

MEMORANDUM OF AGREEMENT

By and Between

Brooklyn Academy of Music, Inc.

– AND –

Local 2110, UAW, AFL-CIO

February 9, 2022

The terms of the collective bargaining agreement by and between Brooklyn Academy of Music, (the “Employer” or “BAM”) and Local 2110, UAW, AFL-CIO (the “Union”) effective July 1, 2020 through and including December 31, 2021 (the “CBA”), shall be further extended for eighteen (18) months, from January 1, 2022 through and including June 30, 2023, except as provided below:

1. **Wages**

- a. Effective January 1, 2022, all salaried employees employed as of the Ratification Date shall receive a two and one-half percent (2½%) increase and all hourly employees employed as of the Ratification Date shall receive an increase of one dollar (\$1) per hour.
- b. Effective July 1, 2022, the minimum salary grades in Article IV(A), Compensation, of the collective bargaining agreement shall be increased as set forth below:

Salary Grade/Minimum	7/1/2021	7/1/2022	YOY change
B Telefund	\$ 15.00	\$ 16.00	6.67%
C Intern	\$ 16.00	\$ 17.00	6.25%
D Cinema Floor Staff and Ticket Services Representatives	\$ 17.00	\$ 18.00	5.88%
E Admin Hourly Worker	\$ 18.00	\$ 19.00	5.56%
F Assistant (Full time hourly)	\$ 21.00	\$ 22.14	5.45%
G Assistant (non-exempt)	\$ 42,647	\$ 46,059	8.00%
H Coordinator (non-exempt)	\$ 45,588	\$ 49,235	8.00%
I Coordinator (exempt)	\$ 58,500	\$ 58,500	0.00%
K Manager (non-exempt)	\$ 50,000	\$ 52,500	5.00%
L Manager (exempt)	\$ 58,725	\$ 61,661	5.00%
M Senior Manager	\$ 60,539	\$ 63,566	5.00%
N Associate Director	\$ 65,700	\$ 68,985	5.00%
O Assistant Director	\$ 64,098	\$ 67,303	5.00%

- c. Effective July 1, 2022, all salaried and hourly employees employed as of

July 1, 2022 shall receive a two percent (2%) increase or an increase to their new minimum (as set forth in the chart above), whichever is greater.

2. **PTO Cash Out**

- a. **January 2022 Opportunity:** All employees can elect to cash out up to two (2) weeks accrued PTO from FY19, 20 or 21, and if an employee does not have two (2) weeks of PTO/PHO, they may elect to cash out exchange days. All requests to cash out PTO/PHO must be submitted to BAM three (3) weeks after the Ratification Date, and the payment shall be made no later than two (2) Fridays after the close of the submission period. Employees must be employed as of the payment date to receive their PTO cash out.
- b. **June 2022 Opportunity:** All employees can elect to cash out up to two (2) weeks accrued PTO from FY19, 20 or 21, which shall be paid out on or before June 30, 2022. All requests to cash out PTO/PHO must be submitted to BAM by June 10, 2022 and shall be paid on ^{or before} June 30, 2022. Employees must be employed as of the payment date to receive their PTO cash out. Any remaining PTO/PHO from FY19, 20 or 21 shall expire on July 1, 2022. Any accrued but unused PTO/PHO from FY22 shall be carried over in accordance with BAM's existing policies.

3. **Add new Article, Temporary Employees, as follows:** "BAM may engage temporary employees for a period of up to six (6) months. If the employee is retained beyond six (6) months, the employee shall be included in the bargaining unit and their seniority will include the period of temporary employment. No temporary employee will be paid less than the hourly rate set forth in the Agreement for the classification they are filling in for. In addition, temporary employees shall accrue New York City Earned Safe and Sick Leave. The Employer shall notify the Union within fourteen (14) days of hiring a temporary employee to fill a bargaining unit position. The notice shall include the name of the temporary employee, the temporary employee's position and department, dates of employment and rate of pay."


4. Effective upon the Ratification Date, Markee Glover shall be restored to forty (40) hours per week.

5. Effective upon the Ratification Date, BAM shall have no further obligations under Sideletter #1 of the CBA or the April 20, 2020 COVID agreement and the Closure Period will end.

ACCEPTED AND AGREED:

BROOKLYN ACADEMY OF MUSIC, INC.

LOCAL 2110, UAW, AFL-CIO

By:  _____

By:  _____

Date: February 14, 2022

Date: 2/13/2023

February 9, 2022

Ms. Maida Rosenstein
President
Local 2110, Technical, Office and Professional Union, UAW, AFL-CIO
256 West 38th Street, Suite 704
New York, NY 10018

Dear Maida,

This side letter shall supplement the Agreement by and between Brooklyn Academy of Music (the "Employer") and Local 2110, Technical, Office & Professional Union, UAW, AFL-CIO ("Union") effective July 1, 2020 through and including December 31, 2021 and extended from January 1, 2022 through and including June 30, 2023 by the Memorandum of Agreement ("MOA") dated February 9, 2022.

Effective upon the Ratification Date of the MOA, the Union shall withdraw the Telefund arbitration, with prejudice (AAA Case No. 01-21-0004-7061).

Following the Ratification Date of the MOA, the parties shall meet promptly to discuss possible resolution of the following grievances and demands for arbitration: AAA Case No. 01-21-0016-5625 (Budget Manager) and the October 6, 2021 grievance (Associate Director GM and Contracts). Nothing in this paragraph is a waiver of either party's rights, positions or defenses.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

Sincerely,

BROOKLYN ACADEMY OF MUSIC

By: _____

Date: _____

ACCEPTED & AGREED:

LOCAL 2110, UAW, AFL-CIO

By: 

Date: 2/13/23