

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE HARRIET BEECHER STOWE CENTER
AND
TECHNICAL OFFICE AND PROFESSIONAL UNION
LOCAL 2110 UNITED AUTOMOBILE WORKERS

January 1, 2023 – January 31, 2027

Table of Contents

Preamble 1

Agreement..... 1

Article 1 – Recognition 1

Article 2 – Definitions 1

Article 3 – Union Security & Dues Deduction..... 1

Article 4 – Management Rights 2

Article 5 – No Discrimination 3

Article 6 – Information..... 3

Article 7 – Union Rights 4

Article 8 – Seniority, Promotion and Scheduling..... 4

Article 9 – Layoff, Bumping and Recall..... 5

Article 10 – Payroll 6

Article 11 – Wages and Paid Time Off..... 6

Article 12 – Personnel Files..... 7

Article 13 – Discipline and Discharge 7

Article 14 – Grievance and Arbitration 7

Article 15 – No Strike/ No Lockout 7

Article 16 – Labor Management Committee..... 8

Article 17 – Severability 9

Article 18 – Notice..... 9

Article 19 – Duration 10

Appendix A 11

PREAMBLE

It is the intent and purpose of the parties that the Agreement, below, set forth their agreement concerning rates of pay, hours of work, and conditions of employment; facilitate an environment of mutual respect and dignity; avoid interruptions and interferences with services; and promote harmonious and respectful relations between the Employer, the Union and Employees. This Preamble is not subject to the grievance and arbitration procedure.

AGREEMENT

This Agreement is made and entered into this 12th day of November 2022 by and between The Harriet Beecher Stowe Center (“Employer”) and Technical Office and Professional Union, Local 2110 United Automobile Workers (“Union”). This Agreement shall be binding upon all successors and assigns of the Employer.

ARTICLE 1 – RECOGNITION

In accordance with the certification of the National Labor Relations Board (Case 01-RC-250177), the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time Visitor Services Employees, currently known as Visitor Center Coordinators and Museum Associates, employed by the Employer at its 71 Forest Street, Hartford, Connecticut facility, but excluding supervisors and managers, managers who oversee the Visitor Center operations, the Stowe Center’s gift shop, and the Visitor Center budget, and guards, professional employees, and supervisors as defined by the Act.

ARTICLE 2 – DEFINITIONS

An employee’s “status” shall either be part-time or full-time and is determined based on (a) the position for which the Employer hired/ promoted the Employee, (b) the position to which the Employee has either bumped or been recalled. A “regular part-time” or “part-time” position is one that the Employer normally schedules for at least twelve (12) and up to thirty (30) hours per week. A “full-time” position is one that the Employer normally schedules for at least thirty (30) and up to thirty-seven one half (37.5) hours per week. On occasion the Employer may schedule employees for additional hours that do not change an employee’s status, such as for training, events and retreats or to cover call-outs and leaves of absence.

ARTICLE 3 – UNION SECURITY & DUES DEDUCTION

3.1 All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of employment.

3.2 An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the Employer’s receipt of a written demand from the Union requesting their termination, if during said period, the required dues or agency fees have not been tendered.

3.3 The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

3.4 Upon receipt of a written notice from the Union, the Employer shall promptly deduct from the wages all membership dues (or agency fees) as provided in the authorization form executed by the employee. Such deductions shall be made each pay period. The Employer will promptly notify the Union of any revocation of such authorization received by it. Employees who do not sign a written authorization for deductions or who revoke such authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.

3.5 The Employer shall forward those funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.6 The Employer shall be relieved from making such deductions from any employee who has insufficient earnings payable in the specified week to equal those dues or fees, who is not on the payroll because of an unpaid leave of absence, or whose employment has been terminated.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1. Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, under which it shall have, among others, the exclusive right (1) to determine when, where, how, and under what circumstances it wishes to operate; (2) to determine the number of hours per day, days per week or weeks per year operations shall be carried on; (3) to suspend, expand, curtail, discontinue, or move its operations; (4) to determine, develop, modify, implement, and/or discontinue the content, format and structure of programming, which includes, but is not limited to, tours, lectures and workshops; the materials, collections and exhibits to be used for interpretative and educational purposes; and the Center’s mission, strategy, plans, and interpretive goals;¹ (5) to hire and to determine the number of employees; (6) to determine the size and composition of the workforce, staffing patterns, staffing levels and areas worked; (7) to discipline, discharge, transfer, promote and/or lay off employees; (8) to set or change hours, work shifts and work schedules; (9) to determine when and how much overtime shall be worked; (10) to determine standards of performance; (11) to promulgate reasonable rules and policies governing the conduct of its employees; (12) to allocate, schedule, assign, manage and plan the work as the Employer deems appropriate; (13) to direct employees and to assign duties as the Employer deems appropriate; (14) to create and/or modify job descriptions; (15) to determine the duties to be performed by employees; (16) to establish, consolidate, restructure or eliminate job classifications; (17) to use and implement technological changes regarding the Employer’s operations, including, but not limited to, technological changes regarding operations, programming, visitor services, human resources, or labor relations functions, provided that the Employer shall notify the Union at least forty five (45) days in advance of any technological change that significantly impacts the bargaining unit’s terms and conditions of employment, (18) to implement changes the Employer may make to Employer-wide benefit plans in which bargaining unit members also participate; and (19) otherwise generally manage operations, attain and maintain full operating efficiency and

¹ See Section 16.2, Labor Management Committee.

direct the work force. These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned and do not limit the general rights of the Employer to operate with maximum efficiency and to fulfill its mission.

4.2. It is understood that tours are primarily delivered by bargaining unit employees. In the following special circumstances, the Employer may elect to utilize non-unit individuals on a temporary basis to augment Visitor Center operations and/ or the functions of unit employees: large scale events if there are insufficient bargaining unit staff available; for featured or specialized programming or initiatives; to provide coverage for unit members (e.g. because of a leave or vacations); for audiences with needs that require accommodation. If such individuals work for a period of three (3) months or longer, they shall become members of the union and shall be covered by all provisions of the collective bargaining agreement. The initial three (3) months may be extended by an additional three (3) months by mutual agreement of the parties. Consistent with past practice, non-unit employees may lead occasional tours, understanding that the unit's manager leads tours more frequently as part of their managerial duties. The Employer will not use temporary employees or non-unit employees for the purpose of undermining the bargaining unit.

4.3 The Employer recognizes the need to maintain a safe and healthful work space. The Employer will endeavor to maintain staffing at a level that ensures proper functioning of daily operations. The Union and Management will meet or exchange feedback monthly on staffing levels and working conditions.

ARTICLE 5 – NO DISCRIMINATION

The Harriet Beecher Stowe Center values people and recognizes the strength in their diversity. Neither the Employer nor the Union will discriminate in employment practices or the representation of employees on the basis of race, color, sex or gender, gender identity, gender expression, ethnicity, alienage or citizenship status, religion, creed, political belief, age, marital or familial status, pregnancy, reproductive health choices, caregiver status, sexual orientation, affectional orientation, national origin, ancestry, genetic information, HIV status, arrest record, status as a protected veteran, union status and/or participation, lawful source of income or any other protected characteristics as established by law, and both shall comply with applicable law concerning disability discrimination and the accommodation of those with physical or mental disabilities.

ARTICLE 6 – INFORMATION

6.1 The Employer will provide the Union (see Article 18, Notice) with the name, personal email address, date of hire, job title, part-time/full-time status, home address, telephone number of new hires within fourteen (14) days of the new employee's date of hire.

6.2 If an Employee terminates employment voluntarily, moves to a different bargaining unit position or moves to a non-bargaining unit position, the Employer shall provide the Union (see Article 18, Notice) with the name of the employee and the date of termination or move within fourteen (14) days of the termination or move.

ARTICLE 7 – UNION RIGHTS

7.1 A Union representative shall have reasonable access to the Stowe Center to confer with the Unit Chair. Such visits will not interfere with Museum operations and will usually occur during the Unit Chair’s meal period. The Union representative will provide the Employer with at least forty-eight (48) hours’ notice, and the Employer will designate a space, usually the Employee break room, for the meeting. The Employer will cooperate with the Union to reschedule the meeting promptly if the Employer reasonably determines that the meeting will interfere with the Center’s operations (e.g. events, construction).

7.2 The Employer shall provide a bulletin board or wall space in the Visitor Center, which the Union may use to post notices. No material shall be posted that is threatening, abusive, profane or obscene, that contains personal attacks, or that is discourteous toward or disrespectful of another person.

7.3 The Union shall provide written notice to the Employer of the name of the Unit Chair. If the Unit Chair, or their designee, is working during a scheduled grievance meeting, the Unit Chair, or their designee, shall be released from work for up to a half-hour to attend the grievance meeting without loss of pay. Both parties will endeavor to schedule grievances at time that do not interfere with operations.

ARTICLE 8 – SENIORITY, PROMOTION, AND SCHEDULING

8.1 An employee’s seniority is their length of continuous employment with the Employer in any full-time or regular part-time position with the Employer. Employees shall be deemed “probationary” and shall not have seniority rights during their probationary period, which shall be their first three (3) months of employment in a full-time or regular part-time position unless extended an additional three (3) months by mutual agreement of the parties. Appendix A sets forth each Employee’s date of hire for seniority as of the date indicated in Appendix A.

An Employee’s seniority shall be lost and the Employee will be terminated in the event that (a) the Employee voluntarily terminates employment, retires, ceases to work as a full-time or regular part-time Employee, unless the Employee is reemployed by the Employer as a full-time or regular part-time employee within one (1) year; (b) the Employee is discharged for just cause; (c) the Employee fails to report to work upon expiration of an authorized leave of absence unless the employee was unable to request additional leave in advance due to reasonable, unforeseen circumstances and so long as the Employer subsequently authorizes the additional leave (such requests will not be unreasonably denied); or (d) the Employee is on continuous layoff for either (i) more than one (1) year or (ii), if employed for one (1) year or less, the length of the Employee’s continuous service.

8.2 If the Employer elects to fill a bargaining unit position (see Article 1, Recognition), the Employer will notify bargaining unit employees listed above with a copy to the union and shall consider qualified employees who apply for the position in seniority order.

8.3 The Employer will schedule employees consistent with its determination of operational requirements and efficiencies and will normally post the schedule at least two (2) weeks, but not

more than nine (9) weeks, in advance of the month that the schedule covers. Employees may submit the days in a month that they prefer not to be scheduled, and the Employer will consider those preferences in seniority order so long as they are submitted before the schedule is posted. Unless an employee prefers to be scheduled on weekends and holidays more frequently, the Employer will schedule employees for weekends and holidays as equitably as is practicable. Employees are normally expected to work one weekend day per week. For special professional development days and events, such as the Stowe Prize event or Harriet's birthday, the Employer may schedule up to one year in advance, and, except for good cause, Employees are expected to work as scheduled and to endeavor to modify their schedules so as to work as scheduled.

8.3.1 Employees will be paid for no less than four (4) hours for any scheduled shift they work. This provision shall not apply to additional, elective hours offered by the Employer that an employee chooses to work, training, professional development meetings, or staff meetings. The Employer will not unreasonably deny accommodations for remote access to training, professional development meetings and staff meetings so long as the content is suitable for remote learning/access.

8.3.2 Employees are expected to be available to work and to work as scheduled unless the Employer and the Employee have agreed otherwise in advance or because of an employee's reasonable, unforeseen circumstances.

8.3.3 Schedule Changes.

a. The Employer reserves the right to relieve employees from a scheduled shift with at least two (2) weeks' notice. Except in exceptional circumstances, if the Employer relieves an Employee from a scheduled shift with less than two (2) weeks' notice, the employee will be paid for the scheduled shift.

b. In exceptional circumstances, such as inclement weather, safety issues and facility issues, the Employer may relieve all or some employees from a scheduled shift or part of a shift with less than two (2) weeks' notice. In the event an Employee is relieved of a full shift (not early dismissal or delayed opening), the Employer shall pay the Employee for three (3) hours and may assign that Employee work (a reading assignment, or similar such work) to be performed remotely for those three (3) hours.

8.3.4 One member of the unit may request an unpaid leave of absence for up to twelve (12) months for good reason (e.g. professional development, education, Union business), without loss of seniority, provided that the Union provides the Employer with at least three (3) months written notice of such leave. Such requests will not be unreasonably denied.

ARTICLE 9 –LAYOFFS, BUMPING & RECALL

9.1 Layoffs. In the event of a layoff, the Employer shall determine the number of positions by classification that will be eliminated, and the least senior employees in the classification(s) shall be laid off first. The Employer shall provide the Union notice (see Article 18, Notice) of the position or positions in each classification that will be eliminated no later than two (2) weeks prior to the week in which the layoff will be effective. Such notice shall include the name of each

affected employee, each such employee’s classification and the effective date of the layoff. No advance notice shall be required in the event of exigent circumstances, events beyond the Employer’s control, but Employees who are laid off shall be paid for the hours that they were scheduled in the following week.

9.2 Bumping. If the Employer elects to layoff a bargaining unit employee (see Article 1, Recognition), the effected person may bump the least senior employee in a lower classification, so long as that employee accepts the hours, rate of pay and other terms of that position prior the effective date of the layoff.

9.3 Recall. Non-probationary employees who have been laid off shall have recall rights so long as they continue to have seniority rights (as defined in Section 8.1 (Seniority)). If the Employer posts a bargaining unit position while employees have recall rights and the position is not filled by current employees, the Employer will offer that position to employees with recall rights; who had been in that classification; who had been in a higher classification; or who had been in a lower classification and who the Employer determines are qualified. If an employee with recall rights wants to be offered a position during their recall period, the employee is responsible for ensuring that the Employer has their current contact information and must accept any offer within five (5) calendar days and be available to start work within two (2) weeks of the offer, which may be extended by up to one (1) week when warranted.

ARTICLE 10 – PAYROLL

Employees shall be paid by direct deposit on a bi-weekly basis with payday being on a Friday. With at least fourteen (14) days’ notice to the Union, the Employer may (a) change from paying employees on a bi-weekly basis to paying employees every week or vice versa and/ or (b) change the payday or the payroll period.

ARTICLE 11 – WAGES & PAID TIME OFF

11.1 Wages. Effective with the beginning of the first full pay period after the dates indicated below, the hourly wage rate of each Museum Associate and Visitor Center Coordinator shall be as indicated below. In the event that Employer creates other bargaining unit positions, the Museum Associate rate shall be the minimum rate for a bargaining unit position unless otherwise agreed.

	<i>11/12/22</i>	<i>1/1/24</i>	<i>1/1/25</i>	<i>1/1/26</i>
Museum Associates	\$19.75	\$21.50	21.75	\$22.00
Visitor Center Coordinators	\$22.00	\$24.00	\$24.50	\$25.00

11.2 Sick Time. After one year of employment, part-time Employees shall, beginning with their work anniversary, be eligible each year to take up to five (5) paid sick days based on scheduled hours up to 7.5 hours per day. During a non-probationary, part-time employee’s first year of employment, the Employee shall be eligible to take up to two (2) paid sick days based on scheduled hours up to 7.5 hours per day. Unused sick time is not paid out, and sick time may not be carried over from year to year.

ARTICLE 12 – PERSONNEL FILES

12.1. Within seven (7) business days after the Employer's receipt of a written request from an employee, an employee shall have a right to review and twice per calendar year obtain have a copy of all materials in their personnel file.

12.2. All materials in an individual's personnel file shall remain confidential and shall not be shared outside the Employer without the employee's written consent except as permitted or required by law. Only authorized supervisors and designated Employer representatives or agents will have access to an employee's personnel file.

12.3 Any medical records will be kept separately and not as part of any personnel file.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

No employee with seniority rights (as defined in Section 8.1 (Seniority)) shall be disciplined or discharged without just cause. The Employer will notify the Union (in writing) and the Unit Chair of any such discharge or suspension within two (2) business days from the time of discharge or suspension. Such notice will include the reasons for discharge or suspension.

ARTICLE 14 – GRIEVANCE AND ARBITRATION

14.1 In the event a dispute concerning the interpretation or application of this Agreement, the Union may submit a grievance in writing to Employer's Executive Director within twenty-one (21) calendar days of the time when the grieving party could reasonably have become aware of the event or occurrence giving rise to the dispute. If the Union believes that an employee has been disciplined or discharged without just cause and the Union desires to challenge the discipline or discharge, the Union shall submit a grievance, in writing, to the Employer's Executive Director within fourteen (14) calendar days of the date that the Employer provides written notice of such discipline or discharge.

14.2 The parties will endeavor to meet promptly in an effort to resolve a grievance. If the parties have not resolved the grievance to the Union's satisfaction or if the parties have failed to meet concerning the grievance, the Union may submit the grievance to binding arbitration with the American Arbitration Association within sixty (60) calendar days of the date of the grievance. The arbitrator shall be selected, and the arbitration shall be conducted, under the prevailing Labor Arbitration Rules of the American Arbitration Association. The Arbitrator shall not have the power or authority to add to, subtract from, or modify any of the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employees. Expenses for the Arbitrator shall be split equally between the parties.

ARTICLE 15 – NO STRIKE/NO LOCKOUT

15.1 For the duration of this Agreement, neither the Employees nor the Union, its officers, representatives or members shall authorize, instigate, ratify or participate in any strike, sympathy strike, slowdown, work stoppage, sit-in, sit-down, occupation, picketing, or concerted interference with the Employer's operations. Any Employee participating in such strike action shall be subject to discipline up to and including immediate discharge.

15.2 In addition to any other liability, remedy or right provided by applicable law or statute, should any of the activities described in paragraph 8.1 occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow any strikes by the Employees;
- (b) Advise the Employees in writing that any such strike by Employees has not been called or sanctioned by the Union;
- (c) Notify Employees of its disapproval of such strike, including by written correspondence to each employee, copies of which the Union shall provide to the Employer; and
- (d) and instruct such Employee to cease such action and, as applicable, return to work immediately.

15.3 In the event of an alleged violation of this Section 8, the Employer may institute special arbitration proceedings regarding such violation by notice thereof to the other party and to the American Arbitration Association which shall, immediately upon receipt of such notice, appoint an arbitrator to hear the matter pursuant to the AAA expedited arbitration process. The arbitrator shall hold a hearing within twenty-four (24) hours after his/her appointment or as soon thereafter as they are available, upon notice to the Employer and the Union. Notice pursuant to this provision shall be by the most expeditious means available and may include notice by electronic mail. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator, but only a written award and order, which shall be issued at the hearing. Such award and order shall be final and binding on the Employer, the Union and the Employees and may be immediately confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application or petition of the aggrieved party.

15.4 The Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE 16 – LABOR MANAGEMENT COMMITTEE

16.1 A committee consisting of two bargaining unit employees, designated by the Union, and two management representatives shall be formed and maintained for the duration of this Agreement to address health and safety issue as well as other issues related to terms and conditions of employment as mutually agreed upon by the parties. The committee will meet once each calendar quarter, or more or less often, as mutually agreed. A union representative may join these quarterly meetings at the request of the bargaining unit employees. Each party shall share with the other a list of issues that they intend to raise at the meeting at least one week in advance of the meeting. Except by mutual agreement, issues and matters that the Committee addresses shall not include any issue or matter that has been submitted to the grievance and arbitration procedure.

16.2 The Labor-Management committee shall also annually convene a day-long retreat in September of each year, to which they will invite all members of the bargaining unit and members of the senior management team. The purpose and intent of the meeting is (1) to evaluate and assess program operations and content; (2) to solicit ideas and insight from staff about programmatic and interpretive change, enhancements, or programs concerning institutional goals and themes for the coming programmatic year previously shared by the Employer; and (3) to solicit ideas from staff and co-create a professional development plan for staff with funds and staff hours that the Employer has budgeted for professional development.

16.3 Bargaining unit employees will be paid for attendance at the meetings provided for in Sections 16.1 and 16.2 of this Agreement.

ARTICLE 17 – SEVERABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Connecticut, such provision shall be superseded by the appropriate provision of such law or regulation, so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be unlawful. Any substitution for the invalidated provision that is mutually agreed upon between the parties shall be reduced to writing and shall become a part of this Agreement.

ARTICLE 18 – NOTICE



Notice to the respective parties shall be to the addresses indicated below. When “written” notice is required, notice shall be sent to the email or postal addresses specified. In the event, the Union or the Employer's contact information changes, the party will notify the other party of the change as soon as practicable.

Olga Brudastova, President Local 2110, UAW 223 West 38th Street, Unit 1419 New York, NY 10010	Karen Fisk, Executive Director Harriet Beecher Stowe Center 77 Forest Street Hartford, CT 06105
local2110@2110uaw.org	kfisk@stowecenter.org ahufnagel@stowecenter.org

ARTICLE 19 – DURATION

This Agreement shall be effective from the date of its ratification through and including January 31, 2027. The parties shall meet to begin discussions for a successor agreement no later than November 1, 2026.

In Witness Whereof, the Employer and the Union have executed this Agreement on the dates set forth below.

Local 2110, UAW	Harriet Beecher Stowe Center
x 	x 
Date: 11/12/22	Date: 11/12/22



Appendix A

November 9, 2022

Name	Date of Hire for Seniority	Position
Rodrigo Pinto	7/7/17	Visitor Center Coordinator
Anita Durkin	7/10/17	Visitor Center Coordinator
Brenna Harvey	4/6/21	Visitor Center Coordinator
Nachum Levitan	12/18/21	Museum Associate
Anna Boers	3/23/22	Museum Associate
Shawnae Chavies	10/13/22	Museum Associate
Sabrina Lemieux	11/4/22	Museum Associate