

MEMORANDUM OF AGREEMENT

Memorandum of Agreement (“Agreement”) made this 14th day of August 2018 between THE MUSEUM OF MODERN ART (the “Museum”) and Local 2110, UAW, AFL-CIO (“Union”).

The Collective Bargaining Agreement between the parties, as modified by the memorandums of agreement from 2003 through 2018, is hereby extended to and including May 20, 2023, except as modified below.

1. Article I—Salary—Wage Adjustments

- a. Effective May 21, 2018 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2018 shall receive an increase in base salary rate of three percent (3.0%) or \$1,600, whichever is greater.
- b. Effective May 21, 2019 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2019 shall receive an increase in salary of three percent (3.0%).
- c. Effective May 21, 2020 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2020 shall receive an increase in salary of three percent (3.0%).
- d. Effective May 21, 2021 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2021 shall receive an increase in salary of three-and-one-half percent (3.5%).
- e. Effective May 21, 2022 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2022 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. The dinner allowance will be increased to \$15.00; other conditions shall remain in effect.

2. Article I—Salary—Other Amendments

- a. Effective as soon as practicable following ratification of this Agreement, the retail bonus program shall be modified as follows:
 - i. If Sales exceed budget by at least 3% in a particular Store in a quarter, there will be a bonus payment for that quarter of \$200 for Sales Associates and \$250 for Sales Specialists.
 - ii. If Sales exceed budget by at least 9% in a particular Store in a quarter, there will be a bonus payment for that quarter of \$400 for Sales Associates and \$500 for Sales Specialists.
 - iii. If Sales exceed budget by at least 15% in a particular Store in a quarter, there will be a bonus payment for that quarter of \$800 for Sales Associates and \$1,000 for Sales Specialists.
- b. Effective as soon as practicable following ratification of this Agreement, the membership sales commission program set forth on Exhibit A shall be implemented.

- c. The section regarding Transit Checks shall be amended to provide, as soon as practicable, that employee payroll deductions for Transit Checks shall be 24 times a year for employees paid bi-weekly and 48 times a year for employees paid weekly.
3. Article II—Health & Welfare Benefits:
 - a. The side letter dated June 18, 2015 grandparenting certain employees for the purposes of health care premium contributions shall be continued for the period of this Memorandum of Agreement.
 - b. The thresholds for different percentage rates of employee premium-sharing shall be indexed to increase at the same percentage rates as the across-the-board wage rate increases set forth in Article 1 of the parties' agreement. This indexing shall be implemented each July 1, taking into account the across-the-board wage rate increases granted the preceding May 21. Employees will not have their health contribution percentages adjusted during the period from the May 21 contractual increase through June 30 as a result of such increases. The indexing on July 1, 2018 shall include the contractual wage rate increases from May 2016, May 2017 and May 2018. Increases other than from the across-the-board rate adjustments (e.g., step increases or promotions) may trigger changes in employee health contributions at the time of such increases.
 - c. The section concerning vision benefits shall be amended to clarify that employees shall be eligible for reimbursement every calendar year for up to \$100 for vision expenses as set forth in that section, with receipts submitted no later than the subsequent March 31.
 - d. The section concerning life insurance shall be amended to state that term life insurance shall be granted in an amount equal to 150% of annual salary.
4. 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, 2018, \$76,000.
 - b. In the contract year commencing May 21, 2019, \$77,000.
 - c. In the contract year commencing May 21, 2020, \$78,000.
 - d. In the contract year commencing May 21, 2021, \$79,000.
 - e. In the contract year commencing May 21, 2022, \$80,000.
5. Article IV—Pension Benefits:
 - a. At the same time as such automatic enrollment is implemented for non-union MoMA employees, and as soon as practicable, employees in the Local 2110 bargaining unit hired after July 1, 2009 who are not already enrolled in the MoMA 403(b) Retirement Plan will automatically be enrolled in that plan, with employee payroll deductions to be made to fund employee contributions into each such employee's account. These automatic payroll deductions will be no higher than three percent (3.0%) of gross pay, and employees may opt out of such automatic enrollment.

- b. Employees who retire after the date of ratification of this MOU whose lifetime estimated pension benefit under the defined benefit Pension Plan (the "Plan") at the time of retirement is less than \$5,000 will receive their total benefit entitlement under the Plan in a lump sum payment.
6. Article XII—Grievance and Arbitration: The third step of the grievance process shall be modified to provide that arbitrations shall be before a rotating panel of the following arbitrators (rather than being selected through the American Arbitration Association): Howard Edelman, Martin Scheinman and Bonnie Siber Weinstock. Hearing shall be held at the Museum unless the parties agree otherwise.
7. Article XIV—Miscellaneous: A new section shall be added specifying that employees will be given a 40% discount on all store merchandise except for MoMA publications, on which employees will be given a 50% discount.
8. Article XVII—Union Security and Check-Off: A new paragraph shall be added providing that the Museum shall, once each pay period, deduct contributions for the VCAP fund from members of the bargaining unit who provide the Museum with a written authorization form for such deductions. The Union shall be allowed a 90-day period following ratification of this Agreement to obtain authorization forms from current employees. The Union may approach new employees during their orientation meeting to obtain such authorizations and may submit VCAP authorization forms from such employees within 30 days of their date of hire. In addition, there shall be an annual window period each September when employees may submit (or withdraw) VCAP authorizations.
9. Article XVIII—Union Meetings: A section shall be added to this Article stating that the Union will be given the opportunity, following the Museum's regularly-scheduled orientation meetings for new employees, to meet with those new hires.
10. FMLA Leave: It is agreed that the Museum may switch its method of tracking FMLA leave to the 12-month lookback method and that this transition shall, consistent with applicable regulations, be effectuated so as not to reduce any employee's FMLA leave entitlement.
11. PFL Leave: During periods of leave covered only by PFL (not also FMLA), employees may use accrued paid time off to supplement PFL payments so as to achieve 100% of their base pay for such leave periods.
12. Evaluations: Effective as soon as practicable following ratification of this Agreement, the employee evaluation program set forth on Exhibit B shall be implemented. For new hires, evaluations shall be conducted twice during the employees' first full fiscal year (i.e. July 1st through June 30th) and once each fiscal year for all other regular employees. Two years after such implementation, the Museum shall offer to meet with the Union to discuss any concerns the Union may have regarding the evaluation process.

13. Job Descriptions: The Museum intends to implement the amended job descriptions set forth in Exhibit C as soon as practicable after ratification of this Agreement.
14. Consolidated CBA: The parties agree on the necessity of a consolidated collective bargaining agreement incorporating prior memorandums of agreement, and agree to reduce such an agreement to writing and execute it as soon as practicable.
15. Recommendation and Ratification: This agreement is subject to ratification by the Local 2110 bargaining unit and shall unanimously be recommended for ratification by the Local 2110 bargaining committee.

LOCAL 2110, UAW, AFL-CIO

MUSEUM OF MODERN ART

By: [Signature]

By: [Signature]

By: Michael Coy

Odessa R. Matzner, Chief Human Resources Off

Date: Aug 14, 2018

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

Date: August 14, 2018



PERFORMANCE DEVELOPMENT MAP

Employee

Employee Name		Check-In Period	
Department		Manager	

Performance Development

	Initial Check- In* (*Only applies to New Hires in Year 1)	Year-End Check- In
GUIDELINES	Work with your manager to define and document your objectives. Include what you are expected to produce by your year-end review, activities needed to accomplish results, and measures of success.	Review performance objectives to see if you are on target. Reprioritize work accordingly. Are you focusing your time on the objectives you committed to? If not, either work with your manager to change your objectives or reevaluate how you spend your time

Objectives and Key Results

Department Objective	Department Objective
EXAMPLE Department Objective 1: Increase brand recognition	

Employee Objective	Employee Objective
EXAMPLE Employee Objective 1: <ul style="list-style-type: none"> Effectively use social media platform to increase engagement 	

Key Result	Key Result
Example Key Result: <ul style="list-style-type: none"> Reach 2,000 Twitter followers 	

Skills and Knowledge Development

*See attached for Key Behavior Definitions

Key Behavior	Employee Comments	Manager and Employee Discussion
Quality of Work		
Teamwork		
Communication		
Initiative		
Respect and Diversity		

Development and Growth:

Questions for Employee:

What objectives did you accomplish since your last check-in and what objectives will you work towards in this period?

Are you currently encountering obstacles?

How can we help you grow in your role and help you reach your career objectives?

How would you assess communication within your department? How well informed are you of the information necessary to perform your duties efficiently? What additional information do you need?

Note: Your performance evaluation will be based upon the responsibilities of your job as set forth in your job descriptions and not upon any comments you may provide during the Performance Development Process.

Definition of Key Behaviors

Quality of Work

- Applies knowledge and experience to complete tasks, assignments and projects in a timely manner
 - Completes responsibilities accurately and completely
 - Demonstrates the necessary technical skills and competencies required for the current position
 - Approaches assigned tasks in a systematic and organized manner
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Teamwork

- Develops and maintains mutually beneficial relationships with co-workers in and outside of the unit/department in order to contribute toward a cooperative work environment and the effective achievement of the organization's goals
 - Develops and maintains mutually beneficial relationships with internal and/or external partners
 - Strives to respond to partner/customer requests in an accurate, timely, and professional manner
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Communication

- Utilizes effective written and/or verbal communication skills to convey information or ideas to others
 - Consistently understands and acts upon instructions appropriately
 - Has the ability to communicate up, down, and across organization
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Initiative

- Proactively brings attention to existing/potential problems and/or improvements in Museum operations in a responsible and appropriate manner
 - Within realm of authority, takes constructive steps to initiate necessary actions
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Respect and Diversity

- Sensitive to and respectful of all individuals; promotes and helps others value and respect diversity of opinions, perspectives, expertise and knowledge
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Exhibit A

# Memberships Sold in a Month	VE staff (excl. Film & Member Desk)	VE Staff at Film & Member Desk
Less than 5	5%	
5 - 15	All memberships up to 15 are pooled; 15% paid out proportional to number sold	
16 - 30	Pool payout for first 15 sold + 17% thereafter	
31 - 60	As above + 20% thereafter	
61 - 90	As above + 25% thereafter	
More than 90	As above + 30% thereafter	
Exceptions		Average of all VE Payouts

JOB DESCRIPTION

TITLE: Administrative Assistant

DEPARTMENT: Visitor Services Engagement

REPORTS TO: Department Manager of Visitor Engagement

RESPONSIBILITIES:

- Proactively and warmly welcomes and processes guests at the Museum's reception desks: 11 West and Cullman (staff, staff guests, educators, groups, student center and library users, trustees, VIPs, couriers, messengers). Responds to questions, offers guidance, distributes study center brochures, submission guidelines, volunteer applications, and other written materials upon request.
- Maintains visitor log, issues security guest passes, and checks personal identification as per Museum policy. Announces visitors to staff and directs visitors to MoMA offices and departments.
- Receives, distributes, and signs for incoming/outgoing packages, interoffice mail, express mail (FedEx, UPS, USPS) and courier mail. Maintains delivery and pick-up log.
- Resolves general inquiries and complaints from guests and members over the phone, on-site, via mail, and electronically. Forwards visitor inquiries to other departments; uses Internet for related research.
- Warmly answers calls received on the Museum switchboard and routes calls to appropriate MoMA departments and staff members.
- Assists in creating the daily MoMA MeMO. Stays abreast of current and upcoming exhibitions, films, educational programs, and marketing campaigns.
- Assists Volunteer Program staff with administrative duties.
- Reconciles department credit card in Concur. Assists Department Manager with creating vouchers and vendor records in Peoplesoft. Creates petty cash reimbursement forms for approval. Obtains petty cash from the cashier's office and distributes to staff members. Picks up and distributes weekly paychecks from the Payroll Department. Assists in maintaining e-time attendance records for staff.
- Assists with museum-wide signage and stanchions.
- Coordinates weekly brochure orders and tracks inventory for brochures. Works with Department Manager in overseeing usage, analyzing historical data, and planning for future orders.
- Contributes to a highly positive environment for Visitor Engagement staff through assisting Department Manager and Assistant Director with staff development initiatives.
- Performs any other duties reasonably related to the functions described above.

SUPERVISES: None

REQUIREMENTS: Bachelor's degree and one or more years of relevant experience or equivalent. Proficiency with computers/Windows. Exceptional communication and organizational skills. Attention to detail. Ability to work both independently and as part of a team. Customer service experience. Passion for the visual arts. Previous museum experience and foreign language skills strongly preferred.

Job Description:**Stock Associate**

As a Stock Associate you are expected to maintain the stockroom, assist in sales floor replenishment and ensure efficient handling of both incoming receipts and outgoing deliveries. You are expected to uphold the MoMA standards, policies and procedures as well as proactively connect to the Museum to support a holistic visitor experience.

Participates in efforts to create a highly positive experience for customers that supports the store mission, encourages repeat visitation and positive word of mouth for MoMA Stores and drives conversion and sales.

Focused Responsibilities:

- Assists in the unloading of all shipments and deliveries.
- Receives all merchandise.
- Processes store sends.
- Prepares product to be fixture ready. (ticket, shrink wrap etc.)
- Replenishes store fixtures.
- Maintains an efficient and organized stockroom.
- Assists in annual physical and mini inventories.
- Assists managers in periodic training programs for new staff and demonstrates particular functions during initial shadowing period.
- Makes occasional local deliveries for/to key customers as needed.
- Performs other duties as reasonably related to the above.

Community Responsibilities

- Visits the Museum regularly
- Attends Product, Vendor and Customer Service Training as appropriate
- Participates in advanced education opportunities as offered
- Attends staff meetings

Department: Retail

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Job Description:**Sales Associate****Overall Responsibilities:**

As a Sales Associate you are expected to deliver a knowledgeable, thoughtful and inspiring customer service experience which plays an integral role in achieving the stores sales and metric goals. You are expected to uphold the MoMA standards, policies and procedures as well as proactively connect to the Museum to support a holistic visitor experience.

Creates a highly positive experience for customers that supports the store mission and encourages repeat visitation and positive word of mouth for MoMA Stores.

Proactively engages with customers to drive conversion and sales and create a memorable customer experience.

Focused Responsibilities:

- Maintains a professional and positive presence on sales floor.
- Performs register transactions including sales, memberships, email capture and gift wrap.
- Responds to customer inquiries and assists in making selections.
- Maintains a high level of museum and product-related knowledge.
- Executes daily stock maintenance by ensuring that all merchandise. And fixtures are signed, displayed, lit and clean.
- Participates in physical inventory.
- Opens and closes cash registers and is held accountable for any discrepancies noted by manager.
- Complies with all zoning and scheduling.
- Participates in all MoMA Design Store, Museum and vendor trainings.
- Assists managers in periodic training programs for new staff and demonstrates particular functions during initial shadowing period
- Perform in-store product demos from time to time to engage customers (training to be provided)
- Advise AM-Operations on out of stock merchandise and inventory discrepancies.
- Performs other duties reasonably related to the above.

Community Responsibilities

- Visits the Museum regularly
- Attends Product, Vendor and Customer Service Training
- Participates in advanced education opportunities as offered
- Attends staff meetings

Job Description:**Selling Specialist****Overall Responsibilities:**

As a Selling Specialist you are expected to deliver a knowledgeable, thoughtful and inspiring customer service experience which plays an integral role in achieving the stores sales and metric goals. Partners with management to formulate strategies to ensure optimal product performance to increase sales of respective category. You are expected to uphold the MoMA standards, policies and procedures as well as proactively connect to the Museum to support a holistic visitor experience.

Creates a highly positive experience for customers that supports the store mission and encourages repeat visitation and positive word of mouth for MoMA Stores.

Proactively engages with customers to drive conversion and sales and create a memorable customer experience.

Focused Responsibilities:

- Maintains a professional and positive presence on sales floor.
- Lead by example on the selling floor. Engage customers with knowledge of the product assortment with the goal of increasing conversion and average transaction amounts.
- Assists in the merchandising of fixtures in accordance with standards and ensures optimal stock levels and presentation.
- Executes daily stock maintenance by ensuring that all merchandise and fixtures are signed, displayed, lit and clean.
- Partners with AM-Sales and Product Managers to:
 - Assess product performance- providing feedback to store management and product management team.
 - Coordinate and deliver product training to sales associates
 - Coordinate floor standards and replenishment training to sale associates
 - Review and analyze sales and margin reports to identify opportunities.
 - Develop selling strategies.
- Partners with AM-Operations to:
 - Maintain inventory levels and identify any discrepancies.
 - Conduct mini inventories and participate in physical inventory.
- Performs register transactions such as sales, returns, memberships and email capture.
- Assists managers in periodic training programs for new staff and demonstrates particular functions during initial shadowing period.
- Perform in-store product demos from time to time to engage customers (training to be provided).
- Performs other duties as reasonably related to the above.

Community Responsibilities

- Visits the Museum regularly
- Attends Product, Vendor and Customer Service Training
- Participates in advanced education opportunities as offered
- Attends staff meetings