's absence. Where an employee is required to work on a posted day off for any other reason, the employee shall be paid at the overtime rate on such day.

The Hotel retains the right to reschedule an employee who is working on a day to another shift, if mutually agreeable, when a schedule is posted, without incurring premium pay. However, the junior available employee may be required to perform such work at straight time pay.
ARTICLE 5 – SENIORITY

Section 1. Seniority. There shall be separate seniority for each classification in Article 14, based on date of hire. It is agreed by the Employer and the Union that the Employer shall and hereby does recognize seniority rights of regular employees and the employees shall have in accordance with their seniority, preference to vacation time, whether or not to work a holiday, shift preference, promotions, new job openings, demotions, layoff, and return to service, provided however, that the senior employee must be qualified to perform the available work and provide further, that such employees shall not establish seniority rights until they have been employed for ninety (90) days.

Section 2. Single Seniority Lists. The Employer shall utilize one seniority list for both hotels. In the event the hotels cease to be jointly operated, the parties shall meet to discuss a division of the seniority list and the employees for the two hotels.

Section 3. Definition of Employees.

Subd. 1. Regular Full-time Employees. Regular employees are those whose basic workweek consists five (5) days of eight (8) hours each or four (4) days of ten (10) hours each. However, if an employee should actually be working by some special arrangement thirty-two (32) hours or more, but not forty (40) hours per week, such employee shall be considered to be a regular full-time employee.

Subd. 2. Regular Part-time Employees. A regular part-time employee is one who is required to appear for work on certain days and for certain hourly shifts, but such shift employee shall not be termed to be a regular part-time employee unless such employee works a minimum of eighteen (18) hours per week. Provided, further, that all regular part-time employees are subject to the probationary period and length of service requirements which now appear in various Articles in this Agreement.

Subd. 3. Temporary or Casual Employees. All other employees who do not qualify under either A or B above are temporary or casual employees and are covered by the Agreement but not covered by provisions governing seniority, vacation, insurance plan, hospital or other benefits.
Provided further, that as an exception to this section, regular employees, whose hours are temporarily reduced for lack of work, shall retain their standing on the seniority list as regular employees.

Section 4. Temporary Reduction of Hours. When regular employees shall have their hours temporarily reduced because of economic conditions, such employees shall retain their standing as regular employees on the seniority list, notwithstanding the provision of the Article elsewhere in this Agreement covering definitions of employment. It is understood that such temporary reduction in hours, and the return of employees to the regular schedule of hours, shall be according to seniority within their department. Such temporary reduction shall be deemed as a reduction for two (2) years or less.

Section 5. Job Posting. All regular vacancies shall be posted on a bulletin board in a conspicuous place.

Section 6. Promotions. Employees promoted from the bargaining unit to a supervisory position may return to the bargaining unit within two (2) months from the date of promotion without losing seniority; however, such employees shall maintain their Union membership and continue to pay dues for such period.

Section 7. Probationary Period. All new employees or those rehired after a termination (not lay off or leave of absence) shall be probationary for the first ninety (90) days of employment. During said probationary period of employment, the employee may be terminated at the sole discretion of the Employer and without recourse to the Grievance procedure. If requested by the Employer and approved by the Union, the ninety (90) day probationary period may be extended for a longer period but not beyond a total of one hundred eighty (180) days.

ARTICLE 6 – GRIEVANCES AND ARBITRATION

Section 1. Should a dispute arise as to the interpretation of or adherence to the terms and provisions of this Agreement, the employee affected may take the matter up with the Employer; provided he/she does so within ten (10) days of the day on which the incident which gave rise to the grievance occurred, in an effort to effect a prompt and satisfactory settlement.
Section 2. In the event the grievance is not satisfactorily settled in the manner provided in Section 1, the aggrieved employee or the Union shall, within seven (7) days of the date on which the decision was rendered in Section 1, file a written grievance with the General Manager of the Employer. This written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designating the provisions of the Agreement which have allegedly been misinterpreted or misapplied. Failure to file such written grievance within said period of time shall result in such grievance being presumed without merit and it shall be barred from further consideration. The representative or representatives of management will confer with aggrieved employee and/or Union each within five (5) days after receipt of such written grievance in an effort to settle the matter, unless the time limit is extended by mutual agreement of the parties. If the grievance is not settled at this conference, the Employer shall render a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned.

Section 3. Arbitration. In the event the grievance cannot be satisfactorily settled in the manner provided in Sections 1 or 2, either of the parties may request in writing within seven (7) days after the Employer has rendered its written decision that the matter be referred to Arbitration.

Subd. 1. The parties will request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names of impartial arbitrators. From this panel, the arbitrator will be selected by each party striking two (2) names in turn. The complaining party shall have the right to strike the first name. The name remaining after each party strikes two (2) names in turn shall be the arbitrator.

Subd. 2. The arbitrator shall meet promptly after his/her appointment at a time and place designated by him/her to the parties in writing, and at such hearing shall hear relevant evidence and arguments as the parties may offer.

Subd. 3. The arbitrator shall promptly render his/her finding, opinions and decision in writing to the parties, specifying the findings of fact, the award of decision, and the relation of the findings to the decision. The decision of the arbitrator shall be binding on the Employer, the Union and the employee(s).
Subd. 4. Any expenses incurred in connection with the arbitration, including any fees or expense incident to the services of the arbitrator, shall be borne equally by the parties. All other expenses such as a party's witnesses, transcript, etc., shall be borne by the party incurring same, unless mutually agreed otherwise.

ARTICLE 7 – DISCHARGE

The Employer shall not discharge any employee without just cause. An appeal of a discharge must be filed within five (5) days by written notice to the Employer and the Union. Should this appeal prove that an injustice has been done to an employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work. In the event the parties are unable to amicably settle such dispute, further appeal may be taken to arbitrations as provided in this Agreement.

ARTICLE 8 – VACATIONS

Section 1. Amount of Paid Vacation.

A. All regular employees on their anniversary of one (1) year of service shall receive two (2) weeks of vacation with pay.

B. All regular employees on their anniversary of five (5) years of service shall receive three (3) weeks of vacation with pay.

C. All regular employees on their anniversary of fifteen (15) years of service shall receive four (4) weeks of vacation with pay.

D. In computing vacation pay, length of service shall be based upon the anniversary date of the day an employee commences employment with the Employer.

Section 2. Vacation for Regular Part-time Employees. Employees working eighteen (18) or more hours per week, but less than forty (40) hours, will receive vacation pay on a pro rata basis.
Section 3. Vacation Pay for Terminated Employees. Upon termination of employment for any reason, the employee shall receive all earned but unused vacation pay, which shall be paid out at the employee's regular straight-time hourly rate of pay at the time of termination.

Section 4. All employees are to be paid their vacation pay on the regular paycheck for the pay period in which the vacation is taken.

Section 5. Vacation may be taken one (1) day at a time provided the employee gives one weeks’ prior notice.

Section 6. Employees may use up to three (3) days’ vacation pay each year for absences due to illness, after the first day absent, and provided that the employee has not been counseled or disciplined for attendance problems.

Section 7. Employees must exercise seniority preference for vacations between January 1 and March 1. After March 1, vacations will be scheduled on a first come first served basis.

Section 8. Carryover of Vacation. Employees may be allowed to carry over up to forty (40) hours of vacation if they are unable to utilize their vacation within their anniversary year due to business demands. A request to carry over unused vacation form must be submitted to Human Resources. Requests will be handled on a case by case basis.

ARTICLE 9 – HOLIDAYS

Section 1. Holidays Observed. All regular employees covered by this Agreement shall be paid their regular wages at straight-time for the following named holidays:

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

Payment shall be made to the employees irrespective of whether or not the holiday falls during the employee’s regular workweek.
Upon each employee’s anniversary of employment, the employee will receive three (3) personal floating holidays, to be taken at a mutually agreeable time. Floating holidays do not accumulate and must be used within each year to avoid losing them. At the time of termination, unused floating holidays are not paid.

Holidays will be observed on the actual holiday.

Section 2. Holiday Worked.

Subd. 1. Any employee required to report for work on any of the above designated holidays shall be offered at least eight (8) hours work at one and one-half (1 ½) times the employee’s regular straight-time hourly rate in addition to the holiday pay required by Section 1. If an employee requests and is permitted to leave before working eight (8) hours on a holiday, the employee shall be paid only for the hours worked in addition to the holiday pay required by Section 1.

Subd. 2. Any employee, in accordance with his or her seniority standing, may elect to work on the holiday, provided that in the opinion and judgment of the Employer there is work available, or take time off from work, provided that ten (10) days’ notice of such election is given to the Employer.

Section 3. Holiday Not Worked. Employees who do not wish to work on a paid holiday shall notify the Employer in writing at least fifteen (15) days prior to the holiday, and may then be released, receiving only the contract holiday pay. If sufficient employees cannot be obtained to work on a voluntary basis that day, then the employees with the least seniority shall be required to work said day in accordance with the Company’s requirements subject to discipline for refusal. If a replacement can be hired to accommodate the employee desiring release, employees will be released in order of their seniority and without the contract holiday pay.

Section 4. Eligibility.

Subd. 1. Employees with less than three (3) months of service shall not be entitled to any pay on any holiday unless the employee works the holiday and in such case said employee shall be paid at the holiday rate of pay.
Subd. 2. In order to qualify for holiday pay an employee must work the scheduled workday before and after the holiday unless excused by management.

Section 5. Holiday – Regular Part-Time Employees. Employees working eighteen (18) or more hours per week, but less than forty (40) hours, will receive holiday pay on a pro rata basis.

Section 6. Holiday During Vacation Periods. Should any of the above designated holidays fall during an employee’s vacation, such holiday shall be paid for as an extra day’s pay in addition to and exclusive of the vacation, or given as an extra day of paid vacation at the discretion of the Employer.

Section 7. Election Days. The Employer shall comply with all applicable laws permitting employees time off to vote.

Section 8. Layoff of Eligible Employees. Any employee with six (6) months or more of service who is laid off within one (1) week prior to the holiday shall be entitled to holiday pay.

ARTICLE 10 – LEAVES OF ABSENCE

Section 1. Personal Leave. The Employer may, in its discretion, grant a requested leave of absence not to exceed ninety (90) days in any one period. The reason for said request must be made in writing, and its acceptance shall also be recorded in writing.

Section 2. Military Leave.

Subd. 1. Employer and the Union shall abide by the provisions of the Selective Service Act and the Veteran’s Reemployment Act insofar as the provisions of those Acts apply to the rights of employees and the obligations of Employers.

Subd. 2. Employees who are members of any branch of the United States Armed Forces including the National Guard and Military Reserves, shall be granted necessary time off without pay required by their military
obligations with no loss in seniority. Employees shall not be required to use accrued vacation benefits during periods of military service.

Subd. 3. Employees shall be required to notify their Department Manager immediately upon receiving notification of military service obligations that require a leave of absence.

Section 3. Union Business. Upon written request by the Union, the Employer will grant, up to a maximum of two (2) weeks, leaves of absence to employees attending to Union business. Special consideration shall be given to exceptional requests.


Subd. 1. Any regular employee who shall be required to serve on any Municipal, County or Federal Jury (not Grand Jury), shall be given a leave of absence for the period during which he/she is required to serve on any such jury. During the period of such jury duty, the employee shall be paid the difference between his/her jury pay and the amount he/she would otherwise have earned during straight-time hours of available employment at his/her regular straight-time rate of pay subject to the following conditions:

A. After completing the period of jury service, the employee will be required to submit evidence of the amount of his/her jury duty pay. Pay adjustments will then be authorized according to this stated policy. An employee to be eligible for jury duty pay shall report for work as soon as excused or released from jury duty service.

Section 5. Funeral Leave. In the event of a death in an employee’s family (spouse, domestic partner, child, parent, spouse’s parents, grandparents, brother, sister, brother-in-law, sister-in-law, or grandchild) an employee shall be compensated for missing up to three (3) normally scheduled days of work in order to attend the funeral.

Section 6. Maternity Leave. An employee who becomes pregnant shall be entitled to a leave of absence to commence no later than the date her physician advised that she can no longer continue to perform her regular
employment. The pregnant employee shall give notice of her pregnancy and the anticipated date of birth as soon as practical and in no event later than the fourth month of pregnancy. Such notice shall be in the form of a letter from her physician stating that the employee is pregnant, the anticipated date of birth of the child, and the estimated date on which the physician recommends the pregnant employee start her leave. The employee must advise the Company of the date upon which her physician requires that she cease active employment and provide the Company with a letter from her physician to that effect. At that time, the employee shall cease active employment and be placed on maternity leave of absence status. The employee must advise the Company immediately upon receiving her physician’s advice that she is physically capable of resuming employment and provide the Company with a letter from her physician to that effect. The employee shall be required to return to active employment at that time.

Section 7. Sick, Accident, or Maternity Leave. An employee returning to work from absence due to sickness or accident shall be returned to the previous job held, if physically capable, without impairment of seniority rights and provided he/she has kept the Employer properly informed of his/her condition in accordance with the Company rules and the conditions of the written leave of absence. This privilege shall not apply if the absence is over three (3) months unless the period has been specifically extended in writing by agreement between the Employer and the Union.

ARTICLE 11 – INSURANCE PLAN

Section 1. The Employer shall maintain a hospitalization, medical, surgical, disability, and life insurance plan as set forth in the Hotel’s Summary Plan Description (“SPD”) made available to each eligible employee.

Section 2. The Union shall be furnished a copy of the Insurance Plan. If any change is made to benefits during the term of this Agreement, the Union will be notified of said changes.

Section 3. Each employee with eligible dependents may enroll those dependents in the insurance plans as described in the Summary Plan Description.
Section 4. Disability Insurance. Each eligible employee shall be eligible for one hundred and seventy-five dollars ($175.00) weekly benefit for twenty-three (23) weeks; following seven (7) days of illness or disability. The premium paid by the covered employee shall be one percent (1%) of eligible pay; subject to adjustments based on plan experience for this group of engineering department employees.

ARTICLE 12 – PENSION

Effective December 1, 2013, the Employer will contribute two dollars and ninety cents ($2.90) per hour into the Central Pension Fund of the International Union of Operating Engineers for each employee coming under the jurisdiction of this Agreement for each hour worked up to a total of forty (40) hours in any one week. Holidays and vacation are to be counted as time worked. Effective December 1, 2014, the Employer contribution will increase to two dollars and ninety five cents (2.95) per hour. Effective December 1, 2015, the Employer contribution will increase to three dollars ($3.00) per hour. Effective December 1, 2016, the Employer contribution will increase to three dollars and five cents ($3.05) per hour. Effective December 1, 2017, the Employer contribution will increase to three dollars and ten cents (3.10) per hour.

ARTICLE 13 – MEALS

An employee will be provided a meal by the Employer at no cost to the employee. The meal will be the prepared employee meal of the day and will be consumed at a location specified in the Hotel for employee meals. Employees who work a second full shift will receive a second meal.
ARTICLE 14 – WAGES

Section 1. Wage Rates.

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Section 2. Shift Differential. Employees shall receive a differential of fifteen cents ($0.15) per hour for working the second shift and twenty cents ($0.20) per hour for working the third shift.

Section 3. Senior Maintenance Specialist. Is an employee who is qualified in the same manner as the Maintenance Specialist, with the addition of supervisory/leadership experience.

Section 4. Maintenance Specialist. Is an employee who is qualified (as determined by recognized certification) to work on refrigeration systems, operate the Hotel’s boilers and manage the operations of the swimming pools.

A Maintenance Specialist will be certified as a Universal Technician as required by forty (40) CFR Part 82, Subpart F through a program approved by the Environmental Protection Agency (EPA). A Maintenance Specialist will maintain a current Minnesota Second Class C Boilers license. A Maintenance Specialist will maintain a current Certified Pool Operator CPO certification from the National Swimming Pool Foundation.
The Employer may require employees to take job-related education courses and training necessary to perform the essential functions of their job. The Employer will pay the cost of this training.

Employees who successfully achieve this standard of certification may be promoted to the position of Maintenance Specialist and the higher rate of pay upon the next opening of such a position by the Employer following the successful passing and demonstration of the certification. Employees who fail to maintain the above mentioned certifications shall be demoted to the position of General Maintenance and shall receive the lesser rate of pay in the following pay period.

Section 5. Maintenance and/or Engineer Apprentice.

1. To become familiar with the refrigeration layout, boiler/steam system, and all related equipment. This is to be accomplished by taking notes, asking questions, and the use of manuals.

2. To assist in the repair and maintenance of refrigeration equipment, building furniture, electrical, boiler and boiler room equipment.

3. To perform the required greasing and oiling on all plant and production equipment.

4. Will be required to make minor adjustments to building equipment.

5. To perform the preventative maintenance on air conditioning filters and air lines.

6. Will maintain all plant and production equipment, basement, and shop area in a respectable appearance.

7. Will perform minor building repairs such as changing light bulbs, painting, sign and bracket hanging, etc.
The parties to this Agreement adopt the following apprenticeship program:

**Intent.** Ensure an Engineering General Maintenance Candidate has a thorough understanding of safety programs, guest satisfaction and recovery, building systems and sub systems. Also to work independently, without supervision, to meet the needs of all guests, patrons, meeting attendees, and other staff and departments while protecting the assets of the hotel. The apprentice is expected to continue with normal duties as a Utility Engineer and conduct this training as appropriate, when time allows, meeting the needs of the hotels.

**Scope.** The scope is to include the following topics but not limited to:

A. Life Safety  
B. Building Systems  
C. Property Areas  
D. Guest and Meetings/Conventions satisfaction  
E. Technical knowledge, safety overviews, and general skills  
F. Drawings of systems of the physical plant  
G. General Training

The apprentice will be required to gain a low-pressure boiler license and certified pool operator certificate during the apprenticeship time period.

**Procedure.** Learn all of the apprentice scope of topics through hands-on training, coaching, asking questions, and reading material. This will be conducted on all days of the weeks and with varying shifts at both the Crowne Plaza and DoubleTree hotels.

A weekly progress meeting will be conducted to review the past weeks progress and set the next weeks goals.

A successful completion of the training checklist will be required to advance to a General Maintenance Technician, only if a billet is available.

All training will be conducted to meet the needs and business levels of the hotel.
Timeline. The apprentice program is expected to last a minimum of 6 months and will continue until:

A. The apprentice has gained sufficient knowledge to work shifts independently to maintain guest satisfaction and protect the assets of the hotel.
B. There is an open position available.

Effectiveness Control. During the duration of the apprenticeship a Performance Review will be given every 90 days. Should a review be unsatisfactory the apprentice may be removed from training.

All items in the scope of training must be approved (signed off) by the trainer and the Director of Engineering.

Section 6. Maintenance Utility. The Employer agrees not to employ more than three (3) maintenance utility employees prior to December 1, 2011, not more than four (4) maintenance utility employees prior to December 1, 2012, and not more than five (5) maintenance utility employees thereafter.

Section 7. Wage Discrepancies. Employees must file claims for any wage discrepancies within thirty (30) days after receiving the paycheck covering the period in which alleged discrepancy occurred. In the event a mistake has been made, the Employer must correct such mistake within one (1) week after such complaint has been made. All wage discrepancies must be adjusted with the Union and the amounts due and owing made payable to the employee or the Union whenever the Union so demands it. Any continuing violation of the Agreement with respect to wages must be adjusted retroactively to the commencement of the violation regardless of the thirty (30) day limitation provided a claim is made within thirty (30) days after the last violation.

Section 8. New or Changed Classifications. When the Company decides to establish a new classification to do work within the bargaining unit, it shall notify the Union of its establishment and the wage rate which is to apply. After ninety (90) days’ operation with the new classification, the Union may request a meeting to negotiate the permanent wage rate for the classification. When the company has substantially changed the job content of any classification, the Union may request a meeting for the purpose of arriving at a mutually satisfactory rate. If the parties fail to agree on a rate, such a dispute
will not be subject to the arbitration provisions of this Agreement. The parties may request the services of the Federal Mediation and Conciliation Service to assist them in arriving at a rate.

ARTICLE 15 – MISCELLANEOUS

Section 1. Dressing/Eating Room Facilities. The Employer will maintain sanitary and adequate dressing room facilities and eating facilities for all employees.

Section 2. Hand Tools. The Employer shall furnish all employees required to use them a set of hand tools at the expense of the Employer unless the employee elects to use his/her own. The employee is required to maintain on the premises a full set of furnished tools at all times. Worn out or broken tools will be exchanged by the Employer without cost to the employee. Missing tools will be replaced at the employee’s expense with approved replacements. Upon termination of all employment, all furnished tools will be returned or the cost will be deducted from the employee’s last paycheck due to him/her unless the employee elects to use his/her own.

Section 3. Special Clothing. The Employer shall furnish, at the Employer’s expense, rubber aprons and safety masks to employees required to wear them. To secure replacements, employees must turn in worn out articles.

Section 4. Laundered Uniforms. The Employer will provide employees with laundered uniforms at the Employer’s expense.

Section 5. Pay Periods. Employees shall be paid on a biweekly basis.

Section 6. Special Clothing Allowance. The Employer shall provide each employee with an allowance to purchase special clothing and boots in the amount of one hundred dollars ($100.00) on the employee’s first and each subsequent anniversary with the Hotel. Employees may be required to provide receipts in order to avoid such payments being deemed taxable income.

Section 7. Training. The Employer shall provide an Education Assistance Program (Graves World Hospitality Standard Operating Policy #1304) for all members of the bargaining unit. All members must follow the approval process as outlined in policy #1304.

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ARTICLE 16 – DISCRIMINATION

The Employer and the Union agree to abide by federal and state laws prohibiting discrimination in hiring practice because of sex, race, age, religion, creed, color, national origin, physical handicap, or Union membership. Employer further agrees that no employee shall be discharged for giving information regarding alleged violations of this Agreement.

ARTICLE 17 – SEPARABILITY

Nothing contained in this Agreement shall be deemed or construed to require the Employer to do anything inconsistent with the laws under which it may from time to time operate, or to do anything inconsistent with the orders, regulations, rules or decisions of any competent governmental authority (local, state, or federal) having jurisdiction over such matter. The Union and the Employer agree that neither will compel, force, or cause indirectly or directly the other respective party to do anything inconsistent with any applicable laws; providing furthermore, each party agrees to hold the other party harmless and to make whole the other party for any liabilities cause by violation of this Article.

ARTICLE 18 – DURATION

Section 1. Term of Agreement. This Agreement shall remain in effect from December 1, 2013 through November 30, 2018. This Agreement may be reopened as of November 30, 2018 by either party giving at least sixty (60) days advance written notice to the other of its intent to do so. If neither party reopens this Agreement as provided herein, it shall automatically be extended from December 1 thereafter with like provisions for reopening as of the following November 30.

Section 2. Collective Bargaining. Except by mutual agreement, each party hereto waives any obligation or duty to bargain collectively or negotiate any terms or conditions of employment or any other matters or subject covered by this Agreement whatsoever during the life of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Crowne Plaza Hotel
St. Paul Riverfront and DoubleTree
by Hilton Hotel St. Paul

[Signature]
Benjamin Graves, President,
Graves Hospitality

For: International Union of
Operating Engineers, Local 70

[Signature]
David Monsour, Business Manager

[Signature]
Michael Dowdle, President

[Signature]
Jason Blum, Recording Secretary

[Signature]
Ken Wieken, Business Representative

[Signature]
Steward

7-10-14
Date:

[Signature]
Steward

10/10/2014
Date:

KW/jcb/opeiu#12
Contracts/Crowne-DoubleTree