

MEMORANDUM OF AGREEMENT

The parties agree that the current collective bargaining agreement shall be amended as follows, all other terms and conditions remaining unchanged except as follows:

1. Remote Work: Add new section (i) to Article 21 (Hours of Work):
 - a) The Bronx Museum of the Arts will consider in good faith requests for remote work assignments. Any further changes to the Remote Working Guidelines distributed on February 25, 2022 shall be the subject of discussion with the Union.
2. Health and Safety (Article 12)
 - a) Add new section (d): If environmental conditions in the workplace warrant, the Museum may relocate employees or allow remote work consistent with the Remote Working Guidelines.
3. Benefit Eligibility (Article 16)
 - a) Add to the end of the second sentence “unless otherwise specified by the terms of the collective bargaining agreement or benefit plan.”
4. Vacation (Article 22.2)
 - a) Employees with balances in excess of 20 days shall use excess days in calendar year 2023, or as otherwise agreed with the Museum.
 - b) Any improvements to vacation time increments that are adopted by the Museum on an across-the-board basis, as reflected in the Employee Handbook, will be extended to bargaining unit employees.
5. Health Benefits (Article 30)
 - a) Health insurance shall be provided to full-time employees and part-time employees who are regularly scheduled to work at least 28 hours per week through a plan established or approved by the City of New York.
6. Job Training and Professional Development (Article 26)
 - a) The Bronx Museum commits to a \$5,000 pool each contract year for educational and professional development opportunities reasonably related to a career at the Museum for unit members.
 - b) The balance of unused funds shall not roll-over to the following year.

- c) Guidelines and the review process for, and related to, the educational and professional development fund will be set by the Museum. An individual's request shall not be unreasonably denied.
- d) Expenses must be approved in advance.

7. Holidays (Article 27)

- a) Replace Article 27 (3) with the following: Nonexempt employees who are required to work on a holiday will be paid time and one-half their regular rate of pay for all hours actually worked on the holiday. No additional time off will be granted for employees who receive time and one-half.
- b) There shall be no pyramiding of overtime.
- c) Revise section 4 as follows: In order to be eligible for holiday pay, a nonexempt employee must work the employee's last scheduled workday before and the employee's first scheduled workday after the holiday, unless the absence is excused.

8. Information to Union (Article 25)

- a) Add new section (c) as follows: The Museum will provide the information required by Article 25 of the Agreement for any agency employee or temporary worker of the Museum who works in a job classification covered by the collective bargaining unit and remains on the payroll of the Museum for three (3) months or more.

9. Article 18 (Leaves of Absence)

- a) Add New Section as follows:

Parental Leave.

An employee who is eligible for and receiving parental leave compensation under the State of New York program shall receive the difference between the employee's regular straight-time weekly pay and the amount received from the State for up to twelve (12) weeks.

10. Sick Leave (Article 29)

- a) Add new section 8 as follows:

The parties acknowledge the requirements of the New York Paid Sick Leave law.

11. Benefit Orientation (Article 14)

- a) The union will be given the opportunity, following the Museum's regularly scheduled orientation meetings for new employees, to meet with those new hires.

12. Hours of Work (Article 21)

- a) Amend paragraph (f) as follows: Nonexempt employees shall be paid time and a half (1.5) for every hour worked over 40 hours in a workweek, with the exception of employees whose regular workweek is 37.5 hours. Nonexempt employees whose regular workweek is 37.5 hours shall be paid time and a half (1.5) for every hour worked over 37.5 hours in a workweek. All paid hours, except sick time or a personal or vacation day which was not scheduled in advance, shall be counted towards the 40 hour or 37.5-hour threshold.

13. Wages (Articles 32 and 33)

Effective January 1, 2023, new minimums will be:

Education Manager	\$63,000
Education Programs Manager	\$63,000
Registrar and Exhibitions Manager	\$63,000
Assistant Development Director	\$63,000
Finance Assistant	\$55,000
Registrar	\$55,000
Assistant Curator	\$55,000
Grant Writer	\$55,000
Deputy Chief of Security	\$50,000
Grants Accountant	\$50,000
Education & Public Programs Coordinator	\$50,000
Media Lab Manager	\$48,000
Education Coordinator	\$48,000
Senior Custodian	\$46,000
Visitor Services Coordinator	\$45,000
Programs Associate	\$45,000
Researcher	\$45,000
Community Engagement & Marketing Associate	\$45,000
Visitor Services	\$45,000
Custodian / Porter	\$40,000
Security Officer	\$40,000

Part-time employees will receive pro-rata salaries.

Senior Custodian Yolanda Ramos shall receive an additional increase of 4% after being brought up to the new minimum, effective January 1, 2023.

Custodian Owen Beckford shall receive an additional increase of 4% after being brought up to the new minimum, effective January 1, 2023.

Registrar and Exhibitions Manager Ashlye Valines shall receive an additional increase of \$1,000 after being brought up to the new minimum, effective January 1, 2023.

Increases:

- a) Effective January 1, 2023, employees on the payroll as of January 1, 2023 receive a 5% increase, or new minimum, whatever is higher.
- b) Effective January 1, 2024, employees on the payroll as of January 1, 2024 receive a 3.5% increase.
- c) Effective January 1, 2025, employees on the payroll as of January 1, 2025 receive a 4% increase.

14. Consolidation of Agreement

- a) The parties will conform the existing agreement to the changes made herein.

15. Term of Agreement

This agreement shall become effective January 1, 2023 and shall remain in full force and effect until December 31, 2025.

THE BRONX MUSEUM OF THE ARTS

LOCAL 2110 UAW

By: Shirley Solomon
Shirley Solomon
Deputy Director

By: Megan Grann
Megan Grann
Recording Secretary

Date: March 17, 2023

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