

Tentative Agreement
for a Collective Bargaining Agreement

Between Brooklyn

Museum

-and-

Technical, Office and Professional Union, Local 2110, United Autoworkers of
America, AFL-CIO

1. Incorporates all Tentative Agreements signed by both parties, which are attached hereto.
2. Any proposals not referenced herein are withdrawn or rejected as the case may be.

Term (Effective Dates):

January 1, 2023-June 30, 2026

Grade Compensation System

All grades as proposed by Museum to be effective January 1, 2023, with the following modifications:

- Increase Grade H minimum to ~~\$68,000~~ **\$69,360** KOTM
- Associate Conservators and Associate Curators will be moved Grade F, minimum \$90,780
- Assistant Curators will be moved to Grade G, minimum \$79,560
- Position ~~currently~~ held by Jonathan Dorado will remain titled Photographer moved to Grade H Formerly MR KOTM
- Accounts Payable and Vendor Relationship Specialist graded as Grade H
- Digital Communications Managers shall be Grade G
- Budget Analysts shall be Grade G
- Managing Editors shall be Grade F

Wage Increases:

Wage increases, including retroactivity, for 2023 are governed by the Interim Wage Agreement entered into the parties on June 16, 2023, except that non-Front of House employees who were not covered by the Interim Wage Increase shall receive the an additional 1% and retroactive pay to January 1, 2023.

Grade Levels increased by 4% July 1, 2024, and 3%, July 1, 2025.

Nothing in this Agreement shall prevent the Museum in its discretion from granting higher merit increases than the rates set forth herein.

Front of House Wages:

January 1, 2023 - \$22/hour

January 1, 2024 - \$23/hour

January 1, 2025 - \$24/hour

Floor Captains and Keyholders will maintain a \$2/hour differential.

Part-Time Educators:

July 1, 2023 – 3%

July 1, 2024 – 4%

July 1, 2025 – 3%

Health Benefits (Beginning as of date of ratification):

Employees who average 20 hours/week shall be eligible for health coverage

- Premium contributions shall be capped at the current dollar amount or the percentage listed below, whichever is less:
 - Employees earning less than \$75K FTE - 3%
 - Employees earning \$75K-\$90K FTE - 6%
 - Employees earning above \$90K FTE - 10%
- Plan Benefits: The Museum shall maintain the same or equivalent health and other

insurance plans

Ratification Bonus:

Full-time Staff on payroll as of date of ratification: \$3000.00

Part-time Staff on payroll as of date of ratification: \$500.00

Additional Tentative Agreements Reached as Part of This Settlement:

Article X, Career Ladder

- If the Union thinks that a position should be upgraded, the Union will request a meeting with the Director of Human Resources in writing with the reasons for the requested upgrade. The Director of Human Resources will convene a meeting within thirty (30) days of the request that will include the employee(s) in the position, union representatives and the appropriate departmental supervisor(s) to discuss the position. The Museum will issue a decision on the request within fourteen (14) days of the meeting. If the Museum agrees that the position should be upgraded, the upgrade shall be retroactive to the date of the Union's request. If the Museum rejects the upgrade, it shall send its decision in writing to the Union and the affected employee(s) with the reasons for the rejection. The Union may appeal the matter to the President of the Museum whose decision on the matter will be final.
- The Museum will set aside a minimum of \$50,000 per year for the professional development of employees in the bargaining unit. The Museum will consider and not unreasonably deny employee applications for funding for training, workshops or courses that will enhance their professional development and promotional opportunities at the Museum.

Article X, Maintenance of Benefits

The provisions of the Museum Employee Handbook and all other written Museum policies, as amended from time to time by the Museum in its sole discretion, shall continue to apply to members of the bargaining unit except to the extent they conflict with this Agreement. Any changes made to benefits or policies shall be on the same basis as for non-bargaining unit members. The Museum will notify the Union no less than thirty days in advance of a change.

Notwithstanding this, the Museum will not reduce the following benefits: health benefits, retirement benefits, paid time off, and leaves of absence.

Article X, Reorganization

The Museum will notify the Union and the Unit Chair no less than thirty (30) days in advance of a reorganization that will result in a reduction of positions, the creation of new positions, changes in the organizational structure, or new job descriptions for existing employees. Such notice shall include name of affected employees, title, and department of affected employees and/or new position(s), projected date of change, and reason(s) for change.

Article X, Subcontracting

There shall be no subcontracting that will result in the reduction of bargaining unit positions.

Article X, Posting of Vacancies

Vacancies shall be posted internally on the staff intranet and by staff email concurrent with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring salary range, grade, schedule of hours, and a short description of responsibilities and qualifications. Such postings shall be available for no less than ten (10) calendar days. Any employee in the bargaining unit who wishes to apply to the position must do so during the time of the posting. If the internal candidate appears to be qualified, they will be granted an interview before an external candidate. Applicants from the bargaining unit in the same Department shall be given first consideration in filling the vacancy, and applicants from the bargaining unit from other Departments shall be given next consideration.

Article X, Layoffs

The Museum shall provide no less than thirty (30) days advance notice of a layoff. Notice shall be given in writing to the Union, the Unit Chair and to any affected employee(s).

In the event of a layoff, the least senior employee in the classification or among equivalent classifications, as determined by the Museum in its discretion, shall be laid off first provided the remaining employees are qualified to do the work. In the event that the affected employee is qualified to fill a vacant position at the Museum, the vacancy shall be offered to the laid off employee before any other applicant. In the event of two or more laid off employees qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified, laid off employees.

If a vacancy occurs for which a laid off employee is qualified, at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position. In the event that there are two (2) or more such qualified employees who are on layoff status, the employee with the most seniority shall be offered the position.

Any employee who is laid off shall receive severance pay in the amount of one (1) week per year of service, up to a maximum of twelve (12) weeks. No employee shall receive less than two (2) weeks of severance pay. The employee's health coverage will be maintained until the first of the

month following the severance period.

Article X, Flexible Work Arrangements

Employee requests to work hybrid, remote or flexible schedules shall not be unreasonably denied under the Museum's flexible work policy.

Article X, Additional Hours

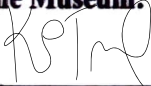
If additional hours of work are available, whenever possible, they will be offered to current employees prior to hiring new employees or retaining temporary employees.

FY2024 Grade Compensation System Chart

Role	Grade	
Senior Leadership	A	
	B	
	C	
Mid-Senior Level	D	
	E	\$99,960
	F	\$90,780
Mid Level	G	\$79,560
	H	\$69,360
	I	\$63,240
Support Level	J	\$57,630

There are no other understandings, written or oral. The finalization of this Agreement is conditioned upon ratification of the membership.

For the Museum:



Date: 11/03/2023

For the Union:



Date: 11/3/23

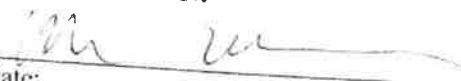
TENTATIVE AGREEMENT
BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

February 25, 2022

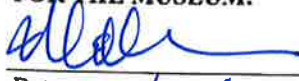
Successorship

This Agreement shall be binding upon all successors and assigns of the Museum.

FOR THE UNION:


Date: 2/25/22

FOR THE MUSEUM:


Date: 2/25/2022


TENTATIVE AGREEMENT
BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

February 25, 2022

Personal Work


Employees shall not be required to perform personal work, services, or errands for any other employee, Board Member, Vendor, Patron, or Visitor of the Employer.

FOR THE UNION:



Date: 2/25/22

FOR THE MUSEUM:



Date: 2/25/2022

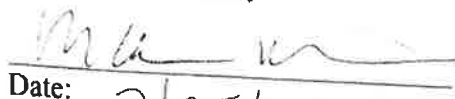
TENTATIVE AGREEMENT
BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

February 25, 2022


Non-Discrimination

Employees shall not be discriminated against on the basis of race, creed, color, religion, alienage or national origin, ancestry, citizenship status, immigration status, age, disability, sex, pregnancy, marital status, familial status, veteran or military status, sexual orientation, genetic information, criminal history, credit history, salary history, gender identity or expression, or any other characteristic protected by applicable federal, state, or local laws.

FOR THE UNION:


Date: 2/25/22

FOR THE MUSEUM:


Date: 2/25/2022

TENTATIVE AGREEMENT

BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

March 3, 2022

Labor-Management Committee

1. The Union and the Museum agree to establish a joint Labor-Management committee that shall meet quarterly (or more frequently, if necessary) about issues of concern to the parties. The Museum representatives on the committee shall include at least one Deputy Director or member of senior executive leadership. The Union shall designate its own representatives to the committee which may include a staff representative from Local 2110. Such meetings will be held on work time.
- ~~2. The Unit Chair will be invited to Museum-wide directors meetings.~~
3. Upon reasonable request, the Museum Director ~~and/or Trustees~~ shall meet with representatives of the Union.


FOR THE UNION:



Date:

3/11/22

FOR THE MUSEUM:



Date:

3/11/2022

TENTATIVE AGREEMENT
BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

Temporary Assignments

In the event that an employee is formally assigned additional duties because of a vacancy which has not been filled or due to another employee's temporary absence of two (2) or more weeks, the employee shall receive as acting pay the salary of the position to which the employee has been formally assigned for the duration of the temporary assignment. In no event, shall the employee be paid less than a differential pay for each week equal to the greater of the minimum for the position the employee is filling in for, or ten percent (10%) of the employee's salary, beginning the first day of the temporary

FOR THE UNION:



Date:

3/11/22

FOR THE MUSEUM:



Date:

3/11/2022

TENTATIVE AGREEMENT

BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

March 3, 2022

Union Rights

1. Upon reasonable advance notice to the Museum, Union representatives shall have reasonable access to the Museum premises for the purpose of conferring with its delegates and/or employees covered by this Agreement. Such visits shall not interfere with the Museum operations. Union representatives shall comply with policies pertaining to visitors. The Union shall notify the Museum in writing of the identities of Union representatives who will take access under this provision.
2. There shall be Union-designated bulletin boards in the Staff Lounge and adjacent to the first floor staff elevator.
3. The Union shall inform the Museum in writing of the identities of the duly elected Unit Chair and Union delegates. The Unit Chair and up to three (3) Union delegates shall be released to handle grievances without loss of pay. They shall also be released without loss of pay once per month to attend steward meetings and up to three (3) days per year without loss of pay to attend Union training(s). The Union will give at least three (3) days' notice to the Museum of any steward meetings and Union training(s). The Museum will not unreasonably deny the release of a Unit Chair or delegate.
4. Members of the unit shall be released from work for one (1) hour up to four (4) times per year for the purpose of attending a unit meeting without loss of pay, on dates agreed upon by the Union and the Museum. The Museum shall provide an appropriate space for such meetings. The Museum shall not unreasonably deny such requests.
5. One member of the unit each year shall have a right to take an unpaid leave of absence for up to twelve (12) months for Union business, without loss of seniority. The Museum shall not unreasonably deny requests for any extension of an unpaid leave of absence for Union business beyond twelve (12) months.
6. The Museum shall allow the Unit Chair and delegate reasonable access to Museum meeting space.

FOR THE UNION:



Date:

3/1/22

FOR THE MUSEUM:



Date:


3/4/2022

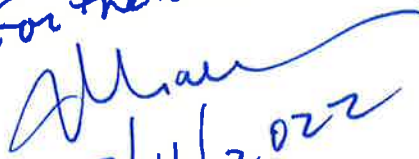
TENTATIVE AGREEMENT
BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

March 3, 2022

Union Security

1. ~~All members of the bargaining unit employees, as a condition of continued employment, shall either become~~ maintain membership in of the Union or pay agency fees ~~to the Union~~ no later than the thirtieth (30th) calendar day following after the start of their employment or the effective date execution of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.
2. An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered.
3. The Museum agrees to promptly collect union ~~membership~~ dues or agency fees on a bi-weekly basis from each ~~made by any~~ employee for whom a proper written and signed authorization has been received. The Museum agrees to deduct voluntary contributions on a bi-weekly basis made by any employee who has executed a proper authorization form for UAW-VCAP. ~~Upon receipt of a written notice from the Union, the Museum shall promptly deduct from the wages all membership dues (or agency fees) as provided in the authorization form executed by the employee. Such deductions shall be made each pay period.~~ The Museum will notify the Union promptly of any revocation of such authorization received by it.
4. The Union accepts full responsibility for the authenticity of each and every authorization submitted to the Museum and shall indemnify and save the Museum harmless from any claims, suits, judgments and/or attachments in accordance with such authorizations having been received. ~~agrees that it will indemnify and hold the Museum harmless from any recovery of damages sustained by reason of any action taken under this Article.~~
5. The Museum shall forward those funds on a ~~monthly~~ bi-weekly basis to the Union with a report listing the names of all employees for whom dues or fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
6. The Museum shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.
7. The Museum shall provide new hires with an introductory letter signed by the Union per Exhibit ____, a Union membership form, and a copy of the Agreement. A Union representative shall be entitled to hold a Union orientation meeting with a new employee during work hours within fifteen (15) business days of notice of their hire.


3/11/22

For the Museum:

3/11/2022


TENTATIVE AGREEMENT
BROOKLYN MUSEUM OF ART – AND LOCAL 2110, UAW

March 3, 2022

Personnel Files

1. An employee shall have a right to review and have a copy of all material in their Personnel File with a seventy-two (72) hour notice to the Human Resources Department.
2. All materials in an individual's employment file shall remain confidential and shall not be shared outside the Museum without the employee's written consent. Only authorized supervisors and designated Museum representatives or agents will have access to an employee's personnel file. The Museum will cooperate and provide access to an employee's personnel file to local, state and federal agencies in accordance with applicable law.
3. Confidential health/medical records will be kept separately from an employee's personnel file.

FOR THE UNION:



Date:

3/11/22

FOR THE MUSEUM:



Date:

3/11/2022

TENTATIVE AGREEMENT

BROOKLYN MUSEUM OF ART – AND LOCAL 2110, UAW

March 3, 2022

Discipline and Discharge

1. No employee shall be disciplined or discharged without just cause.
2. The Museum shall notify the Union, the Unit Chair and the affected employee(s) in writing within twenty-four (24) hours of a discharge and forty-eight (48) hours of any other disciplinary action with the reason for the discharge or disciplinary action.
3. Any new bargaining unit employee shall serve a probationary period of ninety (90) calendar days. During or at the end of the employee's probationary period, the Employer may discharge any such employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement.


FOR THE UNION:



Date:

3/11/22

FOR THE MUSEUM:



Date:

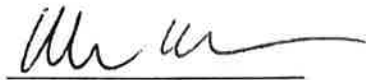
3/11/2022

**Brooklyn Museum of Art – Local 2110 UAW Proposal
March 11, 2022**


Information to the Union

1. The Museum will notify the Union and the Unit Chair of new hires on a monthly basis within seven (7) days, including name, email address (Brooklyn Museum and personal), date of hire, job title, division, department, salary, classification, exempt/non-exempt status, part-time/full-time status, home address, home telephone number, date of birth, gender, race/ethnicity, and job description.
2. The Museum will notify the Union and the Unit Chair of resignations on a monthly basis within seven (7) days of occurrence, including name and date of resignation.
3. The Museum will notify the Union and the Unit Chair of transfers, promotions, relocations, merit increases, reclassifications, title changes, changes in reporting relationships, and changes in job description on a monthly basis, within seven (7) calendar days of occurrence.
4. The Museum will notify the Union and the Unit Chair of the hiring of temporary employees on a monthly basis within fourteen (14) days of hire, including the date of hire, name of employee, expected duration of appointment, department and position to which the temporary employee is assigned to.

For the Union:


Date: 4/21/22

For the Museum


Date: 4/21/22

Brooklyn Museum of Art – Local 2110 UAW
Tentative Agreement
March 11, 2022

Temporary Employees

1. The term "temporary employee" is defined as a person those who is hired are scheduled to work for a period of no longer than ninety (90) calendar days. Temporary employees will be told of their status who are so informed at the time of hire. The Museum may hire a temporary employee order to fill in for a bargaining unit replace an employee on a leave of absence or vacation, or to fill a job vacancy while an active search is being made for a regular replacement, or for a special defined project; Temporary employees will be excluded from the bargaining unit. The said-ninety (90) day period may be extended by the Museum to accommodate filling in for if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave, or by mutual agreement of the parties.
2. The Museum will not pay a temporary employee less than the minimum rate of a regular employee.
3. If a A temporary employee is retained beyond the ninety (90) day period, they will be included in the bargaining unit and covered by the Agreement contract with a Their seniority date of will be their original date of hire as a temporary employee.

For the Union:



Date:

4/21/22

For the Museum:



Date:

4/21/22

TENTATIVE AGREEMENT

BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

July 19, 2022

Health and Safety and Workplace Conditions

1. The Museum shall provide a safe and healthful work space.
2. Health and Safety Committee: The Union and the Museum agree to establish a joint Health and Safety committee composed of at least two (2) representatives from each party. The committee shall convene no less than twice per year and in the event of an urgent health and safety situation, including but not limited to inclement weather or serious HVAC issues. The committee shall work to identify health and safety problems and recommend solutions, discuss health and safety procedures and training for employees, and review test results.
3. The committee shall be promptly notified of any urgent health and safety situation affecting employees.
4. The Museum shall provide ongoing health and safety training to employees, including but not limited to evacuation, fire safety, active shooter training, ergonomics, chemical handling, etc.
5. The Museum shall provide appropriate and safe equipment for employees' usage.
6. Injury Forms: The Museum shall make C-2 workers compensation forms concerning unit members available to the Union.
7. Asbestos Removal, Painting and Construction: The Museum shall provide affected employees and the Union with at least twenty-four (24) hours advance notice of asbestos removal, planned painting or construction done in employees' work areas.
8. Ergonomics: Ergonomic considerations shall be a factor in the Museum's selection of furniture and other equipment.
9. Seating: The Museum shall provide relief seating for coat check and any other posts requiring an employee to stand.
10. Hazard Pay: ~~The Museum shall implement a hazard pay differential for staff who work in hazardous conditions.~~

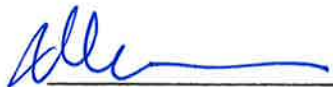
For the Union:



Date:

9/9/22

For the Museum



Date:

Sept 9, 2022

TENTATIVE AGREEMENT

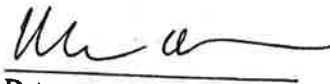
BROOKLYN MUSEUM OF ART – AND – LOCAL 2110, UAW

July 19, 2022

Management Rights

- A. Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the Museum in any way in the exercise of the regular and customary functions of management, under which it shall have, among others, the exclusive right to determine when, where, how, and under what circumstances it wishes to operate, suspend, discontinue, or move its operations; to hire and to determine the number of employees; to establish, consolidate, or eliminate job classifications; to discipline, discharge, transfer, promote, or lay off employees for lack of work or other legitimate reasons; to determine when and how much overtime shall be worked; to determine standards of performance; to direct employees and to assign duties as the Museum deems appropriate, and to create or modify job descriptions; to set or change work shifts and work schedules; to implement changes the Museum may make to Museum-wide benefit plans in which bargaining unit members also participate; and to promulgate any work rules that do not conflict with the express terms of this collective bargaining agreement.
- B. These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned.
- C. The Museum may assign bargaining unit work to employees outside the unit or to contractors if necessary due to skill requirements that are not available among unit members, or where subcontracting is due to license requirements, ~~curatorial changes,~~ artist, or other third party requirements, or other circumstances beyond its control.
- ~~D. There shall be no binding past practices either as of the effective date of this Agreement or created in the future unless acknowledged in writing signed by the parties.~~

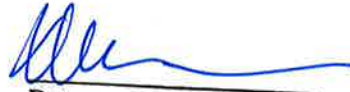
For the Union:



Date:

9/9/22

For the Museum



Date:

Sept 9, 2022

**TENTATIVE AGREEMENT
BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW**

**July 19, 2022
Grievance and Arbitration**

A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of an express provision of the Agreement.

Procedure:

1. **Step One:** The employee and/or a representative of the Union shall initially discuss the grievance with the supervisor or other departmental representative within twenty-one (21) ~~thirty (30)~~ days of the occurrence of when the facts or circumstances constituting the grievance arose or when the Union first became aware, or should have become aware, of the circumstances giving rise to the grievance .
2. **Step Two:** If not resolved at Step One, the Union shall file a grievance in writing with the Director of the Museum or their designee. The written grievance shall identify the grievant(s) and the contract article(s) alleged to have been violated. A meeting to discuss the grievance shall be held with the Director or their designee, Union representatives, and the grievant within ten (10) business days of the receipt of the written grievance. The Director or designee shall issue a written response to the grievance within ten (10) business days after the meeting.
3. **Arbitration:** If not resolved in Step Two, the Union shall have a right to submit the grievance to arbitration within thirty (30) ~~sixty (60)~~ days of receipt of the written decision issued in Step Two. The grievance shall be submitted to one (1) member of a panel of no fewer than three (3) arbitrators to be mutually agreed upon by the Museum and the Union.
4. Arbitration cases shall be rotated in alphabetical order among the members of the panel.
5. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.
6. Grievances concerning the termination of an employee, denial of vacation or leave to an employee, health and safety matters, or grievances that concern employees from more than one department may be filed by the Union commencing at Step Two of the procedure.
7. Employees shall have a right to Union representation at each step of the procedure.
8. In the event that the Museum does not comply with the foregoing time limits, the Union may advance the grievance to the next step. In the event the Union does not comply with the foregoing time limits, except for good cause, the grievance shall be considered resolved at the Museum's last answer.
9. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

For the Union:



9/8/22

For the Museum



Sep 9, 2022

TENTATIVE AGREEMENT

BROOKLYN MUSEUM OF ART -AND- LOCAL 2110, UAW

July 19, 2022

Recognition

The Brooklyn Museum recognizes the Union as the exclusive bargaining agent for the unit ~~certified set forth in the certification~~ by the National Labor Relations Board in Case No. 29-RC-277644, including all full-time and regular part-time professional employees ~~including Assistant Curator of American Art, Assistant Curator of Collections, Assistant Curator of Decorative Arts, Assistant Director Corporate Relations, Assistant Graphic Designer, Assistant Manager of Corporate Relations, Assistant Manager of Special Events, Assistant Paper Conservator, Associate Conservator (PT), Associate Curator Elizabeth A. Sackler Center for Feminist Art, Associate Development Officer, Associate Editor, Associate Exhibition Designer, Associate Painting Conservator, Conservator, Digital Asset Manager, Editor, Exhibition Project Manager, Graphic Designer, Hagop Kevoorkian Associate Curator of Islamic Art, Junior Registrar for Exhibitions & Loans, Mellon Fellow, Photographer, Project Conservator, Project Objects Conservator, Registrar Exhibitions and International Loans, Senior Help Desk Analyst, Senior Network Administrator, Senior Registrar for Exhibitions & Loans, Touring Exhibitions Coordinator, Visitor Services Operations Manager, Web Developer, and non-professional employees employed by the Employer, located at 200 Eastern Parkway, Brooklyn, New York, and not currently represented by another labor organization, and excluding all employees represented by another labor organization, confidential employees, managers, guards, and supervisors as defined by the Act.~~

For the Union:



Date:

8/9/22

For the Museum



Date:

Sept 9, 2022

TENTATIVE AGREEMENT
Brooklyn Museum of Art –and- UAW Local 2110
May 9, 2022

Severability

Federal, State and Local Laws – Severability

1. In the event Federal, State or local governmental authorities declare an emergency resulting in orders which when implemented change, modify, or suspend existing provisions of the Agreement, the Museum will take steps to immediately comply with such orders. The Museum will notify the Union as soon as practicable of its actions and, ~~where necessary~~, will meet and confer bargain with the Union about any effects of compliance. MK
2. Federal, State or local governmental declarations of an emergency resulting in orders affecting the Museum may result in consequences unforeseen by the parties at the time of negotiation. In the event of such unforeseen consequences, the Museum will notify the Union and the parties shall meet to bargain over such unforeseen consequences.
3. If any provision of the Agreement is adjudicated by a court of competent jurisdiction to be unlawful, only the provisions of the Agreement subject to the court action shall be affected. To the extent there are effects of the invalidation, no other portion, provision, or article of this Agreement shall be invalidated. The parties shall bargain in good faith with respect to such effects, including a replacement of the invalidated provision to any provision found to be unlawful.

For the Union:



Date: 9/30/22

For the Museum:



Date: 9.30.22

**TENTATIVE AGREEMENT
BROKLYN MUSEUM OF ART –AND- LOCAL 2110, UAW**

October 14, 2022

No Strike, Boycott, or Lockout

- A. During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and bargaining unit members, will not ~~directly or indirectly~~, engage in, authorize or threaten a strike (economic, sympathy, or unfair labor practice), sit-down, sit-in, boycott, walkout, sick-out, or slow-down, ~~or informational picketing of any kind directed at any officer, manager, supervisor, director or employee of the Museum, or in any other way interfere with~~ or interrupt the Museum's operations for any reason.
- B. The Union, its officers, officials and agents, shall be immediately accessible to the Museum and shall immediately take all prompt and effective measures to prevent and stop any acts described in Section A of this Article, including, but not limited to, immediately contacting by telephone, e-mail, text message, overnight mail, or any other manner which would assure immediate contact to each individual engaged in such acts a notice signed by an authorized representative of the Union disavowing such action and stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be in violation of Section A of this Article.
- C. The Museum shall have just cause to discipline or discharge an employee who violates this Article.
- D. The Museum will not lockout employees during the term of the Agreement.
- E. **The Museum will not compel any employee to cross the picket line of any other institution.**

For the Union:



Date: 11/3/23

For the Museum:



Date: 11/20/23