AGREEMENT

between

INTERSTATE MANAGEMENT COMPANY, LLC AS AGENT FOR BLOOMINGTON HOTEL INVESTORS, LLC d/b/a A DOUBLETREE BY HILTON BLOOMINGTON – MINNEAPOLIS SOUTH

and

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

December 1, 2018 through November 30, 2022
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This Agreement is made and entered into by and between the Interstate Management Company, LLC as agent for Bloomington Hotel Investors, LLC d/b/a DoubleTree by Hilton Bloomington – Minneapolis South, Minneapolis, Minnesota, hereinafter variously referred to as “Employer”, “Company”, or “Management”, through the medium of its undersigned duly authorized representative, and International Union of Operating Engineers, Local No. 70, acting under charter of the AFL-CIO, granting jurisdiction over persons operating or assisting in operating and maintaining boiler, engines, pumps, turbines, pressure vessels, dynamos, compressors, refrigeration and air condition machinery and equipment, hereinafter referred to as the “Union”, through the medium of its undersigned duly authorized representatives.

WITNESSETH

Whereas, the parties hereto, through process of collective bargaining, have agreed as to wages, hours of employment, and certain claims and demands for the duration hereof:

Now, therefore, in consideration of the mutual covenants herein contained to be duly kept and performed, the parties hereto do hereby mutually agree as follows:

ARTICLE 1 – RECOGNITION

It having been determined that a unit appropriate for the purpose of collective bargaining consists of all employees classified in Article 8, Section 6 – Pay Rates and Classifications hereof and it having been determined that a majority of the employees in said unit of employment have selected and designated the Union as their representative for the purpose of collective bargaining with respect to rates of pay, hours of employment; the Employer, in accordance with the requirements of the National Labor Relations Act, recognizes the Union as the sole and exclusive representative of employees in said collective bargaining unit; but excluding guards, supervisory and professional employees, office clerical employees and all other employees.
ARTICLE 2 – UNION SECURITY, CHECK OFF & VISITATION

Section 1. Union Membership. 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. Dues Check Off. 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 that the deductions may be made. The authorization shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whatever 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 the employees’ names and deductions made. The Union agrees to refund promptly any dues found to be improperly deducted and transmitted to the Union.

Section 3. Notice. Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee’s name, address, work classification and date of hire.

Section 4. Conscientious Objection. The provisions of Article 2, Section 1 shall not apply to any employee who is a member of and adheres to established and traditional tenets of teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations; except that such employees shall be obligated to pay the service fee required by Article 2, Section 1 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 5. Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for union dues or initiation fees from an employee’s pay or taking any action under the provisions of Article 2, Section 1 or Article 2, Section 2 above.
Section 6. Plant Visitations. The Employer agrees that authorized representatives of the Union shall have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees. The Employer reserves the right to designate a meeting place where operational requirements do not permit unlimited access.

ARTICLE 3 – NO STRIKE – NO LOCKOUT

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

Section 2. Violation. In the event 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 Union 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 picket line, if requested to do so by the Employer.

B. The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging 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 or not 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 – GRIEVANCE PROCEDURE

Section 1. Grievance. If any difference of opinion or dispute arises between the parties to this Agreement concerning the performance of an obligation under the terms and provision of this Agreement, an attempt will be made to resolve it under the following grievance procedure:

Step 1. The aggrieved employee shall first discuss the dispute with his or her immediate supervisor.

Step 2. If no satisfactory resolution to the grievance is reached within five (5) working days, the employee will put the grievance in writing and refer the grievance to an authorized representative of the Union. The authorized representative of the Union may then present the grievance in writing to the authorized representative of the Employer and will discuss it with him/her. The authorized representative of the Employer will have ten (10) days from the time the grievance is presented to respond to the grievance.

Section 2. Time Limit. If these representatives are not able to resolve the grievance and if the grievance involves an interpretation or an application of the Collective Bargaining Agreement, the Union may request arbitration of the grievance. The request for arbitration must be within ten (10) days from the time the parties determine that it cannot be satisfactorily resolved. Any grievance not appealed to the succeeding Step within the time limits specified in this Article shall be deemed abandoned and not entitled of consideration. The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing.

Section 3. During the processing of any grievance through the grievance procedure the employees concerned, unless suspended or discharged by the Company, will continue to work under conditions which gave rise to the grievance.

Section 4. Arbitration Procedure. A grievance will be subject to an arbitration only if it is processed through the grievance procedure as outlined above.

Request for arbitration must be in writing and must be submitted to the other party within ten (10) days after the parties determine that they cannot reach a
satisfactory settlement of the dispute. Arbitration will not be resorted to as a substitute for negotiations. The parties will select an arbitrator according to the following procedures:

A. If the Company and the Union are unable to promptly agree upon an impartial arbitrator, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The impartial arbitrator will then be selected by the parties alternately striking off names from the list until only one remains. Either party may request additional lists if those supplied are unsatisfactory to it. (Maximum of three lists.)

B. The arbitrator shall select a mutually convenient date and place of hearing and hear both sides of the dispute before rendering a decision.

C. The decision of the Arbitrator will be in writing and will be final and binding on the Company and the Union and all employees covered by this Agreement.

D. Each party shall pay its own expenses incurred in arbitration except that the fees and expenses of the Arbitrator will be borne equally by the Company and the Union, and the party requesting arbitration shall pay the filing fee to the Federal Mediation and Conciliation Service.

E. The parties can use a tripartite arbitration panel if mutually agreeable to both parties.

F. The Arbitrator shall have no power to add to or subtract from or modify any terms of this Agreement.

G. In the case of a grievance involving loss of time or wages, the Arbitrator or the Arbitration Board may order reinstatement and/or back wages in an amount not to exceed the amount actually lost by the aggrieved party, except that retroactive wages lost shall not be awarded if the grievance was not submitted by the aggrieved party to the other party in writing within ten (10) working days of its occurrence. Wages, within the meaning of this
Article, shall mean all wages lost by the employee due to the violation of the Agreement by the Employer, and shall include in its interpretation, vacation pay and holiday pay if the question in arbitration involves such items. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any unemployment compensation and any other earned income at any other employment following the employee's termination or suspension.

ARTICLE 5 - SENIORITY

Section 1. Seniority Classification. Seniority shall be based on the following classifications:

A. Watch/Maintenance Engineers
B. Apprentice Engineer
C. Utility Person

Section 2. Defined.

A. Master Seniority is defined as the length of an employee's continuous service within the bargaining unit.

B. Classification Seniority is defined as the length of an employee's continuous service in the employee's current classification.

C. Apprentice, upon completion of the apprenticeship, shall start his/her classification seniority as an Engineer on that date.

D. Utility Person, promoted to Engineer shall have Engineer classification seniority on the date he/she starts work as an Engineer.

Section 3. Probationary Period. All new employees or those rehired after a termination (not layoff or leave of absence) shall be probationary for the first ninety (90) days of actual employment (not calendar days). During said probationary period of employment, the employee may be terminated at the sole discretion of the Employer. 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.

Section 4. Resignation and Layoff. Engineers electing to resign shall be required to give the Employer two (2) weeks' notice and shall continue in the Employer's service during the two week period with the exception that the employee may leave earlier when competent replacements can be made. If the employee fails to give a two week notice, the employee will forfeit all unused vacation and accrued vacation. The Employer, electing to terminate the service of engineers regularly employed, because of reduction in force, shall give such engineers six (6) days' notice or the Employer may, in lieu thereof, pay the employee one (1) weeks' advance salary. If an Engineer with greater seniority is laid off, and has greater master seniority than a Utility Person, he/she may displace the least senior Utility Person.

Section 5. Job Bidding. Any vacancies which the Company decides should be filled will be filled by promotion of present employees insofar as is practical. Employees will be given this opportunity through the job posting procedure. When vacancies occur, they will be posted for four (4) consecutive days.

A. Anyone failing to bid on a job within the time limit shall be considered as having refused to bid. Following the posting period, the Company may fill the job among the employees who signed the bid based on their seniority, skill, ability, physical fitness, and engineering licenses as determined by the Company.

B. The Company may require that an employee work in a classification for up to one (1) year before he/she is eligible for promotion to another classification.

C. Employees in the next lower classification will have first choice at vacancies that occur in classifications above them according to the following chart of advancement:

   Maintenance/Watch Operating Engineer
   Apprentice Engineer
   Utility Person

D. The classification of Chief Engineer and Lead Person will be filled
by the Company and will not be subject to the job bidding procedure.

E. It will be the responsibility of employees to obtain the necessary licenses and qualifications before they bid on another job classification.

Section 6. Vacancies. When the Company has a vacancy in any classification covered by this Agreement, it will so notify the Union. The Union may submit prospective candidates for the Company’s consideration. Hiring will be at the sole discretion of the Company. When a new employee is hired, the Company will notify the Union of the employee’s name, classification and starting rate of pay.

Section 7. Job Classifications. Engineers and Utility Persons shall be classified as follows:

A. Watch Operating Engineers: The duties of such licensed engineers shall be to take charge of a watch and perform the duties required on the job during the watch. Maintenance/Watch Engineers also service and repair equipment falling under the jurisdiction of the Operating Engineer. The Maintenance/Watch Engineers shall work under the direction of a higher classification.

B. Maintenance Engineers are those engineers who are engaged mainly in servicing and repairing equipment falling under the jurisdiction of the Operating Engineers, and who do not stand a watch, but when properly licensed are eligible for the position of Watch Operating Engineers.

C. Apprentice Engineers: See Appendix A.

D. Utility Persons are those employees who assist in repair of minor equipment, such as tables, chairs, snow, lawn equipment, etc. (exclusive of electrical equipment) and building repairs. Assist in snow removal as needed. Cleaning of plant and production equipment, shop areas, electrical closets, boiler room area, fan room, etc., changing light bulbs, TVs, light sockets, and switches in lamps, adjust doors, closures and latches, change batteries for electric door locks, and dance flooring repair, change electrical receptacles and
light switches of 110 volts in guest room. Other duties which may be assigned shall be discussed with the Union prior to assignment and, if appropriate, negotiate a proper wage rate.

The Hotel may use one Utility Person for eight (8) engineers, two for over eight and three for over ten engineers. Employees in this classification shall not be used to avoid overtime or to affect schedules of engineers.

E. Maintenance Specialist/Lead will be in charge of the Engineering Department in the absence of the superintendent or chief engineer. Will assist with payroll, part ordering, assignments, daily recording and phone answering. Will review all work orders, makes job assignments and follows up that work orders are completed properly and on a timely basis. Must be knowledgeable in all basic phases of building engineers. Shall maintain appropriate license. Has no authority to hire or fire employees but can discipline or suspend pending investigation.

Qualifications:

1. First Class C boilers license or above
2. CFC Certification
3. Complete knowledge of Hotel operations and Department operating procedures
4. Good communication skills

Section 8. Seniority shall be lost if an employee.

A. Quits
B. Is discharged for cause
C. Fails to return upon recall from layoff
D. Fails to return from an approved leave of absence
E. Is laid off for a period of twelve (12) months
F. If absent for two (2) consecutive work days without reporting reasons for which are acceptable to the Company
ARTICLE 6 – LEAVES OF ABSENCE

Section 1. Disability Leave. Employees may take family medical leaves of absences as provided for by Hotel policy, and/or State and Federal statutes.

Section 2. Funeral Leave. Regular employees who lose time on scheduled workdays in order to attend a funeral or make arrangements for the funeral of a member of their immediate family will be paid for the lost time under the following conditions:

A. Member of the immediate family will include: wife, husband, children, mother, father, sister, brother, mother-in-law and father-in-law. In addition a one (1) day leave shall be granted to attend the employee’s grandparents funeral.

B. Employees must have completed their probationary period to be eligible.

C. Employees will be granted two (2) days straight time pay immediately preceding and/or including the funeral day if the funeral is within 250 miles of Minneapolis and three (3) days for time lost if the funeral is more than 250 miles from Minneapolis. The mileage provision shall not apply to leave for the employee’s parents.

D. To be eligible for leave and pay, the employee must promptly notify the Company of the need for the funeral leave and actually attend the funeral.

E. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

Section 3. Jury Duty. When a regular employee, who has completed his/her probationary period, is required to serve on jury duty, the Employer agrees to pay the difference between the jury pay and the employee’s regular straight time earnings, not to exceed forty (40) hours for his/her scheduled workweek and not to exceed two (2) weeks in a calendar year. The employee shall notify the Employer upon receipt of jury service notice as soon as possible. When an employee is released for a day or part of a day during jury service, he/she shall report for work.
ARTICLE 7 – VACATIONS

All regular payroll employees with one (1) year of continuous service or more with the Employer shall be entitled to one (1) weeks’ vacation with pay. All regular payroll employees with two (2) years or more service with the Employer shall be entitled to two (2) weeks’ vacation with pay. All regular payroll employees with five (5) years or more service with the Employer shall be entitled to three (3) weeks’ vacation with pay. All regular payroll employees with fifteen (15) years or more service with the Employer shall be entitled to four (4) weeks’ vacation with pay. All regular payroll employees with twenty-five (25) years or more service with the Employer shall be entitled to five (5) weeks’ vacation with pay.

A. Employees shall be eligible for vacation based on the total straight time hours paid for in their anniversary year and up to two (2) months’ credit for time off due to worker’s compensation absence. Full vacation credit shall be based on 2,000 hours in the employee’s vacation year.

B. Seniority in all cases shall govern choice of vacation periods. While vacations are scheduled on the basis of seniority, if a more senior employee wants to bump a junior employee’s vacation period that employee must do so within fourteen (14) days of the junior employee posting his/her vacation schedule; based on management approval.

C. Vacations are to be taken around the calendar and employees senior in service with the Employer shall have first choice on vacation schedules.

D. Employees who are eligible for two (2) or more weeks of vacation will be allowed to take one (1) week in one day increments provided that in Management’s judgment operations can be covered during such an absence.

E. Vacations can be taken at any time during the year and regardless of the shift being worked by the employee.

F. Vacation of one (1) day or more can be utilized, with less than two
(2) weeks' notice for emergency, illness or accident.

G. **Vacation Carryover:** Employees may carry over up to one (1) week or 40 hours of vacation for up to six (6) months. A written notification is required two (2) weeks prior to the anniversary date.

**ARTICLE 8 – HOURS, OVERTIME & WAGES**

**Section 1. Workday and Workweek.** Eight (8) hours of work and an unpaid lunch period (except the designated shift employees who shall receive a paid lunch) shall constitute a regular workday. Forty (40) hours of work shall constitute a regular workweek. The hours worked per day and the days worked per week shall be consecutive.

**Section 2. Overtime.** The overtime rate of time and one-half (1-1/2) the basic hourly rate shall be paid for all time worked in excess of eight (8) hours in any one day or forty (40) hours per week. Engineers shall not be required to suspend work during regular working hours to absorb overtime.

**Section 3. Seventh Day Premium.** All time worked on the seventh (7th) consecutive day shall be paid for at double time rate. Where shifts are rotated and the seventh (7th) consecutive day worked is not in any one workweek, the double time rate shall not apply, providing the work schedule has the approval of the Union and the engineers working at the Hotel.

**Section 4. Holiday Premiums.** Engineers who are required to work on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid double time for work performed on those days.

**Section 5. Call Back.** Engineers called back to work after regular working hours shall be paid one and one-half (1-1/2) times their regular basic rate, but in no case shall an engineer receive less than the equivalent of four (4) hours' pay at the regular basic rate.
Section 6. Pay Rates. The minimum rates of pay for the following classifications are hereby established:

<table>
<thead>
<tr>
<th>Classifications</th>
<th>12/1/2018</th>
<th>12/1/2019</th>
<th>12/1/2020</th>
<th>12/1/2021</th>
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</thead>
<tbody>
<tr>
<td>Maintenance Specialist/Lead</td>
<td>$34.05</td>
<td>$35.07</td>
<td>$36.13</td>
<td>$37.21</td>
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<tr>
<td>Maintenance/Watch Operating Engineer</td>
<td>$31.85</td>
<td>$32.80</td>
<td>$33.79</td>
<td>$34.80</td>
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<tr>
<td>Apprentice Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Start to 6 months (70%)</td>
<td>$22.29</td>
<td>$22.96</td>
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<td>6 months to 12 months (75%)</td>
<td>$23.89</td>
<td>$24.60</td>
<td>$25.34</td>
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</tr>
<tr>
<td>12 months to 18 months (80%)</td>
<td>$25.48</td>
<td>$26.24</td>
<td>$27.03</td>
<td>$27.84</td>
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<tr>
<td>18 months to 24 months (85%)</td>
<td>$27.07</td>
<td>$27.88</td>
<td>$28.72</td>
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<tr>
<td>24 months to 30 months (90%)</td>
<td>$28.66</td>
<td>$29.52</td>
<td>$30.41</td>
<td>$31.32</td>
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<tr>
<td>30 months to 36 months (95%)</td>
<td>$30.26</td>
<td>$31.16</td>
<td>$32.10</td>
<td>$33.06</td>
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<td>Thereafter (100%)</td>
<td>$31.85</td>
<td>$32.80</td>
<td>$33.79</td>
<td>$34.80</td>
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<tr>
<td>Utility Person</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Start to 6 months (70%)</td>
<td>$15.60</td>
<td>$16.07</td>
<td>$16.55</td>
<td>$17.05</td>
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<tr>
<td>6 months to 12 months (75%)</td>
<td>$16.72</td>
<td>$17.22</td>
<td>$17.73</td>
<td>$18.27</td>
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<tr>
<td>12 months to 18 months (80%)</td>
<td>$17.83</td>
<td>$18.37</td>
<td>$18.92</td>
<td>$19.48</td>
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<tr>
<td>18 months to 24 months (85%)</td>
<td>$18.95</td>
<td>$19.51</td>
<td>$20.10</td>
<td>$20.70</td>
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<tr>
<td>24 months to 30 months (90%)</td>
<td>$20.06</td>
<td>$20.66</td>
<td>$21.28</td>
<td>$21.92</td>
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<tr>
<td>30 months to 36 months (95%)</td>
<td>$21.17</td>
<td>$21.81</td>
<td>$22.46</td>
<td>$23.14</td>
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<tr>
<td>Thereafter (100%)</td>
<td>$22.29</td>
<td>$22.96</td>
<td>$23.65</td>
<td>$24.36</td>
</tr>
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</table>

*$1.75 differential applicable to Maintenance Specialist/Lead who fully performs the duties of the position. Maintenance/Watch Engineers hired into this classification after December 4, 2004 shall be paid a minimum of eighty-five percent (85%) of the one hundred percent (100%) classification rate for the first year.

Section 7. License. The Hotel's intent will be to hire Engineers with a 1st Class C or a 2nd Class C license, who would be able to obtain their 1st Class license within six (6) months. Also, if hired, the pay will be ninety percent (90%) less full pay rate until the 1st Class license is obtained. If the employee fails to test the first time, they can re-test once within thirty (30) days.

Section 8. Changed Conditions. In the event operations of Hotel equipment or the Hotel itself are materially changed or reduced, the matter of wages and classifications shall be subject to renegotiation by petition of either party to the other.
ARTICLE 9 – HOLIDAYS

An employee not required to work on New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, or Labor Day shall receive pay for the holiday at straight time, provided that the employee is not absent on his/her scheduled day before or after the holiday, unless excused by his/her supervisor, or unless the absence is for just cause.

Should a holiday occur on the employee’s seventh (7th) consecutive day, premium pay shall not be pyramided. Employees shall be entitled to receive pay for the above named six (6) holidays after the 30th calendar day of service. In addition to the above named six (6) holidays, employees who have completed one year of service shall be eligible for three (3) personal holidays, which may be taken consistent with scheduling needs of the Employer. Effective December 1, 2011, employees who have completed one year of service shall be eligible for four (4) personal holidays, which may be taken consistent with scheduling needs of the Employer.

ARTICLE 10 – GROUP INSURANCE

Section 1. Plan. The Insurance Program is provided under the terms and conditions set forth in the Company’s Health Care, Vision Care, Dental Care and Affordable Network booklets and are adopted herein. Each eligible employee will receive benefits for Life and AD&D per the Hotel benefit plan.

Section 2. Plan Benefits. The employees shall be covered under the Company insurance program subject to the same terms and conditions as other Hotel employees; except the Accident & Sickness Disability weekly benefit shall continue at the $300.00 per week level.

Section 3. Costs. Employees covered under the Health Care, Vision Care and Dental Care Plans shall receive the same benefits and pay the same in costs for such coverage as other non-contract employees of the Hotel. The Employer will maintain the current contribution percentage to health insurance.
ARTICLE 11 - PENSION FUND

Section 1. Fund and Contributions. The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, the following amounts for each hour paid in the preceding month for all employees covered by this Agreement.

- 12/1/2018: $3.30 per hour
- 12/1/2019: $3.40 per hour
- 12/1/2020: $3.50 per hour
- 12/1/2021: $3.60 per hour

Said payments shall be made provided said Fund is qualified for tax exempt status as determined by the Internal Revenue Service, in the manner and form, and in accordance with the rules and regulations as adopted by the Trustees of said Fund.

Section 2. Waiver. The Union, as the bargaining agent for each of the affected employees of the Employer and the employees covered hereunder, in consideration of this Pension Plan, do waive the right to participate in any Company pension, profit-sharing, thrift-sharing or any other qualified deferred compensation or retirement plan.

Section 3. Trust Documents. The Central Pension Administrator or the Pension Trustees will promptly provide each contributing employer and its designated representative with complete copies of the trust documents, summary plan descriptions, actuarial reports and amendments or changes thereto.

Section 4. Retirement. The Employer will be permitted to follow the age standards established under the Federal Age Discrimination provisions with respect to mandatory retirement.

Section 5. Non-Discrimination. The Company and the Union agree that there shall be no discrimination in the employment of employees, by the Company or the Union, because of race, color, creed, sex, age, religion, disability, national origin or any other category protected by applicable law. The parties further agree to abide by the requirements of the equal opportunity regulations of the Federal Government and/or State where the unit is located.
The Company and the Union also agree to comply with the provisions of the Americans with Disabilities Act of 1990, as amended. The Company and the Union shall take reasonable steps to provide reasonable accommodations to disabled employees, unless such reasonable accommodation creates an undue hardship, as required by the Americans with Disabilities Act and the Minnesota Human Rights Act. In the event that the reasonable accommodation has an effect on any bargaining unit employees, the Company and the Union agree to negotiate as to the reasonable accommodation. Nothing in this Section shall supersede an employee’s statutory legal rights.

In regard to gender, any reference in this Agreement to the male gender, words such as “he”, “his”, etc., shall apply both to male and female.

ARTICLE 12 – MANAGEMENT RIGHTS

The Employer and the union specifically agree that the management shall have the right to direct the workforce and determine the policies and methods of operating its business, except as expressly limited by specific provisions of this Agreement. Such management right and responsibilities shall include, but not be limited to, the following: the right to select the employees it will hire; the right to establish a revised work schedule; to determine the size and composition of its working force; to determine the number and type of equipment, the material and products and supplies to be used; to discipline or discharge employees for reasonable cause; to maintain efficiency of employees; to determine assignments of work; to discontinue all or part of its business operations; to expand, reduce, alter, combine, transfer, assign or cease any job or job classifications, department or operation for business purposes, to introduce new, different or improved methods and procedures in its operations, and otherwise generally to manage the business.

ARTICLE 13 – MISCELLANEOUS

Section 1. 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 of 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.

Section 2. Plant Supervision. The Employer shall not require the engineers to perform duties over which the Union has no jurisdiction. It is mutually agreed that the engineers shall care for and maintain the equipment in their charge in the best possible condition, and exercise due and proper care of the equipment they operate so as to obtain the best possible economics.

Section 3. Uniforms. All regular payroll employees shall be furnished with type of clothing or uniform prescribed by the Employer and such uniform or work garment shall be maintained by the Employer without cost to the employee.

Section 4. Minimum Conditions. Conditions of employment as they now exist shall not be reduced by reason of this Agreement. Furthermore, if the Employer enters into a Collective Bargaining Agreement with a labor union that represents the majority group of employees in the Hotel for improvement in holiday pay, vacations or group insurance, those same improvements in such benefits shall be granted employees under jurisdiction of this Agreement as of the same effective date they are applied under said Agreement as of the same effective date they are applied under said majority Collective Bargaining Agreement. These benefits would be granted on the identical basis as granted the majority unit.

Section 5. Tools. Lost or misplaced “hand tools” will be replaced by the employee, at the employee’s expense. Replacement tools must be approved for proper quality by Management.

Section 6. Education. The Employer is free to require employees to take classes or update licenses at the Employer’s discretion, provided that the Employer shall pay for any such required courses and shall compensate the employees for any time required to attend the courses. Provided, however, that the Employer shall not be required to pay overtime for attendance at such classes, to the extent consistent with the Fair Labor Standards Act, or may adjust the employee’s work schedule accordingly.
ARTICLE 14 – SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered invalid by reason of an existing or subsequently enacted legislation, or act of any authorized agency of government or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 15 – DURATION OF AGREEMENT

Section 1. Term. The terms and provisions of this Agreement shall become effective as of December 1, 2018, unless otherwise specifically provided for herein, and shall continue in full force and effect through the thirtieth (30th) day of November 2022, and from year to year thereafter unless terminated as set forth in Article 15, Section 2.

Section 2. Termination or Amendment. Either party may terminate this Agreement or request amendments thereto on December 1, 2022, or on December 1st of any year thereafter by giving to the other party sixty (60) day’s written notice prior to December 1, 2022, or December 1st of any year thereafter in which termination or amendments are requested.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: Interstate Management Company, LLC as agent for
Bloomington Hotel Investors, LLC
d/b/a a DoubleTree by Hilton
Bloomington – Mpls South

Elie Zod, General Manager

For: International Union of
Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Julie Moeckly, Business Representative

Michael Elder, Steward

3/6/2019

Date

3/1/2019

Date
Appendix A
Maintenance & Engineer Apprenticeship

The parties to this Agreement adopt the following apprenticeship program:

1. An Apprentice's primary function will be to assist a journeyman on breakdowns and overhauls. An Apprentice will be allowed to work alone on those job assignments listed on the job description.

2. **Schooling:**

   A. Apprentices will be required to take no less than three approved vocational courses at an approved school during the first 36 months on the job.

   B. Required courses, if not already achieved with a passing grade from an approved school will be steam engineering, refrigeration and electrical.

   C. The Apprentice must attend not less than 85% of the classes and maintain a passing grade.

   D. Upon completion of the program, the applicant must obtain the appropriate license required of the job.

3. The Apprentice's progress will be reviewed by the department manager at three month intervals.

4. The above program will be reviewed and supervised by the Hotel and the Local Union.

5. **Pay:** The starting hourly rate of pay will be 58% of the base scale for Maintenance man and shall be increased by 5% of the base scale every six months until the Apprentice attains the regular shift engineer rate.

6. **License:** As a condition of continued employment, such Apprentice shall be required to apply for a 2nd Class C license and must obtain such license within 18 months from his/her initial date of employment. The Apprentice must also complete and receive a 1st Class C (low pressure) license by the complete of the three year Apprentice program.
Job Description – Maintenance and/or Engineer Apprentice

1. To familiarize him/herself 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 hop area in a respectable appearance.

7. Will perform minor building repairs, such as changing light bulbs, painting, sign and bracket hanging, etc.

8. All other duties as requested by a journeyman and directed by the department manager or supervisor.

Seniority

1. The Apprentice Engineer shall be considered a separate seniority classification, pursuant to Article 5, Section 1 of the labor agreement.

2. After completing the Apprenticeship program, the employee shall have a shift assignment based on his/her seniority standing in the unit.
Appendix B
10-Hour Schedule

Employees scheduled on a four (4) day, ten (10) hour day shall work on the basis of the terms of the current agreement except as set forth below:

1. Either party may cancel this Appendix with thirty (30) days advance notice, seven (7) calendar days in case of layoff, and return to the previous schedules.

2. Article 8, Section 2: Overtime – Such employees shall receive overtime after ten (10) hours in a day or forty (40) hours in a week.

3. Article 7, Vacations – Subsection D. – Employees taking vacations in one (1) day increments shall be charged ten (10) hours for such day.

4. Article 9, Holidays – Employees off for a contract holiday shall receive ten (10) hours pay at their straight time rate of pay.

5. Article 6, Section 2, Funeral Leave:
   - Leaves of one (1) day shall receive ten (10) hours’ pay.
   - Leave of two (2) days shall receive twenty (20) hours’ pay.

All benefits accruing on hours shall continue on that basis.

Employees continuing to work on an eight (8) hour day, forty (40) hour week shall continue to be covered by all terms of the basic Collective Bargaining Agreement.