AGREEMENT

between

SAINT PAUL ARENA COMPANY, LLC

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70

January 1, 2020 through December 31, 2022
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PREAMBLE

This Agreement has been entered into between the Saint Paul Arena Company, LLC, hereafter referred to as the Employer, and Local Union No. 70, International Union of Operating Engineers, AFL-CIO, hereafter referred to as the Union.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, benefits, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, benefits, hours and other conditions of employment for all of its employees as follows:

All regular full-time and regular part-time engineering and building maintenance custodial and housekeeping personnel who are employed by the Employer at its RiverCentre and Arena facilities at 175 West Kellogg Boulevard and 199 West Kellogg Boulevard, St. Paul, Minnesota, in the following classifications: Lead Custodian, Custodian, Housekeeper, Chief Operating Engineer, and Operating Engineer; excluding supervisory, managerial, clerical, confidential, temporary and emergency employees, those exclusively represented by other labor or employee organizations, and all other employees.

Section 2. The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit.
ARTICLE 2 – DEFINITIONS

Section 1. Collective Bargaining. The Employer will bargain collectively with the Union and with respect to rates of pay, hours and other conditions pertaining to employment for all of the employees in the unit hereinbefore set forth.

Section 2. Maintenance of Standards. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and general working conditions shall be maintained at not less than the highest minimum standard at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 3. Discrimination. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against nor will it discourage or attempt to discourage membership in the Union, or attempt to encourage membership in another Union.

Section 4. The term "Employer" shall mean the Saint Paul Arena Company, L.L.C.

ARTICLE 3 – UNION SECURITY

Section 1. 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. Nonpayment. Upon written notice by the Union to the Employer that a certain individual is not in good standing in the Union because of non-payment of dues or initiation fees, it shall be sufficient notice for the removal of the individual from the job, under the terms of this Agreement, within
seven (7) calendar days. The Union shall indemnify and defend the Employer from any claims of an employee so terminated.

Section 3. Dues Deduction. The Employer agrees to deduct monthly Union dues from the wages of employees covered by this Agreement. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. 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 names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Section 4. Notice of Employment. Within 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.

ARTICLE 4 – UNION RIGHTS

Section 1. The Union may designate employees within the bargaining unit to serve as Union Stewards and shall be required to administer this Agreement.

Section 2. The Union shall furnish the Employer and appropriate Department Heads and Labor Relations Director with a list of Stewards and alternates, and shall, as soon as possible, notify the Employer in writing of any changes thereto. Only those who are Officers and Stewards shall be recognized by the Employer for the purpose of meetings.

Section 3. There shall be no deduction from the pay of a Steward when directly involved in meetings with management relating to the administration of this Agreement during working hours.

Section 4. Designated Union Representatives shall be permitted to visit employees on job sites and at department buildings during working hours for the purpose of the administration of this contract.
Section 5. Shop Steward. One shop steward from each department will be allowed to accompany an employee’s authorized representative during regular working hours for the purpose of wage, salary, or fringe benefit discussions or other problems of their particular concern involving employees of the Employer under the following conditions:

1. That only one employee from any one department be allowed to leave his/her work.

2. That the steward be expected to attend these meetings on his/her own time when they are held outside of his/her regular working hours.

3. That adequate notice is given to the department heads so that permission may be obtained.

4. That the steward has officially been designated as such by the Union that he/she represents.

5. **Union Conventions.** Duly elected Union delegates shall be granted time off without pay for one week to attend such convention. Paid time off may be used for this purpose. The Union shall give at least ten working days’ advance notice of the employees who will be participating in such conventions.

**ARTICLE 5 – SENIORITY**

Section 1. Seniority for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee’s rank on the eligible list from which certification was made.

Section 2. Seniority shall terminate when an employee retires, resign, or is discharged.
Section 3. In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title based on inverse length of seniority as defined above.

Section 4. In cases where there are promotional series, when the number of employees in the higher titles is to be reduced, employees who have held lower titles in the bargaining unit will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title.

Section 5. Recall from layoff shall in inverse order of layoff; except that recall rights shall expire after two years of layoff.

Section 6. It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.

ARTICLE 6 – MANAGEMENT RIGHTS

Section 1. The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.

Section 2. The Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion of policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 7 – HOURS, PREMIUM PAY

Section 1. Hours of Employment. The normal work day and the normal work week shall be eight (8) consecutive hours in any twenty-four (24) hour period and forty (40) hours in any seven (7) day period. (For employees on a shift basis, this shall be construed to mean an average of forty (40) hours a week.) The normal work week shall consist of five (5) consecutive normal work days.
Section 2. Call-in Pay. When an employee is called to work he/she shall receive two hours’ pay if not put to work. If an employee is called to work and commences work, he/she shall be guaranteed four straight time hours’ pay, or one and one-half (1.5) times the employee’s normal hourly rate for the actual number of hours worked, whichever is greater.

Section 3. Overtime. Time on the payroll in excess of the normal hours set forth above shall be "overtime work" and shall be done only by the order of the head of the department. An employee shall be re-compensated for work done in excess of the normal hours by being paid on a time and one-half (1.5) basis for such overtime work.

Section 4. Premium Pay.

A. Employees Hired Prior To Ratification: To any employee who works on a regularly assigned shift beginning earlier than 6 AM or ending later than 6 PM, provided that at least five (5) hours of the shift are worked between the hours of 6 PM and 6 AM, there shall be paid a night differential for the entire shift.

To any employee who works on a regularly assigned shift, beginning earlier than 6 AM or ending later than 6 PM, but less than five (5) hours of the shift are worked between the hours of 6 PM and 6 AM, there shall be paid a night differential for the hours worked between the hours of 6 PM and 6 AM.

B. Employees Hired After Ratification: To any employee who works on a regularly assigned shift beginning earlier than 6 AM or ending later than 6 PM, there shall be paid a night differential only for the hours worked between the hours of 6 PM and 6 AM.

Section 5. The night differential shall be 5% of the base rate, and shall be paid only for those night shifts actually worked.

Section 6. A premium pay of fifty cents ($0.50) per hour shall be paid for all swing stage work, such as any work performed from a boatswain’s chair or a swing scaffold, fifty (50) feet or more above the ground. All standard safety laws shall be complied with.
Section 7. Notwithstanding Article 7, Section 1, employees may, through mutual agreement with the Employer, work schedules other than schedules limited by the normal work day and work week as set forth in Article 7, Section 1. Overtime compensation for employees working under such agreements shall be subject to the provisions, for same, as set forth by the Fair Labor Standards Act.

Section 8. For employees who wish to share a position, the Employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Paid time off benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 15 (Insurance) of this Agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If, at the end of ten (10) days, such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee’s work hours.

Section 9. Article 7, Sections 7 and 8 shall not be subject to the provisions of Article 17 (Grievance Procedure) of this Agreement.

ARTICLE 8 – LEAVES OF ABSENCE

Section 1. Leave of Absence. After three month’s employment, an employee may make application for a leave of absence not to exceed one year. Such leave may be granted at the Employer’s discretion.

Section 2. School Conference Leave. An employee shall be granted up to a total of sixteen (16) hours during a school year to attend school conferences or classroom activities related to the employee’s child, provided the conferences or classroom activities cannot be rescheduled during non-work hours. If the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make reasonable effort to schedule the leave so as not to disrupt unduly the operation of the Employer. An employee shall be allowed to use paid time off for this leave; otherwise this leave shall be without pay.
Section 3. **Funeral Leave.** A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents, step-children, step-brothers, and step-sisters) for the purpose of attending the funeral or memorial service of the deceased. Such leave shall be the day before, the day of, and the day after the funeral or memorial service, unless different days are agreed upon between the employee and the Employer.

**ARTICLE 9 – MILITARY LEAVE OF ABSENCE**

Section 1. **Pay Allowance.** Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officer’s Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under Federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established.

Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

Section 2. **Leave Without Pay.** Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is
not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law.

Section 3. Such leaves of absence as are granted under Article 9 shall conform to Minnesota Statutes, Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

ARTICLE 10 – JURY DUTY

Section 1. Employees who are required to appear in court as jurors or witnesses shall be paid their regular pay while they are so engaged, provided however, that any fees that employees may receive from the court for such service shall be paid to the Employer and be deposited with the Director of Finance and Management Services. Any employee who is scheduled to work a shift, other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as he/she is required to appear in court as a juror or witness. In no event shall jury duty be made in any one year to an employee for over two (2) weeks of such service.

ARTICLE 11 – PAID TIME OFF

Section 1. Paid time off credit shall accumulate at the rate shown below for each full hour on the payroll, excluding overtime.

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<th>Years of Service</th>
<th>Hours of Paid Time Off</th>
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<td>1st year thru 4th year</td>
<td>.0692 (18 days)</td>
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<tr>
<td>5th year thru 9th year</td>
<td>.0962 (25 days)</td>
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<td>10th year thru 15th year</td>
<td>.1115 (29 days)</td>
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<tr>
<td>16th year thru 23rd year</td>
<td>.1269 (33 days)</td>
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<td>24th year and thereafter</td>
<td>.1385 (36 days)</td>
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Section 2. The head of the Department may permit an employee to carry over into the next fiscal year up to ten (10) days of paid time off. Other accrued paid time off will be lost if not used prior to the end of the fiscal year.

Section 3. Scheduled/Unscheduled Time Off. The paid time off program includes both scheduled time off (STO) and unscheduled time off (UTO). Employees will record STO on their timecard to be paid for PTO time which was scheduled in advance. UTO will be recorded for time to be paid for unscheduled time off. If UTO is used by an employee in amounts or at times that interfere with the Department’s operation, the supervisor may: (a) discuss this usage with the employee, (b) request documentation to support the need for the unscheduled time off, and/or (c) take appropriate corrective action if the utilization of UTO is problematic.

Section 4. There will be no cash payment in lieu of paid time off.

Section 5. Paid Time Off Upon Termination of Employment. Upon resignation or termination, employee will be paid all available PTO at the time of resignation or termination.

Section 6. In order to be eligible to take paid time off, the paid time off must be scheduled and approved by the employee’s immediate supervisor. Paid time off may be taken in increments of one (1) hour or more.

ARTICLE 12 – MILEAGE

Section 1. Automobile Reimbursement. Employees required to use their own automobiles in the performance of their duties shall be compensated at the IRS rate.

Section 2. The Employer shall provide parking at the Employer’s expense for bargaining unit employees.
ARTICLE 13 – WORKING OUT OF CLASSIFICATION

Section 1. Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) working days shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16th) day of such assignment. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.

ARTICLE 14 – DISCIPLINE

Section 1. The Employer will discipline employees for just cause only. Discipline will be in the form of:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Reduction;
5. Discharge

Section 2. A notice in writing of Suspensions, Reduction and Discharges shall be sent to the employee and the union seventy-two (72) hours after such action is taken.

Section 3. Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.

Section 4. Employees may examine all information in the Employer personnel file that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.
Section 5. Discharges will be preceded by a five (5) day preliminary suspension without pay. During said period, the employee and/or Union may request, and shall be entitled to a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) day period, the Employer may affirm the suspension and discharge.

Section 6. An employee to be questioned concerning an investigation or disciplinary action shall have the right to request that a Union representative be present.

ARTICLE 15 – INSURANCE

Section 1. Health Insurance. Employees working forty (40) or more hours per week shall be eligible for coverage consistent with the Employer’s health insurance plan.

Section 2. Dental Insurance. Employees working forty (40) or more hours per week shall be eligible for coverage consistent with the Employer’s dental insurance plan.

Section 3. Life Insurance. For each eligible employee, the Employer agrees to provide the cost of a life insurance policy with policy limits equal to the employee’s annual salary.

ARTICLE 16 – HOLIDAYS

Section 1. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays:

- New Year’s Day – January 1
- Memorial Day – The last Monday of May
- Independence Day – July 4
- Labor Day – 1st Monday of September
- Thanksgiving Day – 4th Thursday of November
- Christmas Eve – December 24th
- Christmas Day – December 25
Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

Section 2. Eligibility Requirements. In order to be eligible for a holiday with pay, an employee’s name must appear on the payroll on any six working days of the nine working days preceding the holiday; or an employee’s name must appear on the payroll the last working day before the holiday and on three other working days of the nine working days preceding the holiday. In neither case shall the holiday be counted as a working day for the purposes of this section. It is further understood that neither temporary, emergency nor other employees not heretofore eligible shall receive holiday pay.

Section 3. If an employee entitled to a holiday is required to work on Christmas Eve he/she shall be paid on a straight time basis for such hours worked, in addition to his/her regular holiday pay. Employees assigned to a twelve (12) hour shift shall have holiday overtime using a twelve (12) hour value. If an employee entitled to a holiday is required to work on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, he/she shall be recompensed for work done on this day by being paid on a time and one-half (1.5) basis for such hours worked, in addition to his/her regular holiday pay. Employees assigned to a twelve (12) hour shift shall have holiday overtime using a twelve (12) hour value.

**ARTICLE 17 – GRIEVANCE PROCEDURE**

Section 1. The Employer shall recognize Stewards selected in accordance with union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the Stewards and of their successors when so named.

Section 2. It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job
duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided, the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

Section 3. The procedure established by this Article shall be the sole and exclusive procedure, for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement. Grievances shall be resolved in conformance with the following procedure:

**Step 1.** Upon the occurrence of an alleged violation of this Agreement, the employee involved, shall attempt to resolve the matter on an informal basis with the employee’s supervisor. If the matter is not resolved to the employee’s satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation, of the Agreement not reduced to writing by the Union within fourteen (14) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

**Step 2.** Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer’s written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer’s answer shall be considered waived.

**Step 3.** Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with
the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred to in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

**Step 4.** If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within seven (7) calendar days after notice has been given.

If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Federal Mediation and Conciliation Service (F.M.C.S.) Board to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

**Section 4.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.
Section 5. The fees and expenses for the arbitrator's services and preceding shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

Section 6. The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

ARTICLE 18 – WAGE SCHEDULE

Section 1. The wage schedule for purposes of this contract shall be Appendix attached hereto.

Retroactive pay adjustments shall apply to all employees of the bargaining unit except those who have been terminated for cause.

ARTICLE 19 – STRIKES, LOCKOUT, WORK INTERFERENCE

Section 1. There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

ARTICLE 20 – NON-DISCRIMINATION

Section 1. The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, or because of membership or non-membership in the Union.

Section 2. Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.
ARTICLE 21 – SAFETY SHOES, UNIFORMS

Section 1. The Employer agrees to purchase two (2) required uniform shirts for employees each contract year. In addition, the Employer agrees to reimburse employees up to a total of seventy-five dollars ($75.00) per contract year for the purchase of required uniform pants or toward the cost of a pair of safety shoes or boots required by an employee who is a member of this unit. Employees must submit appropriate written evidence of the purchase of pants or safety shoes for reimbursement purposes. The reimbursement shall be made only after investigation and approval by the immediate supervisor of that employee. The Employer contribution shall apply only to those employees who are required by the Employer to wear protective shoes or boots.

ARTICLE 22 – PENSION

Section 1. Pension. On behalf of the lead custodian, chief operating engineer, and operating engineer classifications, the Employer shall contribute to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers effective January 1, 2020 – December 31, 2022, $1.58 per hour for all compensated hours earned by eligible lead custodians and operating engineers covered by this Agreement. For housekeepers and custodians, the Employer shall contribute to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers effective January 1, 2020 – December 31, 2022, $0.99 for each compensated hour for each eligible custodian and housekeeper covered by this Agreement. The benefits provided to employees in accordance with the Central Pension Fund of the International Union of Operating Engineers and Participating Employers shall be the responsibility of the Trustees of the Central Pension Fund to which the Employer has forwarded contributions and/or deductions.

Section 2. 401(k) Plan. Eligible employees who are authorized forty (40) hours or more per pay period and who work one thousand (1,000) hours or more in a calendar year shall be eligible for participation in the Employer’s 401(k) Plan.
ARTICLE 23 – PROBATIONARY PERIOD

Section 1. The first ninety (90) calendar days of employment for any employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause and without recourse to the grievance procedure. During the first thirty (30) calendar days of the probationary period, the employee shall not be entitled to any of the fringe benefits set forth in this collective bargaining agreement.

ARTICLE 24 – TERMS OF AGREEMENT

Section 1. Complete Agreement and Waiver of Bargaining. This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Section 2. Savings Clause. This Agreement is subject to the laws of the United States, and the State of Minnesota. In the event any provision of this Agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

Section 3. Terms of Agreement. This Agreement shall be in full force and effect between the Employer and the Union effective January 1, 2020 through the 31st day of December, 2022 and shall continue from year to year thereafter unless written notice of desire to change, cancel, or terminate the agreement is served by one party upon the other, not less than sixty (60) days and not more than ninety (90) days prior to December 31, 2022, or the expiration date of any subsequent contract year.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: St. Paul Arena Company, LLC

Jack Larson, VP/GM, Xcel Energy Center

Jim Ibister, VP of Facility Admin/GM, St. Paul RiverCentre

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Larry Novotny, Steward

Jackie Jensen, Steward

1/24/2020

Date:

1/22/2020

Date:

KW/jcb/opeiu#12
Contracts/St Paul Arena Company
# APPENDIX A – WAGES

FOR EMPLOYEES HIRED AFTER JANUARY 1, 2007

<table>
<thead>
<tr>
<th></th>
<th>Effective first payroll period after 01/01/2020</th>
<th>Effective first payroll period after 01/01/2021</th>
<th>Effective first payroll period after 01/01/2022</th>
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<tbody>
<tr>
<td>Custodian</td>
<td>$16.08</td>
<td>$16.69</td>
<td>$17.32</td>
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<tr>
<td>After 90 Days</td>
<td>$17.41</td>
<td>$18.06</td>
<td>$18.73</td>
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<tr>
<td>Lead Custodian</td>
<td>$22.84</td>
<td>$23.78</td>
<td>$24.74</td>
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<tr>
<td>After 90 Days</td>
<td>$24.16</td>
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<td>$26.13</td>
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FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2007

<table>
<thead>
<tr>
<th></th>
<th>Effective first payroll period after 01/01/2020</th>
<th>Effective first payroll period after 01/01/2021</th>
<th>Effective first payroll period after 01/01/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
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<td>Lead Custodian</td>
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<td>Chief Operating</td>
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<td>Engineer</td>
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<td>After 90 Days</td>
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<td>Operating Engineer</td>
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<td>After 90 Days</td>
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<td>1st 90 Days</td>
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</tr>
<tr>
<td>After 90 Days</td>
<td>$20.90</td>
<td>$21.53</td>
<td>$22.18</td>
</tr>
</tbody>
</table>

KW/jcb/opeiu#12
LETTER OF UNDERSTANDING
Regarding 401(k) Account

This confirms that Saint Paul Arena Company - L.L.C. has agreed to pay $300 into the employees’ 401(k) account on December 31 of each year for eligible employees who are hired from the RiverCentre Authority and continue working for Saint Paul Arena Company, LLC.

For: St. Paul Arena Company, LLC

Jack Larson, VP/GM, Xcel Energy Center
Jim Ibister, VP of Facility Admin/GM, St. Paul RiverCentre

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager
Ken Wieken, Business Representative
Larry Novotny, Steward
Jackie Jensen, Steward

1/24/2020
Date:

1/22/2020
Date:

KW/jcb/opeiu#12
LETTER OF AGREEMENT

St. Paul Arena Company, LLC, hereinafter referred to as the Employer and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the Union, hereby agree to the following terms for the life of this agreement. Effective dates for this agreement are January 1, 2020 through December 31, 2022.

Under Article 7, Hours/Premium Pay, Section 4, Premium Pay, it states if an employee works on an assigned shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., he/she will receive a shift premium for all hours worked, provided at least five (5) hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m. Under the expired agreement, employees who opted to take PTO (paid time off) at the end of his/her shift were not compensated the shift premium because the employee did not actually work five (5) hours of the shift between 6:00 p.m. and 6:00 a.m., but in fact took anywhere from one (1) up to five (5) hours of PTO at the end of his/her shift.

Both the Union and the Employer have agreed to a trial period to last for the life of this agreement, as follows:

1. Employees will be allowed to use PTO for a portion of his/her shift and continue to receive shift differential compensation for the hours actually worked.

2. For an employee to be eligible for this provision, he/she must have the request for PTO approved by his/her supervisor no later than the previous work day of the day PTO is being requested for.

3. Employees may use up to sixteen (16) hours per contract year of PTO and continue to be eligible to receive his/her shift differential.

Example: An employee works a shift that begins at 3:00 p.m. and ends at 11:30 p.m. The employee is entitled to a shift differential for the entire shift. If that employee uses PTO for the last two (2) hours of his/her shift, he/she would be paid the shift differential for the first six (6) hours he/she worked and the two (2) hours of PTO would be compensated at the straight time rate of pay.
For: St. Paul Arena Company, LLC

Jack Larson, VP/GM, Xcel Energy Center

Jim Ibister, VP of Facility Admin/GM, St. Paul RiverCentre

Date: 1/24/2020

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Ken Wieken, Business Representative

Larry Novotny, Steward

Jackie Jensen, Steward

Date: 1/22/2020

KW/jcb/opeiu#12