

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The American Federation of State, County and  
Municipal Employees, Council 5, AFL-CIO**

**AND**

**Walker Art Center**

Effective  
October 12, 2021  
through  
January 31, 2026

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**(2021 to 2026)**

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**AGREEMENT BETWEEN WALKER ART CENTER  
AND  
AFSCME COUNCIL 5**

**PREAMBLE**

This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between the Walker Art Center, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees (AFSCME) Council 5, hereinafter called the UNION. The purpose of the AGREEMENT is to fulfill the mutual desire of the EMPLOYER and UNION to encourage and promote a culture of dignity and respect between the parties and a mutually satisfactory relationship with respect to the terms and conditions of employment. The EMPLOYER and the UNION recognize that it is in the best interest of both parties that all dealings between them be characterized by mutual responsibility and respectful treatment. The parties hereto agree as follows:

**ARTICLE 1: RECOGNITION**

The EMPLOYER recognizes the UNION as the representative of the following bargaining unit: All Full-time and regular part-time employees in the following job titles: in the Security Department: Gallery Assistants; in the Public Engagement, Learning, and Impact ("PELI") Department: Curatorial Assistants – Interpretation, Department Coordinators – PELI, Education Programs Assistants, Education Programs Coordinators, Family Programs and Access Coordinator, Family Engagement Assistants, Lead Educators, and Public Programs & Events Assistants; in the Visitor Experience Department: Visitor Experience Associates, Visitor Experience Lead Associates, Visitor Experience Specialists – PELI, Visitor Experience Specialists – Moving Image, Visitor Experience Specialists – Performing Arts, and Visitor Experience Specialists – Volunteer Coordinators; in the Design/Editorial Department: Assistant Editors, Design Studio Managers, Digital Designers, Graphic Designers, Media Producers, Photographers, Production Artists, Senior Editors – Print and Digital Media, and Senior Imaging Specialists; in the Marketing and Media Department: Digital Marketing Specialists, Marketing Managers, and Social Media Specialists; in the Moving Image Department: Department Coordinators; in the Performing Arts Department: Department Administrator/Curatorial Assistants; in the Visual Arts Department: Department Coordinators; and in the Facilities Management Department: Mail Room Associates. The stipulated bargaining unit excludes employees in the following job titles in those same departments: in the Security Department: Chief Guards, Control Guards, Managers of Security, Overnight Guards, and Overnight Supervisors; in the PELI Department: Programs Managers, Programs Associates, Heads of PELI, and Youth Programs Coordinator; in the Visitor Experience Department: Associate Directors and Operations Managers; in the Design/Editorial Department: Director/Associate Curators of Design; in the Marketing and Media Department: Associate Directors and Public Relations

Coordinators; in the Moving Image Department: Bentson Assistant Curator/Archivists, Director/Curators, and Program Managers; in the Performing Arts Department: Associate Curators, Senior Curators, and Senior Program Officers; in the Visual Arts Department: Curator/Associate Directors, Associate Curators, Curators, Curatorial Fellows, and Senior Curator/Directors; and in the Facilities Management Department: Assistant Building Engineers, Directors of Facilities Management, Engineering Managers, and Facilities Associates; all other employees; all managerial employees, confidential employees, grant-funded employees, temporary employees/employees employed for a fixed duration; and all supervisors as defined in the National Labor Relations Act.

## **ARTICLE 2: MANAGEMENT RIGHTS**

Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the EMPLOYER in any way in the exercise of the regular and customary functions of management, under which it shall have, among others, the exclusive right to:

1. determine when, where, how, and under what circumstances it wishes to operate, suspend, discontinue, or move all or part of its operations;
2. hire and determine the number of Employees; and establish, consolidate or eliminate job classifications;
3. discipline, discharge, transfer, promote, demote, reward, evaluate, compensate, supervise, or lay off Employees for lack of work or other legitimate reasons; or refrain from taking such actions;
4. determine the number of hours to be worked by Employees and to what extent overtime will be worked;
5. determine standards of performance and the nature and type of duties, tasks, functions, programs and/or services to be performed by each Employee; and determine which equipment and/or supplies will be utilized by Employees in the performance of functions, programs, services, tasks, duties, etc.;
6. direct Employees and to assign duties as the EMPLOYER deems appropriate and to create or modify job descriptions;
7. set or change work shifts and work schedules;
8. implement changes the EMPLOYER, insurers. or plan administrators may make to benefit plans (e.g., 403(b) plan, health insurance) in which Bargaining Unit members also participate;
9. promulgate any work rules that do not conflict with the express terms of the collective bargaining agreement;
10. install and maintain a security system, including but not limited to surveillance cameras, video cameras, visual and any other surveillance equipment or personnel deemed appropriate by the EMPLOYER, including the right to install such equipment in locations and areas to be determined solely by the EMPLOYER (with the exception of employee restrooms, and other areas not accessible by the public) as well as the right to remove or relocate such surveillance equipment; and
11. hire or use temporary, seasonal, and/or casual employees.

The above enumerations of management rights shall not be deemed to exclude other rights

not specifically mentioned. All management rights not specifically limited by the express language of other provisions of this Agreement are retained by the EMPLOYER.

### **ARTICLE 3: UNION SECURITY**

#### **Section 1.**

All Employees subject to this Agreement who are not members of the UNION on the effective date of the provisions of this section and all Employees subject to this Agreement who are hired at a time subsequent to the effective date of this section shall, as a condition of employment, become members in good standing of the UNION within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable, or pay a service fee not to exceed the amount of dues uniformly required of members.

#### **Section 2.**

Employees covered by this Agreement who elect not to become UNION members shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment, to pay the UNION a monthly service fee toward the administration of this Agreement and the representation of such Employee. The monthly service fee shall not exceed the regular monthly UNION dues paid by Employees who work the same number of hours and who have become UNION members. The monthly service fee shall be payable at the same time as the regular dues.

#### **Section 3.**

Deduction for dues or the appropriate service fee shall be made for such Employee who executes a valid written authorization card authorizing such deduction and pursuant to a current schedule of dues and charges that the UNION provides to the EMPLOYER. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and any service charge authorized by law.

#### **Section 4.**

The EMPLOYER will discharge any Employee who fails to satisfy the requirements of Sections 1 or 2 above only upon receipt of a written demand from the UNION requesting their discharge that includes the reason for that demand. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

#### **Section 5.**

The EMPLOYER shall deduct membership dues from the earnings of those Employees who authorize such deductions in writing. The UNION shall submit such authorizations to the EMPLOYER. The EMPLOYER agrees to deduct the UNION dues or agency service fees from

the pay of those Employees covered by this Agreement who sign a valid Authorization for Payroll Deduction for UNION Dues or Fees. The amounts to be deducted shall be certified to Walker Art Center by a representative of the UNION, and the aggregate deductions of all Employees who authorize payroll deduction shall be remitted together with an itemized statement, to the representative by the 15th of the succeeding month after such deductions are made.

#### **Section 6.**

Within sixty (60) days of the effective date of this Agreement, the EMPLOYER will provide the UNION and the Staff Council with a list of the names, addresses, job titles, phone numbers, work location, wages, status, number of hours worked/FTE and hire dates for all Employees covered by this Agreement for the current pay period, and monthly thereafter, reflecting any hires, terminations, transfers, and leave of absences.

### **ARTICLE 4: UNION RIGHTS**

#### **Section 1.**

An authorized UNION Representative may request reasonable access to non-working areas from Human Resources to discharge their duties as a representative of the UNION. Such request will not be unreasonably denied. The UNION Representative must be accompanied by a Bargaining Unit member and there shall be no adverse impact on the day-to-day operations of Walker Art Center due to the presence of a UNION Representative.

#### **Section 2.**

The EMPLOYER will furnish a bulletin board, or will make space available on an existing bulletin board at each work location in areas mutually agreed to on a local basis, for the exclusive use of the UNION. The UNION shall be responsible for all items posted on the bulletin board.

#### **Section 3.**

Employees selected by the UNION to act as UNION Representatives shall be known as "Stewards." The names of Employees selected as Stewards and the names of other UNION Representatives who may represent Employees shall be certified in writing to the EMPLOYER by the UNION.

#### **Section 4.**

The EMPLOYER will allow a UNION Steward to meet with new Employees covered by this Agreement during new employee orientation. The UNION shall provide to the Walker Art Center an introductory letter signed by the UNION. The Local UNION shall be provided advance notice of the new hire's name, job title, department and start date.

## **Section 5.**

An Employee may request a leave of absence for UNION business. The EMPLOYER will consider such requests in accordance with the EMPLOYER's normal attendance and leave policies.

## **Section 6.**

Leave time for attendance during scheduled negotiation dates with the EMPLOYER and/or meet and confer between management/HR and the UNION, shall be paid leave during work hours. This paid leave will be retroactive to the negotiation of this Agreement. Such paid leave will be limited to no more than five (5) Employees attending scheduled negotiation dates with the EMPLOYER and no more than two (2) Employees participating in a meet and confer between management/HR and the UNION; such paid leave is capped at seven (7) hours per day or the time spent in such activities, whichever is less. Employees, including Stewards, may request leave to conduct UNION business from their immediate supervisors. Employees must make such requests with as much advance notice as possible. Supervisors will not unreasonably deny such requests. Such leave will be unpaid unless Employees wish to use vacation time to convert such leave to paid leave in accordance with the EMPLOYER's normal attendance and leave policies, in which case Employees should make such requests to their immediate supervisors.

## **ARTICLE 5: NO STRIKES, NO LOCKOUTS**

During the course of this Agreement, there shall be no strikes, sympathy strikes, sitdowns, or boycotts, slowdowns, or other curtailment or restriction of or interference with production or the operations of the EMPLOYER whether coercive or otherwise, participated in by the UNION, its agents or Employees covered by this Agreement. Further, the UNION and its members and other Employees covered by this contract individually and collectively agree not to withhold their labor in recognition of or in sympathy with another UNION's labor dispute with the EMPLOYER or another employer working at the same location.

The UNION agrees that in the event an Employee engages in any action prohibited by this Article 5 it will immediately notify all Employees in writing that such action is prohibited by this Article, and those engaging in the actions prohibited by this article are directed to cease such action immediately and return to work and/or expected production levels.

During the term of this contract, the EMPLOYER agrees that there shall be no lockout. The EMPLOYER agrees that in the event a manager or supervisor violates this Article 5 it will immediately notify all Employees in writing that such action is prohibited by this Article, and those engaging in the actions prohibited by this article are directed to cease such action immediately.

## **ARTICLE 6: DEFINITIONS**

**FTE:** For purposes of this Agreement, an Employee's FTE is based on the number of hours the EMPLOYER regularly schedules them to work, rounded to the nearest 0.2 FTE. An Employee regularly scheduled for 35 hours a week is a 1.0 FTE. The EMPLOYER sets an Employee's FTE level at the time of hire and may adjust it thereafter.

**Full-time:** For purposes of this Agreement, a Full-time Employee is an Employee who is regularly scheduled 35 hours/week.

**Similarly Situated:** For purposes of this Agreement, the term "Similarly Situated" refers to the comparable benefit eligibility for said benefit (e.g: exempt vs non-exempt and number of hours worked/work condition).

**Employees:** For purposes of this Agreement, the term "Employees" and "Bargaining Unit" refer to the Employees within the bargaining unit defined in Article 1.

## **ARTICLE 7: DISCIPLINE AND DISCHARGE**

### **Section 1. Just Cause.**

The right to discharge or discipline an Employee is at the sole discretion of the EMPLOYER, except that no written warning, suspension, or discharge shall be implemented without just cause. It is expressly understood and agreed that just cause shall include, but is not limited to, failure to perform the requirements of the job; possession, use or being under the influence of illegal drugs or alcohol during work time; theft; dishonesty; unauthorized use of EMPLOYER property; insubordination; or excessive absenteeism/tardiness.

### **Section 2. Performance Management.**

The EMPLOYER relies heavily on non-disciplinary feedback to address performance and conduct situations in the moment and allow Employees the opportunity to rectify the situation and avoid the need for further coaching. Accordingly, the disciplinary steps below are serious measures designed to notify an Employee of the seriousness of performance deficiencies and/or misconduct and identify opportunities to correct. While the EMPLOYER will generally discipline progressively, where appropriate, steps in any progressive discipline process may be skipped and more severe discipline, up to and including discharge, may be imposed depending upon the seriousness of the offense. Discipline, when utilized, will usually be in the following order:

- Verbal Warning (not included in personnel file),
- Written Warning, and
- Discharge.

The above disciplinary steps are not properly viewed as "strikes" to be counted off against an Employee; rather, they are escalating levels designed to increase awareness and communication between management and an Employee who is failing to meet expectations. Progressive discipline

can address the full range of an Employee's performance, encompassing the Employee's responsibilities, contributions, outcomes, and how the Employee goes about their responsibilities and achieving their outcomes. For this reason, a step of progressive discipline may address multiple areas of performance issues and/or misconduct. While on a verbal or written warning an Employee must comply with all types of performance and conduct standards or face escalating discipline, including possible discharge. This system of progressive discipline is designed to provide clarity, minimize the need for discharge, and reserve discharge for serious cases.

A written warning will not be considered as part of progressive discipline after 12 months. A notice of any discipline, suspension or discharge will be given to the Employee and a copy thereof sent to the UNION at the time of the discipline.

Beyond the discipline listed above, the EMPLOYER may also coach and otherwise provide feedback to Employees. Further, the EMPLOYER agrees that it will provide such coaching/feedback after issuing an Employee a written warning.

### **Section 3. Suspension Pending Investigation.**

The EMPLOYER may place an Employee who is the subject of an investigation on a paid investigatory suspension, not to exceed ninety (90) days. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the EMPLOYER. A notice of any suspension will be given to the Employee and a copy thereof sent to the UNION at the time of the discipline.

### **Section 4. Appeal Procedures.**

Any disciplinary action imposed upon an Employee may be processed as a grievance through the regular grievance procedure as provided in Article 8. However, oral warnings are excluded from the grievance procedure.

The UNION shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure and the matter shall be handled in accord with this procedure through the arbitration step if deemed necessary.

The termination of Employees on probation is not subject to the arbitration provisions of Article 8 (Grievance Procedure).

### **Section 5. Personnel Files.**

- A. Performance feedback and coaching regarding initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the Employee and, if corrected, shall not be entered into the Employee's personnel file.
- B. Investigations which do not result in disciplinary actions shall not be entered into the Employee's personnel file. A written record of all disciplinary actions other than verbal reprimands shall be entered into the Employee's personnel file at the time of discipline.

All disciplinary entries in the personnel file shall state the corrective action expected of the Employee.

- C. Each Employee shall be furnished with a copy of all evaluative and disciplinary entries at the time it is entered into the personnel file and shall be entitled to have the Employee's written response included therein.
- D. The contents of an Employee's personnel file shall be disclosed to the Employee upon request and to the Employee's UNION representative upon the written request of the Employee.
- E. Despite the restrictions of this Section on the contents of Employee personnel files, the EMPLOYER may retain and rely upon other records about such issues.

## **ARTICLE 8: GRIEVANCE PROCEDURE**

Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows with a grievance filed by the UNION (Retirees and the EMPLOYER shall not file grievances):

Step 1: The UNION shall submit the grievance on its written grievance form and discuss the grievance with the immediate supervisor within seven (7) calendar days of knowledge of the occurrence. This discussion may also include a UNION Steward or UNION Representative. The EMPLOYER shall respond within seven (7) calendar days after the discussion. The grievance shall specify in detail the alleged violation of the contract (including the identity of the grievant(s) or class action group, contract article allegedly violated, and remedy sought). Grievances relating to compensation errors shall be timely if received by the EMPLOYER no later than thirty (30) calendar days following the date of receipt of the check by the Employee.

Step 2: If the grievance is not resolved in Step 1, the UNION shall notify the Human Resources Department in writing no later than seven (7) calendar days following the date of the step 1 response from the EMPLOYER. Following receipt by the EMPLOYER of the Step 2 notification, representatives of the EMPLOYER and the UNION shall meet in an attempt to resolve the grievance. Subsequent to the meeting between the representative of the EMPLOYER and the UNION, the EMPLOYER shall present a written answer to the grievance within seven (7) calendar days from the date of the Step 2 grievance meeting.

Step 3: In case no settlement can be arrived at between the parties in Step 1 or 2 above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Services for resolution if both parties mutually agree.

Step 4: If the grievance is not resolved in Step 2, the UNION may refer the matter to arbitration by requesting a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service, and notifying the EMPLOYER that it has done so, within sixty (60) calendar days following the receipt of the step 2 response from the EMPLOYER. Each Party may reject one (1) panel. The EMPLOYER and the UNION shall attempt to agree on a neutral arbitrator who

shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from the panel.

The authority of the arbitrator shall be limited to making an award relating to the interpretation or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the UNION, the EMPLOYER and the Employees.

The fees and expenses of the neutral arbitrator shall be divided equally between the EMPLOYER and the UNION.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow such time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. Any deadline herein may be extended by mutual written agreement.

#### **ARTICLE 9: EMPLOYMENT POLICIES**

All of the EMPLOYER's existing workplace policies shall apply except to the extent such policy or policies conflict with an express provision of this Agreement. The EMPLOYER hereby reserves its right to amend or adopt additional policies as it deems appropriate in its sole discretion except to the extent such policy or policies conflict with an express provision of this Agreement. The EMPLOYER will provide the UNION with seven (7) business days' notice prior to implementing a new or revised policy covered by this Section, so that the UNION has an opportunity to review the policy and help educate Employees on same if it so chooses. The EMPLOYER agrees to meet and confer with the UNION if requested, on the effects of the decision.

#### **ARTICLE 10: LABOR MANAGEMENT COMMITTEE**

The parties hereby agree that a Labor Management Committee consisting of an equal number of representatives appointed by the EMPLOYER, with at least two (2) members that are members of the senior leadership team and representatives appointed by the Local UNION will meet four (4) times per year. Time spent at such meetings shall be paid time.

The Labor Management Committee shall not act as a substitute for, not replace the Grievance Procedure.

At least one of the Representatives from the UNION and EMPLOYER who agree to serve on the Labor Management Committee agree to attend the Labor/Management Committee training provided by Federal Mediation and Conciliation Services within six (6) months of execution of this Agreement.

The UNION shall have the right to make an annual presentation to the Board Talent and Comp Committee of the Board of Trustees.

## ARTICLE 11: NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to age, sex, marital status, sexual orientation, gender identity, race, color, creed, religion, disability, national origin, or political affiliation or as defined by statute or executive order.

Upon request of either party, the EMPLOYER and UNION will designate representatives who will meet and confer, to update the EMPLOYER's current process and develop a step-by-step guide for Employees to file a discrimination complaint, including forms and follow up set in place for discrimination complaints.

There shall be no discrimination by the EMPLOYER or by the UNION against any Employee because of membership or non-membership in the UNION or because of the assertion of rights afforded by this Agreement.

## ARTICLE 12: LEAVES

The EMPLOYER will provide eligible Employees with any leave required by federal, state, and local law, including, but not limited to, voting leave, parental school leave, military leave, and unpaid medical leave. Any leaves will run concurrently to the greatest extent possible.

- A. **Bereavement Leave.** In the event of a death of someone close to an Employee, the EMPLOYER will grant paid leave for up to 3 missed days of scheduled work. The EMPLOYER, at its discretion, may grant more than 3 days of paid leave.
- B. **Parental Leave.** All Employees are eligible for parental leave if they meet one of the following criteria:
  - 1. Have given birth to a child.
  - 2. Be a coparent of a person who has given birth to a child.
  - 3. Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

### Amount, Time Frame and Duration of Parental Leave

- 1. Eligible Employees will receive a maximum of 12 weeks of parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 12-week total amount of parental leave granted for that event.
- 2. The first six (6) weeks of parental leave is compensated at 100 percent of the Employee's straight time rate of pay for the number of hours they are regularly scheduled per week. The remaining six (6) weeks of parental leave is unpaid unless the Employee chooses to use any accrued vacation leave, sick

leave, or short term disability benefit they may have. Paid parental leave will be paid on regularly scheduled pay dates.

3. Approved parental leave may be taken at any time immediately preceding or during the 12-month period immediately following the birth, adoption or placement of a child with the Employee. Parental leave may not be used or extended beyond this 12-month time frame.

4. Employees must take parental leave in one continuous period of leave and must use all parental leave during the 12-month time frame indicated above. Any unused parental leave will be forfeited at the end of the 12-month time frame.

5. Upon termination of the individual's employment at the EMPLOYER, they will not be paid for any unused parental leave for which they were eligible.

- C. **Unpaid Leaves.** The Employee may be granted unpaid leave for personal reasons when paid leave time is not available. Leaves of absence are subject to approval by, and at the sole discretion of, the EMPLOYER. A leave of absence may be granted for periods of no more than six (6) months. An Employee must have worked for a minimum of one (1) year Full-time to be eligible for a leave of absence. A request for such a leave must be in writing, stating the reason for leave and intention to return to work at a specified date. Employees on this unpaid leave of absence will not accrue sick leave or vacation, or earn paid holidays. An Employee may use vacation time during this unpaid leave of absence. Health and dental insurance coverage may be continued during a leave of absence at the Employee's own expense.

Employees shall be eligible for all other forms of leave specified in the Employee Information Book, which the EMPLOYER may modify at its discretion, on the same terms as Similarly Situated non-UNION employees.

### **ARTICLE 13: HOURS OF WORK/OVERTIME (For non-exempt Employees only)**

The provisions of this Article apply only to those Employees who are not exempt from the Fair Labor Standards Act, and the term *Employee* when used in this Article does not include exempt Employees.

#### **Section 1. Work Hours.**

- A. Thirty-five (35) hours shall constitute one (1) full week's work for regular Full-time Employees.
- B. Gallery Assistants will receive paid breaks during their scheduled hours during which they may eat lunch. All other Employees will receive up to one (1) hour unpaid lunch period outside of their scheduled hours.
- C. Employees may have the ability to flex their start and end times with supervisor's advance approval, in recognition of the fact that many Employees are also practicing artists and that their creative pursuits are of benefit to the institution and community.

- D. Part-time Employees may be scheduled up to forty (40) hours per week as business needs require, within the notification requirements of this Agreement.
- E. Scheduled shifts shall be a minimum of two (2) hours. When a shift is required for less than the minimum, the Employee will receive compensation for two (2) hours. Except for this paragraph, nothing in this Article is to be construed as a guarantee of hours of work per day or per week.
- F. Schedules shall be posted at least fourteen (14) days in advance. The EMPLOYER retains discretion to create and modify schedules and shifts and to solicit Employee input regarding the same. However, once the EMPLOYER posts a schedule, it will not schedule an Employee for additional shifts without the Employee's approval. Further, if the EMPLOYER cancels an Employee's shift with less than fourteen (14) days' notice without offering the Employee a different shift within that pay period, the EMPLOYER will pay the Employee for the cancelled shift at their base hourly rate.

## **Section 2. Overtime.**

- A. Employees must obtain advance authorization prior to working beyond standard and/or scheduled work hours. When an Employee is required to work in excess of forty (40) hours in a payroll week, the Employee shall receive overtime pay of one and one-half (1-1/2) times their regular hourly rate. There shall be no pyramiding or duplication of overtime. Exempt Employees are not eligible for overtime pay.
- B. Time not actually worked, including but not limited to unworked holidays or sick, personal, or vacation time, will not be considered in computing overtime pay. Overtime must be paid during the same pay cycle in which the excess hours are worked.

## **ARTICLE 14: SENIORITY**

"Seniority" is based on an Employee's length of service without regard to whether employment is Full-time, part-time, or through Common Sense Building Services. The EMPLOYER will provide the UNION with an updated seniority list by July 15<sup>th</sup> of each year.

In the event of two or more Employees having the same amount of seniority, seniority will be determined by lot.

An Employee's seniority shall terminate when:

- They voluntarily resign for any reason;
- They are discharged for just cause and not reinstated;
- They fail to report to work when recalled after a layoff within three (3) calendar days after being notified by the EMPLOYER;
- They are laid off in a reduction of work force and such layoff continues for a period of twenty-four (24) months or more.

## **ARTICLE 15: PROBATIONARY PERIOD**

Upon commencement of employment, all Employees covered by this Agreement shall serve a probationary period of 60 calendar days. The EMPLOYER may extend this probationary period for up to an additional 30 calendar days upon approval by the UNION with a statement regarding the reason for the probationary extension. During the probationary period, Employees have no seniority rights and Employees may not apply for another position at the EMPLOYER. Upon completion of the probationary period, the Employee will be credited with seniority from their starting date. Probationary Employees may be discharged at the sole discretion of the EMPLOYER, with or without cause, and without recourse under this Agreement.

## **ARTICLE 16: SICK LEAVE**

1. Employees at 0.8 FTE or higher shall receive 70 hours (10 days) of sick time allocated upon hire and each anniversary year thereafter until they reach a maximum of 210 hours. Unused sick time will roll over or accrue year to year up to a maximum accrual of 210 hours.
2. Employees at less than 0.8 FTE shall accrue 1 hour of sick time for every 30 hours worked (beginning on the first day of work), up to a total of 48 hours per anniversary year. Unused sick time will roll over or accrue year to year up to a maximum accrual of 80 hours.
3. Sick time for both Full-time and part-time Employees shall roll over from year to year until they reach the applicable cap of 210 or 80 hours.
4. Sick days may be used for any purpose provided for in the Minneapolis Sick and Safe Time ordinance. The EMPLOYER, at its sole discretion, may also grant an Employee's request to use sick days for a purpose not provided for in that ordinance.
5. Sick time cannot be used when an Employee is receiving worker's compensation payments or during unpaid leaves.
6. Unused sick time is not paid out upon separation from employment.
7. Other applicable terms are as set forth in the Employee Information Book, which the EMPLOYER may modify so long as its terms applied to Employees covered by this Agreement do not conflict with the express terms of this Agreement.

## **ARTICLE 17: VACATION LEAVE**

1. Full-time Employees begin to accrue vacation time from the first day of employment but may not use the time until they have successfully completed their probationary period.
2. Full-time Employees accrue vacation time at the following rates:

- a. 0- 1 year: 10 days/year (70 hours)
  - b. >1- 5 years: 15 days/year (105 hours)
  - c. >5-20 years: 20 days/year (140 hours)
  - d. >20-30 years: 25 days/year (175 hours)
  - e. >30 and subsequent years: 30 days/year (210 hours)
3. Part-time Employees who are regularly scheduled for at least 20 hours/week begin accruing vacation leave after they have worked 1,040 regular (not overtime) hours and have been employed by the EMPLOYER for at least one (1) full year. Eligible part-time Employees accrue vacation time only as long as they are regularly scheduled for at least 20 hours/week. Such Part-time Employees accrue vacation time at the rates listed above in Paragraph 2, prorated based on FTE status.
4. If an Employee finishes an anniversary year with accrued but unused vacation the Employee may carry forward unused vacation time into the next anniversary year. The amount that can be carried forward is capped at the amount of vacation leave the Employee accrued during the anniversary year that is ending.
5. Upon separation from employment, Employees will be paid for all vacation hours accrued but not yet used.
6. In the event of short-term reductions in scheduled hours the EMPLOYER may offer affected Employees to use accrued vacation time in the amount of the scheduling shortfall.
7. The managers and supervisors of each department determine when they can grant or deny vacation requests. They may solicit input from Employees in their departments in this regard. Managers and supervisors may set parameters regarding the time and manner in which Employees may request vacation leave. If there is a conflict with multiple Employees requesting vacation leave, Employees should work with each other to resolve. If the conflict cannot be resolved with the Employees, the vacation days that managers and supervisors have approved will be allocated on a first-come, first-serve basis. Vacation time shall be paid at the Employee's straight time rate in effect at the time vacation is taken.

## **ARTICLE 18: HOLIDAYS**

1. The EMPLOYER observes the following eleven (11) holidays. For Employees who typically work a Monday-Friday schedule the EMPLOYER will indicate which days those Employees will observe holidays that fall on a weekend no later than September 1<sup>st</sup> for holidays for the following calendar year.

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day After Thanksgiving
Memorial Day	Juneteenth
Christmas Day	Independence Day
Labor Day	Two (2) floating holidays

2. There are two kinds of holiday benefits: (1) a paid day off or (2) premium pay:
  - a. Full-time Employees who do not work on a holiday are paid for that day off.
  - b. Full-time non-exempt Employees who are required to work a holiday are paid at one and a half (1 ½) times their regular rate of pay for all hours worked on the holiday or may select a different day off within the same pay period, with supervisor approval, as the holiday.
  - c. Part-time non-exempt Employees who are not required to work on a holiday do not receive either holiday benefit.
  - d. Part-time non-exempt Employees who are required to work a holiday are paid at one and a half (1 ½) times their regular rate of pay for all hours worked on the holiday.
3. The process for Employees requesting to use the two floating holidays, and for managers and supervisors granting or denying such requests, shall be the same as the above process for requesting and approving or denying vacation leave.
4. The EMPLOYER may approve an Employee's request to exchange any holiday of the eleven (11) holidays for time off for the observance of a religious holiday. Requests for time off for the observance of a religious holiday will take precedence over other pending time off requests, but not time off requests that managers or supervisors have already approved.
5. Unused designated holidays will not be paid out upon separation from employment. A specified Walker holiday cannot be selected as a resignation date.

## **ARTICLE 19: VACANCIES/FILLING BARGAINING UNIT POSITIONS**

### **Section 1. Filling Bargaining Unit Vacancies.**

1. The EMPLOYER in its sole discretion will determine when there is a vacancy within the Bargaining Unit.

2. All vacancies within the Bargaining Unit shall be sent to the UNION, and shall include, but not be limited to, job title, department, supervisor (if known), potential start date (if known), status of position (e.g. temporary, grant positions, etc.), work hours (full-time or part-time), and pay range for position.

3. Applications from internal applicants who have a minimum of six (6) months in their current role will be considered within the overall applicant pool. While there is no guarantee of transfer or promotion, all internal candidates (who meet the job posting qualifications) shall be entitled to an interview. Employees are not required to notify their current supervisor of any internal applications.

4. If an Employee (internal applicant) is selected for a transfer or promotion to a position covered by this Agreement, the Employee and the UNION shall be notified in writing of the acceptance of the position in a timely manner.

5. When an Employee is promoted to a higher job within the Bargaining Unit, the Walker will provide the UNION a copy of the job description before the progression is implemented and discuss the appropriate compensation.

## **Section 2. Subcontracting.**

The EMPLOYER may, at its sole discretion, contract or subcontract work or processes normally performed by its Employees. In the event that the EMPLOYER's decision to subcontract results in the layoff or involuntary reduction of the FTE of Bargaining Unit Employees, the EMPLOYER agrees to notify and, upon request of the UNION, offer to bargain with the UNION over the effects of the decision.

## **Section 3. Bargaining Unit Positions-New or Changed.**

1. In the event the EMPLOYER creates new positions in departments that fall within the jurisdiction of the Bargaining Unit which are not covered by the present structure in this Agreement, the President and Secretary of the UNION shall be notified within a reasonable time.

2. If the EMPLOYER establishes new job classes within the Bargaining Unit identified in Section 1 of this Article, the EMPLOYER will give the UNION notice and the opportunity to negotiate on wages. However, it is understood that all other terms and conditions of this Agreement will apply.

3. When the EMPLOYER determines that a Bargaining Unit job/job description has changed significantly but remains in the Bargaining Unit, the UNION shall be notified. The EMPLOYER will give the UNION notice and the opportunity to bargain the proper category and rate of pay considering the significant changes to the position. The incumbent shall receive the new rate of pay for the job effective retroactive to the date of the significant change(s) made to the job.

## ARTICLE 20: LAYOFFS

1. EMPLOYER will make every effort to avoid layoffs.
2. Should there arise a need for layoffs in the Bargaining Unit, the EMPLOYER will determine which job classification and department will be affected, give the UNION at least twenty-one (21) calendar days' notice and, upon the UNION's request, meet with the UNION to bargain over the effects of the layoffs.
3. EMPLOYER will consider alternatives to layoffs.
4. If the EMPLOYER ultimately decides to lay off:
  - a. The UNION shall be given a minimum of twenty-one (21) calendar days' notice before any layoffs.
  - b. Where the EMPLOYER has determined to lay off in a job classification that has more than one Employee, the EMPLOYER will offer voluntary layoff to all Employees employed in that classification, and select the volunteer(s) in order of seniority (most senior to least).
  - c. If there are still positions to lay off after volunteers, then layoffs in any job classification that has more than one Employee will occur in inverse order of seniority within the classification.
5. If a layoff is shorter than ninety (90) days, retirement, seniority, vacation and sick time accrual rate will be reinstated without disruption upon their return.
6. When filling open positions that have been vacated due to a layoff, laid off Employees will be offered the open positions within their job classification prior to new applicants in accordance with the following. Laid-off Employees will be put on a recall list for one (1) year and Employees shall be able to opt out. Laid off Employees must maintain current contact information on file with Human Resources, and must accept or reject any offer of recall within seventy-two (72) hours of recall offer. Rejecting an offer removes an Employee from the recall list unless the recall offer is for a different FTE than the Employee's previous FTE status. After an Employee fails to respond to an offer of recall, the EMPLOYER may remove the Employee from the recall list. When recalling and more than one Employee laid off from a classification is on the recall list, the EMPLOYER will recall the most senior of those Employees to that classification. An Employee on the recall list can request to be removed from the list at any time.

## ARTICLE 21: INSURANCE AND BENEFITS

Eligible Bargaining Unit members may participate in the benefit plans set forth in the EMPLOYER's Benefit Summary, on the same basis as Similarly Situated employees outside the Bargaining Unit, and in accordance with the qualification requirements of those plans. The EMPLOYER retains sole discretion over decisions to add, remove, or modify benefit plans and EMPLOYER and Employee contributions thereto through the duration of this Agreement 2021-2026, and the effects of such decisions, as long as such changes apply to all employees participating in such benefits without regard to whether they are in or out of the Bargaining Unit.

Notwithstanding the foregoing, the EMPLOYER will communicate to the UNION any changes to health insurance premium amounts to be paid, before there is a change in the amount of the premiums. Further, if the EMPLOYER adds a plan or tier not currently offered it will give the UNION notice and the opportunity to bargain concerning the premium split for the new plan or tier.

Provisions of the EMPLOYER's Employee Information Book and/or Benefit Summary shall be applicable to members of the Bargaining Unit except where this Agreement specifies otherwise. The EMPLOYER retains sole discretion over decisions to modify its Employee Information Book, Benefit Summary, and Plan documents, and the effects of such decisions, as long as such changes do not contradict the terms of this Agreement. However, the EMPLOYER will notify the UNION of any such changes it has implemented.

## ARTICLE 22: COMPENSATION

### Section 1.

The job classifications covered by this Agreement and their respective minimum salaries during the term of this Agreement shall be set forth in Appendix A attached hereto. (See attached spreadsheet).

Employees employed in wage groups A and B will receive the tenure increases reflected on Appendix A the first pay period after they graduate into a higher tenure level.

**2021 General Adjustment:** Effective on the first day of the pay period immediately following ratification of this Agreement, Employees covered by this Agreement shall receive the respective pay increases to their new minimum wage as outlined in Appendix A. Employees within the C-G Wage Groups shall receive the new minimum of their Wage Group or a five percent (5%) wage increase, whichever is greater.

**2022 General Adjustment:** Effective on the first day of the pay period immediately following July 1, 2022, each Employee covered by this Agreement, who at that time has been employed in their particular wage group for at least four (4) months, shall receive the same general wage increase non-UNION employees receive.

**2023 General Adjustment:** Effective on the first day of the pay period immediately following July 1, 2023, each Employee covered by this Agreement, who at that time has been employed in their particular wage group for at least four (4) months, shall receive at least a two percent (2%) general increase or the same general wage increase non-UNION employees receive, whichever is greater.

**2024 General Adjustment:** Effective on the first day of the pay period immediately following July 1, 2024, each Employee covered by this Agreement, who at that time has been employed in their particular wage group for at least four (4) months, shall receive at least a two percent (2%) general increase or the same general wage increase non-UNION employees receive, whichever is greater.

**2025 General Adjustment:** Effective on the first day of the pay period immediately following July 1, 2025, each Employee covered by this Agreement, who at that time has been employed in their particular wage group for at least four (4) months, shall receive at least a two percent (2%) general increase or the same general wage increase non-UNION employees receive, whichever is greater.

## **Section 2. Other Adjustments.**

1. The EMPLOYER may, in its own discretion, hire an Employee at a salary above the minimum salary levels set forth in Exhibit A, advance the salary of any Employee at a rate faster than that required by the terms of this Agreement, or award a bonus or other performance incentives.
2. When an Employee is expressly assigned to perform duties of a different classification, due to a leave or other vacancy in that classification, and such assignment is for two (2) weeks or more continuous regular hours:
  - a. the Employee shall be paid at the Employee's current salary rate when assigned to work in a lower or equal class.
  - b. the Employee shall receive a minimum increase of ten percent (10%) of their current salary rate when assigned to work in a higher class and the assigned work significantly increases the Employee's level of responsibility and/or quantity of work.

Nothing in this Section precludes the EMPLOYER from awarding additional compensation in accordance with Section 2.1-Other Adjustments.

## **ARTICLE 23: RETIREMENT**

Eligible Bargaining Unit members may participate in the EMPLOYER's 403(b) Retirement Plan, on the same basis as Similarly Situated employees outside the Bargaining Unit, and in accordance with the qualification requirements of that plan. The EMPLOYER retains sole discretion over decisions to add, remove, or modify benefit plans and EMPLOYER and

Employee contributions thereto, and the effects of such decisions, as long as such changes apply to all employees participating in such benefits without regard to whether they are in or out of the Bargaining Unit.

Provisions of the EMPLOYER's Employee Information Book, Benefit Summary, and Plan documents shall be applicable to members of the Bargaining Unit except where this Agreement specifies otherwise. The EMPLOYER retains sole discretion over decisions to modify the above-mentioned documents, and the effects of such decisions, as long as such changes do not contradict the terms of this Agreement. However, the EMPLOYER will notify the UNION of any such changes it has implemented.

#### **ARTICLE 24: EMPLOYEE ASSISTANCE PROGRAM**

The EMPLOYER will make available to Bargaining Unit Employees the same Employee Assistance Program offered to non-UNION employees.

#### **ARTICLE 25: SAVINGS CLAUSE**

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose of renegotiating the provision so invalidated. However, the no-strike/no-lockout provisions of Article 5 of this Agreement remain in effect during such renegotiation unless that is the article invalidated by the passage of legislation or a decision of a court of competent jurisdiction.

#### **ARTICLE 26: DURATION**

This Agreement shall be in full force and effect from October 12, 2021, through and including January 31, 2026, and then from year to year thereafter, unless at least sixty (60) days prior to the termination of the initial period or any yearly period, either party shall serve on the other party, written notice that it desires to modify or terminate this Agreement.

**SIGNATURE PAGE**

**AGREED TO** this 12 day of October, 2021, and attested to as the understanding of the Parties by the signatures of the following representatives of the EMPLOYER and the UNION for the duration specified herein.

**FOR THE EMPLOYER:**

Mary Ceruti 1/27/22  
Mary Ceruti                      Date  
Walker Art Center-Executive Director

Mary Polta 1/27/22  
Mary Polta                      Date  
Walker Art Center-Chief Financial Officer

David Goldstein 1/27/22  
David Goldstein              Date  
Walker Art Center-Assoc. Director, VE

**FOR THE UNION:**

Annie Jakacki 1/31/22  
Annie Jakacki                  Date  
AFSCME Field Representative

Bart Andersen 1-31-22  
Bart Andersen                  Date  
AFSCME Field Director

Annie Jacobson 1/31/22  
Annie Jacobson                Date  
AFSCME Local President

## Appendix A: Minimum Wage Grid

The salaries for Groups A and B are hourly.

The salaries for Groups C-G are expressed on an annual basis.

Group	Tenure	Ratification				
		2021	2022-TBD*	2023-TBD*	2024-TBD*	2025-TBD*
A	<2 Years	\$16.00				
	2 - <5 Years	\$16.50				
	5 - <10 Years	\$17.25				
	10+ Years	\$18.00				
B	<2 Years	\$16.00				
	2 - <5 Years	\$16.75				
	5 - <10 Years	\$17.25				
	10+ Years	\$18.25				
C	All	\$35,000				
D	All	\$42,000				
E	All	\$45,000				
F	All	\$50,000				
G	All	\$55,000				

Wage increases take effect at the beginning of the first full pay period following ratification (ratified October 12, 2021) and at the beginning of the first full pay period following July 1, 2022/July 1, 2023/July 1, 2024/July 1, 2025.

\*July 1, 2022-Increase calculated to match non-union employees.

\*July 1, 2023-Increase calculated to match non-union employees or 2%, whichever is greater.

\*July 1, 2024-Increase calculated to match non-union employees or 2%, whichever is greater.

\*July 1, 2025-Increase calculated to match non-union employees or 2%, whichever is greater.

## Appendix A: Job Classification-Wage Grid

Job Classification	Wage Group
Gallery Assistants	A
Visitors Experience Associates	B
Visitors Experience Lead Associates	B
Education Programs Assistant	C
Public Programs and Events Assistant	C
Department Coordinator-Visual Arts	D
Department Coordinator-EPP	D
Department Coordinator-Moving Image	D
Education Programs Coordinator	D
Family Programs and Access Coordinator	D
Visitor Experience Specialist (EPP; Moving Image; Performing Arts; Volunteer Coordinator)	D
Department Administrator/Curatorial Assistant-Performing Arts	E
Lead Educators	E
Production Artist	E
Social Media Specialist	E
Assistant Editor	E
Design Studio Manager	F
Digital Marketing Specialist	F
Graphic Designer	F
Marketing Manager	F
Digital Designer	G
Media Producer	G
Senior Editor	G
Photographer	F
Curatorial Assistants-Interpretation-PELI	E
Family Engagement Assistants	C
Mail Room Associates	C
Senior Imaging Specialist	G