



Tentative Agreement Between

**District No. 10 of the IAMAW
Local Lodge 66**

and

Milwaukee Art Museum

High level summary of proposed changes:

A fair living wage commensurate with assigned work

- Immediate boosts in minimum pay for many positions that were below the median before negotiations started, based on salary surveys of the AAM, [AAMD](#), and [Bureau of Labor Statistics](#). (Page # 10)
- Guaranteed general wage increases in Years 2 and 3 of the contract (2.75%, 2.00%), with a guaranteed minimum raise of 55 cents in these years for all bargaining unit employees (Page # 11)
- Transparency in minimum pay rates for all bargaining unit positions (Page # 10)
- A process to handle changes in job descriptions, and to make sure the pay is commensurate with any significant or substantial changes (Page # 5)
- Reporting pay and call-in pay to ensure earnings for employees if work schedule is changed with too little notice (Page # 11)

Improved job security

- A clear and defined process for future layoffs and recalls, based on departmental seniority and ability to do the work available (Page # 5)
- A requirement of just cause for any disciplines and discharges (Page # 7)
- A clear and defined process for grievances regarding any contractual provision, including health & safety matters, layoffs, recalls, disciplines, discharges, and subcontracting (Page # 8-9)
- Limitations on subcontracting when qualified bargaining unit employees are on layoff (Page # 20)

Enhanced career development

- Notification of job vacancies to all bargaining unit employees, including transparency in job title, compensation range, schedule of hours, the job description, and the qualifications for the position (Page # 6)
- Required performance reviews that provide feedback on employee's job performance and employee growth discussions (Page #6)
- Access to personnel files, including any statements about job performance (Page# 7)
- Training and development for all employees, within their position and as development for further responsibilities (Page # 12-13)

Increased access to health insurance

- Machinist's Custom Choices Plan offers increased benefit access for all full-time, 30+ and part-time bargaining unit employees and employees the ability to choose their appropriate benefit coverage, including: (Page# 25)
 - short-term disability
 - critical illness
 - cancer insurance
 - accident plan
 - hospital indemnity
 - whole life
 - term life
 - AD&D

Fostering diversity and equity in the workplace

- Improved policies support a variety of life situations for employees
 - PTO Donation policy (Page # 14-16)

- Remote work/Work from Home (Page #12)
- A clear break policy outlined for all shift lengths (Page # 12)
- Milk expression breaks (Page #12)
- Two uniforms provided to existing employees and new employees if required for position (Page # 20)
- A contractually binding non-discrimination article, setting forth the Museum's and Union's commitment to fostering diversity and equity (Page # 2)

Stronger health and safety protections on the Job

- Labor-Management Committee meets quarterly to address issues, including health and safety (Page # 3-4)
- Safety and security policies and protocols provided to all new employees and provided to all employees if changed (Page # 3)
- Contractually obligated communication regarding painting and construction impacting employees work spaces (Page # 3)
- Museum must maintain Museum-owned vehicles and equipment (Page # 3)

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AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between the MILWAUKEE ART MUSEUM, INC., (the "Employer") and DISTRICT NO. 10, OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, (the "Union").

ARTICLE I – RECOGNITION

Section 1.1. The Milwaukee Art Museum, Inc. hereby recognizes the International Association of Machinists and Aerospace Workers, District No. 10 as the exclusive bargaining representative of all full-time and all regular part-time professional and non-professional employees employed by the Employer at its Milwaukee, Wisconsin facilities, excluding all other employees, office clerical employees, temporary employees, on-call employees, confidential employees, guards and supervisors as defined by the National Labor Relations Act.

ARTICLE II – EMPLOYEE CATEGORIES

Section 2.1. The following groups of employees are included in the bargaining unit:

Full-Time Exempt: An employee who is regularly scheduled to work at least forty (40) hours per week, is paid by an annual salary, and who has successfully completed the probationary period. Full-time exempt employees receive all legally mandated benefits and shall be eligible for all fringe benefits as provided for in this Agreement for such employees.

Full-Time Non-Exempt: An employee who is regularly scheduled to work at least forty (40) hours per week, is paid by an hourly wage rate, and who has successfully completed the probationary period. Full-time non-exempt employees receive all legally mandated benefits and shall be eligible for all fringe benefits as provided for in this Agreement for such employees.

30+: An employee who works a regular schedule of thirty (30) hours or more per week and who has successfully completed the probationary period. 30+ employees receive all legally mandated benefits and shall be eligible for all fringe benefits as provided for in this Agreement for such employees.

Part-Time: An employee hired who is regularly scheduled to work less than thirty (30) hours per week and who has successfully completed the probationary period. Part-time employees receive all legally mandated benefits and shall be eligible for all fringe benefits as provided for in this Agreement for such employees.

Section 2.2. The following positions are excluded from the bargaining unit:

Volunteers, Fellows and Unpaid Interns: Volunteers, Fellows and Unpaid Interns who perform bargaining unit work will not be used to displace bargaining unit Employees. The Employer will not keep authorized budgeted positions vacant, nor is it the intent of the Employer to initiate the reduction of the number of budgeted positions for the purpose of using volunteers/fellows/unpaid interns.

Temporary: An employee hired for a position that is defined in duration which shall not exceed one (1) consecutive one hundred and twenty (120) calendar day period in any three hundred sixty-five (365) day period beginning on the employee's initial date of hire. If an employee exceeds the one hundred and twenty (120) calendar days they shall immediately become a part-time or full-time bargaining unit employee, as applicable to the definitions set forth above. A temporary employee shall not be required to undergo a probationary period, if converted by the Museum to permanent status in the same classification. A temporary employee that changes classifications when moved to part-time or full-time bargaining unit employee shall be subject to the probationary period as set forth in Article VII.

On-Call: Employees who are available on an intermittent or on-call basis, who work five (5) or less days per calendar month, and who are not penalized for refusal of hours. The Employer shall maintain an on-call list of employees. On-call employees should be given first consideration for open part-time/full-time positions within their respective job classification/job title before external hires into the same part-time/full-time job classification/job title are made.

ARTICLE III – MANAGEMENT RIGHTS

Section 3.1. All regular and customary management rights, not expressly modified by the parties, are retained in the Employer. This includes the following rights: to determine the number, location, and types of facilities it will operate, the type of services to provide and to plan, create, direct, control and reduce or eliminate facilities or their operations; to determine the work to be performed or eliminated; to determine the means, method, processes, and work schedule necessary to perform the services; to establish and maintain work and performance standards; to introduce new procedures and to change or eliminate existing procedures; to determine the staffing of jobs by creation, revision or elimination of jobs; to discontinue temporarily or permanently in whole or in part, the conduct of its services or operations; to subcontract or transfer work; to schedule and assign the time and location of all work to be performed; to establish and require employees to observe reasonable rules and regulations; to determine the number of hours to be worked and the length of the work week; to lay off employees; to reduce work schedules and the hours of operations; to use progressive discipline for just cause; to utilize interns, volunteers, temporary and on-call employees.

Section 3.2. Nothing in this agreement shall be deemed to negate or reduce the employer's duty to bargain under Section 8(a)(5) of the National Labor Relations Act.

ARTICLE IV – NON-DISCRIMINATION

Section 4.1. The Employer and the Union agree not to discriminate against any employee or applicant for employment based upon any of the following protected characteristics: race; color; creed; sex; gender; gender identity; sexual orientation; gender expression; hairstyles associated with racial, ethnic, or cultural identities; national origin; age; religion; pregnancy/childbirth; ancestry; marital status; protected veteran or military status; physical or mental disability; medical condition; genetic information; citizenship; Union membership or activity; arrest or conviction record; use or non-use of lawful products off the Employer's premises during non-working hours or any other protected characteristics protected by federal, state, or local law.

ARTICLE V – SAFE ENVIRONMENT

Section 5.1. The Employer and the Union both recognize the need to work in a safe environment and in a safe manner. Precautions to secure the safety of the employees will be made by the Employer, and the Employees agree to comply with all safety rules and safe working practices. Employees will report any injury/illness to their supervisor as soon as they know that they have sustained an injury/illness that has a relation to their employment.

Section 5.2. An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention will receive pay at the applicable hourly rate for the balance of their regular shift that day.

Section 5.3. The Employer shall promptly notify the Shop Chair of any health and safety emergency affecting employees. Employees shall report safety concerns directly to the employees' supervisor or to the Director of Human Resources.

Section 5.4. The Employer shall provide all required health and safety training and protective equipment to employees at the Employer's expense. The Employer shall provide evacuation instructions to employees. The Employer will train newly hired employees and recalled employees, on applicable safety and security protocols as necessary. The Employer will also hold refresher courses on applicable safety and security protocols for all employees on a regular basis. Employees will be provided a copy of any job-related written safety and security protocols upon hire. All employees will be provided updated electronic or printed copies of any job-related safety and security protocols prior to the effective date of change. The Union and all employees understand and agree that these documents are confidential and cannot be shared with individuals who are not employed by the Employer unless disclosure is legally permitted.

Section 5.5. Painting and Construction: The Employer shall provide advance notice to each employee's work email address and post next to time entry workstations with notice of painting, construction or major repairs affecting employee's office and/or work area, excluding the normal construction and painting of exhibition and other public spaces. Staff shall be allowed to work in another location, with prior supervisory approval, when construction, fumes, noise, etc., are a safety concern.

Section 5.6. Ergonomics: Ergonomic considerations shall be a factor in the Employer's selection of furniture and other equipment.

Section 5.7. The Employer will keep all Employer-owned vehicles, which may be used by bargaining unit employees, in safe operating condition and well maintained.

ARTICLE VI — LABOR-MANAGEMENT COMMITTEE

Section 6.1. The Union and the Employer agree to establish a joint Labor-Management Committee that shall meet quarterly about issues of concern to the parties not pertaining to active grievances, except for Health and Safety issues, which may include discussion of active grievances on this topic. The Committee shall include no more than four (4) representatives from

either side. The Employer and the Union shall designate their own representatives to the committee, with the exception that at least one representative from the Employer shall be a member of the executive team. Topics of the Labor-Management Committee shall include, but not be limited to, diversity, inclusion, and outreach pertaining to recruitment, hiring, and promotion, and to foster career development consistent with the Employer's commitment; employee health, safety, and wellness; employee training and education; current and upcoming Museum initiatives and events; etc. The parties agree to establish a written agenda prior to the quarterly meeting to allow the parties to be prepared to address the issues of concern. Each party shall give a copy of their agenda items to the other five (5) calendar days prior to the meeting. This shall not foreclose additional items being discussed which are not on the agenda or additional meetings being scheduled by mutual agreement.

ARTICLE VII – CONTINUOUS SERVICE & SENIORITY

Section 7.1. Continuous service is defined as the employee's length of continuous service since the last date of hire by the Employer. Seniority is defined as the employee's length of service in a department since the last date of hire and/or promotion into a position within that department.

Section 7.2. All employees hired or rehired will be probationary employees for their first one hundred twenty (120) calendar days of employment. The probationary period can be extended for an additional sixty (60) calendar days provided the Employer provides notice to the Union as to the reason for extending the probationary period prior to the expiration of the initial one hundred twenty (120) day period. In no case shall the probationary period extend beyond one hundred eighty (180) calendar days. Upon completion of probation the employee's continuous service date will be the first day of actual work. Probationary employees are entitled to employer benefits the 1st of the month following the date of hire. Probationary employees may be terminated for any reason without recourse to the grievance process.

Section 7.3. Continuous service shall cease upon any one of the following circumstances:

- (i) discharge for cause; (ii) voluntary quitting; (iii) if after being laid off the employee does not return to work within seven (7) calendar days after receiving notice sent by certified mail to the last address on record with the Employer to report to work after the layoff, unless satisfactory written arrangements between the Employer and employee are made for a later return (requests of up to an additional seven (7) calendar will not be denied); (iv) failure to return to work upon the expiration of the period of an approved absence, unless an extension has been granted in writing; (v) layoff for twelve (12) consecutive months.

Section 7.4. The Shop Chair will, in the event of a layoff, head the seniority list. Their employment shall remain in effect as long as they have the capability and qualifications to perform the available work.

Section 7.5. The Employer will supply the Union with the seniority list when requested.

ARTICLE VIII – LAYOFF, RECALL & REDUCTION OF HOURS

Section 8.1. In the event of a reduction in the workforce, employees will be laid off on the basis of seniority in the Department from lowest senior to highest seniority, provided the employee retained has the skill and ability to satisfactorily perform the available work. The determination of whether the employee has the skill and ability to satisfactorily perform the available work shall be based on whether the employee has performed the available work within five (5) years prior to the layoff. Recalls will be in reverse order of layoff providing that the employee has the skill and ability, as defined above, to satisfactorily perform the available work in the Department.

Section 8.2. The Employer shall consider and give preference to a laid-off employee for any vacancy within the Employer for which the laid-off employee applies and for which they are qualified. An offer of a different job which is refused shall not eliminate the obligation to recall if the employee's previous job is restored or available. The Employer shall post all vacancies on the Museum Website.

Section 8.3. The Employer shall give five (5) calendar days notice to employees who are placed on indefinite layoff, except in cases of emergency or causes beyond the control of the Employer. The Union will simultaneously be provided with copies of such notice which will include the names of affected employees and the employee's seniority date.

Section 8.4. Prior to implementing a layoff or reduction in hours, the employees in the impacted job classification will be given the opportunity to volunteer for the layoff or reduction in hours. If there are not enough volunteers, then the layoff or reduction in hours will be in accordance with the layoff procedure above.

ARTICLE IX – JOB DESCRIPTIONS

Section 9.1. Definition: The Employer shall create and maintain job descriptions outlining in general terms typical duties, responsibilities, qualifications, and effective date for each position covered by this Agreement, copies of which shall be provided to the Union upon request.

Section 9.2. Change in Duties: If there is a significant and substantial change in duties and responsibilities of a position after the date of this Agreement, fourteen (14) calendar days advance notice of such change will be provided to the Union and the employee. The Union and Employer Representatives shall as soon as possible meet to make sure the position is in the proper classification/position title and has the appropriate rate of pay. If the parties do not agree, the Union may utilize the grievance and arbitration procedures of this Agreement.

Section 9.3. Creation of New Positions: In the event the Employer creates new positions (including grant-funded) that fall within the jurisdiction of the bargaining unit, the Union and Employer representatives shall meet as soon as possible, to negotiate the proper classification/position title and rate of pay for such newly created positions.

ARTICLE X – PERFORMANCE REVIEWS

Section 10.1. New employees will be provided with at least one performance review within the first ninety (90) days on the job. Non-probationary employees will have their performance evaluated by their direct supervisor at least once per calendar year. The purpose of the evaluation will be to review the previous year's work, review the employee's current job description, set goals for the upcoming year, and discuss professional development goals.

The yearly evaluation process is intended to be an open exchange between supervisor and employee and is an opportunity for the employee and supervisor to discuss the employee's job performance, established and upcoming goals, and the employee's overall experience at work.

Section 10.2. If an employee's job description is significantly revised, the employee will be provided with at least one review within the first ninety (90) day period following the change as an opportunity for the employee and the supervisor to provide feedback and discuss job performance.

Section 10.3. Following an evaluation meeting between the supervisor and the employee, the written performance evaluation will be included in the employee's personnel file along with any written response which the employee wishes to make. The annual employee evaluation is a tool for evaluating the employee's job performance and for the growth of the employee.

ARTICLE XI – PROMOTIONS

Section 11.1. All position vacancies shall be posted on the Museum Website, sent to each employee's work email address, and posted on the employee bulletin boards for a period of at least seven (7) calendar days prior to filling such position. Job postings shall be dated, include job title, compensation range, schedule of hours, the job description, and the qualifications for the position. In the interest of maintaining efficient Museum operations, job postings may also be posted concurrently for external candidates.

Section 11.2. In making selections, due consideration shall be given to all applicants on the basis of qualifications, experience, and ability. If qualifications, experience, and ability are relatively equal, then preference shall be given to the employee with the highest departmental seniority. However, the vacancy may be filled by an external candidate if there is no qualified internal candidate, as determined by the Employer.

Section 11.3. If an Employee is selected to fill the vacant position, the Employee shall be given a trial period of forty-five (45) calendar days at the rate of pay of the new job. If necessary, the trial period may be extended for an additional forty-five (45) calendar days by the Employer. If, at the end of the trial period, it is determined that the Employee does not have the necessary skill and ability to perform the work of the vacant position by the Employer or Employee, the Employee shall return to the Employee's previous position and previous rate of pay, provided the position has not been filled through the posting process provided in this Article.

ARTICLE XII – PERSONNEL FILES

Section 12.1. There is only one official personnel file, which shall be in the custody of the Human Resources Department. Any employee, or their certified representative with the written consent of the employee, may inspect that employee's personnel file except for documents and records excluded under Wisconsin Statute Section 103.13.

Section 12.2. An employee may read any written statement regarding their work performance or conduct if such statement is to be placed in their personnel file. Upon request, the employee will be given a copy of any such statement and shall have the right to have their written response, if any, placed in the file and attached to the document to which it refers.

The employee shall acknowledge that they have read any written statement regarding their work performance or conduct placed in their personnel file by affixing their signature on the document, with the understanding that such signature merely signifies that they have read the document but does not necessarily indicate agreement with its content. If the employee refuses to sign, the management representative shall note said refusal.

ARTICLE XIII – DISCIPLINE AND DISCHARGE

Section 13.1. Discipline or disciplinary discharge of employees shall be only for just cause.

Section 13.2. The Employer shall notify the Shop Chair and the affected employee(s) in writing within twenty-four (24) hours after a discharge and forty-eight (48) hours after any other disciplinary action.

ARTICLE XIV – UNION REPRESENTATION

Section 14.1. The Employer agrees to pay the regular wages of the Union Steward for time spent while meeting with the representative(s) of the Employer on Union business if the meeting takes place during the Union Steward's regular work hours. The Employer shall pay a single Union Steward for the time spent processing grievances if the processing takes place during the Steward's regular work hours except that wages will not be paid during collective bargaining or during arbitration hearings.

Section 14.2. The Union will furnish to the Employer a list, signed by the Shop Chair, of all the Committee members and Union Stewards. Whenever there is a change of Committee members and/or Union Stewards, the Union will give written notice (signed by the Shop Chair) of any such change to the Employer.

Section 14.3. Any duly authorized representative of the Union will have access to the public portions of the Employer's buildings or grounds during normal business hours, and with the permission of the Employer, will have access to the employees' work areas and break room during regular business hours. Permission will not be arbitrarily or unreasonably denied.

ARTICLE XV – GRIEVANCE PROCEDURE

Section 15.1. Differences between the Employer and its employees as to the meaning and/or application of provisions of this agreement will be resolved using the following steps:

Step 1: An aggrieved employee or a Union representative having a grievance will first present it to the aggrieved employee's supervisor involved within ten (10) calendar days after the employee should have knowledge of the event giving rise to the grievance.

Step 2: If the grievance is not settled within forty-eight (48) hours of its presentation to the immediate supervisor, the grievance will be reduced to writing. The written grievance will contain:

- specific contract provision violated
- all facts relating to the alleged violation
- remedies sought
- signature of employee and a Union representative

The grievance must be presented to the management representative.

Step 3: Within ten (10) calendar days of receiving the Step 2 grievance, the Employer must deliver a written report to the Union committee person and International representative or director. Within thirty (30) calendar days of such receipt, the Union may demand a Step 3 in person meeting to attempt to resolve the grievance.

Step 4: If a grievance is not resolved in Step 3, the Union may submit a written request for final and binding arbitration within thirty (30) calendar days after receiving the Employer's response to Step 2 or within thirty (30) calendar days of the Step 3 in person meeting, if such meeting occurs. The thirty (30) calendar day filing requirement may be extended by mutual agreement.

After the arbitration request either party may request a five (5) arbitrator panel from the Federal Mediation and Conciliation Service. An arbitrator will be selected by the process of striking names.

Within fourteen (14) calendar days of receipt of a panel, either party may reject the FMCS panel.

Only one (1) grievance at a time may be presented to the selected arbitrator unless other arrangements are mutually agreed to. All costs of the arbitrator, the arbitration hearing facilities and the traditional costs will be shared equally by the Employer and the Union. Each party shall bear the cost of its own witnesses, exhibits, counsel and transcript, if ordered.

Section 15.2. The arbitration will be held at the earliest possible date acceptable to the arbitrator, Union and Employer, without delay by any party.

Section 15.3. At a convenient time and place the arbitrator will review the evidence and hear testimony relative to the grievance. The arbitrator will render a written decision to both the Employer and Union which will be final and binding.

Section 15.4. The arbitrator's decision will be limited to the subject of the grievance and restricted to the interpretation of the contract. The arbitrator will neither add to, detract from nor modify the language of this Agreement in arriving at a determination.

Section 15.5. The authority of the arbitrator in discipline cases will be limited to determining whether just cause existed for the discipline imposed by the Employer, and the arbitrator's authority to make the employee whole will be limited in time and retroactivity to the day the discipline took place or the day the grievance could be filed under Step 1 of this Article.

The Employer reserves its right to terminate the Employee for just cause, subject to the grievance procedure of this agreement.

Section 15.6. Any grievance not presented or appealed within the time limits and the manner provided in this Article will be excluded from arbitration, unless there are extraordinary circumstances. The Union will have the right to automatically proceed to the next step of the grievance procedure if the Employer time limits are violated, and in these cases or grievances, the parties agree and are not prohibited from being presented in arbitration. Time limits set forth in the grievance procedure may be extended by mutual agreement.

ARTICLE XVI – WAGES & COMPENSATION

Section 16.1. Minimum Wages/Salaries: The wages listed below are the minimum to be paid for the listed positions. These wage minimums will in no way reduce an employee's hourly income/salary in the event that it is a higher pay rate prior to the signing of this contract. For the purposes of computing wages, the standard workweek runs Sunday through Saturday. Non-exempt are hourly and Exempt are salary.

Department	Job Title	Hourly	Salary	Pay Rate (\$)
Art Preparators	Preparator	\$19.11	\$39,748.80	\$19.11
Art Preparators	Lead Preparator	\$22.87	\$47,569.60	\$47,569.60
Conservation	Conservation Assistant	\$18.39	\$38,251.20	\$18.39
Conservation	Framer/Mountmaker	\$19.11	\$39,748.80	\$19.11
Conservation	Associate Conservator	\$26.92	\$55,993.60	\$55,993.60
Curatorial	Curatorial Assistant	\$18.39	\$38,251.20	\$18.39
Curatorial	Collection Manager of Works on Paper	\$23.22	\$48,297.60	\$48,297.60
Curatorial	Curatorial Department Administrator	\$21.26	\$44,220.80	\$44,220.80
Curatorial	Assistant Curator	\$23.22	\$48,297.60	\$48,297.60
Development	Officer of Stewardship and Events	\$21.76	\$45,260.80	\$45,260.80
Development	Development Officer for Membership	\$23.01	\$47,860.80	\$47,860.80
Development	Development Officer for Corporate Giving	\$25.61	\$53,268.80	\$53,268.80
Education	Education Programs Assistant (Y&F and S&T)	\$13.50	\$28,080.00	\$13.50
Education	Assistant Educator (Y&F and S&T)	\$18.57	\$38,625.60	\$38,625.60
Education	Associate Educator (Y&F and S&T)	\$21.76	\$45,260.80	\$45,260.80
Education	Educator (Y&F and S&T)	\$21.76	\$45,260.80	\$45,260.80
Education	Kohl's Art Generation Community Relations Coord	\$21.76	\$45,260.80	\$45,260.80
Education	Tour Administrator	\$15.19	\$31,595.20	\$15.19
Facilities	Facilities Assistant	\$17.31	\$36,004.80	\$17.31
Facilities	Facilities Technician	\$19.15	\$39,832.00	\$19.15
Facilities	Facilities Engineer Specialist	\$21.91	\$45,572.80	\$21.91
Facilities	Assistant Facility Engineer	\$21.91	\$45,572.80	\$21.91
Food & Beverage	Dishwasher	\$13.50	\$28,080.00	\$13.50
Food & Beverage	Line Cook/Outlet Cook/Events Cook	\$13.50	\$28,080.00	\$13.50
Food & Beverage	Cashier/Barista/Bartender	\$13.50	\$28,080.00	\$13.50
Food & Beverage	Bartender	\$13.50	\$28,080.00	\$13.50
Food & Beverage	Catering/Events Server	\$13.50	\$28,080.00	\$13.50
Food & Beverage	Captain/MOD	\$13.50	\$28,080.00	\$13.50
Food & Beverage	Set Up Technician	\$13.50	\$28,080.00	\$13.50
Food & Beverage	Set Up Supervisor	\$14.32	\$29,785.60	\$14.32
Food & Beverage	FOH Supervisor	\$14.84	\$30,867.20	\$14.84
Information Systems	Audio Visual Technician	\$13.50	\$28,080.00	\$13.50
Information Systems	Support Technician	\$18.11	\$37,668.80	\$18.11
Information Systems	Web Developer	\$23.22	\$48,297.60	\$48,297.60
Information Systems	Systems Administrator	\$27.43	\$57,054.40	\$57,054.40
Research Center	Media Archivist	\$21.06	\$43,804.80	\$21.06
Marketing	Associate Content Writer	\$19.90	\$41,392.00	\$41,392.00
Marketing	Marketing Strategist	\$26.84	\$55,827.20	\$55,827.20
Design	Design Coordinator	\$18.39	\$38,251.20	\$38,251.20
Design	Graphic Designer	\$23.49	\$48,859.20	\$48,859.20
Registrar	Rights & Reproduction Coordinator/Registrar's As	\$17.56	\$36,524.80	\$17.56
Registrar	Associate Registrar	\$23.22	\$48,297.60	\$23.22
Registrar	Associate Registrar for Exhibitions & Loans	\$23.22	\$48,297.60	\$48,297.60
Registrar	Associate Registrar/Database Administrator	\$23.22	\$48,297.60	\$48,297.60
Store	Store Associate	\$13.50	\$28,080.00	\$13.50
Store	Lead Sales Associate	\$15.19	\$31,595.20	\$15.19
Store	Receiving Supervisor	\$16.70	\$34,736.00	\$16.70
Store	Assistant Buyer	\$18.11	\$37,668.80	\$18.11
Visitor Services	Visitor Services Associate	\$13.50	\$28,080.00	\$13.50
Visitor Services	Visitor Services Floor Coordinator	\$15.19	\$31,595.20	\$15.19
Visitor Services	Office Administration Associate	\$15.19	\$31,595.20	\$15.19
Visitor Services	Visitor Services Supervisor	\$18.11	\$37,668.80	\$18.11

Year 1: Beginning 9/1/21: 2.25% increase already implemented (see LOU). If wage table minimum is higher the increase is effective upon date of ratification of Agreement.

In addition, for any Cook, Line Cook, Outlet Cook or Event Cook hired prior to July 1, 2020 the rate of pay shall be \$14.50 per hour effective upon date of ratification of Agreement. For any Cook, Line Cook, Outlet Cook or Event Cook hired on or after July 1, 2020 the rate of pay shall be paid in accordance with the wage table.

Year 2: Beginning 9/1/22: 2.75% increase in wages or \$.55/hour whichever is higher.

Year 3: Beginning 9/1/23: 2.00% increase in wages or \$.55/hour whichever is higher.

Section 16.2. Merit Increases: The Employer may grant individual compensation increases in addition to the generally applicable increases set forth above.

Section 16.3. No Reduction. No present employee shall suffer a reduction in their rate of pay through the effect of this Agreement.

Section 16.4. Temporary Transfer: If an employee is temporarily assigned by management to work in a different position, the employee will be paid at the minimum rate for the position for all hours worked in that position unless the employee's regular rate is higher. No employee shall suffer a reduction in rate of pay as a result of temporary assignment by management to a different job.

Section 16.5. Call-in pay: If an employee is called in to work outside of the Employee's regularly scheduled hours, the Employee shall work a minimum of four (4) hours or receive pay in lieu thereof at the employee's regular hourly rate.

Section 16.6. Reporting Pay: The Employer will provide notice not to report to work at least two (2) hours before an employee is scheduled to report to work. If the Employer does not do so, then the employee will be permitted to work at least four (4) hours or receive pay in lieu thereof at the employee's regular hourly rate. The employee must be available for work for the full period of time required in order to receive reporting pay. In the event the employee is scheduled to work less than four (4) hours, the employee shall work or receive pay based on the scheduled hours.

Section 16.7. Hourly Employees will be paid the premium rate one-and-one-half (1.5) times the straight time rate for all work in excess of 40 hours in a workweek. The overtime scheduling will be conducted by a Union member based upon the manpower needs required by management.

There should be no pyramiding of overtime.

Overtime will be distributed equally to qualified employees on an annual basis as far as is practicable; however, the Employer will offer all overtime opportunities first to full time employees. In the event an employee was not offered an overtime opportunity resulting in an unequal distribution of overtime, the employee will be offered the next available overtime opportunity in order to provide for equal distribution, as far as is practicable.

Section 16.8. Work From Home/Remote Work Policy: Any employee who is able to conduct all or part of their job description duties remotely (Work From Home) may do so with the approval of their supervisor.

Section 16.9. Breaks: Employees who work at least four (4), but less than seven (7) hours, shall receive one (1) paid fifteen (15) minute relief period. Employees who work seven (7) or more hours shall receive two (2) paid relief periods of fifteen (15) minutes each. Employees scheduled for eight (8) hours may take two (2) fifteen (15) minute paid breaks in addition to a thirty (30) minute unpaid lunch break. Employees scheduled for over eight (8) hours are entitled to an additional fifteen (15) minute paid break for each additional two (2) hours worked. The Employer reserves the right to schedule said relief periods within the department in order to ensure sufficient department coverage at all times.

Section 16.10. Milk Expression Breaks: The Employer shall provide nursing mothers with the time and space to express their milk during work hours. Nursing mothers will be provided with reasonable break time to express milk during work hours. The Employer shall designate a space for nursing mothers to express milk. This space shall be shielded from view, free from intrusion, and not a restroom. Employees who wish to express milk must notify Human Resources so the Employer can make appropriate arrangements.

Section 16.11. Tipping Policy. The tipping policy for the tipped classifications shall be in writing and will be agreed on by the parties.

Section 16.12. Business Costs. Food and Beverage Employees shall not be required to pay for such business costs as walk-outs, bad checks, incorrect credit card stamps, summation errors, or cash register shortages. This section does not apply to employee theft.

ARTICLE XVII – EMPLOYEE CONTINUING EDUCATION

Section 17.1. The Employer shall coordinate private employee tours for all staff on current exhibitions, during working hours.

Section 17.2. The employer may require employees to attend a seminar, training session, etc. during regularly scheduled hours of work, at which the employee will be paid for such hours at their regular rate of pay. The cost of the seminar and reasonable expenses related to it will also be paid by the Employer, subject to prior approval from management.

Section 17.3. Tuition and Professional Development: In addition to any existing customary travel, research, or education funds that may be associated with a position, for employees with at least one year of service, the Employer shall reimburse full-time employees up to of \$500 annually (up to \$350 annually for 30+ employees who are regularly scheduled for at least 30 hours each week) for seminars, training sessions, symposia, courses, tuition and/or textbooks for courses relevant to the Museum's program or operations, with the prior approval from the Department Head. If the training session, symposium or conference occurs during work time, advance approval of the Department Head is required. Courses must be taken during non-working time. For courses, submission of the receipt for tuition and/or textbooks and a record of

the grade earned showing a grade of “C” or better or “pass” in a pass/fail course is required for payment. For other seminars, training sessions or symposia, submission of the receipt for payment and proof of attendance is required for payment. An employee who resigns or is terminated for cause within one year after receipt of payment under this section will be required to repay the full amount paid on the employee’s behalf through payroll withholding. The employee will be required to sign an agreement authorizing such withholding prior to being reimbursed as provided above.

ARTICLE XVIII - PAID TIME OFF (PTO)

Section 18.1. PTO Accrual: PTO is available to all full-time employees and part-time employees who work at least thirty (30) hours or more per week following completion of the probationary period. Total time worked by employees hired for full-time positions or part-time positions of at least thirty (30) hours per week will be used as a credit towards PTO eligibility. Based on the employee’s calendar year of employment, time off is earned on the first of each year, up to a maximum based on the following schedule:

During the First Year of Hire	Full-Time Employees	Part-Time Employees Working at Least 30 Hr/wk
Hire date* January 1 - March 31	96 hours	72 hours
Hire date* April 1 - June 30	64 hours	48 hours
Hire date* July 1 - September 30	32 hours	24 hours
Hire date* October 1 -December 31	0 hours	0 hours
During Subsequent Calendar Years	Full-Time Employees	Part-Time Employees Working at Least 30 Hr/wk
After 1 calendar year	128 hours	96 hours
After 5 calendar years	168 hours	126 hours
After 10 calendar years	208 hours	156 hours

All PTO is “subtracted” as it is used, thus PTO time that is used is deducted from your earned total for the year. PTO accrues at a rate of one-twelfth of (1/12) an employee's calendar year entitlement per month (e.g., an employee eligible for one hundred and twenty-eight (128) hours of PTO in a calendar year will have accrued thirty-two (32) hours [three-twelfths (3/12) of one hundred and twenty-eight (128) hours] as of March of that calendar year).

Upon separation of employment, eligible full-time employees and eligible part-time employees who work 30 or more hours/week will be paid for accrued but unused PTO that has been earned through the last day of work, except in the following circumstances:

1. Upon resignation or retirement, if sufficient advance written notice is not provided;

2. Upon resignation or retirement, if the employee fails to adequately perform or work after giving notice of resignation or retirement; or
3. Upon termination for cause.

Eligible employees who have used more PTO than earned through the last day of work, will have it deducted from the final paycheck.

Section 18.2. Notification and Scheduling: All time off requests under this benefit must be approved by the employee's supervisor. All employees may take PTO in hourly increments.

Section 18.3. Rate of Pay: All PTO is paid at the normal rate of pay at the time of the absence.

Section 18.4. Accrual of PTO: All paid hours shall be considered as days or hours worked for the purposes of accruing an employee's paid time off (PTO).

Section 18.5. Carryover: Unused PTO may be carried into the following year up to a maximum accrual of forty (40) hours. All hours over forty (40) will be forfeited at the end of the calendar year.

Section 18.6. No Work During PTO: Once a request for PTO has been approved by the Employer, the PTO dates shall not be changed unless by mutual consent of the Employer and the employee.

Section 18.7. PTO/Vacation Donation: The Parties recognize that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available PTO/Vacation. To address this need, all eligible employees will be allowed to donate PTO/Vacation time from their unused accrued balance to their co-workers in need in accordance with the provisions outlined below. PTO/Vacation Donation is strictly voluntary. The individual requesting donations will be identified only if they choose to identify themselves and no medical information or information related to the circumstances of the leave will be provided with the request.

PTO/Vacation Donation Recipient Eligibility:

1. Employees who benefit from this policy must have a situation that meets the following criteria:
 - a. The receiving employee has a serious illness or injury (such as cancer, serious accident, major surgery, heart attack, etc.) that poses a threat to life and/or requires inpatient, hospice or residential health care and the employee needs time off;
 - b. The employee is providing care for an immediate family member, parent, spouse, domestic partner, child, step-child, sibling, or other relationship in which the employee is the legal guardian or sole caretaker, who has a serious illness or injury (such as cancer, serious accident, major surgery, heart attack, etc.) that poses a threat to life and/or requires inpatient, hospice or residential health care and the employee needs time off;

In addition, the following must be true:

- a. The receiving employee has exhausted all of their paid time off (PTO/MPTO) before receiving donated PTO/Vacation under this policy.
- b. The receiving employee is not covered by or is eligible for Short-Term Disability (STD), Long-Term Disability (LTD), Worker's Compensation or other paid leave benefits when they receive the donated PTO time.
- c. The receiving employee must reasonably expect to be out on leave for no less than a total of sixty (60) calendar days, including any time that they may take with their own PTO/MPTO.

PTO/Vacation Donor Eligibility:

1. Employees who donate PTO time from their unused accrued balance must adhere to the following requirements:
 - a. Must be employed with the Employer for a minimum of one (1) year; and
 - b. Donation minimum - four (4) hours; and
 - c. Donation maximum - forty (40) hours or no more than 50% of their current accrued balance, whichever is less;
2. Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees cannot borrow against future PTO time to donate.

Process:

Employees who receive donated PTO time may receive no more than four hundred and eighty (480) hours (twelve (12) weeks) within a rolling twelve (12)-month period. Employees who are currently on an approved leave of absence cannot donate PTO time. Donated PTO cannot be "cashed out" for the equivalent dollar value of that time off.

Donations will not be reversed. By signing and submitting a Donation Form an employee is approving HR to remove the time from their PTO accrued balance. Donated vacation time may be received from multiple donors. There is no guarantee the full amount needed will be filled as the hours received is directly based on the number of hours donated. Donations are received on a first come, first give basis. Donations will be denied when the receiving employee reaches their maximum donation amount needed.

Procedure:

Employees who wish to receive donated leave time must complete a written application, including a description of the medical emergency. The application must be submitted and approved by Human Resources prior to any leave donation being permitted. Employees who wish to donate PTO time to a co-worker in need must complete a Donation of PTO Time Form. All forms should be returned to Human Resources. Approval requests for donations of PTO time must be approved by Human Resources, the employee's immediate Supervisor and a designated

Senior Leader. If the recipient employee has available and accrued PTO time in their balance, this time will be used prior to any donated PTO time. Donated PTO time may only be used for time off related to the approved request. PTO time donated that is in excess of the time off needed will be returned to the donor.

ARTICLE XIX - MEDICAL PAID TIME OFF (MPTO)

Section 19.1. Medical Paid Time Off: All full-time employees and employees working at least 30+ hours per week are eligible for Medical Paid Time Off (MPTO) after completion of their probationary period. Unused MPTO will not be paid upon separation of employment. MPTO balances are rolled over at the end of the calendar year up to the maximum provided below. Benefits (including MPTO and PTO) will continue to accrue during MPTO. MPTO accrues on a monthly basis according to the following earning schedule:

MPTO EARNING SCHEDULE

	Accrual Per Month	Maximum Accrual
Full-Time Employees	4 hours/month (Total of 48 hours/year)	480 Hours
30+ Employees	3 hours/month - (Total of 36hours/year)	360 Hours

In addition to the MPTO provided above, eligible full-time employees who do not use any MPTO in a calendar quarter will receive 4 hours added to the accrued MPTO balance at the end of the calendar quarter. Eligible 30+ employees who do not use any MPTO in a calendar quarter will receive 3 hours added to the accrued MPTO balance at the end of the calendar quarter.

Section 19.2. Rate of Pay: All MPTO is paid at the employee's normal rate of pay at the time of the absence.

Section 19.3. Accrual of MPTO: All paid hours shall be considered as days or hours worked for the purposes of accruing an employee's medical paid time off (MPTO).

Section 19.4. Use of MPTO. Medical Paid Time Off may be used at the discretion of the Employee. All employees may take MPTO in hourly increments.

ARTICLE XX - PAID HOLIDAYS

Section 20.1. All full-time employees and all 30+ employees working at least thirty (30) hours per week who have completed thirty (30) days of continuous employment and who works, or is paid, the full scheduled day before and full scheduled day after the holiday are eligible for the following paid holidays at the rate of eight (8) hours:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Memorial Day	Thanksgiving Day
Day after Thanksgiving	*One (1) floating holiday
Christmas Day	

*The one (1) floating holiday is designated annually by the Employer depending upon the year's calendar. In the posted holiday schedule, the Employer shall designate the day on which the floating holiday is to be observed for the following calendar year and shall post an appropriate notice to all Employees.

The holiday schedule will be posted by November 15th in the preceding year. If a designated holiday falls on a Saturday, the Friday before will normally be recognized as the holiday. If a designated holiday falls on a Sunday, the Monday after will normally be recognized as the holiday.

Non-exempt full-time employees required to work on any of the holidays listed, will be paid at one and a half times the regular rate of pay for all hours worked plus eight (8) hours holiday pay. Non-exempt 30+ employees who work thirty (30) hours or more per week, will be paid at one and a half times the regular rate of pay for all hours worked plus six (6) hours holiday pay. All work on holidays must be pre-approved by the employee's supervisor.

If one of the scheduled paid holidays occurs during an employee's vacation or a paid leave of absence, the employee will receive pay for the holiday in lieu of being charged for a vacation day or disability leave. If a holiday occurs while the employee is absent on an unpaid leave of absence, the employee will not be paid for the holiday.

ARTICLE XXI - OTHER LEAVES OF ABSENCE

Section 21.1. Bereavement Leave: Full-time employees and 30+ employees working at least thirty (30) hours per week who have completed the probationary period and require time off for the death, funeral or estate settlement of a member of their immediate family are eligible for a paid bereavement leave of absence. For purposes of this Article, immediate family includes: the employee's spouse or domestic partner; the employee's, or their spouse or domestic partner's, brother, sister, parent, step-parent, children, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. Eligible employees may be granted up to three (3) normally scheduled workdays off with pay (based on the employee's regular base pay). For other relatives, eligible employees may be granted time off of one paid day. Part-time employees may be granted appropriate unpaid time off as determined by the supervisor.

Approval of bereavement leave will normally occur in the absence of unusual operating requirements. Proof of relationship to the deceased and proof of attendance at the funeral may be required to obtain these benefits.

Section 21.2. Jury Duty Leave: Full time and 30+ employees will be paid their regular rate of pay while on jury duty or required court attendance for the first five (5) working days, once every two (2) years. If more than five (5) days is needed, the employee may use PTO or take unpaid leave. The amount of jury duty compensation received by an employee must be turned over to the Employer unless the employee is on unpaid leave. When an employee is excused from jury service, either temporarily or permanently, on a scheduled workday, the employee shall promptly report to work and shall complete any remaining hours of a scheduled workday, if required. If an employee does not report to work when dismissed, they will not be paid for any time that is not authorized jury or court duty. The Employer may require actual proof of jury duty service to substantiate the hours served, as well as proof of payment received for jury duty. Employees must show their jury duty summons to management as soon as possible after receipt so that management may make arrangements to accommodate the employee's absence. Either the Employer or the employee may request that the employee be excused from jury duty if, in the Employer's judgement, the employee's absence would create serious operational difficulties for the Museum.

Section 21.3. Union Leave: A member of the Union selected to participate in Union activities necessitating an unpaid leave of absence will be granted such leave upon prior written request to the Employer outlining the dates of the leave of absence and mutual agreement of the Employer and Union. Such leave cannot exceed ten (10) scheduled workdays. Such employees will be returned to work with full retention of their seniority rights and at the prevailing rate of pay at the time of their return.

Section 21.4. Unpaid personal leave of absence: Personal leaves are for extenuating circumstances (including but not limited to: exhaustion of Paid Medical and Family Leave, any matter related to Domestic Violence or Sexual Assault, to ensure the Employee's or the Employee's child's health, safety or welfare; personal crisis of a severe nature) and must be requested by the employee in writing with reasons and specific dates requested for the leave. Such leaves must be approved by the employee's supervisor and the Human Resources Director. Leave requests will be considered on a case-by-case basis. All personal leaves will be unpaid, and the employee will not accrue paid time off or medical paid time off for the duration of the leave. Personal leave may be taken in a block of time or an intermittent basis within a calendar year. The maximum time that will normally be granted for any personal leave of absence is forty (40) workdays, five (5) days per calendar week, per calendar year. Benefits will be continued during such leave, so long as the employee continues to pay the normal employee portion of each benefit, if applicable. Additional time may be granted with the approval of the Department Supervisor, Human Resources and the Museum Director up to the annual maximum.

Section 21.5. Family Medical Leave (FMLA): The Employer will comply with the provisions of the Federal and Wisconsin Family and Medical Leave Laws.

ARTICLE XXII - INSURANCE

Section 22.1. The Employer agrees to provide health, dental, vision, disability and life insurance benefits for full-time exempt, full-time non-exempt, and 30+ employees using the same benefits package offered to all other eligible Museum employees except as provided below. Employees will contribute the same amount towards the cost of coverage as the non-represented employees.

Section 22.2. Employees will be covered on the first day of the month following their date of hire.

Section 22.3. If an employee is laid off, terminated, or resigns, that employee's insurance will continue through the end of the month in which such action takes place.

Section 22.4. Plan requirements regarding participation and eligibility will govern.

Section 22.5. Recognizing the importance of continuing dialogue by the parties concerning the issue of Health and Welfare coverage, the parties agree to meet in a timely manner at the time of the annual renewal of the Benefit Plans to review changes being made in the Plan's design or in Plan premiums, if any. The parties may also discuss any alternatives in health care coverage and premiums that may be available going forward. These discussions shall not be considered a contract "reopener".

Section 22.6. The Employer will provide long term disability (LTD) insurance coverage equivalent to 60% of the employee's monthly wages/salary up to \$6,250 per month for full-time employees.

Section 22.7. The Employer will provide term life insurance coverage equivalent to one-and-one-half (1.5) times the employee's annual wage, upon the completion of the probationary period for full time and 30+ employees.

ARTICLE XXIII — RETIREMENT

Section 23.1. Employees are eligible to participate in the Museum's 403(b) plan and begin a retirement deduction on the date of hire. After one year of employment of one thousand (1,000) or more hours an employee is eligible to receive a discretionary matching contribution from the Museum. The Museum's discretionary match for bargaining unit employees will be the same as the match for non-bargaining unit employees.

Employee contributions are 100% vested.

Contributions made by the Employer vest in the following manner:

- 20% after one (1) year of service
- 40% after two (2) years of service
- 100% after three (3) years of service

ARTICLE XXIV — ADDITIONAL BENEFITS

Section 24.1. Clothing Reimbursement: The Employer will provide or reimburse Employees for all protective gear or clothing required by OSHA. The Employer will determine if the protective gear of clothing is required by law, subject to the grievance and arbitration procedures of this agreement.

The Employer will provide two new uniforms (any required piece of clothing with the Museum logo or any required standardized article, such as a specific apron) at the date of hire at no cost to the employee. Uniformed employees must also comply with the Museum's dress code for their positions.

The Employer will continue its current "Back of House" uniform policy.

Section 24.2. Milwaukee Art Museum Membership: The Employer shall provide each employee with a Milwaukee Art Museum and AAM membership.

ARTICLE XXV – MAINTENANCE OF BENEFITS

Section 25.1. The Employer may continue all practices, policies and regulations set forth in the Staff Manual and not inconsistent with the collective bargaining agreement. Where there is a conflict between provisions of the contract and the manual, the contract provision(s) shall govern.

ARTICLE XXVI – PAYMENT UPON DEATH

Section 26.1. In the event of the death of an employee, the Employer shall pay any unpaid wages and accrued and unused PTO via direct deposit to the employee's account.

ARTICLE XXVII – WORK SCHEDULES

Section 27.1. Changing Museum Hours of Operation: The Employer shall provide fourteen (14) calendar days notice, in writing, to the affected Employee(s) and the Union of permanent changes to the hours of operation of the museum that will impact bargaining unit employees' work schedules.

ARTICLE XXVIII - SUBCONTRACTING

Section 28.1. The Employer reserves the right to subcontract work as necessary for the operation of the Museum. The Employer agrees not to subcontract work when a non-probationary employee with the necessary skills and abilities, as determined by the employee's job description, is on layoff, except in emergency situations. In the event the Employer is considering contracting out work performed by bargaining unit employees that will result in the layoff of employees, the Employer will advise the Union in writing and meet with the Union to discuss upon the request of the Union.

ARTICLE XXIX - PERSONAL VEHICLES

Section 29.1. An employee required to use their own vehicle for Museum business shall be reimbursed mileage at the allowable IRS rate.

ARTICLE XXX – BULLETIN BOARDS

Section 30.1. The Museum shall provide a bulletin board for the posting of Union notices pertaining to meetings, activities and social events in either the mailroom or designated break room of each facility in which employees normally work. The Museum reserves the right to remove any notices not pertaining to meetings, activities and/or social events.

ARTICLE XXXI - DUES DEDUCTION AND UNION SECURITY

Section 31.1. Full and part time employees covered by this Agreement may join the Union and may maintain membership in the Union during the life of this Agreement.

Section 31.2. New Employee Orientation. Once a month the Shop Chair, or their designee, will have the opportunity to meet with those employees who have completed their probationary period for a maximum of twenty (20) minutes during the Shop Chair's, or the designee's, shift to discuss matters pertaining to the bargaining unit and the collective bargaining agreement.

Section 31.3. Upon the receipt of written authorization on a form provided by the Union from an employee, the Employer will deduct from the employee's pay the initiation fee and dues payable by them to the Union. The Employer will make such deductions from the first pay of the employee after receipt of authorization, and for each month thereafter, and transmit to the authorized representative of the Union the aggregate sum collected, together with an itemized statement, showing the source of each deduction. The Union will submit to the Employer immediately after signing this Agreement and annually thereafter, a statement of the amount due the Union by each employee who has authorized deductions.

Section 31.4. The Employer will allow Machinists Non-Partisan Political League (MNPL) Political Checkoffs pursuant to the MNPL Political Checkoff Authorization ("Authorization") and make such contributions as is called for under such Authorization on the least frequent basis allowable by the Authorization. The Authorization is located in Exhibit A of this Agreement.

Section 31.5. The Union agrees to indemnify and hold the Employer harmless from any action or claim arising from meeting the requirements of this Article.

ARTICLE XXXII – NO STRIKE OR LOCKOUT CLAUSE

Section 32.1. The Employer and the Union agree that during the life of the Agreement there will be no strike, lockout, or other work stoppage. The parties to this Agreement intend to provide a stabilized relationship and to insure uninterrupted operations during the life of this Agreement.

Section 32.2. No officer or representative of the Union will authorize, approve, ratify, or condone any strike or work stoppage and no employee will participate in any such activities.

Section 32.3. In the event any unauthorized strike or work stoppage occurs during the term of the Agreement, the Union will not be deemed to have violated this Article, if the following provisions are complied with:

- (1) The Union refrains from and in any way assisting, encouraging, or condoning such strike or work stoppage.
- (2) The Union, in good faith, makes every reasonable means to terminate the unauthorized strike or work stoppage immediately.
- (3) The Union promptly and in good faith declares in writing to the Employer that the strike or work stoppage is unauthorized and that employees have been directed to cease such conduct immediately.

Section 32.4. Any employee covered by this Agreement who takes part in an illegal strike or work stoppage in violation of this Article is subject to disciplinary action, including discharge. The use of the grievance procedure in the event of discipline or discharge for a strike or work stoppage will be limited to the question of whether the employee was, in fact, involved in such activity, and if such strike or work stoppage did not occur, making the employee whole as appropriate.

ARTICLE XXXIII – SUCCESSORS AND ASSIGNS

Section 33.1. This Agreement will be binding upon the parties hereto and their successors and assigns to the extent provided by law.

ARTICLE XXXIV – SAVINGS CLAUSE

Section 34.1. If any Article or Section of this Agreement be held invalid by operation of law, the remainder of this Agreement will not be affected, and the parties will enter into collective bargaining negotiations with respect to the issue involved.

ARTICLE XXXV – AMENDMENT OF CONTRACT

Section 35.1. It is understood and agreed by the parties that this contract contains all the agreements of the parties and that the same may be amended or altered only by agreement in writing signed by both parties.

ARTICLE XXXVI - COMPLETE AGREEMENT

Section 36.1. The Museum and the Union have had ample opportunity for negotiations on any subject desired and discussed all subjects that they were obligated to discuss. Each, therefore, clearly and unmistakably waives for the remainder of the term of this Agreement the right to

request the other party to bargain on any subject whether or not the subject is covered in this Agreement and/or was mentioned in negotiation of this Agreement.

Except as otherwise provided herein, this Agreement constitutes the entire agreement between the parties governing all mandatory and permissive subjects of bargaining. It supersedes any prior written or oral agreements and may be amended only by a written agreement signed by an authorized representative of each party. The only authorized representatives of the respective parties are the officers of the Union on its behalf and the Museum Director on behalf of the Museum.

ARTICLE XXXVII - TERM OF AGREEMENT

Section 37.1. This Agreement signed this _____ day of _____ 2021 will become effective as of the date of ratification and will remain in effect until August 31, 2024. Either party may serve a written notice upon the other sixty (60) calendar days prior to August 31, 2024, specifying a desire to modify or terminate this Agreement. Should neither party give such 60 calendar days notice, this contract will remain in full force and effect from month to month until such notice is given and for a period of sixty (60) calendar days thereafter.

EXHIBIT A - MNPL POLITICAL CHECK-OFF AUTHORIZATION

I, _____, Social Security No. ____/____/____, hereby authorize and direct _____ to deduct the weekly/monthly from my wages the sum of \$_____ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 9000 Machinists Place, Upper Marlboro, Maryland 20772-2687.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation, and none of the monies deducted are a part of my dues or membership fees to the Local Union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the Company, and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal elections.

(Date)

(Employee's Signature)

MEMORANDUM OF UNDERSTANDING – MACHINIST CUSTOM CHOICE BENEFITS

The Company and Union agree to the Machinist Custom Choice Benefits to be made available to bargaining unit employees for the term of the agreement at no cost to the Museum. The cost of any benefits provided under this program shall be paid by the employee through payroll deduction.