



# Tentative Agreement Summary for the Baltimore Museum of Art (BMA)

Article 1: Recognition.....	2
Article 2: Non-Discrimination.....	2
Article 3: Reasonable Accommodations.....	2
Article 4: Union Security.....	2
Article 5: Union Rights.....	2
Article 6: PEOPLE Check Off.....	3
Article 7: Labor Management Committee.....	3
Article 8: Probation.....	3
Article 9: Discipline and Discharge.....	3
Article 10: Grievance Procedures.....	4
Article 11: Arbitration.....	4
Article 12: Personnel Records.....	4
Article 13: Work Hours.....	5
Article 14: Seniority.....	6
Article 15: Vacation and Personal Leave.....	6
Article 18: Holidays.....	8
Article 17: Sick Leave & Leaves of Absences.....	8
Article 18: Job Classifications & Compensation.....	8
Article 19: Attendance.....	9
Article 20: Insurance and Benefits.....	11
Article 21: Health & Safety.....	11
Article 22: Education & Training.....	12
Article 23: Uniforms.....	12
Article 24: Inclement Weather.....	12
Article 25: Subcontracting.....	12
Article 26: No Strike / No Lockout.....	13
Article 27: Management Rights.....	13
Article 28: Separability and Savings.....	13
Article 29: Scope of Agreement.....	13
Article 30: Duration of Agreement.....	13

## Article 1: Recognition

The tentative agreement formally recognizes our union as the BMA workers' representative for negotiating wages, benefits, work rules, etc. It also establishes the rights to discuss any newly created positions as to whether they can be included in the bargaining unit. This section also prohibits the museum from using volunteers in order to furlough, lay off, or reduce the hours of a current employee.

## Article 2: Non-Discrimination

Discrimination against legally protected groups and other categories of people is prohibited.

BMA workers also can't be discriminated against based on participation in union activities.

The article also establishes a standard for gender neutral language throughout the agreement.

## Article 3: Reasonable Accommodations

Workers with disabilities are guaranteed reasonable accommodations in the workplace.

## Article 4: Union Security

Everyone in the bargaining unit will pay dues to support the work of our union, with a partial 6 month grace period. It also established that anyone who was not a Union member on the effective date of the agreement will become union members. New hires will become union members within 30 days of their hire date. This is very standard in the private sector and a way for our union to remain strong and sustainable over time.

## Article 5: Union Rights

Union leaders will be able to act as stewards (6 shop stewards and 3 alternates) and have the rights to leave work to represent our Union or an employee for grievances. Stewards are members who volunteer to represent and organize their co-workers. Stewards not only represent members in grievances, but also in disciplinary matters. This is a formal way in which union members can support each other.

The Union will also have a bulletin board for posting information in a space that is accessible to workers.

The employer must also provide the union with certain information, like name, contact information, etc. for all members of the bargaining unit. Our union can also use the Museum Outlook calendar for schedule of union related meetings.

Our union will be able to meet with new employees for 30 minutes within 30 days of their initial employment.

## Article 6: PEOPLE Check Off

BMA workers who choose to donate to the AFSCME political action committee can do so through direct deductions from their paycheck.

## Article 7: Labor Management Committee

A Labor Management Committee (LMC) will be established and will be composed of 2 union members as well as the local union President or Vice-president and up to 3 BMA representatives. The LMC should meet at least 3 times a year.

The committee will be able to raise issues of concern and make recommendations related to contract issues.

## Article 8: Probation

New employees will be on probation for 90 days, meaning that the employer does not have to prove just cause for dismissal during that period. This period can be extended for up to 30 days with approval from the Union. Employees can't apply to other BMA jobs during this period.

At the end of the probationary period, employees will be credited with seniority from their start date.

## Article 9: Discipline and Discharge

This article outlines the procedure for employee discipline. One of the most important aspects of this article is the idea of "just cause." The article stipulates that while the Museum can discipline and discharge an employee they must do so with "just cause," or some kind of reason to back up their decision. This article also establishes progressive discipline- the idea that generally, discipline starts at the lowest level possible and progresses from there. The article outlines the typical order of discipline:

- Informal verbal warning (not included in personnel file)
- Verbal warning
- Written warning
- Suspension w/o pay
- Discharge

The museum can skip steps depending on the nature of the offense. The museum can also provide coaching and provide feedback to employees, as well as use Performance Improvement Plans (PIPs) but will only do so after providing a warning to the employee.

Employees will receive notification of a formal discipline and formal discipline shall be administered privately. Union representation can be requested for such meetings. The museum can put employees on suspension (both paid and unpaid) to investigate the need for potential discipline.

Employees can appeal disciplinary decisions using the grievance procedure outlined in Article 10.

## Article 10: Grievance Procedures

This article outlines the procedure for filing a grievance. A grievance can be filed in appealing disciplinary matters (see Article 9) or when there is a disagreement about the interpretation or implementation of the contract. Grievances can be made on behalf of a single employee or more than one in a “group” grievance. At all steps the employee is entitled to representation, and this creates a formal process to address and resolve differences between our union and management around discipline and our contract.

### Grievance Process:

Step 1: Present grievance to immediate supervisor within 21 calendar days of knowledge of issue. Supervisor has 10 days from when a grievance is presented to respond.

Step 2: If grievance is not resolved, the employee can make a written appeal to the next higher supervisor within 10 days of completion of step 1. The supervisor will meet with the employee within 10 days of receipt of appeal. The supervisor then has 10 days to issue a written response.

Step 3: If grievance is not resolved, the employee can make a written appeal on a grievance form to the Director of HR within 10 days of completion of step 2. HR will meet with the employee within 10 days of receipt of appeal. HR then has 10 days to issue a written response.

## Article 11: Arbitration

If a grievance can't be settled with management, it can be appealed to an impartial third party (a mediator or arbitrator). Arbitration is the final step of the grievance process. Arbitration only occurs if the employee is not satisfied with the decisions made at the various steps of the grievance process as outlined in Article 10. The decision to appeal must be made within 10 calendar days of the completion of step 3 of the grievance process. The arbitrator is selected from a list by both the Union and Museum. Notably, the arbitrator's decision in any grievance is final and binding for both parties.

## Article 12: Personnel Records

This article defines what can be included in personnel records and how they can be accessed by the employee. Personnel records are the property of the museum. Every year, employees must complete an information form to help keep data in these records up to date. All disciplinary and evaluative materials included in the personnel record will be first presented to the employee. Employees can view their personnel records by giving reasonable notice to HR to set up an appointment.

## Article 13: Work Hours

This section defines the length of an employee's work week and the hours and breaks they have during the day based on their employment status (full-time salaried, part-time hourly, etc.).

The article also discusses flexible work schedules, including teleworking, and how they can be accommodated. Flexible work schedules are only available to salaried employees. A flexible schedule approval form must be completed. Flexible schedules have a 30-day "trial period." The employer may decide that a flexible work schedule is not effective. If this is the case they must give the employee at least 2 weeks notice of a change.

This section also describes changing shifts and scheduling, overtime pay, and compensatory time. Shift selection is decided based on seniority. Once a schedule is posted, the museum will not schedule employees for additional shifts w/o the employees approval.

Overtime is defined as hours worked in excess of 35 hours worked for hourly non-exempt employees and over 40 hours worked for salaried non-exempt employees. Overtime is paid at a rate of 1.5 times base hourly rate. This means overtime pay is kicking in sooner for hourly employees- prior to this contract, the BMA only began paying overtime for hours worked over 40 in a week.

Overtime is also paid to hourly non-exempt employees for individual shifts of over 12 hours at a rate of 2 times the base hourly rate.

Compensatory time is available for salaried exempt employees if they work outside of their normal hours. Compensatory time is available for salaried non-exempt employees if they work outside of 35 hours in a week up to 5 hours.

The work week is 35 hours for all full-time employees. Breaks are distributed as follows:

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

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

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

## Article 14: Seniority

Seniority will be used to determine wage steps, reverse order of layoff, and preference among qualified candidates for vacancies. This article defines seniority for bargaining unit members at the Museum. Seniority refers to length of *continuous* service with the Museum.

This article also outlines a process by which bargaining unit members may apply for vacancies within the Museum. Current employees will be interviewed if they apply for vacancies before the vacancy is filled. Applicants in the direct line of promotion will be given first consideration. If a bargaining unit member is denied a promotion to another bargaining unit position, they are entitled to a response in writing explaining why they were denied.

The Museum decides to lay off or furlough employees; they are required to give the Union 21 days notice (or 60 days notice in the event of a mass layoff). The Museum will first ask for voluntary layoffs within a job classification, and any volunteer(s) will be laid off in terms of seniority. Additional layoffs will occur in reverse order of seniority.

If a layoff/furlough is less than 90 days, retirement, seniority, vacation and sick time accrual rate will be reinstated without disruption when the employee(s) return(s) to work. Laid off employees will also be offered open positions within their job class before other new applicants. Laid off employees will remain on a recall list for 12 months.

This section also notes that employees working in an acting capacity for one week or more shall receive the pay of the higher title retroactive to the date of assignment. Promoted employees

have a 30 day trial period during which they may elect to return to their prior position or a similar position.

## Article 15: Vacation and Personal Leave

**Vacation:**

Regular, full-time employees will accrue vacation time according to continuous months of service from their hire date. This is a dramatic increase to the amount of vacation leave for hourly employees, who previously accrued 42 hours of vacation twice a year, and now are accruing 70 hours of vacation twice a year, in line with salaried employees.

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

Regular, part-time employees who work at least 28 hours per week will accrue vacation time according to continuous months of service from their hire date.

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

For part time employees working less than 28 hours per week, vacation accrual is determined by multiplying hours worked per week by a multiplier based on months of service.

	Completed Months of Service			
	0	36 + 1 day - 72	72 + 1 day - 120	120 + 1 day & above
<b>Multiplier</b>	0.1538	0.163	0.173	0.192

Denial or approval of vacation must occur within 3 calendar days of an employee's request and cannot be unreasonably denied. Employees may carry over 70 hours of vacation time for 180 days into the next year.

Payments for unused vacation will be made upon a layoff or when an employee resigns or retires.

**Personal Leave:** Employees will receive 3 days of personal leave each year.

**Birthday Leave:** Employees will receive their birthday off, and if the employee is not scheduled to work that day, they can take another day off during the same pay period.

## Article 16: Holidays

Indigenous People's Day (second Monday in October) will be added as a holiday, and BMA workers will also have 2 floating holidays each year.

Observed holidays when the museum and galleries will be closed are:

- 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

## Article 17: Sick Leave & Leaves of Absences

Employees will have 12 days of sick leave per year (accrued at 3.23 hours per pay period).

Employees are also eligible for **bereavement leave** - 4 days for immediate family, the spouse of immediate family members, or immediate family members of the employee's spouse, 2 days for other family members, and 1 day for the funeral of a co-worker or friend.

Employees are also eligible for up to **6 weeks of fully paid parental leave**. This is above and beyond what is required under the current family leave law, particularly because this leave is paid at 100% of an employee's salary.

Employees who have been employed by the Museum for at least a year and at least 1,250 hours can also take unpaid leaves of absence of up to 30 days with approval. The Museum will



retain the employee's position for up to 30 days. If the period of absence is greater than 30 days, the Museum does not have to keep the position vacant nor is the employee's position guaranteed.

## Article 18: Job Classifications & Compensation

Employees will 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 OR at the step which provides at least a 3.5% wage increase over current wages, **whichever is higher. All employees will receive at least a 3.5% increase.**

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

Employees will receive step increases on the anniversaries of 3, 6, & 10 years of service. Both salaried and hourly employees will have higher base wages, and employees will also receive raises for longevity as well as annual cost of living adjustments (COLAs).

**Hourly employees will receive the following future increases:**

- **Grade A:**
  - July 1, 2024 – \$0.35 per hour
  - July 1, 2025 – \$1.15 per hour
  - July 1, 2026 – \$1.45 per hour
- **Grade B:** The wages for Grade B, Step 1 will be 12% more than the wages for Grade A, Step 1.
- Each vertical step (based on tenure) throughout the Group 1 pay scale will equal a \$0.35 per hour wage increase from the prior step.

**Salaries employees will receive the following increases:**

- July 1, 2024 – 2.5%
- July 1, 2025 – 3.5%
- July 1, 2026 – 4.25%
- FY 2024, Group 2 Grades A, B, and C: Each vertical step (based on tenure) will equal a \$800 per year increase from the prior step. For subsequent fiscal years, each vertical step will increase by the percentages above.
- FY 2024, Group 2 Grades D, E, and F: Each vertical step (based on tenure) will equal a \$950 per year increase from prior step. For subsequent fiscal years, each vertical step will increase by the percentages above

Appendix A of the full agreement provides additional details related to job titles and grades as well as specific compensation according to wage and step.

Combined with the minimum increases, every worker will receive an over 13.75% increase over the life of the contract,

## Article 19: Attendance

This article explains how tardiness and absence are defined and corrected, particularly in situations where an employee is habitually tardy or does not show for work. It establishes a 5-minute grace period for arriving to a shift. It also indicates how many occurrences of tardiness or absence must occur in a rolling six-month period to receive discipline and the severity of that discipline. Additionally, this article separates out discipline for attendance issues from other forms of discipline.

Definitions: **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.

**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.

**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.

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

This article explains what benefits are offered by the Museum to employees and how many hours/week an employee must work to receive these benefits. Among the benefits defined are: health insurance through the City of Baltimore, a pension plan through the City of Baltimore, a 403(b) Retirement Savings plan through the Museum, and details on employee parking.

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.

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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.

Employees with ADA accommodations will be given reserved parking. Employees with special needs will not be charged for parking. Employees may request security escorts to and from parking lots.

## Article 21: Health & Safety

The employer must ensure a safe workplace and assess employee concerns about unsafe conditions or equipment. The Museum has to notify the Union of any health and safety incidents within 24 hours.

A **Museum Safety Committee** will be established, consisting of 3 representatives of the Museum and 3 Union representatives. The committee will meet 3 times per year to discuss working conditions and to make recommendations for improving workplace health and safety.

Employees will be trained on emergency and security protocols, including evacuation and incident reporting.

Employees who are injured while working may be eligible for Workers' Compensation, and if an employee is determined to have been injured while working, any leave they used related to the injury prior to determination will be returned to them.

**The Museum must also provide Security Officers with seating at posts where it is logistically possible.**

## Article 22: Education & Training

Employees can request training relevant to their professional development, and when an employee is expected to use new equipment or technology, training will be provided within 30 days.

**Permanent, full-time employees with 1 year of continuous service and part time employees with 5 years of continuous service are eligible for reimbursement for museum-related education courses. Employees can be reimbursed up to \$1,500 for approved museum-related education courses, half to be paid upon enrollment and the other half after completing the training.**

Employees who participate in job- or professional development-related trainings during work hours will be paid for those hours.

## Article 23: Uniforms

Facilities, Security, and **certain** Installation employees can receive reimbursement of up to **\$200 annually for the purchase of safety shoes and workwear.**

=The Museum will provide Employees in the Facilities Department and Security Officers with five (5) shirts per year. The Museum will also provide pregnant Employees in those departments and job classifications with appropriately fitting uniforms/special clothing.

## Article 24: Inclement Weather

The Museum will notify employees whether or not they are expected to report to work during inclement weather, and in the event of inclement weather, only Essential Employees will be required to report to work, regardless of their schedule. Essential Employees will be paid at 1.5

times their hourly rate for up to 8 hours during inclement weather and at 2 times their hourly rate for any time beyond 8 hours.

Non-essential employees who are not expected to report to work will be paid regularly for missed work time.

## Article 25: Subcontracting

The Museum must notify the Union if any bargaining unit work is subcontracted out and will result in layoffs of bargaining unit employees. Even when layoffs do not occur, the Museum will make an effort to discuss contracting out of Education, Facilities, and/or Security bargaining unit work.

For temporary preparator work, the Museum must offer the work to qualified bargaining unit members first at least 2 weeks ahead of time, and the Union must also receive a copy of the offer.

## Article 26: No Strike / No Lockout

Employees will not strike or participate in activities that disrupt the performance of work during the period covered by the contract, and the Museum will not lockout employees during the same period.

## Article 27: Management Rights

Management maintains all rights that are not in conflict with the provisions of the agreement.

## Article 28: Separability and Savings

If any part of the contract is determined to be illegal in court, the rest of the contract remains in effect, and the Union and Museum will negotiate over a substitute for the invalidated portion(s) of the agreement.

## Article 29: Scope of Agreement

Management and the union do not need to renegotiate matters addressed in the contract during its term, but new matters could be subject to negotiations.

## Article 30: Duration of Agreement

The contract is effective from July 1, 2024 to June 30, 2027.

