MINNEAPOLIS INSTITUTE OF ARTS

AGREEMENT

THIS AGREEMENT, made and entered into by and between the MINNEAPOLIS INSTITUTE OF ARTS, hereinafter referred to as "Employer" or "MIA", and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NUMBER 26, affiliated with CTW and the CLUC, hereinafter referred to as the "Union".

MISSION STATEMENT

The Minneapolis Institute of Arts is dedicated to national leadership in bringing art and people together to discover, enjoy, and understand the world's diverse artistic heritage.

ARTICLE I.
Recognition

1.01 Employer recognizing the right of the employees to organize or affiliate with existing labor organizations for the purpose of collective bargaining, does hereby agree not to discriminate against an employee that is now or may hereafter become a member of the Union and will not interfere with the right of the officers and members of the Union in peaceably attempting to induce the present employees who are not members thereof, from becoming members of said Union, provided no employee is approached during working hours.

1.02 The above-named Union shall be the sole and exclusive bargaining agency for security employees classified herein and employed at the Minneapolis Institute of Arts.

ARTICLE II.
Union Membership

2.01 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date of the signing of this Agreement shall remain members in good standing and those who are not members on the date of the signing of this Agreement, shall, after the thirtieth (30th) day following the date of the signing of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that, except as otherwise provided in this Agreement, all employees covered by this Agreement and hired on or after the date of the signing of this Agreement shall, after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Union.

2.02 Once per month, MIA shall deduct from the paycheck of each employee working over 24 hours in any calendar month an amount equal to the Union dues. MIA shall remit the total amount deducted to the Union together with a list of the names of the employees, their job titles, full-time or part-time status category, their contact information on file, and the amounts which have been deducted for dues. MIA will also submit contact information for casual employees.
The Union agrees to indemnify the Employer against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

2.03 Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; provided, however, that such employee shall, as a condition of his/her employment, in lieu of the payment of periodic dues and initiation fees to the Union, pay sums equal to such dues and initiation fees to any of the following non-religious charitable funds, which are exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:

1. Minneapolis Children's Hospital
2. The Minneapolis Institute of Arts
3. The Children's Theatre, Minneapolis, Minnesota

2.04 It is further understood if such employee who holds conscientious objections to joining or financially supporting labor organizations requests the Union to use the grievance-arbitration procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such a procedure and these costs shall be paid in advance. The Union, prior to the inception of the grievance procedure and also prior to beginning the arbitration procedure, shall advise the grievant in writing of the reasonable costs of using such procedures and shall have no obligation to proceed on behalf of the employee prior to receiving the full payment of such costs. Moreover, should the costs of the grievance-arbitration procedure exceed the Union's estimate of the reasonable costs, the employee shall be thereafter liable for any such difference.

2.05 The Employer will recognize Union stewards as representatives of the bargaining unit's work on the work site. The Employer shall provide the Union office and designated stewards with information regarding permanent changes in assignment, promotion, lay off, and leaves of absence involving bargaining unit employees. At the Employer's discretion, a personal leave of absence, as provided in Article 13.01 and Article 13.03, may be granted for necessary time off without pay, to a regular employee designated by the Union, to attend a labor convention or to serve on other Union business.

2.06 MIA agrees to allow payroll deductions into the Union's Committee on Political Education Fund for each employee who has voluntarily authorized such deductions, in writing, in the amounts and at the times stated in the authorization. Employees may cancel this voluntary deduction at any time, in writing, with thirty (30) days notice to the MIA and the Union. The Union agrees to indemnify MIA against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that shall be taken by MIA for the purpose of complying with the foregoing provisions of this Agreement.
MIA agrees to remit the amount deducted to the Union using the normal dues remittance process. By making and remitting the deductions, MIA neither infers nor implies any opinion or endorsement regarding COPE or its activities. MIA shall retain ½ of the 1% (0.5%) of the amount deducted as the reimbursement to MIA.

Once either party provides thirty (30) days written notice of the intent to modify/withdraw this provision, the Parties agree to meet and confer prior to the expiration of the thirty (30) day notice. This can be extended by mutual agreement.

ARTICLE III.  
Employee Categories

3.01 The term "regular full-time employee", as used in this Agreement, shall refer to employees hired on a regular basis to work a regular work week consisting of forty (40) hours. Regular full time employees, for the purpose of benefits, shall be any employees working a regular work week consisting of thirty-seven and one-half (37.5) hours or more.

3.02 The term "regular part-time employee" as used in this Agreement, shall refer to employees who regularly work a designated number of hours during each week but do not regularly work forty (40) hours per week.

3.03 A "regular flexible schedule employee" shall refer to employees who may work either full or part time but do not normally work a regular schedule and may work irregular hours based on the needs of the employer.

3.04 The term "casual" employee shall mean any employee who works an intermittent, irregular work schedule as distinguished from a regular work schedule. The provisions of this Agreement shall not apply to "casual" employees.

3.05 An employee who has worked an average of 18.75 hours or more per week will not be classified as a casual employee for more than six (6) consecutive months without being offered a regular or flexible regular position. In the event a casual employee is offered a regular or flexible regular position, the employee shall be credited, for the purposes of probation, for the time worked as a casual performing the duties of the regular or flexible regular position offered; however, in no event shall the probationary period for such an employee be less than thirty (30) days. The seniority date for former casuals will be the date their most recent continuous employment as a casual began.

ARTICLE IV.  
Management Rights

4.01 It is the right and responsibility of the Employer, to do any of the following when, in its sole discretion, it deems it advisable: Manage its business generally; to decide all machines, and equipment to be used; to maintain order and efficiency in its operations; to hire, layoff (subject to Article XII), assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-
determine job content; to determine the job classifications to be utilized; to determine the starting and quitting time; to determine the number of hours to be worked, including overtime hours; to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the operation of the Employer, copies of which regulations shall be provided to the Union after their adoption by the Employer; to determine the number of individuals to be employed in each job classification, operation or shift, to increase or diminish, change or discontinue operations in whole or in part; and to discipline and discharge employees for cause.

4.02 The size of the bargaining unit shall be consistent with and reflect the needs of the MIA. While it is the parties' mutual goal to limit the use of subcontract/outsourced bargaining unit work, the security needs of the organization may, on occasion, require their use. This shall not exceed 2,080 hours in any calendar year. In the event MIA's use exceeds 2,080 hours, the parties will meet and discuss why this occurred and what steps could have been taken to further reduce their use. The Union will be notified in advance of all instances of outsourced bargaining unit work.

ARTICLE V.
Hours of Work

5.01 The regular work day for all full-time employees and for all regular part-time employees will not be more than eight (8) hours, except for one (1) long day for each employee per week. A long day will be up to twelve (12) hours. An individual employee may agree to work a second long day of up to twelve (12) hours in the regular forty (40) hour week. On Sundays and holidays a work day will not be less than four (4) hours.

5.02 All time worked in excess of forty (40) hours per week shall be considered overtime and paid for at the rate of time and one-half. All time worked in excess of twelve (12) hours per day in the case of long days as provided for above and in excess of eight (8) hours per day on all other days shall be considered overtime and be paid for at the rate of time and one-half.

5.03 Overtime work will be no less than three (3) hours in duration if an employee is called back to work on the same day one (1) hour or more after his regular shift ends. There will be a fifteen (15) minute minimum overtime if an employee is required to continue to work following the end of his regular shift. Overtime work must be approved in advance by the supervisor. Where overtime work results from an employee’s replacement failing to relieve the employee at the time scheduled, the tardy employee shall be docked for his tardiness in fifteen (15) minute increments.

5.04 An eight dollar ($8.00) dinner allowance will be paid to employees under this Contract who work three (3) or more hours within thirty (30) minutes before or after their regular shift.

5.05 The management shall have the choice of which persons under this Contract will be used either on regular or overtime where the movement and handling of works of art are involved.
5.06 In the event of forced overtime, also known as mandatory assigned shifts, a discussion will be held between MIA, the employees’ collective bargaining representative, and the steward(s) before the forced overtime/mandatory assigned shifts are scheduled. If forced overtime/mandatory assigned shifts are warranted, all forced overtime/mandatory assigned shifts will be divided equally between the employees in the various classifications. This will immediately trigger talks to address staffing and hiring.

5.07 Pay for employees who volunteer for events held during nonpublic hours will be paid at time and one half for all time worked during the event. There will be no pyramiding of premium pay.

5.08 Employees under this Contract who report to work for mandatory training, mandatory special meetings, or event work ('signups') outside of their regular schedule will receive a minimum two (2) hours paid time for their participation. This provision shall not apply if the Employer has notified employees not to report with two (2) hours advance notice.

5.09 With the exception of exhibitions, or in the case of exceptions negotiated with the Union (both outlined in Article 4.02), all hours scheduled or posted through sign-ups shall first be offered to union members.

5.10 Flex regular guards scheduled to work events shall be paid for all scheduled hours unless employees agree to leave early by seniority. Management reserves the right to redeploy such flex regular guards in this situation.

ARTICLE VI.
Vacations

6.01 Each regular employee who has completed one (1) full year of employment, but less than five (5) years of employment, shall receive ten (10) working days paid vacation. A new regular employee may elect to receive up to five (5) working days of vacation upon completion of six (6) months employment.

6.02 Each regular employee who has completed five (5) full years of employment, but less than ten (10) full years of employment, shall receive fifteen (15) working days paid vacation.

6.03 Each regular employee who has completed ten (10) full years of employment shall receive twenty (20) working days paid vacation. At the start of the third year of this contract, each regular employee who has completed 20 full years of employment shall receive 25 working days paid vacation.

6.04 Upon ten (10) working days written request submitted to the Human Resources Department, vacation payments shall be made in full, prior to the employee’s start of vacation.
6.05 Regular part-time employees accrue vacation prorated to the full-time employee accrual rates stated in sections 6.01, 6.02, 6.03 and 6.08.

6.06 No paid vacation is earned by a full-time or part-time employee on leave of absence as defined in Article XIII of this Agreement. If a recognized holiday falls during an employee’s vacation, that employee shall receive holiday pay for that day. No employee will be allowed to forego his or her vacation and be paid extra pay for working during the vacation without written Employer approval.

6.07 The time when an employee shall take his or her vacation shall be determined by mutual agreement between the employee and his or her department head. Vacation requests will be processed on a continuous four (4) month rolling calendar. Example:

requests due by February 15 for June 1 – June 30
requests due by March 15 for July 1 – July 31
requests due by April 15 for August 1 – August 31

and so on using seniority and accrued time first. After each deadline, requests will be first come, first serve. All vacation requests shall be approved or denied within three (3) calendar weeks of each monthly deadline.

Short notice requests, defined as less than three (3) calendar weeks notice, will be primarily on a first come, first serve basis with consideration of business needs as defined by the MIA.

6.08 If an employee is eligible for ten (10) working days per year (1 to 5 years of service), the vacation days are accumulated on the basis of accruing 0.833 days per month. This formula allows for a maximum of ten (10) days per year. The maximum amount of vacation an employee may have to his or her credit is fifteen (15) working days. Days accumulated beyond fifteen (15) will be lost. An employee eligible for fifteen (15) working days per year (6 to 9 years of service), may accumulate a maximum of twenty (20) working days. Employees eligible for twenty (20) working days of vacation per year (10 years or more of service), may accumulate a maximum of thirty-three (33) days.

6.09 An employee whose employment is terminated, voluntarily or involuntarily, after less than six (6) months employment with the Employer, shall not be entitled to be paid for any accrued vacation benefits.

6.10 Full time employees with three (3) or more weeks of accrued vacation will be allowed the option of cashing in one (1) week of vacation per anniversary year. Employees who cash in one (1) week of vacation must take at least one (1) week of vacation in that anniversary year. Requests to cash in vacation must be in writing and submitted to Human Resources.
ARTICLE VII.
Sick Leave

7.01 All service employees working a minimum of 37.5 regularly scheduled hours per week (prorated for employees working between 37.5 and 40 regularly scheduled hours per week) who come under the jurisdiction of this Agreement shall be given sick leave on a prorated basis of one (1) day for each month worked, with a total of twelve (12) sick leave days per year. Sick leave shall be cumulative up to sixty (60) working days. The Employer reserves the right to investigate all causes of sickness.

7.02 Any employee under this Contract who accumulates in excess of sixty (60) days sick leave will, for such excess accumulation, either be paid on a quarterly basis or be given additional vacation time, at the option of the Employer, on the basis of one-half (1/2) for each one (1) day of said excess accumulation.

7.03 Effective January 1, 2006, employees working 20 or more but fewer than 40 regularly scheduled hours per week shall be eligible for the sick leave provided in this Article on a prorated basis.

7.04 (a) Employees may use their available paid sick days for absences due to an illness of or injury to the employee’s child for reasonable periods of time as the employee’s attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee’s own illness or injury. In this Section, a “child” means the employee’s stepchild, biological child, adopted child, or foster child who is under 18 years of age, or who is under 20 years of age and still attending secondary school.

(b) Employees may use in any 12 month period up to 160 hours of their available paid sick days for absences due to an illness of or injury to the employee’s adult child, spouse, domestic partner as provided in Section 20.07, sibling, parent, grandparent or stepparent. Such use of available paid sick days is for reasonable periods of time as the employee’s attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee’s own illness or injury.

ARTICLE VIII.
Holidays

8.01 All Full time regular and part-time regular Employees are eligible for eleven (11) paid holidays per calendar year: Eight (8) regularly assigned holidays, and three (3) personal holidays:

- New Year’s Day
- Martin Luther King Day
- Memorial Day
- Labor Day
- Day before Christmas
- Thanksgiving Day
- Christmas Day
- Independence Day
- 3 Personal Holidays

A personal holiday is defined as a day mutually agreed upon by Employees and supervisor. In the event of multiple requests for the same day, seniority shall prevail. An Employee must work at least three (3) months to be eligible for the personal
holidays and must get approval at least one (1) week in advance prior to taking such holiday. Personal holidays may not be carried over from one year to the next. To aid with scheduling, employees must request their personal holiday by October 1 or earlier, to be used by December 31. Personal Holidays may not be taken after notice of resignation of employment is given.

8.02 New regular Employees whose hire dates fall on July 1 through September 30 will receive one (1) personal holiday for the remainder of the calendar year. Employees hired after September 30 are not eligible for personal holiday pay for that calendar year.

8.03 Any full-time employee required to work on any of the above paid legal holidays shall receive, in addition to the compensation stated above, one and one-half (1-1/2) times his basic hourly rate for the hours actually worked during said holiday.

8.04 An employee works on a holiday when he works between twelve o'clock midnight at the beginning of the paid legal holiday and twelve o'clock midnight at the end of the paid legal holiday and he shall receive one and one-half (1-1/2) times his basic rate of pay for such time actually worked, regardless of when his shift begins or ends.

8.05 If the time actually worked by a full-time employee on said paid legal holiday is during the employee's regular work week of forty (40) hours, such employee will receive one and one half (1-1/2) times his hourly basic rate for the hours actually worked even though the employee has not completed his regular work week of forty (40) hours; however, no full-time employee will receive more than two and one-half (2-1/2) times his regular basic rate of pay for any time worked on said holidays, to include regular time, one for legal paid holidays as listed above, and one and one-half (1-1/2) times his basic rate for time actually worked on said days.

8.06 Any part-time employee required to work on any of the eight (8) legal holidays described above shall receive one and one-half (1-1/2) times his basic hourly rate for the hours actually worked by him during any such holiday. Except as provided in below, employees other than full-time employees shall not be eligible for the holiday pay provided for in this Article provided, however, that effective December 31, 1993, regular part-time employees working twenty (20) hours or more per week will become eligible to receive pro rata holiday pay for the eight (8) legal holidays described above.

8.07 Any eligible part-time employee required to work on any of the eight (8) legal holidays described above shall receive one and one-half (1-1/2) times his/her basic hourly rate for the hours actually worked by him/her during any such holiday in addition to prorated holiday pay.

8.08 Any eligible part-time employees not required to work on any of the eight (8) legal holidays described above shall receive prorated holiday pay only.

8.09 Eligible part-time employees shall receive prorated holiday pay based upon the average number of hours (excluding overtime hours) paid per day during the 35 days preceding the holiday, not to exceed eight (8) hours of holiday pay per holiday.
8.10 To be eligible for holiday pay under this Agreement, the employee must be an eligible full-time or part-time employee and must have worked on his/her last scheduled work day immediately preceding the holiday and on his/her first scheduled work day immediately following the holiday, unless his/her absence is due to bona-fide illness or other absence excused by the Employer. An employee shall be paid at the rate of the job they would normally be scheduled to work on the holiday.

ARTICLE IX.
Wages

9.00 Wages: Increase wage progressions as follows:
- 2.75% effective July 1, 2014
- 2.80% effective July 1, 2015
- 3.00% effective July 1, 2016

9.01 The following classifications and wage rates shall be in effect during the term of this Agreement:

<table>
<thead>
<tr>
<th>Position</th>
<th>7/1/2014</th>
<th>7/1/2015</th>
<th>7/1/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain</td>
<td>$21.25</td>
<td>$21.85</td>
<td>$22.51</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>$20.41</td>
<td>$20.98</td>
<td>$21.61</td>
</tr>
<tr>
<td>Console Operator</td>
<td>$19.60</td>
<td>$20.15</td>
<td>$20.75</td>
</tr>
<tr>
<td>Perimeter Guard</td>
<td>$18.50</td>
<td>$19.02</td>
<td>$19.59</td>
</tr>
<tr>
<td>Auxiliary Perimeter Guard</td>
<td>$18.50</td>
<td>$19.02</td>
<td>$19.59</td>
</tr>
<tr>
<td>Ramp Guard</td>
<td>$17.18</td>
<td>$17.66</td>
<td>$18.19</td>
</tr>
<tr>
<td>Lot Guard</td>
<td>$17.18</td>
<td>$17.66</td>
<td>$18.19</td>
</tr>
<tr>
<td>Security Patrol</td>
<td>$16.64</td>
<td>$17.11</td>
<td>$17.62</td>
</tr>
<tr>
<td>Gallery Guard</td>
<td>$15.49</td>
<td>$15.92</td>
<td>$16.40</td>
</tr>
</tbody>
</table>

9.02 The following classification wage rate and wage progression shall be in effect for Perimeter Guards and Auxiliary Perimeter Guards:

<table>
<thead>
<tr>
<th></th>
<th>7/1/2014</th>
<th>7/1/2015</th>
<th>7/1/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$16.69</td>
<td>$17.16</td>
<td>$17.67</td>
</tr>
<tr>
<td>After 4 months</td>
<td>$17.13</td>
<td>$17.61</td>
<td>$18.14</td>
</tr>
<tr>
<td>After 8 months</td>
<td>$17.74</td>
<td>$18.24</td>
<td>$18.79</td>
</tr>
<tr>
<td>After 12 months</td>
<td>$18.50</td>
<td>$19.02</td>
<td>$19.59</td>
</tr>
</tbody>
</table>

9.03 The following classification wage rate and wage progression shall be in effect for Ramp Guards and Lot Guards:

<table>
<thead>
<tr>
<th></th>
<th>7/1/2014</th>
<th>7/1/2015</th>
<th>7/1/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$15.86</td>
<td>$16.30</td>
<td>$16.79</td>
</tr>
<tr>
<td>After 4 months</td>
<td>$16.22</td>
<td>$16.67</td>
<td>$17.17</td>
</tr>
<tr>
<td>After 8 months</td>
<td>$16.69</td>
<td>$17.16</td>
<td>$17.67</td>
</tr>
<tr>
<td>After 12 months</td>
<td>$17.18</td>
<td>$17.66</td>
<td>$18.19</td>
</tr>
</tbody>
</table>
9.04 The following wage progression shall be in effect for all Gallery Guards:

<table>
<thead>
<tr>
<th></th>
<th>7/1/2014</th>
<th>7/1/2015</th>
<th>7/1/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$13.72</td>
<td>$14.10</td>
<td>$14.52</td>
</tr>
<tr>
<td>After 4 months</td>
<td>$14.23</td>
<td>$14.63</td>
<td>$15.07</td>
</tr>
<tr>
<td>After 8 months</td>
<td>$14.90</td>
<td>$15.32</td>
<td>$15.78</td>
</tr>
<tr>
<td>After 12 months</td>
<td>$15.49</td>
<td>$15.92</td>
<td>$16.40</td>
</tr>
</tbody>
</table>

9.05 When an employee in one classification works or is trained for four or more consecutive hours during a shift in a higher paying classification, and the same is authorized by the employee's supervisor, the employee shall receive the higher classification rate for those hours.

9.06 The following employees are entitled to shift differential when employed in their regular schedule or fill-in for the same:

- Captain
- Auxiliary Perimeter
- Control
- Perimeter

Twenty cents (20¢) per hour differential for 2nd Shift and thirty cents (30¢) per hour differential for 3rd Shift. Shift differential is not payable for special events.

9.07 Longevity awards will be made on/or about December 15 of each year based on the following schedule:

- 5 – 9 years = $75.00
- 10 – 14 years = $150.00
- 15 – 19 years = $225.00
- 20 – 24 years = $300.00
- 25 – 29 years = $375.00
- 30 + years = $450.00

Employees working less than full time will receive a prorated bonus based on scheduled hours in September through November of that year.

9.08 When the museum declares a snow emergency, security employees required to remain at work or required to report to work during such emergency, shall be paid two (2) times their straight time hourly rate for all time they work during the period the museum is under a museum declared snow emergency. Unless otherwise stated in the snow emergency declaration, the emergency will be considered in effect from midnight to midnight on the day of the declared emergency.

9.09 In the event that an employee has two or more pay rates, any time off will be paid at their normally scheduled rate.
ARTICLE X.
Uniforms

10.01 Where any kind of uniform is required the Employer shall furnish same and pay for the laundering or dry cleaning. The employee will furnish shoes and socks. Uniforms are not to be taken off of the Employer's property by the employee.

ARTICLE XI.
Privileges

11.01 All privileges now enjoyed by an employee covered by this Agreement, and not in conflict with the terms hereof, shall be continued after the signing of this Agreement.

ARTICLE XII.
Seniority

12.01 Seniority rights shall prevail. Seniority will be computed from date of hire. All employees shall be laid off or discharged according to seniority rights for the purpose of reducing the force and shall be reinstated to their employment when the force is increased according to their respective seniority rights. All regulars to have first chance at overtime work. In a situation where required shifts are not filled voluntarily, the work will be assigned according to reverse seniority, beginning with the least senior qualified person. Employees will be reviewed in order of seniority for consideration of their advancement.

12.02 "Bumping:" If there is to be a temporary or permanent layoff for lack of work, an employee with seniority rights may retain his/her employment if eligible and capable of working in any other position occupied by another Employee with less seniority, provided he/she has the ability, experience and qualifications, to the satisfaction of the Employer, to perform the duties of that position. If there is disagreement about whether the senior employee is experienced and qualified, the Employer shall consider:

- whether the person currently performs the duties of the desired position or has done so extensively in the recent past;
- prior performance documentation relevant to the new position;
- whether the person can be trained to satisfactorily perform the duties of their new position within a reasonable period of time.

If there is a disagreement as to an Employee's bumping rights, the Employee may always resort to the grievance and arbitration procedure as laid out in Article 15.

12.03 The following factors will be considered in selecting candidates to be considered for promotional opportunities:

- Seniority
- Qualifications
Availability
Prior Work Record
Performance
Leadership Skills

Where, in the opinion of the Employer, candidates are equally qualified, seniority will be the deciding factor.

12.04 MIA shall provide SPO training to all regular officers who submit a written request for training. SPO training for regular officers hired before June 30, 2014 shall be completed by one (1) year from ratification of this contract. SPO training for regular officers hired after June 30, 2014 shall start one (1) year after their date of hire and be completed by the end of their second (2) year. Training approval shall be determined on the basis of seniority provided that, in the opinion of MIA, the regular officer is qualified, suitable and available. Where, in the opinion of the Employer, officers are equally qualified, seniority will be the determining factor. The parties agree that the regular officers requesting SPO training must be willing to work these positions when reasonable. Such training will not result in weekly or daily overtime (see Article 5), unless it has been previously authorized by management.

MIA shall visibly post all other training opportunities. Regular officers shall have fourteen (14) calendar days to sign-up for this training. The parties agree that the regular officers requesting training must be willing to work the shifts required for the positions whenever possible and reasonable. Training approval shall be determined on the basis of seniority provided that in the opinion of MIA the regular officer is qualified, suitable and available. Where, in the opinion of MIA, officers are equally qualified, seniority will be the determining factor. Such training will not result in weekly or daily overtime (see Article 5), unless it has been previously authorized by management.

Regular officers, engaged in the training of others, regardless if the trainees are in the bargaining unit, will receive incentive pay of an additional $1.00 per hour for their performance of such training, provided such training has been previously authorized by management. This incentive will not apply to Lieutenants and Captains.

ARTICLE XIII.
Leave of Absence

13.01 Employees shall be granted a leave of absence, without pay, for sickness, recuperation therefrom, or for other justifiable reasons, in accordance with state and federal law. Such leaves of absence must be requested in writing and approved by the Director of Security, Division Head, and Director of Human Resources. Authorized leave of absence shall not extend beyond three (3) months, except in the case of prolonged sickness, in which event the leave of absence may be extended to twelve (12) months.

13.02 Funeral/Bereavement Leave: In the event of a death in the immediate family of the Employees (immediate family defined as: spouse, domestic partner, as provided below, child, parent, sister, brother, grandparent and grandchild) the full time or
regular part-time Employee shall be granted up to three (3) working days’ leave of absence with pay at the Employee’s normal daily pay rate for the purpose of attending or making funeral arrangements. Employees will receive up to three (3) days at the Employee's normal daily pay rate for the purpose of attending the funeral of their spouse's or domestic partner's child and parents and one (1) day for attending the funeral of their spouse's or domestic partner's grandparents or grandchild. Two (2) additional days’ leave of absence with pay may be granted for the Employee's extended travel to attend the funeral or when the employee is the primary person responsible for making funeral arrangements, subject to approval of the Employer.

A domestic partner is someone who has been Registered as a Domestic Partner, as provided by and subject to the provisions of Chapter 142 of the Minneapolis Ordinances or the Ordinances of any other Minnesota City. The Employee and his/her domestic partner shall also have the option of completing and signing a confidential affidavit before a registered notary regarding their mutual commitment.

13.03 Union Business Leave: The parties agree that with the proper notice as set forth below, one (1) MIA employee at a time will be permitted up to twelve (12) weeks of union business leave in a consecutive twelve (12) month period.

Upon at least three (3) calendar weeks of advanced written notice from the Union, one (1) MIA employee at a time shall be granted up to four (4) consecutive weeks unpaid leave in any consecutive twelve (12) month period for union business. In the event the employee is requesting union leave for a period exceeding four (4) consecutive weeks up to a maximum of twelve (12) consecutive weeks in a twelve (12) month period, the Union will provide at least four (4) calendar weeks of advance written notice. All such leaves and the number of employee(s) shall be extendable by mutual agreement.

The union will be responsible for all benefits and accruals during leaves in excess of four (4) calendar weeks. Following such leave, the employee shall be entitled to be reinstated to his/her former position, which includes the same schedule, hours, pay, seniority, classification and benefits.

ARTICLE XIV.
General Conditions

14.01 Discharge. Use of, or being under the influence of alcohol or illegal drugs or legal drugs without a prescription while on duty, dishonesty in any form or degree, or negligence in the performance of duty, or any other reason that constitutes just cause shall constitute grounds for discharge.

14.02 It is further agreed that employees covered by this Agreement will observe such rules and regulations as are now in effect or may be established subsequently by the management for the promotion of health and safety and the business of the Employer, as long as such rules and regulations do not conflict with this Agreement. Any new employees hired under the terms of this Contract shall be subject to a ninety (90) day probationary period during which time the Employer may continue or discontinue the services of said new employees without being bound by the above restrictions in
regard to grounds for dismissal; provided, however, that the Employer may, in its sole discretion, extend this probationary period for any particular employee for an additional period of thirty (30) days, in which event the Employer shall notify the Union and the employee involved of that decision.

14.03 In the event the Employer creates a new position that falls within the jurisdiction of the bargaining unit but is not covered by the present classification structure in this Agreement, the Employer will give notice to the Union and opportunity to bargain the proper category and rate of pay for such newly created positions.

14.04 When the Employer makes a significant change to a job/job description, the Employer agrees to meet and confer with the Union with the intent to resolve the issue. In the event a situation arises in which it is unclear whether to post a position, the parties will consider the following information on the job description to assist in making such a determination:
   - To what degree the purpose has changed
   - To what degree the qualifications have changed
   - To what degree the job duties have changed.

14.05 Absences for illness shall continue to be excused or not, pursuant to the Employer’s 2/9/11 sick leave policy. Absences due to bona-fide emergencies shall be excused where satisfactory documentation of the emergency is presented to the Employer.

ARTICLE XV.
Grievance and Arbitration

15.01 "Grievance" shall mean any dispute or question raised by the Union or an employee which involves the interpretation or application of any of the provisions of this Agreement.

15.02 On the occasion of a grievance, the employee alone or with the Union steward shall discuss the grievance with the employee’s immediate supervisor. If this discussion does not lend to settlement of the grievance within five (5) working days, the employee and Union steward shall prepare a written statement of the grievance. The written statement of grievance must be filed in the personnel office of the Employer within ten (10) working days after the event causing the grievance first occurs. The personnel officer or other designated representative of the Employer will meet and discuss the grievance with the employee and Union steward.

15.03 If the grievance is not settled within ten (10) working days of the filing of the written statement, either party may, by written notice given to the other party within five (5) working days after the expiration of said ten (10) day period, request arbitration of the dispute. In the event the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of at least five (5) arbitrators furnished by the Federal Mediation and Conciliation Service.
Upon mutual agreement, the Union and the Employer may voluntarily agree to submit the grievance to grievance mediation. The agreement to use grievance mediation does not require either party to waive its right to subsequently proceed to Arbitration.

ARTICLE XVI.
No Strike - No Lockout

16.01 During the life of this Agreement, there shall be no lockout on the part of the Employer, nor shall the Union take part in, sanction, or authorize its members to, nor shall any of its members take part in, any sit-down, stay-in, slow down, strike, sympathy strike, or any other form of work stoppage.

16.02 The Employer shall have the right to discipline up to and including discharge any employee who instigates, or participates in any activity prohibited by this Article and any such disciplinary action shall not be subject to the grievance procedure provided for in this Agreement.

16.03 The Union further agrees, in the event of any controversy between the Employer and any other group or organization of its employees, resulting or threatening to result in any strike, stoppage of work, or other interference with the operations of the Employer, that the guards will continue to report for duty, remain at their posts, and discharge their duties in the regular manner and to discharge such other museum protection duties as their supervisors may deem necessary and proper under such circumstances. Failure of the Union to immediately enforce this Section after receiving written notice of a violation of any provision thereof will constitute cause for immediate termination of this Agreement. Any violation of a provision of this Section by an employee, may be cause for such disciplinary action as the Employer may deem warranted in its sole discretion.

ARTICLE XVII.
Retirement Plan

17.01 All employees covered under this Agreement shall be entitled to participate in the pension plan established by the Employer for the benefit of its employees in accordance with the terms and provisions of said plan. Base wages and overtime wages are both included in plan calculations.

ARTICLE XVIII.
Hospitalization

18.01 The Employer agrees to provide, for all regular full-time employees who have passed their probationary period, group health and group life insurance benefits. Said insurance benefits shall be provided to all regular part-time employees who normally work 18.75 hours or more per week on a pro rata basis based upon the number of hours normally worked per month by such an employee.
Full-time Local 26 employees will receive the same insurance subsidy and health plan options that are given to all other full-time MIA employees. For employees who work part-time, the rate is figured on a prorated basis, depending on the number of hours they are scheduled to work.

Employees who maintain a Registered Domestic Partnership, as provided by and subject to the provisions of Chapter 142 of the Minneapolis Ordinances, or the Ordinances of any other Minnesota City, may elect health insurance coverage under the Single+1 or Family options and/or supplemental dependents' group term life insurance, subject to all other eligibility requirements for such coverage. The Employee and his/her domestic partner shall also have the option of completing and signing a confidential affidavit before a registered notary regarding their mutual commitment.

ARTICLE XIX.
Non-Discrimination

19.01 Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex or age, marital status, disability, handicap or sexual orientation.

ARTICLE XX.
Agreement Period

20.01 This Agreement shall be in effect from August 15, 2014, through June 30, 2017, and shall automatically renew itself for additional yearly periods thereafter commencing July 1, 2017, unless on or before May 1, 2017, or on or before May 1 of each subsequent year, either party gives notice in writing to the other of their intention to change any of the terms and provisions of this Agreement. In such event, negotiations shall commence immediately after such written notice is given.

ARTICLE XXI.
Scheduling

The parties agree that scheduling and sign-ups must be fair and equitable and agree that regular officers must be allowed to plan their schedules. All hours scheduled or posted through sign-ups shall first be offered to union members, with the exception of (a) exhibitions; and (b) events as set forth in Article 21.04. Nothing in this Article changes Article 3.

21.01 The “initial scheduling process” is defined as the regular scheduled hours for officers. For purposes of the initial scheduling process, regular flex officers’ schedules will be up to 25 hours per week. After the initial scheduling process is completed, open shifts will be scheduled as set forth below.
21.02 All open shifts shall be awarded by seniority provided that, in the opinion of MIA, the regular officer is qualified, suitable and available. Where, in the opinion of MIA, officers are equally qualified, seniority shall be the determining factor.

21.03 All open straight time shifts, which MIA knows or should reasonably know about will be visibly posted and officers shall bid on these open shifts as follows:

- When MIA knows or reasonably should know two (2) months or more in advance, it will be visibly posted for two (2) weeks to allow regular officers to bid on the open shift during this time period.
- When MIA knows or reasonably should know five (5) weeks but less than two (2) months in advance, it will be visibly posted for one (1) week to allow regular officers to bid on the open shift during this time period.

These open straight time shifts will be awarded to regularly scheduled officers, then to flex regular officers, and then to casuals.

Anything less than five (5) weeks will be scheduled first with flex regular officers and then with casuals.

MIA shall provide flex officers their schedule at least ten (10) days in advance, except in the case of emergencies. During emergency situations, MIA must notify the Union stewards immediately.

21.04 For events, flex regular officers will be scheduled first. If shifts remain unfilled, casuals can then be scheduled for these events provided that at least four (4) of these remaining shifts are awarded to regular officers provided they sign-up. Where applicable, bid awards will be paid according to Article 5.07.

21.05 If awarding an open shift shall result in overtime or premium pay, MIA shall award these shifts by seniority to all regular officers who sign up and who are qualified, suitable and available. Where, in the opinion of the Employer, officers are equally qualified, seniority shall be the determining factor.

21.06 For purposes of Article 5.06, in the event a regular officer cannot work a shift, the regular officer shall be allowed to trade and cover shift(s) with another qualified regular officer. MIA shall be notified seventy two (72) hours before the start of the scheduled shift. MIA has the right to deny the shift change if it results in overtime pay for officers who would not have been in overtime in the original schedule.

21.07 Article 21 excludes sick calls.
IN THE PRESENCE OF:

MINNEAPOLIS INSTITUTE OF ARTS

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 26

9/8/14

9/11/14