

MINNEAPOLIS INSTITUTE OF ART

AGREEMENT

THIS AGREEMENT, made and entered into by and between the MINNEAPOLIS INSTITUTE OF ART, hereinafter referred to as “Employer” or “Mia”, and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 26 hereinafter referred to as the “Union”.

MISSION STATEMENT

The Minneapolis Institute of Art enriches the community by collecting, preserving, and making accessible outstanding works of art from the world’s diverse cultures.

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 Art.

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, including phone numbers, home address, email address and pay rate, and the amounts

which have been deducted for dues. Mia will also submit contact information for casual employees.

Any employee who has authorized payroll deduction of dues or an amount equal to dues or service fees may revoke authorization for those payroll deductions by giving written notice to both the company and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the company and the Union, whichever occurs sooner. The company will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the union.

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 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.
- 2.04 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 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 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.

- 2.05 Any change to state or federal law that affects Union Membership, the parties will reopen Article 2 of the contract to bargain about the impact of said changes.
- 2.06 The company shall allow a union steward or representative to address new employees for 30 minutes at the new employee orientation. The Company will schedule this 30-minute opportunity, which takes place on paid time for new employees. The Company agrees that it will pay the union steward (but not a union representative) for his/her time.

ARTICLE III.
Employee Categories

- 3.01 Regular full time employees, for the purpose of health care benefits, shall be any employees working a regular work week consisting of thirty (30) hours or more. Regular full time employees, for the purpose of all other 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 regularly work less than 30 (30) 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. The Employer agrees, upon a showing of interest of a majority of the casual employees, to voluntarily recognize such casuals and commence bargaining as soon as practicable.
- 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 three (3) 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 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 and Stewards will be notified in advance of all instances of outsourced bargaining unit work, and all outsourced bargaining unit work to individuals placed on the Employer's payroll directly shall be paid at no less than the rates for union members herein.

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 nine (9) 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 A ten dollar (\$10.00) 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 or extended public hours for special exhibitions 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 special meetings or event work ('signups') outside of their regular schedule shall receive a minimum of two (2) hours of straight time pay for their participation, unless the meeting or event timeline extends past a two (2) hour mark, at which time the employees shall receive straight time pay for the meeting or event in it's entirety. This provision shall not apply if the Employer has notified employees not to report with two (2) hours advance notice.
- 5.09 Mandatory Trainings shall be communicated to the employees a minimum of forty-five (45) days in advance, and employees who report for participation in Mandatory Trainings shall be paid at the rate of time and one-half (1 ½) for participation in the training.
- 5.10 With the exception of exhibitions, all hours scheduled or posted for sign-ups shall first be offered to union members, including but not limited to public hours for Friday nights.
- 5.11 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.
- 5.12 Except in cases of bona-fide emergencies, flex guards shall not be required to work more than 12 hours and shall not be required to return to work again without at least ten (10) hours off unless they volunteer to do so.
- 5.13 When flex guards are scheduled to work 6 or more consecutive days, they shall receive two consecutive days off.

ARTICLE VI.
Vacations

- 6.01 Each regular employee who has completed one (1) full year of employment, but less than three (3) years of employment shall receive ten (10) working days, or 80 hours 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 three (3) years of employment but less than five (5) years of employment, shall receive up to twelve (12) working days, or 96 hours paid vacation.
- 6.03 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, or 120 hours paid vacation.
- 6.04 Each regular employee who has completed ten (10) full years of employment shall receive twenty (20) working days, or 160 hours paid vacation.
- 6.05 Each regular employee who has completed twenty (20) full years of employment shall receive up to twenty five (25) working days, or 200 hours paid vacation.
- 6.06 Regular part-time employees accrue vacation prorated to the full-time employee accrual rates stated in sections 6.01, 6.02, 6.03, 6.04, 6.05, and 6.09.

- 6.07 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.
- 6.08 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 three (3) month rolling calendar. Example:

requests due by February 15 for May 1 - May 30
requests due by March 15 for June 1 – June 31
requests due by April 15 for July 1 –July 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 two (2) calendar weeks of each monthly deadline. If the employee does not hear back, they should contact their manager directly regarding their request.

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 Mia.

- 6.09 If an employee is eligible for ten (10) or twelve (12) working days per year (1 to 5 years of service), 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) or more working days of vacation per year (10 years or more of service), may accumulate a maximum of thirty-three (33) days.
- 6.10 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.
- 6.11 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 employees working a minimum of 18.75 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, per their selection, on the basis of one-half (1/2) for each one (1) day of said excess accumulation. If any employee fails to communicate a quarterly selection to the appropriate Employer Representative by the Employer's specified date, that quarterly option will be selected by the Employer in their stead.
- 7.03 Employees working less than 18.75 hours per week will accumulate 1 hour of sick leave for every 30 hours worked. This benefit is designed to comply with applicable state and local laws regarding paid time off and shall be modified if such laws change during this Agreement.
- 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 family as defined in applicable state or local law. 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 thirteen (13) paid holidays per calendar year: Ten (10) regularly assigned holidays, and three (3) personal holidays:

New Year's Day	Indigenous People's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Independence Day	3 Personal Holidays
Labor Day	

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 their basic hourly rate for the hours actually worked during said holiday.
- 8.04 An employee works on a holiday when they work 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 they shall receive one and one-half (1-1/2) times their basic rate of pay for such time actually worked, regardless of when their 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 their hourly basic rate for the hours actually worked even though the employee has not completed their regular work week of forty (40) hours; however, no full-time employee will receive more than two and one-half (2-1/2) times their 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 their basic rate for time actually worked on said days.
- 8.06 Any part-time employee required to work on any of the ten (10) legal holidays described above shall receive one and one-half (1-1/2) times their basic hourly rate for the hours actually worked by them 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 ten (10) legal holidays described above.
- 8.07 Any eligible part-time employee required to work on any of the ten (10) legal holidays described above shall receive one and one-half (1-1/2) times their basic hourly rate for the hours actually worked by them 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 ten (10) 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 their last scheduled work day immediately preceding the holiday and on their first scheduled work day immediately following the holiday, and on the actual holiday if normally scheduled to work the holiday, unless their 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:

- \$1.75 per hour effective July 1, 2023
- \$1.25 per hour effective July 1, 2024
- \$1.00 effective July 1, 2025

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

	7/1/2023	7/01/2024	7/1/2025
Captain	\$28.12	\$29.37	\$30.37
Lieutenant	\$26.81	\$28.06	\$29.06
Control	\$25.80	\$27.05	\$28.05
Perimeter Guard, Ramp, Lot	\$24.46	\$25.71	\$26.71
Monitoring Station Officer (MSO)	\$24.00	\$25.25	\$26.25
Security Patrol Officer (SPO)	\$22.17	\$23.42	\$24.42
Gallery Guard	\$20.76	\$22.01	\$23.01

Note: Assistant SPO will receive a differential of \$.60 per hour for the entire shift when assigned Assistant SPO duties during public hours on second or third floor (and first floor only on Thursday evening, Friday evening, Saturday and Sunday).

9.02 When an employee in one classification works or is trained for two (2) 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.

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

- Captain
- Control
- Perimeter

Flex Regulars are entitled to shift differential when employed for non-public hour events.

Fifty cents (50¢) per hour differential for 2nd Shift and seventy-five cents (75¢) per hour differential for 3rd Shift. Shift differential is not payable for special events.

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

5 – 9 Years = \$150.00

10 – 14 Years = \$225.00

15 – 19 Years	= \$300.00
20 – 24 Years	= \$375.00
25 – 29 Years	= \$450.00
30+ Years	= \$525.00

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

- 9.05 When the museum declares any closure as the result of an 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, the additional pay shall extend to midnight of the calendar day on which the Museum's declares that the emergency has ended.
- 9.06 In the event that an employee has two or more pay rates, any time off will be paid at their normally scheduled rate.
- 09.07 Captains and Lieutenants are not trained for first responder treatment or trained to restrain or subdue individuals and they are not expected to provide these services. Captains and Lieutenants are non-use of force positions.
- 09.08 Security Officers, of all classifications, are exposed to the risk of violence in the workplace, active shooter events and medical emergencies. MIA will provide a full training program by July 1,2024, including the following training subjects: CPR/FA, Narcan Use, and Active Shooter.

ARTICLE X.
Uniforms

- 10.01 Where any kind of uniform is required the Employer shall furnish the top portion of the required uniform, such as shirts and sweaters, and if applicable, outwear such as jackets. Employees will be reimbursed up to \$100 per year towards the purchase of pants or skirts upon submission of receipts. The employee will furnish shoes and socks.

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 with Employer. 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, unless the employee has not worked for more than 12 consecutive months, in which instance, seniority shall not apply to recall rights. The loss of seniority will only be effective for future layoffs, and not for lay-offs that happened before the effective date of this Agreement. 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 their employment if eligible and capable of working in any other position occupied by another Employee with less seniority, provided they have 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 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.

- 12.05 Schedule bids should be conducted by following the Rebid Procedure Agreement made and entered into by the Employer and the Union.
- 12.06 The union will be notified within 45 days of a vacancy if the position is not to be refilled.

ARTICLE XIII. Leave of Absence

- 13.01 Employees shall be granted a medical leave of absence 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 Head 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 nine (9) months. Pay for medical leaves of absence will be determined by the Employer's Paid Leave Policy first, and then the employee may use their accrued sick, vacation or personal time, or short-term disability, if eligible under that plan.
- 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 five (5) 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 their 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 Progressive Discipline Policy

A. It is hereby agreed that the Employer has the right to discipline an Employee for sufficient and reasonable cause. Except as described in this section, progressive discipline shall be used to correct the problem. Discipline shall be appropriate to the offense and consistent with the Employer's practices for similar situations. The Employer has 10 days to issue disciplinary action, after an event has occurred.

Discipline will normally be in the following order:

- a. Verbal Warning
- b. Written Warning
- c. Suspension. A suspension may be paid or unpaid depending on the specific situation.
- d. Discharge

The Employer may depart from the above order of discipline depending on the seriousness of the Employee's alleged misconduct and the harm caused to other Employees, the Employer or the public. After 12 months if no further disciplinary action is taken for a similar offense, prior verbal warnings or written warnings will not be used in any further disciplinary action for the same offense. The disciplinary record will, however, remain a part of the Employee's personnel record.

The Employer reserves the right to suspend any Employee – with pay – pending the outcome of an investigation and such investigatory suspension shall not be considered disciplinary.

The Employer will provide copies of written discipline placed in an employee's personnel files to the Union Office.

- 14:02 Discharge. Use of, or being under the influence of alcohol or illegal drugs or using legal drugs in a manner not consistent with the 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.
- 14.03 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.
- 14.04 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.
- 14.05 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.
- 14.06 Absences for illness shall continue to be excused or not, pursuant to the Employer's current sick leave policy. An absence taken as a paid sick day immediately before or after a holiday or scheduled vacation (when the employee has used three sick days or fewer in the previous six months), shall be excused. Absences due to bona-fide emergencies shall be excused where satisfactory documentation of the emergency is presented to the Employer.
- 14.07 At each LMC meeting, the Employer will provide an update on the status of any open positions.
- 14.08 Membership at Mia: Each regular full-time, regular part-time, and flex employee, following probation, shall receive free membership at the Minneapolis Institute of Art, which shall include full membership benefits at the Contributing Member level. In addition, staff shall receive free passes to all ticketed special exhibitions and for other ticketed events with a cost. Staff shall, when space allows as determined by the hosting

department, receive a discount above and beyond any regular membership discount on such tickets.

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, unless either party fails to abide by an arbitration award and State and Federal laws with reference to strikes and lockouts have been complied with.

The employer shall have the right to discipline up to and including discharge of any employee who instigates or participates in any activity herein prohibited and such disciplinary action, shall not be subject to the grievance procedure provided for in this agreement, provided, however the question of whether or not a particular Employee instigated or participated in such an activity may be submitted to said grievance procedure.

The Union agrees that during the term of this agreement and during any negotiations which may continue following the expiration of this agreement, neither the Union or its members shall attempt to prevent guards or persons who services are important to the repair or preserving of the of particular works of art, whether or not said card or other

persons are part of the bargaining unit, from discharging their duties and the Union will not establish picket lines deter such persons from entering the premises of the Employer. In the event a picket line is established by the Union, during these negotiations which occur relative to a new contract, following the expiration of this agreement and the Employer desires the services of a member of the bargaining unit for repair or preservation of a work of art, the Employer shall so notify the Union and the Union shall authorize such Employee or Employees to pass through the picket line for the purpose of preserving such services.

No Employee covered by this agreement shall be penalized for refusal to cross a legally sanctioned primary picket line established at the Minneapolis Institute of Art by SEIU local 26.

ARTICLE XVII. Retirement Plan

- 17.01 All employees covered under this Agreement shall be 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. Employees may make their own contributions from date of hire. Human Resources will enroll the employee for Mia's contributions once the employee has met the eligibility requirements under the plan, regardless of whether the employee is making their own contributions.

ARTICLE XVIII. Hospitalization

- 18.01 The Employer agrees to provide, for all regular full-time employees who have passed their probationary period, group health, short term-disability, 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 dependent group term life insurance, subject to all other eligibility requirements for such coverage. The Employee and their domestic partner shall also have the option of completing and signing a confidential affidavit before a registered notary regarding their mutual commitment.

- 18.02 Employer agrees to maintain its current short-term and long-term disability plans that are available to all other Mia employees on the same terms, which currently provide benefits under STD for up to 26 weeks and under LTD after 180 days, each payable at 60%.

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.
- 19.02 The Employer and the Union are committed to maintaining a working environment free from all forms of illegal harassment, including sexual harassment. The Employer shall maintain and communicate an anti-harassment policy and will provide a written copy upon an employee's request. If requested by the union, the company shall allow a training on sexual harassment on work time for all employees.

ARTICLE XX.
Agreement Period

- 20.01 This Agreement shall be in effect from July 1, 2023 , through December 31, 2025.

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. If any changes need to be made to the following, the employer will meet and confer with the Union.

- 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. This shall include, but not be limited to, scheduling for Friday nights.

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, premium pay, or holiday pay for the following holidays: New Year’s Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People’s Day, Thanksgiving Day, Day before Christmas, Christmas Day, 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 ART

Date

Michael Sanders, Chief Operating Officer

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 26

Date
