

COLLECTIVE BARGAINING AGREEMENT BETWEEN
TECHNICAL, OFFICE AND PROFESSIONAL UNION,
LOCAL 2110, UAW, AFL-CIO
AND
MUSEUM OF FINE ARTS, BOSTON

June 27, 2022-June 30, 2025

Table of Contents

<u>Article</u>	<u>Page</u>
Preamble	1
Article 1 Recognition	2
Article 2 Categories of Employment	2
Article 3 Union Security	3
Article 4 Union Dues and Agency Fee Checkoff	4
Article 5 Information to the Union	4
Article 6 Union Access	5
Article 7 Management Rights	7
Article 8 Workplace Diversity	10
Article 9 Non-Discrimination	11
Article 10 New Employees	12
Article 11 Seniority	12
Article 12 Posting of Vacancies	12
Article 13 Layoffs	14
Article 14 Hours of Work	15
Article 15 Personal Work	17
Article 16 Discipline and Discharge	17
Article 17 Personnel Record	17
Article 18 Grievance and Arbitration Procedure	18
Article 19 No Strike and No Lockout	22
Article 20 Continuity of Museum Operations	24

Article 21 Labor Management Committee	24
Article 22 Wages	26
Article 23 Transportation Benefits	27
Article 24 Holidays, Sick Leave, Personal Days and Vacation	28
Article 25 Leaves of Absence	28
Article 26 Health Care Benefits and Life Insurance	28
Article 27 Retirement	29
Article 28 Legality/Stability of Agreement	30
Article 29 Notice	30
Article 30 Complete Agreement	31
Article 31 Duration	32
Appendix A	A-1
Side Letter on Regrading Positions	A-2
Side Letter on Executive Assistants to New Leadership Team Positions	A-4

PREAMBLE

THIS AGREEMENT is entered into as of June 27, 2022, between the Museum of Fine Arts, 465 Huntington Avenue, Boston, Massachusetts (hereinafter referred to as the “Museum”) and the Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO (hereinafter referred to as the “Union”) as the sole and exclusive bargaining representative for purposes of collective bargaining on behalf of the employees in the bargaining unit set forth in Article I, Section 1 of this Agreement.

This Agreement evidences the desire of the parties to promote and maintain good faith and harmonious relations between the Museum, its employees, and the Union as the employees’ representative.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial labor and economic relationships between the parties, to provide an orderly and peaceful means of resolving grievances, and to set forth the basic agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

The Union, the Museum and all employees in the bargaining unit set forth in Article I, Section 1 of this Agreement are bound by all provisions of this Agreement. This Preamble shall not be subject to grievance or arbitration under this Agreement.

**ARTICLE 1
RECOGNITION**

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-265998 and clarified by the National Labor Relations Board in Case No. 01-UC-281826 (including the parties' stipulations regarding included and excluded positions), subject to any further review by the National Labor Relations Board and/or federal courts, the Museum recognizes the Union as the exclusive collective-bargaining representative for all full-time and regular part-time professional and nonprofessional employees employed by the Employer at its 465 Huntington Ave, Boston, MA facility (collectively referred to hereinafter as "Employees"), excluding Executive Assistant to the Chief Operating Officer, Skilled Maintenance employees, managerial employees, confidential employees, Chairs, Senior Curators, Lab Heads, Executive Assistant to the Chief of LCE, Executive Assistant to the Director, Payroll Administrator (1), Benefits Coordinator, Board Relations Manager, Executive Assistant to the Chief of Staff, HRIS Analyst, Executive Assistant to the Deputy Director and CFO, Budget and Planning Financial Analyst, guards and supervisors as defined in the National Labor Relations Act.

**ARTICLE 2
CATEGORIES OF EMPLOYMENT**

Section 1 – Full-time employees are Employees who work 35-40 hours per week.

Section 2 – Regular part-time employees are Employees who work less than 35 hours per week.

Section 3 – Temporary employees are employees who are employed for a limited duration, usually less than six (6) months, for a pre-determined time period. Temporary employees are not eligible for employee benefits and are not Employees covered by this

Agreement. The Museum will provide the Union notice of the hiring of temporary employees within thirty (30) days of hire. Notwithstanding the foregoing, temporary nonprofessional employees will be considered Employees after ninety (90) consecutive days of employment and temporary professional employees will be considered Employees after six (6) consecutive months of employment.

Section 4 – The Museum and the Union will create a committee to discuss terms and conditions of employment of term Employees. This committee will consist of at least two (2) representatives of the Union and at least two (2) representatives of the Museum, which will include the Director of Conservation and Scientific Research. This committee will hold its first meeting within sixty (60) days of ratification of this Agreement and will meet twice each fiscal year during the term of this Agreement.

ARTICLE 3 UNION SECURITY

Section 1 – All Employees 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 continued employment. The Museum's written offer of employment for positions covered by this Agreement will include hyperlinks to the Agreement and the Union's current authorization form for Union dues and agency fees, and will state that the position is covered by this Agreement and that the individual receiving the offer will be subject to the requirements set forth in this Section.

Section 2 – An Employee who fails to satisfy the requirements set forth in Section 1 above shall be discharged within thirty (30) calendar days following the Museum's receipt of a

written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered.

**ARTICLE 4
UNION DUES AND AGENCY FEE CHECKOFF**

Section 1 – The Museum agrees to deduct Union dues or agency fee from the earnings of any Employee who has executed an authorization form provided by the Union. This may be rescinded after thirty (30) days' written notice by the Employee to the Union and the Museum. Deductions will be forwarded to the Union within thirty (30) days of the end of the month. The Museum shall be relieved from making such deductions from any Employee who is not on the payroll because of an unpaid leave of absence or who is no longer employed by the Museum.

Section 2 – The Union will indemnify and hold the Museum harmless from any claims, demand, suits, actions, proceedings, or other forms of liabilities by any Employee arising out of or by reason of action taken or not taken by the Museum hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 5
INFORMATION TO THE UNION**

Section 1 – Once each calendar year, the Museum will provide the Union with a sortable, searchable list of all Employees that includes each Employee's:

- (a) Name;
- (b) Museum email address (if one is assigned to the employee);
- (c) Date of hire;
- (d) Job Title;
- (e) Division;
- (f) Department;
- (g) Rate of pay;
- (h) Grade;
- (i) Exempt/non-exempt status;
- (j) Category (full-time or part-time) and

(k) Home address if on file with the Museum.

Section 2 – On a monthly basis for the eleven months following the month in which the Museum provides the Employee list above, the Museum will provide the Union a report that includes the following information:

For new hires into the bargaining unit:

Name
Department
Title
Category (full-time or part-time)
Supervisor
Date of hire/rehire
Action (hire or rehire)
Rate of pay
Grade

For terminated Employees:

Name
Department
Title
Category (full-time or part-time)
Supervisor
Date of termination

For position changes:

Name
New Department
New Title
Category (full-time or part-time)
New Supervisor
Effective date of change
Action (hire or rehire)
Rate of pay
Grade

**ARTICLE 6
UNION ACCESS**

Section 1 – Union Representative(s) identified in accordance with Section 2 below may, upon request of the Union and upon reasonable notice to the Museum’s Director, Human

Resources or their designee, visit the Museum's 465 Huntington Avenue, Boston, Massachusetts facility during the Museum's normal hours of business, excluding any time in which the Museum is on lock down, for the purpose of investigating grievances and for the purpose of ascertaining whether the provisions of the Agreement are being complied with by the Union and the Museum. Such visits will be subject to Museum security protocols and will not interfere with the operation of the Museum or the performance of the Employees' duties. Meeting space for such visits will be arranged by an Employee subject to the Museum's reservation policies as they may be amended by the Museum from time to time.

Section 2 – As soon as practicable, but in no event later than twenty-one (21) days after the ratification of this Agreement, the Union will furnish the Museum in writing the name of the authorized representative(s) who may visit the Museum pursuant to this Article. The Museum is only required to permit access to its facility to this authorized representative(s). The Union will immediately notify the Museum of any change in the authorized representative(s).

Section 3 – The Museum shall provide one bulletin board near the staff entrance at its facility at 465 Huntington Avenue, Boston, Massachusetts for the posting of official Union notices regarding such matters as elections, results of elections, meetings and social activities. Only Union Representatives and Union delegates are permitted to place notices on this bulletin board. The Union will not post, permit the posting of, or condone the posting of material which is inflammatory or derogatory to the Museum, its board, donors, or staff, including supervisors or managers or which is inconsistent with the Museum's policies on anti-racism, anti-discrimination, and harassment. The Museum reserves the right to remove from the bulletin board any material which is inflammatory or derogatory to the Museum or which violates the Museum's policies on anti-racism, anti-discrimination, and harassment. The Museum will notify

the Union if it removes material from the bulletin board. Union notices shall not be posted at any other location on the Museum's premises. The bulletin board shall remain the property of the Museum.

Section 4 – Subject to the Museum's operating needs, the Museum shall release the Unit Chair and up to five (5) Union delegates without loss of pay for the purpose of investigating grievances and attending grievance meetings; provided however, that no more than two (2) of these persons will be released at any given time for this purpose. To the extent possible, Union delegates shall investigate and discuss grievances during non-working time. All such investigations during the Union delegate's working time must be conducted on the Museum premises and must not interfere with the normal job duties of any other employee.

Section 5 – Subject to the Museum's operating needs and applicable Museum policies as they may be amended by the Museum from time to time, the Unit Chair and delegates shall have reasonable access to Museum meeting space and equipment for Union business. Subject to Museum approval and applicable space reservation policies, as they may be amended by the Museum from time to time, the Union may schedule unit meetings on the premises during employee break times or before or after working hours. Such meetings will comply with Museum policies and protocols, including but not limited to those related to COVID-19, as they may be amended by the Museum from time to time.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1 – The Union recognizes the right of the Museum to operate and manage the Museum. All rights, functions, prerogatives and discretions of the management of the Museum formerly exercised by the Museum are retained by and remain vested exclusively in the Museum, except to the extent that such rights, functions, prerogatives and discretions are

specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, such rights, functions, prerogatives and discretions include, but are not limited to: all rights and prerogatives granted by applicable law; determining, planning, modifying, implementing, directing and controlling the Museum's mission, programs, objectives, activities, exhibitions, resources and priorities; establishing, modifying, enforcing, abolishing and/or administering Museum-wide policies, procedures, rules and regulations; directing, modifying and controlling the Museum's operations; altering, extending or discontinuing all or any portion of existing equipment, facilities and location of operations; determining or modifying the number, qualifications, scheduling, responsibilities and assignment of Employees; establishing, maintaining, modifying and/or enforcing standards of performance, conduct, order and safety; evaluating and assessing Employees, determining the content of evaluations, and determining the processes and criteria by which Employees' performance is evaluated and assessed; establishing, maintaining, modifying and/or enforcing policies, procedures, rules and regulations related to or regarding any federal, state or local law or ordinance; disciplining or dismissing Employees; assigning Employees to work locations; scheduling hours of work; determining or modifying hours of work; establishing, maintaining, modifying or enforcing the work duties of Employees; establishing, modifying, combining or eliminating any classification, title, division, unit, operation or service or portion thereof; meeting with Employees to discuss issues of Museum or Employee concern; establishing, maintaining, modifying and/or enforcing policies, procedures, rules and regulations related to the manner in which Employees record hours of work; laying off Employees; recruiting, hiring, transferring or promoting Employees, and determining all matters relating to recruiting, hiring, transferring or promoting Employees; determining, maintaining and modifying all training

requirements for Employees, including but not limited to orientation; subcontracting all or any portion of the Museum's operations; expanding and contracting the Museum and its operations and business by acquisition, sale, merger or other means; establishing or modifying the exhibition and program calendars, including holidays and holiday scheduling; introducing, modifying and/or eliminating programming, methods of exhibiting or displaying art; establishing, maintaining or modifying program and exhibit content, description, objectives and/or capacity; and exercising sole authority on all decisions involving programs and exhibitions.

Section 2 – No action taken by the Museum with respect to a management right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Section 3 – The Museum shall also have the right to establish, alter, or amend any practices and/or “terms and conditions of employment” not specifically covered in this Agreement. The above-enumeration of rights set forth in this Article 7, Section 1 is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the Museum. No such right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the Museum and the Union.

Section 4 – All rights and waivers contained herein shall extend beyond the expiration of this Agreement until a successor agreement is reached.

**ARTICLE 8
WORKPLACE DIVERSITY**

Section 1 – The Museum is committed to workplace diversity and shall make good faith efforts in the areas of recruitment, hiring and promotion of Employees. The Museum shall foster career development and promote a diverse workforce at all levels consistent with this commitment and applicable law.

Section 2 – The Museum shall provide IDEA training for all staff. The Museum will determine the content, format and frequency of this training. The Museum will endeavor to conduct IDEA training during Employees’ scheduled work hours. If the Museum cannot release a non-exempt Employee to attend IDEA training during the non-exempt Employee’s scheduled work hours, the Museum will pay the non-exempt Employee at the Employee’s regular rate of pay for time spent attending the IDEA training.

Section 3 – The Museum will include one or more Employee(s) in Museum-wide IDEA committees.

Section 4 – The Museum will report at least annually on Museum-wide diversity by classification and by Division. The Museum will post this report on the Museum’s intranet and the Human Resources bulletin board.

**ARTICLE 9
NON-DISCRIMINATION**

Section 1 – The Union and the Museum shall not discriminate against or harass any Employee on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, disability, age, or veteran status, or on the basis of any characteristic protected under applicable law or Museum policy. In addition, the Union and the Museum shall not retaliate against persons who in good faith report discrimination or testify, assist or participate in any investigation, proceeding or hearing involving a complaint of discrimination.

Section 2 – The Union and the Museum shall not discriminate against any Employee on the basis of Union membership status or lack thereof or Union-related activity.

Section 3 – An Employee’s claim of discrimination or harassment based on any category protected by federal, state or local law (other than union membership status or lack thereof or union-related activity) shall only be subject to arbitration under the Grievance and Arbitration Procedure set forth in Article 18 of this Agreement if the Union’s demand for arbitration is submitted with a waiver mutually agreed upon by the Museum and the Union signed by the grievant in which the grievant expressly agrees to waive the grievant’s (a) rights to file a claim of discrimination with a local, state or federal agency or court arising out of the allegations in the grievance, and (b) waives the grievant’s rights to recover damages from a claim of discrimination filed with a local, state or federal agency or court arising out of the allegations in the grievance. Nothing herein shall prohibit the Union from arguing in the grievance or arbitration procedure that discipline or discharge is lacking in just cause due to discrimination or retaliation.

**ARTICLE 10
NEW EMPLOYEES**

New Employees will be deemed to be on probationary status for the first ninety (90) days of their employment (excluding periods of temporary layoff, Museum shutdown, sick leave, leave of absence, or other extended periods of absence). The Museum may extend an Employee's probationary period for an additional thirty (30) calendar day period, provided the Museum notifies the Union and the Employee in writing before the expiration of the initial ninety (90) day period. During such probationary period or any extension thereof, new Employees may be disciplined, up to and including termination of their employment without recourse to the grievance and arbitration procedures of this Agreement. Upon completion of the probationary period, an Employee's seniority date shall be the Employee's date of hire.

**ARTICLE 11
SENIORITY**

Seniority means length of service in any position at the Museum. An Employee shall acquire seniority after ninety (90) days' employment and the Employee's seniority will date from the date of employment.

**ARTICLE 12
POSTING OF VACANCIES**

A vacancy means any full-time or regular part-time opening in a position covered by this Agreement, which the Museum determines to fill. The Museum reserves the exclusive right to determine if a vacancy exists.

Section 1 – Vacancies in all positions covered by this Agreement will be posted for a minimum of seven (7) calendar days (such posting can be made simultaneously to internal and external candidates) on the Museum's website and the applicant portal. Employees interested in a vacant position may apply to Human Resources and the application will be referred to the

interviewing manager, who will determine which applicant, if any, will be awarded the position; provided that (a) Employees shall receive preference for a vacant position over non-Employee applicants, to the extent that the present skill, knowledge and ability of the Employee applicant to perform the vacant position is equal to or greater than that of the non-Employee applicant; (b) among qualified Employee applicants, the vacant position shall be awarded to the applicant who possesses the greatest skill, knowledge and ability to presently perform the duties of the vacant position. For purposes of evaluating the relative skill, knowledge and ability of Employee applicants, the Museum may consider the relative disciplinary record and demonstrated performance of competing applicants. Where competing Employee applicants possess equal skill, knowledge and ability, seniority shall be the determining factor in who is awarded the vacant position.

Section 2 – The selected Employee may, of the Employee’s own choice, be allowed to return to the Employee’s previous job within five (5) working days without loss of seniority. During a period of five (5) working days following the transfer, the Museum may return an Employee to the Employee’s previous job with no loss of seniority if the Museum believes an Employee is unsuited for such new assignment. This Section shall apply only in cases where no replacement has been hired for or promoted into the Employee’s former position.

Section 3 – When an Employee is promoted, the Employee’s rate of pay in the new position will be the greater of the minimum for the grade of the new position or ten percent (10%) higher than the Employee’s then-current rate of pay.

ARTICLE 13 LAYOFFS

Section 1 – In the event the Museum determines it is necessary to reduce the number of Employees by laying off Employees, it shall provide the Union and the affected Employees two (2) weeks' advance notice of the layoff or pay in lieu of notice, at the Museum's discretion. The notice to the Union will include the names of the Employees who are to be laid off, as well as the effective date of the layoff.

Section 2 – In cases of layoff, Employees in their introductory period who are working in the affected jobs shall be laid off first without regard to their individual periods of employment. If further layoffs are required, the Employee with the least seniority working in the affected job title shall be laid off provided the remaining Employees in the affected job title have the skill, knowledge and ability (as determined by the Museum) to perform the job.

Section 3 – If an Employee selected for layoff has the skill, knowledge and ability to perform the essential functions of a vacant position covered by this Agreement, the vacant position shall be offered to the Employee selected for layoff before any other applicant. If two or more Employees selected for layoff have the skill, knowledge and ability to perform the essential functions of a vacant position covered by this Agreement, the vacant position shall be offered to those Employees in order of seniority before any other applicant.

Section 4 – Employees who are laid off in connection with a layoff of non-bargaining unit employees, where severance benefits are offered to non-bargaining unit employees, shall have the choice of (i) terminating their employment and accepting comparable severance benefits or (ii) accepting recall rights under Section 5 of this Article. Employees who accept severance benefits shall not be entitled to recall rights under Section 5 of this Article.

Section 5 – If the Museum posts a vacancy in a position covered by this Agreement that was subject to a layoff within the preceding twelve (12) months, persons displaced in that layoff who have the skill, knowledge and ability to perform the essential functions of the position shall be provided an offer of reinstatement to that position in the reverse order in which they were laid off (See Section 2 above for the order of layoffs). The offer of reinstatement must be in writing and accepted or rejected within seven (7) days of the offer being sent by email to the email address on file with the Museum with a copy to the Union. If reinstatement is accepted, an individual must report to work at the Museum within two weeks of the acceptance of the written reinstatement offer. Upon reinstatement, such person shall be paid at no less than the rate at which the person was paid when the person was laid off, adjusted for any general wage increases, and shall recoup their seniority for purposes of accrual of benefits. Notwithstanding the forgoing, if a person is reinstated to a position that has a lower rate of pay than the position the person held at the time of the layoff, that person shall be paid at the rate of pay for the position the person was reinstated to even if it is a lower rate than the person was paid at the time of the layoff.

ARTICLE 14 HOURS OF WORK

Section 1 – The normal workweek shall be no more than 40 hours per week. The Museum reserves the right to modify the workweek or workday, including but not limited to fluctuating schedules and work from home and hybrid work arrangements, for some or all Employees at its sole discretion. The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

Section 2 – Overtime shall be paid to non-exempt Employees at the rate of one and one-half times an Employee's regular hourly rate of pay for all time worked in excess of forty (40)

hours per workweek. The Museum may schedule mandatory overtime to meet its operating needs. No overtime shall be worked unless approved in advance. Only time worked shall be counted for purposes of determining whether an Employee is eligible for overtime pay.

Section 3 – The Museum shall fix the hours of work. A supervisor or manager shall assign Employees specific starting and ending times. For Employees with a regular fixed work schedule, e.g., every Monday through Friday 9:00 am to 5:00 pm, the Museum will endeavor to provide an Employee with a minimum of two (2) weeks' notice of a modification to that regular fixed schedule or a change to a fluctuating work schedule. The Museum will endeavor to provide advance notification of a change in schedule to Employees without a regular fixed work schedule. Employees who work on an intermittent schedule shall be paid for one-half of their scheduled tours or programs if such tour or program is canceled with less than one (1) week notice. The Museum also may schedule meal and rest periods for Employees when appropriate and consistent with the Museum's operating needs.

Section 4 – In the event an Employee is assigned additional duties because of a vacancy which has not been filled, or due to another Employee's temporary absence of two (2) or more weeks, the Employee shall receive differential pay for each week equal to the greater of the minimum for the position the Employee is filling in for, or ten percent (10%) of the Employee's salary, beginning the first day of the Employee's assignment.

**ARTICLE 15
PERSONAL WORK**

Employees shall not be required to perform personal work, services, or errands for any individual unless such services are provided for the benefit of the Museum and in connection with the Employee's job duties. Personal work, services, or errands permitted by this Section include, but are not limited to, making reservations for employees, donors or Board Members when traveling on Museum business, providing off-site information technology support, and securing transportation for employees, Board Members and donors in connection with Museum business.

**ARTICLE 16
DISCIPLINE AND DISCHARGE**

No Employee shall be disciplined or discharged except for just cause after the initial ninety (90)-day introductory period. The Museum will provide the Union written notice of discharge of an Employee who has completed the introductory period.

**ARTICLE 17
PERSONNEL RECORDS**

An Employee shall have access to their official personnel record, which shall be kept in the Human Resources office. Access shall be permitted during regular business hours by appointment on an Employee's non-work time. An Employee may review their personnel record up to two (2) times in a calendar year in the presence of a representative of the Museum. Upon written request, a copy of all or part of such record shall be provided to an Employee within five (5) business days. An Employee shall have the right to place a written rebuttal statement to any document in the Employee's personnel record.

ARTICLE 18
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 – For the purposes of this Agreement, a grievance shall mean a complaint or dispute arising directly out of the interpretation, application, or alleged violation of a specific provision of this Agreement.

Section 2 – A grievance may be filed by the Union or an Employee (with a copy given to the Union), but a demand for arbitration may be filed only by the Union or the Museum. A grievance can be filed only on the template located at <https://s-us.chkmt.com/?e=247145&h=0F18D78D812255C&l=en> , which will set forth the step at which the grievance is being filed, a brief description of the circumstances giving rise to the grievance, and the provision(s) of the Agreement that are alleged to have been violated. Grievances may be filed electronically or in hard copy, but must always be submitted using the agreed upon template. The Museum may file a grievance to the Union in accordance with Section 7 of this Article. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of any complaint or dispute arising directly out of the interpretation, application, or alleged violation of a specific provision of this Agreement.

Section 3 – The parties may attempt to resolve grievances informally prior to submitting them to the grievance and arbitration procedure set forth below. An Employee has the right to have a Union Representative present at each step of the grievance procedure set forth below, but nothing in this Agreement shall prevent an Employee from resolving any problem or grievance in a manner consistent with this Agreement and the law, with or without the presence of a Union representative.

Section 4 – A grievance shall be processed as follows:

Step One: The grievance shall be submitted in writing by hand, facsimile or electronic mail to the Employee's supervisor or manager or their designee within twenty (20) calendar days after the occurrence of the facts or circumstances giving rise to the grievance or within fifteen (15) calendar days after the affected Employee or the Union knew or should have known of the occurrence of those facts or circumstances, whichever is later. The Museum shall give a written response to the grievance within ten (10) calendar days after receipt of the grievance.

Step Two: If the grievance is not resolved at Step One, a Step Two grievance shall be submitted in writing by hand, facsimile or electronic mail to the applicable Department Head overseeing the grievant's department or their designee within ten (10) calendar days after the Museum has responded to the Step One grievance. The Museum shall give a written response to the grievance within ten (10) calendar days receipt of the grievance.

Step Three: If the grievance is not resolved at Step Two, a Step Three grievance shall be submitted in writing by hand, facsimile or electronic mail to the member of the Leadership Team to whom the Department Head or designee who heard the Step Two grievance reports or their designee within ten (10) calendar days after the Museum has responded to the Step Two grievance. The Museum shall hold a meeting to discuss the grievance within ten (10) calendar days receipt of the grievance. The Museum shall give a written response to the grievance within ten (10) calendar days after the review meeting.

Step Four: If the grievance is not resolved at Step Three, the Union or the Museum only shall submit the grievance to arbitration by giving written request by hand, facsimile or electronic mail to the other party and the Labor Relations Connection within thirty (30) calendar days after the Museum has responded to the Step Three grievance. Failure to so

request arbitration within the aforesaid thirty (30) calendar-day period shall constitute a waiver of the grievance unless the Union demonstrates good cause for failing to file the demand for arbitration within that 30-calendar day period. In the event the Museum and the Union are unable to agree upon an arbitrator, they shall request a list of arbitrators from the Labor Relations Connection. Such arbitrators must be members of the American Arbitration Association and the National Academy of Arbitrators. The parties will select an arbitrator in accordance with the Labor Relations Connection's Labor Arbitration Rules. Once selected, the arbitrator will hear and determine the case in accordance with the Labor Relations Connection's Labor Arbitration Rules. Copies of all correspondence concerning arbitration, except the arbitrator selection list, shall be served on the other party. The arbitration shall be held in Boston, Massachusetts unless the Museum and the Union agree in writing to hold it elsewhere. The parties may mutually agree to submit the grievance to mediation at any time prior to the initiation of arbitration or the issuance of the arbitrator's award.

Section 5

(a) In the absence of mutual consent of the Museum and the Union, an arbitrator may not be presented with or rule upon more than one grievance in a single arbitration. Notwithstanding the forgoing, either the Museum or the Union may submit a class grievance to arbitration in accordance with this Article where the grievance raises a question(s) about the application or violation of a specific term of this Agreement that is common to a class of Employees. Such class grievances may be initiated at Steps One, Two, or Three at the discretion of the grieving party within twenty (20) calendar days after the occurrence of the facts or circumstances giving rise to the grievance or within fifteen (15) calendar days after the affected Employee or the Union knew or should have known of the occurrence of those facts or

circumstances, whichever is later. It is the desire of the Museum and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the Museum and the Union agree otherwise in writing. The Museum and the Union agree that a grievance arising out of (i) the termination of an Employee's employment, (ii) an alleged violation of a health or safety provision of this Agreement, or (iii) the Museum's denial of vacation or a leave of absence provided by this Agreement may be initiated at Steps One or Two at the Union's discretion within twenty (20) calendar days after the occurrence of the facts or circumstances giving rise to the grievance or within fifteen (15) calendar days after the affected Employee or the Union knew or should have known of the occurrence of those facts or circumstances, whichever is later. .

(b) Arbitration hearings shall be conducted pursuant to the Labor Relations Connection's Labor Arbitration Rules. Only the Union and the Museum or either's authorized representative may present or defend the grievance at arbitration. No Employee may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

(c) The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement.

(d) The decision and award of the arbitrator shall be final and binding upon the Museum and the Union and the employees covered hereby to the extent provided by law.

(e) The fees and expenses of the arbitrator and the hearing room shall be shared equally by the Museum and the Union. Each party is responsible for its own attorneys' fees. The arbitration shall be held in Boston, Massachusetts at the Museum unless the Museum and the Union agree in writing to hold it elsewhere. Neither party will charge the other for any costs associated with hosting the hearing at its premises.

Section 6 – Failure of any grievant to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it unless the Union demonstrates good cause for failing to meet the deadline. In the event the Museum (or the Union if the grievance is filed by the Museum) does not comply with the foregoing time limits the Union (or the Museum if the grievance was filed by the Museum) may advance the grievance to the next step in accordance with the applicable time limits. Time is of the essence, but any time limits in this Article can be modified or waived by the written agreement of the Museum and the Union.

Section 7 – A grievance initiated by the Museum alleging a violation of the Agreement by the Union shall be presented in writing to and discussed with the President of the Union or the President’s designee. A demand for arbitration for such a grievance may also be made in accordance with Section 4, Step 4 of this Article.

Section 8 – All time periods in this Article are measured in calendar days. However, in the case of any time period in this Article that is seven (7) days or less, Saturdays, Sundays and/or holidays recognized by the Museum will not be counted. If the final day of any time period in this Article falls on a Saturday, Sunday or holiday recognized by the Museum, the final day of the time period shall be the next day on which the Museum’s administrative offices are open for business.

ARTICLE 19
NO STRIKE AND NO LOCKOUT

Section 1 – During the term of this Agreement, or any renewal or extension thereof, neither the Union, its members, nor any Employee, concertedly or individually shall authorize, threaten, engage in or otherwise participate in any strike (including sympathy strike), work stoppage, slowdown, boycott, picket line, refusal to cross any picket line, or any other

interruption or interference with the work or the business of the Museum, regardless of whether there is a claim by the Union of breach of this Agreement, or violation of federal, state, or local law.

Section 2 – Any Employee who violates this Article shall be subject to immediate suspension or discharge, at the discretion of the Museum. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor shall it establish any precedent. In the event an Employee is disciplined for a violation of this Article 19, the only issue that may be presented to an arbitrator is whether the Employee, in fact, engaged in conduct that violated this Article. Upon finding that such violation occurred, the arbitrator shall have no authority to review or modify the degree of discipline issued by the Museum as a consequence of such violation.

Section 3 – Each Employee who holds a position as officer of the Union occupies a position of special trust and responsibility in maintaining and ensuring compliance with the provisions of this Article. Accordingly, the Union agrees to notify all of its officers of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are Employees of the Museum) during any interruption which may be initiated by others; and their responsibility, in the event of a violation of Section 1 of this Article by other Employees, to order, direct and use every effort to encourage such Employees to cease and desist from all conduct in violation of Section 1 of this Article.

Section 4 – The Union agrees that in the event of any strike (including sympathy strike), work stoppage, slowdown, boycott, picket line, refusal to cross any picket line, or any other interruption or interference with the work or the business of the Museum at any of its locations

caused by or engaged in by persons not covered by this Agreement, the Employees covered by this Agreement will continue to report to work and discharge the duties assigned to them.

Employees who have a justified concern that their safety will be jeopardized by crossing a picket line established by persons not covered by this Agreement will not be required to cross such picket line, provided such Employees have notified the Museum of their concern.

Section 5 – During the term of this Agreement or any extension thereof, the Museum will not institute a lockout over a dispute with the Union so long as there is good faith compliance by the Union and all Employees with this Article.

ARTICLE 20 CONTINUITY OF MUSEUM OPERATIONS

The parties recognize that the Museum's plans for utilization of physical properties and facilities may change. Accordingly, without waiving any rights the Union may have under the National Labor Relations Act to bargain over the effects of the Museum's decision to close or relocate its present facility or to represent employees in any relocated facility, the Union understands and agrees that the Museum, in its discretion, may decide to close any or all of its present facilities or to cease operations in any portion thereof. Nothing in this Agreement, including the recognition of the Union as bargaining agent, is intended as a guarantee, implicit or implied, that any work currently or subsequently performed at any of the Museum's facilities shall continue to be performed at that facility, nor as a guarantee or obligation of employment or to continue Museum operations or any portion thereof.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

Section 1 – The Museum and the Union agree to hold Labor Management Committee meetings at least quarterly for the purpose of discussing issues of mutual interest. The

meetings will be scheduled for no less than one (1) hour and may be held in person, virtually or in a hybrid setting. To facilitate such meetings, the parties will agree upon an agenda and will identify their respective attendees at least seven (7) days prior to each meeting. Subject to its operating needs, the Museum shall make reasonable efforts to release employees scheduled to work during the time the Labor Management Committee meeting is scheduled without loss of pay. The Museum shall continue to make reasonable provisions for the safety and health of Employees. Health and safety (including necessary training) will be a standing agenda item for Labor Management Committee meetings. The Labor Management Committee also may discuss IDEA issues.

Section 2 – The Union will appoint up to four (4) representatives, which may include a Union representative from the Union and current Employees to attend the Labor Management Committee meeting. The Museum will appoint up to four (4) representatives it deems appropriate to address the agenda items for each meeting. A representative of the Museum and the Union Representative shall co-chair the meeting.

Section 3 – The Museum and the Union shall agree to conduct themselves in a collegial manner at Labor Management Committee meetings. The Labor Management Committee shall not have the independent authority to implement changes to policies and practices or to modify provisions of this Agreement.

Section 4 – The Museum’s Director shall attend one Labor Management Committee meeting each calendar year.

ARTICLE 22 WAGES

Section 1 – Effective October 1, 2021, the minimum hourly rate for Employees will be \$17.25 per hour. Effective October 1, 2021, the hourly rate for the Retail Supervisor will be \$20.50 and the hourly rate for the MVS Lead will be \$22.00.

Section 2 – Effective October 1, 2021, Employees’ regular rate of pay will be increased by two and one-half percent (2.5%) (the increase for any Employee whose hourly rate is lower than \$17.25 on the date of the Memorandum of Agreement signed by the Union and the Museum regarding this wage increase will be the greater of a 2.5% increase to the Employee’s then-current hourly rate or \$17.25).

Section 3 – Effective July 1, 2022, the minimum rate for the pay grades applicable to Employees will be increased to the rates set forth in Appendix A to this Agreement. Effective July 1, 2022, Employees’ regular rate of pay will be increased by five percent (5%) (the increase for any Employee whose hourly rate is lower than the minimum rate for the pay grade of the Employee’s position will be the greater of a 5% increase to the Employee’s then-current hourly rate or the minimum rate for the pay grade of the Employee’s position.).

Section 4 – Effective July 1, 2023, the minimum rate for the pay grades applicable to Employees will be increased by two percent (2.0%). Effective July 1, 2023, Employees’ regular rate of pay will be increased by three percent (3.0%) (the increase for any Employee whose hourly rate is lower than the minimum rate for the pay grade of the Employee’s position will be the greater of a 3.0% increase to the Employee’s then-current hourly rate or the minimum rate for the pay grade of the Employee’s position.). In accordance with the Side Letter on Regrading Positions, certain positions will be regraded effective July 1, 2023. Employees whose positions are regraded pursuant to the Side Letter on Regrading Positions do not receive the 3.0% increase.

The pay increase associated with the regraded position is in lieu of the 3.0% increase set forth above.

Section 5 – Effective July 1, 2024, the minimum rate for the pay grades applicable to Employees will be increased by two percent (2.0%). Effective July 1, 2024, Employees’ regular rate of pay will be increased by three percent (3%) (the increase for any Employee whose hourly rate is lower than the minimum rate for the pay grade of the Employee’s position will be the greater of a 3.0% increase to the Employee’s then-current hourly rate or the minimum rate for the pay grade of the Employee’s position.). In accordance with the Side Letter on Regrading Positions, the Assistant Conservator position will be regraded effective July 1, 2024. Assistant Conservators do not receive the 3.0% increase. The pay increase associated with the regrading is in lieu of the 3.0% increase set forth above.

ARTICLE 23 TRANSPORTATION BENEFITS

Employees shall be eligible for transportation benefits (such as MBTA pass subsidies) on the same terms and conditions as offered on a Museum-wide basis to non-represented employees, as those terms and conditions may be amended by the Museum from time to time. Subject to the preceding sentence, effective July 1, 2022, these transportation benefits are being modified so that Employees working less than 17.5 hours per week are eligible to receive a prorated benefit of 25% of the cost of a Link Pass for subway and bus paid by the Museum.

**ARTICLE 24
HOLIDAYS, SICK LEAVE, PERSONAL DAYS AND VACATION**

Employees shall be eligible for paid holidays, sick leave, personal days and vacation on the same terms and conditions as offered on a Museum-wide basis to non-represented employees, as those terms and conditions may be amended by the Museum from time to time. Subject to the preceding sentence, effective July 1, 2022, the waiting time to access accrued vacation time will be reduced from six (6) months to three (3) months.

**ARTICLE 25
LEAVES OF ABSENCE**

Employees shall be eligible for leaves of absence (including bereavement leave and jury duty leave) on the same terms and conditions as offered on a Museum-wide basis to non-represented employees, as those terms and conditions may be amended by the Museum from time to time.

**ARTICLE 26
HEALTH CARE BENEFITS AND LIFE INSURANCE**

The health care benefits and plans (including medical, dental, vision, and prescription drugs) and life insurance offered on a Museum-wide basis for non-represented employees will continue during the term of the Agreement as is or as they may be changed by the Museum on a Museum-wide basis. This includes, but is not limited to, the same plan design, premiums, contribution levels, deductibles and copays as others in the plan as shall be established and adjusted by the Museum from time to time. Subject to the preceding two sentences, effective July 1, 2022, the Museum will implement a supplemental vision plan that will provide coverage towards eyeglasses and contact lenses. This will be an optional Employee paid plan separate from the health insurance which covers routine eye exams once per year available through payroll deduction. Notwithstanding the foregoing, if the Museum changes the health care

benefits and plans (including medical, dental, vision, and prescription drugs) and life insurance, the Museum will endeavor to provide coverage substantially equivalent to that in effect before the change is made. The Union agrees that changes to and administration of these health care benefits and plans and life insurance are not subject to the grievance and arbitration provisions of this Agreement, except as to the issue of whether the Museum endeavored to provide coverage substantially equivalent to that in effect before it changed the health care benefits and plans (including medical, dental, vision, and prescription drugs) or life insurance. In addition, any disputes concerning benefits eligibility or plan administration of the benefits described in this Article shall be submitted and resolved exclusively through claims procedures within the applicable plan documents, and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 27 RETIREMENT

The retirement benefits and plans offered on a Museum-wide basis for non-represented employees will continue during the term of the Agreement as is or as they may be changed or discontinued by the Museum on a Museum-wide basis. This includes, but is not limited to, the same plan design and contribution levels as others in the plan as shall be established and adjusted by the Museum from time to time. The Museum will amend its retirement plan within 90 days of ratification of this Agreement to reflect the following change effective July 1, 2022: After one year of service, eligible Employees receive a 4% matching contribution from the Museum. After two years of service, eligible Employees receive an 8% matching contribution from the Museum. The Union agrees that changes to and administration of these retirement benefits and plans are not subject to the grievance and arbitration provisions of this Agreement. In addition, any disputes concerning benefits eligibility or plan administration of the benefits described in this

Article shall be submitted and resolved exclusively through claims procedures within the applicable plan documents, and shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE 28
LEGALITY/STABILITY OF AGREEMENT**

If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction or rendered impossible to perform by a law or regulation, such decision, law or regulation shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid or rendered impossible to perform shall remain in full force and effect and shall not be invalidated. The Parties shall meet and negotiate regarding the provision declared to be invalid or rendered impossible to perform and a replacement for it where such provision can lawfully be replaced by a substantially similar provision.

**ARTICLE 29
NOTICE**

Except where otherwise specifically provided in this agreement, all notices required herein shall be by email or Certified Mail, Return Receipt Requested, and shall be addressed to the Museum and Union respectively as follows:

Museum of Fine Arts, Boston
Attn: Human Resources
465 Huntington Avenue
Boston, MA 02115
Email address for current Director of Human Resources

Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO
Attn: President
350 West 31st Street, 4th Floor
New York, NY 10001
Local2110@2110uaw.org

ARTICLE 30
COMPLETE AGREEMENT

Section 1 – This Agreement constitutes the entire agreement between the Museum and the Union. No deletion, change or amendment of any term or provision of this Agreement shall bind the Museum or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Museum and the Union.

Section 2 – The failure of the Museum or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Museum or the Union to future performance of any such term or provision, and the obligations of the Museum and the Union to such future performance shall continue in full force and effect.

**ARTICLE 31
DURATION**

This Agreement shall go into effect on the date of its execution and shall continue in effect from its effective date until June 30, 2025, and shall thereafter automatically be renewed from year to year unless either party shall notify the other party in writing at least 60 days prior to any such expiration date that it desires to change or modify the terms thereof.

Executed on this 7 day of ~~July~~ ^{December} *EW*, 2022 in Boston, Massachusetts.
EW

Eric Woods

MUSEUM OF FINE ARTS, BOSTON

Mr. [Signature]

**TECHNICAL, OFFICE AND PROFESSIONAL UNION,
LOCAL 2110, UAW, AFL-CIO**

APPENDIX A

GRADES		FY23	FY24	FY25
UNIT 1 GRADE 5	NEH 5	\$18.12	\$18.48	\$18.85
UNIT 1 GRADE 4	NEH 4	\$19.57	\$19.96	\$20.36
UNIT 2 GRADE 5	NES/NEH 5	\$33,853	\$34,530	\$35,221
UNIT 2 GRADE 6	NES/NEH 6	\$37,229	\$37,974	\$38,733
UNIT 2 GRADE 7	NES/NEH 7	\$40,954	\$41,773	\$42,608
UNIT 2 GRADE 8	NES/NEH 8	\$45,070	\$45,971	\$46,890
UNIT 2 GRADE 9	NES/NEH 9	\$49,590	\$50,582	\$51,594
UNIT 3 GRADE 8	ES 8	\$48,575	\$49,547	\$50,538
UNIT 3 GRADE 9	ES 9	\$53,395	\$54,463	\$55,552
UNIT 3 GRADE 10	ES 10	\$58,783	\$59,959	\$61,158
UNIT 3 GRADE 11	ES 11	\$64,681	\$65,975	\$67,295
UNIT 3 GRADE 12	ES 12	\$71,095	\$72,517	\$73,967
UNIT 3 GRADE 13	ES 13	\$78,226	\$79,791	\$81,387
UNIT 3 GRADE 14	ES 14	\$86,300	\$88,026	\$89,787

Side Letter on Regrading Positions

The Museum and the Union agree that the positions reflected in the table below will be regraded as set forth in the table effective July 1, 2023.

NAME	DEPARTMENT	POSITION	CURRENT GRADE	GRADE ON 7/1/23
Adachi, Michiko	Conservation, Asian Conservation	Bettina Burr Associate Conservator, Asian Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Boyer, Linsly G	Conservation, Objects Conservation	Associate Conservator, Objects Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Chock, E Chieh	Conservation, Furniture and Frame	Andrew W. Mellon Fellow for Advanced Training, Furn. & Frame	Non-Exempt Salary.NES 8 A	Exempt Salary.ES 8
Clive-Powell, Kate E	Conservation, Textiles Conservation	Sherman Fairchild Fellow, Textile Conservation	Non-Exempt Salary.NES 8 A	Exempt Salary.ES 8
Gordon, LeeAnn Elizabeth Barnes	Conservation, Objects Conservation	Associate Conservator, Objects Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Mastandrea, William J (Bill)	Conservation, Objects Conservation	Gale R. & Henry R. Guild Fellow, Advanced Training, Objects	Non-Exempt Salary.NES 8 A	Exempt Salary.ES 8
Mayberger, Evelyn J	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 11
Newbury, Katrina H	Conservation, Paper Conservation	Saundra B. Lane Associate Conservator, Paper	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Pohl, Christie M	Conservation, Objects Conservation	Associate Conservator, Objects Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Porter, Gregory R	Conservation, Furniture and Frame	Assistant Conservator, Furniture and Frame	Exempt Salary.ES 10 A	Exempt Salary.ES 11
Ruggiero, John A	Information Technology	Collections Systems Programmer	Exempt Salary.ES 9 B	Exempt Salary.ES 10
Thompson, Joel L	Conservation, Textiles Conservation	Associate Conservator, Textiles	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Trehu, Emilie C	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 11
Tsai, Hsin-Chen	Conservation, Asian Conservation	Cornelius Van der Starr Assoc Conservator, Chinese Paintings	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Wheeler, Siobhan	Registration and Collections Management	Registrar for Touring Exhibitions	Exempt Salary.ES 11 A	Exempt Salary.ES 12

The Museum and the Union agree that the positions reflected in the table below will be regraded as set forth in the table effective July 1, 2024.

NAME	DEPARTMENT	POSITION	CURRENT GRADE	GRADE ON 7/1/24
Mayberger, Evelyn J	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 12
Porter, Gregory R	Conservation, Furniture and Frame	Assistant Conservator, Furniture and Frame	Exempt Salary.ES 10 A	Exempt Salary.ES 12
Trehu, Emilie C	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 12

AGREED AND ACCEPTED BY:

MUSEUM OF FINE ARTS, BOSTON

TECHNICAL OFFICE AND PROFESSIONAL UNION, LOCAL 2110 UAW

By: Eric Woods

By: [Signature]

Dated: 12-7-22

Dated: Feb. 6, 2023

Side Letter on Executive Assistants to New Leadership Team Positions

The Museum and the Union agree that if a new Leadership Team position is created after ratification of the Agreement, the Museum will notify the Union if an Executive Assistant will be assigned to report to that new Leadership Team member. The Union agrees that if the Museum demonstrates the Executive Assistant will have access to confidential information as defined by the National Labor Relations Act, including confidential labor relations information shared with the Museum's Board of Trustees, the Union will not unreasonably deny a request by the Museum to exclude that Executive Assistant from the bargaining unit.