

COLLECTIVE BARGAINING AGREEMENT

Between

THE PORTLAND MUSEUM OF ART

and

**TECHNICAL, OFFICE, AND PROFESSIONAL UNION,
LOCAL 2110, UNITED AUTO WORKERS**

Effective October 1, 2021 through September 30, 2024

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Article 1. **Recognition**

1. The Portland Museum of Art (“PMA”) recognizes Technical, Office and Professional Union, Local 2110, UAW (the “Union”) as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 01-RC-266534, for all full-time, regular part-time, and on-call employees employed by the Employer, excluding all confidential employees, professional employees, managers, guards, and supervisors as defined in the Act and all interns and student positions whose positions are expected to be of no more than six (6) months and graduate fellows whose positions are expected to be no more than one (1) year in duration.

2. Temporary employees in positions of no more than one hundred twenty (120) days in duration, who are so informed at the time of hire, to replace an employee on a leave of absence or vacation, or to fill a job vacancy while an active search is being made for a regular replacement, shall be excluded from the unit. The said one hundred twenty (120) day period may be extended if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave, or by mutual agreement of the parties.

Article 2. **Support of Mission**

1. The PMA and the Union agree that they will work together to support the mission of the museum as a nonprofit organization to create an inclusive space and make art accessible to all and to support the museum’s core values of courage, equity, service, sustainability, and trust, and will interpret the terms of this Contract consistent with that purpose.

Article 3. **Union Security and V-CAP**

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 continued employment.

2. An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the 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.

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

4. Upon receipt of a written notice from the Union, the PMA shall promptly deduct from the wages all membership dues (or service charges) as provided in the authorization form executed by the employee. Such deductions shall be made each pay period. The PMA will notify the Union promptly of any revocation of such authorization received by it.

5. The PMA shall forward those funds monthly 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.

6. The PMA shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.

7. The PMA shall provide new hires with an introductory letter signed by the Union per **Exhibit A**, a Union membership form, and a copy of this Agreement.

8. The PMA agrees to deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

- a. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.
- b. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the PMA before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.
- c. The PMA agrees to remit said deductions promptly to UAW V-CAP, care of the Union. The PMA further agrees to furnish the Union with the names of those employees for whom deductions have been made, the amounts that have been deducted, and the pay period for which they have been deducted.

Article 4. **Notice to the Union**

Notice to the Union shall be in writing and sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union which is currently:

UAW Local 2110
223 West 38th Street, Unit 1419
New York, NY 10018

Article 5. **Information to the Union**

1. The PMA shall provide notice to the Union and the Unit Chair of new hires within fourteen (14) days, including, to the extent known to the PMA, name, email address (PMA and personal), date of hire, job title, division, department, salary, grade, classification, exempt/non-exempt status, home address, home telephone number, work extension, work location, date of birth, gender, ethnicity, and job description.

2. The PMA shall provide notice of terminations, other than layoffs or disciplinary discharges, to the Union and the Unit Chair within fourteen (14) calendar days of occurrence, including name and date of termination.

3. The PMA shall provide notice to the Union and the Unit Chair of transfers, promotions, relocation, merit increases, reclassifications, title changes, reporting relationships, and changes in job description within fourteen (14) calendar days of occurrence.

4. The PMA shall provide notice of temporary employees within fourteen (14) days of hire, including name of employee, expected duration of appointment, department and position the temporary is assigned to.

Article 6. **Management Rights**

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 to determine when, where, how, and under what circumstances it wishes to operate, suspend, discontinue, or move its operations; to hire and to determine the number of employees; to establish, consolidate, or eliminate job classifications; to discipline, discharge, transfer, promote, or lay off employees for lack of work or other legitimate reasons; to determine when and how much overtime shall be worked; to determine standards of performance; to direct employees and to assign duties as the employer deems appropriate, and to create or modify job descriptions; to

set or change work shifts and work schedules; to implement changes the PMA may make to PMA-wide benefit plans in which bargaining unit members also participate; and to promulgate any work rules that do not conflict with the express terms of this collective bargaining agreement.

2. These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned.

3. The employer may assign bargaining unit work to employees outside the unit or to contractors if necessary due to skill requirements that are not available among unit members, or where subcontracting is due to license requirements, curatorial changes, artist, or other third-party requirements, or other circumstances beyond its control.

4. There shall be no binding past practices either as of this date or created in the future unless acknowledged in writing signed by the parties.

Article 7. Union Rights

1. Upon reasonable advance notice, Union representatives shall have reasonable access to the PMA premises for the purpose of conferring with its delegates and/or employees covered by this Agreement. Such visits shall not interfere with employees' work or PMA operations.

2. There shall be union-designated bulletin boards in the employee breakroom or other mutually agreed upon locations in which bargaining unit employees are located.

3. The PMA shall make good faith effort to schedule grievance meetings during the grievant's work hours.

4. The Unit Chair and two (2) union Delegates shall be released for up to two (2) days once per year to attend Union trainings following at least thirty (30) days' advance notice. They may elect to take such days as unpaid time off or charge such time to their paid time off accruals. The PMA shall not unreasonably deny release time to the Unit Chair and two (2) Union Delegates to handle grievances.

5. The PMA shall not unreasonably deny requests to schedule bargaining unit meetings on premises during lunch breaks or after work hours on dates and locations agreed upon by the Union and the PMA up to four (4) times per year. With appropriate notice, the PMA shall not unreasonably deny an appropriate space for such meetings.

Article 8. Maintenance of Benefits

The provisions of the PMA Employee Handbook and all other written PMA personnel policies, as amended from time to time by the PMA, shall apply to members of the bargaining unit except to the extent they conflict with this Agreement.

Article 9. Nondiscrimination

Employees shall not be discriminated against on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, physical or mental disability, veteran status, status as a whistleblower, marital status, gender identity or expression, genetic information, union status or union activities, or any other protected characteristic as established by law.

Article 10. Severability

If any provision of this Agreement is adjudicated to be unlawful, no other portion, provision, or article of this Agreement shall be invalidated. The parties shall bargain in good faith with respect to any provision found to be unlawful.

Article 11. Successorship

This Agreement shall be binding upon all successors and assigns of the PMA.

Article 12. Personal Work

Employees shall not be required to perform work or errands of a solely personal nature unrelated to PMA business, for any other employee, Board Member, vendor, patron, or visitor of the PMA.

Article 13. Labor-Management Committee

1. The Union and the PMA agree to establish a joint Labor-Management committee that shall meet quarterly (or more frequently, if necessary) about issues of concern to the parties not pertaining to active grievances with the exception of grievances related to health and safety. The management representatives on the committee shall include at least one member of PMA's executive team. The Union shall designate its own representatives to the committee which shall include a staff representative from the Union.

2. The Union shall have the right, upon reasonable request, to meet with the PMA's Director, at least once per year. The PMA shall consider the Union's reasonable request to meet with the Board of Trustees or a subcommittee of the Board.

Article 14. **No Strike, No Lockout**

1. Neither the Union nor any employee shall authorize, encourage, or engage in any strike (whether economic, unfair labor practice, sympathy, or otherwise), slowdown or boycott, work stoppage, or other concerted interference with the operations of the PMA during the term of this Agreement. Any employee engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.

2. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, slowdown or boycott, work stoppage, or other concerted interference with the operations of the PMA occur, the Union shall immediately use every means at its disposal to get employees who participate or engage in such action to return to work and, within twenty-four (24) hours of a request by the PMA:

- a. Publicly disavow such action by employees;
- b. Advise the PMA in writing that such an action by employees has not been called or sanctioned by the Union
- c. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately;
- d. Post notices on Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

3. The PMA agrees that it will not lock out employees during the term of this Agreement.

Article 15. **Personnel Files**

1. An employee shall have a right to review and have a copy of all material in their Personnel File with ten (10)-day notice to the Human Resources Department.

2. All materials in an individual's employment file shall remain confidential and shall not be shared outside the PMA without the employee's written consent except as may be

reasonably needed in connection with legal proceedings or other reasonable business needs. Only authorized supervisors and designated PMA representatives or agents will have access to an employee's personnel file. The PMA will cooperate and provide access to an employee's personnel file to local, state, and federal agencies in accordance with applicable law. Confidential health/medical records will be kept separately from an employee's personnel file and will not be subject to the foregoing.

Article 16. **Health and Safety and Workplace Conditions**

1. The PMA shall provide a safe and healthful workspace.
2. The PMA shall promptly notify the Union and Unit Chair of any health or safety emergency affecting employees.
3. The PMA shall provide health and safety training to employees as required by law.
4. The PMA shall provide appropriate and safe equipment for employees' usage.
5. Injury Forms: The PMA shall make First Reports of Injury ("FROI") workers' compensation forms concerning unit members available to the Union, subject to appropriate redactions of medical or other confidential information
6. Asbestos Removal, Painting and Construction: The PMA shall provide affected employees and the Union with at least twenty-four (24) hours advance notice of asbestos removal, planned painting or construction done in employees' work areas.
7. Ergonomics: Ergonomic considerations shall be a factor in PMA's selection of furniture and other equipment.

Article 17. **Grievance and Arbitration**

1. A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement. Any grievance arising between the PMA and the Union or an employee represented by the Union shall be settled in the manner set forth below.
2. A grievance may be presented by either the Union or the PMA. If presented by the PMA it shall be presented by written notice to the Union with a copy to the Unit Chair, whereupon the matter shall proceed directly to Step Two of the grievance procedure. If presented by the Union, it shall be presented by written notice to the PMA, whereupon the matter shall proceed at Step One of the grievance procedure.

3. Procedure:

a. First Step: The grievant and/or the Union shall initially present a grievance to the grievant's manager or supervisor within thirty (30) calendar days from when the grievant or the Union knew or should reasonably have known of the grievance. The grievance shall include the provision(s) of the contract alleged to be violated. The PMA shall provide a response within fourteen (14) calendar days of receipt of the grievance.

b. Second Step: If the grievance is not resolved at the first step, the Union may file a written request for a Step Two meeting to the Director of Human Resources or their designee within fourteen (14) calendar days of receipt of response in the First Step. The parties will act in good faith to find a mutually agreeable time to discuss the grievance within fourteen (14) calendar days after receipt of the Union's Step Two meeting request. The meeting shall be between the Union representative, the grievant, the Unit Chair and/or Delegate, and the PMA's designated representative(s) for such meeting. If the grievance is not resolved by agreement at the meeting, the Director of Human Resources or their designee shall issue a written response to the grievance within fourteen (14) calendar days after the meeting.

c. Arbitration: If not resolved in Step Two, the Union shall have a right to submit the grievance to arbitration within *sixty (60)* calendar days of receipt of the written decision issued in Step Two. The grievance shall be submitted to an arbitrator mutually agreed upon by the PMA and the Union. If the PMA and the Union are unable to agree upon a mutually acceptable arbitrator, the grievance shall be submitted to arbitration before the AAA.

d. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.

e. Grievances concerning the termination of an employee, denial of vacation or leave to an employee, health and safety matters, or grievances that concern employees from more than one department may be filed by the Union at Step Two of the procedure.

f. Employees shall have a right to Union representation at each step of the procedure. It is the employee's responsibility to arrange for union representation.

g. Any grievance not presented by the grievant or the Union within the time limits at any step of the grievance procedure shall be deemed resolved. In the event that the PMA does not comply with the foregoing time limits, the Union may advance the grievance to the next step.

h. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

Article 18. **Discipline and Discharge**

1. No employee shall be disciplined or discharged without just cause.
2. The PMA shall notify the Union, the Unit Chair and the affected employee(s) in writing within twenty-four (24) hours of a discharge, and forty-eight (48) hours of any other disciplinary action with the reason for the discharge or disciplinary action.
3. Any new bargaining unit employee shall serve a probationary period of ninety (90) calendar days. During or at the end of the employee's probationary period, the Employer may discharge any such employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement.

Article 19. **Posting of Vacancies**

Vacancies shall be posted internally on the PMA website, on the staff bulletin board and via staff email concurrent with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring range, and a short description of responsibilities and qualifications. Such postings shall be available for no less than fourteen (14) calendar days.

Notwithstanding the foregoing paragraph, the employer may transfer, reassign, or place employees in other positions without first providing a posting to the extent required by the Americans with Disabilities Act, the Workers' Compensation Act, and/or other applicable law.

Article 20. **Seniority**

1. An employee shall accrue seniority from the date of their original hire. A break in service of one (1) year or less shall not affect seniority. If an employee separates for more than one (1) year, the employee shall accrue seniority from the most recent date of hire. Notwithstanding the foregoing, seniority for the purpose of employee benefits such as short-term disability benefits, shall be governed by the terms of the applicable plan documents.

2. Transfers: Employees shall be entitled to apply for other PMA positions for which they qualify. Qualified internal applicants shall be interviewed before outside applicants.

3. Layoff: The PMA shall provide no less than thirty (30) days advance written notice of a layoff or position elimination. Notice shall be given to the Union, the Unit Chair and to any affected employee(s).

a. In the event of a layoff, the least senior employee in the affected classification shall be laid off first.

b. In the event of a layoff, the senior person(s) in a job classification who has the ability to perform the required work based on such standards as efficiency, experience, skills and training and the Employer's reasonable anticipation as to the applicant's capacity to perform the particular job, shall be given preference. In the event that there are two (2) or more such qualified employees who are on layoff status, the vacancy shall be offered first to the most senior of the qualified, laid off employees.

c. Any employee who is laid off shall receive severance pay in the amount of two (2) weeks per year of service. No employee shall receive less than four (4) weeks of severance pay.

Article 21. **Workplace Diversity**

1. The PMA is committed to workplace diversity and shall make good faith efforts in the areas of recruitment, hiring and promotion of bargaining unit employees. The PMA shall foster career development and promote a diverse workforce at all levels consistent with this commitment.

2. The PMA shall provide DEAI training for all staff. Such training shall occur during the employee's normal work hours, or the employee shall be paid for the time.

3. The Labor Management Committee shall meet to discuss DEAI issues, including recruitment, retention, advancement and mentorship of employees, and employment policies and practices as they relate to DEAI.

4. The Union may appoint one member to participate in all Museum-wide DEAI committees or councils implemented by the PMA.

Article 22. **Compensation**

1. Effective October 1, 2021, the following shall be the minimum rates:

<u>Grade</u>	<u>Minimum Annual Salary</u>
B	\$38,000 (\$18.27)
C	\$39,000
D	\$40,000
E	\$41,000
F	\$44,000
G	\$48,000
H	\$52,000
I	\$56,000
J	\$62,000
K	\$70,000

2. These minimum annual salary levels will remain effective for the duration of the contract.

3. Effective October 1, 2021, all employees receive the minimum for their grade or a 3% increase, whichever is greater.

4. Effective on October 1, 2022, all employees receive a 2% increase, with an opportunity for each employee to receive a merit increase of up to 1%, tied to employee performance. Any employee who has not been subject to a performance improvement plan (“PIP”) at any time between October 1, 2021, and October 1, 2022, shall receive the full 1% merit increase. Employees who have been subject to a PIP during this period may receive a merit increase between 0-1% at the discretion of the PMA.

5. Effective on October 1, 2023, all employees receive a 2% increase, with an opportunity for each employee to receive a merit increase of up to 1%, tied to employee performance. Any employee who has not been subject to a performance improvement plan (“PIP”) at any time between October 1, 2022, and October 1, 2023, shall receive the full 1% merit increase. Employees who have been subject to a PIP during this period may receive a merit increase between 0-1% at the discretion of the PMA.

6. Minimum annual salaries shall be prorated for part-time employees.

7. An employee who fills in for another employee on a temporary basis while a search is being conducted to fill a vacancy for more than thirty (30) days, shall receive the minimum for the position the employee is temporarily filling or a five percent (5%) salary differential, whichever is greater, for the duration of the period the employee fills in. This section is intended to apply only to bargaining unit members who are assigned to fill in for a substantial portion of an absent employee’s position.

Article 23. Compensatory Time

Exempt full-time employees who are required by the PMA to work outside their normal work schedule will earn 30 minutes of compensatory time for each extra hour of work beyond 40 hours worked per week. Employees may use compensatory time within sixty (60) days of earning it. Employees must schedule use of compensatory time by coordinating with their supervisor and receiving advance approval in the same manner as with PTO. Requests for compensatory time off shall not be unreasonably denied. Compensatory time is use it or lose it, and is not payable upon termination of employment regardless of reason.

Article 24. Benefits

A. Health Care

1. The PMA shall maintain the current or equivalent health coverage, unless doing so would cause premium costs to increase by 10% or more. If current or equivalent coverage would cause premium costs to increase 10% or more, the PMA may make alterations to the health coverage under its employer-provided health care plan.

2. The PMA shall not change employee premium contributions for the duration of this contract.

3. The PMA will increase the amount of funding to the employer-provided Healthcare Reimbursement Arrangement (“HRA”), as follows:

4.

- a. Employee-only coverage (\$5,000 deductible): increase HRA funding from \$3,500 to \$4,000.
- b. Family coverage (\$10,000 deductible): increase HRA funding from \$7,000 to \$8,000.

B. Retirement

The PMA will increase the 403(b)-plan match for qualified employee contributions up to three percent (3%) of the employee’s salary at a rate of 100%, subject to all other terms and conditions of the plan.

C. Paid Time Off

1. Full-time employees with eight (8) years of service or more shall be entitled to 5 weeks of vacation.

2. Employees are eligible for 6 weeks of paid Parental Leave.

D. Professional Development and Training

1. The PMA will set aside a minimum of \$25,000 per year for staff professional development including conferences, workshops, professional memberships, training, and courses reasonably related to a career at the PMA. An individual's requests will be subject to the approval of the PMA which shall not be unreasonably denied.

2. An employee with at least one (1) year of service at the PMA may apply for up to a thirty (30) day unpaid leave to work on a professional project or pursue a course of study reasonably related to a career at the PMA. An individual's requests will be subject to the approval of the PMA which shall not be unreasonably denied. Benefits will be maintained during any such leave, provided that employees are required to remit their share of benefits costs during this period of leave.

E. Cell Phones

The PMA will provide up to \$30.00 per month reimbursement for cell phone usage for employees who are required by the PMA to use their cell phones for their positions, subject to submission of documentation of the expense.

F. Other Existing Benefits

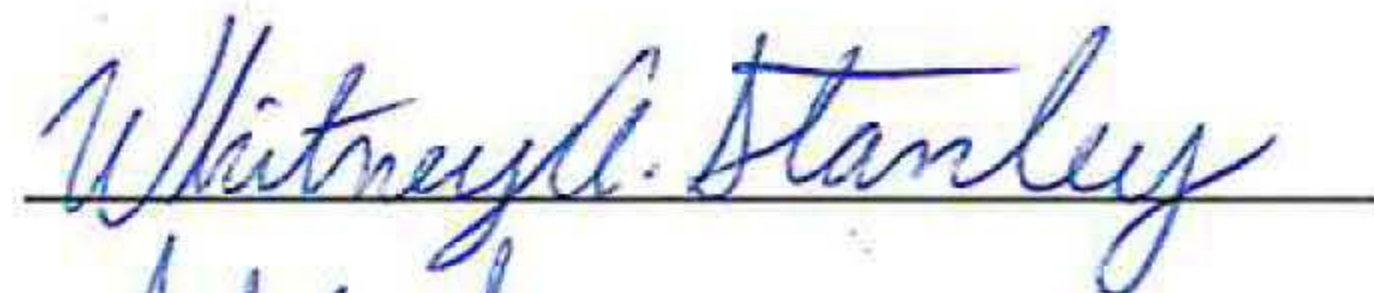
The PMA may make changes from time to time to all other existing employee benefits that are not inconsistent with this Agreement, provided that those changes apply museum wide.

For Portland Museum of Art:



By: Mark HC Bessive
Its: Director

For UAW, Local 2110:



**Memorandum of Understanding between Portland Museum of Art and
UAW, Local 2110**

1. Upon ratification of the first Collective Bargaining Agreement (effective October 1, 2021-October 1, 2024) between the UAW, Local 2110 (the "Union") and the Portland Museum of Art ("PMA"), all bargaining unit employees will be eligible for a one-time ratification bonus in the gross amount of Five Hundred Dollars (\$500.00), payable in the first pay period following ratification of the first Collective Bargaining Agreement.

2. Bargaining unit members who have been employed with the PMA for three (3) or more years as of October 1, 2021, in salary Grades B or C shall receive a minimum annual salary of \$40,000 in the first year of the Collective Bargaining Agreement (effective October 1, 2021-October 1, 2024). For subsequent contract years, these employees will be eligible for the salary adjustments under Article 22, paragraphs 4 and 5 of the Collective Bargaining Agreement.

For Portland Museum of Art:

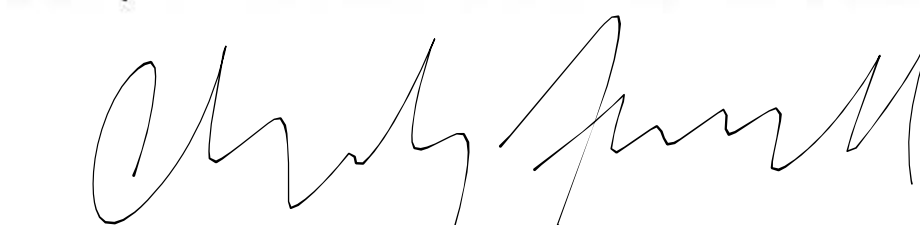
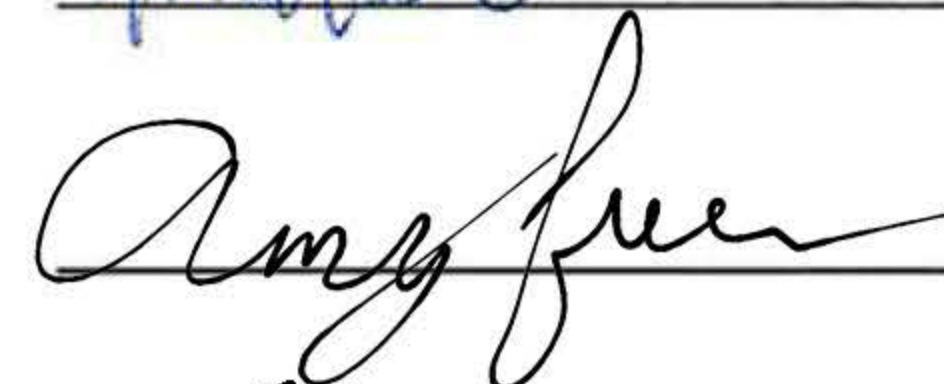


By: Mark H.C. Bessire

Its: Director

Dated: 11/12/2021

For UAW, Local 2110:



Dated: 11/15/2021