

## MEMORANDUM OF AGREEMENT

Memorandum of Agreement ("Agreement") made this 10th day of June 2010 between THE MUSEUM OF MODERN ART (the "Museum") and LOCAL 2110, UAW, AFL-CIO ("Union").

The Collective Bargaining Agreement between the parties that expired May 20, 2010, as modified by the 2009 Memorandum of Agreement, is hereby extended to and including May 20, 2015, except as modified below.

1. Article I—Salary

- a. Effective May 21, 2010 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2010 shall receive an increase in salary of three percent (3.0%).
- b. Effective May 21, 2011 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2011 shall receive an increase in salary of three percent (3.0%).
- c. Effective May 21, 2012 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2012 shall receive an increase in salary of three percent (3.0%).
- d. Effective May 21, 2013 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2013 shall receive an increase in salary of three and one-half percent (3.5%).
- e. Effective May 21, 2014 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2014 shall receive an increase in salary of three and one-half percent (3.5%).
- f. The above increases shall apply to the contractual minimum new-hire pay rates.
- g. Visitors Services Associates will be promoted to Level 3 after one year of employment at the Museum. For those Associates employed as of the date of this Agreement, step increases for those promoted to Level 3 shall be measured from the earlier of the date of such promotion or the Associate's one-year anniversary date.
- h. The Museum will consider the feasibility of providing written confirmation of membership referrals that result in the purchase of a Museum membership.

2. Article II—Health & Welfare Benefits: Section H will be revised to increase the dependent care benefit as follows:

- a. In the contract year commencing May 21, 2010, \$750;
- b. In the contract year commencing May 21, 2011, \$800;
- c. In the contract year commencing May 21, 2012, \$850;
- d. In the contract year commencing May 21, 2013, \$850;
- e. In the contract year commencing May 21, 2014, \$900.

3. Article III—Educational Benefits: Section C, Paragraph 2 shall be modified to provide that the Museum shall set aside the following amounts for the purpose of reimbursing course tuition expenses:

- a. In the contract year commencing May 21, 2010, \$65,000.
- b. In the contract year commencing May 21, 2011, \$65,000.
- c. In the contract year commencing May 21, 2012, \$67,500.
- d. In the contract year commencing May 21, 2013, \$67,500.
- e. In the contract year commencing May 21, 2014, \$70,000.

4. Article VIII—Health and Safety

- a. *Panic Buttons*: The Museum will provide Staff with training regarding the locations and use of panic buttons. Panic buttons will be installed at each cash register in the retail stores (Design, Bookstore, SoHo) and an additional panic button will be installed at the main membership desk and at the ticketing desk.
- b. *Painting and Construction*: The Museum will provide the Union with at least one day's advance notice of painting or construction that is to be done in Staff members' work areas and break room(s). This provision is not intended to require notice of the painting or construction of exhibition spaces.
- c. *Injury Records*: The Museum will make C-2 workers compensation forms concerning Union members available to the Union, subject to appropriate redactions of medical or other confidential information.
- d. *Flex Time Committee*: The Union may appoint up to four (4) members of a committee that will meet to formulate recommendations concerning flex time policy(ies). This committee will be advisory and will not itself set policy.
- e. *Health and Safety Committee*: Meetings of the Health and Safety Committee shall include the Director or Assistant Director of Safety/Security. The committee will be notified as soon as practicable in the event of an emergency affecting Union members.
- f. *Evacuation Procedures*: The Museum shall provide the Union with a copy of the Fire Emergencies plan and a fire safety plan, subject to approval by the New York Fire Department and redactions for confidentiality and security purposes. Fire drills will be conducted as required and will include instructions on evacuation of employees.
- g. *Lactation Room*: A room on the 6<sup>th</sup> floor of 11 West 53<sup>rd</sup> will be designated as a lactation room and will be equipped with a refrigerator. A room will also be designated in the Museum's Queens facility.
- h. *Ergonomics*: Ergonomic considerations will be a factor in the Museum's selection of new furniture and other equipment.

5. Article IX—Promotions

- a. Section A will be modified to provide that promotion reviews for Curatorial Assistants will take place after four years of service in title.
- b. Section A will be revised to provide that Curatorial Assistants' promotional reviews will be conducted by at least three individuals selected by the Museum with knowledge of the Curatorial Assistant's work, at least one of whom will be the Curatorial Assistant's immediate supervisor. Section D will be revised to provide that, as to Curatorial Assistants, each of the three (or more, if appointed) individuals conducting the review will have one vote.
- c. Section B will be amended to provide that a Curatorial Assistant terminated as a result of the review process described in Article IX will be provided at least sixty (60) days notice of termination.
- d. Section F will be revised to add that once per year, written evaluations will be done with respect to and provided to each Curatorial Assistant, Assistant Curator, Assistant Conservator and Associate Curator.

6. Article XVIII—Union Meetings

- a. Members of the Union's Program Committee shall be released from work for one hour on one day each month for the purpose of attending a Union meeting, the scheduling of this hour being subject to the Museum's reasonable business needs.

- b. Section E will be revised to provide that the Museum will not unreasonably deny requests for extension of an unpaid leave of absence for Union business beyond 12 months.
7. Scheduling (New Provision)
- a. The Museum will provide at least one week's notice of changes in employees' schedules, except in the event of an emergency that does not allow for such notice.
  - b. Retail store employees will be released to attend the Museum's annual holiday party.
8. SoHo Store:
- a. The memorandum of agreement concerning the SoHo retail store will be amended to provide that the two-most senior employees will have Sundays off on a rotational basis, so long as a Sunday continues to be scheduled as an off day for any employee.
  - b. The Museum agrees to meet following the execution of this Agreement to discuss the feasibility of rotating the various Saturday shifts in the SoHo retail store.
  - c. Section 2.c(i) of the memorandum of agreement concerning the SoHo retail store will be amended to provide that, as of January 1, 2011, employees in the SoHo retail store will receive vacation time on the same basis as other Union members, as set forth in the Museum's staff manual.
  - d. The second sentence of Section 2.d(i) of the memorandum of agreement concerning the SoHo retail store, regarding limitations on applications for transfers, will be deleted.
  - e. In the event a shift in the SoHo store becomes vacant or a new shift is created, preference for such shift shall be offered on a seniority basis by title.
9. Article XIV—Miscellaneous
- a. Training for store and Visitor Services staff will be paid and the Museum will make good faith efforts to schedule such training to maximize employees' ability to participate.
10. Union Welcome Letter: The Union Welcome Letter attached as Exhibit \_\_\_\_\_ will be distributed to newly-hired employees who are within the scope of the Union's jurisdiction.

LOCAL 2110, UAW, AFL-CIO

MUSEUM OF MODERN ART

By: Carl Brown

By: Patty Lysons, Secretary

By: Daniel F

Date: 6/10, 2010

By: Cy Lysons

By: E. M. A.

By: [Signature]

By: Thomas Guesil

By: [Signature]

By: Carolyn Guesil

By: Travis Guesil

By: [Signature]

Date: June 10, 2010