

COLLECTIVE BARGAINING AGREEMENT

between

MASSACHUSETTS MUSEUM OF CONTEMPORARY ART FOUNDATION INC.

and

UNITED AUTO WORKERS, LOCAL 2110

December 18, 2025 through November 30, 2028

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Article 1

Recognition

- A. MASS MoCA recognizes Technical, Office and Professional Union Local 2110 UAW as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case 01-RC-273750: All full-time and regular part-time professional and nonprofessional employees employed by the Employer at its 1040 MASS MoCA Way, North Adams, MA, facility, including Graphic Designers, Helpdesk & Assistants to the Director of Information Technology, Art and Museum Educators, Associate Directors of Education, Senior Preparator/Fabricators, Preparators/Fabricators + Workshop Managers, Preparators/Fabricators, Senior Curators, Curators, Finance Coordinators, Special Projects Managers, Finance Assistants, Executive Assistants to the Director, Program Assistants-Assets for Artists, Fundraising and Marketing Managers, Maintenance employees, Buildings and Grounds Foreman, Landscapers, Mason Tenders, Custodians, Lead Custodians, Tenant Operations and Event Coordinators, Development Operations Managers, Managers of Institutional Giving, Development Administrative Associates, Artist Services and Intern Program Directors, Gallery Teachers, Human Resources Assistants, Senior Marketers, Digital Services Coordinators, Marketing Associates, Communications Managers, House Sound Engineers, House Electricians, Project Coordinators, Audio Technicians, Associate Retail Managers, Sales Associates, Assistant Registrar and VA Coordinators, VA Senior Registrar and Exhibition Managers, Museum Attendants, Lead Museum Attendants, Box Office Associates, Visual Arts Coordinator, Assistant Building and Ground Engineer, Lead Sales Associate, Program Manager Assets for Artists, Graphic Designer – Marketing, Digital Asset Coordinator, Advancement Services Coordinator, Visitor Experience Coordinator, Visual Arts Coordinator, Education Coordinator, Special Events Coordinator, Stage Carpenter, Studios Manager, Events and Welcome Manager, Lead Box Office Associate, Lead Gallery Teacher, Membership Coordinator, Communication Coordinator, Performing Arts Assistant, Photographer/Videographer, Curatorial Assistant, and Visitor Services Coordinators and Performing Arts Fellows.

Article 2

Union Security and V-CAP

A. **Deductions**

1. All employees covered by the terms of this Agreement shall, as a condition of continued employment, either become a member of the Union or pay agency fees to the Union by signing a dues or agency fee authorization form.

2. An employee who fails to satisfy the above shall be terminated from employment with the Museum within thirty (30) calendar days following the receipt of a written demand from the Union requiring the employee's termination of employment.
3. Following ratification of this Agreement, Local 2110 shall convey to the Museum in writing the dues required for union membership; the agency fee; and the amount of any initiation fees.
4. Within 30 (thirty) calendar days following receipt of the written notice referenced above in Section A.3. from the Union, MASS MoCA shall deduct from the wages of employees membership dues, agency fees and/or initiation fees per pay period or on a monthly basis.
5. Employees or the Union may submit dues or agency fee authorizations, in-person or by email, to the MASS MoCA designee or designated email address through use of the form in Appendix B. The form must be completed and signed by the employee to be valid. Except as provided in Section A.4., immediately above, dues deductions shall take effect at the start of a pay period, but not later than 14 (fourteen) calendar days following receipt of the authorization form from the employee. MASS MoCA will notify the Union promptly of any revocation of dues authorization received by it.
6. MASS MoCA shall be relieved from making dues and fees deductions from any employee who has insufficient net earnings in the pay period or month to cover said deductions.
7. The Union may change the dues/agency fee/initiation fee once per calendar year. Any annual changes in the amounts to be deducted for UAW dues/agency fee/initiation fee shall be conveyed to the Museum in writing at least 45 (forty-five) calendar days prior to the effective date of such change.

B. Correction of Errors

1. If the Museum fails to deduct and remit the correct amount of authorized payroll dues, agency fees or other authorized deductions, or any part thereof, the Museum shall correct the deduction amounts within forty-five (45) days of becoming aware of the error(s).
2. If the Museum's error resulted in deductions less than the correct amount, the Museum shall make the additional required deductions from the salary of the employee to make up the difference between the actual and the correct amounts. However, the additional deductions shall not exceed two (2) times the normal dues amount in any given month. In no event shall

the Museum be required to provide lost deductions from separated employees.

3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employee(s) accordingly.

C. Remittance

MASS MoCA shall forward those funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

D. V-CAP

1. Within 30 (thirty) calendar days of receiving a completed and signed "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form (Appendix C), MASS MoCA agrees to deduct from the pay of an employee voluntary contributions to UAW V-CAP. V-CAP authorization forms must be submitted either in-person or via email to the MASS MoCA designee or designated email address.
2. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.
3. Requests to stop V-CAP deductions must be submitted in writing and delivered in-person or via email to the MASS MoCA designee or designated email address. V-CAP cessations will be processed within 30 (thirty) days of receiving such requests.
4. MASS MoCA agrees to remit said deductions to UAW V-CAP at least once per month. MASS MoCA further agrees to furnish the Union with the names of those employees for whom deductions have been made, the amounts that have been deducted, and the pay period for which they have been deducted.
5. MASS MoCA shall be relieved from making V-CAP deductions from any employee who has insufficient net earnings in the pay period or month to cover said deductions.

E. Indemnification

The Museum assumes no obligation other than that specified in this Article, or liability, financial or otherwise, arising out of the provisions of this Article. As a result, the Union agrees that it will reimburse the Museum for any costs and indemnify and hold MASS MoCA harmless from any claims, actions, proceedings, or recovery of damages sustained by any person or entity, arising from deductions made by the Museum or any action taken under this Article.

**Article 3
Notice to the Union**

Where a notice to the Union is referenced and required in this Agreement, the notice shall be in writing and sent electronically to local2110@2110uaw.org and/or by USPS mail to the office of the Union which is currently:

Local 2110 UAW
350 West 31st Street, Suite 401
New York, NY 10001

**Article 4
Union Rights**

A. Access

Union representatives shall have reasonable access to the MASS MoCA premises for the purpose of discussing with bargaining unit members matters pertaining to this Agreement. Such visits shall not interfere with MASS MoCA operations.

B. Bulletin Boards

There shall be a union-designated bulletin board in the Building Six Breakroom and in Building Ten's third (3rd) floor Breakroom. In the event either one of these breakrooms is repurposed by MASS MoCA, the Museum shall provide the Union with 30 days' advance notice so that the parties may meet and confer over a new location for the displaced bulletin board(s).

C. Meeting Rooms

MASS MoCA shall allow the use of meeting room space by the Union. Meeting room reservation shall be arranged in accordance with the process and protocols

in place, and as amended from time to time by the Museum, for making such reservations and will not be unreasonably denied. In the event a meeting scheduled by the Union is displaced due to operational needs, MASS MoCA shall make reasonable efforts to arrange for an alternative meeting room location.

D. Union Membership Meetings

1. Frequency

The Union shall be permitted to hold two (2) meetings per calendar year, either prior to the Museum's public opening hours or after the Museum's public closing hours (or during a day the Museum is otherwise closed). The specific dates and times of these meetings shall be mutually agreed upon by the Union and the Museum at least thirty (30) days in advance.

2. Employee Attendance and Compensation

Employees who are scheduled to work on the day and during the timeframe in which the meeting occurs shall be released to attend without-loss-of-straight-time pay. Employees who are not scheduled to work at the time of the meeting shall not be compensated for attending.

**Article 5
Severability**

If any provision of this Agreement is adjudicated to be unlawful by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be unlawful.

**Article 6
Employment Status**

A. Temporary Employees (or "Seasonal" Staff)

1. Temporary employees working in Art Fabrication (Art Fab) may occupy their temporary position for not more than one-hundred twenty (120) actual days worked within a fiscal year (October 1 to September 30). Such temporary/seasonal positions shall be posted as "temporary/seasonal" during the recruitment process and shall be excluded from the bargaining unit. The said one-hundred twenty (120) actual working days limitation may be extended if the temporary/seasonal employee is replacing

someone on an approved leave of absence for the length of the approved leave, filling a temporary vacancy, or by mutual agreement of the parties.

2. All other Temporary employees may occupy a position in any of the above listed classifications for not more than one-hundred twenty (120) consecutive days within a fiscal year (October 1 to September 30). Such temporary/seasonal positions shall be posted as “temporary/seasonal” during the recruitment process and shall be excluded from the bargaining unit. The said one-hundred twenty (120) consecutive days limitation may be extended if the temporary/seasonal employee is replacing someone on an approved leave of absence for the length of the approved leave, filling a temporary vacancy, or by mutual agreement of the parties.
3. In accordance with Article 32 – Notice to the Union, MASS MoCA shall notify the Union of any temporary/seasonal staff working in any bargaining unit classification.

B. Contractors

The Museum may, consistent with prior practice, assign bargaining unit work to other non- union regular employees, and may assign such work to contractors where subcontracting is due to license requirements, artist or third-party requirements, lack of available staff, or other circumstances beyond its control. The Employer will give the Union at least two (2) weeks’ notice of such assignments to outside contractors (to the extent possible) with the reasoning for the contracting. It is understood that the Employer will not use the rights referred to in this Paragraph A for the purpose of undermining the bargaining unit.

C. Academic Internships

1. MASS MoCA provides work/academic experience and applied research that is integrated into the Intern’s academic program, which is sponsored through and with the Intern’s academic institution.
2. Internships may be paid or unpaid and not extend beyond a period of 6 months.
3. Work performed by Interns is not a violation of this Agreement nor are Interns part of the bargaining unit.

D. Volunteers

1. An individual who performs hours of service for MASS MoCA for civil, charitable, or humanitarian reasons, without promise, expectation or

receipt of compensation for services rendered, is considered a volunteer during such hours.

2. Work performed by Volunteers is not a violation of this Agreement nor are Volunteers part of the bargaining.

Article 7

Labor-Management Committee

- A. The Union and MASS MoCA agree to meet, following the Union's written request, up to four (4) times per year unless the parties mutually agree otherwise about issues of concern to the parties. The Union shall designate its own representatives to the committee pursuant to Section C., below, in addition to a staff representative from Local 2110.
- B. At least seven (7) days prior to the scheduled date of the meeting, the Union shall submit to the HR Director the agenda items to be discussed. Health and Safety shall be a standing agenda item.
- C. Up to two (2) bargaining unit employees may be released in without-loss-straight-time pay status to attend scheduled meetings, provided that the employee's release does not interfere with operations. Such requests shall not be unreasonably denied.
- D. Upon request of the Union, at least one member of the executive leadership team will attend at least one (1) Labor-Management meeting per calendar year.

Article 8

Personnel Files

- A. An employee shall have a right to access their personnel records in accordance with the terms of this Article.
- B. Employees shall have a right to access their personnel records within three (3) business days of submitting a written request to the HR Department.
- C. Employees shall have a right to one free copy of all material in their Personnel File within three (3) business days of submitting a written request to the HR Department. Subsequent requests for additional copies of previously copied materials shall be subject to the same policy as non-represented staff.

- D. Employees may augment or disagree with information contained in their personnel files by submitting a written response, which will become a permanent part of their personnel record.
- E. For purposes of this article, a “business day” is defined as Monday through Friday during regular hours (non-holiday hours). Should a deadline fall on a weekend or MASS MoCA-recognized holiday, the deadline shall be the next “business day.”

Article 9

Health and Safety and Workplace Conditions

- A. MASS MoCA recognizes the need to maintain a safe and healthful working environment for employees.
- B. Appropriate personal Protective Equipment (PPE) will be issued to employees, in a timely fashion, who require it for their job. They will be replaced as they become worn, by request to the employee’s supervisor. Employee input will be considered in the selection of PPE to ensure suitability and comfort.
- C. No employee shall be retaliated against for identifying and/or expressing concern about a safety-related issue.
- D. MASS MoCA, upon contracting to purchase any chemical or substance containing hazardous material, will obtain the Safety Data Sheet (SDS) from the vendor, unless the latest version of the SDS is already on hand and available. This information shall be made available to the health and safety committee and upon request to the employees.
- E. Employees shall receive health and safety education and/or health and safety training applicable to their job functions. Such training may include, but is not limited to: evacuation, fire safety, active shooter training, ergonomics, de-escalation training, anti-harassment training, online safety and cyber security training, and anti-racism training, etc.
- F. Use of heavy equipment—including Genie lifts & forklifts, trucks, vans, welding equipment, and power tools—requires proper safety training. The employee’s supervisor will arrange such training; if the employee has not received training, the employee is not authorized to use this equipment.
- G. A critical component of MASS MoCA’s health and safety program is employees following safe work practices and working safely. All employees shall comply with the Museum’s health and safety policies, procedures, and this article.

- H. If an employee believes that they are exposed to, or aware of an unsafe work environment, that employee shall report the issue to their supervisor, without reprisal. Employees have a responsibility to immediately report health and safety incidents, issues/concerns, and near misses to MASS MoCA management. An employee may request the assistance of a Union representative to report an incident or submit an incident report.
- I. Upon request from the Union, MASS MoCA will provide the Union with relevant and necessary health and safety information, consistent with the union's right to administer this collective bargaining agreement.

J. Joint Union/Management Safety Committee

- 1. The Union and MASS MoCA shall meet two times per calendar year to discuss health and safety matters, including but not limited to: promoting a safe and clean environment, recommending and discussing safety programs and training, and reviewing past aggregate data of incidents and injuries with the intent of collaborating over solutions and preventative measures.
- 2. The Union or the Museum must request a meeting and the parties shall agree to a meeting date.
- 3. The party proposing the meeting must submit a written agenda identifying health and safety concerns it wishes to discuss. Such agenda must be submitted to the other party at least fourteen (14) calendar days before the proposed meeting date.
- 4. MASS MoCA shall provide paid release time, so that employees are in without-loss-of straight-time-pay status, to four (4) bargaining unit employees. The release time shall be granted unless operational needs require otherwise.

K. Union Health and Safety Representative

MASS MoCA recognizes a Union Health and Safety Representative. The Union Health and Safety Representative is appointed by and receives direction and assignments based on feedback from Union membership. The Union Health and Safety Representative will function as needed to carry out their roles and responsibilities as outlined below:

- 1. The UAW Health and Safety Representative will hold a seat on the MASS MoCA Safety Committee.
- 2. Participate in (OSHA) regulatory investigations, audits, appeals, walkthroughs, and inspections.

3. Consult with workers about health and safety concerns.
4. As a participant in the MASS MoCA Safety Committee, provide participatory feedback on the development and evaluation of new and existing safety programs, including the impacts of new standards and regulations on the work environment and campus procedures.

Article 10

Grievance and Arbitration

A. General Provisions

1. A grievance shall be defined as any dispute by an individual employee, a group of employees, or the Union over the interpretation, application, or alleged violation of the Agreement.
2. Union Grievances: The Union shall have the right to file grievances pursuant to this Article on behalf of an individual employee, a group of employees, or on behalf of itself. It shall be the Union's responsibility to inform an employee that it is filing a grievance.
3. Optional Informal Review: Before commencing the formal grievance procedure, employee(s), with or without their representative, may first attempt to resolve the grievance informally with their immediate supervisor.
4. No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.
5. A grievant shall have the right to be represented at all steps of the grievance procedure by a union representative.
6. For purposes of this Article, time limits are calculated in calendar days, and deadlines which fall on a weekend or Museum-recognized holiday will be automatically extended to the next regular weekday.
7. All time limits may be extended by written agreement of the parties in advance of the expiration of the time limit. Failure to meet any time limit, or extension to a time limit will render the grievance ineligible for further processing and the Museum's last answer will be considered final.

8. Grievances concerning the termination of an employee may bypass Step 1 of the Grievance Procedure and instead be initially filed at Step 2 of the Grievance Procedure.

B. Step 1 Procedure

1. The grievant or a representative of the Union, shall file a written grievance with the designated Human Resources representative by either U.S. mail, hand-delivery, or email to the address designated to receive grievances. Human Resources shall redirect the grievance to the supervisor or individual closest to the grievance and with the authority to resolve the grievance. The grievance shall be filed within 30 (thirty) calendar days after the date on which the employee or the union knew or should have known of the event or action giving rise to the grievance. Informal attempts to resolve a grievance shall not extend time limits, including the initial thirty (30) day filing time limit.
2. Only one grievance (though the one grievance may allege several violations of this Agreement) shall be covered in any one filing. A formal grievance must identify sufficient information to allow the Museum to investigate the matter being grieved. Such information includes the article of this Agreement alleged to have been violated; the dates or approximate dates of the alleged violation; and description of the actions or inactions that lead to a violation of the Agreement.
3. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation, unemployment insurance, or any other employment, unless the employee secured the other employment while working at the Museum and maintained that employment after termination. To the extent this occurs, the damages will not be offset by the other employment.
4. The Museum's written response will be issued to the grievant and the Union within fourteen (14) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.

C. Step 2 Procedure

1. If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal with the designated Human Resources representative by either U.S. mail, hand-delivery, or email to the address designated to receive grievances. The Step 2 appeal shall be filed within fourteen (14) calendar days following when the written response was issued or, if not issued, was due.

2. Unless the parties agree otherwise, HR or their designee shall schedule a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be scheduled no later than 14 (fourteen) calendar days following receipt of the appeal to Step 2 to discuss the grievance.
3. The Museum shall issue a written decision within fourteen (14) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held. If the meeting is not scheduled and/or the Museum's response is not issued within this time limit, or if the grievance is not resolved at Step 2, the Union may proceed to arbitration.

D. Arbitration

1. An appeal to arbitration may be made only by the Union and only after the timely exhaustion of the grievance process outlined above.
2. The Union shall have a right to submit the grievance to arbitration within thirty (30) calendar days following when the Museum's Step 2 decision was issued or, if not issued, was due, or when a Step 2 meeting is not scheduled in accordance with the timelines indicated above.
3. An appeal to arbitration may be submitted to the designated Human Resources representative by either U.S. mail, hand-delivery, or email to the address designated to receive grievances.
4. Within 30 (thirty) calendar days from the date the grievance was originally appealed to arbitration, the parties shall select an arbitrator and schedule an arbitration date.
5. The parties shall select one arbitrator from the panel of arbitrators listed in Appendix D.
6. Arbitration cases shall be rotated through beginning in alphabetical order, by last name. If a case is in any way settled, including withdrawn, before the arbitrator selected can hear the case, the next arbitrator on the list shall be slated to hear the next arbitration case. This pattern shall continue throughout the life of this Agreement.
7. The decision of an arbitrator on any issue properly before them shall be final and binding on both parties.
8. The costs of the arbitration shall be borne equally by both parties. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the

parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party.

9. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee unless the parties agree otherwise.
10. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

Article 11 Discipline and Discharge

- A. The Museum will only discipline or dismiss non-probationary employees for just cause.
- B. MASS MoCA shall provide written notice to the Union, the Unit Chair and the affected employee(s) in writing within twenty-four (24) hours of a discharge, and forty-eight (48) hours of any other disciplinary action with the reason for the discharge or disciplinary action.

Article 12 Layoff

A. General Provisions

1. The Museum shall determine when temporary or indefinite layoffs shall occur. If, in the Museum's judgement, a layoff is necessary, staffing levels will be reduced in accordance with this Article. The Museum shall determine which classifications will be subject to layoff.
2. An indefinite layoff is defined as:
 - a. a separation from employment; or
 - b. a reduction in FTE

Furthermore, the affected employee receives no date for return to work or no date of restoration to their former FTE rate.

3. A temporary layoff is one for which the Museum specifies an affected employee's date for return to work of not more than 60 (sixty) calendar days after the effective date.
5. The terms of this Article shall not apply to new employees during their trial period.
6. A break-in-service is any separation from employment status.
7. Seniority rights created by the article exist only to the extent expressed herein. Seniority, as used in the article, only serves as a qualification for benefits expressly provided for in this Agreement and for no other purpose.

B. Indefinite Layoff

If the Museum determines that an indefinite layoff shall occur, it shall be implemented in accordance with the provisions of this Section.

1. Alternatives to Layoff: When operationally feasible, the Museum shall avoid an indefinite layoff, or ease its impact, by implementing the following alternatives:
 - a. call off Temporary/Seasonal staff within the same classification as the affected employee(s); and
 - b. offering the affected employee(s) an active vacant position, if any, within the bargaining unit, provided the employee is qualified for the vacant position. In the event that two or more laid off employees are qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified laid off employees.
2. **Selection for Layoff**
 - a. Criteria for consideration when determining order of layoff must include relevant skills, knowledge, or ability.
 - i. When multiple employees have the same relevant skills, knowledge, ability, and are performing equally, the least senior employee in the classification shall be laid off first.

- ii. If an employee with less seniority is to be retained, the Museum shall notify the Union in writing of the relevant skills, knowledge, or ability that supports the retention of the less senior employee as soon as practicable, but not later than when the notice of the layoff to the more senior employee goes out.
- b. For purposes of this article only, seniority is determined by the employee's most recent date of hire into a permanent position at the Museum. If two or more employees in the same classification have precisely equal seniority, the employee who submitted their application first shall be deemed more senior.
 - i. Employment prior to a break-in-service shall not be counted when calculating seniority, except that employees who were laid off in April 2020 (COVID layoff) and returned to pay status by August 31, 2020 did not experience a break-in-service for purposes of this section.
 - ii. Employees returning from layoff status as a preferential rehire, in accordance with the terms of Section D., below, do not experience a break-in-service and such time in layoff status counts towards seniority for purposes of this article, only.

3. **Notice**

- a. When MASS MoCA identifies employees to be affected by an indefinite layoff, it shall provide individual written notice of the effective date of the layoff to each affected employee of no less than 14 (fourteen) calendar days advance notice, if feasible.
- b. If less than fourteen (14) calendar days' advance notice is given, the employee shall receive pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given fourteen (14) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in FTE on the amount of time reduced only.
- c. The Museum shall provide a copy of the employee(s) layoff notice(s) to the Union and the Unit Chair within 24 (twenty-four) hours of sending out the employee(s) notice.

C. **Temporary Layoff**

If the Museum determines that a temporary layoff or temporary reduction in

time of sixty (60) calendar days or less shall occur, it shall be implemented in accordance with the provisions of this Section.

1. Alternatives to Layoff: When operationally feasible, the Museum shall avoid a temporary layoff, or ease its impact, by implementing the following alternatives:

- a. call off Temporary/Seasonal staff within the same classification as the affected employee; and
- b. temporarily reassigning the affected employee(s) to an alternative and available assignment for which the employee is qualified within the bargaining unit. In the event that two or more temporarily laid off employees are qualified to fill the alternative and available assignment, the assignment shall be offered first to the most senior of the qualified laid off employees.

2. **Selection for Layoff**

- a. Criteria for consideration when determining order of temporary layoff must include relevant skills, knowledge, ability, and documented performance.
 - i. When multiple employees have the same relevant skills, knowledge, ability, and are performing equally, the least senior employee in the classification shall be laid off first.
 - ii. If an employee with less seniority is to be retained, the Museum shall notify the Union in writing of the relevant skills, knowledge, or ability that supports the retention of the less senior employee as soon as practicable, but not later than when the notice of the layoff to the more senior employee goes out.
- b. For purposes of this article only, seniority is determined by the employee's most recent date of hire into a permanent position at the Museum. If two or more employees in the same classification have precisely equal seniority, the employee who submitted their application first shall be deemed more senior.
 - i. Employment prior to a break-in-service shall not be counted when calculating seniority, except that employees who were laid off in April 2020 (COVID layoff) and returned to pay status by August 31, 2020 did not experience a

break-in-service for purposes of this section.

- ii. Employees returning from layoff status as a preferential rehire, in accordance with the terms of Section D., below, do not experience a break-in-service and such time in layoff status counts towards seniority for purposes of this article only.

3. Notice

- a. When MASS MoCA identifies employees to be affected by a temporary layoff, it shall provide individual written notice of the effective date of the layoff to each affected employee of no less than seven (7) calendar days advance notice, if feasible.
- b. If less than seven (7) calendar days' notice is provided, the affected employee(s) shall receive pay in lieu of notice for each additional day the employee(s) would have been on pay status had the employee(s) been given seven (7) calendar days' notice. Pay in lieu of notice is provided for temporary reductions in FTE on the amount of time reduced only.
- c. If the ending date of the temporary layoff is revised and the total duration of the temporary layoff remains less than 60 (sixty) calendar days, the Museum shall give the affected employee such advance written notice as is practicable. The employee shall make every reasonable attempt to return to work on the date provided in the revised written notice and will notify the Museum if unable to do so. In such event, the Museum and the employee shall attempt to establish a mutually agreeable return date and the employee's request to postpone their return shall not be unreasonably denied.
- d. The Museum shall provide a copy of the employee(s) layoff notice(s) to the Union; and the Unit Chair within 24 (twenty-four) hours of sending out the employee(s) notice.

D. Preferential Rehire or Severance

A permanent employee who is indefinitely laid off shall be given the option to elect either:

- Preferential Rehire Rights; or
- Severance

If an election is not made, the default election shall be Severance. Election

is irrevocable.

1. **Preferential Rehire:** Employees who elect Preferential Rehire shall have rights to an active, vacant, permanent position at the Museum in accordance with the provisions of this section. At the time of layoff, employees with preferential rehire rights shall be provided with information on where to search for open positions at MASS MoCA and the process for self-identifying eligibility for preferential rehire.
 - a. Employees who are indefinitely laid off and elect to be in preferential rehire status are rehired provided:
 - i. the active vacant permanent position is in the same bargaining unit as the position from which the employee was laid off;
 - ii. the eligible employee filed a timely application for the position and, in accordance with the process and procedures as determined by the Museum, self-identified that they are eligible for preferential rehire; and
 - iii. the employee is fully qualified to perform the duties of the position.
 - b. In the event that two or more indefinitely laid off employees are qualified to fill the active, vacant permanent position, the position shall be offered first to the most senior of the qualified laid off employees.
 - c. An employee who is indefinitely laid off shall have preferential rehire status for 12 (twelve) months following the effective date of their layoff.
 - d. Employees preferentially rehired from layoff status who fail to perform satisfactorily may, at any time during their first ninety (90) days following such return, be returned to their layoff status with the remainder of their preferential rehire time available to them. For example, if an employee is permanently laid off, but six (6) months following the layoff, the employee is preferentially rehired and then subsequently returned to layoff status due to failure to perform satisfactorily, the employee has a remaining six (6) months in which to secure a position through preferential rehire.
 - e. Employees preferentially rehired shall be reinstated with their seniority intact and the period on layoff status shall count

towards that seniority. Employees that are not preferentially rehired in accordance with the terms of this article shall have a break-in-service.

2. **Severance:** Employees who elect Severance shall be paid a lump sum as follows:
 - a. Two weeks of severance pay for every full year worked, up to a maximum of six months' worth of severance pay;
 - b. Employees who have passed their trial period with less than one year of service shall be treated as though they have one full year of service; thereby, qualifying for two weeks of severance pay;
 - c. Severance payments shall be prorated by current FTE; and
 - d. The amount of severance pay owed to an employee is calculated by determining the amount of time between the employee's most recent date of hire without a break in service into a permanent position at the Museum and when the employee is laid off.
 - e. An employee who receives severance has a break-in-service.

Article 13 **New Employee Orientation**

- A. MASS MoCA shall notify the Union no less than 15 (fifteen) days in advance of any scheduled New Employee Orientations, which shall normally occur at least one time a month. This notice to the Union shall include the name, classification, and department of all new bargaining unit employees expected to attend the New Employee Orientation. If additional newly hired employees are directed to attend the New Employee Orientation after the Union is notified of the date and participants of the New Employee Orientation, MASS MoCA will provide an updated list 24-hours in advance of the scheduled New Employee Orientation.
- B. During the New Employee Orientation, the Union shall be afforded a 30 (thirty) minute pre-scheduled time frame in which to meet privately with all new bargaining unit employees who are present at the New Employee Orientation and who shall remain on without-loss-of-straight-time pay status.
- C. All new bargaining unit employees shall be required to attend a New Employee Orientation.

Article 14
No Strikes/No Lockouts

- A. During the term of this Agreement or any written extension thereof, neither the Union nor any employee shall authorize, encourage, or engage in any strike (whether economic, unfair labor practice, sympathy, or otherwise) slowdown, boycott, work stoppage, or other interference with the operations of the Employer during the term of this Agreement.
- B. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, slowdown or boycott, work stoppage, or other interference with the operations of the Employer occur, management retains the discretion to immediately discipline or discharge any employee who violates this Article. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor shall it establish any precedent.
- C. The Employer agrees that it will not lock out Employees during the term of this Agreement.

Article 15
Union Stewards

- A. MASS MoCA shall recognize one (1) Unit Chair and two (2) delegates in accordance with the terms of this Agreement. The function of these Union Stewards is to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
- B. As soon as reasonably practicable following ratification of this Agreement, the Union shall inform the HR Director of the names of the Union Stewards discussed in Section A., above. The Union shall inform the Museum of any changes to the people identified as Union Stewards under this Article.
- C. The Unit Chair and delegate(s) shall each be released in without-loss-of-straight time pay in accordance with Section D., below, for not more than four (4) hours each in any one calendar month. However, time spent in investigatory meetings (Weingarten) prompted by management and that could lead to discipline of the employee being investigated shall not be deducted from the four (4) hours each allocated to the delegates and Unit Chair.

- D. A request for release time will be made to the Union Steward's supervisor prior to the event/activity the Union Steward is seeking to be released for. Such approval shall be granted solely based on operational needs and shall not be unreasonably denied.

Article 16

Workplace Diversity

MASS MoCA Statement– Diversity, Equity, Accessibility and Inclusion

MASS MoCA embraces and practices a diverse, inclusive, and equitable workplace where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education or disability, feel valued and respected. We are committed to a nondiscriminatory approach and provide equal opportunity for employment and advancement in all of our departments and programs. We respect and value diverse life experiences and heritages and ensure that all voices are valued and heard.

We're committed to modeling diversity and inclusion for the entire arts industry of the nonprofit sector, and to maintaining an inclusive environment with equitable treatment for all.

To provide informed, authentic leadership for cultural equity, MASS MoCA strives to:

- See diversity, equity, accessibility, and inclusion as connected to our mission and critical to ensure the well-being of our staff and the arts communities we serve.
- Acknowledge and dismantle any inequities within our policies, systems, programs, and services, and continually update and report organization progress.
- Explore potential underlying, unquestioned assumptions that interfere with inclusiveness.
- Advocate for and support thinking about how systemic inequities impact our organization's work, and how best to address that in a way that is consistent with our mission.
- Practice and encourage transparent communication in all interactions.
- Lead with respect. We expect all employees to embrace this notion and to express it in workplace interactions and through everyday practices.

To help promote diversity and inclusion in our workplace:

1. All bargaining unit employees shall receive DEAI training. Such training shall occur during the employee's normal work hours, or the employee shall be paid for the time.
2. The Union may appoint one bargaining unit member to participate in the current staff DEAI Steering Committee, which shall continue to exist at least through the duration of this agreement.

Article 17

Telecommuting Procedure

A. General Conditions

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. MASS MoCA considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not others.

B. Procedures

1. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.
2. Telecommuting arrangements may be discontinued at will and at any time at the request of either the employee or the Museum. Efforts will be made to provide at least 14 (fourteen) days' notice of such change to accommodate commuting, childcare and other issues that may arise from the termination of a telecommuting arrangement.
3. An employee who is unable to complete their work assignment due to equipment failure may be required to physically return to the Museum.
4. An employee who is unable to complete their work assignments while telecommuting and cannot return to the Museum may be required to use PTO or take a leave without pay if no PTO is available.

C. Eligibility

Before entering into any telecommuting agreement, the employee and manager will evaluate the suitability of such an arrangement, considering the following areas:

1. Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to the department needs.
2. Job Responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
3. Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the telework.
4. Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

D. Telecommuting Agreements

1. If the employee and the manager agree, a telecommuting agreement will be prepared and signed by all parties.
2. Evaluation of employee performance while telecommuting may include regular interaction by phone and email between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems.

E. Ad Hoc Arrangements

1. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the Museum.
2. Temporary telecommuting arrangements may be approved for circumstances such as inclement weather or special projects. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

- F. This Article is grievable only up to Step 2 of the grievance process and may not be appealed to arbitration. Decisions to grant or deny a request will not be arbitrary or capricious.

Article 18 Museum Benefits

A. General Conditions

1. Eligible employees may participate in a number of benefits programs generally available to other eligible non-represented staff employees at the Museum.
2. Except as otherwise provided in this Article, the Museum may, at its sole discretion during the term of this Agreement, alter in any way its health and welfare programs, including its retirement plans, dental plan, life insurance and/or other benefits. Such alterations include, but are not limited to, adding new program or plan benefits, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and Museum rates of contribution, changing the carrier for established plans or programs, or changing the administrator of such plan.
3. In the event the Museum alters its health and welfare programs, retirement, dental, insurance plans, or other benefits, the alterations will apply to eligible bargaining unit employees in the same manner as they apply to other eligible non-represented staff.
4. Employees share of costs for healthcare premiums and retirement contributions, and costs for plans to which the Museum does not contribute, are to be paid by employees, normally through weekly payroll deduction.

B. Medical

1. Eligible bargaining unit employees shall pay the employee's share of medical premiums, which shall be no more than 22% of the medical plan's annual cost and corresponding coverage category.
2. Employees may elect to apply up to forty (40) hours of Paid Time Off (PTO) toward the cost of the employee share of health care premiums.

C. Retirement

The Museum shall match employees' 401K contributions at the same contribution level in effect on the date of ratification.

Article 19

PTO

In accordance with the terms of the policy governing Paid Time Off, bargaining unit employees are eligible to participate in this employer-sponsored program pursuant to the terms and conditions set forth therein and as prescribed by the employer.

Article 20

Management Rights

Management of the Museum is vested exclusively in the Museum. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Museum. Except as otherwise provided in this Agreement, UAW 2110 agrees that the Museum has the right to make and implement decisions relating to areas including, but not limited to those enumerated below.

Examples of the rights reserved solely to the Museum administration and its agents and officials include, but are not limited to, the right:

1. To establish the Museum's missions, programs, objectives, activities, and priorities;
2. To determine when, where, how and under what circumstances the Museum operates;
3. To plan, supervise, direct and control the use of resources to achieve the Museum's mission, programs, objectives, activities, and priorities;
4. To determine all matters pertaining to the services provided, the exhibits displayed, performances, and the methods, procedures, means and equipment required to provide such services, exhibits, and performances;
5. To establish and administer procedures, reasonable rules, regulations, and determine the methods and means by which operations are to be carried on;
6. To determine the location(s) of operations; to suspend, discontinue or move its operations; to determine where employees shall work; or to merge or sell any portion of Museum operations;
7. To introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
8. To assign, reassign, and schedule work; change working hours and shifts with reasonable notice; to determine the need for overtime, require mandatory overtime when necessary, and avoid overtime;

9. To establish the size, composition, and qualifications of the workforce;
10. To recruit, hire, develop, train, evaluate, promote, transfer, or layoff any employees;
11. To establish, modify, combine or eliminate classifications of work, and the number of personnel required in total and on each shift;
12. To determine and change the job assignments and work tasks of employees as necessary, and to allocate and assign work within and between classifications;
13. To establish, modify, and enforce reasonable standards of performance, conduct, and attendance standards; to determine the qualifications, skills, and abilities of employees; and to determine the process by which employee performance is evaluated;
14. To use supervisory personnel to perform work as necessary for efficient operations, to assist bargaining unit personnel, or to effectively serve the public;
15. To reprimand, suspend, release, or otherwise discipline or dismiss employees for misconduct or failure to perform satisfactorily;
16. To create, consolidate, discontinue, and modify job classifications and job descriptions;
17. To maintain and amend safety standards and programs;
18. To implement changes the Museum may make to Museum-wide benefit plans (e.g., life insurance, commuter benefit) in which bargaining unit members also participate;
19. To make, establish and change reasonable rules of conduct for employees;
20. To enforce reasonable access rules and regulations.

Article 21

Temporary Additional Duties

A. General Conditions

In accordance with the provisions set forth below, a stipend shall be paid to employees who are temporarily assigned higher-level duties.

B. Stipend for Performing a *Substantial* Portion of Duties in a Higher Classification

An employee who, following supervisor approval, is temporarily assigned to perform a substantial portion of the duties of a position in a higher classification for a period of 14 (fourteen) consecutive working days or more shall receive a temporary stipend equal to \$100 per week (prorated for partial weeks) or 15% of base pay, whichever is greater, for all such hours worked in the higher classification.

C. Stipends for Performing a *Portion* of Duties in a Higher Classification

An employee who, following supervisor approval, is temporarily assigned to perform a *portion* of the duties of a position in a higher classification for a period of 14 (fourteen) consecutive working days or more shall receive a stipend equal to \$75 per week (prorated for partial weeks) or 10% of base pay, whichever is greater, for all such hours worked in the higher classification.

D. Administrative stipends are not provided for situations such as:

- a. Assignment of duties in a lower classification;
- b. Temporarily assigned to perform the full scope of lateral work that is considerably different and outside the scope of the employee's current position;
- c. Additional duties in a higher classification lasting less than 14 (fourteen) consecutive working days; or
- d. Periodic increases in work volume, when the nature/complexity of duties is at the same level.

E. An employee may decline a temporary reclassification or a temporary assignment that is outside the scope of the employee's job description.

**Article 22
Compensation**

A. Effective Date of Salary Increase

Wage increases referenced throughout this article are effective on the date indicated or at the start of the pay period following the date provided if the date indicated is not the beginning date of the pay period.

B. Wages

1. New Hire minimums only for each year of the CBA (Hourly Equivalent):

Classification	Effective 1/5/2026	Effective 1/4/2027	Effective 1/3/2028
Museum Attendant, Retail (Sales) Associates, Art & Museum Educator, Box Office Associate, Gallery Teachers, Performing Arts Fellows, Custodians	\$19.50	\$20.09	\$20.69
Lead Custodian, Lead Museum Educator Associate Retail Mgr (Lead), Assistant HVAC Tech, Lead Museum Attendants, Lead Sales Associate, Lead Box Office Associate, Lead Gallery Teacher	\$21.50	\$22.14	\$22.80
Stagehand, Landscaper, Maintenance & Construction, Mason Tender, Stage Carpenter	\$22.00	\$22.66	\$23.34
Administrative Assistant Advancement, Admin Assist, Executive Office, Performing Arts Assistant, IT Helpdesk, Finance Assistants, Executive Assistant, Program Assistant A4A, Development Administrative Associates, HR Assistants	\$23.00	\$23.69	\$24.40
Public Programs Coord, Visitor Experience Coord, Studios Residency Coord, Curatorial Assistant, Advancement Services Coordinator, Project Coordinator, Ticketing and Data Coordinator, Membership Coord, Assistant Registrar and VA Coordinator, Mason, Communications Coordinator, Special Projects Managers, Fundraising and Marketing Mgrs, Tenant Operations and Event Coordinators, Digital Services Coordinators, Marketing Associates, Project Coordinators, Digital Asset Coordinator, Education Coordinator, Special Events Coordinator, Visitor Services Coordinator	\$24.00	\$24.72	\$25.46
Preparator/Fabricators+ Workshop Managers, House Master Electrician, House Sound Engineer, AV Tech, B+G Foreman, Audio Technician, Assistant Building and Ground Engineer	\$25.00	\$25.75	\$26.52

Sr Preparator Fabricator, Maintenance Mechanic, Graphic Designers, HVAC Engineer, Technology Specialist, Finance Coord, Artist Services Mgr, Mgr Institutional Giving, Mgr History & Continuity, Development Operations Managers, Artist Services and Intern Program Directors, Senior Marketer, Communications Managers, VA Senior Registrar and Exhibition Managers, Program Manager Assets for Artists, Studios Manager, Events and Welcome Manager, Photographer/Videographer	\$25.50	\$26.27	\$27.05
Curator, Associate Directors of Education	\$31.25	\$32.19	\$33.15
Senior Curator	34.00	\$35.02	\$36.07

2. Effective January 5, 2026

- a. Employee Specific Equity Increase: MASS MoCA shall implement the equity increases listed for specific individual employees, which shall not be less than 4% (four percent). See Appendix A – Equity Increases (unpublished).
- b. All other bargaining employees not accounted for on the Equities List discussed immediately above in Section B.2.a. shall receive not less than a 4% (four percent) increase to their base pay.

3. Effective January 4, 2027

MASS MoCA shall implement a 3% across-the-board increase to employees' base rate of pay.

4. Effective January 3, 2028

MASS MoCA shall implement a 3% across-the-board increase to employees' base rate of pay.

C. Other Increases

The Museum may increase salary rates for selected classes or individuals within the bargaining unit.

D. Longevity Increase

1. Effective January 1, 2026, employees who complete 10 consecutive years of service, without a break in service, shall receive a single, one-time 2% base-building increase.
2. For employees who have already surpassed 10 consecutive years of service as of January 1, 2026, the 2% increase shall be applied within thirty (30) days of January 1, 2026.
3. For employees who reach their 10-year anniversary on or after January 1, 2026, the 2% increase shall be applied within thirty (30) days of the employee's 10-year anniversary date.
4. This longevity increase is granted once only, is not recurring, and no additional longevity increases shall be provided for service beyond the 10-year milestone.

Article 23 Work Rules

A. General Provisions

1. The Museum has the right to promulgate, supplement, alter, modify, amend, and rescind, work rules. For the purposes of this Article, work rules are defined as rules promulgated by the Museum which regulate employees relative to and affecting their employment. Work rules may be implemented only for reasons of bona-fide business and/or health and safety necessity.
2. For the purpose of general definition under this article, work rules shall be understood to mean rules governing work determined by the Museum to be required for the purpose of ensuring the orderly and efficient operation of the Museum and for ensuring the health and safety of employees and others. Work rules promulgated by the Museum shall be consistent with the provisions of this Agreement

B. Application and Grievability

1. In the event the Museum's enforcement/application of its work rules is inconsistent with any portion of this article, a grievance may be filed in accordance with the provisions of Article 10 – Grievance and Arbitration.
2. In the event the application of a work rule is appealed to arbitration, the Arbitrator shall have no authority to newly fashion or to modify the work rule, although the Arbitrator may consider the reasonableness of the grieved work rule when rendering their decision and related remedy.

Article 24
Job Posting, Job Transfer, and Promotion

A. Job Posting

Notice of vacancies within the bargaining unit shall be posted on the Museum's "Current Job Openings" page for at least seven (7) calendar days. Postings shall specify bargaining unit status and shall include job title, minimum salary, schedule of hours, and a short description of responsibilities and qualifications.

B. Job Transfers

Employees shall be eligible to apply for transfer to other Museum positions for which they qualify. Where skill, ability, and experience (both life experience in a creative environment and education) are equal, qualified internal applicants shall be given preference before outside applicants.

C. Promotion

Employees who transfer to other Museum positions in a higher classification for which they qualify shall receive a minimum 10% increase from their prior position. A higher classification is defined as a position with a higher classification minimum than their current classification's minimum and as listed in Article 22 – Compensation, B.1.

Article 25
Cell Phone Stipend

A. General Provisions

1. Employees required to use their personal cell phone to conduct Museum-related work will receive a monthly stipend.
2. Employees subject to this article are responsible for their personal cellular phone, equipment, and Vendor's terms and conditions, including but not limited to: plan choices, service features, calling areas, termination clauses, and paying all charges associated with the cellular service and device. If the employee obtains or currently has a plan that exceeds the monthly stipend, MASS MoCA will not be liable for the cost difference.
3. The Associate Director of HR is responsible for determining the eligibility of an employee to receive a cell phone stipend based on job responsibilities.
4. Associate Director of HR-approval for a cell-phone stipend shall be provided in writing to the employee.

5. The employee must retain an active cell phone contract if the cell phone stipend is being paid.
6. The employee must provide the Museum with their current cell phone number and immediately notify the Museum if the number changes.
7. Employees receiving a cell phone stipend are expected to carry the cell phone on their person during all working hours.

B. Eligibility

An employee is eligible to receive a stipend for use of their personal cell phone if the position requires the employees to obtain their own cell phone and service contract to perform the functions and duties of the employee's job, as determined by the Associate Director of HR.

C. Cell Phone Stipend

1. An employee who is eligible to receive a cell-phone stipend under the terms of this article shall be provided with a \$30 non-taxable (to the extent allowed by law) monthly allowance.
2. The stipend payment will begin within 14 (fourteen) calendar days of an employee receiving written notice from the Associate Director of HR that they are eligible for the cell phone stipend.

D. Cancellation of Personal Cell Phone Stipend

1. A cell phone stipend will immediately cease to be provided if:
 - a. An employee's employment with MASS MoCA terminates;
 - b. The Associate Director of HR determines that the employee is no longer eligible for the stipend;
 - c. The eligible employee no longer has a cell phone and service plan;
or
 - d. The eligible employee uses the cell phone in any manner contrary to local, state, or federal laws or Museum policy.
2. The employee shall immediately be notified once the decision is made to cancel the employees cell phone stipend.

Article 26 Holidays

A. Straight Time Holiday Pay for Christmas and Thanksgiving Days

1. Eligibility: Employees who have hours worked at MASS MoCA over the course of the 30 days preceding the holiday are eligible to receive straight time pay for Christmas Day and Thanksgiving Day, regardless of whether the holiday was worked or not.
2. Methodology: The amount of straight time pay each employee receives shall be based on the average hours worked per shift in the four (4) weeks preceding the holiday. For example, if an employee works an average of four (4) hours per shift in the four (4) weeks preceding the holiday, then the employee will receive four (4) hours of straight time pay for the applicable holiday.
3. Holiday pay under this section is not counted to determine whether you have worked overtime hours or to calculate your overtime pay rate, although any hours worked on the holiday will be used for overtime purposes.

B. Premium Pay for Holiday Worked

Employees who are scheduled to work on any of the following designated holidays shall receive premium pay at the rate of one and one-half times (1.5x) their base rate of pay:

1. New Year's Day
2. MLK Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. 4th of July
7. Labor Day
8. Indigenous People's Day
9. Veteran's Day

Article 27
Premium Pay for Hours Worked over 10 in a Day

A. Non-Exempt Employees: Assignment of Daily Overtime

Employees must obtain permission from their immediate supervisor to work beyond their scheduled shift if not otherwise scheduled to do so.

B. Premium Pay

Nonexempt employees shall receive one and one-half (1.5x) times their regular rate of pay for hours actually worked that exceed ten (10) hours in a day.

Article 28
Probationary/Trial Period

- A. Upon hire or rehire, employees shall serve a trial/probationary period of 90 (ninety) days following their initial hire or rehire.
- B. The Museum may extend an employee's probationary period by an additional thirty (30) days, provided the Museum notifies the Union and the employee of the extension and justification in writing before the expiration of the initial 90 (ninety) day period.
- C. During an employee's trial/probationary period or any extension thereof, an employee may be released from employment at the sole discretion of the Museum without recourse to the grievance or arbitration procedures of this Agreement.

Article 29
Duration

The terms and conditions of this Agreement shall remain in full force and effective commencing at 12:00am on December 18, 2025, and shall terminate at 11:59pm on November 30, 2028.

Article 30
Non-discrimination

MASS MoCA is committed to an inclusive work environment with respect for difference and a dedication to fairness; MASS MoCA recognizes that proactive efforts are required to ensure the staff's well-being in this regard. Employees shall not be discriminated against on the basis of race, color, religion, creed, national or ethnic origin, ancestry, sex, gender, gender identity and expression, age, disability, pregnancy (including childbirth and related medical conditions) disability, sexual and other reproductive health choices, size, HIV status, marital or civil partnership status, sexual orientation, genetic information, predisposition or carrier status, caregiver status, military or veteran status, alienage or citizenship status, political affiliation, arrest record, union status or union activities, or any other protected characteristic as established by law.

Article 31
Information to the Union

On a recurring monthly basis, MASS MoCA shall provide the Union with the following information, in a sortable format (e.g., Excel, Google Sheet): name; email address (MASS MoCA and personal, if available); date of hire; job title; department; salary, grade (where applicable); exempt/non-exempt status; home address; home telephone number, if available; work extension, if available; date of birth, gender, if available; and ethnicity, if available, of all employees in the bargaining unit. MASS MoCA shall also include the name and date of hire of any new temporary/seasonal staff working in any bargaining unit classification on the list of information provided to the Union.

Appendix A
Equity Adjustments (unpublished)

Appendix B
Dues Authorization Form

Please go to the following link:

<https://actionnetwork.org/forms/mass-moca-union-dues-authorization>

Appendix C

Authorization for Assignment and Checkoff of Contributions to UAW V-CAP



Authorization for Assignment and checkoff of Contributions to UAW V-CAP

Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.

To: Local 2110 UAW

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one):

☐ \$1.00 ☐ \$3.00 ☐ \$5.00 ☐ Other \$ _____

each and every week. I hereby authorize and direct you to deduct such amounts from my pay and remit same to UAW V-CAP at such times and in such manner as may be agreed between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with Legal Services for New York City, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that the monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fundraising effort by the UAW and the AFL-CIO. Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

I also understand that the guidelines for contributions to UAW V-CAP set forth are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or any decision not to contribute.

UAW Region: 9A

Local Union: 2110

Name (Print) _____ SS# _____

Address _____

Email _____

Home Phone _____ Mobile Phone _____

Occupation _____

Dated: _____ Signature: _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorizations from any candidate and no candidate is responsible for its activities.

Appendix D
Panel of Arbitrators

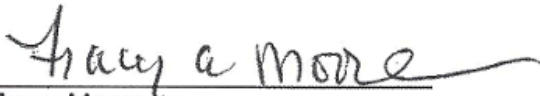
I. Panel of Arbitrators

Arbitrator	Contact Information
Richard Boulanger	https://naarb.org/business-directory/34036/boulanger-richard-g/
Dean Burrell	DLBurrell1@gmail.com (201) 396-5922 45 South Park Place #137 Morristown New Jersey 07960
Sarah Kerr Garraty	sarah.garraty@gmail.com 21 West Circle Concord, Massachusetts 01742-4916
Susan R. Meredith	sm@susanmeredith.net 200 Leeder Hill Drive, Apt. 2612 Hamden, CT 60517 (203) 640-0614

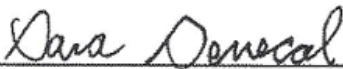
Appendix E
Complete Agreement

The negotiators of this Agreement affix their signature to this memorandum to indicate that they have respectively ratified this Collective Bargaining Agreement.

For MASS MoCA:



Tracy Moore
Deputy Director

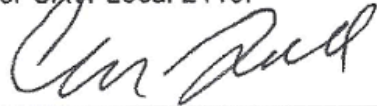


Sara Senecal
Associate Director, P&C



Jerry Vincent
MASS MoCA Negotiator

For UAW Local 2110:



Chelsea Farrell
Local 2110 Negotiator



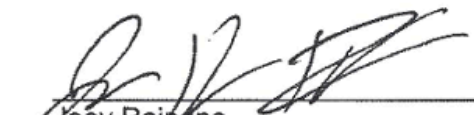
Lydia Jasper
Local 2110 Team Member



Ayla Keeney
Local 2110 Team Member



Meg Labbee
Local 2110 Team Member



Joey Rainone
Local 2110 Team Member



John Couch
Local 2110 Negotiator