

# **Collective Bargaining Agreement**

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Between

**The Tacoma Art Museum**

And

**The Washington Federation of  
State Employees**

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**2025-2027**

## **PREAMBLE**

The Tacoma Art Museum, hereinafter referred to as “TAM” or the “Employer,” does hereby enter into an agreement with the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, hereinafter referred to as the “Union,” for the purpose of providing harmonious working relations between the Employer and the employees, promoting efficiency, establishing equitable and peaceful procedures for the resolution of differences, and establishing rates of pay, hours of work, and other terms and conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for all full-time and part-time employees of the Employer, but excluding Security Control Room Operators, managerial, supervisory and confidential employees.

When any new position is created, that position will be included or excluded from the bargaining unit consistent with the position’s duties, responsibilities, confidentiality, and general organizational structure, consistent with the National Labor Relations Act. In the event that new classifications appropriate to the bargaining unit are established, these positions will be covered by the terms and conditions of this Agreement. If the Employer elects to create a new job classification within the bargaining unit, the Employer and Union shall meet and negotiate the wages for the new position before the Employer posts the job for recruitment. The Union will be notified of newly created positions within work groups where bargaining unit members are employed.

## **ARTICLE 2**

### **UNION SECURITY AND MEMBERSHIP**

#### **Section 2.1 – Current Employee Union Security and Membership**

The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

#### **Section 2.2 – Union Security and Membership**

- (a) The Employer further agrees that all new employees hired into the appropriate bargaining unit subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.
- (b) The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that they have not acquired and maintained membership

in the Union. In the event the employee fails or refuses to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

- (c) Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.
- (d) Any employee in a designation covered by this Contract who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a labor organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of membership and historical objections satisfactory to the Union, be relieved of any obligation to pay applicable fees to the Union. Said employee shall be required to pay an amount of money equivalent to regular dues to a qualified charitable organization selected by the employee. Payments are to be made on a regular monthly basis or in advance, and proof of payment will be sent by the employee to the Union within ten (10) calendar days of each payment.
- (e) Employees who opt out of union membership must still pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. Any employee who does not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, is entitled to an appropriate reduction in their payment.
- (f) Voluntary Deductions
  - a. PEOPLE
    - i. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each payday, any deductions made to the Union together with an electronic report showing:
      - a. Employee name;
      - b. Personnel number;
      - c. Amount deducted; and
      - d. Deduction code.

## **Section 2.3 – Union Access**

The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this

Agreement, and the Union Representative will first make their presence and purpose known to the Employer.

#### **Section 2.4 – Union New Member Orientation**

The Employer will arrange with the designated Union Representative an opportunity to introduce themselves and provide a brief overview of the Union to Union Employees during onboarding.

#### **Section 2.5 – Shop Steward**

The Employer shall recognize the Shop Steward who shows authority from the Union as a duly accredited Union representative who may investigate all complaints, represent their co-workers in investigatory and grievance meetings, and attend Union contract votes. Prior to engaging in any of the above activities, Stewards are expected to work with their designated supervisor to ensure that the flow of work is not unduly interrupted. Stewards are expected to follow Employer policy on confidentiality except as necessary for legitimate purposes of investigating and processing possible grievances when the grievant involved agrees to the disclosure. Stewards will utilize discretion, sensitivity and reasonable judgment in dealing with confidential information.

#### **Section 2.6 – Dues Deductions**

The Union will notify the Employer of its fees and dues. The Employer will deduct such fees and Union dues from the wages of the employees who have authorized such deductions by submitted a dues check-off authorization form to the Employer.

Forty-five (45) calendar days prior to any change in dues and/or fees, the Union will provide the Employer the percentage and maximum dues and/or fees to be deducted from the employee's salary. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Employer with the percentage and maximum dues to be deducted from the employee's salary.

#### **Section 2.7 – Status Reports**

No later than the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit:

1. Personnel number; Employee name;
2. Mailing address;
3. Personnel title;
4. Organization unit code, abbreviation and title;
5. Work phone number;
6. Work e-mail address (if available);
7. Employee group;
8. Job class code and title;
9. Appointment date;
10. Position number;
11. Pay scale level;
12. Employment percent;

13. Seniority date;
14. Separation date;
15. Special pay code;
16. Total salary from which union dues is calculated;
17. Deduction wage type;
18. Deduction amount;
19. Overtime eligibility designation;
20. Retirement benefit plan;
21. Action reason, title, and effective date (including entering or leaving the
22. bargaining unit and starting or stopping dues); and
23. Permanent or non-Permanent status.

Information provided pursuant to this Section will be confidentially maintained by the Union in accordance with applicable law.

### **ARTICLE 3**

#### **NONDISCRIMINATION**

Under this Agreement, both parties agree unlawful harassment will not be tolerated. Neither party will discriminate against employees on the basis of any protected class or activity in accordance with state law.

Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with Employer policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within twenty-eight (28) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, veteran status, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status or because of the participation or lack of participation in union activities.

## **ARTICLE 4**

### **HIRING AND APPOINTMENTS**

#### **Section 4.1 – Filling Positions**

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the museum.

- (a) The layoff list will consist of employees who have elected to place their name on the layoff list through Article 12, Layoff and Recall, of this Agreement.
- (b) When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
  - a. The most senior candidate on the museum internal layoff list with the
  - b. required skills and abilities, as determined by the Employer, will be appointed to the position.

#### **Section 4.2 – Recruitment and Application Process**

The Employer will determine the recruitment process used to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days. One (1) recruitment announcement may be used to fill multiple open positions. Upon request, the museum will assist employees through the application process.

#### **Section 4.3 – Movement of Permanent Employees**

- (a) Prior to certifying candidates for vacancies in the bargaining unit in accordance with Section 4.1, the Executive Director may grant an administrative transfer, voluntary demotion or elevation within the museum as long as the permanent employee has the skills and abilities required to perform the duties of the position.

Employees desiring a transfer, voluntary demotion or elevation may initiate a request in writing to the human resources office, and the Executive Director will consider these individuals for an opening.

- (b) Candidates interviewed will be notified of the hiring decision.
- (c) In addition, employees who are interested in a transfer, voluntary demotion, or elevation within TAM may also apply in accordance with the processes outlined in Section 4.2, above.

#### **Section 4.4 – Types of Appointment**

- (a) Interim employment during periods of high workload

The Employer may make interim appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted. Interim appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee. An interim appointee must have the skills and abilities required for the position.

The Employer may convert an interim appointment into a permanent appointment if the Employer used a competitive process to fill the interim appointment. The Employer must follow or appoint an internal layoff candidate, if one exists, before converting an employee from an interim appointment to a permanent appointment.

Interim employees will be bargaining unit members.

(b) Temporary employment for intermittent work

The Employer may fill a bargaining unit position with an interim employee where the work is intermittent in nature, is sporadic and it does not fit a particular pattern.

Temporary employees will be bargaining unit members.

(c) Project Employment

The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.

Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period. The Employer may convert a project appointment into a permanent appointment.

The layoff and recall rights of project employees will be in accordance with the provisions in Article 12, Layoff and Recall.

(d) Contract Work

At times, the Employer may need to use a temporary, non-employee, contracted workforce to complete certain projects that may include work that is associated with the bargaining unit. These projects may include, but are not limited to, art installation for large exhibitions, art installation for exhibitions with expedited timelines, and skill-specific art classes. These projects are limited in scope. The Employer retains the right to contract with outside entities and individuals to facilitate such projects at its sole discretion.

This type of work shall not inadvertently result in a reduction of workforce within the bargaining unit or inhibit in any way its opportunity to increase its numbers based on the Employer's growth.

- (e) During the term of this Agreement, the Employer and Union will work together to develop a cross training program to promote professional development.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

#### **Section 5.1 – Management Rights**

The Employer retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by this Agreement. The Employer agrees that nothing in this Article shall be construed to mean that any Union or employee rights under the law are waived.

Except to the extent expressly limited by a specific provision of this Agreement or by operation of law, the Union agrees that the management of the business and the direction of the workforce is in the sole discretion, and is the sole responsibility of, the Employer, except this does not limit the Union's rights under the National Labor Relations Act (NLRA).

The Employer reserves and retains, solely and exclusively, all of its rights, functions, and prerogatives of management including, but not limited to, the right to hire new employees; to discipline; to plan, direct, and control the entire operation of the Employer; to determine the qualifications, size, and composition of the workforce; to carry out the ordinary and customary functions of management, whether or not possessed or exercised by the Employer prior to the execution of the Agreement.

#### **Section 5.2 – Indemnification**

The Union agrees to indemnify and hold the Employer harmless for any claims that may arise out of the enforcement of Article 2 of this contract.

## **ARTICLE 6**

### **HOURS OF WORK**

#### **Section 6.1 – Definitions**

(a) Full-time Employees

Employees who are scheduled to work an average of forty (40) hours per workweek.

(b) Overtime-Eligible Position

An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.

(c) Overtime-Exempt Position

An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.



(d) Part-time 30 Employees

Employees who are regularly scheduled to work 21-39 hours per work week.

(e) Part-time 20 Employees

Employees who are regularly scheduled to work 20 hours or less per work week.

(f) Workday

One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

(g) Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

(h) Work Shift

The hours an employee is scheduled to work each workday in a workweek

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

(i) Work Shift

The hours an employee is scheduled to work each workday in a workweek.

(j) Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. A workweek is defined as Monday – Sunday.

## **Section 6.2 – Exempt Status Determination**

Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. When the Employer determines that an overtime-eligible position is overtime-exempt, the employee and the Union will be notified in writing of the determination.

## **Section 6.3 – Overtime-Eligible Employees**

(a) Regular work schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. With the exception of staff that does not work a set schedule, such as but not limited to Visitor Services Staff, the regular work schedule will normally include two (2) consecutive scheduled days off.

(b) Alternate work schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws.

Employees may request alternative work schedules and such requests will be approved by the Employer, except as provided below, subject to business and customer service needs. The Employer may deny requests at its discretion, including the consideration of any performance or attendance concerns. The Employer will consider employees' personal and family needs.

(c) Permanent schedule changes

Overtime-eligible employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive twenty one (21) calendar days' written notice of a permanent schedule change, which will include the reason for the schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of daily work shifts during a workweek do not constitute a permanent schedule change.

(d) Employee-requested schedule changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met.

(e) Time worked

An overtime-eligible employee, will be compensated for all time worked in accordance with applicable law.

**Section 6.3 – Meal and Rest Breaks.**

Unpaid meal periods for non-exempt employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than their scheduled shift will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work.

Non-exempt employees will be allowed one (1) rest period of fifteen (15) minutes for every three (3) hours worked. Rest breaks will be scheduled as near to the middle of a four-hour work period as possible, but employees will not work more than three consecutive hours without taking a rest

break. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work.

## **ARTICLE 7**

### **HOLIDAYS**

#### **Section 7.1 – Paid Holidays**

The following days shall be observed as paid holidays:

- |                              |                             |
|------------------------------|-----------------------------|
| • New Year's Day*            | January 1 <sup>st</sup>     |
| • Martin Luther King Jr. Day | Third Monday in January     |
| • President's Day            | Third Monday in February    |
| • Memorial Day               | Last Monday in May          |
| • Juneteenth                 | June 19 <sup>th</sup>       |
| • Independence Day*          | July 4 <sup>th</sup>        |
| • Labor Day                  | First Monday in September   |
| • Thanksgiving*              | Fourth Thursday in November |
| • Christmas*                 | December 25 <sup>th</sup>   |

\*Denotes Museum closure. Employees shall be granted the holidays on which the Museum is closed with no deduction in salary.

Holidays that are not a full Museum closure, that fall on a Saturday, Sunday, or Monday will be observed on the prior Friday. The Museum's regular operating hours will be maintained by Visitor Services and Café and Store staff.

Holidays that occur during any scheduled paid time off will not be deducted from the paid time off bank.

## Section 7.2 – Holiday Pay

Regular employees who are scheduled to work and do work on a paid holiday shall be compensated at their regular rate of pay, prorated by FTE. Holiday premium pay will be provided to eligible employees on the following paycheck. For all holidays, regardless of whether the museum remains open or closes, employees are eligible for holiday premium pay as follows:

Part-time 20 Employees	Part-time 30 Employees	Full-time Employees
5.0 hours	7.5 hours	10 hours

When the museum is closed for a holiday that falls on a Thursday, all VS Staff, regardless of part-time versus full-time status, shall receive 10 hours of pay.

## ARTICLE 8

### TRANSGENDER & SEX NON-CONFORMING EMPLOYEES

The Tacoma Art Museum does not discriminate in any way on the basis of gender, gender identity, or gender expression. This Article is designed to create a safe and productive workplace environment for all employees.

#### **Purpose**

This Article sets forth guidelines to address the needs of transgender and gender non-conforming employees and clarifies how the law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such employees. This Article does not anticipate every situation that might occur with respect to transgender or gender non-conforming employees, and the needs of each transgender or gender non-conforming employee must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of transgender or gender non-conforming employees while maximizing the employee's workplace integration and minimizing stigmatization of the employee.

#### **Core Concepts**

The definitions provided here are not intended to label employees but rather to assist in understanding this Article and the legal obligations of employers. Employees may or may not use these terms to describe themselves.

**What is the difference between gender and sex?** *Sex* (i.e., male, female, or intersex) is assigned at birth based on a combination of a baby's biological characteristics, including chromosomes, hormones, and reproductive organs, and is originally documented on a person's birth certificate. The World Health Organization defines *gender* as the "socially constructed roles, behaviors, activities, and attributes that a given society considers appropriate" based on sex.

**Agender:** An identity under the nonbinary and transgender umbrellas. Some agender individuals have no gender identity, although some define agender as having a gender identity that is neutral.

**Bi gender:** An identity under the nonbinary and transgender umbrellas. Bi-gender individuals identify with more than one gender.

**Cisgender:** A person whose gender identity matches with the sex they were assigned at birth.

**Gender Identity:** A person's internal sense of being male, female, or something else such as agender, binary, gender fluid, gender nonconforming, genderqueer, or nonbinary. Since gender identity is internal, one's gender identity is not necessarily visible to others. All people have a gender identity.

**Gender Expression:** How a person represents or expresses one's gender identity to others, often through behavior, clothing, hairstyles, voice, or body characteristics. All people have a gender expression.

**Gender nonconforming (GNC) or genderqueer:** Terms for people whose gender identity and/or expression is different from societal expectations related to gender.

**Intersex:** Refers to a person who is born with sexual or reproductive anatomy that does not fit within the sex binary of male or female, encompassing a variety of sex expressions.

**Transgender:** A broad term for people whose gender identity or expression is different from those typically associated with their sex assigned at birth. "Trans" is shorthand for "transgender." Note: Transgender is correctly used as an adjective, for example: "transgender people," "people who are transgender," "a woman who is transgender," etc. However, "transgenders" or "transgendered" are incorrect and disrespectful.

**Gender Non-conforming or Genderqueer:** This term describes people who have, or are perceived to have, gender characteristics and/or behaviors that do not conform to traditional or societal expectations. Keep in mind that these expectations can vary across cultures and have changed over time.

**Transition:** A broad term commonly used to refer to the ongoing process by which a person alters components of their gender expression and/or other personal characteristics to better align with their gender identity. A person's transition may or may not include a combination of social changes (e.g., name, pronouns, appearance and/or clothing), legal changes (e.g., legal name and/or legal gender markers), and medical changes (e.g., gender-affirming hormone therapy and/or surgeries). Note: Not all transgender and/or non-binary people want to transition or are able to access the resources necessary to do so. However, regardless of whether, how, or when a person takes any, some, or all of these actions, their gender identity is valid and should be respected and affirmed.

**Transphobia:** The hatred or fear of transgender, nonbinary, and gender nonconforming people. This sometimes leads to acts of violence and expressions of hostility. Transphobia is not confined to any one segment of society and can be found in people from all walks of life.

**Queer:** An umbrella term which embraces a variety of sexual preferences, orientations, and habits of those who are not among the exclusively heterosexual and monogamous majority. Although the term was once considered derogatory and offensive, the community has reclaimed the word and now uses it widely as a form of empowerment. Younger generations tend to use the term "queer"

for reasons such as the fact that it does not assume the gender of the queer person or the gender of any potential romantic partners, and/or in order to make a political statement about the fluidity of gender.

**Sexual Orientation:** A person's identity in relation to whom they are attracted to. All people have a sexual orientation. Sexual orientation, gender identity, and gender expression are distinct components of a person's identity. Sexual orientation should not be confused with a person's gender identity or gender expression.

**LGBT or LGBTQ:** Shorthand for lesbian, gay, bisexual, transgender, and queer people.

**Nonbinary:** A term used by people who identify as neither entirely male nor entirely female. This can include people who are agender, bigender, genderfluid, gender nonconforming, and genderqueer, among others. Some nonbinary people identify as transgender, while others do not.

**Pronouns:** Terms used to substitute a person's name when they are being referred to in the third person. Some common pronouns include he/him/his, she/her/hers, and they/them/their(s). A person's gender should not be assumed based on their pronouns.

### **Harassment & Discrimination against LGBTQ Employees**

It is unlawful and violates the Tacoma Art Museum's policy and this agreement to discriminate in any way against an employee because of the employee's actual or perceived gender identity. Additionally, it also is unlawful and contrary to this Article and agreement to retaliate against any person objecting to, or supporting enforcement of legal protections against, gender identity discrimination in employment.

### **Gender Transition Guidelines**

These guidelines are intended for TAM's transgender and gender non-conforming employees, their coworkers, managers, human resource professionals, LGBT employee group leaders and others who may be involved in a workplace gender transition. It covers best practices for employees and managers. For more information about gender transition in the workplace, including guidelines for colleagues, communication with visitors and volunteers, and sample transition plans, see the American Alliance of Museum's Guidelines for Gender Transition in Museums.

#### **(a) Expectations for Transitioning Employees**

If you are the transitioning individual, you have the right to openly be who you are. This means that while still maintaining professional expectations, you may express your gender identity, characteristics, or expression without fear of consequences. As part of a team, it is important for you to do your part to make the transition successful and one of the first steps is to inform key personnel who can assist you.

Your first point of contact may be: a member of Management or Human Resources. It is important that at some point your immediate manager and/or Human Resources becomes part of your support team. You will work with your first point of contact to develop a

transition plan detailing how information about your transition will be communicated to other TAM employees and stakeholders as necessary.

Remember, as with all employees, you are covered under TAM's non-discrimination policy; however, TAM must be aware to provide support.

(b) Expectations for Managers

TAM is committed to and supports diversity. If someone who reports to you informs you of their desire to transition or if an individual in your team is currently in the transition process, your support is critical.

If you are unfamiliar or uncomfortable with the transition process:

- a. Allow the transitioning individual to educate you (if they are willing). Additional education and support is available from the Employee Assistance Program and HR.
- b. Listen carefully to what the individual is telling you about how they'd like to be treated. For example, do they want to keep their transition as quiet as possible or do they wish to celebrate publicly?
- c. Be open-minded and discuss the transitioning individual's needs and concerns.
- d. If you oversee, manage, or lead an employee who is transitioning, it is important that you demonstrate understanding, and use a sensitive approach to their needs and concerns.

Based on past experiences of bias, it may be quite stressful and frightening for the employee to make themselves vulnerable to a person upon whom their job depends. It is important that you make it clear that your conversation will be held in confidence. Also ask their permission to talk to HR for further assistance.

Transitioning employees will develop a Transition Plan in collaboration with their point of contact (who maybe you, HR, or another person).

Not only do the specific steps of transition and their timing vary, but individuals also differ in how public they want to be as they transition. Some individuals prefer that very few people know they are about to transition and hope that after the transition they can quietly blend in as members of their new gender. Others are committed to educating the public about transitioning and are eager to answer questions and continue to talk openly about being transgender long after transition.

Work situations vary, too. The type of workforce, the nature of work being done, and the amount of interaction the individual employee has with peers and visitors all have a bearing on how the transition should be handled. For all these reasons, there is no single formula for managing transitions in the workplace.

It is important to work closely with the employee to ensure we respect their privacy and their preference on the amount of information that should be shared with the rest of the employees. It is essential that open and honest communication be established to build trust for each party. With each right, also comes responsibility or an expectation. A successful

transition in the workplace can only occur with commitment and understanding of each involved party.

Control over the flow of information is very important in managing the transition process. The manner in which co-workers and clients are informed about the employee's change and the

timing of this disclosure are critical in making the transition progress smoothly. Therefore, confidentiality should be a primary concern in the early stages of transition planning.

(c) Expectations for Staff

TAM is committed to and supports diversity. All staff are expected to treat co-workers with respect and dignity.

If a co-worker is transitioning and you are not certain which pronouns to use, it is appropriate to respectfully ask their name and which pronouns you should use. In general, it's considered insensitive to refer to someone by the wrong pronoun once you have established which pronouns the person uses.

Honest mistakes may be made at the beginning of a transition process. Continued and prolonged use of the incorrect name and/or pronouns to refer to a colleague can be considered harassment and will be addressed under TAM's Harassment, Discrimination, and Workplace Violence policy.

(d) Transition-related Changes

a. Name and gender change

Legal name and gender marker (i.e., "M" or "F" on legal identity documents) changes can sometimes take months or even years to get updated depending on the circumstances. Until then, every effort will be made to use the new name and gender marker on all documentation (e.g., email, phone directory, badge, name tag, etc.). The only exception is where records must match the person's legal name, such as on payroll and insurance documents.

Employees with a legal change of name and/or gender marker should notify HR in writing. This change should update all internal and benefits-related systems. In everyday written and oral communication, the new name and pronouns will be used when the individual is ready, in accordance with their Transition Plan.

b. Email

TAM's email system is not linked to the employee's legal name. To change your name in the email system, contact HR. The transitioning employee should change the name and pronouns in their email signature in accordance with their Transition Plan.

c. Communication



The employee's Transition Plan will detail how and when co-workers and other stakeholders will be informed of the transition.

## **ARTICLE 9**

### **SEVERE INCLEMENT WEATHER AND NATURAL DISASTERS**

#### **Section 9.1 – Severe Inclement Weather or Natural Disaster Response**

If the Employer decides that work location is non-operational or inaccessible due to severe inclement weather, conditions caused by severe inclement weather, a natural disaster, or other emergency circumstances, employees will be released with no loss of pay during the disruption of services.

If the work location remains operational during a period of inclement weather, employees who report to work late because of conditions caused by severe inclement weather or a natural disaster will be allowed one (1) hour of paid time or the actual period of delay, whichever is shorter. Whether a situation is considered severe inclement weather or a natural disaster for purposes of this Section will be determined by the Employer at its sole discretion.

#### **Section 9.2 – Release for Severe Inclement Weather or Natural Disaster**

If the Executive Director or designee determines a work location is non-operational after the work shift has begun, employees will be released for the balance of the day without loss of pay.

## **ARTICLE 10**

### **COMPENSATION**

#### **Section 10.1 – Fiscal Year 2026**

Effective July 1, 2025 (FY26), TAM will:

- (a) Increase two existing benefits-eligible VS Leads, selected at the Employer's discretion, to a rate of \$22/hr, and increase their status from PT-30 to FT (Full time, 40 hours per week).
- (b) Promote one existing (PT-20) vs staff to FT, in a new position "VS Store Lead" see attached job description. Duties and pay to be the same as VS Lead, but with primary focus on Store.
- (c) Increase one additional VS staff position (PT-20) to FT, benefits-eligible positions, selected at the Employer's discretion, at a rate of \$20/hr.
- (d) Increase the remaining VS staff positions to \$20/hr.
- (e) Issue a three percent (3%) wage adjustment to all represented staff who have not already received increases per the above.
- (f) At time of ratification, issue an additional one-time "years of service" adjustment to current staff based on the criteria outlined below. Staff who have reached the milestones below, at time of ratification, shall receive their "years of service" adjustment on the date they reach

their anniversary date. If an employee will reach their next anniversary milestone during the term of this agreement, they will be granted the next milestone's percentage at time of ratification. This is not to be considered an ongoing program beyond the one-time increase.

- a. Staff who have celebrated their 5 year anniversary: 2% increase
- b. Staff who have celebrated their 10 year anniversary: 4% increase
- c. Staff who have celebrated their 15 year anniversary: 6% increase
- d. Staff who have celebrated their 20 year anniversary: 8% increase

### **Section 10.3 – Fiscal Year 2027**

Effective July 1, 2026 (FY27), TAM will:

- (a) Increase the wages of represented staff by three percent (3%)

### **Section 10.4 – Parking**

The Employer will provide all staff with a permanent monthly parking pass to park in select pre-defined parking spots onsite. The cost of these employer paid benefits will be noted on employee pay stubs along with other employee paid benefits.

### **Section 10.5 – ORCA Cards**

The Employer shall provide all employees with an ORCA card in accordance with Employer policy, subject to Sound Transit program availability and general employer participation.

## **ARTICLE 11**

### **PERFORMANCE EVALUATION**

#### **Section 11.1 – Objective of Performance Evaluations**

The Employer will evaluate employee work performance. The performance evaluation process will include performance goals and expectations that reflect the organization's objectives.

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with Employer requirements.

To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to receive any needed additional training and/or to correct the problem before it is mentioned in an evaluation.

#### **Section 11.2 – The Evaluation Process**

Employee work performance will be evaluated at least annually. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

- (a) Reviewing the employee's performance;
- (b) Identifying ways the employee may improve their performance;
- (c) Updating the employee's position description, if necessary;
- (d) Identifying performance goals and expectations for the next appraisal period; and
- (e) Identifying employee training and development needs.

The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's written signature or electronic acknowledgment of the forms, and any comments by the employee. The evaluation, including employee comments, will be considered by the reviewer. Once completed and signed/acknowledged by the reviewer, a copy will be provided to the employee (with reviewer comments, if any), who may provide responsive comments to be attached to the evaluation. The completed and signed/acknowledged performance evaluation form, including the employee's comments, will be maintained in the employee's personnel file.

If an employee has been fully exonerated of misconduct in a disciplinary grievance by the Employer or an arbitrator or the Employer determines that allegations of misconduct are false, then references to the misconduct in the performance evaluation will be removed.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

#### **Section 12.1 – Definitions**

Layoff is an Employer-initiated action, taken in accordance with Section 34.3 below, that results in:

- (a) Separation from service with the Employer,
- (b) Reduction in the work year, or
- (c) Reduction in the number of work hours.

#### **Section 12.2 – Bases for Layoff**

Layoffs may occur at the Employer's discretion for reasons such as:

- (a) Lack of funds;
- (b) Lack of work;
- (c) Good faith reorganization;
- (d) Termination of a project; or
- (e) Emergencies.

### **Section 12.3 Formal Options**

- (a) Employees will be laid off in accordance with seniority, as defined in Article 22, Seniority, Employees being laid off will be provided the following options to comparable positions within the layoff unit, in descending order, as follows:
  - a. A vacant position for which the employee has the skills and abilities, within their current job classification.
  - b. A filled position held by the least senior employee for which the employee has the skills and abilities, as determined by the Employer, within their current permanent job classification.
  - c. A vacant or filled position held by the least senior employee for which the employee has the skills and abilities, as determined by the Employer, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.
- (b) For multi-employee layoffs, more than one (1) employee may be offered the same, vacant or filled position. In this case, the most senior employee with the skills and abilities, as determined by the Employer, who accepts the position will be appointed.
- (c) Employees who are laid off may request to have their name placed on the layoff lists for the job classifications they have held, regardless of a break in service.

An employee being laid off may be offered a funded vacant position to job classifications or job family and level they have not held permanent status within their layoff unit, provided the employee meets the skills and abilities required of the position, as determined by the Employer, and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

### **Section 12.4 – Voluntary Layoff, Leave without Pay, or Reduction in Hours**

The Employer, at its discretion, may allow an employee to volunteer to be laid off, take leave without pay, or reduce their hours of work in order to reduce layoffs. In those situations where an employee has volunteered to be laid off, the Employer will designate the separation of employment as a layoff for lack of work and/or lack of funds. Employees who volunteer to be laid off may have their names placed on the layoff lists for the job classifications in which they held permanent status.

#### **Section 12.5 – Notification to the Union**

The Employer will notify the Union before implementing a layoff or a temporary reduction of work hours. Upon request, the Employer will discuss impacts to the bargaining unit with the Union. The discussion will not serve to delay the onset of a layoff or a temporary reduction of work hours unless the Employer elects to do so. The parties will continue to communicate through all phases of the layoff or the temporary reduction of work hours to ensure continued compliance with the Agreement.

#### **Section 12.6 – Notification to Employees**

Except for temporary reduction in work hours and temporary layoffs as provided, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice on the same day it is provided to the employee.

If the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid their salary for the days they would have worked had full notice been given.

Employees will be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.

#### **Section 12.7 – Recall**

The Employer will maintain layoff lists for each job classification,. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off and will indicate the geographic areas in which they are willing to accept employment. Additionally, employees may request to have their name placed on layoff lists for other job classifications in which they have held permanent status regardless of a break in service. An employee will remain on the layoff lists for three (3) year from the effective date of the qualifying action and may request to be placed on the layoff lists for which they qualify at any time within the three (3) year period.

When a vacancy occurs within TAM and when there are names on the layoff list for that job classification, the Employer will fill the position in accordance with Article 4, Hiring and Appointments.

### **ARTICLE 13**

## **INVESTIGATIONS AND DISCIPLINE**

### **Section 13.1 – Discipline and Just Cause**

The Employer will not discipline or discharge any permanent employee without just cause. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such. The level of discipline imposed will be based on the act that led to discipline. When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

### **Section 13.2 – Investigations**

The Employer has the authority to determine the method of conducting investigations. Upon request by the employee, if an investigation lasts longer than ninety (90) days from the date the employee was notified of the investigation, and every thirty (30) days thereafter, the Employer will provide a written explanation to the employee and the designated Union representative of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed.

### **Section 13.3 – Investigatory Interviews**

Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.

Employees who are the subject of an investigatory interview will be informed of the general nature of the allegation(s) before the employee is asked to respond to questions concerning the allegation(s).

If an investigator requests that an employee sign a statement, the employee may review the statement and submit corrections, if any. The employee will sign the statement to acknowledge its accuracy when no corrections are necessary or when the investigator revises the statement to accept the employee's corrections.

Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file.

### **Section 13.4 – Pre-Disciplinary Meetings**

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the Union staff representative in writing of the reasons for the contemplated discipline, an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the Union on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked. Excluding oral and written reprimands, the Union will be provided copies of disciplinary actions.

### **Section 13.5 – Disciplinary Reduction in Pay**

The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

### **Section 14.1 – Grievance Defined**

#### **(a) Grievance Definition**

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Article includes the term “grievants.”

#### **(b) Filing a Grievance**

Grievances may be filed in accordance with Section 22.3 by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 3 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 3 meeting, the meeting will be postponed.

#### **(c) Computation of Time**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last

day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

(d) Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

(e) Contents

The written grievance must include the following information:

- a. A statement of the pertinent facts surrounding the nature of the grievance;
- b. The date upon which the incident occurred;
- c. The specific article and section of the Agreement violated;
- d. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
- e. The specific remedy requested;
- f. The name of the grievant; and
- g. The name of the Union representative.

(f) Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

(g) Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

(h) Withdrawal

A grievance may be withdrawn at any time.

(i) Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

(j) Pay

Release time will be provided to grievants and union stewards in accordance with Article 16 Employee Rights and Article 18 Union Activities.

(k) Consolidation

Upon mutual agreement may consolidate grievances arising out of the same set of facts.

(l) Bypass



Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

(m) Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

(n) Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

(o) Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a grievance. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

(p) Steward Mentoring

With the agreement of the Employer, additional Union stewards will be allowed to observe a management scheduled grievance meeting for the purpose of mentoring and training.

### **Section 14.3 – Filing and Processing**

(a) Filing

- a. A non-disciplinary grievance (excluding a non-disciplinary separation grievance or a grievance related to an oral or written reprimand must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. All other disciplinary grievances, non-disciplinary separation grievances, disability separation grievances or grievances related to layoff must be filed within twenty-eight (28) days of the effective date of the discipline, non-disciplinary separation, disability separation or layoff. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.
- b. The preferred method of filing a written grievance is by email, but a grievance may also be filed via hard copy with the Human Resources Department or Executive Director.

(b) Processing

- a. Step 1 – Informal Resolution: the grievance should be filed within 28 days of the occurrence, or the date when the employee reasonably should have known of the occurrence which gave rise to the grievance, to HR. If the grievance involves HR staff, the grievance shall be submitted to the Executive Director as a Step 2 grievance.
- b. Step 2 – Executive Director or Designee: If the issue is not resolved at Step 1, the Union may present a written grievance to the Executive Director or designee with

a copy to the Human Resources Office within the twenty-eight (28) day period described above. The Executive Director or designee will meet or confer by telephone or video conference with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting. A grievance related to Article 8 Transgender & Sex Non-Conforming Employees cannot proceed beyond Step 3.

- c. Step 3 – Mediation: If the grievance is not resolved at Step 2, the Union may, by written notification to the Executive Director within thirty (30) days of receipt of the answer at Step 2, request mediation by requesting the Federal Mediation and Conciliation Services (FMCS) to provide such services. The proceedings of any mediation or will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by or to the mediator, or by or to any party or other participant in the mediation or meeting, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.
- d. Step 4 – Arbitration: If the grievance is not resolved at Step 4, the Union may by written notification to the Executive Director within thirty (30) days of receipt of the answer at Step 2, request arbitration by requesting the American Arbitration Association (AAA), or other mutually acceptable arbitration service, to provide a list of nine (9) arbitrators. Selection of the arbitrator will be made by the parties alternately striking a name from the list until only one name remains as the arbitrator selected. The parties will alternate who makes the first strike, with the Union making the first strike in the first arbitration conducted under this Section.

The decision of the arbitrator will be final and binding upon the Union, the Employer, and the grievant.

#### (c) Arbitration Costs

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.

If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case.

If, after the arbitrator issues their award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

#### **Section 14.4 – Successor Clause**

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

### **ARTICLE 15**

#### **PERSONNEL FILES**

##### **Section 15.1 – Personnel File**

There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the museum.

##### **Section 15.2 – Examination of File**

An employee may examine their own personnel file. The Employer will provide access to the file as soon as possible but not more than seven (7) calendar days from the date of a request. An employee will not be required to take leave to review these files. Written authorization from the employee is required before any representative of the employee will be granted access to these files. An employee may provide a written rebuttal to any information in the files that they consider objectionable.

##### **Section 15.3 – Copies of Documents**

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to their work performance placed in their personnel file.

##### **Section 15.4 – Removal of Documents**

- (a) Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files.
- (b) Written reprimands will be removed from an employee's personnel file after five (5) years if:
  - a. Circumstances do not warrant a longer retention period; and
  - b. The employee submits a written request for its removal.
- (c) Records of disciplinary actions involving, suspensions or demotions, and written reprimands will be removed after five (5) years if:
  - a. Circumstances do not warrant a longer retention period; and
  - b. The employee submits a written request for its removal.
- (d) Nothing in this Section will prevent the Employer from agreeing to an earlier removal date.
- (e) Once a discipline, performance evaluation or other document has been removed, or is eligible to be removed from the personnel file as outlined in Subsections 31.6 B, or above,

the information removed will not be used in subsequent disciplinary actions, unless mutually agreed otherwise.

## **ARTICLE 16**

### **EMPLOYEE RIGHTS**

#### **Section 16.1 – Use of Volunteers and Student Workers**

The Employer will use volunteers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers will not supervise bargaining unit employees.

#### **Section 16.2 – Right to Representation**

Upon request, an employee may have a Union Representative or Shop Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action.

#### **Section 16.3 – Attendance at Meetings**

An employee will be granted time during their normal working hours to attend the following meetings scheduled by management:

- (a) Investigatory interviews and pre-disciplinary meetings; and
- (b) Informal grievance resolution meetings, grievance meetings, mediation sessions, and arbitration hearings. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.

#### **Section 16.4 – Workload**

If an employee believes their workload is not achievable within the worktime authorized by the Employer, the employee may seek the assistance of their supervisor. The supervisor is responsible for providing the employee with direction and guidance that may include the setting of priorities, adjustment of work, or other actions that will assist the employee in the accomplishment of their work assignments. If the workload concerns are similar, the Union may raise these issues at the appropriate Union-Management Communications Committee.

## **ARTICLE 17**

### **UNION-MANAGEMENT COMMUNICATION COMMITTEES**

#### **Section 17.1 – Purpose**

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner. Ad-hoc committees may be established by mutual agreement.

#### **Section 17.2 – Committees**

The Union Management Communication Committee will be composed of up to three (3) employee representatives selected by the Union and up to three (3) Employer representatives. Additional staff of the Union and the museum may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted at least every three (3) months, unless agreed otherwise.

#### **Section 17.3 – Participation and Process**

- (a) The Union will provide the Employer with the names of its committee members at least seven (7) calendar days in advance of the date of the meeting. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work. Employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for union management communication committee meetings.
- (b) Employees attending committee meetings during their work time will have no loss in pay.
- (c) All committee meetings will be scheduled on mutually acceptable dates and times.
- (d) Each party will provide the other with any topics for discussion seven (7) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of the Agreement, changes to law, workplace issues and/or organizational change. Either party may cancel this meeting if mutually agreed upon by both parties.
- (e) If topics discussed result in follow-up by either party, communication will be provided by the responsible party. The parties are authorized, but not required, to document mutual understandings.

## **ARTICLE 18**

### **UNION ACTIVITIES**

#### **Section 18.1 – Staff Representatives**

- (a) Notification and Recognition
  - a. The Union will provide the Employer with a written list of staff representatives
  - b. The Employer will recognize any staff representative on the list.

- c. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- (b) Access
  - a. Staff representatives may have access to the Employer's offices or facilities within normal operating hours and as availability allows at no cost in accordance with museum policy to carry out representational meetings.
  - b. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of TAM.
  - c. In accordance with Section 18.3 below, staff representatives and bargaining unit members may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

### **Section 18.2 – Union Stewards**

- (a) The Union will provide the Employer with a written list of current union stewards. The Union will maintain the list. The Employer will not recognize an employee as a union steward if their name does not appear on the list.
- (b) Union stewards will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for and attend meetings for the following representational activities:
  - a. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 13 Discipline;
  - b. Union Management Communication Committees and other committee meetings if such committees have been established by mutual agreement; and/or
  - c. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions and arbitration hearings held during their work time.
  - d. New Employee Orientations and meetings in accordance with Section 18.9. In addition, union stewards will be provided a reasonable amount of time during their normal working hours, as determined by the Employer, to investigate and process grievances
- (c) The union steward must obtain prior approval from their supervisor to prepare for and/or attend any meeting during their work hours. With prior notification to the Employer, off-duty stewards will have access to the worksite to perform representational duties as long as the worksite is open and/or operational and there are no other reasons to preclude such access.

### **Section 18.3 – Use of Facilities, Resources, and Equipment**

#### **(a) Meeting Space and Facilities**

The Employer's equipment, offices and facilities may be used by the Union to hold meetings, which may include virtual meetings subject to the provisions of this Agreement, museum policy, availability of the space and with prior authorization of the Employer.

#### **(b) E-mail, the Internet, and Intranets**

Employees may use Employer-operated e-mail to request union representation. Union representatives and stewards may use museum owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 14 Grievance Procedure. It is the responsibility of the sending party to ensure the material is received.

#### **Section 18.4 – Information Requests**

- (a) The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its responsibility to administer this Agreement.
- (b) The Employer will acknowledge receipt of the information request by informing the requestor within seven (7) days of receipt. The Employer will provide the Union with the information by the date requested by the Union, and if the Employer cannot do so, then the Employer will make a good faith effort to produce the information within a reasonable period of time and provide an estimated date by which the Employer will be able to fulfill the request.

#### **Section 18.5 – Museum Policies**

The Employer will provide to the Union any new human resources related policies or other policies affecting represented employees or updates to existing human resource related policies or other policies affecting represented employees during the term of the Agreement.

#### **Section 18.6 – Bulletin Boards and Websites**

The Employer will maintain bulletin board(s) provided to the Union for union communication and will display a link to a Union webpage on Bamboo.

#### **Section 18.7 – Distribution of Material**

An employee will have access to their work site for the purpose of distributing information to other bargaining unit employees provided:

- (a) The distribution does not disrupt the Employer's operation and;
- (b) The employee must notify their supervisor in advance of their intent to distribute information and;
- (c) Distribution will not occur more than once per week, unless agreed to in advance by the Employer.

#### **Section 18.8 – Time Off for Union Activities**

Union designated employees may be allowed time off without pay to attend union- sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of TAM as determined by management. If the absence is approved, the employees may use accumulated paid leave, instead of leave without pay.

#### **Section 18.9 – Access To New Employees Orientation**

Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, through an electronic virtual platform or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. For all new employee orientations, the museum will provide a minimum of seven (7) calendar days' scheduling notice to the union in an email that will include the new employees' name, department/division/program, appointment date, mailing address, and if available at the time of the notice, work location, work phone numbers and work email address. Union meetings with new employees will include only the new bargaining unit employees and union representatives unless mutually agreed otherwise. Management employees will remain strictly neutral regarding attendance at the meetings and their content. No employee will be required to attend the meetings or presentations given by the Union.

#### **Section 18.10 – Demand to Bargain – Release Time**

The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted. The Employer will approve paid leave or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues.

#### **Section 18.11 – Collective Bargaining Agreement Negotiations**

The Union will provide the Employer with one bargaining team release request for all pre-planned formal negotiation dates. The Employer will approve paid release time for a total of twelve (12) bargaining sessions for up to eight (8) hours each. In addition, the Employer will pay for bargaining team members to attend during work time hours contract pre-vote meetings with the bargaining unit. The Union may request, and the Employer may agree to pay the bargaining team for more bargaining sessions if needed.

### **ARTICLE 19**

#### **DISTRIBUTION OF AGREEMENT**

The Employer will post the Agreement electronically on Bamboo by the effective date of the agreement and provide a copy to the lead Union negotiator in electronic format in print ready format in both Word and PDF. The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link via a museum electronic device. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on museum equipment. For employees who are not assigned to the museum and do not have ready access to museum printers, the Employer will provide one printed copy to those employees upon request by the employee. The Employer and the Union will share the cost of printing this Agreement.



## **ARTICLE 20**

### **JOB DESCRIPTIONS AND DUTIES**

The Employer shall assign job duties to bargaining unit employees that are consistent with the title and description for that job. All bargaining unit employees shall receive a written job description for their position at the time of hire or at the time of transfer or promotion into a new position in the bargaining unit. The Employer shall provide the Union with written job descriptions for all titles in the bargaining unit within sixty (60) days of the ratification of this Agreement. Job descriptions shall provide a general description of the position, identify the duties, responsibilities, and essential functions, qualifications and experience, and physical requirements of the position (if any), as well as the position's immediate supervisor and exempt or non-exempt status. Job descriptions for project or grant-funded positions will additionally identify the duration of the position, including any potential renewals or extensions.

When the Employer determines the need for temporary or permanent changes to the scope of the duties for an existing job title and/or for the creation of new titles and descriptions, it shall timely notify the Union and meet to negotiate the appropriate compensation. When the Union believes the scope of duties has changed for a job title to such an extent that the existing job description does not appropriately describe the work being done, or where duties outside of the job description have been added without appropriate notification to the Union, the Union shall notify the Employer. The Employer shall meet with the Union to negotiate the appropriate action within fourteen (14) calendar days of the receipt of said notification.

For temporary changes to duties of less than ninety (90) days, if the additional duties account for more than two hours of work in one workday and belong to another existing job within the bargaining unit with higher compensation, the Employer shall pay the employee at the higher rate for the duration of the temporary change.

Employees can appeal additions to job descriptions or workload to Human Resources. Upon request, Human Resources will meet with the employee and a union representative to discuss appropriate compensation and/or removal of duties.

## **ARTICLE 21**

### **WORKPLACE BEHAVIOR**

The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further the museum's needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Discriminatory or harassing workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to discriminatory or harassing behavior the employee, and/or the employee's union representative, is encouraged to report this behavior to the employee's supervisor or the Human Resources Office and/or file a grievance in

accordance with Article 14, Grievance Procedure. At no time will retaliatory behavior be tolerated for reporting discriminatory or harassing workplace behavior. Employees and/or union representatives should identify complaints as discriminatory or harassing workplace behavior.

The Employer will investigate the complaint and/or grievance and take appropriate action as necessary. If a complaint was filed, the employee and/or the union representative will be notified at the conclusion.

If a complaint or grievance under this article involves Human Resources staff, the complaint or grievance shall be submitted to the Executive Director.

## **ARTICLE 22**

### **SENIORITY**

#### **Section 22.1 – Definition**

Seniority for full-time employees will be defined as the employee's length of museum service, including any break in service of up to one year. However, any break in service shall not count towards the seniority calculation. Seniority for part-time or on-call employees will be based on actual hours worked. Actual hours worked includes all overtime hours and all paid holiday and leave hours. For the purpose of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. Leave without pay of twenty one (21) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than twenty one (21) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

- (a) Military leave or United States Public Health Service;
- (b) Compensable work-related injury or illness leave;
- (c) Governmental service leave and leave to enter the Peace Corps;
- (d) Leave for service as a volunteer with humanitarian and disaster relief organizations;
- (e) Reducing the effects of layoff, and/or
- (f) Leave for Union employment in accordance with of Article 18, Union Activities.
- (g) Leave authorized by a governor's proclamation directly related to health and safety.

When an employee is on leave without pay for more than twenty one (21) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Article 12, Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

## **Section 22.2 – Ties**

If two (2) or more employees have the same seniority, ties will be broken in the following order:

- (a) Longest continuous time within their current job classification,
- (b) Longest continuous time with the museum, and
- (c) By lot.

## **Section 22.3 – Seniority List**

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each employee's name, job classification and seniority date. Employees can appeal their seniority date to the Human Resources Office. A copy of the seniority list will be provided to the Union at the time of posting.

# **ARTICLE 23**

## **SAFETY AND HEALTH**

### **Section 23.1 – Workplace Safety**

The Employer, employees, and Union have a significant responsibility for workplace safety and health. The Employer will adhere to all applicable state and federal laws in providing a safe workplace for all employees.

- (a) The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).

### **Section 23.2 – COVID-19**

COVID-19 remains a recognized hazard in the workplace. The Employer will continue to take all required measures to ensure a safe and sanitary work environment for employees and the public they serve. These measures are established by the Washington State Department of Labor and Industries (L&I) and include, but are not limited to, providing hand washing facilities and supplies, regular cleaning and sanitizing of surfaces in all offices and facilities. Employer will provide adequate supplies of disposable masks, hand sanitizer and gloves upon request and where appropriate.

If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense.

### **Section 23.3 – Safety Supplies**

The Employer will determine and provide the required safety devices, personal protective equipment and apparel which employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

### **Section 23.4 – Safety Committee**

The museum will form joint safety committees in accordance with Washington Industrial Safety and Health Act (WISHA) requirements

### **Section 23.5 – Serious Communicable Disease**

If the Employer determines employees have been exposed to a serious communicable disease in the course of their official duties, the employee may be granted paid administrative leave to seek testing and treatment.

## **ARTICLE 24**

### **PRIVACY AND OFF-DUTY CONDUCT**

Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

The off-duty activities of an employee will not be grounds for disciplinary action unless such activities have the reasonable potential to cause reputational, financial, or physical harm to the museum. Nothing in this section shall impose on an employee's right to engage in protected concerted activity.

## **ARTICLE 25**

### **REASONABLE ACCOMMODATION**

The Employer and the Union will comply with all relevant federal and state laws, regulations and providing reasonable accommodations to qualified individuals with disabilities.

An employee who believes that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request for reasonable accommodation or disability separation. The Employer will begin processing a reasonable accommodation request within fourteen (14) calendar days.

## **ARTICLE 26**

### **SAVINGS CLAUSE**

If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any court or administrative agency of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such court/agency, the invalid clause will be stricken and the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

## **ARTICLE 27**

### **NO STRIKE, NO LOCKOUT**

There shall be no strikes or lockouts during the term of this Agreement.

It is further understood and agreed that refusal by any bargaining unit employee, covered by this Agreement, to go through a primary picket line sanctioned by TAMWU, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

## **ARTICLE 28**

### **ENTIRE AGREEMENT**

The parties acknowledge that each has had the right to make demands upon the other to negotiate, fully and in an unlimited manner, the terms and conditions of this Agreement.

This Agreement supersedes specific provisions of Employer policies with which it conflicts.

The parties recognize that this Agreement embodies the full and entire agreement as between the parties and no previously existing practices shall be binding on either side unless specifically set forth herein.

## **ARTICLE 29**

### **TERM OF AGREEMENT**

This Agreement shall become effective on the date of signing, and shall remain in effect until June 30, 2027 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

Signed this [28] day of [August], 2025.

**THE TACOMA ART MUSEUM**



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Andy Maus  
Executive Director

**WASHINGTON FEDERATION OF  
STATE EMPLOYEES/AFSCME  
COUNCIL 28**



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Jason Holland  
Labor Negotiator



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Stephen Roe  
Bargaining Team Member



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Kellz Moylan  
Bargaining Team Member



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Ben Wildenhaus  
Bargaining Team Member