

MEMORANDUM OF AGREEMENT

The Museum of Fine Arts, 465 Huntington Avenue, Boston, Massachusetts (“Museum”) and the Technical, Office and Professional Union, Local 2110, UAW, AFL-CIO (hereinafter referred to as the “Union”) agree, for purposes of ratification, to the following negotiated additional/alternate terms to the existing collective bargaining agreement between the Museum and the Union for the term July 1, 2025 through June 30, 2028:

1. General Salary/Wage Increases
 - a. 3% effective 7/1/2025
 - b. 4% effective 7/1/2026
 - c. 4% effective 7/1/2027
2. Seniority Increases
 - a. Effective 6/30/2027, employees with 10 and/or 20 consecutive years of employment with the Museum shall receive a 2% increase to their base salary. (E.g., 2% increase for every consecutive ten years of employment, up to a maximum of 4% or 20 years).
 - b. Shall apply on an ongoing basis.
 - c. Will take effect on the payroll cycle following Employee’s anniversary date.
3. Minimum Wage
 - a. Effective 7/1/2025, the minimum wage shall be \$21.
 - b. Minimum wage shall be increased by the same amount as the general wage increases on 7/1/2026 and 7/1/2027.
4. Salary Minimums
 - a. All other minimum shall be increased on the following schedule:
 - b. 3% effective 7/1/2025
 - c. 3% effective 7/1/2026
 - d. 3.5% effective 7/1/2027
5. Article 2, Section 3
 - a. Amendment: “The Museum will provide the Union notice of the hiring of temporary employees in accordance with Article 5, Section 2.”
6. Article 2, Section 3
 - a. Side letter agreement re: exclusions (*See Attachment A*)
7. Article 5 – Addition: “Personal email address” to lists under Sections 1 and 2.
8. Article 8, Section 2, 3 – Amendment:
 - b. Article 8 shall be revised to provide for the following:
 - c. “The Museum shall provide cultural competency training for all staff. The Museum will determine the content, format and frequency of this training. The Museum will endeavor to conduct training during Employees’ scheduled work hours. If the Museum cannot release a non-exempt Employee to attend training during the non-exempt Employee’s scheduled work hours, the Museum will pay the non-exempt Employee at the Employee’s regular rate of pay for time spent attending the training.

- d. The Museum will include one or more Employee(s) in Museum-wide committees related to staff engagement or cultural competency.”
- 9. Article 8, Section 4 – Removal: Requirement that reports shall be divided by divisions (The Museum, however, will continue posting on intranet and bulletin board).
- 10. Article 12, Section 3 – Add: “For the purposes of this Section only, this increase applies only when an Employee assumes a new position that is of a higher grade than that of the incumbent position.”
- 11. Article 14, Section 4 – Replace current language with revised terms agreed upon through the parties’ 9/20/2023 MOA.
- 12. Article 18, Section 4 – Amendment: Under Step 3, “The Museum shall hold a meeting to discuss the grievance within fourteen (14) calendar days after receipt of the grievance.”
 - a. Grievances shall be filed 20 days from when the facts giving rise to the grievance occurred or Union should have reasonably known about it.
- 13. Studio Art Instructors
 - a. Effective 7.1.25, \$30 minimum hourly rate; rate to increase by general wage increase each subsequent July 1 for the term of the agreement.
 - b. Effective 7.1.25, Increase Studio Art Research time to 2 hours per course
 - i. Increase description requirement from 200 words to 400.
 - c. Add clause to MOA which explicitly removes Instructors from employee benefit eligibility regardless of length of employment and/or consecutive course assignment.
 - d. Include MOA within CBA as “Addendum A”
 - e. See Attachment B.
- 14. PTO policy, as currently written in MFA Employee Handbook, will be added to the CBA.
- 15. Sales Supervisors and MVS Leads will receive a \$3 differential.
- 16. “Loved one” will be added to existing Bereavement Leave benefit.
- 17. MVS and Retail Employees shall be eligible to receive up to \$150 in reimbursement for the purchase of ergonomic footwear every two (2) years.
- 18. Delegates may hold a steward meeting once per month on work time.
- 19. New hires will be permitted to meet with a union delegate for 30 minutes on work time.
- 20. Term committee meetings at least twice per year shall include at least one Leadership Team member.
- 21. Health and Safety
 - a. The Employer shall provide a safe and healthful workspace.
 - b. Health and Safety Committee: The Union and the Employer agree to establish a joint Health and Safety committee composed of at least two (2) representatives from each party. The committee shall convene at the request of either party and/or in the event of an urgent health and safety situation.
 - c. Notice: The committee shall be promptly notified of any urgent health and safety situation affecting employees.

- d. Health and safety grievances shall be filed at the third step.
- e. The Museum will make available to Employees an evacuation map and instructions on the intranet and/or Teams.
- f. The Museum will include the agreement reached in the Labor/Management committee about ongoing active threat training mandatory for front-facing staff and available to other staff as a side letter to the contract.

22. Promotional Regrading Policy

- a. An Employee who believes they are misclassified or under-graded may submit a written request to the Human Resources Department (“HR”) (in addition to their manager with a copy to the Union) to conduct a reevaluation of the Employee’s position, specifying the reasons for the regrading, along with any supporting materials they wish to submit. HR shall consider the request in good faith through communication and the review of all relevant documentation provided with the Employee’s manager and shall issue a decision within 45 calendar days of receipt of said request.
- b. In the event that HR approves the regrading, it shall be retroactive to the date of the request and the Employee shall receive the minimum for the new grade or a 10% increase, whichever is greater.
- c. However, in the event that HR determines that regrading/reclassification is not warranted, the decision may not be appealed or be subject to the Grievance and Arbitration process. The Employee may submit another request following a period of at least twelve (12) months.

23. Transportation Benefits

- a. The Museum will offer up to \$125/month (plus \$25 for tax offset—\$150 total) in reimbursements to Employees who utilize public transportation (excluding MBTA services) to commute to the Museum.
- b. To be eligible for reimbursement, Employees will be required to complete an HR form in which they identify the form of eligible public transportation, attest that they are not receiving any other transportation benefit offered by the Museum (including parking benefits), and attest that the public transportation costs submitted for reimbursement will be used solely for commuting to the Museum for the purposes of their job.
- c. Eligible forms of public transportation include Amtrak and express buses. Alternate forms of public transportation may be considered on a case-by-case basis by Human Resources Department.

24. Transportation Benefits (*cont.*)

- a. Raise MBTA Benefit Coverage from \$125 to \$175

25. Term Employee Clause

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

- i. The employee applies for and is hired into a vacant position they are qualified for;
 - ii. The employee is transferred or promoted into another regular position; or
 - iii. The Museum converts the term position into a regular position
- b. Terms and Conditions:
 - i. Term Employees may be part-time or full time. Term employees are included in the UAW Local 2110 bargaining unit and covered by all terms of the parties' contract.
 - ii. The Union, the Unit Chair and the term employee being appointed will receive written notice of the position offer that will specify the duration of the term appointment, the job title and grade, and the salary offered. In the event that a term appointment is extended, the Union and the employee will receive notice of the specific duration of the extension and the reason before the term's original end date. The Museum shall make all reasonable efforts to inform term employees and the Union of the extension three (3) months, but no less than one month, prior to the term's original end date, unless such notice is rendered impracticable by the position's funding schedule and/or the Museum and Union agree to an alternate timeline.
 - iii. A term employee who is in the final six months of their term and who is qualified for a vacant position at the Museum may apply for said position and the application shall be given priority in the review process in accordance with the CBA.
- c. All other terms and conditions of the employment of Term Employees, including but not limited to Performance Evaluation and Hiring Process, shall be governed by the Museum's "Term Employee Policy and Procedures."
- d. Add to Ratification MOA: the prohibition of term employees from applying to another term position for a period of six (6) months shall be removed from the Museum's policy.

26. Union Leave

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

27. Membership Meetings

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

28. Remote/Hybrid Schedules

- a. The Museum and its managers shall not unreasonably deny an Employee the ability to maintain a hybrid schedule in accordance with existing Museum policy. However, the Museum reserves the right to amend its policy after proper notice and an opportunity to bargain is provided to the Union.

29. Miscellaneous

- a. The Museum shall provide notice (consisting of name and department) to the Union of new hires who will belong to the bargaining unit within 14 days of their date of hire.
- b. Compensatory Time shall be a standing issue to discuss during the parties' Labor Management Committee meetings.

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



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

8/19/2025

Date: _____



Museum of Fine Arts, Boston

Date: 8/20/2025 _____

Attachment A

July 1, 2025

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

Re: Article 2, Section 3 Exclusions

Dear Ms. Rosenstein:

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

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

Very truly yours,

Kevin T. Sharp

Attachment B

ADDENDUM A

MEMORANDUM OF AGREEMENT

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

Section 1

Assignment of Courses

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

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

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

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

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

Section 2

On-Call Status

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

Section 3

Wages

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

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

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

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

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

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