

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered into as of this ¹⁴ day of ~~April~~ ^{May}, 2019 by and between the Bronx Museum of the Arts (the "Employer") and Local 2110, United Auto Workers (the "Union").

All the terms and conditions of the Agreement between the Employer and the Union with a term of January 1, 2015 through December 31, 2018 shall continue in full force and effect except as modified herein:

1. Duration

January 1, 2019 through December 31, 2021.

2. Wage Increases

Effective January 1, 2019 - 2.5% or new minimum for position, whichever greater.

Effective January 1, 2020 - 2.5%

Effective January 1, 2021 - 3%

Ismael Aviles shall receive an additional increase of 3% after being brought up to his new minimum salary of \$31,500, effective January 1, 2019.

Moises Rivera shall receive an additional increase of .5% after being brought up to his new minimum of \$38,000, effective January 1, 2019

Katherine Patil shall receive a 3% increase, rather than a 2.5% increase, in the first year of the contract, effective January 1, 2019.

3. Wage Minimums

Security Officer \$31,500

Deputy Chief of Security \$38,000

Custodian \$31,500

Senior Custodian \$38,000
Visitor Services Coordinator \$32,500
Education Coordinator \$35,000
Education Manager \$50,000
Registrar \$50,000
Grant Writer \$45,000
Finance Assistant \$30,030
Grants Accountant \$45,000
Assistant Curator \$45,000
Programs Associate \$32,000
Media Lab Manager \$35,000
Community Engagement and Marketing Associate \$35,000
Researcher \$35,000
Assistant Development Director \$50,000

4. Labor Management Committee

Meetings to be held quarterly with up to three representatives designated by the Union (such designation by the Union will be given to the Museum 48 hours in advance of any said meeting) and the Deputy Director of the Museum, unless it is mutually agreed to allow additional union representatives, or to forgo quarterly meeting.

5. Registrar

Skowmon Hastanan shall be offered additional hours of work as the budget allows in the next fiscal year.

Ms. Hastanan shall receive a lump sum payment of \$1,500 in each year of the contract until such time as the Employer is able to offer her full medical benefits.

6. Security Guards

The Employer shall hire one additional part-time Security Guard as soon as practicable.

7. Differential Pay

The Museum shall pay 5% differential pay of current salary for the time said employee is assigned to do the work of another union represented employee who has a higher minimum rate, for the period of time employee is so assigned. If the employee is assigned to assume full job responsibilities of a higher minimum rate position they shall receive the 5% differential pay or the minimum for the higher position, whichever is greater, for the time employee is so assigned.

8. Notification

The Union shall receive notification prior to the posting of any position outside of the bargaining unit.

9. Uniform Stipend

The uniform stipend shall be increased to \$25 per week and new uniforms shall be supplied no less than once every two years.

10. Reporting of Paid Time Off

Unused accrued paid time off shall be reported on bi-weekly paychecks.

11. Health and Safety

In the event of weather emergencies members shall receive the earliest possible notification after a decision is made to close the Museum.

12. Grievance and Arbitration Procedure, Article 5

The step 3 procedure shall be revised to read:

A grievance which has not been resolved hereunder may, within fifteen (15) working days after the completion of Step Two, above, be referred for arbitration by the Museum or the Union to the following panel of arbitrators, in order of rotation: Howard Edelman, Richard Adelman, Martin Scheinman, Bonnie Weinstock, Robert Douglas, and Daniel Brent.

- a) The arbitrator shall not have authority to add to, detract from, alter, amend or modify any provision of this Agreement.
- b) The decision of the arbitrator shall be final and binding upon the parties.
- c) The fees and expenses of the arbitration proceeding shall be borne equally by the parties.
- d) Only the Union or the Museum can initiate the arbitration process.

Any currently pending and unresolved grievances shall be subject to this revised grievance arbitration procedure.

13. Union Activity, Article 19

Article 19 shall be revised to read in its entirety:

Subject to scheduling conflicts Employees shall be released with pay to attend a union membership meeting of up to one hour two times per year. Such meetings will be scheduled with the prior approval of the Director or Deputy Director.

The Unit Chair, Joint Council Delegate and one Negotiating Committee member shall be entitled to two hours on one day per month to conduct grievance handling, not including time spent meeting with management, subject to the Museum's reasonable business needs. Stewards other than the Unit Chair, Joint Council Delegate, or the one designated Negotiating Committee member shall be entitled to one hour on one day per month, not including time spent meeting with management, for grievance handling, scheduled with prior approval of the Director or Deputy Director.

The Unit Chair, Joint Council Delegate and one Negotiating Committee member shall be entitled to up to one more day (7 hours) of paid release time to conduct union business and union meetings, scheduled with prior approval of the Director or Deputy Director.

Upon reasonable notice to the Museum, a maximum of three (3) employees per year shall be granted two (2) days off without pay to attend a union conference, training, or convention.

For The Bronx Museum of the Arts

For Local 2110, United Auto Workers

Robert T. Cullen-Moore

Michael Cap...

Mike Patti

Stan Harte

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