

MINNESOTA ORCHESTRAL ASSOCIATION

AND

SERVICE EMPLOYEES UNION LOCAL 26

TERM OF CONTRACT

September 1, 2014

To

August 31, 2016

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AGREEMENT

This agreement made and entered into this 29th day of August, 2014 by and between the Minnesota Orchestral Association, hereinafter referred to as the Employer, and the Service Employees Union, Local No. 26, CLUC, hereinafter referred to as the Union.

WITNESSED

WHEREAS, the employees of the Employer have elected to bargain collectively with their Employer, and for said purpose a majority of same have affiliated themselves as members of the Service Employees Union, Local No. 26, CLUC, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

ARTICLE I

Recognition

- 1.01 The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions, and further recognizes the Union as the sole and exclusive collective bargaining agency for all employees classified herein and for other employees who may in the future be represented by the Union.
- 1.02 In the event of a Union dispute over jurisdiction of work performed by employees classified herein, it is understood that as a result of such dispute, the Employer shall not be required to pay two people to perform the same job or to employ more employees than are normally required.
- 1.03 The provisions of this Agreement establish minimum standards for full-time employment. Nothing in this Agreement shall limit the right of the Employer in its sole discretion to pay an individual full-time employee more than the minimum hourly rate required by this Agreement or to enter into an individual agreement with any full-time employee providing other more favorable terms of employment than required by this Agreement. Any such individual agreement shall apply to the employee as an individual and not to the job.
- 1.04 The Employer shall not discriminate against an employee because of membership in the Union.

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, on the thirtieth day following the date of the signing of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date of the signing of this Agreement, shall, on the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later, become and remain members in good standing in the Union.
- 2.02 At the request of an authorized official of the Union, the Employer shall furnish the Union a monthly list of new hires of that Employer.
- 2.03 **DUES WITHHOLDING:** The Employer agrees to withhold from the wages of each employee covered by this Agreement, and pay to the Union, all initiation fees and dues required by the Union. The Employer shall deduct such dues and initiation fees (after thirty days of employment) from each paycheck (if the employee has worked 12 or more hours in that pay period) and forward the amount with a list of employee names and addresses and deduction of each to the Union. The Union shall notify the Employer in advance of any changes in dues or initiation fees, in writing. The Union agrees to indemnify and save harmless the Employer from any and all liabilities it may suffer as a result of agreeing to be bound by Section 2.03, including court costs and reasonable attorney's fees. All dues and initiation fees are due in the Union office no later than the fifteenth (15th) of the month following said deductions.
- 2.04 **INITIAL PERIOD OF EMPLOYMENT:** All employees hired after the effective date of this Agreement shall be subject to a probationary period of sixty (60) working days. This time will allow the Employer to evaluate them and their abilities in depth and also allow them a period of time to decide whether their respective position is of the nature to which they are best suited. During this period, the employees shall be represented by the Union but shall not be covered by any of the terms and conditions of this Agreement and may be discharged with or without cause and without recourse to the grievance procedure of this Agreement. Employees within this initial period of employment may be disciplined or discharged for performance difficulties, without prior warning.

ARTICLE III

Physical Requirements

3.01 In any case where there is a question as to the employee's ability to carry on or do the work, the Employer shall have the right to require a physical examination, and if such employee is found to be physically unfit to perform his or her duties, the employment relationship may be terminated. The Employer shall also have the right to require a physical examination of new employees. If the Employer requires an employee to submit to a physical examination, the Employer shall select the physician and pay the expense of such physical examination. In the event of a difference of opinion between two physicians as to the condition of the employee, the Union and the Employer shall mutually agree on a physician to make a further examination of the employee and the report of this physician shall be binding on both parties.

ARTICLE IV

Hours of Work – Starting Time – Classifications

4.01 Straight time and premium pay hours of employment and duties for employees coming within the jurisdiction of this Agreement shall be as follows:

- (1) Building Service Cleaner
 - a. Performs routine repetitive cleaning within auditorium, lobbies, corridors, stairways, bathrooms and other related areas of Orchestra Hall. Cleans the administration offices. Cleans, scrubs and sanitizes washrooms and dressing rooms. Cleans tile and mirrors. Renews towel and paper supplies. Empties wastebaskets and trash receptacles, placing refuse at the dock for removal. Removes trash from ring corridor coat lockers on a periodic basis as directed by supervisor. Dusts, cleans and polishes furniture, fixtures, furnishings, railings and ledges. Uses standard cleaning agents, including soaps, polishes and glass cleaners. Uses light duty cleaning equipment such as brooms, dust mops or portable vacuum cleaners. Scrubs and cleans floors and carpeting with heavy duty industrial scrubbing machine using strong industrial chemicals within OSHA standards. Dries floors with heavy duty industrial wet or dry pick-up vacuum. Mops floors and applies floor seal with mop. Sweeps floors with floor brush or treated dust mop. Cleans bathroom stone surfaces, walls, mirrors and fixtures. Collects waste paper. After

replenishing supplies, changes incandescent and fluorescent lights that can be reached with a six-foot stepladder. Makes simple oral or written reports to work supervisor. Contacts supervisor in the event of building emergency or hazard. Secures building at end of shift as needed. These examples do not include all possible tasks in this work and do not limit the assignment of related tasks in any position of this class.

- b. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and paid for at the rate of one and one-half the straight time hourly rate of pay.
- c. When a part-time employee reports for his or her regular shift, the Employer guarantees a minimum work call of three (3) hours at the employee's regular pay.
- d. The weekly Monday through Sunday schedule for part-time employees shall be available by 3:00 pm on the previous Thursday.

(2) Maintenance Worker

- a. Performs maintenance work and grounds keeping work at Orchestra Hall and other related locations of the Association. Sweeps and shovels snow and debris from steps, sidewalks and drives. Cuts, rakes, weeds, seeds, edges, trims, prunes and waters lawns and shrubbery. Changes incandescent and fluorescent lights which can be reached by an eight (8) foot stepladder. Moves furniture, office equipment, tables, chairs, refuse, garbage, supplies and various kinds of heavy equipment. Sets up equipment and furniture required for meetings at Orchestra Hall. Makes repairs to cleaning equipment and the Hall. Does carpentry work such as repairing doors and windows. Landscape, electrical, painting, taking down walls and building rooms and all other related maintenance duties excluding stage equipment, which do not require calling in a union plumber, electrician, air-conditioner repairman and the like. Washes windows that can be reached without undue hazard. Accesses and secures the building. Makes simple oral or written reports to work supervisor. Contacts supervisor in the event of building emergency or hazard. Must be able to perform all Concert Cleaner classification duties, plus other maintenance duties as assigned by supervisor.
- b. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime and paid for at the rate of one and one-half the straight time hourly rate of pay.
- c. The employer shall provide a \$10.00 meal per diem for full-time employees whose shifts last longer than ten (10) hours.

- d. When a full-time employee reports on a day when s/he has not otherwise reported, the Employer guarantees a minimum work call of four (4) hours at the employee's regular hourly rate of pay.

(3) General Conditions

- a. All employees shall be entitled to a fifteen (15) minute relief period for each four (4) hour period worked, according to such reasonable procedures as the Employer may establish without reduction in pay. Meal breaks in excess of these relief periods shall be considered unpaid time.
- b. Overtime work shall normally be assigned to the employees who perform the work in the building during regular work hours and overtime work shall be distributed among those employees as equally as possible consistent with meeting the needs of the Employer.
- c. The Employer may appoint one concert cleaner as crew leader and shall pay this employee, while employed as lead person, twenty-five (25) cents per hour above the basic hourly contract rate for concert cleaners. The lead person must have completed their probationary period prior to appointment. The Employer shall review the performance of the lead person at thirty (30) days and sixty (60) days after appointment. Based on this review the Employer may increase the lead person's hourly rate to fifty (50) cents above the basic hourly rate. The lead person is responsible for performance of the crew and sees that all duties assigned to the crew are completed in compliance with the guidelines set forth by the Employer.

ARTICLE V

Holidays

5.01 The Employer agrees to provide full-time employees the same holidays as provided for the staff of the Minnesota Orchestral Association.

Regular full-time staff is eligible to receive regular pay for the following major Holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Major holidays falling on the weekend shall be observed on the previous Friday or following Monday.

Whenever Christmas Day or New Year's Day fall on Tuesday through Friday, staff shall work a half-day on Christmas Eve Day and New Year's Eve Day. Regular full-time staff shall receive an additional four hours of

holiday pay for each day. Part-time staff required to work on Christmas Eve Day or New Year's Eve Day after offices close shall be compensated at one and one-half times their base hourly rate.

If Christmas Day or New Year's Day falls on a Saturday or Sunday, the holiday is observed on the preceding Friday or following Monday. An additional one-half day will not be paid for Christmas Eve or New Year's Eve in those circumstances.

Part-time employees asked to work on a major holiday (or day designated in lieu thereof) shall be compensated at one and one-half times their base hourly rate for all hours worked. Hours worked on a holiday are included for purposes of computing overtime.

Full-time employees asked to work on a major holiday shall be given an alternate day off as is mutually convenient to the employee and the Employer.

A holiday falling during a scheduled vacation period shall be counted as a holiday and not a day of Paid Time Off (PTO). Holidays falling during any leave without pay shall not be paid. Holidays falling during short-term disability shall be paid at 2/3rd salary.

ARTICLE VI

Paid Time Off

6.01 Paid Time Off accrues on a monthly basis, with the first accrual occurring at the end of the first month of employment. Paid Time Off accrual is determined by the length of an employee's continuous full-time employment and shall be reflected in hours versus days for record-keeping purposes.

6.02 Full-time employees who are scheduled to work 40 hours per week shall receive the following accruals:

<u>Continuous Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>	<u>Maximum Paid at Termination*</u>
Less than 3	10.67 hours	128 hours	40 hours
More than 3 but less than 5	12.00 hours	144 hours	40 hours
More than 5 but less than 10	14.00 hours	168 hours	40 hours
More than 10 but less than 15	17.33 hours	208 hours	40 hours
More than 15	20.67 hours	248 hours	40 hours

- 6.03 Time off must be requested and approved in advance so as not to disrupt the operation of the department.
- 6.04 Employees are able to accrue a Paid Time Off balance up to one times their annual accrual plus forty (40) hours. After the balance reaches this limit, additional time off shall not accrue until the balance falls below the maximum. Maximum carryover from one fiscal year to the next shall be forty (40) hours.
- 6.05 Employees on a leave of absence without pay shall not accrue Paid Time Off while on leave. Upon return to work, Paid Time Off shall accrue at the rate in effect prior to the leave.
- 6.06 Full-time employees hired after the date of this Agreement shall be subject to the PTO policy in effect for non-union staff members at that time.
- 6.07 *Employees terminated for behavior that the Association classifies as misconduct (including, but not limited to, misappropriation of assets, misstatement of records including financial results, altering or forging documents, misrepresenting the Association to a third party or commitment of a crime) shall not be paid accrued PTO hours.

ARTICLE VII

Sick Leave and Leaves of Absence

- 7.01 Full-time employees shall be credited one day of sick leave for each full calendar month of employment until 800 hours has been accumulated. No additional sick leave shall be credited after 800 hours have accumulated.

A full calendar month is measured from the first day to the last day of the month in the calendar. For example, an employee hired February 10th would accrue the first day of sick leave after working the full month of March. Income replacement benefits available to an employee from other sources, such as Workers' Compensation shall be coordinated with the amount of sick pay/salary continuation payments so that with combined payments an employee may receive up to seventy percent (70%) of the employee's daily pay. Employees may be requested to submit to a medical examination. All medical leaves must be supportable by a physician's statement when requested. Employees shall be required to inform a supervisor each day of absence in order to be compensated for the days they were absent. Failure to comply shall result in discontinuation of sick pay and could result in termination.

- 7.02 An employee shall be granted a leave of absence without pay for sickness,

recuperation from surgery or for other justifiable reasons. Such leave of absence shall be granted upon application by the employee. A written memorandum of such leave is to be given the employee and a copy mailed to the Union. Authorized leaves of absence shall not extend beyond three (3) months except in cases of sickness in which event; the leave of absence may be extended to a twelve (12) month period.

ARTICLE VIII

Wages

8.01 The rates of pay for full-time maintenance and building services employees during the term of agreement shall be as follows:

Effective	9/1/2014	9/1/2015
M. Level I	\$17.85	\$18.38
M Level II/BSC	\$13.44	\$14.62

The base rate of pay for part-time Building Service Cleaners during the term of this Agreement shall be as follows (subject to the conditions of Section 8.02):

Effective	9/1/2014	9/1/2015
Base Rate	\$12.39	\$12.76

Employees currently paid above these minimum rates receive the same across the board increase of 2% on 9/1/2014 and 3% on 9/1/2015.

8.02 New employees may be paid less than the hourly contract wage rate for their classification of employment for the first ninety (90) days of their employment on the following schedule:

First 30 days	\$.45 less
Second 30 days	\$.30 less
Third 30 days	\$.15 less
Thereafter	Hourly contract wage rate

8.03 Operators of machines (carpet cleaning machines, scrubbing machines, buffing machines and self-propelled sweeping machines) which the operator rides shall receive an additional twenty cents (\$.20) per hour above the basic hourly contract rate for their normal classification for the

time worked in operating such machines. The assignment of personnel to operate such machines is the sole prerogative of the Employer with due consideration for seniority and ability.

- 8.04 Where an employee is assigned duties in more than one classification of work, such employee shall be paid a wage commensurate with the classification of work performed for the hours actually worked under that classification.
- 8.05 Regular pay periods shall be every two (2) weeks.
- 8.06 Each regular full-time employee shall receive \$5.00/week additional pay once ten (10) years of service have been completed. An additional \$5.00/week will be added once twenty (20) years of service have been completed. For this clause only, Kenneth Lorence will move to, and remain at, the twenty (20) years of service level effective September 1, 2014.

ARTICLE IX

Arbitration

- 9.01 Any controversy arising over the interpretation or adherence to the terms and provisions of this Agreement shall be settled promptly by negotiation between the Union and the Employer. If the controversy cannot be so settled within ten (10) days after it has been presented to the other party, it shall be referred to a Board of Arbitration composed of one (1) representative selected by the Union, one (1) representative selected by the Employer and a third neutral member selected by the first two (2). Should the first two (2) representatives be unable to agree on a third neutral member within five (5) days after the expiration of the above ten (10) day period, such neutral members shall be selected from a panel of five (5) persons submitted by the Federal Mediation and Conciliation Service. Such third neutral member shall act as Chairman of the Arbitration Board. A majority decision of such board shall be final and binding on all parties concerned. Each party shall bear the expense involving their own people and shall share equally the expenses of the neutral chairman.
- 9.02 All grievances arising under this Agreement must be filed in writing with the other party within ten (10) calendar days after their original occurrence in order to be eligible for arbitration as provided therein. If they are not filed in writing as stated above, they shall automatically become null and void.
- 9.03 The Union agrees that there shall be no strike or picketing of the Employer's business by the Union or its members unless the Employer has

refused to arbitrate or refused to abide by an arbitration decision under this Article IX.

9.04 The Employer agrees that he shall not lock out his employees unless the Union has refused arbitration or refused to abide by an arbitration decision under this Article IX.

ARTICLE X

Servicemen

10.01 All laws governing the rights and privileges of honorable discharged servicemen (military and naval service) pertaining to re-employment shall be applied and adhered to.

ARTICLE XI

Insurance

11.01 The Employer agrees to provide full-time employees the same benefits and insurance coverage as provided for the staff of the Minnesota Orchestral Association.

ARTICLE XII

Funeral Leave

12.01 A full-time employee who has completed his/her probationary period shall be entitled to a leave of absence of up to five (5) days with pay for a death in their immediate family (spouse, child, parent, step-parent, sibling or domestic partner). For other family members, a leave of absence of up to two (2) days with pay shall be granted. For close friends, one-half day of paid funeral leave shall be granted.

ARTICLE XIII

General Conditions

13.01 The authorized representatives of the Union are hereby granted the right to enter the Employer's place of business when on Union business and

the Employer or his agent shall give such representatives access whenever the Union deems such visits necessary. This shall not be applied in an unreasonable manner.

- 13.02 The Union agrees to cooperate with the Employer in an effort to increase efficiency and reduce operating costs by means of work simplification, new and improved work methods and rearrangement of work schedules, provided that these procedures do not result in an unreasonable work load for any employee.
- 13.03 It is specifically recognized and agreed by the Union on behalf of the employees that it has had full and complete opportunity to bargain fully on any and all subjects pertaining to the employer-employee relationship and that nothing contained herein shall in any way be construed as limiting or interfering with the Employer's inherent right to manage and operate his property and his business as he so desires; provided, however, that such management and operation does not result in a violation or violations of the terms of this Agreement and it is the further intention of the parties hereto that the Union's right to represent the employees of the Employer extends only to such matters as are specifically mentioned and set forth in this contract and that all other rights are reserved to the Employer.
- 13.04 It is the further intention of the parties hereto that nothing contained herein shall prohibit the Employer from having the work performed by the various classifications of employees mentioned in Article VIII of the contract, performed by persons other than employees of the Employer. However, the Employer does agree to meet and discuss with the Union any such change before it is implemented.
- 13.05 Notice of voluntary resignation shall be given in writing at least two (2) weeks in advance. Failure to do so shall result in the loss of payment for accrued PTO benefits, if applicable.
- 13.06 Any employee may be terminated for just cause. At least one (1) verbal and one (1) written warning shall be given by Employer prior to notice of termination. In circumstances where egregious behavior has occurred, one or both warnings may be omitted.
- 13.07 Full-time employees required to serve on jury duty shall be paid the difference between their rate of pay and their jury duty pay for regularly scheduled workdays. Supervisor notification is required in advance to allow work coverage. Upon returning from jury duty, a copy of the jury duty pay voucher shall be provided to Payroll so adjustments can be made.

ARTICLE XIV

Saving Clause

14.01 Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently enacted legislation, or act of any authorized agency of government or by the decree to a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of this contract. Portions so invalidated may then be re-negotiated, at the written request of either party, to conform to the wishes and intent of the parties hereto.

ARTICLE XV

State and Federal Laws

15.01 It is the intent and purpose of the parties to this Agreement to abide by and comply with all laws, both state and federal, and the decisions and rulings of all courts, tribunals and boards, both state and federal that may legally affect this Agreement. It is the belief of the parties hereto that this Agreement does so comply with all such laws, decisions and rulings. If, however, the Agreement and the employer-employee relationship set forth herein is not in compliance with any such present law, decision or ruling which may be enacted or promulgated in the future, the parties hereto agree to accept and comply with any such federal or state law, any such federal or state court decision or the ruling of any such state or federal board or tribunal.

ARTICLE XVI

Management Rights Clause

16.01 All managerial rights are reserved to the Employer except as otherwise limited by a specific provision of this contract.

ARTICLE XVII

Retirement Benefits

17.01 Retirement benefits shall be available for personnel covered by this Agreement as provided for in the Minnesota Orchestral Association Defined Contribution Retirement Plan – eligibility and vesting information are included in Plan documents. During the term of this contract, the maximum contribution from the Minnesota Orchestral Association shall be 7% of total compensation if employees contribute at least 2.5% of their total compensation to the Tax Sheltered Investment Program through TIAA-CREF (if employees do not contribute at least 2.5% of their total compensation to the Tax Sheltered Investment Program, the contribution from the Minnesota Orchestral Association shall be 2.5% of total compensation).

ARTICLE XVIII

Committee on Political Education Fund

18.01 The Employer agrees to make payroll deductions for each employee who authorizes such deductions in writing in amounts and at the time stated in the authorization into the Union's Committee on Political Education fund. The Employer agrees to remit the amount deducted to the Union within seven (7) days after the deductions are made by the Employer. The Employer shall retain one-half of one percent of the amount deducted as the reimbursement to the Employer.

ARTICLE XIX


Term of Agreement

19.01 This agreement supersedes all previous agreements between the parties hereto, and shall be in full force and effect for a period of twenty-four (24) months; that is, from September 1, 2014 to and including August 31, 2016, and shall continue from the latter date, and year to year thereafter, unless terminated as follows: either Party may terminate this Agreement or request amendments thereto on September 1st of any year thereafter by giving to the other party sixty (60) days written notice prior to

September 1, 2016, or September 1st of any year thereafter in which termination or amendments are requested.

IN WITNESS THEREOF, the undersigned have caused this agreement to be duly executed in behalf of the parties this 29th day of August, 2014.

MINNESOTA ORCHESTRAL
ASSOCIATION

By 
Bryan Ebensteiner
Vice President of Finance

By 
Dan Kupfer
Director of Facilities

SERVICE EMPLOYEES UNION
Local 26

By 
President