

COLLECTIVE BARGAINING AGREEMENT

- between -



Walters Workers United (WWU), AFSCME Council 3

and

| THE WALTERS | ART MUSEUM |

Walters Art Museum

July 1, 2025 through June 30, 2028

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Article 1. Recognition

Section 1. Exclusive Representation

The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and other terms and conditions of employment for all employees in the Bargaining Unit. Classifications are listed in Appendix A. The Employer will not negotiate with any other Union or employee organization on matters pertaining to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit and will not allow non-exclusive representatives or other employee organizations to address new employees within the unit at orientation meetings.

Section 2. Integrity of The Bargaining Unit

Unless otherwise provided by law, the Employer recognizes the integrity of the bargaining unit and will act consistently with the current policy to use bargaining unit employees to perform all functions in the Museum operated facilities in preference to contracting out with the private sector. In the event the Employer proposes to use non-bargaining unit individuals to displace continuing bargaining unit positions, it will provide the Union with notice at the earliest opportunity, but shall notify the Union at least sixty (60) days in advance (unless circumstances require a shorter notice) and shall meet with the Union upon request within one week after the notice is sent. Supervisors will not be assigned posts for the purpose of limiting overtime opportunities for bargaining unit employees except when fiscal or operational exigencies necessitate. Upon written request from the President of the Union identifying specific areas of concern, the Museum will review the bargaining status of identified employees, correct errors and share the results of the review with the Union on a quarterly basis. No provision in this Agreement shall be interpreted to prevent or impact in any way the Museum's right to use expert consultants in connection with special projects and ongoing capital projects; nor shall any provision in this Agreement be interpreted to prevent or impact in any way the Museum's right to use contractors in the security, maintenance (to perform maintenance work that current employees are not able to or are not qualified to perform), and housekeeping departments with notice to the Union; nor shall any provision in this Agreement be interpreted to prevent or impact in any way the Museum's ability to use contractors to fill a vacancy while the Museum recruits qualified candidates, internally and externally, with or without notice to the Union.

Section 3. Inclusion/Exclusion Of Existing And New Classifications

If it is believed that the bargaining unit status of a classification has changed, the Employer or the Union, whichever is proposing the change, shall notify the other. Following such notice, the parties shall meet and attempt to resolve the issue. The Employer will promptly notify the Union of all decisions to establish new classifications in the bargaining unit. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, it shall become part of this bargaining unit. If a new classification contains a significant part of the

work done by any classification in this bargaining unit or shares a community of interest with classifications in this bargaining unit, it shall become part of this bargaining unit.

The Union may notify the Employer that it believes that a classification should be in this bargaining unit. The parties will then meet to review the classification specifications and attempt to resolve the issue. The parties shall consider the following factors:

- A. the community of interest of the employees involved;
- B. the Employer's organizational structure;
- C. the recommendations of the parties involved.

If following such consideration, the parties are not able to reach agreement in determining the inclusion/exclusion of classifications, either party may initiate the grievance procedures under this Agreement or take the decision to arbitration under this agreement.

Article 2. Non-Discrimination

Section 1. State and Federal Laws

- A. The Museum, Union, and all Employees shall continue to comply with the applicable state and federal laws prohibiting discrimination, including discrimination on the basis of race, sex, creed, religion, color, marital or parental status including pregnancy, age, national origin, political affiliation and/or beliefs, mental, emotional and/or physical disability, sexual orientation, gender identity or expression, or other factors protected by law or subsequently agreed upon by the parties.
- B. Additionally, the Parties acknowledge that they both fully support the concept of diversity, equity, access, and inclusion for all, as implemented through the Museum's DEAI (Diversity, Equity, Access, and Inclusion) goals and initiatives, which includes the important work of the DEAI staff advisory committee.

Section 2. Union Activity

- A. Neither the Union nor the Museum shall discriminate against any Employee as a result of engaging in activity protected by the National Labor Relations Act. The Museum and AFSCME/WWU agree that members of the bargaining unit shall have the rights and protections afforded to employees under the National Labor Relations Act.

Section 3. Language Construction

- A. The parties have attempted to draft the language in a gender-neutral manner. All references to bargaining unit members in this Agreement shall be construed to include male, female, transgender, non-conforming, and non-binary Employees.

Article 3. Reasonable Accommodation

Section 1.

The Museum shall comply with the Americans with Disabilities Act and Title VII, and their corollaries in State law, as it pertains to reasonable accommodations.

Section 2.

The Museum will endeavor to assign accessible offices and workspaces (or alternative accommodations if an accessible office is not available) to eligible staff with disabilities consistent with the terms of the ADA.

Article 4. Dues Deduction

Section 1. Payroll Deduction of Union Dues and Fees

- A. The Employer agrees to honor all lawful authorizations for payroll deduction of payments to the Union and to remit such payments within thirty (30) days to the Union pursuant to such authorization. An employee's authorization for payroll deduction of dues payments to the Union shall be effective in the pay period following the pay period in which the authorization is submitted to the Employer.

Section 2. Revocation of Authorization for Payroll Deduction of Payments to the Union

- A. An employee may revoke authorization for payroll deduction of payments to the Union by emailing the Union at info@afscmemd.org and with their name, their title, their employer, and a request to revoke their membership and authorization of dues deduction.
- B. The Employer will not interfere with the membership status of its employees and will not initiate any changes to employees' dues deduction.

Section 3. Indemnification

- A. The Union shall hold the Museum harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the Museum in making payroll deductions of Union membership dues, and/or fees, or their equivalent, as herein above defined.

Article 5. Union Rights

Section 1. Union Leave

- A. The Chapter Chair shall be granted full paid release time from their regularly scheduled workweek up to five (5) days per year in order to attend to Union business to attend Union meetings, including those meetings of the International Union and/or Council. In the event that the Chapter Chair is unable to perform their duties for a period in excess of two (2) weeks, the President shall designate one (1) of the Officers of Walters Workers United (WWU) to perform the President's duties on full release time as counted against the five (5) day balance above and upon notification by the Union to the Museum. The Chapter Chair shall be paid for time when meeting with management or in their capacity as a steward if so designated only to the extent such meetings occur during the Chapter Chair's normal working hours and the Chapter Chair has secured approval from their supervisor to attend the meeting, which will not be unreasonably withheld.
- B. Other Union Time Off
1. For contract negotiations or effects bargaining, the Union shall be permitted to have five (5) members on the Bargaining Team as well as four (4) alternate members. These members shall serve as Union negotiators in the negotiations of this contract or successor agreements, and to attend collective bargaining negotiation sessions over any successor Collective Bargaining Agreement scheduled during their regular hours of work without loss of pay.

Section 2. Information Provided to the Union

- A. The Museum shall provide the Union with a current list of bargaining unit members every other month on the first of the month at no cost to the Union. The list shall be provided electronically in excel or csv format to afscmemddues@afscmemd.org. This list shall include the following for each member of the bargaining unit:

Report of All Bargaining Unit Employees:

- First Name
- Middle Name
- Last Name
- Name Suffix
- Job Class
- Bargaining Unit

- Exempt or Nonexempt Status
- Hire Date
- Salary
- Step and Grade (if applicable)
- Hourly Rate (if applicable)
- Department/Division
- Home address on file with the Museum
- Work Email Address
- Work Phone Number- Landline
- Museum Employee ID
- Birthdate

- B. The Museum shall provide the Union with a current list of dues payers once per month at no cost to the Union. The list shall be provided electronically in excel or csv format. This list shall include the following for each member of the bargaining unit:

Report of All Dues Payers:

- Name
- Museum employee ID
- Amount(s) paid
- Pay period

Section 3. Union Access to Worksite and Employees

- A. The Union and its representative shall have access to its membership and facilities above and beyond the public. Local representatives, stewards, officers and Union staff representatives shall have reasonable access to the premises of the Employer for the purposes of administering the contract and meeting with its membership. Access shall include admittance to non-public areas of Museum worksites during working hours subject to reasonable security requirements. Such access shall not unreasonably interfere with Museum operations. Such officer or representative shall provide forty-eight (48) hours advance notice except in cases of meetings with management. Representatives who are not employees shall be subject to all the Museum's regulations applicable to non-employees.

- B. The Union shall be permitted to post materials on the bulletin board in the Centre Street staff lounge, at 5 West by the mailroom, and at 100 West next to the kitchen, but the Union may not move or block any of the Museum's postings. The bulletin board space will not be used to post any notices that are unlawful or inaccurate about the Museum, the services it provides, management, or employees. Nor will the space be used to advocate for political candidates or causes.

Section 4. Use of Museum Facilities

- A. The Union shall be authorized the reasonable use of Museum facilities and equipment at no charge, for meetings in accordance with Museum policies and procedures. Further, the Union may use Museum mail, facsimile, and electronic mail for the distribution of information. Union representatives may request the use of Museum property to hold Union meetings. Such meetings will not interrupt work and will not involve employees who are working. The Employer shall make space available for Union representatives to have confidential discussions with employees on an as needed basis subject to availability.

Section 5. Union Stewards

- A. Employees selected by the Union to act as Union representatives shall be known as "Stewards." The Employer will recognize five (5) stewards designated by the Union who will be responsible for administering the agreement, Union business, investigating and processing grievances and participating in any hearings or conferences related to the grievance and appeals or meetings with management. Collectively, stewards shall be allowed paid time off without charge to leave during working hours in order to attend labor management committee meetings, attend committee meetings and activities, investigate and process grievances, attend and participate in discipline or investigatory meetings called by the employer, attend new employee orientations, attend meetings with management, participate in activities related to the administration of this MOU including problem solving to avoid the filing of grievances, and to attend arbitration hearings; any other time spent performing such duties outside working hours will be without pay. Union stewards will be granted time off without charge to leave or pay to attend one (1) steward training a year, approximately two (2) full days per steward. The names of employees selected as Stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Union. Whenever possible, the Union will notify the appropriate Human Resources staff in writing of the names of the designated stewards prior to them assuming any duties.

- B. Stewards shall request release time from Human Resources and their direct supervisor. Such release time may not unreasonably be denied, and in cases of a denial another steward shall be contacted.

Section 6. New Employee Orientation

- A. The Union shall have the opportunity to attend new employee orientation sessions conducted by the Museum for bargaining unit employees. The Museum shall provide notice at least seven (7) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the Museum does not hold a formal orientation within sixty (60) days of the initial employment of an employee, the Union shall be provided with the name of the employee and their duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time at a time determined by the Museum and in consultation with the Union to explain contractual rights and introduce new employees to the Union.
- B. The Union may provide to new employees, in the units covered by this Agreement, authorization for payroll deduction of Union fee forms. Any such forms that the employee signs shall be kept by the Union, and a copy shall be returned to the Museum by the Union upon completion.
- C. The Union shall be allowed to conduct a meeting to orient, educate, and update each employee in the units covered by this settlement for thirty (30) minutes for each year covered by the term of the Agreement. Such meetings shall be conducted during the employee's scheduled work time and at the work location. Employees shall be required to verify the opportunity to participate with their signature at the meetings, however, continued attendance at such meetings shall be voluntary and without loss of pay for the employees. The time and place of such presentation will be mutually agreed upon by the Union and the Museum.
- D. The Museum will provide the names, titles, department, start date, and contact information of the new employees seven (7) days in advance of a new employee orientation.

Section 7. Exclusivity

- A. No labor organization other than the exclusive representative shall have access to worksites or otherwise be provided with access to facilities and services of the Employer unless they are doing business with the State or except as required by State or federal law.

Article 6. Labor Management Committee

Section 1. The Museum and the Union agree to the establishment of a Labor/Management Committee.

- A. Objective – The parties recognize that harmonious labor relations require an atmosphere of mutual respect that can be developed through regular, direct and open communication about workplace issues at a labor management committee level.
- B. Authority – The labor management committee has the authority to discuss and exchange ideas about workplace issues in an attempt to build understanding and consensus. However, the parties recognize that consensus (i.e., agreement by all parties) is often hard to reach, and that a labor management committee does not and cannot function or serve as a substitute for or a limitation on the unilateral exercise of express or inherent management rights. The committee may make recommendations with respect to contract issues and workplace issues including wages, hours, and working conditions, and shall in its first meetings establish and define procedures. The labor management committee is the group designated to negotiate any mandatory subjects of bargaining that arise during the term of this Agreement. The Committee shall not have the authority to consider or resolve grievances. Nothing herein is intended to supplant the grievance procedures set forth in this Agreement as the sole and exclusive method for resolving disputes under this Agreement. The parties, by mutual agreement, may bargain over issues and reduce any agreements to writing as side letters of this MOU.
- C. Composition – The Committee shall be comprised of one (1) Employee from the bargaining unit, one (1) member of the Union’s executive board or its designee, and the Staff Representative of the Union; and up to three (3) members of Museum administration. Employees shall be released with pay during work time to attend such meetings that are held during the scheduled working time of participating employees.
- D. Meetings – A labor management committee shall meet at least quarterly and scheduled for no more than one hundred twenty (120) minutes, and may do so more frequently at the mutual agreement of the parties. The participants will conduct themselves in a respectful manner, even in cases of strong disagreement.
- E. Decisions – If the labor management committee reaches an agreement on any issue, that agreement will be submitted in writing to Human Resources or the Museum director.
- F. Distribution – The Employer shall assure that the results of the Labor Management Committee are distributed to affected managers and supervisors.

Article 7. Probationary Period

Section 1.

Newly hired employees covered by this Agreement shall serve a probationary period of ninety (90) calendar days. The probationary period is the initial period of employment during which a Supervisor carefully considers whether an Employee is able to meet the standards and expectations of the job. During this time, the Supervisor will appraise the Employee on, among other things, their ability to learn and perform the essential functions of the job, attendance, work habits, punctuality, work quality, and other work-related job requirements. Upon request the Supervisor will arrange a private feedback meeting with the Employee during the probationary period. The Museum may extend this probationary period for up to an additional thirty (30) calendar days. Probationary Employees may be discharged at the sole discretion of the Museum, with or without cause, and without recourse under this Agreement.

Article 8. Preventing Harassment

Section 1. Affirmation of Shared Values

- A. The Museum and the Union reaffirm here their commitment to a workplace that is free from unlawful harassment based on any legally protected characteristic.
- B. The Museum and the Union reaffirm their dedication to promoting a work environment that is free from threatening, abusive, and toxic behavior.
- C. The Museum and the Union reaffirm their belief that when employees treat each other with respect, the work of the Museum is performed more efficiently, creatively, and is more engaging for employees.

Section 2. Definitions of Harassment, Bullying, and Retaliation

- A. **Harassment.** Harassment is defined as repetitive, aggressive pressure or intimidation based on an individual's gender, race, color, national origin, age, religion, disability, sexual orientation, sexual identity, or any other legally protected characteristic. It involves any unwanted physical or verbal behavior that offends or humiliates a person. Unwanted in this content means any vexatious comment(s) or conduct(s), against a worker or group of workers in a workplace that is known, or ought reasonably to be known, to be unwelcome. Examples of Discrimination and Harassment includes, but is not limited to:
 - 1. Unwelcome remarks or jokes.
 - 2. Unwelcome physical contact, such as touching, patting, pinching or punching, which can also be considered assault.
 - 3. The display, circulation, or electronic transmission of pornographic, racist or other offensive or derogatory text or pictures.
 - 4. Comments or actions which constitute harassment or discrimination under the law, including but not limited to, sexual harassment and harassment based on race, religion, ethnic background, gender identity, social and economic class, activism and participation in the Union, language or disability.
 - 5. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a non-exclusive list of sexual harassment examples:
 - a. Unwanted sexual advances

- b. Offering employment benefits in exchange for sexual favors
 - c. Making or threatening reprisals after a negative response to sexual advances
 - d. Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons, or posters
 - e. Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes
 - f. Verbal sexual advances or propositions
 - g. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations
 - h. Physical conduct that includes touching, assaulting, or impeding or blocking movements
6. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
- a. submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - b. submission or rejection of the conduct is used as a basis for making employment decisions; or,
 - c. the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

B. **Bullying.** Bullying is defined as severe or persistent inappropriate conduct or comments towards a worker that would cause a reasonable person to be humiliated or intimidated. It can come from co-workers, supervisors, employers, or external sources.

- 1. Examples of bullying or personal harassment could include, depending on the circumstances, but are not limited to:
 - a. Aggressive/threatening gestures;
 - b. Verbal aggression or name-calling;
 - c. Vandalizing personal belongings;

- d. Sabotaging work;
- e. Spreading malicious rumors;
- f. Humiliating initiation practices/hazing;
- g. Cyber-bullying;
- h. Deliberate exclusion;
- i. Conduct which interferes with a person's work performance or creates an intimidating, hostile or offensive work environment;
- j. Unfounded complaints which are made in bad faith, in reprisal, frivolously or with malicious intent;
- k. Interfering with a workplace violence or harassment investigation; intimidating a complainant, respondent or witness; or influencing a person to give false or misleading information;
- l. Retaliation or reprisal as defined in this article;
- m. Any other inappropriate, negative, disrespectful, or unprofessional treatment of others; and/or
- n. Failure of supervisors, in keeping with their authority, to respond to interpersonal misconduct or allegations of discrimination or harassment. Such failure may be considered as condoning such behavior and therefore a violation of this Agreement.

- C. **Retaliation.** Retaliation, also referred to as reprisal, consists of a materially adverse action that is taken because an individual has reported or opposed harassment or bullying or has participated in an investigation into harassment or bullying. Such actions include anything that is intended to deter an individual from making a complaint or participating in the investigation process described below.

Section 3. Right to Make Complaint

- A. Any employee who experiences or witnesses' harassment, sexual harassment, or bullying or other unlawful harassment or retaliation in the workplace must report it promptly, within reason, to a member of the Human Resources Department or, if the complaint is directed toward a member of the Human Resources Department, to a member of management or to the CEO. However, the Museum will not fail to properly investigate complaints, regardless of the promptness of the report.
- B. Any supervisor or manager who becomes aware of possible harassment, sexual harassment, bullying, or other unlawful harassment must immediately advise the

Director of Human Resources or any member of the Human Resources Department so it can be investigated in a timely and confidential manner.

- C. Individuals are encouraged to come to the Human Resources Department with any questions about this contract article or harassment and bullying generally.
- D. Individuals are also encouraged to bring any concerns about possible harassment or bullying to the Human Resources Department, even if they are not sure that it meets the definition of harassment or bullying.

Section 4. Museum Obligation to Investigate Complaint

- A. All complaints of harassment or bullying will be quickly and discreetly investigated.
- B. To the extent possible, the confidentiality of the employee and of any witnesses and the alleged harasser will be protected against disclosure.
- C. Individuals are required to respond to questions and otherwise participate fully in the investigative process.
- D. The Museum will inform any employee participating in an investigation if that employee is the alleged harasser or bully such that they may reasonably believe they may be subject to disciplinary action. The Museum acknowledges bargaining unit employees' Weingarten rights.

Section 5. Museum Obligation to Share Conclusion with Complainant

- A. The complainant will be advised of the results of the investigation.
- B. Where the investigation reveals that there is merit to the complaint and this policy has been violated, the Employer will take appropriate action upon the conclusion of the investigation.

Section 6. Retaliation Prohibited

- A. Employees can raise concerns and make reports without fear of reprisal or retaliation.

Section 7. Annual Training

- A. The Employer shall conduct employee training regarding unlawful harassment including, but not limited to harassment, sexual harassment, and bullying. Such training shall take place at least once annually.

Section 8. Grievances

- A. The parties reiterate their shared goal of elimination of harassment and bullying from the workplace.
- B. The parties acknowledge that it is impossible to guarantee a workplace completely free of harassment and bullying.
- C. The parties agree that the Union may grieve and arbitrate the commitments the Museum can make, which include, and are limited to, (1) making a complaint procedure available, (2) investigating complaints, (3) sharing the conclusion of the investigation with the complainant and whether a complaint is substantiated or not and whether corrective action was taken, and (4) conducting annual training. Accordingly, grievances related to this Article will be limited to the four foregoing obligations. Out of respect for the complainant's privacy, following the conclusion of an investigation into a claim of harassment or bullying by a bargaining unit employee or against a bargaining unit employee, the Museum will inform the Union that a complaint of harassment or bullying was made, the conclusion of the investigation, and whether corrective action was taken, but without the inclusion of the complainant's identity. The complainant may provide the foregoing information to the Union inclusive of their identity, in addition.
- D. Nothing in this Article may be construed to limit an employee's right to grieve and arbitrate disciplinary action in accordance with Articles 10 and 11.

Article 9. Discipline and Discharge

Section 1. Just Cause

- A. No discipline of any form shall be implemented without just cause.

Section 2. Progressive Discipline

- A. The disciplinary steps below are serious measures designed to notify an Employee of the seriousness of misconduct and/or performance deficiencies and identify opportunities to correct. (Management has the right to address performance deficiencies through this Article). While the Museum will generally discipline progressively, where appropriate, steps in any progressive discipline process may be skipped and more severe discipline, up to and including discharge, may be imposed depending upon the seriousness of the offense. Discipline, when utilized, will usually be in the following order:
 - 1. Verbal warning documented in writing: A verbal warning from the supervisor to the bargaining unit member provides guidance, assures understanding of expectations and requirements, identifies problematic behavior or actions, and provides clear directions as to expected future performance. The supervisor shall provide the bargaining unit member with written documentation after the warning.
 - 2. Written warning: The written warning shall be issued following or during a discussion between the supervisor(s), a Union representative (only upon request by the employee), and the bargaining unit member with documented specifics of the issue, if applicable confirming that continued unacceptable behavior may result in escalated discipline, up to and including termination. The Human Resources Director or designee may be present at this meeting. The supervisor shall provide the bargaining unit member (and the bargaining unit member may provide to the Union representative) with documentation of all written warnings at the time they are issued.
 - 3. Final Written Warning and/or Suspension without pay.
 - 4. Discharge
- B. For the purposes of administering the Progressive Discipline system, attendance and punctuality violations shall not be combined in the same progression with non-attendance/punctuality violations.

- C. Disciplinary notices issued at Section 2(A) 1, 2, 3, and 4 above shall remain in effect for twenty-four (24) months following the date of the notice, after which they shall not be used for purposes of further Progressive Discipline. Discipline related to discrimination, retaliation, harassment, threats of violence, or acts of violence remain in effect for thirty-six (36) months.

Section 3. Manner of Discipline

- A. A notice of any discipline (verbal or written), suspension or discharge will be given to an Employee and out of respect for the Employee's privacy, the Employee, rather than the Museum, may provide a copy thereof to the Union at the time of the discipline.
- B. For discipline, the Museum will schedule a meeting and will notify the Union and the Employee of the meeting time and place. The Museum acknowledges bargaining unit employees' Weingarten rights.

Section 4. Suspension Pending Investigation

- A. The Museum may place an Employee who is the subject of an investigation on a paid or unpaid investigatory suspension, not to exceed ninety (90) days if paid and fifteen (15) days if unpaid. Employees will be allowed to utilize any available vacation, personal leave and/or floating holiday to cover some or all of any unpaid suspension if they elect to do so. If an employee is returned to work following an investigatory suspension with no issuance of discipline, the employee will be paid for any day(s) of suspension that had been unpaid, and any paid leave the employee used to cover their suspension will be returned to them in full. If at the end of an unpaid suspension no discipline is recorded, an employee shall It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Museum. A notice of any suspension will be given to the Employee, and the Employee may provide a copy thereof to the Union at the time of the discipline.

Section 5. Appeal Procedures

- A. Any disciplinary action imposed upon an Employee may be processed as a grievance through the regular grievance procedure as provided in the Grievance Procedure Article.
- B. The Union shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure and the matter shall be handled in accord with this procedure through the arbitration step if deemed necessary.

Article 10. Grievance and Disciplinary Appeals Procedure

Section 1. Definitions

- A. A grievance is defined to be any question or disagreement between an Employee with the Museum involving:
 - 1. The interpretation or application of the provisions of this Agreement;
 - 2. The effect or application of any rules and regulations established or enforced by the Museum;
 - 3. The Union will not bring as a grievance the question of whether or not the Museum is a unit or instrumentality of government, and a grievance may not resolve the question of whether the Museum is a unit or instrumentality of government. It is not the intention of the parties that the question of whether or not the Museum is a unit or instrumentality of government will preclude or delay the processing of grievances that do not involve that issue, and the parties do not foresee any types of grievances that would in any way relate to or rely upon the resolution of that issue. Therefore, a grievance may not be dismissed pursuant to this provision unless resolution of the grievance requires resolution of the question of whether the Museum is a unit or instrumentality of government.
 - 4. Only violations of this Agreement may be grieved. Where an employee has a private right of action to enforce an alleged violation of law, and the law is referenced or otherwise incorporated into this agreement, the employee may elect to grieve the alleged violation or pursue a private right of action. The employee's election shall constitute waiver of the alternative option except where the referenced law would prohibit such waiver.
- B. A disciplinary appeal is defined as a reexamination or reconsideration of discipline or discharge of an Employee through the disciplinary procedure as defined in Article 9.
- C. A grievant or disciplinary appellant shall mean a person alleging that some violation, misinterpretation, or misapplication of an article or section of this Agreement or the Museum's policies and procedures has actually occurred.
- D. Alternatively, if the alleged violation, misinterpretation, or misapplication affects more than one (1) Bargaining Unit Employee, then grievant or disciplinary appellant may mean a group. A grievance or disciplinary appeal alleged to be a "group" grievance or disciplinary appeal shall have arisen out of similar or related circumstances affecting each Employee of said group.

Section 2. Rights

- A. When a grievance or disciplinary appeal arises, an Employee and their Union representative may present such grievance or disciplinary appeal without fear of reprisal, discrimination or disciplinary action.

Section 3. Time Limitations

- A. All time limits referred to in a grievance, disciplinary appeal, or arbitration procedure are to be expressed in calendar days.
- B. Any grievance or disciplinary appeal not answered by the Administration within the time limit in that Step shall be considered to be appealed at the end of the time limit and automatically appealed to the next step of the grievance procedure contained herein.
- C. Time limits may be extended by mutual consent confirmed in writing; then the new date shall prevail.

Section 4. Steps in Grievance and Disciplinary Appeals Procedure

- A. The Museum and the Union encourage the informal resolution of disputes and/or contract interpretation issues. Employees and Supervisors are encouraged to discuss these concerns in order to resolve issues without use of the grievance and appeals procedure. However, Employees are not required to seek an informal resolution to grievances or disciplinary appeals before seeking a formal grievance or disciplinary appeal defined as the following steps:
 - 1. Step 1- The Union Steward with the aggrieved Employee shall discuss the grievance or appeal with the employee's Department Director within ten (10) days, from the date of the events or conditions, or their knowledge thereof, which provide the basis for the grievance or appeal. The employee's Department Director shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance or appeal.
 - 2. Step 2 - If the grievance or disciplinary appeal has not been satisfactorily resolved in Step 1, a written appeal may be filed on the grievance and disciplinary appeals form with the Director of Human Resources or their designee within ten (10) calendar days following the completion of Step 1. The Director of Human Resources or their designee shall meet with and discuss the grievance or disciplinary appeal with the Union Steward, the Union President or their designee and the aggrieved Employee within ten (10) calendar days of the written appeal. The Director of Human Resources or their designee shall provide an answer to the grievance or disciplinary

appeal in writing to the aggrieved Employee and Union President within ten (10) calendar days.

3. Step 3 - If the grievance or disciplinary appeal has not been satisfactorily resolved in Step 2, a written appeal may be filed on the grievance and disciplinary appeals form with the Director of Human Resources, or their designee, within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such an appeal, the Director of Human Resources, or their designee, shall meet with the Union Steward, the Union President or their designee, a Council representative, and the aggrieved Employee to discuss the grievance or disciplinary appeal. The Director of Human Resources, or their designee, shall provide an answer to the grievance or disciplinary appeal in writing to the aggrieved Employee and Union President within ten (10) calendar days thereafter.

Section 5. Grievance and Appeals Forms

- A. Any grievance or disciplinary appeal may be filed on the authorized form agreed to between the parties to this Agreement.
- B. All written grievances or disciplinary appeals should contain the following information:
 1. Aggrieved Employee's name;
 2. Date grievance or disciplinary appeal is being filed in writing;
 3. Date and time grievance or discipline occurred;
 4. Where alleged violation giving rise to grievance or disciplinary appeal occurred;
 5. Description of alleged violation giving rise to the grievance or disciplinary appeal;
 6. Articles and sections of Agreement, laws or Walters' policies violated; and
 7. Resolution requested.
- C. The agreed-to grievance and disciplinary appeals form shall be made available to any Employee requesting such, either through their supervisor or Union representative.

Article 11. Arbitration

Section 1. Arbitration Procedure

- A. Any grievance or appeal as defined in Section 1 of the Grievance and Disciplinary Appeals Procedure Article that has been properly processed through the grievance procedure set forth in Article 10 and which has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving written notice of intention to arbitrate to the Director of Human Resources or their designee. Said written notice shall set forth the specific provisions of this Agreement or of the Museum's rules and regulations or laws at issue, and a statement of the specific relief sought on behalf of the Employee. A grievance must be appealed under this section no later than ten (10) calendar days after receipt by the aggrieved Employee of the Director of Human Resources or designee answer at Step 3 of the grievance procedure, or said grievance shall be deemed to have been settled in accordance with the Step 3 answer, which shall be final and binding on the aggrieved Employee, the Union and the Museum. The Union must provide at least fourteen (14) days' notice of all witnesses who are employees of the Museum who will be requesting time off to attend the arbitration hearing and any preparation for the arbitration hearing.

Section 2. Selection of Arbitrator

- A. Within ten (10) calendar days after receipt by the Museum of the written notice of intention to arbitrate specified in Section 1 of this Article, the Museum and the Union shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of not less than seven (7) qualified and impartial arbitrators who are members of the National Academy of Arbitrators (NAA), one of whom shall be designated to act as arbitrator of the grievance. Selection shall be made by the Museum and the Union alternately deleting names from the list until only one name remains. The person whose name remains shall be the arbitrator of the grievance.

Section 3. Arbitrator Jurisdiction

- A. The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement or the Museum's rules and regulations at issue between the Union and the Museum, as specified in the written grievance filed by the aggrieved Employee at Step 2 of the grievance procedure set forth in the Grievance and Disciplinary Appeals Procedure Article of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, the Museum's rules and regulations, or applicable Federal, State or local law, or impose on either party

hereto a limitation or obligation not explicitly provided for in this Agreement or in the Museum's rules and regulations. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Museum and the Union. The award of the arbitrator, in writing, on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority shall be served on both the Museum and the Union. The arbitrator's award with respect to any grievance as defined in Section 1 of the Grievance and Disciplinary Appeals Procedure Article shall be final and binding on the aggrieved employee or employees, the Museum and the Union.

- B. Either party or both parties may choose to submit a post-hearing brief to the arbitrator, which must be submitted no later than sixty (60) days after the date of the arbitration hearing.
- C. The arbitrator must render their decision within one hundred twenty (120) days after the date of the hearing.
- D. The Union will not bring to arbitration the question of whether or not the Museum is a unit or instrumentality of the government, and the arbitrator has no authority to decide whether or not the Museum is a unit or instrumentality of government. It is not the intention of the parties that the question of whether or not the Museum is a unit or instrumentality of government will preclude or delay the processing of arbitration matters that do not involve that issue, and the parties do not foresee any types of grievances that would in any way relate to or rely upon the resolution of that issue. Therefore, a grievance or arbitration may not be dismissed pursuant to this provision unless resolution of the grievance requires resolution of the question of whether the Museum is a unit or instrumentality of government.

Section 4. Arbitration Expenses

- A. The arbitrator's fees shall be split equally by the parties. Each of the parties shall be solely responsible for any expense incurred in the production of its witnesses, testimony and exhibits; however, in the event the arbitrator or either party requests a transcript, the cost shall be shared by both parties. The Museum shall allow witnesses to attend any arbitration proceedings at no loss of pay or leave.

Article 12. Personnel Records

Section 1.

Management shall maintain personnel records for each bargaining unit employee.

Section 2.

Investigations which do not result in disciplinary actions shall not be entered into the Employee's personnel file. A written record of all disciplinary actions above the level of a verbal warning shall be entered into the Employee's personnel file at the time of discipline.

- A. All disciplinary entries in the personnel file above the level of a written warning shall state the corrective action expected of the Employee.

Section 3.

Each Employee shall be furnished with a copy of all performance evaluations and disciplinary entries above the level of a written warning at the time they are entered into the personnel file.

Section 4.

Three (3) times per year, an employee may submit an email request to Human Resources for a copy of their personnel file, and Human Resources will provide the employee's personnel file via email within one (1) week of the request. In addition, in a case of discipline, an employee or their representative may request their personnel file, and it shall not count towards their yearly review of their personnel file. Human Resources will provide the employee's personnel file via email within seventy-two (72) hours, and the grievance and appeal shall be in abeyance until the request is fulfilled.

Section 5.

Written documentation pertaining to disciplinary actions taken against an employee will remain in the employee's file for the duration set forth in the Discipline and Discharge Article.

Article 13. Attendance

Section 1.

The Museum shall maintain and enforce an attendance policy that imposes discipline separate from performance and conduct matters. The Museum's attendance policy may set forth different standards for different categories of employees.

Article 14. Work Week

Section 1. Work Hours

- A. A regular work week for a full-time Employee, except as described below, shall consist of forty (40) hours per week divided into five (5) working days of eight (8) consecutive hours. A regular workday shall consist of eight (8) consecutive hours, including paid breaks, except as described below.
- B. All hourly Security Employees scheduled to work an eight (8) hour day shall be eligible for the following paid breaks:
 - 1. Twenty (20) minute break in the latter half of a workday
 - 2. One (1) hour meal break
 - 3. Reasonable restroom breaks
 - 4. Employees on paid breaks are required to respond to calls on the radio for emergency assistance, and the breaks will resume after the employee provides the appropriate response.
- C. All other hourly and salaried Employees scheduled to work an eight (8) hour day shall be eligible for the following paid breaks:
 - 1. Staff may take up to a one (1) hour meal break, the timing of which will not disrupt business operations, as determined by the Museum.
 - 2. Breaks may be taken as necessary but will not disrupt business operations, as determined by the Museum.
 - 3. Employees on paid breaks will respond to calls for assistance whenever possible, and the breaks will resume after the employee provides the appropriate response.
- D. Employees who are scheduled to work less than an eight (8) hour day shall be eligible for the following paid break(s):
 - 1. One thirty (30) minute meal break, if scheduled to work more than four and a half (4.5) hours but less than eight (8) hours.

Section 2. Flexible Work Schedule

- A. Employees, excluding those working in Security and Retail, shall be eligible to be considered for a flexible work schedule.
- B. Prior to an Employee beginning a flexible work schedule, a Flexible Schedule Approval Form must be executed by the Employee, their Department Head and the Director. Employees must have additionally completed their sixty (60) day probationary period before being eligible for a flexible work schedule.
- C. In situations where the flexible work schedule option is found to be unsuccessful, the Supervisor or the Employee must provide at least two (2) weeks' notice that the flexibility option in use will be discontinued. Prior to a supervisor's initiation of a discontinuation of a flexible work schedule option, the Supervisor must provide coaching to the Employee once over the following two (2) pay periods. Should the flexible work schedule option be discontinued, an employee may request to revisit it one (1) year later.
- D. Flexible Work Schedule options shall include the following:
 - 1. Alternative Work Schedule: This option provides an opportunity for an Employee to continue in a full-time or part-time position, but under a non-traditional schedule. For example, a full-time Employee may opt to work from 8:00 a.m. – 4:00 p.m. instead of the traditional 9:00 a.m. – 5:00 p.m. schedule.

Section 3. Telework

- A. Employees in eligible positions may have an Alternative Work Arrangement to telework up to two (2) days per work week. Absent prior authorization from the Museum (which authorization is within the sole discretion of the Museum) telework must be performed from a location at which an employee can report to work, as necessary, within two (2) hours of being notified that their presence at the Museum is required.
- B. Employees desiring an AWA for telework should submit the request to their supervisor and Human Resources, who will respond within fourteen (14) calendar days to the employee's request. The supervisor will work with the employee to establish which workdays will be their regular AWA days.
- C. Employees with an AWA telework arrangement may upon request to their supervisor ask to switch their AWA days to accommodate necessary in person work, and supervisors may approve these requests at their discretion. An AWA telework arrangement is not approved until it has been approved in writing by Human Resources or a designee of the Museum.

- D. In situations where the telework option is found to be unsuccessful, the Supervisor or the Employee must provide at least one (1) weeks' notice that the telework will be discontinued. An explanation from the supervisor must be given about the discontinuation of telework. Should the telework be discontinued, an employee may request to revisit it the following calendar year.
- E. If an employee is required by management to report to their worksite on one of their scheduled AWA days, they may return to their remote work location upon the conclusion of their in-person commitment at the worksite.
- F. The Museum will determine how many members of the total department or units within a department staff must be onsite at any given time. Where more than the number of eligible employees seek to telework, preference will be afforded based on seniority of hire date. Employees within departments will work with their supervisors to schedule their AWA days to accommodate the Employer's operating needs.
- G. Flexible Work Schedule (FWS) and Telework can be combined depending on each employee's needs if such an arrangement also meets the employer's business needs.

Section 4. Shifts and Scheduling

- A. For non-exempt Employees, when a shift is vacated or a new shift is created by the Museum, shift selection is based on classification seniority. Employees have the option to change shifts only when an opening becomes available. The process for offering shifts to employees is that the vacated or new shift will be offered first to the most senior employee with the necessary qualifications if the shift is immediately rejected or not accepted within forty-eight (48) hours of the offer by the Museum, the Museum will offer the shift to the next most senior employee with the necessary qualifications and so on to the least senior employee in the job classification. If the shift is not accepted voluntarily, it will be assigned to the least senior employee in the job classification, and that employee's vacated shift will be subject to the foregoing process.
- B. Schedules shall be posted at least fourteen (14) days in advance but may be modified if there is a leave request in accordance with Article 20 that impacts the schedule. The Museum retains discretion to create and modify schedules and shifts and to solicit Employee input regarding the same. However, once the Museum posts a schedule, it will endeavor not to schedule an Employee for additional shifts without the Employee's approval, but business needs will dictate all scheduling, even after the schedules are posted.
- C. Within the Facilities Department, whenever there is a change in schedule or new shifts are created, seniority shall prevail in shift and schedule selection.

- D. Non-exempt Employees must have a minimum of eight (8) hours off between shifts. An Employee may voluntarily elect (in writing) to accept a schedule that provides less than eight (8) hours off between shifts.

Section 5. Overtime

- A. Employees classified as hourly, non-exempt are eligible for overtime compensation consistent with the requirements of the Fair Labor Standards Act and the Maryland Wage and Hour Law.
- B. Overtime for hourly, non-exempt Employees shall be defined as hours worked in excess of forty (40) hours per week, inclusive of paid breaks.
- C. Employees who are scheduled to work overtime shall be eligible for the following paid break(s) during their overtime shift, in addition to their standard breaks during their regular shift:
 - 1. Thirty (30) minute break when an employee's overtime will cause the employee to work twelve (12) or more consecutive hours, or
 - 2. If the employee is required to work a second consecutive eight (8) hour shift, the employee will receive breaks consistent with the break schedule set forth in Section 1 during the second consecutive shift.
- D. Overtime shall be paid to eligible Employees at a rate one and a half (1.5) times their regular hourly rate.
- E. Overtime will not be used as a means of reducing staff or eliminating a shift. Prescheduled overtime hours (e.g., gala and special events) will be offered to employees at least two (2) weeks in advance of the overtime and will be offered in writing to eligible employees. Overtime offers will include the number of hours being offered and the date and schedule of the overtime hours. Non-scheduled overtime shall be offered in the following sequence:
 - 1. A separate voluntary rotating overtime list, based on classification seniority among all Employees within a job classification, shall be maintained for Employees to work overtime. Once an Employee works overtime, they shall be placed at the bottom of the list. Declining the available overtime shall move that Employee to the bottom of the list. A reasonable effort will be made to contact the individual next on the rotational list. Inability to contact an individual shall move that person to the bottom of the list. Employees may work overtime on a voluntary basis but must do so out of their normally scheduled shift. Employees desiring to work available overtime must be qualified (or possess required special skills) to do the work.

Section 6. Compensatory Time

- A. Employees classified as salaried, exempt shall be eligible for compensatory time off in the event that they are required to work outside of their normal schedule for the following, including but not limited to: Museum events, dinners, special and educational programming, donor visits, courier trips, installations and work related to installations, other Museum sponsored and required events.
- B. Compensatory time off shall be granted to eligible Employees for hours worked in excess of eight (8) hours per day or forty (40) hours per week, inclusive of paid breaks. Compensatory time or pay is accrued in hourly increments equivalent to one (1) hour of compensatory time or pay for every hour worked in excess of eight (8) hours per day or forty (40) hours per week for these Employees.
- C. Employees must use their comp time within two (2) pay periods following the hours they were required to work beyond their typical daily schedule. Comp time use must be approved by the department head, but Employees will not be unreasonably denied the scheduling of their comp time.

Section 7. Breaktime for Expressing Breastmilk

- A. Employees who express breast milk shall be provided with reasonable break time as necessary to do so in accordance with local, state, and federal law. Such break time will not be unreasonably denied. Employees shall keep their immediate supervisor informed of their needs so that appropriate accommodations can be made with minimal disruption to the employee and the worksite. In addition, one lactation room per main building (except the Charles Street building) shall be provided that is accessible, sanitary, and private for individuals using the room and shall include adequate chairs, refrigeration, and a water source nearby.

Article 15. Work Related Expenses

Section 1. Reimbursement for Expenses

- A. The Employer shall reimburse bargaining unit employees for expenses approved by the Employer and incurred while on approved travel assignments away from the Museum facilities in accordance with the Employer's Travel and Expense Policy. Such expenses may include, but are not limited to, travel, in-person conference registration, and admission to other museums that do not offer institutional reciprocity. Reimbursement for all approved expenses shall be made within thirty (30) days of the complete submission of all receipts and supporting documents.

Section 2. Mileage Reimbursement

- A. Travel eligible for reimbursement must be preapproved by the employee's supervisor. The Employer shall reimburse employees for the use of their personal vehicles while traveling for pre-approved travel for Museum business. Reimbursement shall be at the rate established by the IRS for each mile traveled on Museum business. If the IRS changes the reimbursement rate during the year, the Employer shall change its reimbursement rate effective the first of the month following the date of change. Employer shall also reimburse employees for the payment of tolls and parking incurred during preapproved travel for Museum business. When travel is completed, employees must document travel expenses. Documentation must include receipts for all individual expenses per the Employer's reimbursement policy. Reimbursement shall be made within thirty (30) days of submission. Mileage will not be reimbursed for regular commuting expenses.

Section 3. Parking Reimbursement

- A. When an employee is required by the Museum to drive to an off-site engagement that requires payment for parking, the employer shall reimburse employees for such parking expenses pursuant to Section 1 above.

Section 4. Use of Employer Credit Card for Pre-Approved and/or Courier Travel

- A. Bargaining unit employees who are required to engage in pre-approved travel away from Museum facilities or on courier travel outside the Baltimore area shall be issued a Museum credit card. Receipts in support of charges must be submitted within thirty (30) days of the end of travel. Purchases must be supported by receipts consistent with the Employer's Travel and Expense Policy. Failure to abide by the Employer's Travel and Expense Policy will result in disciplinary action, up to and including termination.

Section 5. Reimbursement for Travel Home after 10:00 p.m.

- A. Bargaining unit employees required by the Employer to work after 10:00 p.m. shall be reimbursed or provided with a voucher for the cost of their travel home from the Museum by rideshare or cab. The arrangements for the cost of this travel, including but not limited to the decision as to whether to reimburse the staff member directly or make use of a prior arrangement with a third-party entity, shall be at the sole discretion of the Employer. This reimbursement does not apply to individuals who are regularly scheduled to work beyond 10:00 p.m. Reimbursement shall be made within thirty (30) days of the submission of receipts. All other management pre-approved non-commuting business travel by public transportation, rideshare, or cab shall be reimbursed.

Article 16. Layoffs, Recall, and Reduction

Section 1. Layoffs

- A. The Museum will make every effort to avoid layoffs, furloughs, and reduction or elimination of bargaining unit positions.
- B. The Museum will consider alternatives to layoffs, furloughs, and reduction or elimination of bargaining unit positions.
- C. If the Museum ultimately decides to lay off, furlough, or reduce or eliminate bargaining unit positions:
 - 1. The Union shall be given a minimum of thirty (30) calendar days' notice before any layoffs, furloughs, reduction or elimination of bargaining unit positions. Upon the Union's request, the Museum must meet with the Union to bargain over the effects of the layoffs, furloughs, reductions, or eliminations of bargaining unit positions.
 - 2. If a job will be eliminated or phased out, then at the request of the affected employee, the employee shall be provided with a list of potential jobs within the Museum for which the employee may qualify.
 - 3. Where the Museum has determined to lay off or furlough in a job classification that has more than one Employee, the Museum will offer voluntary layoff or furlough to all Employees employed in that classification and select the volunteer(s) in order of Museum Seniority (most senior to least).
 - 4. If there are still positions to layoff or furlough after volunteers, then layoffs or furloughs in any job classification that has more than one Employee will occur in the inverse order of Museum Seniority within the classification, except that employees with a record of discipline at the level of a suspension or final warning will be laid off or furloughed first, without regard to seniority.
 - 5. Employees who accept an offer to a position other than their pre-layoff or pre-furlough position shall maintain their recall right to their pre-layoff or pre-furlough title, career layoff position, shift and pay (including any differential) should it become available.
 - 6. If a layoff or furlough is shorter than ninety (90) days, retirement, seniority, vacation and sick time accrual rate will be reinstated without disruption upon their return.

Section 2. Recall

- A. When filling open positions that have been vacated due to a layoff or furlough, laid off and furloughed Employees will be offered the open positions within their job classification prior to new applicants in accordance with the following. Laid-off and furloughed Employees who, within the nine (9) months prior to lay-off or furlough, did not have any disciplinary record at the level of a suspension or final warning, will be put on a recall list for sixteen (16) months and Employees shall be able to opt out. Laid off and furloughed Employees must maintain current contact information on file with Human Resources and must accept or reject any offer of recall within one (1) calendar week of a recall offer. Rejecting an offer removes an Employee from the recall list unless the recall offer is for a different FTE than the Employee's previous FTE status. After an Employee fails to respond to an offer of recall, the Museum may remove the Employee from the recall list. When recalling and more than one Employee laid off or furloughed from a classification is on the recall list, the Museum will recall the most senior of those Employees to that classification. An Employee on the recall list can request to be removed from the list at any time.
- B. For employees on layoff or furlough status, in the event that a bargaining unit position opens that is the same or substantially similar to the laid-off or furloughed employee's prior position, the senior person(s) who have the ability and qualifications to perform the required work based on such standards as efficiency, experience, performance, skills, and training shall be contacted by the Employer and offered to be recalled into the open position. In the event that there are two (2) or more such equally qualified employees, the employee with the greater seniority will be selected for recall first. In the event of two (2) or more employees having the same amount of seniority, the Employer shall break the tie by coin toss.

Section 3. Severance Pay

- A. Any Employee who is laid off or whose position is eliminated shall receive severance pay in the amount of one (1) week of pay for each full year of service with the Museum in addition to the cashing out up to eighty (80) vacation hours.

Article 17. Seniority

Section 1. Seniority

- A. The term “seniority” shall mean the right established as a result of accumulation of service to achieve preferential treatment over other Bargaining Unit Employees competing for a specific adjustment relating to hours or conditions of employment.
- B. The term “Bargaining Unit seniority” shall mean seniority within the Bargaining Unit. The term “classification seniority” shall mean seniority within a particular job classification.
- C. Employees on leave of absence shall continue to accrue Bargaining Unit seniority during such leave of absence except if such leave is granted to accept a temporary appointment to a non-Bargaining Unit position.
- D. If there is a separation from employment for any reason other than a voluntary resignation or discharge for just cause a regular full-time or part-time Employee will maintain their seniority if they return to the Museum within nine (9) months following separation from employment. This provision will only apply for one such separation.
- E. An Employee's seniority shall automatically terminate when:
 - 1. They are discharged for just cause and not reinstated;
 - 2. They fail to report to work when recalled after a layoff within two (2) calendar weeks after being notified by the Museum;
 - 3. They are laid off in a reduction of work force and such layoff continues for a period eighteen (18) months or more.
- F. In instances where Seniority is equal, a coin shall be flipped by a representative of the HR Department to determine which Employee will be considered to have greater seniority for that particular instance.

Article 18. Vacancies and Filling Bargaining Unit Positions

Section 1. Filling of Vacancies

- A. All vacancies and promotions in any job classification within the bargaining unit, including vacancies arising in one's same title on another shift, shall be filled pursuant to the following procedures:
 - 1. Any notice of vacancy shall be posted on the Museum's bulletin board, linked on employee newsletter, PayCom, and emailed to all Employees. The notice shall give job title and description and shall be posted as far as possible in advance of the date on which the vacancy is to be filled.
 - 2. Any person in the employ of the Museum may apply for the posted vacancy as long as the vacancy remains open. Qualified applicants who apply before the vacancy is closed will be interviewed.
 - a. Vacancies will be posted internally and externally. Internal candidates who are qualified for the vacancy and who apply within two (2) weeks will be interviewed; however, when there is an emergent need to fill the position, the Museum may fill the position before the two (2) week period concludes. If internal and external candidates being considered for a vacancy are equally qualified, as determined in the sole discretion of the Museum, preference will be given to the internal candidate. If multiple internal applicants from different departments are being considered for a vacancy and are equally qualified, as determined within the sole discretion of the Museum, preference will be given to the candidate in the direct line of promotion from the same Department as the vacancy.
 - 3. The Museum will select the most well-qualified candidate for the vacancy.
 - 4. Employees must have been employed by the Museum for nine (9) months prior to consideration.
 - 5. Employees who are officially placed by the Museum and working in an interim capacity for a higher job classification by management for two weeks or more shall, in the case of a bargaining unit position, receive the higher of (1) their current pay or (2) the Step 1 pay of the higher title two weeks following the date of assignment. Where there is no pay schedule for the higher title In the case of a non-bargaining unit position, the employee shall be paid at the higher of (1a) their current pay or (2a) the base pay of the higher title if the Museum maintains a pay scale or band for the position that was implemented or most recently updated within the last three years;

or if there is no current pay scale or band, the higher of (1b) their current pay or (2b) the pay of the incumbent being replaced. Assignment of such higher classification duties shall be made in writing

6. Additionally, employees who feel they are prepared for a promotion, may request that the Human Resources Director post a vacancy for the next higher-level position, which will be subject to the foregoing procedures.

Any Bargaining Unit member denied promotion to another Bargaining Unit position should be provided in writing with the reasons for said denial.

Section 2. Bargaining Unit Positions-New or Changed

- A. In the event the Museum creates new positions in departments that fall within the jurisdiction of the Bargaining Unit which are not covered by the present structure in this agreement, the President and Secretary of the Union shall be notified within ten (10) business days.
- B. If the Museum establishes new job classifications within the Bargaining Unit, the Museum will give the Union notice and the opportunity to discuss the position, but the Museum will set the initial wage rate. However, it is understood that all other terms and conditions of this Agreement will apply.
- C. When the Museum determines that a Bargaining Unit job/job description has changed significantly but remains in the Bargaining Unit, the Union shall be notified. The Museum will give the Union notice and the opportunity to bargain the proper category and rate of pay considering the significant changes to the position. The incumbent shall receive the new rate of pay for the job effective retroactive to the date of the significant change(s) made to the job.

Article 19. Temporary Help

Section 1.

The parties share a mutual interest in protecting working opportunities for bargaining unit employees. The Museum will utilize non-bargaining unit labor in a manner not intended to reduce or erode bargaining unit work.

Article 20. PTO and Leaves of Absence

Section 1. Vacation

- A. Upon ratification of this Agreement, each Employee's current Paid Time Off ("PTO") balance will be transferred into their vacation bank. Employees may carry over hours of vacation from one calendar year to the next based on the following chart. Employees hired on or before 6/30/2013 may carryover two hundred and eight (208) hours through 7/1/2028, at which point they will accrue, and carryover hours as listed in the table below. Employees shall accrue vacation leave beginning on January 1 of each year. Employees shall accrue leave over the course of the year based on the following chart. For employees who commence employment during a calendar year, accrual will be prorated.

Years of Service	Hours of Vacation per Year	Hours carried over annually
0-4	176 (6.76 per pay period)	80
5-9	216 (8.30 per pay period)	120
10+	256 (9.84 per pay period)	160

Part-time employees will accrue vacation at a pro rata rate that would permit them to take the same number of weeks off as if they were full time. For example, for a full-time employee working five (5) days per week, five (5) days would equal one (1) week for purposes of vacation accrual; similarly, if a part time employee works two (2) days per week, then two (2) days would equal one (1) week for purposes of vacation accrual.

- B. An employee shall be paid out up to eighty (80) hours of vacation upon termination of employment, unless termination of employment is for cause, or if an employee fails to provide two (2) weeks' notice of voluntary resignation; in such cases, no vacation will be paid out.
- C. Unless vacation is planned and approved prior to an employee's hire date, no vacation will be approved until after an employee's probationary period. Such a request shall not be unreasonably denied.

- D. If an employee uses vacation leave during a day the Museum later closes due to an emergency or other event, e.g. snowstorm, electronic outage, the vacation leave will be returned to the employee for the hours of the Museum closure.
- E. Employees may use vacation leave in hourly increments.
- F. Leave requesting procedures set forth in the Museum policy governing paid time off, at the time of ratification, will apply to vacation leave.
- G. Upon receipt of a vacation request from an employee, the Museum will approve or deny a request within two (2) weeks. An employee and their supervisor may discuss business needs that could impact the requested leave. Employees may re-request leave that was denied based on uncertain business conditions. The Museum will approve or deny a re-request of leave a minimum of one (1) month before the requested PTO begins, as long as the PTO is re-requested at least one (1) month in advance of its commencement. Approval of requests for vacation will not be unreasonably withheld.
- H. If an employee has exhausted their available sick leave, the employee may at their election use vacation leave in lieu of sick leave subject to the requirements of Section 2 of this Article.

Section 2. Sick Leave

- A. Upon ratification, all employees will be block granted sick leave for the remainder of the year on a pro rata basis, consistent with an annual block grant of eighty (80) hours, to be used consistent with the terms of the Maryland Healthy Working Families Act. During the term of this Agreement, employees will be block granted forty (40) hours of sick leave on January 1 and an additional forty (40) hours of sick leave on July 1.
- B. Newly hired employees will be granted forty (40) hours of sick leave immediately upon hire and need not wait until January 1 or July 1 to be granted or begin using sick leave.
- C. Employees may use sick leave in hourly increments.
- D. Sick leave does not carry over from one calendar year to the next, but sick leave granted on January 1 will remain available for use after July 1 if it has not already been used.
- E. Sick leave is not paid out upon termination.
- F. Leave use, requesting, and verification procedures set forth in Museum policy, at the time of ratification, governing paid time off will apply to sick leave.

Section 3. Leave Donation

The Museum will establish a Sick Leave Donation Program to permit eligible employees to donate paid sick leave time to another eligible employee's sick leave bank in specific situations. The Museum will allow benefit eligible employees to donate sick time to another benefit eligible employee who is on an approved Prolonged Medical Leave (as defined below) and has exhausted all their company paid time off benefits, including vacation, personal days, short-term disability and sick leave. Prolonged Medical Leave is defined as a medical condition of the employee or an immediate family member, in their care that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available, apart from this leave-sharing plan.

PROCEDURE

A. Eligible Employees

1. Employee Donors – Employees who are (a) in a position that is budgeted for twenty (20) hours or more a week, (b) who accrue sick leave, and (c) have a sick leave combined with vacation leave balance in excess of eighty (80) hours are eligible to donate sick leave time to another eligible employee's sick leave bank.
2. Employee Recipients – Employees who are in a position that is budgeted for twenty (20) hours or more a week and who accrue benefit time but have exhausted all paid leave time and short-term disability, if elected, because of an approved Prolonged Medical Leave.

B. Donations of Sick Leave

1. Employee donors may donate up to a maximum of forty (40) hours a calendar year to eligible employees. The employee donor must maintain a leave balance of eighty (80) hours of sick time combined with vacation time in their bank. For example, an employee who has ninety (90) hours in their combined bank may only donate ten (10) hours.
2. Employee donors must donate a minimum of eight (8) hours per donation to a receiving employee.

C. Donation form

1. Employees who wish to donate leave to another employee must complete a form prepared by Human Resources. The completed form must be submitted to Benefits in Human Resources at least five (5) business days prior to the effective date of the donation.

D. Leave approval

1. To receive a sick leave time donation an employee must be on a Museum approved Prolonged Medical Leave. Medical leave review and approval is managed by Human Resources.

E. Policy Adjustment Maryland Time to Care Act

1. If paid family and medical leave becomes available under Maryland law, there will be a cap of two hundred (200) hours of donated leave an employee can receive per calendar year, which may be used as a wage supplement only for the duration of any leave taken under such paid family and medical leave law.

Section 4. Other Leave

A. Bereavement Leave

1. In the event of a death of someone close to an Employee, the Museum will grant paid leave for up to five (5) missed days of scheduled work.
2. Days in excess of the five (5) days may be taken as sick, personal, vacation time, or as unpaid leave if approved by a Supervisor.
3. Employees are entitled to bereavement leave in accordance with the following chart:

Category	Days
Immediate Family Spouse, domestic partner, child, ward, brother, sister, parent, stepparent, stepsibling, chosen family	5 days
Spouse of Members of Employee's Immediate Family Son-in-law, daughter-in-law, brother-in-law, sister-in-law	5 days
Immediate Family of Spouse Brother, sister, parents or child of Employee's spouse	5 days
Other close relations Aunt, uncle, first cousin, niece, nephew, grandparent or grandchild of Employee or spouse, great grandparent, grandnephew, grandniece, great aunt, great uncle, ex-spouse	5 days
Other causes for excused time Funeral of fellow coworker, friend	1 day

When bereavement leave is needed, the employee must notify their supervisor immediately and the Museum reserves the right to require documentation of relationship to the deceased if it reasonably suspects abuse of bereavement leave.

Section 5. Parental Leave

- A. All Employees are eligible for paid parental leave if they meet one of the following criteria:
 - 1. Have given birth to a child.
 - 2. Be a coparent of a person who has given birth to a child.
 - 3. Have adopted a child or been placed with a foster child (child must be 17 years old or younger).
- B. The amount, time frame and duration of parental leave shall be as follows:
 - 1. Eligible Employees will receive a maximum of eight (8) weeks of parental leave per birth, adoption, or placement of child/children. The fact that a multiple birth, adoption, or placement occurs does not increase the total amount of parental leave granted for that event.
 - 2. Parental leave will be compensated at one hundred (100) percent of the Employee's straight time rate of pay for the number of hours they are regularly scheduled to work per week.
 - 3. Approved parental leave may be taken at any time immediately preceding or during the twelve (12) month period immediately following the birth, adoption or placement of a child with the Employee. Parental leave may not be used or extended beyond this twelve (12) month time frame. Any unused parental leave will be forfeited at the end of the twelve (12) month time frame.
 - 4. Approved parental leave may be taken in two parts, at the length of the employees' choice, not to exceed eight (8) weeks combined, with the employer's approval.
 - 5. Upon termination of employment, Employees will not be paid for any unused parental leave for which they were eligible.
 - 6. If paid family and medical leave becomes available under Maryland law, the parental leave provision will sunset, and the employee will receive a wage supplement so that the employee receives their full pay for the first eight (8) weeks of parental leave.

Section 6. Jury Duty

- A. Employees who have been summoned for jury duty will be given the necessary time off. The Museum will not discriminate against any employee who is requested to serve on a jury. Employees should give adequate advance notice of a jury summons.
- B. The Museum will provide paid leave for time away from work for jury duty. An employee must notify their supervisor as soon as a summons is received, and must provide a copy of attendance document stamped by the court clerk to their supervisor in order to have their absence counted as an excused absence and to receive employee compensation while on jury duty. Employees need to discuss their workload with their supervisors prior to going out on jury duty.
- C. Employees are required to report to work as soon as they are released from jury duty, as well as during periods when they are not required to be present for jury duty. If an employee is not required to serve on a particular day or finishes early, the employee is required to call their supervisor to determine if they must come in. Any employee who appears for jury duty for four or more hours, including travel time, in one day, will not be required to start any work shift that begins on or after 5:00 p.m. on the day of their appearance for jury duty, or begins before 3:00 a.m. on the day following the day of their appearance for jury duty. It is the employee's responsibility for obtaining additional documentation, if requested by Human Resources, that shows the length of jury duty hours and/or days. The documentation must be given to the supervisor and then forwarded to Human Resources to ensure the employee is appropriately paid for jury duty.

Section 7. Military Leave

- A. The Museum will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 8. Leaves of Absence Without Pay

- A. Employees may be granted unpaid leave for personal reasons. Employees who have been employed for at least one year at the Museum and who have worked at least one thousand two hundred and fifty (1,250) hours for the Museum over the prior twelve (12) months shall be eligible to take extended unpaid time off from work for personal reasons.
- B. If an Employee desires such a leave of absence, the Employee must present a written request to the Supervisor, who will forward it to the appropriate Department Director for further consideration. To permit advance planning, any request for a leave of absence must be submitted at the earliest time the Employee has reason to

believe they will have a future need for such leave. The written request must set forth the anticipated length of the leave, with the start date of the requested leave and the reason for leave, as well as an explanation of any circumstances prompting the request if requested by the Museum. Such requests will be granted at the Museum's discretion. Denials will be in writing, including a reason for the denial.

- C. An approved leave of absence will not be extended beyond the date of the initial written request without a subsequent written request and approval per the process set forth above in Section 8.B. In the event the Employee is unable to return from such leave as scheduled, they shall notify the Employer to that effect as soon as such circumstances come to their attention. The Employee shall advise the Museum of the date on which they are expected to be able to return to work. As with initial requests, extension requests will be granted at the Museum's discretion.
- D. For leaves of absence without pay for thirty (30) calendar days or less:
 - 1. Employees will be reinstated to their former positions upon return from leave.
 - 2. The Employee must return on the date specified; failure to do so is considered an absence. Failure to return with two (2) consecutive workdays of the date specified without good cause and without notifying the Museum is cause for termination.
 - 3. Employees are not entitled to accrual of leave but will not lose any employment benefits that occurred before leave was taken.
- E. For leaves of absence without pay for more than thirty (30) calendar days:
 - 1. Employees shall be returned to their former job classification if a vacant position authorized to be filled exists. If not, the Museum will make a reasonable effort to place such employee in another vacant position authorized to be filled within the same classification. If no such vacancy exists, the Employee will be placed on the layoff/recall list.
 - 2. The Employee must notify the Museum within ten (10) calendar days following the end of the leave of the employee's ability to return to work. Failure to submit written notification within the required period is considered a resignation.
 - 3. Employees are not entitled to accrual of leave but will not lose any employment benefits that occurred before leave was taken.
- F. Employees on leaves of absence without pay may retain their membership in the health plan by paying the full cost of the group premium, only to the extent possible

under the terms of the applicable plan as set forth in the then-current Summary Plan Description. Employees are not entitled to any other health benefits while on leaves of absence without pay.

- G. Upon approval from an employee's supervisors, an employee may be granted seventy-two (72) hours of unpaid leave that can be taken in hour increments.

Section 9. Family and Medical Leave

- A. The Museum will maintain a Family and Medical leave policy that is consistent with Federal and Maryland laws. Any paid or unpaid leave under this agreement shall be consistent with Federal and Maryland Family and Medical Leave laws. Any policy regarding FMLA is subject to bargaining.
- B. Employees shall accrue vacation or sick leave as normal during any unpaid leave of absence, e.g., Family and Medical Leave, but not a leave under Section 8, above. Employees will also accrue vacation or sick leave as normal if they are on a leave of absence paid by the State, e.g., FAMLI.
- C. Employees will be required to use vacation and sick leave concurrently with Family and Medical Leave under the FMLA.
- D. Employees may be required to use vacation or sick leave when required by law, e.g., prior to a leave under FAMLI.
- E. All leave other than leave discussed in this Article is governed by current Museum policy, at the time of ratification.

Article 21. Holidays

Section 1. Celebrated Holidays

A. The Museum observes the following holidays, and the Museum and galleries shall be closed on these days:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

The day after Thanksgiving, administrative offices will be closed, but the Museum will remain open. The day after Thanksgiving will be treated as a holiday for purposes of the pay provisions that follow in this Article.

- B. All employees covered by this agreement shall be paid for all holidays as follows: non-exempt employees will receive eight hours of holiday pay; exempt employees receive pay for holidays.
- C. In addition to the holiday pay set forth in section 1.A, non-exempt employees who are required to work on-site during a designated holiday will be paid for all hours worked and exempt employees shall receive hour for hour compensatory time when working during a holiday.
- D. If a paid holiday(s) occurs when an employee is on pre-approved and pre-scheduled vacation leave, the employee shall not be charged vacation leave for the holiday(s).

Section 2. Religious Holiday Provision

- A. Employees shall be allowed to use Leave in order to observe a religious holiday or to attend ceremonies or acts associated with their religion. Requests for leave for religious holidays or observances must comply with the Museum's leave requesting policies and procedures, including the procedures set forth for vacation leave in this Agreement, unless the need for leave is unforeseeable, in which case leave must be requested as soon as practicable. If the request for leave is approved, employees must use accrued vacation leave unless their leave is exhausted, in which case leave will be unpaid. The Museum will comply with Title VII as it pertains to requests for time off for religious holidays or observances. Leave requests shall not unreasonably be denied.

Article 22. Job Classifications and Compensation

Section 1. Wage and Salary Scale

The job classifications covered by this Agreement and their respective wages and salaries during the term of this Agreement shall be set forth in Appendix A.

- A. All Employees initially shall be placed in steps in their respective wage/salary grades directly corresponding to their years of service at the Museum as of the date of ratification of the Agreement based on the table below or at the step which provides at least a 3.75 percent salary increase over current wage/salary, whichever is higher. Any employee whose current wage/salary rate is such that no placement on the associated pay scale equals at least a 3.75 percent pay increase will receive a 3.75 percent increase to their current wage/salary. The exception to this wage/salary grade placement will be titles at Grade F and G, where employees will be initially placed based on years of service exclusively.

Initial Wage Scale Placement	
Months of Service	Step
0 to 36	1
36 + one day to 72	2
72 + one day to 120	3
120 + one day to 180	4
180 + one day and above	5

Section 2. Job Classifications

There shall be two (2) groups of Employees for purposes of determining status and associated pay.

- A. Group 1: Hourly, non-exempt Employees covered by this Agreement.
- B. Group 2: Salaried, exempt Employees covered by this Agreement.

Section 3. Wage and Salary Adjustments

- A. Step Increase: On the first day of the first full pay period after an employee's anniversary date of their date of hire, beginning on July 1, 2025, Employees shall

be placed on the next higher step in their current wage/salary grade after the following years of service:

1. Zero (0) to thirty-six (36) months of service;
2. Thirty-six (36) months plus one (1) day to seventy-two (72) months of service;
3. Seventy-two (72) months plus one (1) day to one hundred and twenty (120) months of service;
4. One hundred and twenty (120) months plus one (1) day to one hundred and eighty (180) months of service;
5. One hundred and eighty (180) months plus one (1) day of service and above.

In the event that an employee is placed in a step that does not correspond to their years of service pursuant to the terms of Section 1 that require an employee to receive at minimum a 3.75 initial increase, the employee will still be placed in the next higher step if they reach one of the above years of service during the term of the Agreement.

B. Annual Wage Adjustments: Effective on the first day of the pay period following the ratification of this Agreement, Employees covered by this Agreement shall receive the respective pay as outlined in Appendix A retroactive to January 1, 2025.

1. Group 1 Employees covered by this Agreement shall receive the following general wage increases on the following dates:
 - a. July 1, 2025 – \$0.45 per hour
 - b. July 1, 2026 - \$1.50 per hour
 - c. July 1, 2027- \$1.35 per hour
 - d. Each vertical step (based on tenure) throughout the Group 1 pay scale shall equal \$0.40 per hour wage increase over and above the prior step.
2. Group 2 Employees in Grades A through E covered by this Agreement shall receive the following general salary increases on the following dates:
 - a. July 1, 2025 – two and one quarter percent (2.25%)
 - b. July 1, 2026 – three point seven five (3.75%)
 - c. July 1, 2027- four percent (4%)

- d. For fiscal year 2025, for Group 2 Grades A, B, and C, each vertical step (based on tenure) shall equal a \$850 per year increase in salary over and above the prior step. For all subsequent fiscal years, each vertical step shall increase by the percentages outlined in B.2 (a), (b), and (c) above.
 - e. For fiscal year 2024, for Group 2 Grades D and E, each vertical step (based on tenure) shall equal a \$975 per year increase in salary over and above the prior step. For all subsequent fiscal years, each vertical step shall increase by the percentages outlined in B.2 (a), (b) and (c) above.
 - f. For fiscal year 2025, for Group 2 Grades F and G, each vertical step (based on tenure) shall equal a \$325 per year increase in salary over and above the prior step. For all subsequent fiscal years covered by this agreement, each vertical step shall increase by 2.25 percent.
- 3. Notwithstanding anything else in this Agreement to the contrary, Group 2 Employees in Grades F and G will receive a 2.25% increase annually on July 1 for the term of their agreement. Additionally, rather than the retroactive payment set forth above, Group 2 Employees in Grades F and G will receive a back payment of \$1,500.00 upon ratification of the Agreement.
- C. Night Shift Differential: Monitor Room Officer – Night Shift and Lead Monitor Room Officer – Night Shift employees will be paid at a rate of \$0.50/hour more than is shown on the wage table below.

Article 23. Insurance and Benefits

Section 1. Health Benefits

- A. Through the City of Baltimore Department of Human Resources, Museum Employees are offered several health insurance and other health benefit plans to choose from. The parties recognize the Third Health Insurance and Prescription Drug Plan Agreement, as noted by the Baltimore City Board of Estimates, which remains in effect until a successor agreement is reached pursuant to Ordinance 22-165.
- B. In the event that the City of Baltimore Department of Human Resources no longer offers Museum Employees health insurance and other health benefits plans, the Museum shall, subject to its duty to bargaining with the Union, offer health insurance and other health benefit plans to Employees Provided the City provides such advance notice, the Museum will provide at least thirty (30) days advance notice to the Union if there are to be any changes in health benefit coverage.
- C. For part-time employees not eligible for the health insurance plan, the Employer shall provide an annual stipend of \$750 to supplement health care needs.

Section 2. Defined Benefit Plan

- A. The term “Employee” as used in this section is defined as an Employee of the Museum hired before July 1, 2014, and any employees otherwise previously grandfathered into the City of Baltimore’s Employees’ Retirement System (ERS), or otherwise currently enrolled in the ERS.
- B. Employees are “Class C” members of the City of Baltimore’s Employees’ Retirement System (ERS), a defined benefit plan (“pension plan”) provided by The Baltimore City Employees’ Retirement System (“The System”).
- C. Any and all rights of an Employee to a pension plan under The System shall be governed by the terms of such plan.

Section 3.

In the event that Employees are no longer covered under a pension plan under The System, the Museum shall immediately bargain over an alternative with the Union.

Section 4. Defined Contribution Plan

- A. The Museum agrees to maintain a tax-qualified employee Defined Contribution Retirement Plan covering Employees of the Museum. The Plan shall cover all Employees. Employees shall be eligible to participate in this plan on the first day of employment.

- B. Effective July 23, 2025, the Museum will match an employee's contribution up to a maximum of 3.5% of an employee's gross pay up to a cap of \$3,500 in FY 26, and then up to a maximum of 4% of an employee's gross pay up to a cap of \$4,000 in FY 27 to the Plan subject to the limitations of law. The Museum will match an employee's contribution up to a maximum of 4.5% of an employee's gross pay up to a cap of \$4,500 in FY28.
- C. To be eligible for employer contributions, Employees must be at least twenty-one (21) years of age and have completed six (6) months of service at the Museum.
- D. Any change in vendor administration will be discussed with the Union.

Section 5. Transportation

- A. Employee Parking
 - 1. Employees may seek ADA reasonable accommodations related to parking.
 - 2. Employees and the Museum will comply with the Walters Parking Lot Parking Protocols (Policy 08-8065-008)
- B. Public Transit
 - 1. The employer will provide a 50% match up to \$50 amount onto an employee's CharmPass account for use on the City's MTA bus and Metro SubwayLink system.

Article 24. Health and Safety

Section 1. Working Facilities and Conditions

A. Duty for a Safe Work Environment

1. The employer and all employees covered by this Agreement shall comply with all health and safety provisions set forth in this Article and Agreement, as well as all safety rules and regulations established by the employer, with the understanding that departures from Museum rules and regulations may be necessitated by unanticipated situations in order to protect the health and safety of employees, as well as all applicable safety-related laws and regulations. The employer shall bargain over the effects of any health and safety rules and regulations established by the employer.

B. General Duty

1. The Employer and the Union recognize the need for an effective health and safety program for the mutual benefit of employees and the Employer. The Employer recognizes the interest of the Union in the safety and health of the Museum community. Acknowledging that bargaining is limited to effects bargaining, and agreement is required only as to effects, not decisions, the parties shall engage in effects bargaining over health safety as needed or will act on recommendations made by all safety teams established in the EOP or Safety Plan with the mutual written consent of both sides. The Employer further agrees to investigate, upon the request of the Union, any conditions affecting the safety and health of the employees. The Employer agrees to comply with all applicable Federal, State, and Local laws as well as regulations, including mandated trainings, and shall be guided by the recommendations of government agencies as applicable.

C. The Museum agrees to provide all Employees adequate, clean, safe, and sanitary working facilities. This includes but is not limited to the provision of sufficient and adequate working space, which includes ample lighting, ventilation, and ergonomic standards as necessary, and when possible, access to gender neutral restrooms. The Employer shall maintain workspaces and ensure that workspaces meet all applicable OSHA guidelines and comply with other applicable laws.

D. In accordance with 29 CFR § 1977, occasions might arise when an employee is confronted with a choice between not performing assigned tasks or subjecting themselves to serious injury or death arising from a hazardous condition at the workplace. If the employee, with no reasonable alternative, refuses in good faith to expose themselves to the dangerous condition, they would be protected against subsequent discrimination. The condition causing the employee's apprehension of

death or injury must be of such a nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a real danger of death or serious injury and that there is insufficient time, due to the urgency of the situation, to eliminate the danger by resorting to regular statutory enforcement channels. In addition, in such circumstances, the employee, where possible, must also have sought from their Employer, and been unable to obtain, a correction of the dangerous condition.

- E. The employer shall guarantee the provision of a one gender neutral restroom in in the 5 West Building, the 1 West Building, 100 Centre Street, and the wood shop. The restroom on the third floor in the Centre Street building, which is currently the women's room, will be labeled in a manner that indicates it is open to all genders.
- F. Employees must report, by filling out incident reports created by the Museum in accordance with the requirements of the EOP and Safety Plan, any hazardous, violent, or unsafe working conditions promptly. If an employee is not able to immediately fill out the incident report, they must promptly report the incident to the Director of Safety and Security or a supervisor or manager, and subsequently fill out an incident report.
- G. Following the submission of an incident report, the Museum will respond to an employee within seventy-two (72) hours advising them of the following information, to the extent it is reasonably available: (a) that the incident report has been received, (b) what the Museum found when it looked into the incident report, (c) the steps management plans to take to remediate issues it found, (d) the timeline for management's incident resolution, and within the timeline provided, (e) the actions ultimately taken to remediate issues found. If this information is not reasonably available within seventy-two (72) hours, the Museum will provide the information within a reasonable timeframe depending on all the surrounding circumstances.
- H. The Museum will take reasonable measures to eliminate, or, if impracticable to eliminate, mitigate unsafe conditions and will prohibit threats of violence against employees, and make reasonable efforts to prevent violence against employees.
- I. The Museum confirms that it will comply with its legal obligation to respond to Union requests for information related to health and safety.
- J. The Museum shall provide the Union with at least twenty-four (24) hour advance notice of non-emergency painting or construction in employees' work areas and designated break rooms. The Museum shall provide the Union with notice of emergency painting or construction as soon as is possible. This provision is not intended to require notice of the painting and construction of exhibition spaces.

- K. When there is potentially hazardous work going on in a workspace, outside of the regular scope of the Museum's work, employees who are able to work from home will be allowed to do so and will be given advance notice by their supervisor.
- L. When an employee files an incident report regarding potentially unsafe or hazardous working conditions, impacted employees who are able to work from home will be allowed to do so or the Museum will provide an alternative work location.
- M. The Museum shall comply with the latest Center for Disease Control (CDC), Maryland Department of Health, and Baltimore City Department of Health guidelines or recommendations of other nationally recognized health organizations on prevention and treatment of exposures to transmittable diseases. In the event of exposure or an outbreak of any communicable disease in the Museum, the Museum agrees to notify Union leadership of the nature of exposure or outbreak as well as what measures are being taken to address the situation.
- N. The Labor Management Committee established under Article 6 of this Agreement shall be the forum for discussion of working conditions in the Museum related to health and safety during the term of this Agreement, and to make necessary changes during the term of this Agreement. The Museum will consider health and safety recommendations made by the Union members of the Labor Management Committee:
 - 1. The Union members of the Labor Management Committee may share their evaluation and recommendations of changes to existing health and safety policies, procedures, and standards. The Museum will consider such evaluations and recommendations, and will meet with the LMC to explain their conclusions.
 - 2. The Union members of the Labor Management Committee may recommend new health and safety policies, procedures, and standards. The Museum will review and consider such recommendation, and will meet with the LMC to explain their conclusions.
 - 3. The Museum will provide the Union members of the Labor Management Committee at least fourteen (14) days' advance notice of implementation of new non-emergency health and safety policies, procedures, and standards. During this notice period, the Union members of the Labor Management Committee may provide feedback and recommendations. The Museum will give appropriate weight and consideration to this feedback. The Museum will meet with the Labor Management Committee to explain their conclusions. Excluded from this provision are such policies, procedures,

and standards that must be implemented immediately to address emergent circumstances, which are addressed in Section 2.

- O. The Labor Management Committee established under Article 6 of this agreement shall include a Safety Working Committee.
 - 1. This committee shall meet bi-monthly, and on an immediate basis upon request in the case of health and safety emergencies.
 - 2. The Safety Working Committee will discuss health and safety issues and work collaboratively with management on solutions.
 - 3. The Safety Working Committee will review progress on projects, incidents, and complaints related to health and safety.
 - 4. The Safety Working Committee will be comprised of six (6) members: three (3) employees from the bargaining unit, which may include one (1) member of the Union's executive board or its designee, and the Staff Representative of the Union; and up to three (3) representatives of Museum administration.
 - 5. If the Safety Working Committee reaches an agreement on any issue, that agreement will be memorialized and submitted in writing to Human Resources and the Museum director. An agreement should not be considered to have been reached unless it has been memorialized in writing.
 - 6. The Museum shall assure that any agreements reached by the Safety Working Committee are distributed to affected managers and supervisors.

Section 2.

The Union may designate one bargaining unit member to participate in each of the following safety teams:

- A. The Safety Implementation Team: The Union designees must be employed in the Building Operations or Conservation Departments.
- B. The Incident Commanders Team: The Union designees must be employed in the VEX, Security, Building Operations, or Retail Departments.
- C. The Collections Incident Response Team: The Union designees must be employed in the Conservation, Collections, and Technical Research Department.
- D. The IT Disaster Recovery Team: the Union designees must be in a job title associated with information technology.

The Safety Accountability Team may make modifications of health and safety rules, including in the event of an emergency. The Museum shall notify the Union of such modification of health and safety rules, and the Museum shall consider any comments or suggestions submitted by the Union.

All time spent by bargaining unit employees attending the foregoing safety meetings will be paid time at the employee's regular rate of pay.

Section 3.

The employer agrees to fulfill the responsibilities specified below in order to establish and maintain a safe and healthy workplace. Employees are expected to observe established policies and accepted safe work practices in the workplace. The following practices will be part of an effective health and safety policy:

- A. Timely Investigation: The employer explicitly recognizes its obligation to investigate in a timely manner any clear or apparent health or safety risk that has been reported pursuant to the EOP or Safety Plan, and it will take appropriate remedial action.
- B. Safe Work: The Museum will apply the controls set forth in the Safety Plan to mitigate risks associated with hazards. Employer should not require any employee to perform a task that endangers their health or safety. Where potential risks exist, employees should receive appropriate training. No employee shall be required to work with unsafe equipment that would be hazardous to them or to their coworkers and/or a visitor's health and safety. Employees who believe equipment is unsafe or hazardous to their health and safety or to their co-workers and/or a visitor's health and safety shall report such equipment to their immediate supervisor. The Supervisor will place the equipment out of service until assessment by the Employer is made. If after assessment by the Employer the employee's concern is substantiated, the employee will be issued new equipment. If the concern is not validated the employee shall utilize the equipment. No employee will be subject to corrective action for properly reporting, in good faith, a valid health or safety problem to the Employer.
- C. Information: Employer should make readily available, upon request, information on any hazardous materials used by or in the vicinity of employees. In addition, if it is necessary for the requesting employee to handle such materials, information concerning procedures and techniques to be used in handling such materials will also be readily available, upon request. This requirement applies whether such materials and procedures are used routinely or on a temporary basis.

Section 4. Extreme temperature conditions procedures:

The Museum shall comply with laws regarding heat stress and illness prevention. Any employees who are aware of an indoor heat index that exceeds eighty (80) degrees or falls below sixty (60) degrees at the Museum must file an incident report with the Museum. If the heat index in such portion of the Museum remains above ninety (90) degrees or below fifty (50) degrees for more than four (4) hours, the employee must be granted a relocation to another work location at the Museum, or, if no such location is available, to a remote work location for such employees who are able to work remotely. If, for business reasons, such as a need for staffing in galleries, the employee cannot be relocated, the employee will be treated as essential until they are either relocated or the heat index falls below ninety (90) degrees and above fifty (50) degrees. If such a time arises that the Maryland Heat Stress Standards apply to the Museum, and the Museum makes modifications to health and safety rules as a result, the Museum will notify the Union in compliance with Section 2 of this Article. The Museum shall make available to Union members in each department portable thermometers that measure and document temperature and humidity, upon request.

Section 5. Emergency and Security Protocols

- A. Within two (2) months of date of hire and at least one (1) time per year thereafter, all Employees will receive training on emergency and security protocols for the Museum. The training will include procedures for evacuation and reporting of incidents.

Section 6. Work Related Injury or Illness

- A. Any injury or illness an Employee suffers while on duty must be reported to their Supervisor or Human Resources as soon as reasonably possible.
- B. Employees shall continue to accumulate seniority while receiving Workers' Compensation benefits until such time as they are no longer employed by the Museum.
- C. The Museum shall post the mandatory Maryland Workers' Compensation Poster.

Section 7. Accommodations for Gallery Officers

- A. The Museum shall provide Gallery Officers stationed in galleries with seating. Gallery Officers may use the seating provided by the Museum so long as it does not interfere with the performance of their duties. For example, Gallery Officers must approach any visitor who gets too close to a work of art or attempts to touch an artwork. Gallery Officers should also stand if they are able when speaking to a visitor about a work of art.

- B. The Museum shall move the seat and podium for Gallery Officers stationed at the Centre Street door to the level below the small steps next to the Centre Street entrance. Officers at the Centre Street post must still fulfill the job duties of a Gallery Officer, which include, but are not limited to, remaining mobile, greeting and assisting visitors, and promptly attending to duties at or near the entrance as they arise.

Section 8. Trainings

The employer shall continue to offer health and safety trainings set forth in the EOP and Safety Plan. The employer shall work with the Union to identify additional trainings that may be needed by bargaining unit employees.

Article 25. Education and Training

Section 1. Training

- A. The Museum shall endeavor to provide a budget in each department for the continuing training and professional development of bargaining unit employees.
- B. The Museum will pay the cost of any training or certifications that it requires employees to undergo in order to perform their jobs.
- C. Employees may submit a request for training to their Supervisor provided that such training is relevant to the Employees' professional development.
- D. The Museum will schedule required training and provide professional development to all Employees as necessary. Which training is required, and which professional development is necessary is within the sole discretion of the Museum. If the Museum requires an Employee to have additional training, fifteen (15) calendar days' notice must be given to the Employee.
- E. Training will be provided for Employees who will be expected to use new equipment and technology where such training is required to perform their job functions. Such Employees will be trained as soon as practicable but not later than forty-five (45) days following the introduction of such equipment and technology.

Section 2. Educational Reimbursement

- A. The Museum will allocate \$15,000 on July 1 each year to fund the Continuing Education Fund.
- B. Any permanent full-time Employee with at least two (2) years of continuous service shall be eligible for up to \$1,500 reimbursement for the cost of Museum-related education courses covered by the Continuing Education Fund. Any part-time Employee shall be eligible for reimbursement for the cost of Museum-related education courses after five (5) years of continuous employment, covered by the Continuing Education Fund.
- C. The Continuing Education Fund is separate from departmental budgets for other forms of professional development including but not limited to conferences, symposia, and lectures, the structure but not the amount of which shall be maintained in line with current Museum practices.
- D. Employees must submit a request for reimbursement for Museum-related education courses to their immediate Supervisor and the Director of Human Resources. Requests for reimbursement shall not be unreasonably denied. Approved requests for reimbursement shall be paid in full.

- E. In the event an employee fails to complete the course or pass any required certifications; voluntarily resigns; or is terminated for cause within twelve (12) months of the education course, employees must make full repayment for the course. The Museum may retain or make deductions from all unpaid earnings owed to the employee in order to satisfy the repayment obligation.
- F. The Office of Human Resources shall maintain physical and electronic copies of educational reimbursement forms that shall be accessible to bargaining unit employees.

Section 3. Time for Learning

- A. Employees may make requests for time away from regular work duties to participate in professional development or education and training. Such requests will be considered by the employee's supervisor. Participation in professional development or education and training must not interfere with Museum operations. If the request is denied, the employee will be provided with the reason for denial. Employee requests may not be unreasonably denied. Employees who participate in these approved professional development or education and training during work hours shall be paid for those hours and shall not be required to make up those hours another time.

Article 26. Uniforms and Clothing

Section 1. Stipends

- A. The Museum will provide a \$200 stipend annually for Employees in the facilities, visitor experience, security, retail, installation, and conservation departments to purchase workwear and/or footwear.
- B. Eligible Employees shall receive this stipend once annually on January 1st.
- C. In the first year of the contract, the stipend will be paid to eligible employees upon ratification of the contract.

Section 2. Uniforms

- A. The following conditions apply if the Museum requires an Employee to wear special clothing or uniform to perform their duties. Based on availability from the Museum's vendor and at such time as the Museum's vendor is able:
 - 1. The Museum shall provide Employees in the Facilities and Security Departments with five (5) short-sleeve shirts, five (5) long-sleeve shirts, and five (5) black slacks per year.
 - 2. The Museum shall provide Employees in the Facilities Department and Security Officers with one (1) cardigan upon their employment.
 - 3. The Museum shall provide pregnant Employees in any of the above-mentioned departments appropriately fitting uniforms/special clothing.
 - 4. The Museum shall provide replacement shirts and cardigans to Employees as needed in response to regular wear and tear.
 - 5. When available, employees may provide uniforms to the Museum's vendor for laundering.
- B. In the event the Museum develops additional uniform needs, it will discuss the impact of any change with the Union through the labor management committee.

Article 27. Tools and Equipment

Section 1. Personal Protective Clothing and Equipment

- A. The Employer shall provide personal protective clothing and equipment as required by applicable state and/or federal laws and regulations.
- B. The Employer shall supply KN95 masks to all employees who request such masks. N95 respirators will be available to employees who are required to wear such respirators in connection with the performance of their job duties after an employee has satisfied all OSHA requirements for usage.
- C. The Employer will make available non-prescription safety glasses to employees who are required to wear them as part of their job.
- D. The Employer shall provide and maintain the materials, tools, and equipment needed by employees to perform their jobs in an efficient and productive manner at no cost to employees.
- E. The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained.
- F. The Employer will repair or replace Employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business.
- G. Employees are responsible for the care of the equipment assigned to them by the Employer. Misuse or negligent or intentional damage to tools and equipment is grounds for disciplinary action, up to and including termination.
- H. When the Employer introduces new tools or equipment, employees shall be provided with adequate training, if necessary, in order to properly operate such tools and equipment.
- I. In the event tools or equipment are not made available, their use shall not be required.
- J. Equipment provided by the Employer shall not be used outside of work and/or while performing work not required by the Employer.
- K. At the end of an assignment and/or upon departure from employment, all personal protective clothing, equipment and tools provided by the Employer shall be returned to the Employer in good condition.
- L. The Museum shall provide a list of equipment given to each bargaining unit employee on a yearly basis.

- M. In the event that an employee fails to return Museum property at the conclusion of employment, the employee will reimburse the Museum for the cost of replacement. If the employee fails to reimburse, the Museum will use means at its disposal to recover the cost of the property. In connection with that effort, the Union agrees that the Museum may require employees to execute a wage deduction authorization at the time the employee receives Museum property permitting the Museum to deduct wages from the employee's final paycheck to cover the cost of any Museum property that is not returned to the Museum at the separation of employment.

Article 28. Inclement Weather

Section 1.

- A. Inclement weather is defined as extreme weather conditions including but not limited to hail, snow, sleet, ice, cold, high wind, heavy rains, flooding, smoke, air quality, heat, and/or extreme temperatures.
- B. All Employees shall be notified by the Museum whether they are not expected to report to work as scheduled due to inclement weather at the earliest possible time.
- C. The Essential Employee designation is made within the sole discretion of the Museum based on job responsibility with a direct impact on the critical service needs of the Museum. Designation shall be made at the commencement of employment, communicated to the employee then and again at any time it is changed. The Museum shall provide the Union with a list of Essential Employees monthly.
- D. In the event of inclement weather, all Essential Employees must report to work regardless of their work schedule and/or whether the Museum is declared closed.
- E. Essential Employees will be paid at a rate two (2) times their regular hourly rate when they are required to report to work while the Museum is closed. When the Museum is not closed due to inclement weather, Essential Employees who are required to work outside their normal scheduled hours to help prepare for, remediate, or manage, issues directly related to inclement weather will be paid at a rate two (2) times their regular hourly rate.
- F. In the event the Museum closes due to inclement weather, non-Essential Employees who are not expected to work as scheduled due to inclement weather will be on paid administrative leave for the duration of the closure. The Museum may require employees who have an AWA under Article 14 to perform their duties remotely on days outside of their normal telework schedule, at the Museum's sole discretion, during any closure due to inclement weather after the Museum has provided notice to the employee during their regular working hours the day prior to the Museum closure.
- G. Lodging: In the event essential personnel are unable to return home after having reported for work during adverse weather conditions (typically when public transportation is unavailable), or the weather forecast predicts severe inclement weather, the Museum, may, at its sole discretion, determine if lodging accommodations are needed and, may, at its sole discretion, make arrangements for lodging at our approved hotel partner.

- H. Meals: Essential personnel required and approved to work extended periods during inclement weather will receive a per diem maximum of \$25.00 for meals per day, per person. Essential personnel can obtain their meals from wherever they choose and will be reimbursed up to a maximum of \$25.00 per day. Receipts will be required, and the Museum will pay only against receipts. Alcoholic beverages are excluded.
- I. Essential personnel who are classified as non-exempt and are excused for any portion of the day by their Director or Supervisor due to a closure of the Museum for inclement weather, will be on administrative leave pay status for scheduled hours that were not worked. Additional time off will not be provided. The Museum will determine, at its sole discretion, whether to close the Museum due to inclement weather.

Article 29. No Strike/No Lockout

Section 1.

- A. No employee shall engage in any strike, sympathy strike, sit-down strike, or an industrial action (sit-in, slow-down, cessation, stoppage, or interruption of work, boycott, or picketing) or other interference with the operations of the Employer during the term of this Agreement.
- B. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike during the term of this Agreement.
- C. The Employer agrees that it will not lock out Employees during the terms of the Agreement.

Article 30. Management Rights

Section 1.

A. Management of the facility, operations, and workforce covered by this Agreement are vested exclusively in the Museum, except as limited by specific provisions of this Agreement and applicable law. Subject to the limitations of this Agreement and applicable law, the Museum shall continue to have all sole and exclusive rights customarily reserved to an employer, including but not limited to the rights to:

1. Hire, evaluate, promote, demote, suspend, discipline, transfer, layoff, recall, and discharge employees;
2. Relieve employees from duty because of lack of work or other proper reasons;
3. Establish and modify work rules concerning the operation of the Museum's facilities and permissible conduct of employees;
4. Schedule operations, shifts, and hours of work and operation;
5. Assign work to employees, direct employees about how to perform assigned duties, designate which employees perform which work, schedule when employees perform assigned duties, including overtime work;
6. Determine appropriate staffing levels, including whether to fill vacant positions;
7. Select the tools, equipment, and materials to be used in the operation of the Museum's business;
8. Control all Museum property;
9. Make technological improvements and install or remove equipment, including labor-saving devices or machines, regardless of whether or not such action causes:
 - (a) Transfer of employees, or
 - (b) The elimination of bargaining unit titles, or the assignment of different or additional duties;
10. Select supervisory personnel and control their conditions of employment;
11. Plan, control, direct, form, discontinue, consolidate, or reorganize any department, or division thereof, and
12. Designate work to be subcontracted and select subcontractors unless such subcontracting results in a reduction of the number of employees in the

bargaining unit or the elimination of bargaining unit titles (except as otherwise set forth in this Agreement).

- B. The Museum shall also have the sole and exclusive right to determine all work methods, techniques, and processes, as well as the methods of providing services and products.

Article 31. Severability and Savings

Section 1.

- A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- B. If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law. If any time thereafter during the term of the Agreement, such term or provision is no longer in conflict with any Federal or State law, such term or provision, as originally embodied in this Agreement, shall be restored to full force and effect.
- C. Upon issuance of a decision by a court of competent jurisdiction holding any portion of this Agreement invalid, the parties agree to hold themselves available to negotiate a substitute for the invalidated article, section or portion thereof. The remaining parts of provisions shall remain in full force and effect.

Article 32. Scope of Agreement

Section 1.

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Museum and the Union freely agree that during the term of this Agreement, the Museum shall not be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement and that there are no other agreements between the parties, either expressed or implied.
- B. The waiver or forbearance of any breach or condition of this Agreement by either party shall be deemed to be on a case-by-case basis and shall not constitute a precedent for future enforcement of all terms and conditions set forth herein.
- C. New Matters Not Waived
 - 1. Nothing contained herein shall be interpreted as precluding the right of the parties to negotiate on matters which develop after the entering into of this contract and which have not heretofore been bargained upon as a result of the unilateral change by Walters management in wages, benefits, or working conditions.

Article 33. Duration

This Agreement will be effective July 1, 2025, and shall continue in full force and effect until and through 11:59 p.m. on June 30, 2028. Thereafter, this Agreement shall automatically renew for successive one-year periods unless either party provides the other party with written notice of its intent to terminate or modify this Agreement at least sixty (60) days prior to the expiration of the current term.

Appendix A. Job Classifications and Compensation

Group 1 – Titles and Wage Grades	
Job Title	Grade
Sales Associate	A
Shipping and Receiving	A
Cafe Supervisor	B
Gallery Experience Associate	B
Monitor Room Officer	B
Monitor Room Officer - Night Shift	B
Gallery Officer	B
Gallery Officer-Part Time	B
Maintenance Technician	B
Part Time Relief Officer	B
Public Programs Educator	B
Receptionist	B
School Communities Educator	B
Visitor Experience Associate	B
Engineering Assistant	C
IT Desk Associate	C
Lead Gallery Officer	C
Lead Maintenance Technician	C
Lead Monitor Room Officer- Night Shift	C
Mailroom Clerk AV Technician	C
Preparator/Lighting Technician	C
Grants and Development Coordinator	D

Step	January 1, 2025	July 1, 2025	July 1, 2026	July 1, 2027
Grade A				
1	19.10	19.55	21.05	22.40
2	19.50	19.95	21.45	22.80
3	19.90	20.35	21.85	23.20
4	20.30	20.75	22.25	23.60
5	20.70	21.15	22.65	24.00
Grade B				
1	20.10	20.55	22.05	23.40
2	20.50	20.95	22.45	23.80
3	20.90	21.35	22.85	24.20
4	21.30	21.75	23.25	24.60
5	21.70	22.15	23.65	25.00
Grade C				
1	21.10	21.55	23.05	24.40
2	21.50	21.95	23.45	24.80
3	21.90	22.35	23.85	25.20
4	22.30	22.75	24.25	25.60
5	22.70	23.15	24.65	26.00
Grade D				
1	25.43	25.88	27.38	28.73
2	25.83	26.28	27.78	29.13
3	26.23	26.68	28.18	29.53
4	26.63	27.08	28.58	29.93
5	27.03	27.48	28.98	30.33

Group 2 – Titles and Salary Grades	
Job Title	Grade
Imaging and Rights Coordinator	A
Public Programs Coordinator	A
Senior Helpdesk Associate	A
Accessibility Advocate	B
Audience Insights Analyst	B
College Initiative Specialist	B
Community Engagement Coordinator	B
Content Writer	B
Copyeditor	B
Digital Marketing Associate	B
Digital Production Specialist	B
Donor Relations Coordinator	B
Exhibition Production and Design Associate	B
Gift Processing and Development Coordinator	B
School Communities Specialist	B
Videographer	B
Assistant Manager Gallery Experience	C
Assistant Manager of Multigenerational Programs	C
Assistant Manager, School and Teacher Programs	C
Assistant Manager, Special Events & Donor Engagement	C
Assistant Manager of Teen and Career Development	C
Assistant Manager, Volunteer Experience	C
Assistant Registrar	C
Cabinetmaker/Preparator	C
Conservation Fellow	C
Zanvyl Krieger Curatorial Fellow	C
Graphic Designer	C
Accountant	D
Assistant Conservator	D
Associate Registrar	D
Mellon Post-Doctoral Curatorial Fellow	D
Development Database Associate	D
Lead Art Handler/Preparator/Mountmaker	D
Network Technician	D
Senior Engineering Technician	D
Archivist Librarian	E

Associate Curator	E
Associate Conservator	E
Associate Conservation Scientist	E
Exhibition Designer	E
Web Manager	E
Conservation Scientist	F
Senior Conservator	F
Head of Lab, Conservation	G

Step	January 1, 2025	July 1, 2025	July 1, 2026	July 1, 2027
Grade A				
1	44,425	45,425	47,128	49,013
2	45,275	46,294	48,030	49,951
3	46,125	47,163	48,931	50,889
4	46,975	48,032	49,833	51,826
5	47,825	48,901	50,735	52,764
Grade B				
1	51,089	52,238	54,197	56,365
2	51,939	53,108	55,099	57,303
3	52,789	53,977	56,001	58,241
4	53,639	54,846	56,903	59,179
5	54,489	55,715	57,804	60,116
Grade C				
1	57,475	58,768	60,972	63,411
2	58,325	59,637	61,874	64,348
3	59,175	60,506	62,775	65,286
4	60,025	61,375	63,677	66,224
5	60,875	62,245	64,579	67,162
Grade D				
1	65,060	66,524	69,019	71,779
2	66,035	67,521	70,053	72,855
3	67,010	68,518	71,087	73,931
4	67,985	69,515	72,121	75,006
5	68,960	70,512	73,156	76,082
Grade E				
1	73,350	75,000	77,813	80,925
2	74,325	75,997	78,847	82,001
3	75,300	76,994	79,882	83,077
4	76,275	77,991	80,916	84,152
5	77,250	78,988	81,950	85,228

Grade F				
1	NA	92,230	94,305	96,427
2	NA	92,555	94,637	96,767
3	NA	92,880	94,969	97,106
4	NA	93,205	95,302	97,446
5	NA	93,530	95,634	97,786
Grade G				
1	NA	102,250	104,551	106,903
2	NA	102,575	104,883	107,243
3	NA	102,900	105,215	107,583
4	NA	103,225	105,548	107,922
5	NA	103,550	105,880	108,262

Appendix B. Grievance Form

Grievance Form

Employee Name: _____

Date of Filing:

Description of Grievance:

Date and Time Grievance Occurred:

Where Grievance Occurred:

Specify the law, policy, article or section of Agreement violated:

What is the requested resolution of your grievance?:

Employee's Signature: _____

Date Signed:

FOR THE UNION



Stuart Katzenberg
Director of Collective Bargaining
AFSCME Council 3



Erin Riordan
Organizing and Research Coordinator
AFSCME Council 3



Charlie Wolfe
Negotiating Committee
AFSCME Council 3



Garrett Stralnic
Negotiating Committee
AFSCME Council 3



Karena Ingram
Negotiating Committee
AFSCME Council 3



Lex Reehill
Negotiating Committee
AFSCME Council 3



Mary Cochran
Negotiating Committee
AFSCME Council 3



Rachel Minier
Negotiating Committee
AFSCME Council 3



Sarah Freshnock
Negotiating Committee
AFSCME Council 3



Will Murray
Negotiating Committee
AFSCME Council 3

FOR THE COMPANY

Signed by:



Kate Burgin
18C44E1F70F54F2...
Andrea B. and John H. Laporte Director and CEO
The Walters Art Museum