AGREEMENT

between

SCIENCE MUSEUM OF MINNESOTA
ST. PAUL, MINNESOTA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70

January 1, 2019 through December 31, 2021
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THIS AGREEMENT made and entered into as of this first day of January 1, 2019, by and between the SCIENCE MUSEUM OF MINNESOTA, hereinafter referred to as the Employer, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO, White Bear Lake, Minnesota, hereinafter referred to as the Union.

WITNESSETH, that in consideration of the mutual agreements, covenants and promises herein set forth, the parties hereto mutually agree and contract with each other as follows:

ARTICLE 1 – ACKNOWLEDGMENT

Section 1. Membership. New employees shall complete a probationary period of ninety (90) calendar days with the museum. During the probationary employment period an employee is to be considered an “at-will” employee and either the employee or the employer may terminate the relationship at any time during the first ninety (90) days without recourse to the grievance and arbitration provision of this agreement.

All present employees within the unit who have been employed for thirty (30) days or more and all new employees coming within the classifications mentioned herein, after thirty (30) days of employment shall become members of the Union and shall thereafter maintain membership in good standing therein as a condition of continued employment.

Section 2. Recruiting Union Employees. The Union agrees to cooperate fully with the Employer whenever the Employer requests assistance in procuring new employees who possess the necessary qualifications for employment in the Employer’s plant, provided nothing herein shall be construed as requiring the Employer to request such assistance or consultation with the Union in connection with the hiring of new employees.

Section 3. Equal Employment Opportunity/Affirmative Action. This statement is to affirm the Science Museum of Minnesota’s policy on providing Equal Opportunity to all employees and applicants for employment in accordance with Section 183.04 of the St. Paul Legislative Code (Human Rights Ordinance) and the Rules Governing Affirmative Requirements in Employment. Further details are outlined in the Science Museum of Minnesota’s Affirmative Action Plan.
Section 4. Union Dues Check-off. The Employer agrees to deduct monthly union dues from the wages of employees covered by this Agreement who are union members. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be irrevocable for a period of more than two (2) years, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of the names of the employees and the deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. If a dispute occurs between the Union and an employee over these deductions, the Union will hold the Employer harmless for the payments made and will handle the dispute without cost to the Employer.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. Responsibility. The responsibility of the Management of the Museum to maintain discipline and efficiency in its facility and the right of Management to hire, transfer, promote, discipline and discharge employees for just cause and to relieve employees from duty because of lack of work as well as others is expressly recognized, subject to the terms and provisions of this contract and the right to appeal through the grievance procedure within.

All powers and authority of the Museum not abridged, delegated or granted by this contract are expressly retained by the Employer.

ARTICLE 3 – JURISDICTION

Section 1. Employment Classifications. During the life of this contract, the Employer shall employ or continue in its employment only such persons as come within the classifications covered by this contract on all work in connection with the supervision, operation or maintenance of steam boilers, engines of all types and classes irrespective of motive power, electric motors, dynamos, refrigerating machinery, air conditioning and heating equipment and all other equipment and appurtenances covered by this Union's jurisdiction.
Section 2. Equipment Maintenance. Engineers shall keep the equipment under their charge in good running order at all times except those repairs that could not be properly expected of an engineer.

Section 3. Normal Work Duties. Engineers shall not be called upon to do work outside of their normal duties and jurisdiction.

Section 4. Staffing. There shall be no more than one Utility Engineer position allowed per four Operating/ Maintenance Engineers, unless mutually agreed upon by the Union and Employer.

ARTICLE 4 – HOURS AND WAGES

Section 1. Defining the Work Day and Work Week/Overtime. Overtime will be paid for all hours worked or compensated for in excess of forty (40) hours in any one week.

Day employees receive a scheduled, unpaid, one-half hour lunch period; day employees who work a shift alone, night shift and weekend employees receive a paid one-half hour lunch period.

Scheduled off days are consecutive.

Overtime is distributed equally among the engineers insofar as it is reasonably possible to do so. Overtime shall be paid at the time and one-half rate for all hours worked or compensated for in excess of forty (40) hours in any one week.

In the event a holiday is recognized on a day which is not part of their regularly scheduled workweek, employees will be paid for the holiday at their regular rate of pay, in addition to their regularly scheduled 40 hours. There is no compensatory time off in lieu thereof.

Section 2. Being Called Back or Called In. Employees called back or called in after completion of their normal work day or on their days off shall be guaranteed four (4) hours pay at the appropriate overtime rate.
Section 3. Minimum Rate of Wages. Effective January 1, 2019 through December 31, 2021 the minimum hourly pay rates shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance Engineers</td>
<td>$32.49</td>
<td>$33.46</td>
<td>$34.46</td>
</tr>
<tr>
<td>Utility Engineer</td>
<td>$26.78</td>
<td>$27.58</td>
<td>$28.41</td>
</tr>
<tr>
<td>Utility Engineer II</td>
<td>$22.03</td>
<td>$22.69</td>
<td>$23.37</td>
</tr>
</tbody>
</table>

When an employee is working in more than one job classification, they will be paid the respective wage for that job classification and their pay will be based on the actual hours worked within each job classification.

Section 4. Shift Differential. All Operating Engineers working 2nd or 3rd shifts shall receive an hourly differential of forty cents ($0.40).

ARTICLE 5 – BENEFITS

Section 1. Pro-rated Benefits. Employees represented by Local 70 who work less than 40 hours per week will be eligible for benefits as provided by the Science Museum’s Benefit Provider contracts, on the same terms and conditions as employees who are not members of a bargaining unit. All full time employees working in more than one job classification shall be eligible for all benefits as outlined in this contract.

Section 2. Safety Shoe Program. As a condition of employment, all Engineers are required to wear safety shoes. This is due to the intermittent nature of working with objects or materials that would be sufficient to cause serious injury to the Engineer’s foot/feet in the event of a mishap.

- All Engineers will consistently wear safety shoes while on duty.
- All safety shoes will comply, and be marked as such, with standards ASTM F2412-05 and ASTM F2413-05.
- Safety shoes may be purchased wherever the Engineer prefers. If no source is readily available, The Science Museum of Minnesota will recommend one.
- The Science Museum of Minnesota will contribute $130.00 to the Engineer exclusively for the purchase of safety shoes on an annual
basis. It has been confirmed that this amount is sufficient to purchase a pair of safety shoes.

- The Engineer may take his/her safety shoes home for off-the-job use as well. However, if the off-the-job use results in the premature dilapidation of the safety shoes, the Engineer will be responsible for replacing them.

- The safety shoes will be maintained in good and serviceable condition by the Engineer. Determination of safety shoe degradation to the point of non-functionality will be reserved by the Director of Facilities, Assistant Superintendent of Facilities Management or the Safety Manager.

- If an Engineer is to be hired, he/she will provide, and be equipped with, their own SMM compliant safety shoes at the point of hire. If it was necessary for the Engineer to purchase safety shoes specifically for their job, the SMM reimbursement of $130.00 will be issued to the new Engineer after they have completed their 90 day probationary period.

Section 3. Safety Glasses. Employees represented by Local 70 shall participate in the Prescription Safety Eyewear Program for employees of the Science Museum of Minnesota on the same terms and conditions as employees who are not members of a bargaining unit.

Section 4. Tool Allowance. Science Museum employees represented by Local 70 who have been employed for twelve (12) months will be given a tool allowance of seventy-five dollars ($75.00) per year. Tool allowance will be paid to each qualified member at the end of the fiscal year (June 30th).

Section 5. Medical Insurance. Employees represented by Local 70 shall participate in the Medical Insurance Plan for employees of the Science Museum of Minnesota on the same terms and conditions as employees who are not members of a bargaining unit.

Nothing contained in this Agreement shall be construed to prohibit the Science Museum from changing or otherwise amending the Medical Insurance Plan as to bargaining unit employees or non-bargaining unit employees, or from amending the Plan as required to comply with any laws.

In the event the union contract negotiations are not completed by the termination of this agreement, the Science Museum agrees to continue the medical deductions at
the current rate. Once the labor agreement is signed, the Science Museum will
deduct the difference in medical insurance premiums from the employee’s wage.
The back premium adjustments owed to SMM will be divided equally over the
remaining pay periods of the calendar year. However, if the employee terminates
prior to the end of the calendar year, the museum reserves the right to deduct any
remaining back deductions owed from the employee’s final paycheck.

These benefit levels can be accessed through the Human Resources Information
Systems (HRIS) or by contacting the Human Resources Department in Person.

Section 6. Dental Insurance. Employees represented by Local 70 shall
participate in the Dental Insurance Plan for employees of the Science Museum
of Minnesota on the same terms and conditions as employees who are not
members of a bargaining unit.

These benefit levels can be accessed through the Human Resources Information
Systems (HRIS) or by contacting the Human Resources Department in Person.

Section 7. Flexible Spending Plan and Health Savings Account. Members of
IUOE, Local 70 will be allowed to participate in the Science Museum's Flexible
Spending Plan and Health Saving’s Account on the same terms and conditions
as other Museum employees. This program allows pre-tax dollars to be set
aside for certain medical and child-care expenses.

Section 8. Life Insurance. Members of IUOE, Local 70 will be eligible for life
insurance through SMM on the same terms and conditions as other SMM
employees.

Section 9. Parking. Science Museum employees represented by Local 70
(CBU) are eligible for the same parking rate structure as non-union Science
Museum employees that park within the Science Museum parking ramp.

ARTICLE 6 – RETIREMENT PLANS

Section 1. Museum Retirement Plan. Employees represented by Local 70
shall participate in the Retirement Plan for Employees of the Science Museum
of Minnesota (the Retirement Plan) on the same terms and conditions as
employees who are not members of a bargaining unit.
Nothing contained in this Agreement shall be construed to prohibit the Science Museum from terminating or otherwise amending the Retirement Plan as to bargaining unit employees or non-bargaining unit employees, or from amending the Retirement Plan as required to comply with applicable laws.

**ARTICLE 7 – PAID TIME OFF (PTO) AND RELATED LEAVE POLICIES**

The purpose of the PTO policy is to provide paid time off for vacation, holidays, illness, medical appointments, dependent care, child-rearing leave, emergency/funeral, and personal business for full-time employees who are members of IUOE Local 70. PTO provides a certain number of paid days off per year to be managed by the employee. Combined with Short-term and Long-term Disability Leaves (Section 8), this benefit is designed to protect employees from financial hardship during extended illness.

Jury duty, military leave, bereavement leave and voting leave are not included in PTO.

Section 1. Eligibility for IUOE Local 70 Employees. IUOE Local 70 employees are eligible to accrue PTO according to the schedule below (Section 2). The number of PTO days per year is determined by years of service. PTO is available to use as it is accrued.

Section 2. PTO Accrual Schedule. Schedule of annual accruals shows PTO in days, based on an eight-hour day.

<table>
<thead>
<tr>
<th>PTO</th>
<th>Hire – 3 Years</th>
<th>3 – 10 Years</th>
<th>10+ Years</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part Time with PTO Accrual</strong> (24 – 29 Hours per week)</td>
<td>1.67 Hours Per Pay Period</td>
<td>2.20 Hours Per Pay Period</td>
<td>2.73 Hours Per Pay Period</td>
</tr>
<tr>
<td><strong>Part Time with Benefits Accrual</strong> (30 – 39 Hours per week)</td>
<td>2.91 Hours Per Pay Period</td>
<td>3.61 Hours Per Pay Period</td>
<td>4.31 Hours Per Pay Period</td>
</tr>
<tr>
<td>Starting June 30, 2019: Part Time Account Max Balance</td>
<td>100</td>
<td>120</td>
<td>140</td>
</tr>
<tr>
<td>Starting June 30, 2020 and Ongoing After: Part Time Rollover Max Balance</td>
<td>50</td>
<td>60</td>
<td>70</td>
</tr>
<tr>
<td>Full Time Accrual</td>
<td>6.15 Hours Per Pay Period</td>
<td>7.69 Hours Per Pay Period</td>
<td>9.23 Hours Per Pay Period</td>
</tr>
<tr>
<td>----------------------------------------------</td>
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<td>---------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Starting June 30, 2019: Full Time Account Max Balance</td>
<td>160</td>
<td>200</td>
<td>240</td>
</tr>
<tr>
<td>Starting June 30, 2020 and Ongoing After: Full Time Rollover Max Balance</td>
<td>80</td>
<td>100</td>
<td>120</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2 Holidays – Thanksgiving and Christmas</th>
<th>Hire – 3 Years</th>
<th>3 – 10 Years</th>
<th>10+ Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Time with PTO</td>
<td>2 days at 5.3 Hours Per Day</td>
<td>2 days at 5.3 Hours Per Day</td>
<td>2 days at 5.3 Hours Per Day</td>
</tr>
<tr>
<td>Part Time with Benefits</td>
<td>2 days at 7 Hours Per Day</td>
<td>2 days at 7 Hours Per Day</td>
<td>2 days at 7 Hours Per Day</td>
</tr>
<tr>
<td>Full Time</td>
<td>2 days at 8 Hours Per Day</td>
<td>2 days at 8 Hours Per Day</td>
<td>2 days at 8 Hours Per Day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personal Days</th>
<th>Hire – 3 Years</th>
<th>3 – 10 Years</th>
<th>10+ Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Time with PTO</td>
<td>42 Hours per Year</td>
<td>42 Hours per Year</td>
<td>42 Hours per Year</td>
</tr>
<tr>
<td>Part Time with Benefits</td>
<td>56 Hours per Year</td>
<td>56 Hours per Year</td>
<td>56 Hours per Year</td>
</tr>
<tr>
<td>Full Time</td>
<td>64 Hours per Year</td>
<td>64 Hours per Year</td>
<td>64 Hours per Year</td>
</tr>
</tbody>
</table>

PTO accruals are based on a 40-hour work week, i.e. regular hours worked and PTO hours. PTO accruals will be prorated if employee is not paid for 40 hours per week. Accrual begins on the first day of Full-Time employment and is available as accrued; that is, there is no waiting period for new, eligible, IUOE Local 70 employees.

When an employee has accumulated maximum PTO, he or she will accumulate no further PTO. When PTO is used, the employee will begin again to accrue PTO at the rate specified until the maximum is reached again.

PTO for IUOE Local 70 employees may be taken in increments of 15 minutes. PTO accruals will be paid at termination. An employee cannot take PTO payments like regular paychecks after his or her last day worked.

Section 3. PTO/Scheduled Absence Request. To permit the supervisor to plan for scheduled absences, IUOE Local 70 employees should submit a PTO/Scheduled Absence request form to the HRIS System two weeks prior to the first day requested. Requests made without two-week notice may be denied unless the need for time off was not foreseeable. Examples of
scheduled absence are vacation and planned medical treatment. Requests may be denied because of workload.

Section 4. Conditions for PTO Payment. PTO is available to use as accrued. Payment of PTO up to the maximum accumulated may be granted for absences, for example, those due to vacation, holidays, illness, medical appointments, dependent care, child-rearing leave, emergency/funeral/personal business. There are no cash advances of PTO hours. Supervisors may request documentation of an IUOE Local 70 employee’s need for absence when less than a two-week notice is given, or if PTO abuse is suspected. For personal or dependent illness, documentation may be requested from the employee’s or dependent’s physician. Failure to provide such documentation will result in nonpayment of the PTO benefit.

Section 5. Daily PTO Benefit. IUOE Local 70 employees shall be paid an amount of PTO each day equal to the number of hours they were regularly scheduled to work on that particular day. Each hour of PTO will be paid at the employee’s current hourly pay rate. If an IUOE Local 70 employee is paid at more than one rate of pay within the same job, PTO will be paid at the rate of pay given for the majority of hours worked during the year. If an employee works part of a scheduled shift and becomes ill, PTO will be paid for the number of hours that are missed on that shift due to the illness or injury.

An IUOE Local 70 employee will not be paid PTO for a day not regularly scheduled to work, with the exception of a regular museum holiday (Article 8, Sections 1 and 2).

Section 6. Report of Absence/Time Sheets. In order to allow the maintenance department to make staffing adjustments necessitated by the absence, the department will set a reasonable time before each shift by which the department will be notified of illness. Employees are to notify their supervisor of an unscheduled absence four hours in advance of the starting time of their shift. Failure by the employee to report as required will result in nonpayment of PTO for that shift.

PTO used must be recorded on the employee’s timesheet for record keeping.
Section 7. Sick Hours and Extended Illness Bank (EIB). As of PTO policy effective date, sick hours accrued by IUOE Local 70 employees under the former sick time policy have been placed in an individual extended illness bank (EIB) to a maximum of 720 hours under the employee's name. Hours in an individual EIB will not be paid at termination.

Hours in an EIB can be applied in situations such as the following:

A. After three consecutive days of absence due to employee's personal illness, doctor's statement may be required;
B. To be used for medical leave in Family and Medical Leave Act (FMLA) situations after three consecutive work days out, a doctor's statement may be required;
C. To provide income until the onset of long-term disability (LTD) benefit;
D. To supplement workers' compensation benefits;
E. To supplement Short-term Disability benefits.

EIB is not available for emergency/funeral/bereavement situations or child-rearing leave.

Section 8. PTO Usage/Short-Term Disability and Long-Term Disability.
Employees represented by Local 70 shall participate in the Disability Insurance Plans for employees of the Science Museum of Minnesota on the same terms and conditions as employees who are not members of a bargaining unit. These benefit levels can be accessed through the Human Resources Information Systems (HRIS) or by contacting the Human Resources Department in Person.

If PTO or EIB accruals are available to cover these seven (7) calendar days before STD benefits begin, employees must use PTO and/or EIB as allowed by policy and practice. Employees may supplement STD pay with PTO and/or EIB days to reach one hundred percent (100%) of current pay.

Short-term disability leave is subject to the following terms:

A. Disability leave must be substantiated by a doctor's statement. The Science Museum of Minnesota (SMM) reserves the right to have an employee claiming short-term disability benefits examined by SMM's own physician.
B. SMM will continue to provide insurance and other benefits according to the Union contract for up to twelve (12) weeks while the engineer is on short-term disability leave.

An employee returning from a disability leave must give at least one (1) weeks' notice prior to the date of return.

Section 9. PTO, EIB, and the Family and Medical Leave Act (FMLA). If at the time an employee takes PTO or EIB, the employee is eligible for FMLA leave for the same absence, the employee must take the FMLA leave simultaneously with the PTO or EIB. Doing so will not increase the amount of FMLA leave, PTO, or EIB available.

ARTICLE 8 – HOLIDAYS

Section 1. Regular Museum Holidays. There are seven (7) regular museum holidays. In observance of four of these holidays, the Omni Theater and exhibit halls are typically open while administrative offices are closed: New Year’s Day, Easter Sunday, Memorial Day, Independence Day, and Labor Day. In observance of two of these the entire museum is closed: Thanksgiving and Christmas Day (some employees may be required to work a portion of each of these days).

Section 2. Claiming Pay for Regular Museum Holidays. Hourly employees working 40 hours per week and not scheduled to work on a regular museum holiday have the option to apply eight (8) hours of PTO at straight Pay. Note: Article 7 – “PTO & related Leave Policies” Section 2. “PTO Accrual Schedule” shall apply. “PTO accruals are based on a 40 hour work week, i.e. regular hours worked and PTO hours”.

Employees working on a day the entire museum is closed (Thanksgiving & Christmas Day) will be paid a minimum of 4 hours pay at 1 1/2 times the regular rate of pay.

Section 3. Other Holidays. Not included in the PTO accrual schedule but in certain cases eligible for holiday pay at two and one-half (2-1/2) times the regular rate of pay are hours worked on Easter Sunday, and New Year’s Eve (4:00 P.M. to 12:00 A.M.) shift.
Section 4. Claiming Pay for Other Holidays. If employees are required to work on Easter Sunday, they should record only their number of hours worked, which will be paid at the rate of two and one-half (2-1/2) times their regular rate of pay.

If employees are required to work New Year's Eve between 4:00 p.m. to midnight, they should record only their number of hours worked, which will be paid at the rate of two and one-half (2 ½) times their regular rate of pay.

Section 5. Scheduling. When two employees are scheduled for the same shift on a regular museum holiday, the Science Museum will schedule employees in an alternating manner. When a holiday falls on a shift in which one engineer is scheduled, the employee is required to work that shift.

ARTICLE 9 – LEAVES OF ABSENCE WITHOUT PAY

Employees requesting an unpaid leave of absence for a period longer than seven (7) days may be granted same for a period not to exceed six (6) months if approved by both employer and Union.

If such leave is for purpose of carrying on Union business for the Local, the Union and the Company may mutually agree to an additional six (6) months extension without loss of seniority. Other than the accumulation of seniority under the Agreement and privileges accorded employees under the Company Group Insurance Plan, employees on leaves of absence shall not be entitled to any of the benefits of this Agreement.

ARTICLE 10 – SENIORITY

Seniority rights within each classification shall be determined as of the starting date within each classification. Seniority rights shall prevail in the assignment of work and shifts, excepting that shifts shall be rotated if the majority of the employees within a respective classification elects to do so. Employees shall retain their seniority within the classification from which they may be laid off or set back in case of reduction of the number of employees. Layoffs shall start with the Utility Engineer positions. Employees
having the least amount of seniority shall be laid off first and continue in sequence. Re-employment shall be vice versa of lay-off.

**ARTICLE 11 – DISCIPLINE**

**Section 1.** The Science Museum will discipline employees for just cause only. The Employer believes that the best approach to discipline is to examine the needs of each case. As part of this process, the Science Museum will use any of the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

Depending on a variety of factors, including, but not limited to:

1. The seriousness of the situation;
2. The employee’s past conduct and length of service; and
3. The nature of the employee’s previous performance, or incidents involving the employee.

**Section 2.** A notice in writing of Suspensions and Discharges shall be sent to the employee and the Union when such action is taken.

**Section 3.** Employees and the Union will receive copies of Oral and Written Reprimands, and notices of Suspensions and Discharge.

**Section 4.** Employees or their Union Representatives may examine all information in their Employer personnel file that concerns work evaluations, commendations, and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.
ARTICLE 12 – GRIEVANCE AND ARBITRATION

Section 1. Board of Arbitration. Any controversy or grievance relative to alleged violation of this Agreement which cannot be adjusted by direct negotiation between the Employer and the representatives of the Union within five (5) days shall be referred for final disposition to a Board of Arbitration composed of one representative selected by the Employer, and one representative selected by the Union, and a third representative who shall act as an impartial chairperson selected by the first two. Should the representative of the Employer and representative of the Union on the Arbitration Board be unable to agree within a reasonable length of time on a third impartial chairperson of the Board, the Minnesota Bureau of Mediation Services shall be requested to select an individual to act in the capacity of impartial chairperson of the Arbitration Board.

Section 2. Decision Making. The Arbitration Board shall meet promptly for consideration of any matter referred to it and shall render its decision within five (5) days after completion of the hearing and receiving of evidence in the matter. Arbitration Board shall have no authority to alter or amend any provision of this Agreement. The decision of the Arbitration Board shall be final and binding on all parties to this Agreement. Any expense incurred for the services of the impartial chairperson shall be paid equally by the Employer and the Union.

ARTICLE 13 – PICKET CLAUSE

Employees covered by this Agreement shall not be obliged to pass through a picket line from any other legitimate trade union, if said union has the sanction of the St. Paul AFL-CIO Trades and Labor Assembly.

ARTICLE 14 – APPRENTICESHIP

Section 1. Apprenticeship Program. The Employer and the Union agree to create an apprenticeship program for a period not to exceed four (4) years and limited to not more than two employees at a time. Credit may be allowed for previous experience and/or schooling. Primary subjects shall be steam, air conditioning, welding, and related skills as mutually agreed by the parties.
Section 2. Apprentice Pay Scale. The following scale will be used based on time in apprenticeship and percentage of current journeyman’s rate:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Journeyman's Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>60%</td>
</tr>
<tr>
<td>2nd Six Months</td>
<td>65%</td>
</tr>
<tr>
<td>1 Year</td>
<td>70%</td>
</tr>
<tr>
<td>1 1/2 Years</td>
<td>75%</td>
</tr>
<tr>
<td>2 Years</td>
<td>80%</td>
</tr>
<tr>
<td>2 1/2 Years</td>
<td>85%</td>
</tr>
<tr>
<td>3 Years</td>
<td>90%</td>
</tr>
<tr>
<td>3 1/2 Years</td>
<td>95%</td>
</tr>
<tr>
<td>4 Years</td>
<td>100%</td>
</tr>
</tbody>
</table>

ARTICLE 15 – TRAINING

Section 1. The Employer will reimburse costs of tuition for work related training. The employee must submit a written request for training which justifies the applicability of the training as it relates to their position. The Employer will have final discretion in the approval of employee training requests. Once approved, it is the employee’s responsibility to pay for the training at the time of enrollment. When the training is completed, the employee must submit a written request for reimbursement and documentation of a passing grade. Upon receipt of documentation, the Employer will reimburse the employee.

Section 2. The Employer agrees to contribute five cents ($0.05) per hour $104.00 per year, for all regular hours paid, 2080 hours for full-time employees and 1040 hour for part-time employees, $52.00 per year. This will be used to assist Local 70 in funding the International Union of Operating Engineers Training and Education Center located in Crosby, Texas. Such contribution will be made to Local 70 upon January 1, each year of the Agreement. This check will be made to the Union separate from Union dues remittance.
ARTICLE 16 – SUCCESSOR CLAUSE

In the event the management contract covering management of the Science Museum of Minnesota and the Science Museum of Minnesota Building is transferred to another organization, this Agreement shall be binding upon such transferees.

ARTICLE 17 – LENGTH OF AGREEMENT

THIS AGREEMENT shall supersede any and all previous understandings and agreements between the parties and shall be in full force and effect from the first day of January 1, 2019, and continue to and including December 31, 2021, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify or terminate is given by either party to the other party hereto sixty (60) days prior to the annual date of expiration.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement:

For: SCIENCE MUSEUM OF MINNESOTA

Thomas Carlson, Director of Facilities

Barry Gisser, Chief Financial Officer

Juliette Francis, Vice President Human Resources

Date: 12/20/18

For: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Mike Dugger, Steward

Date: 12/20/2018

KW/jcb/opeiu#12
Contracts/Science Museum
SUBSTANCE ABUSE POLICY AND TESTING PROGRAM

I. PURPOSE

The Science Museum of Minnesota (the “Science Museum”), believes that it is important to maintain safe, healthy, and efficient operations and to protect the safety and security of Science Museum employees, volunteers, guests, property, and equipment. Being under the influence of drugs or alcohol during working hours may pose serious safety and health risks to the user and all those who work with the user. Being under the influence of drugs or alcohol on the job also impairs the efficiency of the Science Museum’s operations and may create risks to the safety and security of property of the Science Museum and its guests. The use, possession, sale, transfer, manufacture, distribution and/or dispensation of alcohol or illegal drugs in the workplace also pose unacceptable risks to the maintenance of a safe and healthy workplace. With the issues of safety and productivity in mind, the Science Museum has established this Substance Abuse Policy and Testing Program (“the Policy”).

This Policy is not intended to be and should not be considered a contract of employment. This Policy supersedes and revokes all previous practices, procedures, policies, and other statements of the Science Museum, whether written or oral, that conflict with this Policy. The Science Museum reserves the right to revise or suspend all or any portion of this Policy at any time without prior notice. See the Science Museum Employee Handbook for additional information regarding the Science Museum’s policies regarding employee conduct.

This Policy applies to all Science Museum employees.

II. DEFINITIONS

For the purposes of this Policy, the following terms have the following meanings:

A. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

B. “Science Museum property” and “Science Museum equipment, machinery, and vehicles” mean all facilities, real property, equipment and vehicles owned, leased, rented, or used by the Science Museum.

C. “Detectable levels” of alcohol, illegal drugs and the metabolites of illegal drugs means those levels established by governing law. In the absence of governing law, this terms means (a) with respect to illegal drugs and their metabolites, any amount that is determined to be present using lawful, scientifically valid testing methods, and (b) with respect to alcohol, a blood alcohol concentration of .02 (or the urine or breath alcohol concentration equivalent) or greater.

D. “Federally Certified Laboratory” means a laboratory that has been certified to conduct controlled substances testing by the United States Department of Health and Human Services under the National Laboratory Certification Program for all urine testing regulated under 49 C.F.R. Part 40.
E. “Illegal drugs” means any controlled substance, medication, or other chemical substance that (a) is not legally obtainable in the United States; or (b) is legally obtainable, but (i) is not legally obtained, (ii) is not being used for the purpose(s) for which it was prescribed or was intended, or (iii) is being used without any proper medical purpose to mimic the mind-altering effects of a chemical substance that is not legally obtainable in the United States. Thus, “illegal drugs” may include substances that are lawfully purchased but not intended for human consumption, substances like “synthetic marijuana,” and even over-the-counter medications, if they are not being used for the purpose(s) for which they were intended by the manufacturer.

F. “Reasonable suspicion” means (unless otherwise defined by governing law) a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

G. “Treatment program” means any prescribed or recommended chemical dependency (a) treatment program, (b) rehabilitation program, (c) counseling session(s), and/or (d) aftercare program or meetings (e.g., alcoholics’ anonymous and narcotics anonymous meetings).

H. “Working hours” means all hours during which an employee is scheduled to work and/or is performing services for the Science Museum and includes break and lunch periods whether or not paid.

III. SUBSTANCE ABUSE BY EMPLOYEES

A. Alcohol

Employees may not:

1. use, consume, possess, sell, or transfer alcohol while working, while on Science Museum property (including parking facilities), or while operating Science Museum equipment, machinery, or vehicles.

2. use or consume alcohol at any time during working hours.

3. be under the influence of alcohol or have detectable levels of alcohol in their systems when reporting to work or at any time during working hours.

Employees who violate any of these rules will be subject to discipline, up to and including immediate discharge. The only exceptions to these rules are set forth immediately below.

Limited Authorization to Use Alcohol Responsibly. Some employees whose job responsibilities include sales, donor relations, public relations, and/or vendor relations may be authorized by the Science Museum to consume alcohol responsibly at appropriate business functions, meetings and/or meals. No authorized employee is required or even encouraged to drink alcohol as a part of the employee’s job. If you are authorized to use alcohol as a part of your job, whether or not you do so is your own personal choice. If you are authorized to use alcohol and you choose to do so, it is your
responsibility to *always* drink responsibly. This means, among other things, that you may never:

4. operate Science Museum equipment, machinery, or vehicles while having an alcohol concentration of .04 or greater; or

5. drive home in any vehicle while impaired by alcohol.

**Science Museum Sponsored Social/Business Functions.** The Science Museum may authorize alcohol to be served at certain Science Museum functions such as a holiday party. No employee is required or encouraged to drink alcohol at any such function. Whether or not you decide to do so is your own personal choice. If you do drink alcohol at a Science Museum-sponsored function, you may not drive home while impaired by alcohol. Any employee who drives home while impaired will be subject to immediate discharge.

**Limited Authorization to Possess Unopened Alcohol.** If an employee receives at work a bottle of wine or distilled spirits as a gift, the employee will not be in violation of this Policy provided that the gift is not opened, it remains sealed, and the employee removes the gift from the premises as soon as practicable.

**B. Illegal Drugs**

Employees may not:

1. use or possess illegal drugs while working, while on Science Museum property, or while operating Science Museum equipment, machinery, or vehicles;

2. be under the influence of illegal drugs or have detectable levels of illegal drugs or the metabolites of illegal drugs in their systems when reporting to work, while at work, or at any time during working hours;

3. manufacture, distribute, dispense, transport, transfer or sell illegal drugs.

Employees who violate any of these will be subject to discipline, up to and including immediate discharge.

**IV. LEGAL DRUGS/MEDICATION**

**A. Reporting Requirement**

If an employee has reason to believe that the lawful use of legal drugs (such as a prescribed medication) while working may pose a significant risk of substantial harm to any person or significantly interfere with the employee’s performance of his or her essential job functions, the employee must report the matter to Human Resources. The Science Museum shall then determine, after appropriate consultation with occupational health professionals, whether any work restriction or other limitation is indicated. The employee may wish to have his or her physician consult directly with the Science Museum’s medical advisors. Failure to report the use of a drug while working that may
pose a significant safety risk could result in disciplinary action, up to and including immediate discharge. The Science Museum shall maintain in strict confidence the lawful use of any legal drugs disclosed by any employee pursuant to this paragraph.

B. Work and Medication

Any employee who reports his or her legal drug use to the Science Museum may continue to work if management determines that the employee (with reasonable accommodation, if necessary): (1) does not pose a significant risk of substantial harm to either his or her own safety or the safety of any other person; and (2) can perform the essential job functions of the job. Otherwise, the employee may be required to take a leave of absence, transfer to another job, accept some accommodation, and/or comply with other appropriate action as determined by the Science Museum.

C. Possession of Medication

An employee may possess prescription drugs on Science Museum property only if (1) the medication was properly prescribed for that employee; (2) the prescription was (if required by law) filled by a licensed or registered pharmacist; (3) the prescription is still valid, which typically means that the prescription must have been filled within the last twelve months; (4) the medication is in the bottle or labeled container from the pharmacy; and (5) the employee’s possession of the medication is legal under both state and federal law.

V. EMPLOYEE SEARCH POLICY

A. Searches of Employees and Their Property

If management has a reasonable suspicion that an employee possesses on Science Museum property (or during working hours) any thing that would constitute evidence of a violation of any Science Museum policy (including with limitation possession of alcohol or illegal drugs in violation of this policy), management may request or require the employee to submit to a search of the employee’s person and/or personal possessions (including without limitation motor vehicles).

All searches of employee-owned property will, to the extent practicable, be conducted in the presence of the employee whose property is searched. Employees may refuse to submit to personal searches and, if advised in advance, other searches of employee-owned property. However, refusal will result in discharge.

B. Searches of Science Museum Property

The Science Museum reserves the right to search Science Museum property and Science Museum equipment, machinery and vehicles (including without limitation desks, cars, lockers and offices, including those that are capable of being locked or otherwise secured) at any time, with or without cause.
VI. **DRUG AND ALCOHOL TESTING**

The Science Museum may request or require that employees provide urine and/or blood samples for drug and/or alcohol testing and breath samples for alcohol testing under any of the following circumstances:

A. **Reasonable Suspicion Testing**

The Science Museum may require that an employee undergo a drug and alcohol test if management has a reasonable suspicion that the employee:

1. Has violated the Science Museum’s rules that prohibit the use, possession, sale, or transfer of alcohol and/or illegal drugs while working, while on Science Museum property, or while operating Science Museum equipment, machinery, or vehicles; or

2. Is under the influence of alcohol and/or illegal drugs while working, while on Science Museum property, or while operating Science Museum equipment, machinery, or vehicles.

B. **Post-Accident Testing**

The Science Museum may require that an employee undergo a drug and alcohol test if management has a reasonable suspicion that the employee has sustained or cause another employee to sustain a work-related injury that or has caused a work-related accident or was operating or helping to operate equipment, machinery, or vehicles involved in a work-related accident.

**PLEASE NOTE:** The Science Museum encourages employees with substance abuse problems to seek help for their problems before performance problems, a positive test result, or other violations of this Policy result in disciplinary action or termination of employment. If an employee has a substance abuse problem that requires professional treatment, the Science Museum’s benefit plans and/or insurance policies may cover some or all of the costs of such treatment.

VII. **SPECIMEN COLLECTION AND TESTING PROCEDURES**

A. **Collection Procedures**

Medical personnel will supervise the collection of urine and, if applicable, blood specimens for testing. Absent a reasonable suspicion that the test subject will alter or substitute a urine specimen, the medical personnel will not directly observe the collection of the urine specimen. If the collector asks to directly observe the urine collection because of such suspicions, the test subject may avoid observation by offering, in writing, to submit a blood sample in lieu of the observed urine sample.

The Science Museum will comply with the provisions of governing law concerning the chain of custody of specimens, in order to ensure testing accuracy.
B. Testing Procedures

1. **Testing Laboratories.** Urine and, if applicable, blood specimens will be tested only by laboratories that are properly approved for drug and alcohol testing under governing law. In the absence of governing law, specimens will only be tested by Federally Certified Laboratories. Specially trained personnel will conduct all breath tests using evidential breath testing devices.

2. **Substances Tested For.** Specimens will be tested only for the presence of alcohol, controlled substances, and metabolites of controlled substances. In addition, urine specimen may also be tested to assure that the specimen is your urine, to assure that it has not been adulterated, and to assure that it does not contain any masking agents.

3. **Confirmatory Tests.** In all events, the Science Museum will rely only on positive test results from the analysis of urine and/or blood samples where those test results have been confirmed by gas chromatography/mass spectrometry or, if applicable, the method or methods of analysis established by governing law (“confirmatory tests”). The Science Museum will never rely solely on a positive breath test.

4. **Cost of Testing.** The Science Museum will pay for any drug and/or alcohol test that it requests or requires. The Science Museum will also either transport the employee to and from the medical clinic that collects the specimen or reimburse the employee for the costs of that transportation. Employees will also be compensated for testing time to the extent required by governing law. Non-exempt, hourly employees are expected to record the time spent for this purpose, including travel to and from the testing site.

5. **Suspensions Pending Test Results.** Pending receipt of test results and written explanations and requests for retests of positive confirmatory test results, employees may be temporarily suspended from their jobs. If an employee is suspended and the final test result is negative, the employee will be reinstated immediately with full back pay.

C. Test Result Reports

Test results will be communicated promptly to test subjects. Any test subject may request a copy of his or her test result report. Test results and other medical information (if any) provided by test subject to the Science Museum during the testing process will be kept strictly confidential within the Science Museum, maintained separately from the employee’s regular personnel file, and will not be disclosed by the Science Museum except as authorized by the test subject or as required or permitted by law.

VIII. **CONSEQUENCES OF REFUSAL**

Employees may refuse to undergo drug and/or alcohol testing. However, employees who refuse to undergo testing or who fail to cooperate with any aspect of the testing procedures
will be subject to discipline, up to and including immediate discharge. Without limiting the generality of the foregoing, the following are examples of what shall be considered a refusal to submit to testing:

- failing to appear for testing within a reasonable time, as determined by the Science Museum, after being directed to do so;
- not remaining readily available to submit to testing after an accident;
- leaving the testing site before providing an adequate sample;
- failing to provide enough urine for testing, in the absence of a valid medical explanation;
- providing a urine specimen that is dilute without providing a satisfactory medical explanation;
- failing to provide a second sample when directed to do so by the Science Museum or the collector;
- failing to report immediately to management any work-related accident or injury that would have resulted in testing under this Policy;
- adulterating or substituting a urine sample; and
- failing to cooperate with any part of the testing process or engaging in conduct that obstructs or attempts to obstruct the testing process.

IX. RIGHT TO DEMAND RETESTING AND CHALLENGE TEST RESULTS

Any test subject who tests positive on a confirmatory test on any drug and/or alcohol test required by the Science Museum may:

A. Request in writing a confirmatory retest of the original urine and/or blood sample, at his or her own expense, provided that the Science Museum must receive the request within five (5) working days after the test subject has been informed of the confirmed positive test result; and

B. Submit in writing to the Science Museum additional information to try to explain the confirmed positive test result, provided that the Science Museum must receive the explanation within three (3) working days after the test subject has been informed of the confirmed positive test result.

Confirmatory retests may be conducted only by laboratories that are properly approved to conduct drug and alcohol testing under governing law. In the absence of governing law, confirmatory retests may only be conducted by Federally Certified Laboratories.

X. TESTING POSITIVE

A. Consequences of Testing Positive the First Time

Any employee who tests positive on a confirmatory test for the first time on any drug and/or alcohol test required by the Science Museum and who does not timely and successfully refute the test results by explanation or retesting ("first-time failing
employee") will be subject to discipline, suspension, transfer, demotion or any other adverse personnel action other than discharge (except as set forth in paragraph X.(2)(b), below), to be determined solely by the Science Museum. In addition, any first-time failing employee may be required to report for a chemical dependency evaluation. Any first-time failing employee will be subject to further discipline, up to and including immediate discharge, if the first-time failing employee:

(1) fails to report for, or cooperate with, the chemical dependency evaluation scheduled by the Science Museum.

OR

(2)(a) has been given an opportunity to participate in a drug or alcohol counseling, rehabilitation or treatment program (the “treatment program”), whichever is more appropriate, as determined by the Science Museum after consideration of the chemical dependency evaluation and consultation with appropriate health professionals; and

(2)(b) has refused to participate in the treatment program or has failed to successfully complete the treatment program, as evidenced by withdrawal from the treatment program before its completion or by a positive confirmatory test result after completion of the treatment program.

No first-time failing employee will be discharged solely on the basis of his or her first positive confirmatory test.

B. Consequences Of Testing Positive The Second Time

Any employee who tests positive on a confirmatory test for the second time on any drug and/or alcohol test required by the Science Museum and who does not timely and successfully refute the test results by explanation or retesting will be subject to discipline, up to and including immediate discharge.

XI. CONSENT TO DISCLOSURE OF TEST RESULTS

By signing the statement acknowledging receipt of this Policy, employees consent to the Science Museum’s disclosure of test results to third-parties who require the information.
Receipt of Science Museum Testing Policy

I have received and read a copy of the Science Museum's Substance Abuse Policy and Testing Program ("the Policy"), which expressly provides for drug and alcohol testing of employees.

Employee Name (Printed): _____________________________

______________________________   __________________________
(Employee’s Signature)         (Date)