

COLLECTIVE BARGAINING AGREEMENT

by and between

AIMBRIDGE EMPLOYEE SERVICE CORP.

as Agent for

WOODFIELD HOSPITALITY, LLC, d/b/a HYATT REGENCY SCHAUMBURG, CHICAGO

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
OF CHICAGO, ILLINOIS AND VICINITY
LOCAL NO. 399**

MARCH 1, 2016 THROUGH FEBRUARY 29, 2020

Table of Contents

Article I	Recognition-Jurisdiction
Article II	Union Membership
Article III	Check-Off
Article IV	Political Action Committee (PAC)
Article V	Work Responsibility - Coverage
Article VI	Work Week
Article VII	Funeral Leave
Article VIII	Jury Duty
Article IX	Wages
Article X	Holidays
Article XI	Pension
Article XII	Health and Welfare
Article XIII	Education
Article XIV	Deferred Compensation Employees Savings Plan 401(k)
Article XV	Paid Time Off (PTO)
Article XVI	Seniority
Article XVII	Severance
Article XVIII	Chief Engineer's Responsibilities
Article XIX	Work Rules
Article XX	Prolonged Illness
Article XXI	Shift Schedule
Article XXII	OSHA 501 and Homeland Security
Article XXIII	Grievance and Arbitration Procedure
Article XXIV	Discrimination
Article XXV	No-Strike Clause
Article XXVI	Change of Identity
Article XXVII	Duration
Appendix I	Drug and Alcohol Testing Policy
Appendix II	Trainee Agreement

THIS AGREEMENT made and entered into as of the 1st day of March, 2016 by and between

AIMBRIDGE EMPLOYEE SERVICE CORP.

as Agent for

WOODFIELD HOSPITALITY, LLC, d/b/a HYATT REGENCY SCHAUMBURG, CHICAGO

Party of the First Part (hereinafter referred to as the "Employer" or the "Hotel")

AND

LOCAL NO. 399 of the INTERNATIONAL UNION OF OPERATING ENGINEERS OF CHICAGO, ILLINOIS AND VICINITY, Party of the Second Part (hereinafter referred to as the "UNION".)

WITNESSETH:

In consideration of the mutual covenants and agreements of the parties, it is agreed as follows:

ARTICLE I. RECOGNITION - JURISDICTION:

The Hotel recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees employed at the Hyatt Woodfield, NLRB Case No. 13-RC-21829, who are engaged in the following operations: operating or assisting in operating all boilers (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, ice and refrigerating machines, heating, ventilating, and air-conditioning equipment (HVAC), fans, siphons, also automatic and power-oiling pumps and engines, and any and all operating repairs necessary for proper and continuous operation of all plants, machinery, and engines. The Union further represents that its jurisdiction as granted by the A.F.L.-C.I.O. includes operating or assisting in operating, maintaining and assisting in maintaining all facilities, including all instrumentation and appurtenances utilizing energy from nuclear fusion or fission and its products, such as radioactive isotopes.

ARTICLE II. UNION MEMBERSHIP

It shall be a condition of employment that all employees of the Hotel covered by this Agreement who are members of the Union on the date of the signing of this Agreement shall remain members and those who are not members on the date of the signing of this Agreement shall, on the 31st day following the date of the signing of this Agreement, become and remain members of the Union. It shall also be a condition of employment that all new employees covered by this Agreement and hired on or after the date of the signing of this Agreement shall, on the 31st day following the beginning of such employment become and remain members of the Union.

ARTICLE III. CHECK-OFF

The Employer agrees to deduct union dues from Employees wages provided Employees execute a dues check-off authorization card.

The Employer also agrees that for the full term of this Agreement or any renewal thereof, it will deduct from the earnings of Employees who have signed an appropriate authorization and filed same with the Employer, union dues, and remit the total deductions to the Secretary-Treasurer of the Local Union or to such person as may be designated by the Union. The form of such authorization has been agreed upon and such authorization shall be irrevocable for the period of one (1) year from the date the same is signed or until the termination of this Agreement, whichever occurs sooner, provided that such authorization shall be irrevocable for the successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the parties, whichever shall be shorter, unless written notice is given by the employee to both the Employer and the Union not more than twenty (20) nor less than ten (10) days prior to the expiration of each period of one (1) year or the expiration of each applicable Collective Bargaining Agreement between the parties, whichever occurs sooner.

ARTICLE IV. FED PAC

The Hotel will deduct Ten Dollars (\$10.00) per month for each month that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Federal Political Action Committee (Local 399 IUOE FED PAC) are not conditions of membership in the International Union of Operating Engineers, Local 399 or of employment with the hotel. The Local 399 IUOE FED PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments made on separate check to Local 399 IUOE FED PAC, accompanied by monthly reports reflecting employee hours worked on forms so provided by the Local 399 IUOE FED PAC, shall be remitted to 2260 South Grove Street, Chicago, IL 60616 at the same time the Hotel submits other benefits to the appropriate offices.

The cost of administering this payroll deduction for the Local 399 IUOE FED PAC is incorporated in the economic package provided under the terms of this Agreement so that the International Union of Operating Engineers, Local 399 has, through its negotiation and execution of this Agreement, reimbursed the Hotel for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

ARTICLE V. WORK RESPONSIBILITY - COVERAGE

While any boiler, engine pump, central air-conditioning unit, refrigerator unit (other than household size), dynamo compressor or motor or machine that develops power is in operation or being repaired in the Hotel, an engineer shall be on duty in the Hotel.

The Union agrees that its members who are employed by the Hotel shall keep the machinery under their charge in good running order and do all temporary repairs and that they shall obey all orders of those in authority, and they shall perform all work that has been traditionally and historically the work of engineers in this Hotel, and such work shall not be sublet or contracted out, without negotiating with the Union.

ARTICLE VI. WORK WEEK

The Parties hereto agree upon a forty (40) hour work week which is to consist of five (5) consecutive work days of eight (8) consecutive hours each. Days off shall also be consecutive. Overtime is to be computed at the rate of one and one-half (1½) times for all hours in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) work week. Time and one half (1½) shall be paid for all work performed on the sixth (6th) day of any one (1) work week. Double (2) time shall be paid for all work performed on the seventh (7th) consecutive day of any one (1) work week. There shall be no duplication or pyramiding of overtime. If an employee works overtime he shall be paid therefore and shall not be required to take compensative time off. That work week shall begin at 12:01 A.M. Sunday and end at 12:00 midnight the following Saturday.

The Employer's regular work week of seven (7) consecutive calendar days shall not be changed except upon notification to and approval from the Union.

In the event the Hotel or employee wishes to change schedule to a four day, ten hours per day work week, this will be allowed as long as the employee's 40 hours in the work week does not include overtime.

It is understood and agreed by the parties that employees will generally be scheduled to work an eight (8.0) hour shift, which includes a paid meal period as determined by the Employer. The parties agree that during the meal period, the employee remains on call, and must immediately respond to any calls and/or perform work as necessary or directed. It is also understood that employees may not leave the building during this meal period, or in any way make themselves unavailable for work, or neglect to perform assigned work. The Union agrees to defend, indemnify and hold harmless the Employer from any suits, causes of action, damages or liability associated with or related to the Employer's use of the foregoing schedule. If this arrangement results in lower production, work remaining undone, additional overtime or abuse of the system, the Employer reserves the right to modify the work day schedule to include a mandatory half hour (.5) unpaid meal period, with no less than four weeks notice to the Union.

ARTICLE VII. FUNERAL LEAVE

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral. The Employer agrees to pay a maximum of five (5) scheduled work days if the funeral is out of state. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or any relative residing with the employee or with whom the employee is residing.

ARTICLE VIII. JURY DUTY

The Employer shall compensate the employee for the difference between the pay at straight time, excluding overtime, and the amount received for jury service.

ARTICLE IX. WAGES

	3/1/16	7/1/16	3/1/17	3/1/18	3/1/19
Engineer 1	\$26.59	\$32.96	\$33.30	\$33.60	\$33.90
Engineer 2	28.63	\$29.25	\$29.80	\$30.40	\$31.00
Engineer 3	\$25.05	\$25.70	\$26.45	\$28.40	\$31.00
Engineer 4	\$22.91	\$25.70	\$26.25	\$27.20	\$28.15
Engineer 5	\$20.87	\$25.70	\$26.25	\$27.20	\$28.15

Engineers working the evening shift and midnight shift will receive a shift differential of \$.20 per hour.

CHIEF ENGINEER shall have a minimum differential of 12.5% in excess of the hourly rate for operating engineers.

TEMPORARY EMPLOYEES hired in the case of replacing an employee due to occupational or non-occupational illness or injury and/or vacation relief, the employer is not required to pay for health and welfare contributions but is required to make pension contributions.

No Bargaining Unit employee will suffer any reduction in wages or benefits, as a result of signing of this new Labor Agreement.

In the event an Operating Engineer is called back for unscheduled work within twelve (12) hours of normal quitting time, he shall receive a minimum of four (4) hours pay, at double (2) time.

Should any Engineer be required to report to work earlier than his normal starting time, such earlier time shall be added to the regular day's work and paid for at the applicable rate.

The rate of pay equal to the higher rate of pay per classification will be paid when the classification is filled for vacation, medical leave of absence, and an approved leave of absence.

Increases for Health & Welfare (Art. XII), Pension (Art. XI), and Education Fund (Art. XIII) shall be combined into one annual increase in the following amounts on the following dates:

March 1, 2017 ... \$.15 increase for all engineers.
March 1, 2018 ... \$.50 increase for all engineers.
March 1, 2019 ... \$.50 increase for all engineers.

The wage/benefit package increases above will be allocated between wages, pension fund, and/or educational training fund, as requested by the Union at the time of the increase.

In order for an engineer to reach the top classification hereunder, the engineer must obtain their CFC Universal Card or City of Chicago (or Elgin) Stationary Engineer's License (this provision will apply only in the event that the position becomes vacant, or the Employer decides to add another position in that rate).

In the event of a new job opening, a new hire will start at the lowest current engineer's pay rate listed in this Article IX (unless a trainee, then subject to Appendix II). If an engineer retires or is discharged, any lower classified engineers may move up to the next available classification, if qualified in the opinion of the Employer; and a new engineer may be hired by the Employer at the lowest rate. A qualified engineer allowed to move up to the next available classification shall be paid the listed rate in this Article IX for that classification from the date of such promotion. It is understood that if a discharged engineer contests his or her discharge, the foregoing process will not apply until the discharge is resolved.

In the event the Employer requires an engineer to have preventive inoculation(s), the Employer shall be responsible for the costs associated with the inoculations. If an engineer desires to have an inoculation that is related to his/her job duties, the Employer shall pay an amount not to exceed \$100 towards the inoculation; this benefit may only be used one time per engineer.

ARTICLE X. HOLIDAYS

HOLIDAY	2016	2017	2018	2019	2020
New Year's Day	01-01 (Fr)	01-01 (Su)	01-01 (M)	01-01 (Tu)	01-01 (W)
Martin Luther King Day*	01-18 (M)	01-16 (M)	01-15 (M)	01-21 (M)	01-20 (M)
Memorial Day	05-30 (M)	05-29 (M)	05-28 (M)	05-27 (M)	05-25 (M)
Fourth of July	07-04 (M)	07-04 (Tu)	07-04 (W)	07-04 (Th)	07-04 (Sa)
Labor Day	09-05 (M)	09-04 (M)	09-03 (M)	09-02 (M)	09-07 (M)
Thanksgiving Day	11-24 (Th)	11-23 (Th)	11-22 (Th)	11-28 (Th)	11-26 (Th)
Christmas Day	12-25 (Su)	12-25 (M)	12-25 (Tu)	12-25 (W)	12-25 (Fr)
Easter Day	03-27 (Su)	04-16 (Su)	04-01 (Su)	04-21 (Su)	04-12 (Su)

* Employees shall be entitled to select either Martin Luther King Day or a personal holiday in lieu thereof.

Any employee absent without approval of the Hotel on either the scheduled day before or the scheduled day after any such holiday shall forfeit all pay for the holiday unless he actually works on said holiday. Any employee who is scheduled or otherwise designated by the Hotel to work on any said holidays and who fails to work on said day shall receive no pay for said holiday. All other employees who perform no work on said holiday shall be paid a full day's wages. Employees who work on said holiday shall receive double and one-half (2½) time for all work performed on said day, including overtime.

ARTICLE XI. PENSION

The Employer covered by this working agreement shall pay monthly, effective March 1, 2016, the rate of One Dollar Fifty-Five Cents (\$1.55) per hour, for each hour worked or paid for but not worked by each employee covered by this Agreement into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, in accordance with the rules and regulations governing payments adopted by the Trustees.

Effective March 1, 2017, March 1, 2018, and March 1, 2019, REFER TO ARTICLE IX.

The monthly payments made by the Employer into the Central Pension Fund on behalf of the Employees shall be based on the actual number of hours worked or paid for but not worked per month and will be payable on or before the tenth (10th) day of each month for contributions for the previous month.

Paid vacations and paid holidays, excluding those which occur on an Employee's scheduled day off, shall be considered time paid for but not worked.

New employees shall be on a probationary basis for thirty (30) days. Pension contributions will begin on the first day of employment.

ARTICLE XII. HEALTH AND WELFARE

The Employer agrees to be bound by the provisions, rules and regulations of the Health and Welfare Trust Agreement, upon execution. An individual who is actively employed by an Employer and on whose behalf the Employer submits contributions to this Fund shall be eligible for benefits on the first day of the month following the date of hire. Temporary, seasonal, casual, special project and/or contingent employees, including vacation relief, are not eligible, except as defined below. The Union and Employer intend that the terms of this section conform with the Affordable Care Act, ("ACA").

A. For the period of March 1, 2016 through February 28, 2017, the Employer shall contribute to the Health and Welfare Trust, International Union of Operating Engineers, Local 399, the monthly rate of \$910.00, for each employee covered under the collective bargaining agreement.

For the period of March 1, 2017 through February 28, 2018, the Employer shall contribute to the Health and Welfare Trust, International Union of Operating Engineers, Local 399, the monthly rate of \$988.00, for each employee covered under the collective bargaining agreement.

The Employer shall start paying contributions on the first day of the month following the date of hire, at which time insurance coverage commences, regardless of whether employee comes from another jobsite/employer.

The Employer shall pay a full month of contributions for the month in which the employee terminates and insurance coverage shall cease at the end of that month.

Paid vacations and holidays (including personal holidays), jury service, and funeral leave shall constitute time worked for the purpose of this section.

Effective March 1, 2018, and March 1, 2019, the Employer's monthly contribution may be increased as directed by the Union pursuant to ARTICLE IX.

B. If an employee is absent because of a non-occupational or occupational illness or injury, the Employer shall pay the required payment for a period of four (4) months. The obligation to make the above payments shall continue during periods when a new collective bargaining agreement is being negotiated.

C. Where a temporary replacement is hired for vacation relief, seasonal, casual, special project or contingent employees, including coverage defined in (B) above, for a defined period of time not to exceed ninety (90) days, the Employer shall not be required to make contributions.

D. Where a temporary replacement's assignment exceeds ninety (90) days, the employer will be required to make contributions on behalf of the employee(s) on the first of the month preceding the ninetieth day of employment. The length of temporary employment will not extend beyond the need to replace a regular employee during leave or vacation or the length of a special project. In the case of a special project, it will not extend beyond 120 days without union consent. If a temporary employee works continuously and becomes a regular employee of the hotel, seniority shall be based on the original date of hire as a temporary employee.

In the event the Employer is delinquent in making Pension or Health and Welfare contributions, and such delinquency continues for thirty (30) days after written notice to said employer, such delinquent employer shall no longer be protected by the no strike clause and the Union shall be free to take any lawful action against the Employer.

ARTICLE XIV. EDUCATION

The Employer shall contribute to the International Union of Operating Engineers, Local 399 Educational Training Fund, a lump sum equal to Seven Hundred Four Dollars (\$704.00) multiplied by the number of active full-time employees covered under this collective bargaining agreement as of March 1 of each year of the agreement.

The Employer agrees to be bound by the provisions of the Educational Training Fund Trust Agreement and by the rules and regulations promulgated by the Trustees of the Fund.

Effective March 1, 2017, March 1, 2018, and March 1, 2019, REFER TO ARTICLE IX.

For purposes of this Section, Trainees working for the Employer full-time pursuant to the collective bargaining agreement between the Employer and the Union covering Trainees shall be considered active full-time employees covered under this collective bargaining agreement.

ARTICLE XIV. DEFERRED COMPENSATION EMPLOYEES SAVINGS PLAN 401 (k)

The Employer agrees to participate in the Local 399 Deferred Compensation Trust and Plan (Trust) which does not require or provide for matching contributions by the Employer. The Employer agrees that the participant will be ineligible if their hourly rate of pay places them in the category of a "Highly Compensated Employee" (HCE) which equals or exceeds the current IRS level for HCE status for the year. The Employer further agrees that only compensation based on an employee's 40 hour work week will be eligible for 401(k) deferrals. Overtime, bonuses, and all other forms of compensation are ineligible for 401(k) deferrals. The Employer agrees the Trust shall be administered in accordance with its terms by a Board composed of an equal number of employer and employee designated trustees. The Employer hereby ratifies and confirms the composition of the Board as now or hereafter constituted.

ARTICLE XV. PAID TIME OFF (PTO)

PTO (Paid Time Off) - combined vacation and sick pay

Regular full-time team members are entitled to Paid Time-Off (PTO), which is intended to encompass both vacation and sick time, after they have completed 90 days, at the following rate:

Years of Service	Days Per Month	Days Per Year	Maximum
3 months to 1 year	.833	10	17.5
1 year to 3 years	1.33	16	28
3 years to 5 years	1.75	21	36.75
5 or more years	2.166	26	45.5

PTO will not be accrued during the 90 day introductory period, but begins to accrue after completion of the 90-day introductory period. Full-time team members will start to accrue PTO starting on their 91st day and will be paid PTO based on their average weekly hours at their regular straight time hourly rate of pay.

PTO requests must be submitted in writing to your immediate supervisor at least one week in advance. Forms are available in the Human Resources Office. Whenever possible, you will be allowed to choose your PTO days. There may be times, however, when PTO will not be approved due to peak business periods. The company deserves the right to require an employee to reschedule an approved PTO as deemed necessary to meet the business needs of the company.

Anniversary dates will be the basis of determining when PTO is earned. On your anniversary date, you will be eligible for PTO based upon your length of continuous service with the hotel. PTO does not accrue while an employee is on a leave of absence. Employees who have accrued 1.75 times their annual accrual of unused vacation will not be permitted to accrue additional vacation benefits until they have depleted their balance of unused vacation unless required by state law.

Upon termination team members will be paid all available but unused PTO hours available under our PTO policy.

PTO is to be used as the team member's vacation time, personal time, and sick time. There are no separate or additional vacation, sick or personal time benefits.

If any one of the following holidays, namely: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Martin Luther King Day falls within the scheduled vacation period for any employee, such employee shall receive one (1) extra day's pay in addition to his normal vacation pay.

ARTICLE XVI. SENIORITY

Seniority within classification shall be recognized and applied in cases of choice of vacation, transfers within the bargaining unit, layoff, call back and selection of jobs and shifts and promotions, provided further, that the senior engineer has the ability to perform the job. Where the qualifications of one or more engineers are substantially the same, seniority shall be recognized and applied. Seniority cannot

be exercised until a vacancy occurs. If all employees are in the same classification that it shall be the date they went into that classification.

ARTICLE XVII. SEVERANCE

If, as a result of a substantial technological change of a plant or the closing of a Hotel's entire plant, the Hotel terminates the employment of an employee who has been continuously employed by the Hotel for more than five (5) years, the Hotel shall pay to such employee an amount equal to one percent (1%) of his average annual regular pay during the last five (5) years of his employment for each year of his employment by the Hotel up to a maximum of twenty (20) years. If said employee is thereafter rehired by the Hotel, he shall be considered a new employee for all purposes of this Agreement. This Article XVII shall not apply to ordinary layoffs or reduction of staff.

ARTICLE XVIII. CHIEF ENGINEER'S RESPONSIBILITIES

The Chief Engineer shall be responsible to the Employer for the safe, economical operation of the plant and for all men employed under him. They shall receive their orders from him, and the Chief Engineer shall be responsible to his employer for carrying out the order of the management in the operation of the building. The employer shall inform the Chief Engineer of any contemplated major repairs, or major improvement, to be made in the equipment under the jurisdiction of the engineers as listed in Article I of this Agreement. The Chief Engineer shall receive a differential over the wages of the Engineers under his supervision. If in the opinion of the Union an inequity in wages exists, the Union Representatives shall have the right to notify the employer and request negotiations to adjust the differential in wages. A meeting shall be arranged for this purpose within seven (7) days after receipt of request.

ARTICLE XIX. WORK RULES

The right to employ, establish reasonable working rules, discipline, discharge and layoff for cause shall be vested solely in the Employer, but the Union shall have the right, in case of breach of reasonable working rules, discharge, discipline, or layoff, to investigate the reasons therefore and to protest such breach of reasonable rules, discharge, discipline, or layoff through the grievance procedure. The Employer shall provide the Union with a copy of any written work rules or amendments, if available, thereof applicable to bargaining unit employees which are promulgated during the term of this Agreement.

Except for discharge for intoxication, insubordination, dishonesty, habitual absence, gross negligence, just cause, or the unlawful use or possession of drugs or controlled substances, the Employer shall give to the employee written notice ten (10) days prior to the effective date of the discharge, or ten (10) days pay, in addition to all other benefits which the employee had accrued to date of discharge. The day on which the notice is given shall be excluded from the ten (10) day period. The employee may resign by giving to the Employer the same notice.

The names and addresses of all employees newly hired or terminated for any reason shall be sent to the Union by the Chief Engineers within seventy-two (72) hours after the hiring or termination. A newly hired employee, without previous service with the Employer, shall be considered a probationary

employee for the first ninety (90) days of his employment and he shall not have the benefit of prior notice or recourse to the grievance procedure, as provided above.

In the event of a proposed permanent reduction in staffing the Employer agrees to notify the Union at least fifteen (15) days in advance.

ARTICLE XX. PROLONGED ILLNESS

In case of a prolonged illness of an engineer and in case his position has been filled in the meantime, he shall, for a period of six (6) months from the date his illness began, be entitled on recovery, to his former position.

Family Medical Leave Act. The provisions of this Agreement shall be interpreted and applied in conformance with all applicable requirements of the Federal Family and Medical Leave Act ("FMLA"). To the extent any provision of this Agreement or any policy or practice of the Employer is contrary to the FMLA, such provision, policy or practice shall be deemed modified so as to conform to the requirements of the FMLA.

ARTICLE XXI. SHIFT SCHEDULE

The Employer will arrange the schedule so that the shifts will begin and end between the hours of 6:00 A.M. and 8:30 A.M., 2:00 P.M. and 4:00 P.M., and 10:00 P.M. and 12:00 midnight, except in case of an emergency when watch may begin or end at the time best suited to the emergency. There shall be no change in regular schedule to avoid payment of premium for overtime work.

ARTICLE XXII. OSHA 501 AND HOMELAND SECURITY

At its sole direction, the Employer may allow an employee to enroll in the OSHA 501 Stationary Engineer's Environmental Health and Safety Awareness and Homeland Security Training Programs conducted by the Union. Any employee enrolled with the advance approval of the Employer in an OSHA or Homeland Security course will be compensated at the employee's straight-time hourly rate for the hours spent in the course upon proof of successful completion. Such hours will not be considered as hours worked for purposes of overtime pay entitlement.

ARTICLE XXIII. GRIEVANCE AND ARBITRATION PROCEDURE

If any employee or the Union has a grievance, it shall be presented to the immediate supervisor outside of the bargaining unit within five (5) working days after the event which gave rise to such grievance. Any grievance not presented to the Supervisor within five (5) working days shall be deemed waived. If the grievance is not resolved in the meeting of the aggrieved employee and the immediate supervisor, within two (2) working days, the aggrieved employee shall reduce the grievance to writing and sign it. The written grievance shall be presented to the Union Representative and the Hotel Manager who shall meet within a reasonable period of time in a further attempt to adjust the grievance. Any grievance not disposed of according to the provisions of the preceding paragraph and all grievance involving the interpretation or application of this Agreement shall be processed as follows:

- A. Within fifteen (15) days from the date the grievance arose (exclusive of Sundays and Holidays) the Union may present the grievance to the Employer who shall then meet with reasonable promptness and endeavor to reach a final and binding solution.
- B. If they fail to resolve the matter within fifteen (15) days, the Union or the Employer may request that the grievance be referred to an impartial arbitrator whose decision (award) shall be final and binding upon the Employer (Hotel), the employees, and the Union. In the event that the parties are unable to agree on an arbitrator, the Employer and the Union shall join in a request to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators and are available to serve in Chicago. The parties shall then attempt to agree upon an arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators shall be eliminated by the Union and Employer alternately striking one (1) name at a time. The remaining name shall be the arbitrator chosen, and his authority shall be limited to making a decision on the grievance in question in conformity with the terms of this Agreement. It is agreed that an arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The cost of the arbitrator's services and a stenographic transcript shall be shared equally by the Employer and the Union. Any other expenses, such as wages, fees, living or traveling expenses of representatives or witnesses must be paid by the party incurring such expenses.
- C. Pending exhaustion of the grievance procedure, including arbitration when necessary, the employees (except any discharged without notice under Article XIX, Paragraph 2, of this Agreement) shall continue to work, and the Employer shall continue in effect the working conditions which existed prior to the time the grievance arose.
- D. All time limitations stated in this Section may be extended by agreement of the Union and the Employer.
- E. The failure or refusal of the Employer (Hotel) to meet with Union Representatives to adjust a grievance as required by this section or a failure or refusal to accept as binding, an arbitration decision (award) hereunder, will free the Union and employees from the obligation of the no-strike clause as to the Employer, and the Union shall also be free to strike and take any other lawful action against such building.

ARTICLE XXIV. DISCRIMINATION

Neither the Employers, nor the Union, will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, color, age, religious creed or national origin, ancestry or disability in violation of any law, including the Americans with Disabilities Act, and the Employer shall attempt to provide a reasonable accommodation to an applicant or employee in accordance with the law and its regulations. Any dispute shall be subject to the grievance and arbitration procedure.

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE XXV. NO-STRIKE CLAUSE

There shall be no further demands made by either party hereto upon the other during the life of this Agreement.

There shall be no strikes, lockouts, or picketing. Refusal of any employee to cross a primary labor picket line shall not be grounds for discharge or disciplinary action.

ARTICLE XXVI. CHANGE OF IDENTITY

This Agreement shall be binding upon the Union, the Employer, and their respective successors, administrators, executors, and assigns. In the event the Employer's Hotel or unit operation is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceedings, it shall continue to be subject to the terms and conditions of this Agreement for its terms.

Within thirty (30) days from the date of a change in ownership or management of any Hotel or operation, the selling employer shall within twenty-four (24) hours notify the Union in writing of such change, stating the name of the new owner if known.

ARTICLE XXVII. DURATION

This Agreement shall continue in full force and effect for the period from March 1, 2016 to and including February 29, 2020 and shall continue in full force and effect from year to year thereafter unless notice is served by either party on the other at least ninety (90) days prior to date of expiration or succeeding anniversary dates.

IN WITNESS WHEREOF, the Hotel and the Union have caused this Agreement to be executed by their respective agents thereunto duly authorized at Chicago, Illinois, this 13th day of January, 2017.

EMPLOYER:

Ambridge Employee Service Corp.

GJM

**Gregory J. Moundas
Vice President**

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399, AFL-CIO

Brian E. Hickey

**BRIAN E. HICKEY
PRESIDENT & BUSINESS MANAGER**

Vincent J. Winters

**VINCENT T. WINTERS
RECORDING/CORRESPONDING SECRETARY**

Appendix

<u>Appendix</u>	<u>Page</u>
I Drug and Alcohol Policy	A-I
II Trainee Agreement	A-II

APPENDIX I - DRUG AND ALCOHOL TESTING POLICY

The Employer has an obligation to maintain a safe, healthy and productive work environment for its employees. An employee under the influence of drugs or alcohol on the job can be a serious safety risk to himself or herself, to other employees and in certain instances, to the general public. Abuse of drugs or alcohol also has a negative impact on the productivity and health of the employees. In order to maintain a safe and healthy work environment the Employer has established the following drug testing policy.

Drug and Alcohol Testing

The Employer may require testing of an employee for whom there is a reasonable suspicion that the employee has used drugs or alcohol or is under the influence of drugs or alcohol while at work, on the Employer's property.

The Employer may require testing of any employee involved in a fight while at work, or on the Employer's property.

Definitions

"Under the influence" Any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

"Illegal drug" Any drug that is not legally obtainable; that is legally obtainable but has not been legally obtained; or that is being used in a manner or for a purpose other than prescribed.

"Reasonable suspicion" means a belief that an employee may be under the influence of drugs or alcohol. Such belief must be based on some objective indicia, which may include but is not limited to, the following matters: erratic or unusual behavior by an employee, including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol; observation of possible ingestion of alcohol or use of drugs; and involvement in an accident, fight or other circumstances which could lead a reasonable person to believe that the use of drugs or alcohol may have been involved.

Disciplinary Action

Any employee who refuses to cooperate with testing procedures or tests positive for drug and/or alcohol use will be terminated for a first offense.

APPENDIX II - TRAINEES

SECTION 1. JURISDICTION

This Agreement has been entered into for the purpose of recording agreement on wages, hours, and other terms and conditions of employment of Engineer Trainees (hereinafter referred to as "Trainees") employed in work within the traditional and historical work jurisdiction of the engineers under direction of Engineers, Assistant Chief Engineers and Chief Engineers and shall not be required to work a shift alone.

SECTION 2. RELATION TO PRINCIPAL AGREEMENT

The Employer and the Union entered into an Agreement covering wages, hours, and other terms and conditions of employment of Engineers for the period from March 1, 2016 through February 29, 2020, which is the principal Agreement which shall apply to Trainees unless there is a different and specific provision with respect to Trainees in this Agreement. Where such different and specific provisions for Trainees are made herein, they shall govern.

SECTION 3. EMPLOYMENT, TRAINING PERIOD AND PROBATIONARY PERIOD

- A. The number of Trainees who may be employed shall be determined by agreement between the Union and the Employer. The Employer shall give advance written notice to the Union of its intent to engage Trainees.
- B. The Employer will obtain the Union's consent to each individual hired as a new Trainee and the Union agrees that its consent will not be unreasonably withheld. In the event of a layoff or cut back in the number of employees in the bargaining unit, Trainee(s) will be eliminated first.
- C. The Engineer Trainee Program is designed to train persons so that they qualify to become Engineers. Ordinarily, three (3) years training is required for qualification, but, in particular cases where the earlier qualification of a Trainee is agreed to by the Union and the Employer, a shorter training period may be deemed sufficient. Each person who enters the Trainee Program shall attend the Local 399 school at their own expense for the full three (3) year period. Upon written request from the Employer, the Union shall provide the Employer with written verification of the Trainee's progress in and completion of such schooling.
- D. Each Trainee shall be a probationary employee for the first four (4) months of his employment as a Trainee. During the probationary period, he may be discharged, laid off, or otherwise terminated without regard to the usual requirement of just cause, or resort to the grievance procedure applicable to Trainees upon completion of the four (4) month probationary period.

SECTION 4. WAGE RATES

The starting rate and job wage rates of Trainees shall be:

First 12 months service	\$ 14.00
Second 12 months service	\$ 15.00
Third 12 months service.....	\$ 16.00
Fourth 12 months service	\$ 17.50

The Employer will notify the Union whenever the wages of a Trainee are adjusted.

SECTION 5. DURATION OF AGREEMENT

For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understanding as to the application or interpretation of any provision of this Agreement.

This Agreement is made in duplicate and each copy is an original executed at Chicago, Illinois, this 13th day of January, 2017.

EMPLOYER:

Airbridge Employee Service Corp.

GJM

**Gregory J. Moundas
Vice President**

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399, AFL-CIO

Brian E. Hickey

**BRIAN E. HICKEY
PRESIDENT & BUSINESS MANAGER**

Vincent J. Winters

**VINCENT T. WINTERS
RECORDING/CORRESPONDING SECRETARY**