AGREEMENT

between

MINNEAPOLIS CLUB
Minneapolis, Minnesota

and

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

December 1, 2016 through May 31, 2020
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THIS AGREEMENT, made and entered into December 1, 2016, by and between the Minneapolis Club, Minneapolis, Minnesota, hereinafter referred to as the "Employer", "Company", or "Management", and the International Union of Operating Engineers, Local No. 70, AFL-CIO, representing the employees classified as Watch, Maintenance, and Junior Operating Engineers, hereinafter referred to as the "Union".

WITNESSETH

WHEREAS, the employees of the Employer have elected to bargain collectively, and for said purpose a majority of same have affiliated themselves as members of the Union and have chosen the Union to bargain collectively with the Employer in their behalf for wages, hours and working conditions. Now, therefore, for the purpose of carrying out the intentions of the parties, it is mutually agreed as follows:

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agency for all employees classified under Article 9 of this Agreement.

Section 2. The Employer shall not enter into any Agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the provisions and terms of this Agreement.

Section 3. On and after the execution date of this contract, all employees under the jurisdiction of this Agreement shall, as a condition of employment, become members of the Union after thirty (30) days of actual employment, and shall remain members of the Union for the duration of this Agreement.

Upon written notice by the Union to the Employer that any employee or employees covered by the terms of this Agreement are not in good standing in the Union because of non-payment of dues, such notice to the Employer shall
be sufficient for the removal of such employee or employees from the job. The Employer, however, shall have a reasonable time after receipt of such notice in which to replace such employee or employees.

It is understood that the Union has jurisdiction over Engineers employed in connection with the operation, repair or maintenance of steam boilers, engines of all types and classes, irrespective of motor power, dynamos, refrigeration machinery, air conditioning equipment and all other equipment and appurtenances covered by the Union’s jurisdiction.

**ARTICLE 2 – CHECK OFF**

During the period of this Agreement, the Company agrees to make deductions for regular Union dues and initiation fees from the wages of each employee who has executed a written authorization therefore. The written authorization will be supplied by the Union. The Union agrees for itself and each employee signing an authorization to hold the Company harmless for any deduction made by virtue of the authorization. Deductions shall be made from the first paycheck of such employee in each calendar month and the total amount deducted shall be remitted to the appropriate fiscal officers of the Union as promptly as possible, together with a list of the employees on whose account such check off is made.

**ARTICLE 3 – GRIEVANCE PROCEDURE**

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

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

2. **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 Company and will discuss it with him/her. The authorized representative will have ten (10) days from the time the grievance is presented to him/her to respond to the grievance.

**Section 1.** 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.

**Section 2.** 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.

**Section 3.** A grievance will not be considered unless it is presented within ten (10) working days after the events which gave rise to the grievance. Grievances not presented within this time limit shall be deemed to be abandoned and not entitled to consideration.

**Section 4.** 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 5.** The time limits of the grievance procedure can be mutually extended by the parties. Such extensions shall be in writing.

**ARTICLE 4 – ARBITRATION PROCEDURE**

**Section 1.** 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 negotiation.

Section 2. 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 (3) 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 members of the Union.

D. Each party shall pay its own expenses incurred in arbitration including fees and expenses of the Arbitrator which will be borne equally by the Company and the Union.

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

F. The Arbitrator shall have no right to require the Employer, the Union or any employee of the Employer, to perform any act that is not required by this Agreement.

G. In case of 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, less any unemployment compensation, and shall include in its interpretation, vacation pay and holiday pay if the question in arbitration involves such items.

ARTICLE 5 – NO STRIKE – NO LOCKOUT

Section 1. The Union agrees that the employees shall not cease work or strike and the Employer agrees not to resort to a lockout.

ARTICLE 6 – SENIORITY

Section 1. Where qualifications are equal, seniority shall govern all employees hereunder in case of promotion, demotion, and retention of employees when there is reduction in force.

ARTICLE 7 – VACATIONS AND PERSONAL DAYS

Section 1. Amount of Vacation. All employees who have at least six (6) months of continuous service on the employee’s Anniversary Date of each year shall be entitled to a paid vacation on the following basis:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Vacation Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months, but less than 2 years</td>
<td>One (1) week</td>
</tr>
<tr>
<td>2 years, but less than 8 years</td>
<td>Two (2) weeks</td>
</tr>
<tr>
<td>8 years, but less than 15 years</td>
<td>Three (3) weeks</td>
</tr>
<tr>
<td>15 years, but less than 20 years</td>
<td>Four (4) weeks</td>
</tr>
<tr>
<td>20 years or more</td>
<td>Five (5) weeks</td>
</tr>
</tbody>
</table>

Continuous service shall be calculated on the employee’s anniversary date.
Up to 120 hours of unused vacation at an employee’s anniversary date may be carried over. Employer will not pay for unused vacation at year end.

Section 2. Vacation pay shall be computed on the basis of the established straight time weekly hours of employment.

Section 3. Vacations shall be scheduled at the discretion of the Employer.

Section 4. Personal Days. All employees who have at least six (6) months of continuous service will earn four (4) personal days. Personal days will not be carried over to the next calendar year. Personal days shall be requested within a reasonable amount of time, but may be short notice if necessary. All Personal days must be approved by the Supervisor. Employer retains the right to deny such personal days based on business needs.

ARTICLE 8 – RESIGNATION AND LAYOFF

Section 1. Engineers electing to resign shall be required to give the Employer ten (10) days’ notice and shall continue in the Employer’s service during this ten (10) day period with the exception that the employee may leave earlier when competent replacements can be made.

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

ARTICLE 9 – CLASSIFICATIONS

Section 1. Engineers shall be classified as follows:

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 or she shall work under the direction of an Engineer of a higher classification.
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 Junior or Watch Operating Engineers.

JUNIOR ENGINEERS, shall be those Engineers who are first assistants to the Watch Operating Engineers, and they may not take charge of a watch alone.

CHIEF ENGINEERS, who are in fact supervisory employees, are not covered by this Agreement in any manner whatsoever; however, in establishing rates of pay and other conditions of employment in behalf of said Chief Engineers, the Employer shall endeavor to maintain proper differentials as between said Chief Engineers and other Engineers who are not supervisory employees as coming under the jurisdiction of this Agreement.

ARTICLE 10 – HOURS, OVERTIME AND WAGES

Section 1. For regular full-time employees, the normal work week shall consist of forty (40) hours which shall be five (5) consecutive 8-hour days or, with the mutual agreement of the employer and the employee, four (4) consecutive 10-hour days.

Section 2. Engineers shall receive overtime pay of time and one-half (1 ½) their regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours per week.

Section 3. All time worked on the seventh (7th) consecutive day shall be paid for at double time rates. In plants where shifts are rotated and the seventh (7th) consecutive day worked is not in any one work week, the double time rate shall not apply, providing the work schedule has the approval of the Union and the Engineers working at the plant.

Section 4. Engineers shall not be required to suspend work during regular working hours to absorb overtime.
Section 5. Engineers called back to work after regular working hours shall be paid one and one-half (1½) times their regular basic hourly rate, but in no case shall an Engineer receive less than the equivalent of four (4) hours’ pay at the regular hourly basic rate.

Section 6. Engineers who are required to work on any of the following holidays: namely, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be paid double time and one-half (2½) for such time worked, (one and one-half (1½) time for hours worked and one time as un-worked holiday pay.) In the event one of such holidays falls on a Sunday, the following Monday shall be deemed a holiday in lieu thereof and double time shall be paid for time worked on such Monday, but not for work performed on the Sunday on which the holiday actually falls. An Engineer scheduled to work on any such holiday may be laid off for any such day provided he/she is paid a regular day’s pay, at straight time rates for such day. Each Engineer who is scheduled to work a regular work week both before and after one of the above holidays but who is not scheduled to work on such holiday and does not, in fact, work on such holiday, shall receive a regular day’s pay, at straight time rates for such holiday provided that if he/she is absent at his/her own volition from work on his/her last scheduled work day before such holiday or on his/her first scheduled work day after such holiday, he/she shall not receive such holiday pay. Should any holiday fall on an employee’s seventh (7th) consecutive day and he/she is required to work on such day, premium pay shall not be pyramided.

The minimum rates of pay for the following classifications shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>6/1/2016</th>
<th>6/1/2017</th>
<th>6/1/2018</th>
<th>6/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watch Operating Engineer</td>
<td>$31.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>$31.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junior Engineer</td>
<td>$31.24</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Postpone discussion to June, 2017 to allow consistency with prior contract wage table. The minimum wage increase effective June 1, 2017 will be no less than 2%.
Subd. 1. Columns 6/1/17, 6/1/18, and 6/1/19, above in this wage rate table were intentionally left blank. There will be one wage increase for each of those three contract years effective the first full payroll period that starts after June 1 in each of those contract years. The percentage, by which wages in each job classification will increase, each year, will depend on the number of Dues-Paying Resident Members on the Club’s membership roll as of June 1 each year. The percentage increase each year will be according to the following matrix:

<table>
<thead>
<tr>
<th># of Resident Members</th>
<th>6/1/2017</th>
<th>6/1/2018</th>
<th>6/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 1,050</td>
<td>4.25%</td>
<td>4.25%</td>
<td>4.25%</td>
</tr>
<tr>
<td>1,025-1,049</td>
<td>3.75%</td>
<td>3.75%</td>
<td>3.75%</td>
</tr>
<tr>
<td>1,000-1,024</td>
<td>3.25%</td>
<td>3.25%</td>
<td>3.25%</td>
</tr>
<tr>
<td>975-999</td>
<td>2.75%</td>
<td>2.75%</td>
<td>2.75%</td>
</tr>
<tr>
<td>950-974</td>
<td>2.50%</td>
<td>2.50%</td>
<td>2.50%</td>
</tr>
<tr>
<td>925-949</td>
<td>2.25%</td>
<td>2.25%</td>
<td>2.25%</td>
</tr>
<tr>
<td>&lt;925</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
</tr>
</tbody>
</table>

For purposes of this wage rate table, "Dues-Paying Resident Members," mean those members who are required to pay regular monthly dues in any of the following membership categories: Legacy Resident, Young Members Group Age 21-30, Young Members Group Age 31-35, Young Members Group Age 36-39, Resident Members 40+ and Senior Resident Members.

Subd. 2. The Minneapolis Club will notify the Local 70 office within five (5) days upon any modifications to the wage rates.

Section 7. 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 renegotiation by petition of either party to the other.

Section 8. If the Employer wishes to change the work shift of any employee, it may do so, so long as the Employer gives the employee involved fourteen (14) days’ notice except where such notice is not practical.
ARTICLE 11 – SUPPLEMENT TO VACATION AND HOLIDAY PAY PROVISIONS

Section 1. In the event the holiday pay or vacation pay program established by the collective bargaining agreement which is in effect as of December 1, 1994 between the Employer and the Hotel Employees and Restaurant Employees Union, Local No. 17, of St. Paul, Minneapolis and Vicinity, AFL-CIO, is more liberal or beneficial to employees than those established by this Agreement, then, as of the date said more liberal vacation or holiday program becomes effective under the Local 17 Agreement, this Agreement shall automatically be amended, in respect thereto, so as to provide for the more liberal vacation or holiday pay program.

ARTICLE 12 – INSURANCE BENEFITS

Section 1. The employer agrees to furnish, in a reliable insurance company duly licensed to do business in the State of Minnesota, certain insurance benefits for all full time employees of the Employer who are members of the Union and who have completed three (3) months of compensated service for the Employer. The said benefits herein referred to shall be applicable on the first day of the calendar month following the month in which said employee has completed three (3) full months of compensated services, such benefits shall terminate upon the last day of the month in which said employee ceases to render compensated service for the Employer. The benefits offered will be consistent with benefits offered to employees not otherwise covered under the Minneapolis Employer-Employee’s Health & Welfare Fund (members of Unite Here Union Local 17 AFL-CIO) including medical, dental, hospitalization, short term disability, life and accidental death/dismemberment coverage. Engineers will contribute to the monthly medical premium at the same rate as other employees for this coverage. The employee contribution shall not exceed 20% of the monthly medical cost to the employer for individual coverage.

Each member of the Union shall have the right to purchase, at the member’s own expense, family insurance coverage. at the same cost and benefit as offered to other employees.

Employer agrees to provide a summary of benefit coverage upon request.
ARTICLE 13 – GENERAL CONDITIONS

Section 1. The Employer agrees that an Operating Engineer shall be on duty while there is in operation any steam boiler, engine, refrigerating machine or dynamo, and the Employer shall not require the Engineers to perform duties over which the Union has no jurisdiction.

Section 2. It is mutually agreed that the Engineers shall care for and maintain the equipment in their charge in the best possible condition, and to exercise due and proper care of the equipment they operate so as to obtain the best possible economies.

Section 3. All fringe conditions of employment, including but not restricted to life insurance or hospitalization benefits that may presently be granted to employees covered by this collective bargaining agreement shall be continued so long as this Agreement remains in force and effect.

Section 4. The authorized representatives of the Union are granted the right to enter the Employer’s plant when on Union business, and the Employer or his/her agent shall give such representatives passes whenever the Union deems such visits necessary. This shall not be applied in an unreasonable manner.

Section 5. The Employer and the Union agree to have Labor-Management meetings upon the request of either party to discuss matters of material interest.

Section 6. All employees necessarily absent from work, for a period not exceeding six (6) months, on account of an injury or sickness, shall retain full employment rights over their former position and be reinstated by the Employer upon the employee’s request. The Employer may require certification by a physician as to the employee’s ability to resume his/her former duties. 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 7. Conditions of employment as they now exist, shall not be reduced by reason of this Agreement.
ARTICLE 14 – FUNERAL LEAVE

Section 1. 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 the 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, natural grand-parents, stepchild, grandchild and legally registered domestic partners.

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.

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.

ARTICLE 15 – SAVINGS CLAUSE

Section 1. Should any part of this Agreement or any provision contained be rendered invalid by reason of any existing or subsequently enacted legislation, or act of any authorized agency of government or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
ARTICLE 16 – 401(k) PLAN

Section 1. 401(k) Plan. The Employer will continue to make contributions to the Minneapolis Club 401(k) Plan to provide retirement benefits to employees covered by this Agreement pursuant to the 401(k) Plan.

ARTICLE 17 – DURATION OF CONTRACT

Section 1. The terms and provisions of this contract shall become effective as of the 1st day of December, 2016, and shall continue in full force and effect through May 31, 2020, and from year to year thereafter unless terminated as follows:

Either party may terminate this Agreement or request amendments thereto on June 1, 2020 or on June 1st of any year thereafter by giving to the other party sixty (60) days written notice prior to June 1, 2020, or June 1st of any year thereafter in which termination or amendments are requested.
IN WITNESS WHEREOF, the parties hereto have caused these present to be
duly executed.

For: Minneapolis Club

[Signature]
Gary Kamenicky, General Manager

For: International Union of
Operating Engineers, Local 70

[Signature]
David Monsour, Business Manager

[Signature]
Michael Dowdle, President

[Signature]
Linda Powers, Recording Secretary

[Signature]
Drew Brodeen, Business Representative

[Signature]
Dirk Gunder, Steward

Date: 3/8/2017

KW/jcw/opeiu#12
Contracts/Mpls Club

Date:
LETTER OF AGREEMENT

Minneapolis Club, 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:

To modify Article 7, Section 1 – Amount of Vacation, to allow engineers who are members of the Union as of December 1, 2016, to accrue 3 weeks of vacation beginning January 9, 2017.

For: Minneapolis Club

[Signature]
Gary Kamenicky, General Manager

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

[Signature]
David Monsour, Business Manager

[Signature]
Drew Brodeen, Business Representative

[Signature]
Dirk Guder, Steward

Date: 3/8/2017
LETTER OF AGREEMENT

Minneapolis Club, 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 amend the December 1, 2016 through May 31, 2020 and replace the LOA dated January 9, 2017, contract as follows:

Article 1 – Recognition

Section 3. On and after the execution date of this contract, all employees under the jurisdiction of this Agreement shall, as a condition of employment, become members of the Union after thirty (30) days of actual employment, and shall remain members of the Union for the duration of this Agreement.

The Employer will notify the Union within fourteen (14) calendar days of any Local 70 new hires, resignations and separations.

Upon written notice by the Union to the Employer that any employee or employees covered by the terms of this Agreement are not in good standing in the Union because of non-payment of dues, such notice to the Employer shall be sufficient for the removal of such employee or employees from the job. The Employer, however, shall have a reasonable time after receipt of such notice in which to replace such employee or employees.

It is understood that the Union has jurisdiction over Engineers employed in connection with the operation, repair or maintenance of steam boilers, engines of all types and classes, irrespective of motor power, dynamos, refrigeration machinery, air conditioning equipment and all other equipment and appurtenances covered by the Union's jurisdiction.

Delete Current Article 7 – Vacations and Personal Days and Replace with Article 7 – Paid Time-Off (PTO)

Section 1. Paid Time-Off (PTO). PTO is a comprehensive time-off policy for eligible employees to use for vacation, illness or injury, and personal business. It combines traditional vacation, personal, and paid sick day plans into one flexible, paid time off policy. It is considered wage replacement for times that employees choose to be away from work for personal reasons and is part of the benefit package. All employees covered under the Collective Bargaining Agreement are eligible to accrue and use PTO as described in this policy. Any unused PTO may be carried over as stated below.
Section 2. Accrual. Employees begin to accrue PTO, based on all compensated hours, from the first date of employment and can begin using accrued PTO after the initial ninety (90) days of employment.

<table>
<thead>
<tr>
<th>Employment</th>
<th>Hourly Accrual Rate</th>
<th>Total Accrual Per Year (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 96 months</td>
<td>.06154</td>
<td>128 (16 eight hour days)</td>
</tr>
<tr>
<td>97 to 180 months</td>
<td>.08077</td>
<td>168 (21 eight hour days)</td>
</tr>
<tr>
<td>181 through 240 months</td>
<td>.10</td>
<td>208 (26 eight hour days)</td>
</tr>
<tr>
<td>More than 240 Months</td>
<td>.11923</td>
<td>248 (31 eight hour days)</td>
</tr>
</tbody>
</table>

Section 3. Scheduling PTO. PTO is accrued on an hourly basis in accordance with the table above. A PTO request form must be filled out by the employee, signed by the manager and turned into payroll for the PTO to be paid. All PTO requests are made in writing and subject to approval by the supervisor, who shall respond in writing, within seven (7) days from such request. To the extent business requirements permit, employee requests for a specific period in which to take PTO will not be unreasonably denied. Furthermore, the most senior employees shall have preference as to the time they take PTO so far as the efficient operation of the business will permit. Where more than one (1) employee in a job classification desire PTO the same time, PTO will be assigned based on seniority. Employer and employee shall mutually agree upon the PTO time.

Section 4. PTO can be used in minimum increments of one-half day. Employees who have an unexpected need to be absent from work should notify their direct supervisor at least two (2) hours before the scheduled start of their workday, if possible.

Section 5. PTO is paid at the employee’s base rate of pay at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions or bonuses.

Section 6. PTO Carryover. At the end of the calendar year, employees may carry over a maximum of one hundred twenty (120) hours of unused PTO to be used in the following calendar year. Any unused PTO in excess of the maximum may not be carried over and will be forfeited. The balance of employees’ PTO will be noted on their pay stub.
Section 7. Terminated Employees. Upon termination of employment, employees will be paid for unused PTO that has been accrued through the last day of work. However, if an employee voluntarily terminates and fails to give at least a two (2) week notice of resignation, forfeiture of accrued, but unused, PTO may result. No accrued PTO will be paid if the employee terminates or resigns during the initial ninety (90) days of employment.

Section 8. Temporary layoffs or leaves of absence during the year shall not interrupt the continuity of seniority for the purpose of determining the amount of PTO for which an employee is eligible. Employees shall be entitled to receive their PTO pay before their scheduled leave.

Section 9. No Work During PTO. Once a request for PTO has been approved by the Employer, the PTO dates shall not be changed unless by mutual consent of the Employer and the employee.

Article 9 – Classifications: Delete Current Language and Replace With:

Section 1. Engineers shall be classified as follows:
   a. Lead Operating Engineer
   b. Maintenance Engineer
   c. Maintenance Department Generalist

Section 2. The Employer will maintain and update any and all job descriptions for each job classification.

Section 3. The Employer will notify and discuss with the Union any changes in job descriptions or job classifications.

Section 4. The following job classifications are no longer being used. If the Employer deems necessary to re-establish, the job classifications will return to Article 1 – Recognition.

   1. Watch Operating Engineer
   2. Junior Engineer
   3. Chief Engineer

Article 10 – Hours, Overtime and Wages

Section 6. Engineers who are required to work on any of the following holidays: namely, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be paid double time and one-half (2½) for such time
worked, (one and one-half (1½) time for hours worked and one time as un-worked holiday pay.) In the event one of such holidays falls on a Sunday, the following Monday shall be deemed a holiday in lieu thereof and double time shall be paid for time worked on such Monday, but not for work performed on the Sunday on which the holiday actually falls. An Engineer scheduled to work on any such holiday may be laid off for any such day provided he/she is paid a regular day’s pay, at straight time rates for such day. Each Engineer who is scheduled to work a regular work week both before and after one of the above holidays but who is not scheduled to work on such holiday and does not, in fact, work on such holiday, shall receive a regular day’s pay, at straight time rates for such holiday provided that if he/she is absent at his/her own volition from work on his/her last scheduled work day before such holiday or on his/her first scheduled work day after such holiday, he/she shall not receive such holiday pay. Should any holiday fall on an employee’s seventh (7th) consecutive day and he/she is required to work on such day, premium pay shall not be pyramided.

The minimum rates of pay for the following classifications shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>6/1/2017</th>
<th>6/1/2018</th>
<th>6/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Operating Engineer</td>
<td>$32.39</td>
<td>$33.20</td>
<td>$34.03</td>
</tr>
<tr>
<td>Maintenance Engineer</td>
<td>$26.00</td>
<td>$26.65</td>
<td>$27.32</td>
</tr>
<tr>
<td>Maintenance Dept. Generalist</td>
<td>$23.00</td>
<td>$23.58</td>
<td>$24.17</td>
</tr>
</tbody>
</table>

*Wages are reflected for 2018 and 2019 with a 2.5% increase.
**The new wages for maintenance engineer and maintenance generalist will be upon ratification, there shall be no retro to June 1, 2017.

Subd. 1. The Minneapolis Club will notify the Local 70 office within five (5) days upon any modifications to the wage rates.
For: Minneapolis Club

Gary Kamenicky, General Manager

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

David Monsour, Business Manager

Drew Brodeen, Business Representative

Dirk Gunder, Steward

3-24-18
Date:

3-29-18
Date:

DB/jcb/opel#12