AGREEMENT

between

THE MILLENNIUM HOTEL MINNEAPOLIS

and

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

August 1, 2014 through July 31, 2019
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>UNION SECURITY, CHECKOFF AND VISITATION</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>NO STRIKE OR LOCKOUT</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>GRIEVANCE PROCEDURE</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>SENIORITY, PROBATION AND RESIGNATION/LAYOFF</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>LEAVES OF ABSENCE</td>
<td>11</td>
</tr>
<tr>
<td>7</td>
<td>VACATIONS</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>HOURS, OVERTIME AND WAGES</td>
<td>13</td>
</tr>
<tr>
<td>9</td>
<td>HOLIDAYS</td>
<td>15</td>
</tr>
<tr>
<td>10</td>
<td>GROUP INSURANCE BENEFITS</td>
<td>16</td>
</tr>
<tr>
<td>11</td>
<td>PENSION FUND</td>
<td>16</td>
</tr>
<tr>
<td>12</td>
<td>MISCELLANEOUS</td>
<td>17</td>
</tr>
<tr>
<td>13</td>
<td>SAVINGS CLAUSE</td>
<td>18</td>
</tr>
<tr>
<td>14</td>
<td>MANAGEMENT'S RIGHTS</td>
<td>18</td>
</tr>
<tr>
<td>15</td>
<td>WAIVER OF BARGAINING</td>
<td>19</td>
</tr>
<tr>
<td>16</td>
<td>DURATION OF AGREEMENT</td>
<td>20</td>
</tr>
<tr>
<td>17</td>
<td>LETTER OF AGREEMENT #1</td>
<td>22</td>
</tr>
<tr>
<td>18</td>
<td>LETTER OF AGREEMENT #2</td>
<td>23</td>
</tr>
</tbody>
</table>
THIS AGREEMENT, made and entered into this first day of August 2005, by and between the Millennium Hotel Minneapolis, Minneapolis, Minnesota, hereinafter variously referred to as the "Employer", "Company", or "Management", through the medium of its undersigned duly authorized representatives, and the International Union of Operating Engineers, Local No. 70, acting under charter of the AFL-CIO, gaining jurisdiction over persons operating or assisting in operating and maintaining boilers, engines, pumps, turbines, pressure vessels, dynamos, compressors, refrigeration and air conditioning machinery and equipment, electrical and carpentry. (The electrical work, plumbing work and carpentry work shall be subject to the discretion of the General Manager as to the appropriateness of subcontracting or assigning to another trade) hereinafter referred to as the "Union", through the medium of its undersigned duly authorized representatives.

WITNESSETH

Whereas, the parties hereto, through the 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 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 rate 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, CHECKOFF AND VISITATION

Section 1. Union Membership. All persons now employed or hereinafter employed by the Hotel 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. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of this action.

Section 2. Dues Check Off. The Hotel 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 Hotel written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period of one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Hotel during the second 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 3. Within thirty (30) days after an employee covered by this Agreement has been hired, the Hotel shall mail to the Union written notice thereof, stating the employee’s name, address, work classification and date of hiring.

Section 4. Plant Visitation. 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 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 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. 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 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 picked line, if requested to do so by the Employer.

B. The Union shall not question the qualified 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 provisions 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. The work grievance as used in this Agreement means a complaint filed by a seniority employee or the Union against the company alleging failure of the Company to comply procedure.

A grievance, to be recognized, must be brought to Management’s attention within five (5) working days of its occurrence or the date the facts giving rise to the grievance first became known to an employee.
Section 2. If a grievance should arise between the Union and the Company or between an employee or group of employees and the Company, an earnest effort shall be made to promptly settle such grievance in the following manner:

It is understood that the Union has a right to be present at each step of the grievance procedure. In the event a meeting is held for disciplinary purposes, the affected employee shall, upon their request, have the right to have a Union Steward present.

Step 1. The aggrieved employee or employees shall first attempt to adjust the matter with the Supervisor. The Supervisor shall give his answer within two (2) working days.

Step 2. If no satisfactory settlement is arrived at in Step 1, the grievance shall be reduced to writing. Such grievance shall be submitted to the designated Company representative within five (5) working days after receipt of the Supervisor’s verbal answer in Step 1. A Steward will have the right to investigate the dispute, and, if desired, a meeting will then be promptly arranged (within five (5) working days) between the Steward and the designated Company representative. The aggrieved employee may be present. The Company shall render a decision in writing within five (5) working days after the Step 2 meeting.

Step 3. If no satisfactory settlement has been reached through Step 2, and further appeal is desired by the Union, a meeting shall then be scheduled with the appropriate Company representative within five (5) working days after the receipt of the Company’s written Step 2 answer. The Union may be represented in this meeting by the Business Representative or their designated representative and the grievant if requested by either party. Witnesses may be called as long as the privilege is not abused. If no solution acceptable to the Union is worked out, the Company’s final position will be given to the Union in writing.

This reply will be made within five (5) working days of the meeting.

Section 3. If the Company’s answer at the conclusion of Step 3 is still unsatisfactory to the Union, the grievance may be appealed to arbitration.
If the Company's answer at any Step is not appealed within the established time limits for that Step, the answer shall be final and binding. Time limits may be extended only by mutual agreement between the parties involved in the Step in question.

Section 4. It is understood and agreed that an employee who walks off his/her job by leaving the Hotel without permission from their immediate Supervisor or MOD or other authorized Company representative is subject to disciplinary action up to an including termination.

Section 5. Notice of desire to appeal the Company's Step 3 grievance reply to arbitration shall be given within five (5) working days of the decision or such decision shall be deemed to have been agreed by the Union, and shall be final and binding. Such notice of appeal shall be in writing, shall state the nature of the charge, and shall contain a brief summary of the position of the aggrieved employee, or employees, or Union and the party filing such appeal will attach a copy of the grievance thereto.

Section 6. Only matters which come within the specified definition of a grievance as set forth in Section 1 and which have been processed through the regular grievance procedure shall be considered. The parties shall promptly attempt to select an impartial arbitrator by mutual agreement within five (5) working days from the date of notice of appeal to arbitration. At the end of this five (5) day period if an arbitrator has not been agreed to by the parties, the Federal Mediation and Conciliation Service will be contacted within five (5) working days to submit a panel of seven (7) names from which the Company and the Union shall select one. (In the event a second panel is needed, it shall be so requested by either party).

Section 7. The sole function of the arbitrator shall be to determine whether the Company or the Union is failing to abide by the provisions of this Agreement, and the arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever, this Agreement or any part thereof. If, after considering the matter, the arbitrator concludes that the matter presented for arbitration is not covered by this Agreement, he shall so state.
In all cases, the arbitrator shall render his decision in writing within thirty (30) calendar days from the date the hearing has been closed before such arbitrator unless the arbitrator notifies the parties in writing that he cannot prepare his award and decision within such time; such period of time may be extended, but no to exceed an additional twenty (20) calendar days.

Discharge cases appealed to arbitration shall have priority over all other non-discharge cases and will be scheduled for arbitration within sixty (60) calendar days of notice of appeal unless the prevailing circumstances are beyond the control of either party.

When a case is referred to the arbitrator, both the Company and the Union may submit to him in writing such information as they desire, bearing on the facts in the case, and he may conduct such additional investigation or hearing as he may deem necessary.

It is expressly agreed and understood that such ruling and decisions of said arbitrator shall be final and binding upon all parties.

Section 8. The fees and expenses incurred by the arbitrator shall be borne equally by the parties. The respective parties shall assume all expenses associated with preparation and presentation of their cases.

ARTICLE 5 – SENIORITY, PROBATION AND RESIGNATION/LAYOFF

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

1. Lead Engineer
2. Watch and Maintenance Engineers
3. Utility
4. Millennium Repair
5. Painter/Special Projects

Section 2. Defined. Seniority is defined as the length of an employee’s continuous service in the employee’s current seniority classification within the bargaining unit.
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 six (6) days' notice and shall continue in the Employer's service during the six (6) day period with the exception that the employee may leave earlier when competent replacements can be made. 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) week's advance salary.

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 this time limit shall be considered as having refused to bid. Following the posting period, the Company may fill the job from 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:

- Lead Engineer
- Watch Operating Engineers
- Maintenance Engineers
- Utility Persons
- Millennium Repair

D. The classification of Chief Engineer 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.

F. Employees promoted to a higher paid classification shall serve a thirty (30) day working trial period. During the trial period, the Hotel may return the employee to their previously held job classification. The employee may voluntarily return to the previously held job position within ten (10) working days.

Section 6. Vacancies. When the Company has a vacancy in any classification covered by the 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 shall be classified as follows:

A. **Watch Operating Engineers**, whose duties shall be to take charge of a watch and perform the duties required on the job during the watch, and he/she shall work under the direction of an engineer of a higher classification.

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

C. **Utility Person** shall be those employees who help in Watch Operating Engineers and Maintenance Engineers operating, repairing, and servicing equipment falling under the jurisdiction
of the said engineers, and perform other duties as directed. He/She shall not be on a shift alone. Employees employed in this job classification shall be limited to two (2), except that three (3) such employees may be employed in a Hotel that employees a total of ten (10) or more engineers under jurisdiction of this Collective Bargaining Agreement. It is further understood and agreed that no present employee shall be replaced by a Utility Person.

ARTICLE 6 – LEAVES OF ABSENCE

Section 1. Disability Leave. All employees necessarily absent from work for a period not exceeding ninety (90) days, on account of an injury or sickness, shall retain full employment rights over their former positions and be reinstated by the Employer upon the employee’s request. Initial leaves of absence will be granted for up to thirty (30) days with up to thirty (30) day extensions permitted thereafter supported by a physician’s statement establishing need for extension(s). A maximum of ninety (90) days total leave is permitted under this Article. Employees absent for medical assistance, due to on-the-job injury, shall receive up to eight (8) hours pay for the day of the injury.

Section 2. Funeral Leave. Regular employees who lose time on scheduled work days in order to attend a funeral or make arrangements for the funeral of a member of their immediate family will be paid for three (3) days of lost time under the following conditions:

A. Members of the immediate family will include: wife, husband, children, mother, father, brother, sister, mother-in-law, father-in-law, and grandparents.

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

C. To be eligible for leave and pay, the employees must promptly notify the Company of the need for the funeral leave and actually attend the funeral.
D. An employee will not receive funeral pay when it duplicates pay received for the time not worked for any reason.

Section 3. Medical Leave. Medical leave shall be accumulated at the rate of four (4) hours per month. To receive compensation for time lost because of medical condition an employee shall submit to the Employer satisfactory proof, including a doctor’s certificate if needed, duties. Employee can accumulate up to thirty (30) days.

ARTICLE 7 – VACATIONS

- All regular payroll employees with one (1) year or more of service shall be entitled to one (1) week vacation.

- All regular payroll employees with two (2) years or more of service shall be entitled to two (2) weeks' vacation.

- All regular payroll employees with five (5) years or more of service shall be entitled to three (3) weeks' vacation.

- All regular payroll employees with ten (10) years or more of service shall be entitled to four (4) weeks' vacation.

An employee whose length of service entitles him to vacation pay must have worked at least 1600 hours during the twelve (12) months preceding the employee's anniversary date of the vacation year to be eligible for full vacation pay. An employee with the necessary length of service who has worked less than 1600 hours, but more than 1000 hours, shall be paid fifty percent (50%) of vacation pay for which he/she otherwise would have been eligible. An employee who has worked less than 1000 hours during the 12 month period will not be eligible for vacation or vacation pay.

A. Vacation pay shall be computed on the basis of the established straight-time weekly hours of employment.

B. Seniority in all cases shall govern choice of vacation period.
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 (1) day increments provided that in Management’s judgment, operations can be covered during such an absence.

E. Scheduling of vacations shall be based upon the business needs of the Employer. Senior employees shall have first choice of available vacation periods.

F. Employees will be allowed to carry over two (2) weeks of vacation from one anniversary to the next.

ARTICLE 8 – HOURS, OVERTIME AND WAGES

Section 1. Work Day and Work Week. Eight (8) hours of work and a thirty (30) minute unpaid meal period shall constitute a regular work day. Meal periods shall be an uninterrupted one-half (1/2) hour for which the employee is not to be compensated. If the employee is required to work any portion of the meal period, they shall receive the regular hourly rate for the entire meal period, providing that they first notify their manager that they are on break.

Section 2. Flexible Schedules. The Employer and the employee may mutually agree upon or pattern of work schedules providing for work in excess of eight (8) hours per day. This work pattern shall be called “flexible schedules”.

Section 3. 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. The schedule will not be changed during the work week to avoid the payment of overtime.

Section 4. Seventh Day Premium. All time worked on the seventh (7th) consecutive day shall be paid at a double-time rate. In plants where shifts are rotated and the seventh (7th) consecutive day worked is not in any one work week, the double-time rate shall not apply, providing the work schedule has
the approval of the Union and the engineers working at the plant. No double-time will be paid if the seventh (7th) consecutive day is due to a request for time off by another employee. The employee making the request also does not get double-time if that request results in him/her working seven (7) consecutive 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 hourly 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. Standby. Standby time shall be eliminated or applied in conformity with wage-hour laws with appropriate remuneration.

Section 7. Shift Differential. A shift differential of one dollar and fifty cents ($1.50) for the third shift.

Section 8. Pay Rates. The minimum rates of pay for the following classifications are hereby established:

<table>
<thead>
<tr>
<th>Classification</th>
<th>8/1/2014</th>
<th>7/6/2015</th>
<th>8/1/2015</th>
<th>8/1/2016</th>
<th>8/1/2017</th>
<th>8/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Engineer</td>
<td>$30.37</td>
<td>$31.13</td>
<td>$31.91</td>
<td>$32.71</td>
<td>$33.52</td>
<td>$34.36</td>
</tr>
<tr>
<td>Watch Operating**</td>
<td>$27.78</td>
<td>$28.47</td>
<td>$29.19</td>
<td>$29.92</td>
<td>$30.66</td>
<td>$31.43</td>
</tr>
<tr>
<td>Maintenance**</td>
<td>$27.78</td>
<td>$28.47</td>
<td>$29.19</td>
<td>$29.92</td>
<td>$30.66</td>
<td>$31.43</td>
</tr>
<tr>
<td>Painter</td>
<td>$26.23</td>
<td>$26.89</td>
<td>$27.56</td>
<td>$28.25</td>
<td>$28.95</td>
<td>$29.68</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utility</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 6 Months</td>
<td>$15.23</td>
<td>$15.61</td>
<td>$16.01</td>
<td>$16.41</td>
<td>$16.82</td>
<td>$17.24</td>
</tr>
<tr>
<td>6 – 12 Months</td>
<td>$17.77</td>
<td>$18.22</td>
<td>$18.67</td>
<td>$19.14</td>
<td>$19.62</td>
<td>$20.11</td>
</tr>
<tr>
<td>12 – 18 Months</td>
<td>$20.25</td>
<td>$20.82</td>
<td>$21.34</td>
<td>$21.87</td>
<td>$22.42</td>
<td>$22.98</td>
</tr>
<tr>
<td>18 – 24 Months</td>
<td>$21.58</td>
<td>$22.12</td>
<td>$22.67</td>
<td>$23.24</td>
<td>$23.82</td>
<td>$24.42</td>
</tr>
<tr>
<td>24 – 30 Months</td>
<td>$22.85</td>
<td>$23.42</td>
<td>$24.01</td>
<td>$24.61</td>
<td>$25.22</td>
<td>$25.85</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$25.39</td>
<td>$26.02</td>
<td>$26.68</td>
<td>$27.34</td>
<td>$28.03</td>
<td>$28.73</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Millennium Repair</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 6 Months</td>
<td>$12.04</td>
<td>$12.32</td>
<td>$12.63</td>
<td>$12.95</td>
<td>$13.27</td>
<td>$13.60</td>
</tr>
<tr>
<td>6 – 12 Months</td>
<td>$14.03</td>
<td>$14.38</td>
<td>$14.74</td>
<td>$15.11</td>
<td>$15.48</td>
<td>$15.87</td>
</tr>
<tr>
<td>12 – 18 Months</td>
<td>$16.04</td>
<td>$16.44</td>
<td>$16.85</td>
<td>$17.27</td>
<td>$17.71</td>
<td>$18.15</td>
</tr>
<tr>
<td>18 – 24 Months</td>
<td>$18.06</td>
<td>$18.49</td>
<td>$18.95</td>
<td>$19.42</td>
<td>$19.91</td>
<td>$20.41</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$20.04</td>
<td>$20.54</td>
<td>$21.05</td>
<td>$21.58</td>
<td>$22.12</td>
<td>$22.67</td>
</tr>
</tbody>
</table>
*Signing Bonus. In lieu at retro pay for the first year of the contract, a signing bonus of one thousand dollars ($1,000.00) will be paid to each member employed as of 7/1/2015.

**(Watch Operating Engineer/Maintenance Engineers hired after December 1, 1993, will be paid at $1.00 per hour below the contractual rate for the first six (6) months of their employment).

In the event an Utility Employee or Millennium Repair Employee, work as an Engineer, they shall be paid the wages of an Engineer.

Section 9. Changed Conditions. In the event operations of plant equipment or the plant itself are materially changed or reduced, the matter of wages and classifications shall be subject to renegotiations by petition of either party to the other.

**ARTICLE 9 – HOLIDAYS**

Section 1. All eligible employees who are required to work on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid straight time for the number of hours regularly scheduled at their normal rate of pay as holiday pay plus straight time for the number of hours actually worked on the holiday at the classification rate of the position being filled. Employees not required to work on the above legal holidays shall receive straight time holiday pay based on the hours the employee normally works on that day of the week, to a maximum of eight (8) hours.

Should a holiday fall on the employee’s seventh (7th) consecutive day, premium pay shall not be pyramided. Employees will not be paid double pay plus holiday pay. To receive pay for the holiday, the employee must have worked their scheduled work day immediately preceding and immediately following the day on which the holiday is observed, unless the absence is caused by illness and the Employer may request a valid doctor’s notice for the employee to be paid.

Section 2. Diversity Holiday. Effective January 1, 2011, employees will be allowed three (3) Diversity Holidays to be taken at any time for any reason, but must notify Chief Engineer a minimum of twenty-four (24) hours in
advance. Diversity Days must be used within the calendar year and will not be allowed to be carried over or paid out if employment is terminated.

Section 3. Personal Day. Effective January 1, 2011 employees will be allowed one (1) personal day to be taken at any time for any reason, but must notify the Chief Engineer a minimum of twenty-four hours in advance. Personal Day must be used within the calendar year and will not be allowed to be carried over or paid out if employment is terminated.

ARTICLE 10 – GROUP INSURANCE BENEFITS

Section 1. The Employer will provide all eligible employees (those that have completed their probationary period and work a minimum of twenty (20) hours a week) with group health and dental insurance under the same conditions and cost it provides to other non-union hourly employees. The Employer will provide the same level of life, as was provided under the previous Agreement.

Section 2. Waiver. The Union, as the bargaining agent for each of the affected employees of the Employer and the employees covered hereunder, does waive the right to participate in any Company sponsored insurance programs; such as life, disability or any other insured benefits.

ARTICLE 11 – PENSION FUND

Section 1. The Employer shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, three dollars and forty-five cents ($3.45) per hour for each hour paid for or worked in the preceding month by all employees covered by this Agreement.

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 Fund 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.

ARTICLE 12 – 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 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 a 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 by 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. Unless stated otherwise in this Agreement, conditions of employment as they now exist shall not be reduced by reason of this Agreement.

Section 5. Millennium Education Plan. The Employer will provide employees the same educational assistance benefit as offered to all other employees and according to the Employer's Standard Operating Procedure.

Section 6. Electrical Drop. Electrical drop gratuity on meeting events. Extra pay equal to ten percent (10%) of fee collected from guest for all power drops. Definition of power drop: Power for extra outlets supported by a breaker. Hotel is not under any obligation to collect a minimal fee.

**ARTICLE 13 – 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 any degree 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 14 – MANAGEMENT'S RIGHTS**

Section 1. It is agreed that the right of management of the Hotel has been bargained, and include specifically, but are not limited to the following:

1. The determination of and location of number of Hotels;

2. The standards of quality to be maintained and the workmanship required;

3. The reasonable weekly scheduling of employees and the daily scheduling of the work to be performed;

4. The types and quantities of tools and equipment to be used;
5. The methods, processes and means of assembling, servicing and repairing equipment;
6. The purchase, control and use of all raw materials;
7. The right to place work with outside contractors;
8. To establish reasonable rules of Hotel conduct;
9. To relieve employees from duty because of lack of work;
10. To determine the starting and quitting times, and hours of work;
11. To establish or discontinue any and all operations, including the total cessation of business;
12. To generally manage the Hotel’s business as it deems best.

Additional, Management shall have all other rights and prerogatives exercised unilaterally in the past subject only to the express restrictions on such rights, if any, as are provided for in this Agreement. It is agreed that the rights enumerated above are not subject to the grievance-arbitration procedure of the Agreement with the exception of the establishment of reasonable rules of Hotel conduct and relieving employees from duty because of lack of work or other causes which are recognized as grievable if an abusive application is claimed.

Section 2. The Company shall also have the exclusive right to direct its employees, including but not limited to: The right to hire, promote, demote, transfer, layoff, discharge and/or discipline for cause, and to maintain discipline among employees.

**ARTICLE 15 – WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements
arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, in total.

ARTICLE 16 – DURATION OF AGREEMENT

Section 1. Term. All changes shall become effective as of August, 1, 2014, unless otherwise specifically provided for herein, and shall continue in full force and effect until the first day of August 2019, and from year to year thereafter unless terminated as set forth in Section 2.

Section 2. Termination of Agreement. Either party may terminate this Agreement or request amendments thereto on August 1, 2019, or on August 1st of any year thereafter by giving to the other party sixty (60) days’ written notice prior to August 1, 2019, or August 1st of any year thereafter in which termination or amendments are requested.
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representatives the day and the year listed below.

For: The Millennium Hotel Minneapolis

Jay Molitor, VP of Operations

Jennifer Purfeerst, Human Resources Director

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

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Julie Moeckly, Business Representative

Joe Schlegel, Negotiating Committee

11/3/2015

Date:

11/3/15

Date:

JM/bdw/opeiu#12
Contracts/Millennium
LETTER OF AGREEMENT #1

Millennium Hotel Minneapolis, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

The Employer and the Union acknowledge, with sadness, the passing of Mike Motyl on June 8, 2015. Accordingly, the Employer and the Union agree that the Memorandum of Understanding dated January 27, 2011 (the “2011 Memorandum of Understanding) concerning the position of Chief Engineer is terminated in its entirety.

The Union and the Employer acknowledge that the position of Chief Engineer is not a bargaining unit position under the collective bargaining agreement. The Employer is free to hire or appoint any person as Chief Engineer in its discretion. See Article 5, Section 5 (D).

For: The Millennium Hotel Minneapolis

[Signature]
Jay Molitor, VP of Operations

[Signature]
Jennifer Purfeerst, Human Resources Director

11/3/2015
Date:

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

[Signature]
David Monsour, Business Manager

[Signature]
Julie Moeckly, Business Representative

[Signature]
Joe Schlegel, Negotiating Committee

11/3/15
Date:

JM/bdw/opeiu#12
LETTER OF AGREEMENT #2

Millennium Hotel Minneapolis, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

Commencing July 1, 2015 and continuing through the term of this Agreement, the base pay rate for Bob Nelson, Painter, will be the same rate as for the Classification of Maintenance Worker. This Letter of Agreement establishes a higher pay rate for Bob Nelson only and shall not apply to any other employee whether currently employed or hired in the future. This Letter of Agreement shall not be deemed precedential; it is intended to address this particular employee only.

For: The Millennium Hotel Minneapolis

[Signature]
Jay Molitor, VP of Operations

[Signature]
Jennifer Furfeerst, Human Resources Director

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

[Signature]
David Monsour, Business Manager

[Signature]
Julie Moeckly, Business Representative

[Signature]
Joe Schlegel, Negotiating Committee

11/3/2015
Date:

11/3/15
Date:

JM/bdw/opeiu#12