Tentative Agreement Summary

- This agreement will run from October 1, 2023 through June 30, 2026.
- Raises: Effective October 1, 2023, all employees receive the new minimum for their title or a three (3%) percent increase, whichever is greater. The October 1 increase is in addition to the 3% increase distributed on July 1, 2023, and will be calculated on your current salary. Effective July 1, 2024, and July 1, 2025, there will be a 3% increase.
- Ratification Bonus: A half percent (.5%) bonus to be distributed within 3 weeks of ratification. The half percent will be calculated on the new 10/1 rate of pay.
- Minimum Rates: The contract establishes minimum pay rates for job titles.
 - See <u>HERE</u> for a list of the 10/1/23 minimum rates for full-time employees.
 Minimums will increase by 3% 7/1/24 and 7/1/25
 - Art Handlers/Framers: Effective 10/1/23, \$35 for art handlers and \$39 for Framers. 3% effective 7/1/24 and 7.1.25
 - Store and Visitor Services: Minimums increase to \$21/hour effective 10/1/23;
 \$22/hour effective 7/1/24; \$23/hour effective 7/1/25
 - Part-time Educators: See <u>HERE</u> for a list of rates effective 10/1/23. These rates will increase by 3% by the third year of the contract.
- **Merit Pay:** The Museum may pay individuals at rates above the minimums or grant raises above the general increases set forth in the Agreement.
- Health Benefits: Employees will continue to be covered by the museum-wide health benefits on the same terms as other employees except that the Museum may not increase the percentage employees must contribute to the premiums over the life of the contract.
- Vacation: Non-exempt employees will be increased to the same vacation allotments as exempt employees and new employees may use vacation after thirty days of employment.
- Paid Parental Leave: Increase to 8 weeks for employees with 1-3 years of service and 12 weeks for employees with more than 3 years of service.
- **Holidays:** Non-exempt employees will be paid time and a half for hours they work on a federal holiday observed by the Museum.
- **Compensatory Time:** An exempt employee who works 4+ hours on a federal holiday will get a compensatory day off to be scheduled with supervisory approval.
- On Call Art Handler, Framers and Museum Educators: will be eligible to make elective deferrals into the 403(b) plan and for Commuter Benefits.
- Other Benefits: The terms of the Employee Handbook and other written employment
 policies will apply to the bargaining unit unless they conflict with express terms of the
 contract. The Museum will make no changes in benefits for the unit that do not also
 apply museum-wide but in no event can the Museum cannot reduce retirement benefits,
 PTO or leaves of absence.
- **Temporary Employees:** The Museum may hire temporary employees for up to 90 days with a 90 day extension if they notify the Union in writing in advance. A temporary employee filling in for a regular employee will receive the rate of the regular employee and will be included in the unit if they stay beyond 180 days and their date of hire will be

- their original date as a temporary employee. The Museum will provide notice to the union when they hire temporary employees.
- Fixed Term Employees: Fixed term (project) employees will be included in the unit and covered by the contract but will not receive severance at the end of their fixed-term employment.
- Grievance Procedure: Violations of the contract and disciplinary action against
 individual employees are subject to the grievance procedure. Final step of the procedure
 allows the union to bring cases to an outside, neutral arbitrator whose decisions are
 legally binding on the parties. Employees have the right to union representation at every
 step. Grievances must be filed on a timely basis.
- Just Cause: Museum must have just cause to fire someone and this is legally
 enforceable through the grievance procedure. Employees have a right to union
 representation if called to a disciplinary/investigatory meeting.
- Health and Safety: Joint Union/Management health and safety committee to convene
 twice a year and/or in an emergency; the Museum shall provide legally required training
 including fire safety and evacuation, appropriate and safe equipment, notice of asbestos
 removal, painting and construction, time and a half pay to essential workers who must
 work on the museum premises when other employees are excused because of an
 emergency.
- Layoff Rights: Advance written notice of layoff and severance of a minimum of one
 week per year of service up to 20 weeks. The Museum will consider employees for
 vacancies they qualify for up to twelve months after the layoff.
- **Union Security:** Employees in union positions must become union members or pay the equivalent in agency fees. This protects the ongoing strength of our union. *Note that dues* will not be retroactive and will be implemented only after the raises are implemented*.
- Union Rights: Release time for union stewards to handle grievances, the ability to hold union meetings on Museum premises, Museum must provide regular information to the Union about new hires and terminations, 2110 representatives have access to the Museum if needed. An employee may take unpaid leave up to 12 months to work for the union.
- Personal Work: Employees shall not be required to perform personal work, services, or errands.
- **Job Postings:** Vacancies will be posted internally and sent to the Union and shall specify bargaining unit status.
- Non-Discrimination: The Museum commits to non-discrimination enforceable under the contract.
- Workplace Diversity: The Museum states its commitment to the ideals articulated in the Museum DEAI Plan. Employees will be paid for any required DEAI training. The Museum will meet with the Union to discuss the Action Plan. The Union may appoint a minimum of one unit employee to any museum-wide DEAI committee.
- Labor/Management committee: To discuss issues of concern. Meetings shall include at least one senior leadership position on the Museum side and may include a Local 2110 staff representative.

- No Strike/No Lockout: The union agrees not to strike over the life of the contract and the Museum agrees not to lock us out over the life of the contract. When the contract expires, we again have the right to strike.
- **Management Rights**: Standard clause stating that everything that is not explicitly in the contract remains the purview of the Museum.
- **Unit Clarification:** The Museum is still contesting the eligibility of certain positions that the Union believes should be included in the unit. The eligibility of these positions will be determined by the National Labor Relations Board.