

COLLECTIVE BARGAINING AGREEMENT

Between

THE SOLOMON R. GUGGENHEIM FOUNDATION

And

LOCAL 2110, UAW

July 1, 2023 through December 31, 2025

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ARTICLE I

RECOGNITION

1. The Solomon R. Guggenheim Foundation (the “Guggenheim” or the “Museum”) recognizes the Local 2110, UAW (the “Union”) as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-280661, including all full time, regular part-time, and on-call professional and non-professional employees employed by the Employer, and excluding all employees represented by another labor organization, confidential employees, managers, guards and supervisors as defined by the Act.
2. Temporary Employees: Temporary employees who are scheduled to work for a period of no longer than ninety (90) calendar days and so informed at the time of hire, for a special project, to 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, will be excluded from the unit. Upon prior advance written notice from the Museum, the said ninety (90) day period may be extended for an additional ninety (90) days or if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave.
 - a. The Museum will pay a temporary employee no less than the minimum rate of a regular employee if the temporary employee is filling in for a regular employee.
 - b. If a temporary employee is retained beyond the allowable time period set forth in paragraph 2 above, they will be included in the bargaining unit and covered by the contract. Their seniority will be their original date of hire as a temporary employee.
3. Interns: Interns, whose role is primarily educational and are employed for less than six months will be excluded from the unit.
4. Fixed-Term Employees:
 - a. The Museum may continue to establish fixed-term positions of up to two (2) years in duration. A position may be designated as a fixed-term position when such position is for a specific project for a specified duration or is a bona fide fixed-term fellowship (e.g., Mellon Foundation fellowship).
 - b. The Union and the employee being appointed will receive written notice of the offer of a position, specifying the duration of the term appointment.
 - c. Fixed-term employees shall be included in the bargaining unit and covered by all terms of the collective bargaining agreement except that fixed-term employees’ separations from employment will not be subject to the just cause, grievance and arbitration, layoff or severance provisions of this Agreement where their

employment ends at the expiration of the fixed term or if the outside funding support for the position otherwise ceases during the fixed term.

ARTICLE II

UNION SECURITY AND V-CAP

1. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union by the later of thirty (30) calendar days or five (5) working days after the start of their employment or the 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 Union 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.
4. Upon receipt of a written notice from the Union, the Museum shall promptly deduct from the employee's 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.
5. The Museum shall forward those funds on a monthly 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 or whose employment has been terminated.
7. The Museum shall provide new hires with an introductory letter signed by the Union per Exhibit B, 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 within fifteen (15) business days of notice of their hire.
8. The Museum agrees to deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.
 - a. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

- b. A properly executed copy of the “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Museum before any such deductions are made. Deductions shall be made thereafter, only under the applicable “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” forms which have been properly executed and are in effect.
- c. The Museum agrees to remit said deductions promptly to UAW V-CAP, care of the Union. The Museum further agrees to furnish the Union with the names of those employees for whom deductions have been made, the amounts that have been deducted, and the pay period for which they have been deducted.

ARTICLE III

UNION RIGHTS

1. Upon reasonable advance notice, the Museum shall not unreasonably deny Union representatives 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 interrupt employees' work or otherwise interfere with the Museum's operations.
2. There shall be a Union designated bulletin board in One Liberty Plaza, 1071 Fifth Avenue, and at TSB.
3. The Unit Chair and a Delegate shall be released without loss of pay to attend grievance meetings with the Museum, investigatory meetings with the Museum or other business meetings scheduled by the parties.
4. The Union may schedule union meetings from time to time on the premises in accordance with the Museum's standard procedures for reserving space.
5. The Museum shall not unreasonably deny the Union's request to grant an unpaid leave of absence for union business to a union member.

ARTICLE IV

INFORMATION TO THE UNION

1. The Museum will notify the Union and the Unit Chair of new hires of employees in the bargaining unit within twenty-one (21) days, including (if known): name, email address (Guggenheim and personal), date of hire, job title, division and/or department, salary, exempt/non-exempt status, part-time/full-time status, home address, home telephone number, date of birth, gender and race/ethnicity (if provided by the employee), and job description.
2. The Museum will notify the Union and the Unit Chair of resignations of employees in the bargaining unit within twenty-one (21) days of occurrence, including name and date of resignation.
3. The Museum will notify the Union and the Unit Chair of transfers, promotions, merit increases, title changes, and changes in job description in the bargaining unit within twenty-one (21) days of occurrence.
4. The Museum will notify the Union and the Unit Chair of temporary employees expected to be employed for at least thirty (30) days within twenty-one (21) days of hire, including name of employee, expected duration of appointment, department and position to which the temporary employee is assigned.

ARTICLE V

NOTICE TO THE UNION

Notices to the Union shall be in writing and sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union which is currently 350 West 31st Street, 4th Floor, New York, NY 10001.

ARTICLE VI

MANAGEMENT RIGHTS

1. 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 promulgate rules and policies governing the conduct of its employees; 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 or other amendments to its employee handbook or other written employment policies (which shall be applicable to members of the bargaining unit, including changes the Museum may make from time-to-time, without further obligation to bargain) that do not conflict with the express terms of the collective bargaining agreement and that are applicable to employees outside the bargaining unit. There shall be no binding past practices either as of this date or created in the future, except as may be acknowledged in writing signed by the parties.

These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned.

- a. Absent exigent circumstances, the Employer will provide the Union with thirty (30) days' written notice and an opportunity to discuss contemplated substantive changes to its employee handbook or other written employment policies before such changes are implemented.
- b. Notwithstanding the above, if during the term of the CBA, the Museum wishes to reduce its contribution rate, including any reduction in matching funds, to the 403(b) plan, VE membership commissions or reduce paid time off, it shall notify the Union in writing at least sixty (60) days prior to the implementation of any such changes. If the Union requests a reopener of the CBA within thirty (30) days of receipt of the Museum's notice, the CBA shall be reopened only for the purpose of negotiating over the Museum's proposed reduction and the No Strike-No Lockout clause will be nullified.
- c. The Employer may assign bargaining unit work to employees outside the Union or to contractors if necessary due to skill requirements that are not available among unit members, or where subcontracting is due to license requirements, artist or third-party requirements, or other circumstances that are not for the purpose of undermining the bargaining unit and are consistent with prior practice or are circumstances beyond its control.

2. The Museum will not be responsible for any delay or failure of performance under this Agreement that is a result of any Force Majeure Event. A "Force Majeure Event" shall mean the occurrence of any of the following events or conditions that are unforeseeable and would make it impossible for the Museum to perform its obligations under this Agreement including but not limited to wars (including chemical or biological wars); sabotage; terrorism; explosions; epidemics or other public health emergency; or natural disasters.

ARTICLE VII

NO STRIKES OR LOCKOUTS

1. Neither the Union nor any employee shall authorize, encourage or engage in any strike (whether economic, unfair labor practice, or otherwise), slowdown or boycott, work stoppage, or other concerted interference with the operations of the Employer during the term of this Agreement.
2. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, slowdown or boycott, work stoppage or other concerted interference with the operations of the Employer occur, the Union shall, within 24 hours of a request by the Employer:
 - a. Publicly disavow such action by Employees;
 - b. Advise the Employer in writing that such an action by Employees has not been called or sanctioned by the Union;
 - c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately;
 - d. Post notices on Union bulletin boards advising that it disapproves such action and instructing Employees to return to work immediately.
3. The Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

1. Definition of Grievance: A grievance is any dispute between the parties regarding the interpretation of this Agreement. Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the manner set forth below. A grievance may be submitted by either the Union or the Employer.
2. Step 1—Presentation of Grievance:
 - a. Within thirty (30) days of the event giving rise to a grievance or of when the grieving party could reasonably have become aware of the event, the grieving party may submit a grievance in writing, to the Chief Human Resources Officer or the Employer's designated representative (if filed by the Union) or to the Union's president (if filed by the Employer). The written grievance shall identify the issue, including but not limited to the section(s) of this Agreement alleged to have been violated.
 - b. The responding party will provide the grieving party with a written response to the grievance within seven (7) days.
3. Step 2—Grievance Meeting:
 - a. If the grieving party is not satisfied with the resolution of the grievance at Step 1, the grieving party may, within fourteen (14) days from the date of the respondent's response, submit a written request for a Step 2 meeting to the Chief Human Resources Officer or the Employer's designated representative or to the Union president, as applicable.
 - b. The Step 2 meeting to discuss the grievance shall be held with Union representative(s), the grievant(s) and (if desired) the Unit Chair or one Delegate, and the Employer's designated representative within thirty (30) days after receipt of the grieving party's request for a meeting.
4. Step 3—Arbitration:
 - a. If not resolved in the Step 2 meeting, either the Union or the Employer may submit the grievance for arbitration within thirty (30) days of receipt of the written decision issued at Step 2.
 - b. An arbitrator shall be appointed from the following panel, in alphabetical rotation, to arbitrate the matter: Daniel Brent, Marlene Gold and Bonnie Siber Weinstock.
 - c. The arbitration shall proceed under the American Arbitration Association's Labor Rules then in effect.

- d. The expense of the Arbitrator appointed shall be borne equally by the Employer and the Union.
 - e. The decision of the arbitrator shall be final and binding on both parties. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.
5. Waiver: Any grievance not presented within the time limits at any step of the grievance procedure provided herein shall be deemed waived, unless good cause is shown. In the event that the Museum does not comply with the foregoing time limits, the Union may advance the grievance to the next step.
 6. Employees shall be entitled to union representation at every step of the procedure.
 7. No individual employee may initiate any grievance or arbitration proceeding or move to confirm or to vacate an arbitration award.

ARTICLE IX

NON-DISCRIMINATION

Employees shall not be discriminated against on the basis of race, color, religion, creed, age, national origin, ancestry, alienage, citizenship status, sex, pregnancy, an employee's or an employee's dependent's reproductive health decision making, gender, sexual orientation, gender identity and expression, marital status, disability, veteran status, predisposing genetic characteristics, status as a victim of domestic violence or sex offense or stalking, or any other category protected by applicable federal, state, or local law.

ARTICLE X

HEALTH AND SAFETY AND WORKPLACE CONDITIONS

1. The Museum shall provide a safe workspace.
2. Health and Safety Committee: The Union and the Museum agree to establish a joint Health and Safety committee composed of up to four (4) 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.
3. The Museum shall provide legally required employee health and safety training. The Museum shall provide employees with evacuation instructions including to new employees promptly after hiring.
4. The Museum shall provide appropriate and safe equipment for employees' usage.
5. The Museum will provide adequate relief seating for Visitor Experience staff.
6. Injury Forms: The Museum shall make C-2 workers compensation forms concerning unit members available to the Union, subject to appropriate redactions of medical or other confidential information.
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 (excluding public areas) and designated break rooms.
8. Ergonomics: Ergonomic considerations shall be a factor in the Museum's selection of furniture for employees and other employee equipment.

ARTICLE XI
COMPENSATION

1. Minimum Pay Rates for Regular Full Time and Part Time Employees¹

- a. Band 1: Minimum hourly pay rates for employees in Band 1 positions (as set forth on Exhibit A) shall be:

July 1, 2023: \$22.00/hour (\$45,760 annually based on 40 hours per week)

January 1, 2024: \$23.00/hour (\$47,840 annually based on 40 hours per week)

January 1, 2025: \$24.00/hour (\$49,920 annually based on 40 hours per week)

- b. Band 2: The minimum annual salary for full-time employees in Band 2 positions (as set forth on Exhibit A) shall be:

July 1, 2023: \$52,000

- c. Minimum pay rates for positions other than those in Band 1 are set forth on Exhibit A to this Agreement.
- d. Minimum pay rates as of July 1, 2023 shall increase on January 1, 2024 by the general wage increase of three percent (3.0%) and on January 1, 2025 by the general wage increase of three percent (3.0%) unless otherwise stated in this Article.
- e. New Museum Educator Positions: 4-day-per-week Museum Educator roles that may be created will be overtime- and benefits-eligible and paid at the rate of \$29/hour in 2023, with the hourly rate increasing with the general wage increases on January 1, 2024 and January 1, 2025.

2. Pay Increases

- a. Except as to employees with specific salaries or hourly rates as set forth elsewhere in this Article (i.e., employees in Band 1, On Call Employees, and Learning Through Art Teaching Artists (LTA)), all employees will receive the greater of the Job Title Minimum pay rate for their position as set forth on Exhibit A or the general percentage wage increases set forth below:

¹ Salaries are pro-rated for any part-time employees.

July 1, 2023:	3.0% ²
January 1, 2024:	3.0% or the increase for employees not represented by a union, whichever is greater
January 1, 2025:	3.0% or the increase for employees not represented by a union, whichever is greater

3. On-Call Employees

- a. Current on call Registrar and Theater Technician employees will be paid the greater of (i) the minimum pay rates set forth below or (ii) will have their pay rate increased by the general increases set forth above in paragraph 2.³ New hires will be paid at or above the minimum pay rate set forth below. Minimum pay rates will rise with the general increases on January 1, 2024 and on January 1, 2025.

On Call Registrars as of July 1, 2023:

Registrar II: \$65/hour

Registrar I: \$55/hour

On Call Theater Technicians as of July 1, 2023:

Crew Leader/Level 3: \$42/hour

Theater Tech Level 2: \$38/hour

Theater Tech Level 1: \$33/hour

- b. On Call Gallery Educators will supplement the 4-day per week roles and will include those formerly designated as Youth or Gallery Educators. If needed, On Call Gallery Educators will provide tours outside the Education department, such as group sales, as well as Education tours.
 - i. On Call Gallery Educator tours will be paid at \$135 per tour, and \$35 for each additional 30 minutes beyond the first hour.

² This increase is in addition to the pay increase already granted on January 1, 2023 and shall be calculated based on the employee's pay rate as of December 31, 2022. Employees hired between January 1, 2023 and June 30, 2023 shall receive the 3.0% increase on their pay rate as of June 30, 2023.

³ This increase is in addition to the pay increase already granted on January 1, 2023 and shall be calculated based on the employee's pay rate as of December 31, 2022. Employees hired between January 1, 2023 and June 30, 2023 shall receive the 3.0% increase on their pay rate as of June 30, 2023.

- ii. The On Call Gallery Educator tour base rate will increase to \$140 per hour on January 1, 2024 and to \$145 per hour on January 1, 2025. Each additional 30 minutes beyond the first hour will continue to be paid \$35.
 - iii. Notwithstanding the above, time spent at Museum-mandated meetings or trainings (such as Sexual Harassment Awareness Training and Values Rollout Days) shall be paid at \$29/hour, which shall increase with the general wage increases on January 1, 2024 and January 1, 2025.
- c. If the Museum schedules an on-call employee for work and subsequently cancels such work, the Museum shall pay the employee for such canceled work as follows:
- i. If the Museum notifies the employee of the cancellation 1-2 weeks prior to the employee's previously scheduled work call, the employee will be paid for 25% of the canceled hours;
 - ii. If the Museum notifies the employee of the cancellation less than one week prior to the employee's previously scheduled work call, the employee will be paid for 50% of the canceled hours.
 - iii. If the Guggenheim is paid in full by a third party for the canceled work, the employee will be paid for 100% of the canceled hours.
 - iv. Payment for canceled work shall be capped at whatever canceled hours had been offered and accepted for a maximum of two weeks.

4. Learning Through Art Teaching Artists (LTA)

- a. The flat annual rates set forth below are inclusive of all components of the role and include pay for professional development.
 - i. 2023: \$9,700 (for Year 1 LTA), rising \$300/year of experience to \$13,400 (for Year 13 LTA).
 - ii. 2024: \$10,000 (Year 1) to Year 13 at \$13,800
 - iii. 2025: \$10,300 (Year 1) to Year 13 at \$14,200
 - iv. For those above Year 13, the rate will be increased by 3% for each year above 13.
- b. Notwithstanding the above, time spent at Museum-mandated meetings or trainings (such as Sexual Harassment Awareness Training and Values Rollout Days) shall be paid at \$29/hour, which shall increase with the general wage increases on January 1, 2024 and January 1, 2025.

5. Merit Pay

The Museum may pay individuals at rates above the minimums or grant raises above the general increases set forth in this Agreement.

ARTICLE XII

**ADDITIONAL HOURS FOR ON-CALL
GALLERY EDUCATORS AND LTA EMPLOYEES**

If additional hours of work, tours or residencies are available, whenever possible, current On-Call Gallery Educators and LTA employees will be given first consideration prior to hiring new employees or retaining temporary employees, provided the current employees are qualified and available to perform the work.

ARTICLE XIII

TEMPORARY ASSIGNMENTS

If an employee assumes the majority of the duties of a person who is out on an approved leave of absence of at least 4 consecutive weeks' duration, the employee filling in will receive at least a ten percent (10%) increase on top of their usual salary when they are filling in during the other employee's period of leave.

ARTICLE XIV

TRANSFERS

Employees may apply for transfer to other positions for which they qualify. Where, in the Museum's judgment, applicants are equally qualified, internal applicants shall be selected before outside applicants. If there is more than one equally qualified internal applicant, the Museum shall consider the respective seniority of the applicants.

ARTICLE XV

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 that is unconnected to furthering or promoting the work or welfare of the Guggenheim.

ARTICLE XVI

HEALTH BENEFITS

1. Employees will be eligible for health and welfare plans on the same basis as other employees outside of the bargaining unit, as the terms of those plans may change from time to time.
2. Cost-sharing tiers for health care contributions shall be as follows:
 - a. For 2023, employee contribution tiers based on an employee's annual pay rate shall remain as previously established, i.e.:
 - Less than \$56,000: 9% or 10% Employee Contribution based on coverage election
 - \$56,000 to \$101,000: 10% or 14% Employee Contribution based on coverage election
 - Over \$101,000: 14% or 19% Employee Contribution based on coverage election
 - b. Effective January 1, 2024, employee contribution tiers based on an employee's annual pay rate shall be as follows:
 - Up to \$75,000: 9% or 10% Employee Contribution based on coverage election
 - \$75,001 to \$105,000: 10% or 14% Employee Contribution based on coverage election
 - Over \$105,001: 14% or 19% Employee Contribution based on coverage election

ARTICLE XVII

SICK LEAVE

The requirements of the New York State Sick Leave Law and the New York City Safe and Earned Sick Time Act, as set forth in York Labor Law Section 196-b, are waived with respect to employees regularly working at least thirty-two (32) hours per week, who are provided with comparable leave benefits in accordance with that law, as set forth in the Museum's employee handbook.

ARTICLE XVIII

RETIREMENT BENEFITS

Employees may participate in the Museum's 403(b) plan on the same basis as employees outside the bargaining unit. The following changes, however, will be made to the 403(b) plan for bargaining unit employees effective as of July 1, 2023:

- The Museum's basic contribution will be 5% of an employee's salary for those employees with ten (10) years or more of eligible service commencing in the calendar year in which they reach ten (10) years of eligible service.
- Employees who separate from employment with the Museum on or after July 1, 2023 will have their annual contribution from the Museum pro-rated based on the employee's latest completed quarter of employment.

Effective January 1, 2023, the Museum modified its plan such that newly hired employees are automatically enrolled in the 403(b) plan and have the ability to opt out of participation.

ARTICLE XIX

LEAVES OF ABSENCE

Employees will be eligible for four weeks of fully-paid parental leave pursuant to the terms of the Museum's policy, which coordinates with disability and FMLA leaves of absence as set forth in that policy.

ARTICLE XX

FLEXIBLE WORK ARRANGEMENTS

Consistent with existing Museum policy, employee requests to work hybrid, remote or flexible schedules shall not be unreasonably denied.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT

The Museum will commit at least \$25,000 per year for professional development (e.g., tuition reimbursement) outside of Museum-wide training for bargaining unit employees.

ARTICLE XXII

EMPLOYEE FILES

1. An employee shall have a right to review and have a copy of all material in their Employee File with reasonable 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, unless used in connection with legal proceedings or other reasonable business needs.

ARTICLE XXIII

POSTING OF VACANCIES

Bargaining unit vacancies shall be posted internally on the Guggenheim website, internal newsletter (if any) and bulletin board concurrent with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring salary range, schedule of hours, and a short description of responsibilities and qualifications. Such postings shall be available for no less than seven (7) calendar days.

ARTICLE XXIV

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 employee shall serve a probationary period of ninety (90) calendar days for Full Time or Part Time employees or for on call employees the longer of fifteen (15) working days. In no event shall any new on call employee serve a probationary period of longer than six (6) calendar months. During or at the end of the employee's probationary period, the Museum may discharge any such employee at will; such discharge shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE XXV

LAYOFFS

1. The Union shall receive advance notice of a layoff.
2. Notice of a layoff shall be given in writing to the Union, the Unit Chair and to any employee(s) whose employment is affected.
3. In the event of a layoff, seniority in job title shall be an important consideration in determining who shall be laid off first, provided that the remaining employee(s) are qualified to perform the work.
4. In the event of a vacancy in the affected employee's former job title that occurs within twelve (12) months of their layoff, the vacancy shall be offered to the most-senior laid off employee from that job title before any other applicant. In the event that an affected employee is, in the Museum's sole discretion, qualified to fill a different vacant position at the Museum that occurs within twelve (12) months of their layoff, and if the employee applies for that position, the vacancy shall be offered to the laid off employee before any other applicant. In the event that two or more laid off employees are, in the Museum's sole discretion, qualified to fill the vacancy, the more senior employee shall be offered the position.
5. Any post-probationary employee who is laid off shall receive severance pay in the greater amount of (a) one (1) week per year of service or (b) two (2) weeks of severance pay.

ARTICLE XXVI

LABOR-MANAGEMENT COMMITTEE

The Union and the Museum agree to establish a joint Labor-Management committee that shall meet quarterly (or more frequently, if the parties deem necessary) about issues of concern to the parties. The parties shall exchange proposed agenda items for each meeting at least forty-eight (48) hours in advance of the scheduled meeting. The purposes of these meetings shall not be to resolve active grievances. Each party shall designate its own representatives to the committee except that the Museum representatives shall include at least one member of the senior leadership of the Museum and the Union may include a staff representative from Local 2110. Each party may designate up to four (4) representatives to this committee. In at least one such meeting each year, the Museum shall be represented by a member of its executive leadership.

ARTICLE XXVII

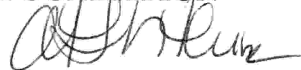
SEVERABILITY

If any provision of the Agreement is adjudicated to be unlawful, no other portion, provision, or article of this Agreement shall be invalidated. The parties shall bargain in good faith with respect to any provision found to be unlawful.

ARTICLE XXVIII
TERM OF AGREEMENT

This Agreement shall be effective through and including December 31, 2025.

**THE SOLOMON R. GUGGENHEIM
FOUNDATION**

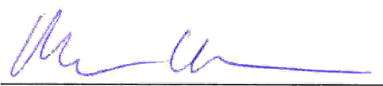


By: M K Withridge

Title: CFO

Date: 9/19, 2023

LOCAL 2110, UAW

By: 

Title: Director of Organs

Date: 9/19, 2023

Exhibit A

Guggenheim Job Title Minimums 2023

7.25.23

Department_Desc	Business_Title	Band	FINAL
Advancement	Associate Manager, Advancement Operations		\$60,000
Advancement	Associate Manager, Corporate Development		\$60,000
Advancement	Associate Manager, Corporate Membership		\$60,000
Advancement	Associate Manager, Individual Giving		\$60,000
Advancement	Associate Manager, Institutional Development		\$60,000
Advancement	Associate Manager, Special Events		\$60,000
Advancement	Associate, Corporate Partnerships	Band 2	\$52,000
Advancement	Associate, Individual Giving	Band 2	\$52,000
Advancement	Manager, Individual Giving		\$65,000
Advancement	Manager, Membership		\$65,000
Advancement	Membership Associate	Band 2	\$52,000
Advancement	Membership Sales Associate	Band 2	\$52,000
Advancement	Senior Manager, Corporate Development		\$75,000
Advancement	Senior Manager, Individual Giving		\$75,000
Advancement	Senior Manager, Institutional Giving & Government Affairs		\$75,000
Conservation	Assistant Conservator		\$75,000
Conservation	Conservation Fellow		\$95,000
Conservation	Conservation Fellow, Time Based Media		\$50,000
Conservation	Manager Conservation		\$65,000
Conservation	Robert Mapplethorpe Foundation Fellow		\$50,000
Conservation	Conservator Objects		\$100,000
Culture and Inclusion	Employee Engagement Manager		\$65,000
Curatorial	Assistant Curator		\$75,000
Curatorial	Associate Curator		\$90,000

Curatorial	Collections + Exhibition Information Specialist		\$60,000
Curatorial	Curatorial Assistant		\$60,000
Curatorial	Department Assistant		\$60,000
Education	Associate Manager, Community Engagement		\$60,000
Education	Associate Manager, Public Engagement		\$60,000
Education	Associate Manager, School and Teacher Programs		\$60,000
Education	Coordinator, Teen and Family Programs	Band 2	\$52,000
Education	Education Associate, School Programs	Band 2	\$52,000
Education	Manager Family Programs		\$65,000
Education	Manager, Academic Engagement		\$65,000
Education	Manager, Interpretation and Access		\$65,000
Education	Manager, Public Programs		\$65,000
Education	Manager, Public Programs & Adult Learning		\$65,000
Education	Manager, School Partnerships		\$65,000
Education	Manager, Teen Programs		\$65,000
Education	Project Manager		\$63,000
Education	Project Manager, School, Youth, Inclusion Programs	Band 2	\$52,000
Education	Manager Family Programs		\$65,000
Exhibitions	Associate Exhibition Manager		\$65,000
Exhibitions	Exhibition Designer		\$75,000
Exhibitions	Exhibition Manager		\$75,000
Exhibitions	Senior Exhibition Manager		\$95,000
Facilities	Assistant, Office Services	Band 2	\$52,000
Finance	Finance & Operations Analyst		\$60,000
Finance	Senior Accountant		\$75,000
Finance	Senior Accounts Payable Specialist		\$65,000
Guggenheim Abu Dhabi Management	Finance Manager		\$67,000
Guggenheim Abu Dhabi Management	Operations Manager		\$67,000
Global Abu Dhabi Management	Finance and Operations Department Assistant	New	\$60,000

Guggenheim Abu Dhabi Management	Operations Manager (formerly interim Fin.Ops Mgr)		\$67,000
Information Technology	Helpdesk Analyst		\$65,000
Information Technology	Senior Systems Analyst		\$75,000
Information Technology	Systems Administrator		\$75,000
Information Technology	Telecommunications and Network Engineer		\$100,000
Library and Archives	Assistant Librarian		\$62,000
Library and Archives	Associate Archivist		\$68,000
Marketing	Associate Manager Digital Marketing		\$60,000
Marketing	Associate Producer, Digital Experience		\$60,000
Marketing	Communications Associate	Band 2	\$52,000
Marketing	Digital Media Producer		\$75,000
Marketing	Graphic Designer		\$65,000
Marketing	Internal Comms Assoc	Band 2	\$52,000
Marketing	Manager, Communications		\$65,000
Marketing	Manager, Digital Experience		\$65,000
Marketing	Production Coordinator		\$60,000
Marketing	Social Media Manager		\$68,000
Marketing	Social Media Producer		\$60,000
Marketing	Web Developer, Digital Experience		\$75,000
Photography	Assistant Collections Photographer		\$67,000
Photography	Assistant Photographer & Studio Manager		\$75,000
Photography	Senior Manager of Digital Assets and Image Licensing		\$95,000
Publications	Associate Editor		\$70,000
Publications	Associate Manager, Rights and Reproductions		\$60,000
Publications	Senior Editor		\$90,000
Publications	SENIOR PRODUCTION MANAGER		\$75,000
Registrar	Assistant Registrar		\$65,000
Registrar	Associate Registrar		\$80,000
Registrar	Registrar		\$95,000
Registrar	Registrar Assistant		\$60,000
Visitor Experience	Admissions and Ticketing Coordinator		\$52,000

Visitor Experience	Associate Manager, Group Sales & Box Office		\$60,000
Visitor Experience	Coordinator	Band 2	\$52,000
Visitor Experience	Supervisor	Band 2	\$52,000
Visitor Experience	Visitor Assistant	Band 1	\$45,760