

COLLECTIVE BARGAINING AGREEMENT

-between-



BALTIMORE MUSEUM OF ART UNION (BMAU)

-and-



**BALTIMORE
MUSEUM OF
ART**

BALTIMORE MUSEUM OF ART

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ARTICLE 1. RECOGNITION

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full-time, regular part-time, fellows, and term limited contract employees employed by the Employer, but excluding managerial, casual, temporary and confidential employees.

Section 2. Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit. The Employer shall not use a volunteer in order to furlough, lay off, or reduce the hours of a current employee.

Section 3. New Classifications

The Employer shall promptly notify the Union of its decision to create any and all new classifications arguably includible in the Bargaining Unit. If the parties agree that the proposed new classification is within the bargaining unit represented by the Union, then the parties shall execute a side letter to memorialize this agreement and the parties shall bargain regarding the new classification as required by law. If the parties dispute whether the new classification is excluded as a managerial, casual, temporary or confidential employee, the parties shall submit the matter to arbitration pursuant to Step 3 of the grievance procedure under Article 9 Grievance Procedure of this Agreement. The Arbitrator shall resolve the question of whether the new classification is within the bargaining unit represented by the Union by applying applicable National Labor Relations Board precedent and authority.

Section 4. Abolition or Merger of Job Classification

The Employer shall notify the Union of its interest to establish new classifications, or abolish, or merge, or change existing classifications and shall negotiate with the Union over the impact of such.

ARTICLE 2. NON-DISCRIMINATION

Section 1. Federal, State or local Laws

The Museum and the Union shall not discriminate against any employee or prospective employee and will not tolerate discrimination based on race (including traits associated with race, such as hair textures, afro hairstyles or protective hairstyles), national origin, color, creed, religion, age, disability, sex or gender (including pregnancy), veteran's status, genetic information, marital status, sexual orientation, gender identity or expression, or any other factor protected by federal, state or local law.

Section 2. Union Activity

Neither the Union nor the Museum shall discriminate against any Employee as a result of Employee's choice to engage, or not engage, in protected concerted activities, including membership or other lawful activities on behalf of the Union.

Section 3. Language Construction

The parties have attempted to draft the language in a gender-neutral manner. All references to bargaining unit members in this Agreement designate both sexes, and whenever gender is specified, it shall be construed to include male, female, transgender, non-conforming, and nonbinary Employees.

ARTICLE 3. REASONABLE ACCOMMODATION

The Museum will not discriminate against any qualified individual on the basis of any mental or physical disability, as long as that individual can perform the essential functions of the job with or without reasonable accommodations. The Museum is committed to providing individuals with disabilities, including those caused or contributed to by pregnancy, with reasonable accommodations necessary to allow them to perform the essential functions of their position, to the extent that any accommodation does not pose an undue hardship for the Museum and the individual is able to perform the essential functions of the job safely.

If an employee has or develops a need for an accommodation to help perform the essential functions of their job, they should submit a written request to Human Resources and, if able, propose accommodations, which may include leave, that employee believes will be effective. The Museum will explore whether the proposed or other reasonable accommodations can be made without undue hardship. The availability of any particular accommodation will depend on the circumstances. Medical documentation may be required as part of this interactive process.

The Museum will also endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship for the Museum. If an employee wishes to request such an accommodation, they should submit a written request to Human Resources.

Requests for accommodation will be evaluated and an effort will be made to provide reasonable accommodations. The Museum may, in some cases, agree to an accommodation on a trial basis and, in all cases, reserves the right to reevaluate accommodations if circumstances change or, in practice, the accommodations result in undue hardship on the Museum or, in the case of accommodations for a disability, give rise to demonstrated safety risks. Any affected Employee may consult with a Union representative about possible

accommodations. The Museum and the Union will respect the confidentiality of the affected Employee's medical information.

ARTICLE 4. UNION SECURITY

All employees subject to this Agreement who were eligible to vote in the July 14, 2022, representation election, and who are not members of the Union on the effective date of the provisions of this section, shall as a condition of employment, become and remain members in good standing of the Union within six (6) months of the effective date of this Agreement, or pay a service fee amounting to the financial core of such dues or fees which permit the Union to perform its functions as an exclusive representative. All other employees subject to this Agreement who are not members of the Union on the effective date of the provisions of this section and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this section shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable, or pay a service fee amounting to the financial core of such dues or fees which permit the Union to perform its functions as an exclusive representative. All employees subject to this Agreement who are members of the Union on the effective date of this agreement shall as a condition of employment continue their membership in the Union or pay a service fee amounting to the financial core of such dues or fees which permit the Union to perform its functions as an exclusive representative.

The Employer agrees to honor all lawful authorizations for payroll deduction of payments to the Union and to remit such payments promptly to the Union pursuant to such authorization. An employee's authorization for payroll deduction of payments to the Union shall be implemented in the pay period following the pay period in which the authorization is submitted to the Employer.

ARTICLE 5. UNION RIGHTS

- A. All business pertaining to this Agreement shall be transacted between the properly designated officers or agents of the Museum and duly elected and/or appointed officers and agents of the Union.
- B. The Museum shall notify the Union of the employment of new represented employees within ten (10) business days after the new employee's first day of employment.
- C. Upon an employee's change of employment status, the Museum shall within ten (10) business days furnish the Union with a copy of any documentation that covers

the dates of employment, resignation, termination, transfer or leave of absence of each bargaining unit employee.

D. Information Provided to the Union

1. The Museum shall provide the Union with a current list of bargaining unit members once per quarter at no cost to the Union and in electronic excel format. This list shall include the following for each member of the bargaining unit:

- Name
- Date of Hire
- Date of Birth
- Department
- Job Classification
- Pay Rate
- Health Benefit Designation (e.g., single coverage, single+ 2, family, etc., as applicable)
- Home Address
- Phone number (both home and cell)
- Personal and work Email
- Status as of the most recent pay period (and reason for leaving the unit, if applicable)
- Seniority
- Shift assignment (where applicable)
- Union membership, dues or fee deduction status
- Deductions for AFSCME PEOPLE
- Unique identifier

2. The Museum shall notify the Union at an address designated by the Union in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, layoffs, leaves, returns from leaves, suspensions, discharges, terminations, and temporary assignments, Notification of these items shall be given electronically.

E. The Union will provide the Museum with written notice of the names of all Union officers, Union representatives and all employee representatives, including Shop Stewards and Alternative Shop Stewards, within the Museum, their title and responsibilities and shall immediately notify the Museum in writing of any changes therein. Under terms of this Agreement, when any notification to the Union is required, the Museum will be entitled to rely on the accuracy of any current list of officers, representatives, and employee representatives until receipt of a revised list of any revisions thereof. Notification to either an AFSCME Union staff

representative, the BMA Union President, or the BMA Union Secretary shall be deemed to satisfy any notification requirements in this Agreement.

- F. The Museum recognizes the rights of the Union to designate six (6) Shop Steward(s), as well as three (3) Alternate Shop Steward(s) (collectively "Stewards") who will serve when the primary Steward is not available. An employee selected by the Union to act as Union Representative for the purpose of processing grievances under the Grievance Procedure set forth in Article 9 shall be known as a "Shop Steward." The steward shall be selected by the Union from among the employees in the bargaining unit; provided, however, that the Steward so selected shall be a regular full-time employee of the Museum and shall have completed the probationary period of employment.
- G. If it is necessary for a Steward to leave their job in order to represent the Union or an employee of the Museum in the administration of the Grievance Procedure, such representative shall notify their Supervisor that they need to leave work for that purpose, The employee shall not leave their work area and job until such permission has been granted. The Employer shall not unreasonably deny a steward time to perform their duties as part of this section.
- H. In the event any non-employee Union officer or representative desires to enter the non-public areas of the Museum's property for Union related business, such officer or representative shall provide 48 hours advance notice. Such visits will be scheduled so as to avoid interference with work and shall be limited to purposes of attending labor management meetings and conducting internal union business, such as, for example, investigating possible grievances or attending grievance meetings. The Museum will make reasonable efforts to accommodate such requests, giving due regard to the nature of the matter, safety and its own scheduling needs. Representatives who are not employees shall be subject to all the Museum's regulations applicable to non-employees and to such other reasonable regulations as the Museum may establish. Such visits shall not interfere with the work of any employee or the operation of the Museum.
- I. The Museum shall provide a posting or bulletin board space in the large breakroom/kitchen area for the Union to post materials and notices for its members. Only the Shop Steward, Union official, or Business Agent shall post on and maintain the Union bulletin board. The bulletin board space will not be used to post any notices that are unlawful or inaccurate of the Museum, the services it provides, management, or employees. Nor will the space be used to advocate for political candidates or causes.

- J. Union Stewards shall be allowed reasonable time off without charge to leave or pay during working hours to provide representation for employees in disciplinary matters, to investigate and process grievances or attend grievance meetings, or labor/management meetings.
- K. Members of the Union will be granted a combined bank of up to one-week paid leave per fiscal year for leaves of absence on Union business (employment directly and solely by the Union or its affiliate) as authorized by the Museum and the Union. Any member of the Union requiring such leave of absence shall request authorization from the Museum as soon as practicable but no later than 14 days prior to the first day leave is to start. This is separate from regular time for stewards to attend to steward business as described in Section J.
- L. 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 the Museum Outlook calendar for the scheduling of union related meetings
- M. Within thirty (30) days of the initial employment of an employee, the Union shall be provided with the name of the employee and his/her duty location, and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time, such scheduled meeting subject to Museum approval, to explain contractual rights and introduce new employees to the Union.
- N. The Museum will include in the packet of personnel and payroll forms provided to new employees, in the units covered by this Agreement, authorization for payroll deduction of union fee forms. Any Union materials that require the employee's signature shall be returned to the Union by the Museum upon completion.
- O. The Union shall be allowed to conduct up to three meetings at the work location to educate and update each employee in the unit covered by this Agreement for 30 minutes for each year covered by the term of the Agreement. Such meetings shall be for the purpose of informing employees of union membership programs and their rights and obligations under the Agreement. Employee attendance at such meetings shall be voluntary. While employees may attend more than one such meeting per year, only one meeting per employee per year will be without loss of pay for employee. The time and place of such presentation will be mutually agreed upon by the Union and the Museum.

ARTICLE 6. PEOPLE CHECK OFF

The Museum agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt from the Union of an individual written authorization for such deduction. The contribution amount will be certified to the Museum by the Union. Monies deducted shall be remitted to the Union either electronically or by hard copy check, at the Museum's discretion, within ten (10) days of the date they are deducted.

Payment shall be made to the Treasurer of AFSCME PEOPLE and transmitted to:

AFSCME, AFL-CIO
P.O. Box 65334 Washington, D.C. 20035-5334

The Museum will provide the Union an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who had Union dues deducted.

An employee shall have the right to revoke such authorization at any time by giving written notice to the Museum and the Union. The Museum's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

ARTICLE 7. LABOR MANAGEMENT COMMITTEE

The Museum and the Union agree to the establishment of a Labor/Management Committee that meets about issues of concern to the parties not pertaining to active grievances.

Section 1. Authority

While the labor/management committee may discuss and exchange ideas about any workplace issues, the committee does not 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 shall in its first meetings establish and define its agenda, role and procedures.

Section 2. Composition

The Committee shall be comprised of two Employees from the bargaining unit, plus the President or Vice-President and up to three non-bargaining unit members from the Museum. Employees shall be released with pay during work time to attend such meetings. Either party may bring additional individuals who have particular expertise or

can make presentations to the Committee on particular issues, subject to agreement by the other party, which shall not be unreasonably denied.

Section 3. Meetings

The labor/management committee should meet at least three (3) times per year. Additional meetings may be held with mutual agreement.

ARTICLE 8. PROBATIONARY PERIOD

Upon commencement of employment, all 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 the Museum carefully considers whether an Employee is able to meet the standards and expectations of the job. During this time, the Museum 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, ability to work cooperatively, 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 upon approval by the Union with a short statement regarding the reason for the probationary extension, which approval will not be unreasonably withheld. During the probationary period, Employees have no seniority rights and Employees may not apply for another position at the Museum. Upon completion of the probationary period, the Employee will be credited with seniority from their starting date. Probationary Employees may be discharged at the sole discretion of the Museum, with or without cause, and without recourse under this Agreement.

ARTICLE 9. DISCIPLINE AND DISCHARGE

Section 1. Just Cause

1. The right to discharge or discipline an Employee is at the sole discretion of the Museum, except that no discipline of any form shall be implemented without just cause.

Section 2. Progressive Discipline

1. The Museum relies heavily on non-disciplinary feedback to address performance and conduct situations in the moment and allow Employees the opportunity to rectify the situation and avoid the need for further coaching. Accordingly, the disciplinary steps below are serious measures designed to notify an Employee of the seriousness of performance deficiencies and/or misconduct and identify opportunities to correct. 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:

- a. Informal verbal warning (not included in personnel file)
- b. Verbal warning,
- c. Written warning,
- d. Suspension without pay, and
- e. Discharge

2. Beyond the discipline listed above, the Museum may also coach and otherwise provide feedback to Employees, including placing Employee on Performance Improvement Plans (PIPs) when appropriate. Further, the Museum agrees that it will provide such coaching/feedback after issuing an Employee a written warning.

Section 3. Manner of Discipline

1. If the Museum has reason to discipline an Employee, to the extent possible it shall be done in a manner that will not unnecessarily call attention to the employee in front of other Employees or the public.
2. A notice of any formal discipline, suspension or discharge will be given to an Employee and a copy will be sent to the Union within one calendar day of the issuance of the discipline.
3. Formal discipline shall be administered in private but may include other Supervisor(s) and a Union Representative. For administering discipline, the Museum will schedule a meeting and will notify the Employee of the meeting time and place. The Employee can request Union representation at the meeting, but such request may not unnecessarily delay the meeting.

Section 4. Suspension Pending Investigation

1. The Museum may place an Employee who is the subject of an investigation on an investigatory suspension, which may or may not be paid, at the Museum's discretion, and if the suspension is unpaid, and if it extends beyond five (5) work days, the remainder of the suspension will be paid. Employees will be allowed to utilize any available vacation, personal leave and/or floating holiday to cover some or all of any unpaid suspension. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Museum. The Union will be notified if the investigatory suspension is later converted to a disciplinary action by the Museum. 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.

Section 5. Appeal Procedures

1. 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.
2. 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 PROCEDURE

Section 1. Definitions

1. A grievance is defined to be any dispute or controversy between an Employee with the Museum, or between the Museum and the Union concerning the interpretation, or application of, or compliance with, any provision of this Agreement.
2. A grievant shall mean a person alleging that some violation, misinterpretation, or misapplication of an article or section of this Agreement or the Museum's rules and regulations has actually occurred.
3. Alternatively, if the alleged violation, misinterpretation, or misapplication affects more than one (1) Bargaining Unit Employee, then grievant may mean a group. A grievance alleged to be a "group" grievance shall have arisen out of similar or related circumstances affecting each Employee of said group.

Section 2. Rights

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

Section 3. Time Limitations

1. All time limits referred to in a grievance or arbitration procedure are to be expressed in calendar days.
2. Any grievance not answered by the Administration within the time limit in that Step shall be automatically appealed to the next step of the grievance procedure contained herein.

3. Time limits may be extended by mutual consent confirmed in writing; then the new date shall prevail.

Section 4. Steps in Grievance Procedure

1. 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 procedure. However, Employees are not required to seek an informal resolution to grievances before seeking a formal grievance defined as the following steps:
 - a. Step 1- The Union Steward with the aggrieved Employee shall discuss the grievance with the employee's immediate supervisor within twenty-one (21) calendar days from the date the employee knew or should have known of the events or conditions, which provide the basis for the grievance. The employee's immediate supervisor shall attempt to adjust the matter within ten (10) calendar days of the presentation of the grievance.
 - b. Step 2 - If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be filed on the grievance form with the Employee's next higher supervisor within ten (10) days following the completion of Step 1. The supervisor shall meet with and discuss the grievance with the Union Steward, the Union President or their designee and the aggrieved Employee within ten (10) calendar days of the written appeal. The supervisor shall provide an answer to the grievance in writing to the aggrieved Employee and Union President within ten (10) calendar days.
 - c. Step 3 - If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on the grievance 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. The Director of Human Resources, or their designee, shall provide an answer to the grievance in writing to the aggrieved Employee and Union President within ten (10) calendar days thereafter.

Section 5. Grievance Forms

1. Any grievance may be filed on the authorized form agreed to between the parties to this Agreement.

2. All written grievances must contain the following information to be considered:
 - Aggrieved Employee's name;
 - Aggrieved Employee's job classification/job title;
 - Aggrieved Employee's department;
 - Aggrieved Employees' immediate supervisor;
 - Date grievance is being filed in writing;
 - Date and time grievance occurred;
 - Where alleged violation giving rise to grievance occurred;
 - Description of alleged violation giving rise to the grievance;
 - Articles and sections of Agreement violated; and
 - Resolution requested.

3. The agreed-to grievance form shall be made available to the any Employee requesting such, either through their supervisor or Union representative. The form will be provided to the Museum by the Union.

ARTICLE 11. ARBITRATION

Section 1. Arbitration Procedure

Any grievance as defined in Section 1 of the Grievance Procedure Article that has been properly processed through the grievance procedure set forth in that Article 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 appeal to the Director of Human Resources. Said written notice shall set forth the specific provisions of this Agreement or of the Museum's rules and regulations 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.

Section 2. Arbitrator

Within ten (10) calendar days after service of the written notice of appeal specified in Section 1 of this Article, the party moving to arbitration shall 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, and they must have a primary office in the Maryland, District of Columbia

or Virginia area. Within ten (10) business days of receipt of the FMCS panel of arbitrators listing, the parties shall alternatively strike a name from the list until only one (1) name remains and that person shall be designated by the parties as the arbitrator. The party first to strike shall be the moving party who initiated the grievance. Either side has the right to reject one panel.

Section 3. Arbitrator Jurisdiction

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 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 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 Procedure Article shall be final and binding on the aggrieved employee or employees, the Museum and the Union.

Section 4. Arbitration Expenses

The arbitrator's fees shall be divided equally between 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 requires a transcript, the cost shall be shared by both parties. If either party desires a transcript, the requesting party shall be responsible for the cost.

ARTICLE 12. PERSONNEL RECORDS

1. Performance feedback and coaching regarding initial minor infractions, irregularities, or deficiencies shall first be brought to the attention of the Employee and, if corrected, shall not be entered into the Employee's personnel file.
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 shall be entered into the Employee's personnel file at the time of discipline.

- a. All disciplinary entries in the personnel file shall state the corrective action expected of the Employee.
3. Each Employee shall be furnished with a copy of all evaluative and disciplinary entries at the time they are entered into the personnel file and shall be entitled to have the Employee's written response included therein.
4. The Museum maintains a personnel file for each employee. Personnel files are the property of the Museum and access to this information is restricted. In order that employee personnel records contain accurate and up-to-date information, employees must promptly report any changes in name, address, phone number, personal email address, marital status, number of dependents or any information that affects employment records to Human Resources. Each employee must complete an employee information form annually to ensure that the Museum's files are current.
5. Changes that affect insurance benefits should be reported directly to Baltimore City Employee Benefits online.
6. Employees who would like to review their own personnel file can make an appointment, with reasonable notice, with Human Resources. A member of the Human Resources Department will be present at the time of review. Items may not be removed from files by the employee, and copies of the requested item(s) will be provided within five (5) business days. Employees may designate, in writing, a Union Representative, Steward, or fellow employee to request and receive access to their personnel files on the terms described above.

ARTICLE 13. WORK WEEK

Section 1. Work Hours

1. A regular work week for full-time hourly employees shall consist of thirty-five (35) paid hours per week, seven (7) paid hours/day.
2. A regular work week for full-time salaried employees generally will consist of thirty-five (35) hours per week, seven (7) paid hours/day, plus an unpaid one (1) hour lunch break per day.
3. All hourly Security Employees scheduled to work a seven (7) hour day shall receive the following breaks:
 - Paid 20-minute break in the afternoon (p.m.)
 - Unpaid 45-minute meal break

4. All other hourly and salaried Employees scheduled to work a seven (7) hour day shall receive the following breaks:
 - Paid 15-minute paid break in the morning (a.m.)
 - Paid 15-minute paid break in the afternoon (p.m.)
 - Unpaid 1 hour meal break
5. Employees who are scheduled to work less than a seven (7) hour day shall receive the following paid break(s):
 - 20-minute break, if scheduled to work four (4) hours or less
 - 45-minute meal break, if scheduled to work more than four (4) hours but less than seven (7) hours

Section 2. Flexible Work Schedule

1. A flexible work schedule is a discretionary action designed to assist the Museum in better utilizing human resources and to assist Employees in balancing work responsibilities and personal concerns.
2. Flexible work schedules may be established where service and productivity will not be adversely affected and where financial resources, staffing, and coverage permit. Requests for flexible work schedules will be considered on their own merits and individual circumstances. The Museum reserves the authority to deny such requests, however, such requests will not be unreasonably denied.
3. Full-time salaried, exempt and non-exempt Employees shall be eligible to be considered for a flexible work schedule. Department Heads/supervisors are encouraged to provide maximum flexibility for their Employees. Hourly employees are not eligible for such schedules.
4. Prior to an Employee beginning a flexible work schedule a Flexible Schedule Approval Form must be executed by the Employee, their Supervisor, and Department or Division Head. A 30-day trial period will be imposed for new flexible work schedules.
5. In situations where the flexible work schedule option is found to be unsuccessful, the Supervisor or the Employee must provide at least two weeks' notice that the flexible work schedule in place will be discontinued. Prior to the discontinuation of a flexible work schedule, the Employer must provide coaching to the Employee over the two-week period prior to notification of discontinuance. Should the flexible work arrangement be discontinued, an employee may request to revisit twelve months after the discontinuation date.
6. Flexible Work Schedule options shall include the following:

- a. **Alternative Work Schedule:** This option provides an opportunity for an Employee to continue in a full-time position, but under a non-traditional schedule. For example, an Employee may opt to work from 8AM-4PM instead of the traditional 9AM-5PM schedule.
- b. **Compressed Work Week:** This option provides an opportunity to work a full thirty-five (35) hour work week in four days. Compressed work weeks maintain the same overall number of hours required of a full-time salaried Employee but are compressed into fewer days. In no instance will a compressed work week be shorter than four business days.
- c. **Remote Work:** Remote work can be informal, such as working from home for a short-term project or on the road during museum travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest remote work as a possible work arrangement. This option provides an opportunity for an Employee to work from a remote location as operating needs apply and whether in-person work is required for them to perform the essential duties of their job. Remote work policies shall be applied equitably within a Department. When remote work days follow a regularized schedule, an Employee may request from their Supervisor changes to their remote work schedules to accommodate necessary in-person work. If an Employee is required to report to their worksite on one of their scheduled remote work days, they may return to their remote work location upon conclusion of their in-person commitment at the worksite.
 - i. **Equipment:** On a case-by-case basis, the BMA will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, and other office equipment) for each remote work arrangement. The human resources and information technology departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The BMA accepts no responsibility for damage or repairs to employee-owned equipment. The BMA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for museum purposes only. The employee must sign an inventory of all BMA property received and

agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Museum property will be returned to the Museum, unless other arrangements have been made.

The BMA will supply the employee with appropriate office supplies as deemed necessary. The Museum will also reimburse the employee for museum-related expenses that are reasonably incurred in carrying out the employee's job. Whenever possible, these costs should be approved in advance. The BMA will not reimburse the employee for Wi-Fi or internet connection expenses.

The employee will establish an appropriate work environment within their home for work purposes. The BMA will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

- ii. Security: Consistent with the BMA's expectations of information security for employees working at the office, remote work employees will be expected to ensure the protection of proprietary BMA information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and environment.
- iii. Safety: Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties are normally covered by BMA's workers' compensation policy. Remote work employees are responsible for notifying the BMA of such injuries as soon as possible. The employee is liable for any injuries sustained by visitors to their home worksite.

Remote work is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting museum demands.

- iv. Time Worked: Remote work employees who are not exempt from the overtime requirements of the FLSA will be required to accurately record all hours worked using the BMA's timekeeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the remote worker's supervisor.
- v. Ad Hoc Arrangements: Temporary remote work arrangements may be approved for circumstances such as inclement weather, special projects or museum travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the museum and with the consent of the employee's health care provider, if appropriate.

All informal remote work arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

Section 3.Shifts and Scheduling

1. For hourly, non-exempt Employees, shift selection is based on position seniority provided the employee with the most seniority has the necessary skills and ability to perform the position without additional training other than basic job orientation. Employees have the option to change shifts only when an opening becomes available. Employees in the active disciplinary process are not eligible to change shifts.
2. For hourly non-exempt Employees, requests for vacation leave for five (5) or more days must be submitted at least fourteen (14) days in advance of the requested time off. Schedules shall be posted at least seven (7) days in advance. 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 not schedule an Employee for additional shifts without the Employee's approval. Further, if the Museum cancels an Employee's shift with less than seven (7) days' notice without offering an Employee a different shift within that pay period, the Museum will pay the employee for the canceled shift at their base hourly rate.
3. Hourly, non-exempt Employees should usually have a minimum of 10 hours off between shifts. Should an Employee be required or voluntarily choose to work with less than 10 hours off between shifts, they shall receive overtime pay at 1 ½ their

regular hourly rate for the difference in hours between 10 hours and the number of hours between their shifts.

Section 4. Overtime

1. Employees classified as hourly, non-exempt or salaried, non-exempt are eligible for overtime compensation. Salaried, exempt Employees are not eligible for overtime compensation.
2. Overtime for hourly non-exempt Employees shall be defined as hours worked in excess of thirty-five (35) hours per week, inclusive of paid breaks. Overtime for salaried, non-exempt Employees shall be defined as hours worked in excess of forty (40) hours per week, inclusive of paid breaks.
3. Hourly, non-exempt Employees who are scheduled to work overtime shall be eligible for the following paid break(s) during their overtime shift:
 - 45-minute break
4. Overtime shall be paid to eligible Employees at a rate 1 ½ times their regular hourly rate.
5. Overtime shall be paid for all work performed by eligible hourly, non-exempt Employees in excess of twelve (12) consecutive hours at the rate of two (2) times their regular hourly rate.
6. Overtime will not be used as a means of reducing staff or eliminating a shift. Non-scheduled overtime for hourly non-exempt Employees shall be offered in the following sequence:
 - a. A separate voluntary rotating overtime list, based on position seniority among all hourly, non-exempt Employees within a department, 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 5. Compensatory Time

1. 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: BMA events, dinners, special and educational programming, donor visits, courier trips, other BMA sponsored and required events. All compensatory time must be used within two weeks of the event(s) and must be approved by the department head.
2. Employees classified as salaried, non-exempt shall be eligible for compensatory time off of up to five (5) hours/week in the event that they are required to work outside of their normal 35-hour schedule, and more specifically, between hours 35-40, for the following: BMA events, dinners, special and educational programming, donor visits, courier trips, other BMA sponsored and required events. All compensatory time must be used within two weeks of the event(s) and must be approved by the department head.

ARTICLE 14. SENIORITY

Section 1. Definition

Seniority shall be defined as an employee's length of continuous service as an employee with the Museum.

1. Employees on leave of absence shall continue to accrue Bargaining Unit seniority during leaves of absence up to six months.
2. If there is a separation from employment for any reason other than a discharge for just cause a regular full-time or part-time Employee will maintain their Museum Seniority if they return to the Museum within 60 days following separation from employment. Temporary Employees will maintain their Museum Seniority for 6 months following separation. This provision will only apply for one such separation.
3. In instances where Museum 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.

Section 2. Filling of Vacancies

1. 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:
 - a. Any notice of vacancy shall be posted on the Museum's bulletin board 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 and shall remain posted on the bulletin board for at

least two (2) weeks. Simultaneously, a copy of the notice of vacancy shall be sent to the President and Secretary of the Union.

- b. Any person in the employ of the Museum may apply for the posted vacancy. They will be interviewed before the vacancy is filled.
 - i. Applicants in direct line of promotion in the same Department shall be given first consideration in filling the vacancy, and applicants in direct line of promotion from other Departments shall be given next consideration.
 - ii. In the event that no qualified Employees are found within the Department in which the vacant position exists, then Employees in other Department shall be given next consideration.
- c. The Museum reserves the right to advertise for the position after the expiration of two (2) weeks following the day on which the above notice is posted.
- d. If two (2) or more applicants are qualified based on ability, experience, record of attendance, and suitability for the position, preference shall be given to the application having the greater seniority in the Museum.
- e. Employees must have been employed by the Museum for six (6) months prior to consideration and must not have any progressive discipline at the level of a suspension on file for the previous six (6) months.
- f. Employees placed in an acting supervisory capacity by management for one week or more shall receive the pay of the higher title retroactive to the date of assignment. Assignment of such supervisory duties shall be made in writing.
- g. Any Bargaining Unit member denied promotion to another Bargaining Unit position should be provided in writing with the reasons for said denial.

2. Promoted employees will receive a 30-day trial period during which they can choose to return to their prior position or a substantially equivalent position. The Museum may start the process to fill a vacancy (e.g., posting, interviews, etc.) prior to the end of the thirty (30) day trial period.

Section 3. Promotion

1. Bargaining unit members are encouraged to apply for any posted positions they qualify for and are interested in. Bargaining unit applicants will not be discriminated against or treated differently than all other applicants for such promotional positions. This is not intended in any way to diminish the Museum's right to hire or not hire employees at its sole discretion.

Section 4. Application of Seniority

A. Layoffs and Furloughs

1. The Museum will make every effort to avoid layoffs and furloughs.
2. The Museum will consider alternatives to layoffs and furloughs.

3. If the Museum ultimately decides to lay off:
 - a. The Union shall be given a minimum of twenty-one (21) calendar days' notice before any layoffs. Upon the Union's request, the Museum must meet with the Union to bargain over the effects of the layoffs.
 - b. Where the Museum has determined to lay off in a job classification that has more than one Employee, the Museum will offer voluntary layoff to all Employees employed in that classification and select the volunteer(s) in order of Museum Seniority (most senior to least).
 - c. If there are still positions to lay off after volunteers, then layoffs in any job classification that has more than one Employee will occur in inverse order of Museum Seniority within the classification, providing the remaining employees have the necessary skills and ability to perform the available work without additional training other than the basic job orientation.
4. If a layoff is shorter than ninety (90) days, retirement, seniority, vacation and sick time accrual rate will be reinstated without disruption upon their return.

Section 5. Recall

When filling open positions that have been vacated due to a layoff, laid off Employees will be offered the open positions within their job classification prior to new applicants in accordance with the following. Laid-off Employees will be put on a recall list for twelve (12) months and Employees shall be able to opt out. Laid off Employees must maintain current contact information on file with Human Resources and must accept or reject any offer of recall within two (2) calendar weeks 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 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.

Section 6. Reduction of Hours

In certain situations, a reduction in hours may be required for some staff due to seasonal fluctuations. In these cases, staff in the impacted job classification will be solicited for voluntary reduced hours first. If not enough volunteers for reduced hours are received, the reductions will be imposed in order of reverse seniority within the impacted job classifications.

Section 7. Accrual of Seniority/Loss of Seniority

Employees shall accrue seniority from date of last hire of employment with the Museum. Seniority shall continue to accrue during periods of authorized leave of absence of up to

six (6) months, but no seniority shall accrue while the employee is on official layoff except as provided in Section 1, #2 above.

An employee shall lose their seniority for any of the following reasons:

1. If the employee leaves, quits, or is discharged for cause;
2. If the employee fails to return to work after the period of authorized leave of absence;
3. If the employee has been laid off and fails to respond within seven (7) calendar days after being notified to be recalled for work; provided that if their failure to report for work is based upon reasons satisfactory to the Museum, they shall lose their seniority only as to the specific vacancy for which such employee failed to report;
4. If the employee is laid off in excess of twelve (12) months.

Section 8. Seniority Lists

The Museum shall post seniority lists at twelve (12) month intervals from the effective date of the Agreement. The Union shall be provided with a copy of each list. The lists shall include each employee's name, classification and hire date.

Any employee who believes an error exists in the posted seniority list shall bring the problem to the attention of the Museum and seek correction. Any employee who has a question concerning their place on the seniority list can ask Human Resources for clarification.

Section 9. Transfers Into Bargaining Unit

An employee who has worked for the Museum in a position not covered by this Agreement and who is transferred into a position covered by the Agreement shall retain their seniority when transferred.

Section 10. Notice of Layoffs

To the extent required by the Federal Worker Adjustment and Retraining Notification Act ("WARN Act"), the Museum will provide written notice to the Union and affected employees at least 60 days in advance of any mass layoff (as defined by the WARN Act). If notice is required by the WARN Act and the Museum fails to give at least sixty (60) days' notice, then the Museum shall pay each employee for an amount equal to back pay and benefits equal to the number of days when the required notice was not given (i.e., if the Museum noticed only 55 days in advance of the mass layoff, then all affected employees would be owed 5 days of back pay and benefits).

Section 11. Bargaining Obligation

1. When a position covered by this Agreement is eliminated for reasons of promotion, reclassification, reorganization, layoff, furlough, or cutback, the Museum shall notify the Union and, upon request, the Museum will negotiate over impact on remaining employees in the classification or department, where applicable.

2. 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 five (5) calendar days.
3. If the Museum establishes new job classes within the Bargaining Unit, the Museum will give the Union notice and the opportunity to negotiate on wages. However, it is understood that all other terms and conditions of this Agreement will apply.
4. 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.

Section 12. Severance Pay

In the event of a layoff, the parties will meet for the purpose of “effects bargaining” that may or may not result in severance pay to laid off employees.

ARTICLE 15. VACATION AND PERSONAL LEAVE

Section 1. Vacation Leave

1. All regular full-time employees are eligible to accrue vacation time based on continuous months of active service (not including leaves of absence of more than 30 days, furlough periods or other inactive periods) starting with their hire date as follows:

Completed Months of Service	Accrual in July	Accrual in January	Total Annual Hours Earned
0-36	70 hours	70 hours	140 hours
36 + 1 day - 72	77 hours	77 hours	154 hours
72 + 1 day-120	84 hours	84 hours	168 hours
120 +1 day & above	87.5 hours	87.5 hours	175 hours

2. All regular part-time employees, working at least 28 hours per week shall earn vacation days on a sliding scale based on months of service (not including leaves of absence of more than 30 days, furlough periods or other inactive periods) starting with their hire date as follows:

Completed Months of Service	Accrual in July	Accrual in January	Total Annual Hours Earned
0-36	56 hours	56 hours	112 hours
36 + 1 day - 72	59.5 hours	59.5 hours	119 hours
72 + 1 day - 120	63 hours	63 hours	126 hours
120 + 1 day & above	70 hours	70 hours	140 hours

3. Regular part-time employees working less than 28 hours per week shall accrue vacation time at a rate per pay period based on their hours worked per week. Vacation accruals shall be calculated in the following manner:

- *Vacation Accrual Per Pay Period = Hours Worked Per Week x Multiplier*
- *Annual Vacation Hours Earned = Vacation Accrual Per Pay Period x 26 (# of pay periods)*

Vacation Accrual Multipliers				
	Completed Months of Service			
	0	36 + 1 day - 72	72 + 1 day - 120	120 + 1 day & above
Multiplier	0.1538	0.163	0.173	0.192

4. All vacation leave must be approved or denied within three (3) calendar days of the request. Vacation leave shall not be unreasonably denied, and Supervisory personnel shall make every reasonable effort to allow employees to make use of their available vacation leave.
5. Vacation may be taken in 30-minute increments from 30 minutes to a whole day (7 hours).
6. Employees may carry over 70 hours of vacation time for 180 days into the new fiscal year to be used by December 31.
7. Upon a layoff implemented by the Museum, or at least two weeks advance notice of resignation or retirement by an employee, employee(s) shall receive a lump sum payment for all unused accrued current year vacation leave. No such payment will be made for employees terminated with cause. Carryover balances are not paid upon separation of employment for any reason.

Section 2. Personal Leave

1. All regular Employees are entitled to three (3) days of personal leave per year. Part-time employees, working at least 28 hours per week, shall earn personal leave on a sliding scale based on hire date.
2. Personal days may be taken at any time during the fiscal year in which they are accrued in periods of not less than one-half hour (30 minutes), subject to the approval of the Supervisor.
3. Supervisors shall make every reasonable effort to allow employees to make use of personal days as the employee sees fit, it being understood that the purpose of such leave is to permit the employee to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay.
4. Personal days cannot be carried over from year to year. Unused personal leave is not paid upon separation of employment for any reason.

Section 3. Birthday Leave

1. All regular full-time and part-time Employees shall receive their birthday off. If an Employee is unable to take their birthday off or if it falls on a non-scheduled workday, it may be taken on another day within the same pay period.
2. Birthday leave shall not be unreasonably denied, and Supervisory personnel shall make every reasonable effort to allow employees to make use of their birthday leave.
3. Birthday leave cannot be carried over from year to year. Unused birthday leave is not paid upon separation of employment for any reason.

ARTICLE 16. HOLIDAYS

Section 1. Celebrated Holidays

1. 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 People's Day
 - Thanksgiving Day
 - Christmas Day
2. Full-time Employees and Part-time employees who work at least 28 hours/week shall receive (7) hours of holiday pay. Part-time employees who work less than 28 hours/week are not eligible for holiday pay.
 3. If the holiday falls on a Saturday, the holiday will be observed the Friday before for administrative offices and on the actual day for front-of-house staff. If it falls on Sunday, it will be observed on the actual day for the front-of-house staff and will be observed on the Monday after the holiday for administrative offices.
 4. If a paid holiday(s) occurs when an employee is on vacation leave, the employee shall not be charged vacation leave for the holiday(s)

Section 2. Floating Holidays

1. All regular full-time employees and part-time employees who work at least 28 hours/week are entitled to two (2) floating holidays per year. Part-time employees who work less than 28 hours/week are not eligible for floating holidays.
2. Floating holidays may be taken at any time during the fiscal year in which they are accrued in periods of not less than one-half hour (30 minutes), subject to the approval of the Supervisor.
3. Supervisors shall make every reasonable effort to allow employees to make use of floating holidays as the employee sees fit.
4. Floating holidays cannot be carried over from year to year.

ARTICLE 17. SICK LEAVE AND LEAVES OF ABSENCE

Section 1. Sick leave

1. Eligible Employees working in Maryland are entitled to Earned Sick and Safe leave (SSL) pursuant to the Maryland Healthy Working Families Act (MHWFA).
2. The Museum shall maintain a sick leave policy that is, at minimum, consistent with MHWFA and any other applicable Maryland laws. The law(s) is not subject to grievance or arbitration, but the interpretation or administration of this provision will allow a grievance.

3. Eligibility -Eligible employees are those who regularly work 12 or more hours a week.
4. Earning- An employee earns SSL under this policy from the date of hire. SSL is earned on a fiscal year basis.
5. Accrual-An employee accrues sick and safe leave at a rate of 3.23 hours per pay period (35 hours/week) equal to 12 days per year.
6. Notice - If the need for SSL is foreseeable, the employee must provide 7 days' advance notice. If the need for SSL is unforeseeable, the employee must provide notice as soon as practicable, and should comply with the Museum's notice requirements for absences, unless it is not possible due to the circumstances giving rise to the need for leave.
7. Eligible Uses -SSL can be used for all eligible reasons established under MHWFA. SSL may be taken in 30-minute increments.
8. Unused, earned SSL will carryover at the end of each year. There shall be no annual accrual cap or limit on how much accrued SSL leave an employee can use in one year.
9. SSL will not be paid out upon termination of employment.

Section 2. Bereavement Leave

Bereavement leave is granted per the chart below, provided the time off is taken during the period between the day of death and the day following burial, both inclusive, or if applicable, the date of a Memorial Service or Celebration of Life. If additional time off is required, employees may use any available accrued paid leave, excluding sick leave.

Compensation will be based on the number of hours an employee usually would be scheduled to work on the days the employee is absent. When the death occurs during a time when an employee is not working due to scheduled days off, holiday, injury, or layoff, no payment will be made for bereavement leave during that time period. The Museum reserves the right to request verification of the relationship to the employee, the death.

Days in excess of the number of days listed in the below chart may be taken as personal, vacation time, or as unpaid leave if approved by a Supervisor.

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, aunt, uncle, first cousin, niece, nephew, grandparent or grandchild of Employee or spouse	4 days
Spouse of Members of Employee's Immediate Family Son-in-law, daughter-in-law, brother-in-law, sister-in-law	4 days
Immediate Family of Spouse Brother, sister, parents or child of Employee's spouse	4 days
Other close relations great grandparent, grandnephew, grandniece, great aunt, great uncle, ex-spouse	2 days
Other causes for excused time Funeral of fellow coworker, friend	1 day

Section 3. Parental Leave

1. All Employees are eligible for paid parental leave if they meet one of the following criteria:
 - a. Have given birth to a child.
 - b. Be a coparent of a person who has given birth to a child.
 - c. Have adopted a child or been placed with a foster child (child must be 17 years old or younger).
2. The amount, time frame and duration of parental leave shall be as follows:
 - a. Eligible Employees will receive a maximum of 6 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 6-week total amount of parental leave granted for that event.
 - b. All 6 weeks of parental leave will be compensated at 100 percent of the Employee's straight time rate of pay for the number of hours they are regularly scheduled to work per week.

- c. Any parental leave will run concurrently with any applicable state and local leave and/or benefit laws, including any applicable state paid parental leave benefit. In addition, parental leave will run concurrently with Short-Term or Long-Term Disability benefits for employees who are eligible for such benefits. Parental leave will make up the difference between any available paid benefit for which the employee is eligible and 100% base salary during the specified parental leave period. In no event will an employee be eligible to receive more than 100% of their base salary for any period.
 - d. Approved parental leave may be taken at any time immediately preceding or during the 12-month period immediately following the birth, adoption or placement of a child with the Employee and will run concurrently with FMLA leave. Parental leave may not be used or extended beyond this 12-month time frame. Any unused parental leave will be forfeited at the end of the 12-month time frame.
3. Upon termination of employment, Employees will not be paid for any unused parental leave for which they were eligible.

Section 4. Family and Medical Leave

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 and will run concurrently with FMLA leave. The law(s) is not subject to grievance or arbitration, but the interpretation or administration of this provision will allow a grievance.

Section 5. Leaves of Absence Without Pay

Employees who have been employed for at least one year and for at least 1,250 hours during the preceding twelve-month period may be eligible to take extended time off from work for personal reasons. Depending upon all of the circumstances, including but not limited to the Museum's needs, the employee's overall work performance, and the reason for requesting time off, unpaid leaves of absence for limited periods may be granted, at the Museum's discretion. If the Museum denies an employee's request for an unpaid leave of absence, the Museum shall provide the employee with a written explanation of the denial.

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 Head 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 date of the requested leave and the circumstances that prompted the request. An approved leave of absence will not be extended beyond the date of the initial written request without a subsequent written request and approval. An employee must exhaust all vacation, personal, and floating holiday time before going into unpaid status.

If an employee receives approval for a leave of absence without pay for thirty calendar days or less, the employee will be able to return to their former position. The employee must return to work on the date specified; failure to do so is considered an absence. Failure to return within two consecutive workdays of the date specified without good cause and without notifying the Museum is cause for termination. An employee who is on leave of absence of thirty calendar days or less is not entitled to the accrual of leave or service but will not lose any employment benefits that occurred before leave was taken.

If an employee was granted a leave of absence without pay for more than thirty calendar days, the Museum has no obligation to hold the position vacant (except under conditions of the Family and Medical Leave Act, the Americans with Disabilities Act, or similar state laws). The employee must notify the Museum in writing within ten calendar days following the end of the leave of the employee's availability to return to work. Failure to submit written notification within the required period is considered a resignation. The employee does not accumulate leave or service while on an unpaid leave of more than thirty calendar days. However, if the employee is reinstated within ten days of the end of such leave, the employee will be credited with his or her prior service and any unused leave the employee may have accrued prior to the unpaid leave.

If an employee is on a leave of absence without pay, the employee may retain his or her membership in his or her health plan by paying the full cost of the group premium. An employee is not entitled to any other health benefits while on an unpaid leave.

ARTICLE 18. JOB CLASSIFICATION AND COMPENSATION

Section 1. Job Classifications

The job classifications covered by this Agreement and their respective hourly rate or salary during the term of this Agreement are set forth in Appendix A. There shall be two groups of Employees for purposes of determining status and associated pay.

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

Employees initially shall be placed in steps in their respective wage/salary grades directly corresponding to their completed years of service at the Museum as of January 1, 2024, based on the four-step Wage Scale Placement table below or at the step which provides at least a three- and one-half percent (3.5%) wage increase over current wages, whichever is higher. Any employee whose current salary or wage rate is such that no placement on the associated pay scale equals at least a three- and one-half percent (3.5%) pay increase will receive a three- and one-half percent (3.5%) increase to their current salary or wage rate.

Wage Scale Placement	
Months of Service	Step
0 – 36	1
36 + 1 day – 72	2
72 + 1 day – 120	3
120 + 1 day & above	4

Section 2. Wage and Salary Adjustments

1. **Step Increase:** On the anniversary date of their date of hire, beginning on July 1, 2024, Employees shall be placed on the next higher step in their current wage/salary grade (e.g., move from Step 1 to Step 2; Step 2 to Step 3, etc.) after the following years of completed service:
 - a. Three (3) years of service (36 months + 1 day)
 - b. Six (6) years of service (72 months + 1 day)
 - c. Ten (10) years of service (120 months + 1 day)

2. **Annual Wage Adjustments/Retroactive Pay:** 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, 2024. Any Employee whose wage or salary is off scale as described in Section 1 above shall receive their 3.5% wage increase retroactive to January 1, 2024.

Annual wage increases are set forth in Appendix A and summarized below.

- a. Group 1 Employees covered by this Agreement shall receive the following general wage increases on the following dates:
 - i. **Grade A**
 1. July 1, 2024 – \$0.35 per hour
 2. July 1, 2025 – \$1.15 per hour
 3. July 1, 2026 – \$1.45 per hour
 - ii. **Grade B** - The wages for Grade B, Step 1 shall be 12% more than the wages for Grade A, Step 1.
 - i. Each vertical step (based on tenure) throughout the Group 1 pay scale shall equal a \$0.35 per hour wage increase over and above the prior step.

b. Group 2 Employees covered by this Agreement shall receive the following general salary increases on the following dates:

- i. July 1, 2024 – 2.5%
- ii. July 1, 2025 – 3.5%
- iii. July 1, 2026 – 4.25%
- iv. For fiscal year 2024, for Group 2 Grades A, B, and C, each vertical step (based on tenure) shall equal a \$800 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 i, ii, and iii above.
- v. For fiscal year 2024, for Group 2 Grades D, E, and F, each vertical step (based on tenure) shall equal a \$950 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 i, ii, and iii above.

ARTICLE 19. ATTENDANCE

It is recognized that unexcused absences will occur. It is also recognized that from time to time an Employee may be late for work.

This policy is designed to define and prohibit the excessive or habitual occurrence of unexcused absences and excessive or habitual tardiness, and the progressive penalties for continued excessive or habitual occurrence of unexcused absences and continued excessive or habitual tardiness.

Section 1. Guidelines

1. Absence: Absence is defined as the failure of an Employee to report for work when the Employee is scheduled to work. When an Employee is absent for their scheduled shift it will count as one (1) Occurrence unless the absence is one of the Exceptions set forth in Section 3 below. Consecutive days of absence for the same reason will count as one (1) occurrence.
2. Tardy: Tardy is defined as the failure of a non-exempt Employee to report to work for five (5) minutes after the beginning of their scheduled shift. An Employee who reports to work within this five (5) minute grace period will not be considered tardy and will not lose pay for such time. In the event of inclement weather, Employees who are required to report to work, per Article 24, Inclement Weather of the CBA, shall be granted a thirty (30) minute unpaid grace period during which time to report to work without penalty. Each tardy will count as 0.50 (half) occurrence unless the absence is one of the Exceptions set forth in Section 3 below.
3. No Call/No Show: No call/No show occurs when an Employee fails to notify their supervisor and does not report to work as scheduled. This may result in corrective

action up to and including termination following investigation of the situation. Absent extenuating circumstances, failure to report to work for two (2) consecutive scheduled days without contacting the supervisor is considered a voluntary resignation.

4. Mitigating Circumstances:

- a. In situations where it is determined by the supervisor that the Employee's tardiness or absence was due to circumstances beyond the Employee's control and was unexpected and unanticipated and appropriate documentation is submitted, the Employee may not be charged with an occurrence and no disciplinary action shall be taken. Likewise, Employees may be allowed to charge the tardy or absence to accumulated leave rather than Leave Without Pay (LWOP).
- b. If the circumstances do not warrant accepting the excuse, it shall be counted as an occurrence of tardiness or absence and appropriate action shall be taken.
- c. A file shall be kept that includes documentation for situations associated with mitigating circumstances. The Museum shall review the documentation periodically to ensure consistency.

Section 2. Notification

1. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule.
2. Employees are responsible for notifying their supervisor when they will be absent and/or tardy. Employees must notify their supervisor as far as possible in advance, ideally within 2 hours of their scheduled start time. If their supervisor is not available, Employees must call the Human Resources Department. This procedure applies when Employees are going to be absent or tardy. Employees must provide a reason for their absence or tardiness. If Employees are not physically able to call their supervisor or the Human Resources Department, they must have someone else call for them.

Section 3. Exceptions

1. Time away from work for the following reasons will not count as an occurrence:
 - a. Approved Family and/or medical leaves of absence (FMLA).
 - b. Scheduled use of the following paid leave: vacation, personal, floating holiday or birthday time off.
 - c. Sick leave in accordance with Article 17, Section 1.
 - d. Military leave.
 - e. Leave for Jury Duty with appropriate attendance documentation.
 - f. Bereavement leave.

g. Approved Unpaid leave.

Section 4. Corrective Action

1. Three (3) or more occurrences in a rolling six-month calendar measured backward will result in the corrective action below that coincides with the number of occurrences. Absences will be counted as 1 (one) occurrence and tardiness will be counted as .5 (half) an occurrence. Occurrences shall fall off six months from the date of the occurrence.

Corrective Action for Occurrences	
Occurrences	Corrective Action
3	Counseling (Informal)
5	Verbal Warning
7	Written Warning
9	Maximum 3-Day Suspension with final warning
10	Termination

ARTICLE 20. INSURANCE AND BENEFITS

Section 1. Health Benefits

1. The Museum shall provide/offer health insurance and other plan benefits for all regular Employees with a workweek of 28 hours or more, who are classified as part-time or full-time. Currently, the City of Baltimore Department of Human Resources offers Museum Employees several health insurance and other health benefit plans to choose from.
2. In the event that the City of Baltimore Department of Human Resources ceases to offer Museum Employees health insurance and other health benefits plans, the Museum agrees to meet with the Union to negotiate the employee share of the cost and coverage of new health insurance and other health benefit plans. Provided the City provides such advance notice, the Museum will provide at least 30 days advance notice to the Union if there are to be any changes in health benefit coverage.

Section 2. Defined Benefit Plan

1. The term “Employee” as used in this section is defined as an Employee of the Museum hired before July 1, 2014.

2. 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”).
3. 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. 403(b) Employee Retirement Savings Plan

1. The Museum offers a 403 (b) Employee Retirement Savings Account. All Employees are eligible to participate with pre-tax dollars, through payroll deductions. Employees shall be eligible to participate in this plan after they have completed their first pay cycle.
2. Effective 7/1/23, the Museum will match up to a maximum of 3.5% of an Employee’s gross pay for each \$1.00 voluntarily contributed by the Employee, up to a cap of \$3,500.

Effective 7/1/24, the Museum will match up to a maximum of 3.5% of an Employee’s gross pay for each \$1.00 voluntarily contributed by the Employee, up to a cap of \$3,500.

Effective 7/1/25, the Museum will match up to a maximum of 4% of an Employee’s gross pay for each \$1.00 voluntarily contributed by the Employee, up to a cap of \$4,000.

Effective 7/1/26, the Museum will match up to a maximum of 4.5% of an Employee’s gross pay for each \$1.00 voluntarily contributed by the Employee, up to a cap of \$4,500.
3. The Employer match will be calculated and paid after the conclusion of the plan year. All employees eligible, under the plan, for the Employer match will receive the match regardless of whether they remain employed as of the date of the conclusion of the plan year.
4. Any change in vendor administration will be shared with the Union in advance.

Section 4. Employee Parking

1. Employees with special needs, such as American with Disabilities Act (ADA) needs and/or confirmed medical necessity, shall have reserved parking in the staff lot or the west lot. Employees with special needs shall not be charged a fee for parking.
2. Employees may utilize parking spaces in the small west lot and the east lot on Monday and Tuesday. From Wednesday to Friday, after 5:00 p.m. and all day Saturday and Sunday, Employees may relocate their vehicles to the staff lot.
3. The Connector will be available to Employees on a first-come, first-serve basis Monday through Friday. Employees must have a valid BMA parking sticker affixed on the driver side rear bumper.
4. Employees may request security escorts to and from the parking lot. Requests for a security escort shall not be unreasonably denied.

ARTICLE 21. HEALTH AND SAFETY

Section 1. Working Facilities

1. The Museum agrees to provide for all Employees safe working facilities. Employees shall report any hazardous, violent or unsafe working condition promptly to their immediate supervisor. Supervisors will notify the appropriate level of Department Management so that correction appropriate action may be taken.
2. The Museum will attempt to correct or eliminate unsafe conditions or threats of violence against employees.
3. The Museum will notify the Union of any incidents at the Museum's facilities that may impact the safety, security and health of Employees as soon as possible but in no event later than 24 hours of becoming aware of such incident.
4. In the event of exposure or an outbreak of any communicable disease in the Museum, the Museum agrees to notify the Union of the nature of exposure or outbreak as well as what measures are being taken to address the situation. In that regard, the Museum will consider the latest Center for Disease Control (CDC) guidelines or recommendations of other nationally recognized health organizations on prevention and treatment of exposures to transmittable diseases.

5. No employee shall be required to work with unsafe equipment or in unsafe conditions that would be hazardous to them or to their coworkers and/or a visitor's health and safety. Employees who believe equipment or work practices and procedures are unsafe or hazardous to their health and safety or to their coworkers and/or a visitor's health and safety shall report such equipment or unsafe practice or procedure to their immediate supervisor. Employer will assess the potentially dangerous equipment or work practice or procedure. If after assessment by the Employer the employee's concern is substantiated, the employee will be issued new equipment or the work practice or procedure will be modified to improve its safety compliance, after consultation between Employer and affected employee(s). No employee will be subject to corrective action for properly reporting, in good faith, a valid health or safety problem to the Employer.
6. There shall be a Museum Safety Committee established, consisting of three (3) non-bargaining unit members from the Museum and three (3) Union (bargaining unit) representatives whose function shall be to discuss working conditions in the Museum relating to safety and health and to make recommendations to the Museum Director. The Committee shall meet three (3) times per year. The Union's Committee members shall be released from their usual job duties, and they shall be permitted to attend the committee's meeting without loss of pay.

Section 2. Emergency and Security Protocols

1. Within one month of date of hire and at least one 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 3. Work Related Injury or Illness

1. All Employees are covered by Workers' Compensation for injuries or illnesses sustained in the course of their employment.
2. Any injury or illness an Employee suffers while on duty must be reported to their Supervisor as soon as reasonably possible. Claims of injury or illness shall be reported by the Museum to the Workers' Compensation carrier.
3. When it has been determined that an Employee's injury or illness was incurred while on duty, the Employee shall be made whole for any sick leave or other benefits which may have been charged against them or which they may have lost during the pendency of the determination.
4. In the case of injuries or illnesses causing temporary disability and for absences of three days or less, the Museum shall pay an Employee's regular salary for such

- period since payments are not made under Workers' Compensation for such accidents.
5. Employee's sick leave shall not be charged for absences during any payroll period wherein the Employee receives a Workers' Compensation benefit.
 6. Employees shall continue to be enrolled in health insurance and other health benefit plans beginning from the time of initial payment of Workers' Compensation and ending no later than twenty-four (24) months thereafter provided the applicable benefit plan allows for such coverage. Employees will be required to pay standard employee share of the monthly premium payments.
 7. Employees shall continue to accumulate seniority while receiving Workers' Compensation benefits.
 8. Prior to return to work, Employees shall submit a statement from their attending physician specifying their ability to return to their normal assigned duties. This statement must be presented to a Supervisor before Employees are allowed to return to work.
 9. In the event of the death of an Employee, the Employee's estate or beneficiary will receive payment within six months of the date of death for all vacation leave to which the deceased was entitled provided that proof of estate or beneficiary status is provided. Further benefits may be available if the Employee was a member of the City of Baltimore's Employees' Retirement System (ERS).
 10. The Museum shall prepare a bulletin listing in sequence the proper procedures to be followed by employees and departmental administrators for reporting duty-incurred injuries and processing of claims and shall post such bulletin in conspicuous places in the Museum where employees are assigned.

Section 4. Accommodations for Security Officers

The Museum shall provide Security Officers stationed in posts with seating where logistically possible to alleviate the physical strain of standing for extended periods of time. Security Officers may use the seating provided by the Museum so long as it does not interfere with the performance of their duties. For example, Security Officers must stand and approach any visitor who gets too close to a work of art or attempts to touch an artwork. Security Officers should also stand when speaking to a visitor about a work of art. Security Officers assigned to Thalheimer/May Galleries will rotate their post one time per shift of seven (7) hours or more, following their lunch break.

ARTICLE 22. EDUCATION AND TRAINING

Section 1. Training

1. As part of the Museum's annual budget process, the Museum shall review and consider department budget requests for the continuing training and professional development of the Employees thereof.
2. Employees may submit a request for training to their Supervisor provided that such training is relevant to the Employees' professional development and the Department budget allows. Requests for training shall not be unreasonably denied.
3. The Museum will schedule training and provide professional development to all Employees as necessary for their existing job. If the Museum requires an Employee to have additional training, adequate notice must be given to the Employee.
4. Training will be provided for Employees who will be expected to use new equipment and technology. Such Employees will be trained as soon as practicable but not later than 30 days following the introduction of such equipment and technology.

Section 2. Educational Reimbursement

1. Any permanent full-time Employee with at least one (1) year of continuous service shall be eligible for reimbursement for the cost of museum-related education courses. Any part-time Employee shall be eligible for reimbursement for the cost of museum-related education courses after five (5) years of continuous employment.
2. 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 one-half of the fee after enrollment and the other half upon the successful completion of the course, not to exceed \$1,500 per Employee per fiscal year.
3. In the event an employee fails to complete the course or pass any required certifications; voluntarily resigns; or is terminated for cause within 12 months of the education course, employee must make full repayment for the course. The Museum may retain or make deductions from all unpaid earnings, accrued PTO, bonuses, or other monies owed to the employee toward the satisfaction of any repayment obligation. Outstanding reimbursement amounts still owed by the employee after the employee's final pay, will be due within seven days after the

employee's final pay date. A condition of receiving payments under this Article is that the employee signs an authorization for such deductions.

Section 3. Time for Learning

The Union and the Museum recognize the complexity of balancing work responsibilities with time away from regular duties often necessary for education, training or professional development. Cooperation between Employees and supervisors in scheduling is therefore critical to making workforce learning opportunities real and accessible, and to ensuring productive operations. Requests for time away from regular work duties to participate in professional development may not be unreasonably denied. Employees who participate in job-related or development-oriented training programs during work hours should be paid for those hours and should not be required to make up those hours another time.

ARTICLE 23. UNIFORMS AND CLOTHING

Section 1. Reimbursement

1. The Museum will provide up to the following maximum amounts for the purchase of safety shoes and safety workwear each fiscal year, upon the submission of appropriate receipts, to employees in the following departments/job classifications:
 - \$200-Facilities
 - \$200-Security
 - \$200-Installation (Art Handlers/Preparators/Lighting Technician/Art Packers)
2. Reimbursements shall be paid to existing eligible Employees within 30 calendar days after submission of appropriate receipts. New Employees hired in eligible classifications may submit appropriate receipts, following successful completion of 30 calendar days of service, and shall be paid within 30 calendar days after submission.

Section 2. Uniforms

1. The following conditions apply if the Museum requires an Employee to wear special clothing or uniform to perform their duties:
 - a. The Museum shall provide Employees in the Facilities Department with five (5) shirts per year.
 - b. The Museum shall provide Security Officers with five (5) shirts per year.
 - c. The Museum shall provide pregnant Employees in any of the above-mentioned departments and job classifications appropriately fitting uniforms/special clothing.

ARTICLE 24. INCLEMENT WEATHER

1. All Employees shall be notified by the Museum whether they are expected to report to work as scheduled due to inclement weather.
5. The Essential Employee designation is based on job responsibility with a direct impact on the critical service needs of the Museum.
6. 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. Only Essential Employees will be required to staff the museum during inclement weather. No other Employees should report to work as scheduled. Essential Employees will be notified at the time of hire of their status as Essential, or during employment if their status changes to Essential.
7. Essential Employees should make every attempt to make it to the Museum safely. Any Essential Employee who fails to report to work during inclement weather will be required to use vacation or personal leave for the period of time in question. If no vacation or personal leave is available, the absence will be unpaid.
8. Essential Employees will be paid at a rate 1 ½ times their regular hourly rate up to eight (8) hours per day during the period of inclement weather. For hours worked over eight (8) hours in a day during the period of inclement weather, Essential Employees will be paid at the rate of two (2) times their regular hourly rate.
9. All other, non-Essential Employees who are not expected to report to work as scheduled due to inclement weather that closes the Museum shall be paid regular pay for missed work time. Compensation will be at straight time hours.

ARTICLE 25. SUBCONTRACTING

Section 1. Bargaining Unit Work

1. The Museum is interested in maintaining maximum employment for all Employees covered by this Agreement consistent with the needs of the Museum.
2. In planning to contract or subcontract work, the Museum shall give due consideration to the interest of Employees by making every effort to ensure that Employees with seniority will not be laid off or demoted as a result of work being performed by an outside contractor.
3. The Museum will hold advance discussion with the Union prior to contracting out bargaining unit work if any qualified Employees are on layoff or will be laid off as

a result. The Union will be advised of the nature and scope of work to be performed and the reason the Museum is contemplating contracting out work. Notification for advance discussion shall be in writing and delivered to the Union President or their designee. To the extent practicable, the Museum will hold advance discussion with the Union prior to contracting out Education, Facilities, and/or Security bargaining unit work even where there are no such bargaining unit employees on layoff or who would be laid off as a result.

Section 2. Temporary Preparators

1. The Museum shall first offer available temporary preparator work to Bargaining Unit Employees in that position the Museum deems qualified for that available work prior to offering it to employees or contractors outside the bargaining unit.
2. The following shall be considered a “Timely Offer” of preparator work: A written (email is acceptable) offer of work a minimum of two (2) weeks in advance. Offers may be made with less than two (2) weeks’ notice in the event of an unexpected absence or urgent need. The offer shall specify available dates/hours of work. Copies of such offers shall be sent to the Union.
3. If the Museum needs to amend the work schedule after offers of work have been made and accepted due to changes in the planned exhibition (e.g., cancellation or postponement of an exhibition), the Museum shall give notice of such changes as soon as practicable, and if the cancellation of shifts is with less than two (2) weeks’ notice and up to one (1) week before the scheduled work, the employee shall be paid *fifty percent (50%)* of their scheduled hours. If the cancellation of shifts is with less than one (1) week notice, the employee shall be paid *one hundred percent (100%)* of their scheduled hours. If the cancellation or postponement is due to an Act of God such as a fire or weather emergency, act of war or terrorism, or other major security event, no cancellation pay shall be owed. An employee may decline work that has been rescheduled by the Museum. Employees shall receive at least one (1) weeks’ notice of other changes to the work schedule.
4. The Museum may require overtime during accepted work assignment periods (including but not limited to intervening weekends) as long as it has given notice of the need for overtime as soon as practicable after such need arises. The Museum shall offer overtime on a voluntary basis to those working on a particular project before mandating overtime.

ARTICLE 26. NO STRIKE/ NO LOCKOUT

1. During the term of this Agreement, neither the Union, nor its officers, agents, representatives, or bargaining unit members shall authorize or participate in any strike, sympathy strike, slowdown, sit-down, work stoppages or picketing, where

the object of such activities is to interrupt the full performance of work during the life of this Agreement.

2. Any employee that participates in any activity prohibited by Section 1 above is subject to disciplinary action.
3. If any employee or group of employees represented by the Union should engage in any strike, sympathy strike, slowdown, sit down, work stoppage or picketing, where the object of such activities is to interrupt the full performance of work during the life of the Agreement, the Union through its proper officers shall act immediately upon receipt of notice to notify the Museum and such employee or employees in writing of its disapproval of such action.
4. The Museum agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE 27. MANAGEMENT RIGHTS

Management of the Museum, as well as all related projects and ventures, is vested exclusively with Museum Management except as otherwise expressly provided in this Agreement. The Union acknowledges and agrees that the Museum has the right to establish, plan, direct, and control all of the Museum missions, activities, resources, priorities, operations, projects, plans, structures, objectives, and strategy; the Union further acknowledges and agrees that the Museum has the right to administer, maintain and require employees to follow procedures, policies, practices, standards, rules and regulations of the Museum or that are applicable or relating to the Museum and its employees, as well as to determine and modify the number and qualifications required for employees, the scheduling, responsibilities and assignment of employees, and to determine the criteria by which the performance of employees is evaluated, as well as to establish, maintain, evaluate and modify or enforce standards of performance, attendance, conduct, order, and safety; the Union further acknowledges and agrees that the Museum has the exclusive right to modify its hours of operation, to recruit, hire, transfer, layoff, furlough, and restructure the workforce or artistic, editorial, and curatorial matters, and over all decisions related both to the care, utilization and development of its collection and to the care and management of its facilities. The Museum may make and/or continue and from time to time add to or change such Museum policies as it may deem necessary and proper for the conduct and management of the Museum, provided they are not inconsistent with any express provisions of the Agreement.

ARTICLE 28. SEPARABILITY AND SAVINGS

- 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 or other authoritative and official source 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, 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 holding any portion of this Agreement invalid, the parties agree to hold themselves available to bargain over a substitute for the invalidated article, section or portion thereof. The remaining parts of provisions shall remain in full force and effect.

ARTICLE 29. SCOPE OF AGREEMENT

- 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 parties, for the term of this Agreement, each waives their rights and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. Amendments or clarifications of this Agreement mutually agreed upon, shall be reduced to writing, attached to and shall become a part of this Agreement.
- B. A waiver or failure to enforce a provision of this Agreement shall not be construed to modify any terms, conditions, or enforcement mechanisms of the Agreement.
- C. New Matters Not Waived. 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.

ARTICLE 30. DURATION OF AGREEMENT

This Agreement is to be effective July 1, 2024, and shall remain in full force and effect through June 30, 2027 and shall annually thereafter be renewed automatically unless either party gives at least sixty (60) days written notice to the other party prior to the expiration date if there is a desire to change, modify or terminate the Agreement.

In witness whereof, the parties cause this Labor Agreement to be executed by their duly authorized Representatives.

FOR THE UNION

FOR THE COMPANY

Patrick Moran
President
AFSCME Council 3

Asma Naeem
Director
The Baltimore Museum of Art

Erin Riordan
Organizing and Research Coordinator
AFSCME Council 3

Christine Dietze
Chief Operating Officer
The Baltimore Museum of Art

Gary Storrs
Chief Negotiator
AFSCME Council 3

Kim Bountress
Senior Director of Human Resources
The Baltimore Museum of Art

Laurie Ann Atienza
Deputy Chief Negotiator
AFSCME Council 3

[NAME]
Negotiating Committee
AFSCME Council 3

[NAME]
Negotiating Committee
AFSCME Council 3

Appendix A. Job Classifications and Compensation

JOB CLASSIFICATIONS

Hourly Employees

Job Title	Grade
Classroom Assistant	A
Custodian	A
Events House Manager	A
Gallery Officer	A
Shop Associate	A
Visitor Experience Associate	A
Building Technician	B
Cataloguer	B
Lead House Manager	B
Lead Visitor Experience Associate	B
Loading Dock Officer/Access Control	B
Maintenance Technician	B
Shop Associate & Buyer	B
Shop Inventory Clerk	B

Salaried Employees

Job Title	Grade
Administrative Assistant - Director's Office	A
Administrative Assistant - Curatorial	A
Advancement Services Coordinator	A
Annual Giving Coordinator	A
Assistant Art Packer	A
Collections Cataloger	A

Education Program Coordinator	A
Exhibition Research Assistant	A
Getty Paper Project Fellow	A
Meyerhoff Becker Fellow	A
Public Engagement Coordinator	A
Tour Coordinator	A
Warehouse Coordinator	A
AP/Payroll Coordinator	B
Assistant Registrar	B
Associate Art Packer	B
Conservation Technician	B
Curatorial Assistant	B
Curatorial Research Assistant	B
Exhibition Design Assistant	B
Exhibition Preparator	B
Exhibitions Program Associate	B
Gallery Educator	B
Image Services & Rights Coordinator	B
Junior Graphic Designer	B
Social Media Producer	B
Art Packer	C
Assistant Curator	C
Assistant Director of Annual Giving	C
Assistant Director-Advancement Events	C
Associate Registrar	C
Auditorium Production Manager	C
Communication Manager	C
Corporate Relations Manager	C
Curatorial Research Associate	C

Digital Content Producer	C
Education Manager	C
Exhibition Lighting Technician	C
Exhibitions Graphic Designer Manager	C
Exhibitions Manager	C
Foundation & Government Relations Manager	C
Graphic Designer	C
Help Desk Technician	C
Lead Gallery Educator	C
Manager of Exhibition Technology Design	C
Senior Conservation Technician	C
Senior Preparator	C
Staff Accountant	C
Interpretation Manager	D
Label Editor	D
Manager of Curatorial Affairs	D
Marketing & Partnership Manager	D
Senior Photographer	D
Associate Conservator	E
Associate Curator	E
Registrar	E
Registrar & Associate Curator	E
Curator	F
Publication Editor	F
Senior Objects Conservator	F

COMPENSATION

Hourly Employees

Group 1 - Wage Scale				
GRADE A				
Effective Date	1/1/24 (FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	19.00	19.35	20.50	21.95
2	19.35	19.70	20.85	22.30
3	19.70	20.05	21.20	22.65
4	20.05	20.40	21.55	23.00

GRADE B				
Effective Date	1/1/24 (FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	21.28	21.67	22.96	24.58
2	21.63	22.02	23.31	24.93
3	21.98	22.37	23.66	25.28
4	22.33	22.72	24.01	25.63

Salaried Employees

Group 2 – Salary Scale				
GRADE A				
Effective Date	1/1/24(FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	45,875	47,022	48,668	50,736
2	46,675	47,842	49,516	51,621
3	47,475	48,662	50,365	52,506
4	48,275	49,482	51,214	53,390

GRADE B				
Effective Date	1/1/24(FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	52,068	53,370	55,238	57,585
2	52,868	54,190	56,086	58,470
3	53,668	55,010	56,935	59,355
4	54,468	55,830	57,784	60,240

GRADE C				
Effective Date	1/1/24 (FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	57,796	59,241	61,314	63,920
2	58,596	60,061	62,163	64,805
3	59,396	60,881	63,011	65,689
4	60,196	61,701	63,860	66,574

GRADE D				
Effective Date	1/1/24 (FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	64,153	65,757	68,058	70,951
2	65,103	66,731	69,066	72,002
3	66,053	67,704	70,074	73,052
4	67,003	68,678	71,082	74,103

GRADE E				
Effective Date	1/1/24 (FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	70,568	72,333	74,864	78,046
2	71,518	73,306	75,872	79,097
3	72,468	74,280	76,880	80,147
4	73,418	75,254	77,888	81,198

GRADE F				
Effective Date	1/1/24 (FY24)	7/1/24 (FY25)	7/1/25 (FY26)	7/1/26 (FY27)
1	77,625	79,566	82,351	85,851
2	78,575	80,540	83,359	86,901
3	79,525	81,513	84,366	87,952
4	80,475	82,487	85,374	89,003