

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**TECHNICAL, OFFICE AND PROFESSIONAL UNION,**  
**LOCAL 2110, UAW, AFL-CIO**  
**AND**  
**MUSEUM OF FINE ARTS, BOSTON**

**July 1, 2025–June 30, 2028**

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## **PREAMBLE**

THIS AGREEMENT is entered into as of July 1, 2025, between the Museum of Fine Arts, 465 Huntington Avenue, Boston, Massachusetts (hereinafter referred to as the “Museum”) and the Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO (hereinafter referred to as the “Union”) as the sole and exclusive bargaining representative for purposes of collective bargaining on behalf of the employees in the bargaining unit set forth in Article I, Section 1 of this Agreement.

This Agreement evidences the desire of the parties to promote and maintain good faith and harmonious relations between the Museum, its employees, and the Union as the employees’ representative.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial labor and economic relationships between the parties, to provide an orderly and peaceful means of resolving grievances, and to set forth the basic agreement between the parties covering rates of pay, wages, hours of work and other conditions of employment.

The Union, the Museum and all employees in the bargaining unit set forth in Article I, Section 1 of this Agreement are bound by all provisions of this Agreement. This Preamble shall not be subject to grievance or arbitration under this Agreement.

## **ARTICLE 1 RECOGNITION**

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-265998 and clarified by the National Labor Relations Board in Case No. 01-UC-281826 (including the parties' stipulations regarding included and excluded positions), subject to any further review by the National Labor Relations Board and/or federal courts, the Museum recognizes the Union as the exclusive collective-bargaining representative for all full-time and regular part-time professional and nonprofessional employees employed by the Employer at its 465 Huntington Ave, Boston, MA facility (collectively referred to hereinafter as "Employees"), excluding Executive Assistant to the Chief Operating Officer, Skilled Maintenance employees, managerial employees, confidential employees, Chairs, Senior Curators, Lab Heads, Executive Assistant to the Chief of LCE, Executive Assistant to the Director, Payroll Administrator (1), Benefits Coordinator, Board Relations Manager, Executive Assistant to the Chief of Staff, HRIS Analyst, Executive Assistant to the Deputy Director and CFO, Budget and Planning Financial Analyst, guards and supervisors as defined in the National Labor Relations Act.

## **ARTICLE 2 CATEGORIES OF EMPLOYMENT**

Section 1 – Full-time employees are Employees who work 35-40 hours per week.

Section 2 – Regular part-time employees are Employees who work less than 35 hours per week.

Section 3 – Temporary employees are employees who are employed for a limited duration, usually less than six (6) months, for a pre-determined time period. Temporary employees are not eligible for employee benefits and are not Employees covered by this

Agreement. The Museum will provide the Union notice of the hiring of temporary employees in accordance with Article 5, Section 2. Notwithstanding the foregoing, temporary nonprofessional employees will be considered Employees after ninety (90) consecutive days of employment and temporary professional employees will be considered Employees after six (6) consecutive months of employment.

Section 4 – The Museum and the Union will create a committee to discuss terms and conditions of employment of term Employees. This committee will consist of at least two (2) representatives of the Union and at least two (2) representatives of the Museum, which will include at least one Museum Leadership Team member. This committee will hold its first meeting within sixty (60) days of ratification of this Agreement and will meet twice each fiscal year during the term of this Agreement.

Section 5 – Term Employees. The Museum may hire one or more employees to work at the Museum for a defined period of time on a specific project(s). A “Term” employee may be hired for a minimum of six months but must not exceed a three-year period. Upon the completion of the project(s) and the end date specified in the offer letter, the term employee’s employment will end, unless:

- (i.) The employee applies for and is hired into a vacant position they are qualified for;
- (ii.) The employee is transferred or promoted into another regular position; or
- (iii.) The Museum converts the term position into a regular position.

The terms and conditions of Term Employees shall be as follows:

- (i.) Term Employees may be part-time or full time. Term employees are included in the UAW Local 2110 bargaining unit and covered by all terms of the parties’ contract.
- (ii.) The Union, the Unit Chair and the term employee being appointed will receive written notice of the position offer that will specify the duration of the term appointment,

the job title and grade, and the salary offered. In the event that a term appointment is extended, the Union and the employee will receive notice of the specific duration of the extension and the reason before the term's original end date. The Museum shall make all reasonable efforts to inform term employees and the Union of the extension three (3) months, but no less than one month, prior to the term's original end date, unless such notice is rendered impracticable by the position's funding schedule and/or the Museum and Union agree to an alternate timeline.

(iii.) A term employee who is in the final six months of their term and who is qualified for a vacant position at the Museum may apply for said position and the application shall be given priority in the review process in accordance with the CBA.

All other terms and conditions of the employment of Term Employees, including but not limited to Performance Evaluation and Hiring Process, shall be governed by the Museum's "Term Employee Policy and Procedures."

### **ARTICLE 3 UNION SECURITY**

Section 1 – All Employees shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment. The Museum's written offer of employment for positions covered by this Agreement will include hyperlinks to the Agreement and the Union's current authorization form for Union dues and agency fees, and will state that the position is covered by this Agreement and that the individual receiving the offer will be subject to the requirements set forth in this Section.

Section 2 – An Employee who fails to satisfy the requirements set forth in Section 1

above shall be discharged within thirty (30) calendar days following the Museum's receipt of written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered.

#### **ARTICLE 4 UNION DUES AND AGENCY FEE CHECKOFF**

Section 1 – The Museum agrees to deduct Union dues or agency fee from the earnings of any Employee who has executed an authorization form provided by the Union. This may be rescinded after thirty (30) days' written notice by the Employee to the Union and the Museum. Deductions will be forwarded to the Union within thirty (30) days of the end of the month. The Museum shall be relieved from making such deductions from any Employee who is not on the payroll because of an unpaid leave of absence or who is no longer employed by the Museum.

Section 2 – The Union will indemnify and hold the Museum harmless from any claims, demand, suits, actions, proceedings, or other forms of liabilities by any Employee arising out of or by reason of action taken or not taken by the Museum hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### **ARTICLE 5 INFORMATION TO THE UNION**

Section 1 – Once each calendar year, the Museum will provide the Union with a sortable, searchable list of all Employees that includes each Employee's:

- (a) Name;
- (b) Museum email address (if one is assigned to the employee);
- (c) Personal email address
- (d) Date of hire;
- (e) Job Title;
- (f) Division;
- (g) Department;
- (h) Rate of pay;
- (i) Grade;



- (j) Exempt/non-exempt status;
- (k) Category (full-time or part-time) and
- (l) Home address if on file with the Museum.

Section 2 – On a monthly basis for the eleven months following the month in which the Museum provides the Employee list above, the Museum will provide the Union a report that includes the following information:

For new hires into the bargaining unit:

Name  
Department  
Title  
Category (full-time or part-time)  
Supervisor  
Date of hire/rehire  
Action (hire or rehire)  
Rate of pay  
Grade  
Personal email address

For terminated Employees:

Name  
Department  
Title  
Category (full-time or part-time)  
Supervisor  
Date of termination

For position changes:

Name  
New Department  
New Title  
Category (full-time or part-time)  
New Supervisor  
Effective date of change  
Action (hire or rehire)  
Rate of pay  
Grade

Section 3 – The Museum shall provide notice (consisting of name and department) to the Union of new hires who will belong to the bargaining unit within 14 days of their date of hire.

## **ARTICLE 6 UNION ACCESS**

Section 1 – Union Representative(s) identified in accordance with Section 2 below may, upon request of the Union and upon reasonable notice to the Museum’s Director, Human Resources or their designee, visit the Museum’s 465 Huntington Avenue, Boston, Massachusetts facility during the Museum’s normal hours of business, excluding any time in which the Museum is on lock down, for the purpose of investigating grievances and for the purpose of ascertaining whether the provisions of the Agreement are being complied with by the Union and the Museum. Such visits will be subject to Museum security protocols and will not interfere with the operation of the Museum or the performance of the Employees’ duties. Meeting space for such visits will be arranged by an Employee subject to the Museum’s reservation policies as they may be amended by the Museum from time to time.

Section 2 – As soon as practicable, but in no event later than twenty-one (21) days after the ratification of this Agreement, the Union will furnish the Museum in writing the name of the authorized representative(s) who may visit the Museum pursuant to this Article. The Museum is only required to permit access to its facility to this authorized representative(s). The Union will immediately notify the Museum of any change in the authorized representative(s).

Section 3 – The Museum shall provide one bulletin board near the staff entrance at its facility at 465 Huntington Avenue, Boston, Massachusetts for the posting of official Union notices regarding such matters as elections, results of elections, meetings and social activities. Only Union Representatives and Union delegates are permitted to place notices on this bulletin board. The Union will not post, permit the posting of, or condone the posting of material which is inflammatory or derogatory to the Museum, its board, donors, or staff, including supervisors or managers or which is inconsistent with the Museum’s policies on anti-racism, anti-

discrimination, and harassment. The Museum reserves the right to remove from the bulletin board any material which is inflammatory or derogatory to the Museum or which violates the Museum's policies on anti-racism, anti-discrimination, and harassment. The Museum will notify the Union if it removes material from the bulletin board. Union notices shall not be posted at any other location on the Museum's premises. The bulletin board shall remain the property of the Museum.

Section 4 – Subject to the Museum's operating needs, the Museum shall release the Unit Chair and up to six (6) Union delegates without loss of pay for the purpose of investigating grievances and attending grievance meetings; provided however, that no more than two (2) of these persons will be released at any given time for this purpose. To the extent possible, Union delegates shall investigate and discuss grievances during non-working time. All such investigations during the Union delegate's working time must be conducted on the Museum premises and must not interfere with the normal job duties of any other employee.

Section 5 – Subject to the Museum's operating needs and applicable Museum policies as they may be amended by the Museum from time to time, the Unit Chair and delegates shall have reasonable access to Museum meeting space and equipment for Union business. Subject to Museum approval and applicable space reservation policies, as they may be amended by the Museum from time to time, the Union may schedule unit meetings on the premises during employee break times or before or after working hours. Such meetings will comply with Museum policies and protocols, including but not limited to those related to COVID-19, as they may be amended by the Museum from time to time.

Section 6 – Subject to the Museum's operating needs, Union delegates may hold a steward meeting once per month on work time. Delegates may also be permitted to meet with new hires for thirty (30) minutes on work time.

Section 7 – The Union may conduct up to two union membership meetings per year on release time. Each of the meetings will be split into two 1-hour sessions held at different times in order to facilitate necessary coverage. The Union shall endeavor to provide 30 days’ advance notice, but no less than two (2) weeks’ notice, prior to a membership meeting. The Museum and its managers reserve the right in their discretion to refuse to release Employees to ensure continuation of Museum operations and/or projects. The Museum and its managers, however, shall not unreasonably deny Employees’ release.

Section 8 – Under its discretion, the Museum will consider requests made by an authorized representative of the Union to grant an unpaid leave of absence of up to six (6) months to no more than one (1) employee from the Unit.

## **ARTICLE 7 MANAGEMENT RIGHTS**

Section 1 – The Union recognizes the right of the Museum to operate and manage the Museum. All rights, functions, prerogatives and discretions of the management of the Museum formerly exercised by the Museum are retained by and remain vested exclusively in the Museum, except to the extent that such rights, functions, prerogatives and discretions are specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, such rights, functions, prerogatives and discretions include, but are not limited to: all rights and prerogatives granted by applicable law; determining, planning, modifying, implementing, directing and controlling the Museum’s mission, programs, objectives, activities, exhibitions, resources and priorities; establishing, modifying, enforcing, abolishing and/or administering Museum-wide policies, procedures, rules and regulations; directing, modifying and controlling the Museum’s operations; altering, extending or discontinuing all or any portion of existing equipment, facilities and location of operations;

determining or modifying the number, qualifications, scheduling, responsibilities and assignment of Employees; establishing, maintaining, modifying and/or enforcing standards of performance, conduct, order and safety; evaluating and assessing Employees, determining the content of evaluations, and determining the processes and criteria by which Employees' performance is evaluated and assessed; establishing, maintaining, modifying and/or enforcing policies, procedures, rules and regulations related to or regarding any federal, state or local law or ordinance; disciplining or dismissing Employees; assigning Employees to work locations; scheduling hours of work; determining or modifying hours of work; establishing, maintaining, modifying or enforcing the work duties of Employees; establishing, modifying, combining or eliminating any classification, title, division, unit, operation or service or portion thereof; meeting with Employees to discuss issues of Museum or Employee concern; establishing, maintaining, modifying and/or enforcing policies, procedures, rules and regulations related to the manner in which Employees record hours of work; laying off Employees; recruiting, hiring, transferring or promoting Employees, and determining all matters relating to recruiting, hiring, transferring or promoting Employees; determining, maintaining and modifying all training requirements for Employees, including but not limited to orientation; subcontracting all or any portion of the Museum's operations; expanding and contracting the Museum and its operations and business by acquisition, sale, merger or other means; establishing or modifying the exhibition and program calendars, including holidays and holiday scheduling; introducing, modifying and/or eliminating programming, methods of exhibiting or displaying art; establishing, maintaining or modifying program and exhibit content, description, objectives and/or capacity; and exercising sole authority on all decisions involving programs and exhibitions.

Section 2 – No action taken by the Museum with respect to a management right shall be

subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Section 3 – The Museum shall also have the right to establish, alter, or amend any practices and/or “terms and conditions of employment” not specifically covered in this Agreement. The above-enumeration of rights set forth in this Article 7, Section 1 is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the Museum. No such right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the Museum and the Union.

Section 4 – All rights and waivers contained herein shall extend beyond the expiration of this Agreement until a successor agreement is reached.

## **ARTICLE 8 WORKPLACE DIVERSITY**

Section 1 – The Museum is committed to workplace diversity and shall make good faith efforts in the areas of recruitment, hiring and promotion of Employees. The Museum shall foster career development and promote a diverse workforce at all levels consistent with this commitment and applicable law.

Section 2 – The Museum shall provide cultural competency training for all staff. The Museum will determine the content, format, and frequency of this training. The Museum will endeavor to conduct training during Employees’ scheduled work hours. If the Museum cannot release a non-exempt Employee to attend training during the non-exempt Employee’s scheduled work hours, the Museum will pay the non-exempt Employee at the Employee’s regular rate of pay for time spent attending the training.

Section 3 – The Museum will include one or more Employee(s) in Museum-wide Committees related to staff engagement or cultural competency.

Section 4 – The Museum will report at least annually on Museum-wide diversity by classification. The Museum will post this report on the Museum’s intranet and the Human Resources bulletin board.

## **ARTICLE 9 NON-DISCRIMINATION**

Section 1 – The Union and the Museum shall not discriminate against or harass any Employee on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, disability, age, or veteran status, or on the basis of any characteristic protected under applicable law or Museum policy. In addition, the Union and the Museum shall not retaliate against persons who in good faith report discrimination or testify, assist or participate in any investigation, proceeding or hearing involving a complaint of discrimination.

Section 2 – The Union and the Museum shall not discriminate against any Employee on the basis of Union membership status or lack thereof or Union-related activity.

Section 3 – An Employee's claim of discrimination or harassment based on any category protected by federal, state or local law (other than union membership status or lack thereof or union-related activity) shall only be subject to arbitration under the Grievance and Arbitration Procedure set forth in Article 18 of this Agreement if the Union's demand for arbitration is submitted with a waiver mutually agreed upon by the Museum and the Union signed by the grievant in which the grievant expressly agrees to waive the grievant's (a) rights to file a claim of discrimination with a local, state or federal agency or court arising out of the allegations in the grievance, and (b) waives the grievant's rights to recover damages from a claim of discrimination filed with a local, state or federal agency or court arising out of the allegations in the grievance. Nothing herein shall prohibit the Union from arguing in the grievance or arbitration procedure that discipline or discharge is lacking in just cause due to discrimination or retaliation.



## **ARTICLE 10 NEW EMPLOYEES**

New Employees will be deemed to be on probationary status for the first ninety (90) days of their employment (excluding periods of temporary layoff, Museum shutdown, sick leave, leave of absence, or other extended periods of absence). The Museum may extend an Employee's probationary period for an additional thirty (30) calendar day period, provided the Museum notifies the Union and the Employee in writing before the expiration of the initial ninety (90) day period. During such probationary period or any extension thereof, new Employees may be disciplined, up to and including termination of their employment without recourse to the grievance and arbitration procedures of this Agreement. Upon completion of the probationary period, an Employee's seniority date shall be the Employee's date of hire.

## **ARTICLE 11 SENIORITY**

Seniority means length of service in any position at the Museum. An Employee shall acquire seniority after ninety (90) days' employment and the Employee's seniority will date from the date of employment.

## **ARTICLE 12 POSTING OF VACANCIES**

A vacancy means any full-time or regular part-time opening in a position covered by this Agreement, which the Museum determines to fill. The Museum reserves the exclusive right to determine if a vacancy exists.

Section 1 – Vacancies in all positions covered by this Agreement will be posted for a minimum of seven (7) calendar days (such posting can be made simultaneously to internal and external candidates) on the Museum's website and the applicant portal. Employees interested in a vacant position may apply to Human Resources and the application will be referred to the

interviewing manager, who will determine which applicant, if any, will be awarded the position; provided that (a) Employees shall receive preference for a vacant position over non-Employee applicants, to the extent that the present skill, knowledge and ability of the Employee applicant to perform the vacant position is equal to or greater than that of the non-Employee applicant; (b) among qualified Employee applicants, the vacant position shall be awarded to the applicant who possesses the greatest skill, knowledge and ability to presently perform the duties of the vacant position. For purposes of evaluating the relative skill, knowledge and ability of Employee applicants, the Museum may consider the relative disciplinary record and demonstrated performance of competing applicants. Where competing Employee applicants possess equal skill, knowledge and ability, seniority shall be the determining factor in who is awarded the vacant position.

Section 2 – The selected Employee may, of the Employee’s own choice, be allowed to return to the Employee’s previous job within five (5) working days without loss of seniority. During a period of five (5) working days following the transfer, the Museum may return an Employee to the Employee’s previous job with no loss of seniority if the Museum believes an Employee is unsuited for such new assignment. This Section shall apply only in cases where no replacement has been hired for or promoted into the Employee’s former position.

Section 3 – When an Employee is promoted, the Employee’s rate of pay in the new position will be the greater of the minimum for the grade of the new position or ten percent (10%) higher than the Employee’s then-current rate of pay. For the purposes of this Section only, this increase applies only when an Employee assumes a new position that is of a higher grade than that of the incumbent position.

Section 4 – Promotion and Regrading. An Employee who believes they are misclassified or under-graded may submit a written request to the Human Resources Department (“HR”) (in

addition to their manager with a copy to the Union) to conduct a reevaluation of the Employee's position, specifying the reasons for the regrading, along with any supporting materials they wish to submit. HR shall consider the request in good faith through communication and the review of all relevant documentation provided with the Employee's manager and shall issue a decision within 45 calendar days of receipt of said request.

In the event that HR approves the regrading, it shall be retroactive to the date of the request and the Employee shall receive the minimum for the new grade or a 10% increase, whichever is greater.

However, in the event that HR determines that regrading/reclassification is not warranted, the decision may not be appealed or be subject to the Grievance and Arbitration process. The Employee may submit another request following a period of at least twelve (12) months.

## **ARTICLE 13 LAYOFFS**

Section 1 – In the event the Museum determines it is necessary to reduce the number of Employees by laying off Employees, it shall provide the Union and the affected Employees two (2) weeks' advance notice of the layoff or pay in lieu of notice, at the Museum's discretion. The notice to the Union will include the names of the Employees who are to be laid off, as well as the effective date of the layoff.

Section 2 – In cases of layoff, Employees in their introductory period who are working in the affected jobs shall be laid off first without regard to their individual periods of employment. If further layoffs are required, the Employee with the least seniority working in the affected job title shall be laid off provided the remaining Employees in the affected job title have the skill, knowledge and ability (as determined by the Museum) to perform the job.

Section 3 – If an Employee selected for layoff has the skill, knowledge and ability to perform the essential functions of a vacant position covered by this Agreement, the vacant position shall be offered to the Employee selected for layoff before any other applicant. If two or more Employees selected for layoff have the skill, knowledge and ability to perform the essential functions of a vacant position covered by this Agreement, the vacant position shall be offered to those Employees in order of seniority before any other applicant.

Section 4 – Employees who are laid off in connection with a layoff of non-bargaining unit employees, where severance benefits are offered to non-bargaining unit employees, shall have the choice of (i) terminating their employment and accepting comparable severance benefits or (ii) accepting recall rights under Section 5 of this Article. Employees who accept severance benefits shall not be entitled to recall rights under Section 5 of this Article.

Section 5 – If the Museum posts a vacancy in a position covered by this Agreement that was subject to a layoff within the preceding twelve (12) months, persons displaced in that layoff who have the skill, knowledge and ability to perform the essential functions of the position shall be provided an offer of reinstatement to that position in the reverse order in which they were laid off (See Section 2 above for the order of layoffs). The offer of reinstatement must be in writing and accepted or rejected within seven (7) days of the offer being sent by email to the email address on file with the Museum with a copy to the Union. If reinstatement is accepted, an individual must report to work at the Museum within two weeks of the acceptance of the written reinstatement offer. Upon reinstatement, such person shall be paid at no less than the rate at which the person was paid when the person was laid off, adjusted for any general wage increases, and shall recoup their seniority for purposes of accrual of benefits. Notwithstanding the forgoing, if a person is reinstated to a position that has a lower rate of pay than the position the person held at the time of the layoff, that person shall be paid at the rate of pay for the position the person was reinstated to even if it is a lower rate than the person was paid at the time of the layoff.

## **ARTICLE 14 HOURS OF WORK**

Section 1 – The normal workweek shall be no more than 40 hours per week. The Museum reserves the right to modify the workweek or workday, including but not limited to fluctuating schedules and work from home and hybrid work arrangements, for some or all Employees at its sole discretion. The recitation of a normal workweek or workday shall not imply a guarantee of any number of hours in a workweek or a workday.

The Museum and its managers shall not unreasonably deny an Employee the ability to maintain a hybrid schedule in accordance with existing Museum policy. However, the Museum

reserves the right to amend its policy after proper notice and an opportunity to bargain is provided to the Union.

Section 2 – Overtime shall be paid to non-exempt Employees at the rate of one and one-half times an Employee's regular hourly rate of pay for all time worked in excess of forty (40) hours per workweek. The Museum may schedule mandatory overtime to meet its operating needs. No overtime shall be worked unless approved in advance. Only time worked shall be counted for purposes of determining whether an Employee is eligible for overtime pay.

Section 3 – The Museum shall fix the hours of work. A supervisor or manager shall assign Employees specific starting and ending times. For Employees with a regular fixed work schedule, e.g., every Monday through Friday 9:00 am to 5:00 pm, the Museum will endeavor to provide an Employee with a minimum of two (2) weeks' notice of a modification to that regular fixed schedule or a change to a fluctuating work schedule. The Museum will endeavor to provide advance notification of a change in schedule to Employees without a regular fixed work schedule. Employees who work on an intermittent schedule shall be paid for one-half of their scheduled tours or programs if such tour or program is canceled with less than one (1) week notice. The Museum also may schedule meal and rest periods for Employees when appropriate and consistent with the Museum's operating needs.

Section 4 – In the event an Employee is assigned additional duties because of a vacancy of a grade equal to or higher than that of the Employee which has not been filled, or due to another Employee's temporary absence of two (2) or more weeks, the Employee shall receive differential pay for each week equal to the greater of the minimum for the position the Employee is filling in for, or ten percent (10%) of the Employee's salary, beginning the first day of the Employee's assignment.

In the event an Employee is assigned additional duties because of a vacancy of a grade lower than that of the Employee which has not been filled, or due to another lower grade Employee's temporary absence, the Employee shall receive differential pay for each week equal to the greater of the minimum for the position the Employee is filling in for, or ten percent (10%) of the Employee's salary, beginning prospectively following a period of eight (8) consecutive weeks of the Employee's assignment.

## **ARTICLE 15 PERSONAL WORK**

Employees shall not be required to perform personal work, services, or errands for any individual unless such services are provided for the benefit of the Museum and in connection with the Employee's job duties. Personal work, services, or errands permitted by this Section include, but are not limited to, making reservations for employees, donors or Board Members when traveling on Museum business, providing off-site information technology support, and securing transportation for employees, Board Members and donors in connection with Museum business.

## **ARTICLE 16 DISCIPLINE AND DISCHARGE**

No Employee shall be disciplined or discharged except for just cause after the initial ninety (90)-day introductory period. The Museum will provide the Union written notice of discharge of an Employee who has completed the introductory period.

## **ARTICLE 17 PERSONNEL RECORDS**

An Employee shall have access to their official personnel record, which shall be kept in the Human Resources office. Access shall be permitted during regular business hours by appointment on an Employee's non-work time. An Employee may review their personnel record up to two (2) times in a calendar year in the presence of a representative of the Museum. Upon written request, a copy of all or part of such record shall be provided to an Employee within five (5) business days. An Employee shall have the right to place a written rebuttal statement to any document in the Employee's personnel record.



## **ARTICLE 18**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 – For the purposes of this Agreement, a grievance shall mean a complaint or dispute arising directly out of the interpretation, application, or alleged violation of a specific provision of this Agreement.

Section 2 – A grievance may be filed by the Union or an Employee (with a copy given to the Union), but a demand for arbitration may be filed only by the Union or the Museum. A grievance can be filed only on the template located at <https://s-us.chkmkt.com/?e=247145&h=0F18D78D812255C&l=en> , which will set forth the step at which the grievance is being filed, a brief description of the circumstances giving rise to the grievance, and the provision(s) of the Agreement that are alleged to have been violated. Grievances may be filed electronically or in hard copy, but must always be submitted using the agreed upon template. The Museum may file a grievance to the Union in accordance with Section 7 of this Article. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of any complaint or dispute arising directly out of the interpretation, application, or alleged violation of a specific provision of this Agreement.

Section 3 – The parties may attempt to resolve grievances informally prior to submitting them to the grievance and arbitration procedure set forth below. An Employee has the right to have a Union Representative present at each step of the grievance procedure set forth below, but nothing in this Agreement shall prevent an Employee from resolving any problem or grievance in a manner consistent with this Agreement and the law, with or without the presence of a Union representative.

Section 4 – A grievance shall be processed as follows:

Step One: The grievance shall be submitted in writing by hand, facsimile or electronic mail to the Employee's supervisor or manager or their designee within twenty (20) calendar days after the occurrence of the facts or circumstances giving rise to the grievance or after the affected Employee or the Union knew or should have known of the occurrence of those facts or circumstances. The Museum shall give a written response to the grievance within ten (10) calendar days after receipt of the grievance.

Step Two: If the grievance is not resolved at Step One, a Step Two grievance shall be submitted in writing by hand, facsimile or electronic mail to the applicable Department Head overseeing the grievant's department or their designee within ten (10) calendar days after the Museum has responded to the Step One grievance. The Museum shall give a written response to the grievance within ten (10) calendar days receipt of the grievance.

Step Three: If the grievance is not resolved at Step Two, a Step Three grievance shall be submitted in writing by hand, facsimile or electronic mail to the member of the Leadership Team to whom the Department Head or designee who heard the Step Two grievance reports or their designee within ten (10) calendar days after the Museum has responded to the Step Two grievance. The Museum shall hold a meeting to discuss the grievance within fourteen (14) calendar days receipt of the grievance. The Museum shall give a written response to the grievance within ten (10) calendar days after the review meeting.

Step Four: If the grievance is not resolved at Step Three, the Union or the Museum only shall submit the grievance to arbitration by giving written request by hand, facsimile or electronic mail to the other party and the Labor Relations Connection within thirty (30) calendar days after the Museum has responded to the Step Three grievance. Failure to so

request arbitration within the aforesaid thirty (30) calendar-day period shall constitute a waiver of the grievance unless the Union demonstrates good cause for failing to file the demand for arbitration within that 30-calendar day period. In the event the Museum and the Union are unable to agree upon an arbitrator, they shall request a list of arbitrators from the Labor Relations Connection. Such arbitrators must be members of the American Arbitration Association and the National Academy of Arbitrators. The parties will select an arbitrator in accordance with the Labor Relations Connection's Labor Arbitration Rules. Once selected, the arbitrator will hear and determine the case in accordance with the Labor Relations Connection's Labor Arbitration Rules. Copies of all correspondence concerning arbitration, except the arbitrator selection list, shall be served on the other party. The arbitration shall be held in Boston, Massachusetts unless the Museum and the Union agree in writing to hold it elsewhere. The parties may mutually agree to submit the grievance to mediation at any time prior to the initiation of arbitration or the issuance of the arbitrator's award.

#### Section 5

(a) In the absence of mutual consent of the Museum and the Union, an arbitrator may not be presented with or rule upon more than one grievance in a single arbitration.

Notwithstanding the forgoing, either the Museum or the Union may submit a class grievance to arbitration in accordance with this Article where the grievance raises a question(s) about the application or violation of a specific term of this Agreement that is common to a class of Employees. Such class grievances may be initiated at Steps One, Two, or Three at the discretion of the grieving party within twenty (20) calendar days after the occurrence of the facts or circumstances giving rise to the grievance or after the affected Employee or the Union knew or should have known of the occurrence of those facts or circumstances. It is the desire of the Museum and the Union to settle grievances at the lowest possible level. Therefore, all steps

shall be required before a grievance can proceed to arbitration unless the Museum and the Union agree otherwise in writing. The Museum and the Union agree that a grievance arising out of (i) the termination of an Employee's employment, or (ii) the Museum's denial of vacation or a leave of absence provided by this Agreement may be initiated at Steps One or Two at the Union's discretion within twenty (20) calendar days after the occurrence of the facts or circumstances giving rise to the grievance or within fifteen (15) calendar days after the affected Employee or the Union knew or should have known of the occurrence of those facts or circumstances, whichever is later. However, an alleged violation of a health or safety provision of this Agreement may be initiated at Step 3, pursuant to the same timeline requirements.

(b) Arbitration hearings shall be conducted pursuant to the Labor Relations Connection's Labor Arbitration Rules. Only the Union and the Museum or either's authorized representative may present or defend the grievance at arbitration. No Employee may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

(c) The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement.

(d) The decision and award of the arbitrator shall be final and binding upon the Museum and the Union and the employees covered hereby to the extent provided by law.

(e) The fees and expenses of the arbitrator and the hearing room shall be shared equally by the Museum and the Union. Each party is responsible for its own attorneys' fees. The arbitration shall be held in Boston, Massachusetts at the Museum unless the Museum and the Union agree in writing to hold it elsewhere. Neither party will charge the other for any costs associated with hosting the hearing at its premises.

Section 6 – Failure of any grievant to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it unless the Union demonstrates good cause for failing to meet the deadline. In the event the Museum (or the Union if the grievance is filed by the Museum) does not comply with the foregoing time limits the Union (or the Museum if the grievance was filed by the Museum) may advance the grievance to the next step in accordance with the applicable time limits. Time is of the essence, but any time limits in this Article can be modified or waived by the written agreement of the Museum and the Union.

Section 7 – A grievance initiated by the Museum alleging a violation of the Agreement by the Union shall be presented in writing to and discussed with the President of the Union or the President’s designee. A demand for arbitration for such a grievance may also be made in accordance with Section 4, Step 4 of this Article.

Section 8 – All time periods in this Article are measured in calendar days. However, in the case of any time period in this Article that is seven (7) days or less, Saturdays, Sundays and/or holidays recognized by the Museum will not be counted. If the final day of any time period in this Article falls on a Saturday, Sunday or holiday recognized by the Museum, the final day of the time period shall be the next day on which the Museum’s administrative offices are open for business.

## **ARTICLE 19**

### **NO STRIKE AND NO LOCKOUT**

Section 1 – During the term of this Agreement, or any renewal or extension thereof, neither the Union, its members, nor any Employee, concertedly or individually shall authorize, threaten, engage in or otherwise participate in any strike (including sympathy strike), work stoppage, slowdown, boycott, picket line, refusal to cross any picket line, or any other

interruption or interference with the work or the business of the Museum, regardless of whether there is a claim by the Union of breach of this Agreement, or violation of federal, state, or local law.

Section 2 – Any Employee who violates this Article shall be subject to immediate suspension or discharge, at the discretion of the Museum. 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. In the event an Employee is disciplined for a violation of this Article 19, the only issue that may be presented to an arbitrator is whether the Employee, in fact, engaged in conduct that violated this Article. Upon finding that such violation occurred, the arbitrator shall have no authority to review or modify the degree of discipline issued by the Museum as a consequence of such violation.

Section 3 – Each Employee who holds a position as officer of the Union occupies a position of special trust and responsibility in maintaining and ensuring compliance with the provisions of this Article. Accordingly, the Union agrees to notify all of its officers of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are Employees of the Museum) during any interruption which may be initiated by others; and their responsibility, in the event of a violation of Section 1 of this Article by other Employees, to order, direct and use every effort to encourage such Employees to cease and desist from all conduct in violation of Section 1 of this Article.

Section 4 – The Union agrees that in the event of any strike (including sympathy strike), work stoppage, slowdown, boycott, picket line, refusal to cross any picket line, or any other interruption or interference with the work or the business of the Museum at any of its locations

caused by or engaged in by persons not covered by this Agreement, the Employees covered by this Agreement will continue to report to work and discharge the duties assigned to them.

Employees who have a justified concern that their safety will be jeopardized by crossing a picket line established by persons not covered by this Agreement will not be required to cross such picket line, provided such Employees have notified the Museum of their concern.

Section 5 – During the term of this Agreement or any extension thereof, the Museum will not institute a lockout over a dispute with the Union so long as there is good faith compliance by the Union and all Employees with this Article.

## **ARTICLE 20 CONTINUITY OF MUSEUM OPERATIONS**

The parties recognize that the Museum's plans for utilization of physical properties and facilities may change. Accordingly, without waiving any rights the Union may have under the National Labor Relations Act to bargain over the effects of the Museum's decision to close or relocate its present facility or to represent employees in any relocated facility, the Union understands and agrees that the Museum, in its discretion, may decide to close any or all of its present facilities or to cease operations in any portion thereof. Nothing in this Agreement, including the recognition of the Union as bargaining agent, is intended as a guarantee, implicit or implied, that any work currently or subsequently performed at any of the Museum's facilities shall continue to be performed at that facility, nor as a guarantee or obligation of employment or to continue Museum operations or any portion thereof.

## **ARTICLE 21 LABOR MANAGEMENT COMMITTEE**

Section 1 – The Museum and the Union agree to hold Labor Management Committee meetings at least quarterly for the purpose of discussing issues of mutual interest. The

meetings will be scheduled for no less than one (1) hour and may be held in person, virtually or in a hybrid setting. To facilitate such meetings, the parties will agree upon an agenda and will identify their respective attendees at least seven (7) days prior to each meeting. Subject to its operating needs, the Museum shall make reasonable efforts to release employees scheduled to work during the time the Labor Management Committee meeting is scheduled without loss of pay. The Museum shall continue to make reasonable provisions for the safety and health of Employees. Health and safety (including necessary training) will be a standing agenda item for Labor Management Committee meetings. The Labor Management Committee also may discuss IDEA issues. In addition, effective July 1, 2025, the issue of compensatory time shall be a standing issue to discuss during the parties' Labor Management Committee meetings.

Section 2 – The Union will appoint up to four (4) representatives, which may include a Union representative from the Union and current Employees to attend the Labor Management Committee meeting. The Museum will appoint up to four (4) representatives it deems appropriate to address the agenda items for each meeting. A representative of the Museum and the Union Representative shall co-chair the meeting.

Section 3 – The Museum and the Union shall agree to conduct themselves in a collegial manner at Labor Management Committee meetings. The Labor Management Committee shall not have the independent authority to implement changes to policies and practices or to modify provisions of this Agreement.

Section 4 – The Museum's Director shall attend one Labor Management Committee meeting each calendar year.



## **ARTICLE 22 HEALTH AND SAFETY**

Section 1 – The Museum shall provide a safe and healthful workspace. In furtherance thereof, the Museum and the Union shall agree to establish a joint Health and Safety Committee comprised of at least two (2) representatives from each party. The Committee shall convene at the request of either party and/or in the event of an urgent health and safety situation. The Committee shall be promptly notified of any urgent health and safety situation affecting employees. The Museum further agrees to make available to Employees an evacuation map and instructions on the intranet and/or Teams.

Section 2 – The Museum agrees to offer MVS and Retail Employees up to \$150 for reimbursement for the purchase of ergonomic footwear every two (2) years.

Section 3 – The Museum also agrees to hold Active Threat trainings in accordance with Museum Policy #1021, included in this Agreement as Appendix A.

## **ARTICLE 23 WAGES**

Section 1 – Effective July 1, 2025, the minimum hourly rate for Employees will be \$21 per hour. Effective July 1, 2025, the Retail Supervisor and the MVS Lead will receive a \$3 differential above the minimum hourly rate.

Section 2 – Effective July 1, 2026, the minimum hourly rate for Employees shall be increased by the same amount as general increases to regular rates of pay (i.e. 4% effective July 1, 2026 and 4% effective July 1, 2027).

Section 3 – Effective July 1, 2025, the minimum rate for the pay grades applicable to Employees will be increased by three percent (3%). Effective July 1, 2025, Employees' regular rate of pay will be increased by three percent (3%) (the increase for any Employee whose hourly rate is lower than the minimum rate for the pay grade of the Employee's position will be the greater of a 3% increase to the Employee's then-current hourly rate or the minimum rate for the pay grade of the Employee's position).

Section 4 – Effective July 1, 2026, the minimum rate for the pay grades applicable to Employees will be increased by three percent (3%). Effective July 1, 2026, Employees' regular rate of pay will be increased by four percent (4%) (the increase for any Employee whose hourly rate is lower than the minimum rate for the pay grade of the Employee's position will be the greater of a 4% increase to the Employee's then-current hourly rate or the minimum rate for the pay grade of the Employee's position.).

Section 4 – Effective July 1, 2027, the minimum rate for the pay grades applicable to Employees will be increased by three and one-half percent (3.5%). Effective July 1, 2027, Employees' regular rate of pay will be increased by four percent (4%) (the increase for any Employee whose hourly rate is lower than the minimum rate for the pay grade of the Employee's

position will be the greater of a 4% increase to the Employee's then-current hourly rate or the minimum rate for the pay grade of the Employee's position.).

Section 5 – Seniority Bonus. Effective June 30, 2027, Employees with ten (10) and/or twenty (20) consecutive years of service with the Museum shall receive a two percent (2%) increase to their base salary. (E.g., 2% increase for every consecutive ten (10) years of service, up to a maximum of 4% or twenty (20) years). The increase shall take effect on the payroll cycle following the Employee's anniversary date.

## **ARTICLE 24 TRANSPORTATION BENEFITS**

Section 1 – Employees shall be eligible for transportation benefits (such as MBTA pass subsidies) on the same terms and conditions as offered on a Museum-wide basis to non-represented employees, as those terms and conditions may be amended by the Museum from time to time. Subject to the preceding sentence, effective July 1, 2022, these transportation benefits are being modified so that Employees working less than 17.5 hours per week are eligible to receive a prorated benefit of 25% of the cost of a Link Pass for subway and bus paid by the Museum.

Section 2 – Effective July 1, 2025, Employees under this Agreement will receive additional MBTA pass subsidies; subsidies shall be increased from \$125 to \$175.

Section 3 – Effective July 1, 2025, Employees under this Agreement will be offered up to \$150 per month in reimbursements who utilize public transportation (excluding MBTA services) to commute to the Museum.

To be eligible for reimbursement, Employees will be required to complete an HR form in which they identify the form of eligible public transportation, attest that they are not receiving any other transportation benefit offered by the Museum (including parking benefits), and attest that the public transportation costs submitted for reimbursement are used solely for commuting to the

Museum for the purposes of their job. Eligible forms of public transportation include Amtrak and express buses. Alternate forms of public transportation may be considered on a case-by-case basis by Human Resources Department.

## **ARTICLE 25 HOLIDAYS, SICK LEAVE, PERSONAL DAYS AND VACATION**

Employees shall be eligible for all paid holidays, sick leave, personal days and vacation on the same terms and conditions as offered on a Museum-wide basis to non-represented employees in effect on July 1, 2025; those terms and conditions, as described in Appendix B, may not be amended by the Museum during the life of this Agreement without the express, written consent from the Union. Subject to the preceding sentence, effective July 1, 2022, the waiting time to access accrued vacation time will be reduced from six (6) months to three (3) months.

Effective July 1, 2025, “Loved One” shall be added to the Museum’s existing Bereavement Leave benefits.

## **ARTICLE 26 LEAVES OF ABSENCE**

Employees shall be eligible for leaves of absence (including bereavement leave and jury duty leave) on the same terms and conditions as offered on a Museum-wide basis to non-represented employees, as those terms and conditions may be amended by the Museum from time to time.

## **ARTICLE 27 HEALTH CARE BENEFITS AND LIFE INSURANCE**

The health care benefits and plans (including medical, dental, vision, and prescription drugs) and life insurance offered on a Museum-wide basis for non-represented employees will continue during the term of the Agreement as is or as they may be changed by the Museum on a

Museum-wide basis. This includes, but is not limited to, the same plan design, premiums, contribution levels, deductibles and copays as others in the plan as shall be established and adjusted by the Museum from time to time. Subject to the preceding two sentences, effective July 1, 2022, the Museum will implement a supplemental vision plan that will provide coverage towards eyeglasses and contact lenses. This will be an optional Employee paid plan separate from the health insurance which covers routine eye exams once per year available through payroll deduction. Notwithstanding the foregoing, if the Museum changes the health care benefits and plans (including medical, dental, vision, and prescription drugs) and life insurance, the Museum will endeavor to provide coverage substantially equivalent to that in effect before the change is made. The Union agrees that changes to and administration of these health care benefits and plans and life insurance are not subject to the grievance and arbitration provisions of this Agreement, except as to the issue of whether the Museum endeavored to provide coverage substantially equivalent to that in effect before it changed the health care benefits and plans (including medical, dental, vision, and prescription drugs) or life insurance. In addition, any disputes concerning benefits eligibility or plan administration of the benefits described in this Article shall be submitted and resolved exclusively through claims procedures within the applicable plan documents, and shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 28 RETIREMENT**

The retirement benefits and plans offered on a Museum-wide basis for non-represented employees will continue during the term of the Agreement as is or as they may be changed or discontinued by the Museum on a Museum-wide basis. This includes, but is not limited to, the same plan design and contribution levels as others in the plan as shall be established and adjusted

by the Museum from time to time. The Museum will amend its retirement plan within 90 days of ratification of this Agreement to reflect the following change effective July 1, 2022: After one year of service, eligible Employees receive a 4% matching contribution from the Museum. After two years of service, eligible Employees receive an 8% matching contribution from the Museum. The Union agrees that changes to and administration of these retirement benefits and plans are not subject to the grievance and arbitration provisions of this Agreement. In addition, any disputes concerning benefits eligibility or plan administration of the benefits described in this Article shall be submitted and resolved exclusively through claims procedures within the applicable plan documents, and shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 29 LEGALITY/STABILITY OF AGREEMENT**

If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction or rendered impossible to perform by a law or regulation, such decision, law or regulation shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid or rendered impossible to perform shall remain in full force and effect and shall not be invalidated. The Parties shall meet and negotiate regarding the provision declared to be invalid or rendered impossible to perform and a replacement for it where such provision can lawfully be replaced by a substantially similar provision.

## **ARTICLE 30 NOTICE**

Except where otherwise specifically provided in this agreement, all notices required herein shall be by email or Certified Mail, Return Receipt Requested, and shall be addressed to the Museum and Union respectively as follows:

Museum of Fine Arts, Boston  
Attn: Human Resources  
465 Huntington Avenue  
Boston, MA 02115  
JOREilly@mfa.org

Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO  
Attn: President  
350 West 31<sup>st</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10001  
Local2110@2110uaw.org

## **ARTICLE 31 COMPLETE AGREEMENT**

Section 1 – This Agreement constitutes the entire agreement between the Museum and the Union. No deletion, change or amendment of any term or provision of this Agreement shall bind the Museum or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Museum and the Union.

Section 2 – The failure of the Museum or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Museum or the Union to future performance of any such term or provision, and the obligations of the Museum and the Union to such future performance shall continue in full force and effect.

**ARTICLE 32  
DURATION**

This Agreement shall go into effect on the date of its execution and shall continue in effect from its effective date until June 30, 2028, and shall thereafter automatically be renewed from year to year unless either party shall notify the other party in writing at least 60 days prior to any such expiration date that it desires to change or modify the terms thereof.

Executed on this 22 day of <sup>September</sup>~~August~~, 2025 in Boston, Massachusetts.

*Catherine Vandenberghe*

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**MUSEUM OF FINE ARTS, BOSTON**



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**TECHNICAL, OFFICE AND PROFESSIONAL UNION,  
LOCAL 2110, UAW, AFL-CIO**



## **APPENDIX A**

**To:** MFA Visitor Facing Team Members

**Policy #: 1021**

### **Active Threat Training – Visitor Facing Team Members**

Page 1 of 1

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#### **Purpose**

This policy has been established to care for the safety and security of all staff, visitors, volunteers and vendors during active threat incidents. This policy will define the MFA team members required to attend initial and refresh training as well as the frequency of renewal and process.

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#### **Policy**

All visitor facing team members (those working directly with the public) will be required to attend mandatory active threat training annually. The training is delivered in two formats, initial in-person training and refresher training online.

Initial in-person training shall be completed within the first 3 months of working on site. Once the initial training is complete, online refresher training will be required annually thereafter. The online version will also require people to successfully complete a skill assessment. As part of the on-boarding process when hired, each person will be required to complete the online version of the active threat training within the first week of working on site. This will help people obtain the basic concepts of the training until they are able to attend an in-person training date within the 3 months' time frame. The online version of the training will only be used for refresher training after the initial in-person training, with the exception listed above for new hires in their first week.

Protective Services will conduct initial in-person training quarterly and announce the dates, times and location of the training for each session, at the beginning of each fiscal year. Multiple dates and times will be available each quarter in an effort to alleviate scheduling conflicts but it is possible some conflicts will be unavoidable and people may need to attend on an unscheduled day. Non visitor facing team members are strongly encouraged to attend but not required. Electronic systems will be used to sign-up for in-person training and attendance captured and tracked.

All visitor facing team members will have one-week grace period to complete the training initial (or the online module until the next in-person class session) Those who do not complete the training as indicated above shall not be scheduled to work until the training is complete. Individuals who do not meet these requirements are subject to discipline up to and including termination.

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#### **Responsibility**

It is the responsibility of the person required to take the training, to sign-up, sign-in and attend as well as complete the online refresher training according to the requirements listed above. Additionally, the visitor facing team member must ensure they fulfill these requirements per the policy. Managers will be responsible for ensuring their direct reports are available and given the necessary time to complete the training per this policy. Managers will also be required to not schedule the team members who have not met these requirements.

It is the responsibility of Protective Services leadership to ensure the training is available and conducted according to this policy. Protective services team members are excluded from this requirement because they receive more advanced on the job training for active threats.

## **APPENDIX B**

### **HOLIDAYS**

#### **POLICY:**

The Museum observes the following holidays:

New Year's Day	January 1
Martin Luther King Day	January (third Monday)
President's Day	February (third Monday)
Patriot's Day	April (third Monday)
Memorial Day	May (last Monday)
Juneteenth	June 19
Independence Day	July 4
Labor Day	September (first Monday)
Thanksgiving Day	November (fourth Thursday)
Christmas Day	December 25

In addition to the specific holidays listed above, with management approval, employees may take three (3) additional days during the calendar year as floating holidays. These three floating holidays may be used for any day of personal significance for the employee. Some popular days to use these floating holidays include: Columbus Day/ Indigenous Peoples Day, Veterans Day, religious holidays, and the day after Thanksgiving. Floating holidays do not carry over into the next calendar year.

Holidays occurring on a Saturday will be observed on a Friday and holidays occurring on a Sunday will be observed on a Monday.

#### **ELIGIBILITY REQUIREMENTS:**

Employees must be regular full-time or regular part-time. Eligibility begins on the employee's first day of employment.

Temporary employees, on-call employees, and employees regularly scheduled to work less than 17.5 hours per week are not eligible for paid holidays.

#### **PROCEDURE:**

Employees will be paid their regularly scheduled number of hours for the day on which the holiday falls.

Part time employees receive holiday pay only for holidays that fall on a day they are regularly scheduled to work.

Non-exempt employees required to work on a holiday will receive regular pay plus time-and-one-half for the holiday worked or equivalent time off, to be taken within that same or next pay period.

Holidays that occur during a vacation are paid as holidays.

Holiday time paid but not worked is not computed as hours worked for overtime purposes.

***UNPAID HOLIDAY TIME:***

Holiday pay will not be paid under the following circumstances:

- During an approved leave of absence, FMLA leave of absence, or a medical leave of absence.
- For unexcused absence on the workday preceding or following the holiday.
- During a paid industrial accident absence.

**PERSONAL DAYS**

**PURPOSE:**

To provide compensation for employees to take paid time off for personal business.

**POLICY:**

Two paid personal days per calendar year will be granted to eligible employees to be used for personal business or appointments. Personal days may only be taken with prior approval of the department head to ensure that the operating needs of the department are met.

**ELIGIBILITY REQUIREMENTS:**

- All regularly scheduled full time employees are eligible for paid personal days.
- Eligibility begins after completion of a three-month probationary period, as described below.
- Employees under contract are governed by the terms of their contracts.

**ENTITLEMENT:**

- All eligible employees will be entitled to two personal days per calendar year, which may be taken at any time during the year.
- New or transferred employees whose date of hire/transfer date falls prior to July 1st will receive 2 personal days.

- New or transferred employees whose date of hire/transfer date falls prior to October 1st will receive 1 personal day.
- New or transferred employees whose date of hire/transfer date falls after October 1st will not receive personal days for that calendar year. Two personal days will be granted during the next calendar year at the end of the introductory period.
- Personal days must be utilized by the end of the calendar year and may not be carried over into the next year.
- Unused personal days will not be paid for at the time of termination.

## **SICK LEAVE**

### **PURPOSE:**

To protect employees against loss of income when they are absent due to personal illness.

### **POLICY:**

Sick leave will be granted to eligible employees to be used when an employee is out sick. The department head is responsible for monitoring sick leave, and verification of illness. Any employee who is absent on a regular basis shall be subject to disciplinary action, up to and including discharge.

### **ELIGIBILITY REQUIREMENTS:**

- All regularly scheduled full time and part time employees working a minimum of 17.5 hours per week are eligible for paid sick leave.
- Per the 2015 Massachusetts Sick Leave law, temporary employees and employees working under 17.5 hours/week earn one hour of sick time for every 30 hours worked.
- Sick leave accrual begins at date of hire.
- Paid sick leave is granted after completion of a three-month introductory period.
- Members of the ATC, MISU, and the UAW unions are governed by the rules of their collective bargaining agreement between the Museum of Fine Arts and the Union.

### **ENTITLEMENT:**

- All eligible full time employees will be entitled to one paid sick day per month for a total of 12 paid sick days per calendar year.
- Employees working 35 hours per week accrue 7 hours on the last pay date of the month.
- Employees working 40 hours per week accrue 8 hours on the last pay date of the month.
- All part time employees will receive ½ day per month for a total of 6 sick days per year.
- Salaried employees working part time accrue 3.5 hours on the last pay date of the month.

- Hourly employees working part time accrue 4 hours on the last pay date of the month.
- All earned sick time accrual is transferred when there are changes in employment classification via transfer or promotion.
- Unused sick days will roll over from year to year to a maximum of 130 days for full time employees and 65 days for part time.
- Sick days will not be counted as hours worked in computing overtime.
- Any illness occurring during a scheduled vacation or holiday may not be counted as sick leave.
- Sick time is not accrued during an approved leave of absence.
- The department head may require medical evidence if the employee has been out beyond 5 consecutive days. If this is a prolonged medically confirmed illness, it may require an employee to apply for a medical leave of absence.
- Employees must notify their supervisor or department head each day that they are absent due to illness, unless an agreement has been reached regarding the date of return to work.

## **VACATION**

### **POLICY:**

All vacation accrual is transferred when there are changes of employment classification via transfer or promotion.

Vacation accrual does not continue when an employee is on a paid or unpaid leave of absence. Accrual will resume upon the employee's date of return to work. Holidays occurring during vacation periods will be paid as holiday time and not vacation time.

Accrued vacation of up to 20 days may be carried over into the next calendar year. Accrued vacation in excess of 20 days will be forfeited.

Upon termination of employment all unused, accrued vacation will be paid to the employee.

### **ELIGIBILITY:**

To be eligible to accrue vacation time employees must be classified as regular full-time (35-40 hours per week) or regular part-time (minimum of 17.5 hours per week.) Temporary employees, on-call employees and employees regularly scheduled to work less than 17.5 hours per week are not eligible for paid vacation.

Vacation accrual begins at date of hire. Vacation is granted after the first three months of continuous employment.

Vacation requests must be approved by the department head and arranged to suit the requirements of the department. Whenever possible employee preferences are taken into consideration.

### **ACCRUAL:**

Vacation is accrued as follows based on continuous service:

- Exempt employees, Hourly supervisors (paid weekly), non-exempt salaried employees (paid bi-weekly) will receive a maximum of 4 weeks per calendar year
- Hourly employees (paid weekly) will receive 2 weeks per calendar year
- After 5 years of service, hourly employees will receive 3 weeks per calendar year
- After 10 years of service, hourly employees will receive 4 weeks per calendar year
- After 20 years of service, employees will receive 5 weeks per calendar year

Vacation accrual is posted per pay period (weekly or bi-weekly depending on employment classification):

<b>Vacation</b>	<b>40 Hour Week</b>	<b>Weekly Accrual</b>	<b>35 Hour Week</b>	<b>Bi-Weekly Accrual</b>
<b>2 weeks</b>	80 hours	1.54 hours	70 hours	2.69 hours
<b>3 weeks</b>	120 hours	2.31 hours	105 hours	4.04 hours
<b>4 weeks</b>	160 hours	3.08 hours	140 hours	5.38 hours
<b>5 weeks</b>	200 hours	3.85 hours	175 hours	6.73 hours

## **ADDENDUM A**

### **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter referred to as the “MOA”) is entered into as of July 1, 2025, between the Museum of Fine Arts, 465 Huntington Avenue, Boston, Massachusetts (hereinafter referred to as the “Museum”) and the Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO (hereinafter referred to as the “Union”) to modify the collective bargaining agreement between them for the term July 1, 2025 through June 30, 2028 (hereinafter referred to as the “CBA”). The purpose of this MOA is to include Studio Art Instructors in the bargaining unit covered by the CBA and to set forth provisions that govern their terms and conditions of employment, which differ in material respects from those of the other employees in the bargaining unit. Except as otherwise provided in the MOA, all terms of the CBA will apply to Studio Art Instructors. The Union and the Museum agree that Studio Life Models and Interns will continue to be excluded from the bargaining unit.

#### **Section 1**

##### **Assignment of Courses**

(a) Article 12 – Posting of Vacancies and Article 16 – Discipline and Discharge of the CBA shall not apply to Studio Art Instructors. The Museum will assign courses to Studio Art Instructors in writing in a Studio Art Instructor Agreement as soon as practicable but in no event later than forty (40) days prior to the first scheduled days of classes for the course. The Studio Art Instructor Agreement will state the term of the course and the compensation for teaching the course. Except as otherwise specifically provided in this MOA, no course assignment shall create any right, interest or expectancy in any further course assignments, including any particular course load, beyond its specific term as identified in the Studio Art Instructor Agreement provided by the Museum. The listing of a course and/or designation or identification of a particular Studio Art Instructor in the schedule of classes or an advertisement or solicitation for a course does not constitute an assignment.

(b) Nothing in this MOA shall be construed as guaranteeing that any number of courses or any particular courses will be assigned to a Studio Art Instructor, including but not limited to past assignments. The Museum retains the right to modify the program, title and/or content of a course that a Studio Art Instructor has been assigned to teach. The Museum reserves the right to cancel any course for any reason at any time, including but not limited to low enrollment.

(c) The first one hundred (100) hours taught at the Museum by a Studio Art Instructor are considered a probationary period. In no event, however, shall the probationary period be longer than the initial four classes taught. After completing the probationary period, the Museum may discharge a Studio Art Instructor during the term of their assigned course only for just cause. The Museum will provide the Union written notice of discharge of an Employee who has completed the introductory period.

(d) Each course ends at the designated end date set forth in the Studio Art Instructor Agreement. The Museum's decision whether to offer a Studio Art Instructor a subsequent course assignment after completing a course assignment offered in a Studio Art Instructor Agreement is not subject to grievance or arbitration under the CBA. Article 13 – Layoffs of the CBA does not apply to Studio Art Instructors. Further, Instructors are not eligible for employee benefits (even in the event an Instructor is assigned to two or more consecutive courses and/or employed for over six (6) months).

(e) In order to assess a Studio Art Instructor's teaching effectiveness, the Museum may observe a Studio Art Instructor's class or classes.

## **Section 2**

### **On-Call Status**

The Museum may hire Studio Art Instructors as on-call employees for a period of up to six (6) months for the purposes of providing substitute coverage for Studio Art Instructors who have been assigned to teach a course(s). There is no maximum number of times the Museum may hire a Studio Art Instructor as an on-call employee. On-call employees are not eligible for employee benefits. Article 2, Section 3 – Categories of Employment of the CBA does not apply to Studio Art Instructors hired as on-call employees.

## **Section 3**

### **Wages**

(a) Article 22 of the CBA shall generally not apply to Studio Art Instructors. Effective July 1, 2025, Studio Art Instructors will be paid \$30 per hour and a \$2 differential for instructors with eight (8) or more years of teaching service.

(b) Effective July 1, 2026, Studio Art Instructors will receive rate adjustments in accordance with Article 22, Section 5 of the parties' CBA.

(c) The cancellation pay set forth in Article 14, Section 3 – Hours of Work of the CBA does not apply to Studio Art Instructors. If a course assigned to a Studio Art Instructor is canceled with less than three (3) days' notice, the Museum will pay the Studio Art Instructor fifty percent (50%) of the compensation the Studio Art Instructor would have received for teaching the course.

(d) Article 14, Section 4 – Hours of Work does not apply to Studio Art Instructors who substitute teach for another Studio Art Instructor.

(e) Studio Art Instructors shall be compensated for 15 minutes of preparation time for each class session based on their individual hourly rate.

(f) Research Time: In the event that a Studio Art Instructor must conduct additional research for their class, the Instructor will be eligible for paid research time in accordance with the



following terms: To receive such payment, the Instructor will fill out a Google Form and submit it to their supervisor with the following information: the Instructor's name, the course(s) they are teaching that session (fall, winter, spring, or summer), and a brief (at least 400 words) overview of the research they have done for the course(s). Upon completion of the research form, the Instructor will be eligible for payment of two (2) hours of paid research time for each course they teach based on their individual hourly rate. (E.g., if an Instructor teaches two courses in the summer session, they would complete the Google Form once at the start of the term, and upon completion would be eligible for two hours of paid research time). To be eligible, the research form must be submitted by the Instructor on or before the first day of the course. In the event a course is cancelled, Instructors will still receive paid research time for research already conducted and submitted.

**BY SIGNING THIS AGREEMENT, EACH PARTY REPRESENTS THE PARTY HAS READ THE FOREGOING AGREEMENT, THAT EACH FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF SUCH AGREEMENT, AND THAT EACH IS KNOWINGLY AND VOLUNTARILY EXECUTING THE SAME.**

\_\_\_\_\_  
**Technical, Office and Professional Union,  
Local 2110, UAW, AFL-CIO**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Museum of Fine Arts, Boston**

Date: \_\_\_\_\_

July 1, 2025

Maida Rosenstein  
Director of Organizing  
Technical, Office and Professional Union  
Local 2110 UAW  
350 West 31st Street, 4th floor  
New York, NY 10001  
917.495.8492

**Re: Article 2, Section 3 Exclusions**

Dear Ms. Rosenstein:

This will confirm the parties' understanding that during the term of the parties' collective bargaining agreement in effect July 1, 2025-June 30, 2028, Article 2, Section 3 shall not apply to Teen Arts Council members, STEAM team, Curatorial Study Hall, undergraduate Interns, MFA Ambassadors, and all other temporary employees who are students *and* hired because they are students (i.e., the job description specifies their matriculation).

Further, the Museum may retain temporary, exhibition shop employees for the length of an exhibition (but not to exceed a period of six [6] months) and will not be included within the bargaining unit. Such Employees will be given priority in the review process should they apply for a permanent position within the Retail division of the Museum. The Museum will pay such Employees no less than the minimum hourly rate for a shop associate and will grant holiday pay to such temporary employees if they work on a holiday.

Very truly yours,

*Kevin T. Sharp*

Kevin T. Sharp

### Side Letter on Regrading Positions

The Museum and the Union agree that the positions reflected in the table below will be regraded as set forth in the table effective July 1, 2023.

NAME	DEPARTMENT	POSITION	CURRENT GRADE	GRADE ON 7/1/23
Adachi, Michiko	Conservation, Asian Conservation	Bettina Burr Associate Conservator, Asian Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Boyer, Linsly G	Conservation, Objects Conservation	Associate Conservator, Objects Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Chock, E Chieh	Conservation, Furniture and Frame	Andrew W. Mellon Fellow for Advanced Training, Furn. & Frame	Non-Exempt Salary.NES 8 A	Exempt Salary.ES 8
Clive-Powell, Kate E	Conservation, Textiles Conservation	Sherman Fairchild Fellow, Textile Conservation	Non-Exempt Salary.NES 8 A	Exempt Salary.ES 8
Gordon, LeeAnn Elizabeth Barnes	Conservation, Objects Conservation	Associate Conservator, Objects Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Mastandrea, William J (Bill)	Conservation, Objects Conservation	Gale R. & Henry R. Guild Fellow, Advanced Training, Objects	Non-Exempt Salary.NES 8 A	Exempt Salary.ES 8
Mayberger, Evelyn J	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 11
Newbury, Katrina H	Conservation, Paper Conservation	Saundra B. Lane Associate Conservator, Paper	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Pohl, Christie M	Conservation, Objects Conservation	Associate Conservator, Objects Conservation	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Porter, Gregory R	Conservation, Furniture and Frame	Assistant Conservator, Furniture and Frame	Exempt Salary.ES 10 A	Exempt Salary.ES 11
Ruggiero, John A	Information Technology	Collections Systems Programmer	Exempt Salary.ES 9 B	Exempt Salary.ES 10
Thompson, Joel L	Conservation, Textiles Conservation	Associate Conservator, Textiles	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Trehu, Emilie C	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 11
Tsai, Hsin-Chen	Conservation, Asian Conservation	Cornelius Van der Starr Assoc Conservator, Chinese Paintings	Exempt Salary.ES 12 A	Exempt Salary.ES 13
Wheeler, Siobhan	Registration and Collections Management	Registrar for Touring Exhibitions	Exempt Salary.ES 11 A	Exempt Salary.ES 12

The Museum and the Union agree that the positions reflected in the table below will be regraded as set forth in the table effective July 1, 2024.

NAME	DEPARTMENT	POSITION	CURRENT GRADE	GRADE ON 7/1/24
Mayberger, Evelyn J	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 12
Porter, Gregory R	Conservation, Furniture and Frame	Assistant Conservator, Furniture and Frame	Exempt Salary.ES 10 A	Exempt Salary.ES 12
Trehu, Emilie C	Conservation, Objects Conservation	Assistant Conservator, Objects	Exempt Salary.ES 10 A	Exempt Salary.ES 12

**AGREED AND ACCEPTED BY:**

MUSEUM OF FINE ARTS, BOSTON

TECHNICAL OFFICE AND PROFESSIONAL UNION, LOCAL 2110 UAW

By: \_\_\_\_\_

By:  \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 9/22/2025

### **Side Letter on Executive Assistants to New Leadership Team Positions**

The Museum and the Union agree that if a new Leadership Team position is created after ratification of the Agreement, the Museum will notify the Union if an Executive Assistant will be assigned to report to that new Leadership Team member. The Union agrees that if the Museum demonstrates the Executive Assistant will have access to confidential information as defined by the National Labor Relations Act, including confidential labor relations information shared with the Museum's Board of Trustees, the Union will not unreasonably deny a request by the Museum to exclude that Executive Assistant from the bargaining unit.