

MEMORANDUM OF AGREEMENT

Memorandum of Agreement (“Agreement”) made this 31st day of July 2023 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, 2023, as modified by the 2009, 2010, 2015, 2018, 2020 and 2021 Memorandums of Agreement, is hereby extended to and including May 20, 2028, except as modified below.

1. Article I—Salary—Wage Adjustments:

- a. Effective May 21, 2023 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2023 shall receive an increase in base salary rate of four percent (4.0%).
- b. Effective May 21, 2024 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2024 shall receive an increase in base salary rate of four percent (4.0%).
- c. Effective May 21, 2025 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2025 shall receive an increase in base salary rate of four percent (4.0%).
- d. Effective May 21, 2026 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2026 shall receive an increase in base salary rate of four percent (4.0%).
- e. Effective May 21, 2027 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2027 shall receive an increase in base salary rate of four percent (4.0%).
- f. The above increases shall apply to the contractual minimum new hire pay rates.

2. Article I—Salary—Other Amendments:

- a. Pay Grades 1 and 2 shall be eliminated, and Grade 3 shall be the lowest starting full-time minimum pay rate.
- b. The following positions shall be graded on CBA Exhibit A as set forth below:
 - i. Library Assistant: moved to Grade 8
 - ii. Senior Library Assistant: moved to Grade 8; “Senior” shall be used only for the incumbent, with only “Library Assistant” remaining thereafter
 - iii. Senior Collections Specialist: set at Grade 14
 - iv. Senior Groups & Tours Assistant: moved to Grade 5; “Senior” shall be used only for the incumbent, with only “Groups & Tours Assistant” remaining thereafter
- c. Effective as soon as practicable following ratification of this Agreement, the membership sales commission program shall be amended as follows:

- i. For Guest Specialists, there shall be a 9.5% commission pool, calculated monthly and shared among all staff who sell at least five (5) memberships in that month.
 - ii. Employees who are assigned to work in both Visitor Engagement and Retail would have their commissions determined under the commission system applicable to their primary role.
 - d. Compensatory Time:
 - i. Compensatory time banks as of the ratification date of this Memorandum of Agreement that are not used by August 31, 2024 will be paid out in the first payroll period in October 2024.
 - ii. Compensatory time earned after the ratification date of this Memorandum of Agreement must be used by August 31 following the calendar year in which the compensatory time was earned. Unused compensatory time will be paid out each September.
 - e. An employee who is temporarily transferred or assigned shall be paid the greater of their current pay rate or the minimum of the position to which they have been transferred or assigned, from the first date of such transfer or assignment.
3. Article II—Health & Welfare Benefits: Effective January 1, 2024:
- a. Bargaining unit members will be eligible for the High Deductible Health Plan and associated Health Savings Account (HDHP/HSA) and any other new health plan options on the same terms as implemented for staff outside the bargaining unit. MoMA’s annual contributions to the HSA are, at present, \$1,000/\$2,000 (individual/family). Those electing the HDHP/HSA will not be eligible for the Health Reimbursement Accounts (“HRA”).
 - b. Terms of HRAs of employees enrolled in MoMA’s PPO plan shall be modified as follows:
 - i. For those employees whose annual base pay is up to \$60,000, the HRA reimbursement limit shall be \$400 for those who have elected individual coverage, and \$800 for those who have elected family coverage;
 - ii. For those employees whose annual base pay is between \$60,001 and \$80,000, the HRA reimbursement limit shall be \$200 for those who have elected individual coverage, and \$400 for those who have elected family coverage.
 - iii. The deadline for submitting HRA claims shall be the same as for the Health Care Flexible Spending Account, *i.e.*, at present, the end of March of the year following the calendar year of expense.
 - c. The dental plan may change from the current Freedom of Choice (FoC) plan to two plans (PPO and DMO) in the event that FoC is no longer offered by the carrier.
 - d. Dependent Care Benefit:
 - i. Reimbursement for childcare expenses shall be made each October for the period of the prior September-August period.
 - ii. Changes, if any, to childcare benefits for staff outside the bargaining unit shall be applicable to the bargaining unit.

- e. MoMA will provide six (6) weeks of Paid Family Leave for new child bonding leave, paid at 75% of the employee's regular base salary for those eligible for such leave.

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, 2023, \$81,000.
- b. In the contract year commencing May 21, 2024, \$82,000.
- c. In the contract year commencing May 21, 2025, \$83,000.
- d. In the contract year commencing May 21, 2026, \$84,000.
- e. In the contract year commencing May 21, 2027, \$85,000.

5. Article IV—Pension Benefits:

403(b) plan:

- a. Automatic enrollment with employee contributions of six percent (6.0%) of pay shall be implemented for the bargaining unit if such change is made for staff outside the bargaining unit.
- b. An automatic increase of one percent (1.0%) to participating employees' contributions shall be implemented for the bargaining unit if such change is made for staff outside the bargaining unit.

6. Article IX—Promotions:

Section A shall be modified to add that after three years as a Curatorial Assistant, the employee shall be retitled as a Curatorial Associate in their fourth year of employment.

7. Performance Evaluations:

The revised evaluation form attached as Addendum A shall be substituted for the prior form.

8. Job Descriptions:

The Museum intends to implement the amended job descriptions set forth in Addendum B to this Memorandum of Agreement (for Guest Specialist and Operations Specialist) as soon as practicable after ratification of this Agreement.

9. Consolidated CBA:

The parties agree on the necessity of a consolidated collective bargaining agreement incorporating prior memorandums of agreement and agree to make good faith efforts to reduce such an agreement to writing and execute it no later than October 31, 2023.

10. 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: Mitchell D. Smith

By: Alessandra

By: Morgan

Date: 9/13/, 2023

By: Maria

By: Ken

By: Ren Puan

By: Ziv R. Tal

By: Rebecca Walnut

By: _____

By: _____

Date: August 15, 2023

ADDENDUM A

2110 PERFORMANCE DEVELOPMENT MAP (FOR NON-CURATORIAL AND NON-CONSERVATION TITLES)

Purpose: The goal of this fiscal year is to continue the process of creating opportunities for staff and their direct Leaders/Managers to have regular conversations about their work, skills development, career aspirations, and to discuss ways to continuously connect/link their individual contributions to the mission of the Museum.

Step-by-step Instructions

Fiscal Year Goals

***Instructions:** At the beginning of the fiscal year, the Manager will meet with the employee to communicate the department goals and will discuss one individual goal for the employee related to the department goal(s).*

Skills and Knowledge Development

***Instructions:** Throughout the year the manager will have continuous conversations with the employee about their performance and will provide coaching and feedback. There will be an end of year wrap up conversation where the manager will discuss employee performance related to the below key behaviors. Both manager and employee comments will be recorded.*

Development and Growth

***Instructions:** During the end of year wrap up conversation, the manager will ask the below questions to help to encourage and facilitate a conversation around development and growth. The manager may ask additional questions to help them understand their career aspirations in order to help coach and guide them in the future. The employee will also be encouraged to ask questions or provide any other information they are willing to share about their interests.*

Acknowledgement of Completion: The System will track the completion

MoMA

2110 PERFORMANCE DEVELOPMENT MAP (FOR NON-CURATORIAL AND NON-CONSERVATION TITLES)

Employee Name		Date	
Department		Manager	

Fiscal Year Goals

DEPARTMENT GOALS

INDIVIDUAL GOAL

Skills and Knowledge Development

*See attached for Key Behavior Definitions

Key Behaviors	Employee to come prepared with comments	Managers comments
Demonstration of Museum Values		
Quality of Work		
Teamwork		
Communication		
Initiative		
Respect and Diversity		
Manager & Employee discussion notes		

Development and Growth (questions to consider)

Are you currently encountering any obstacles in your day-to-day responsibilities?

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 types of training or development opportunities would interest you in the future?

Acknowledgement of Completion:

Form Completed on (date): _____

Manager

Employee

HR

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

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

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

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

Respect and Diversity

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

ADDENDUM B

The Museum of Modern Art
Job Description

Title: Guest Specialist
Department: Visitor Engagement and Membership
Type: Local 2110/Grade 3
FLSA Status: Non-Exempt

Position summary:

Creates a highly positive experience for Museum guests that is conducive to repeat visitation, membership conversion, and positive word of mouth for the Museum.

Responsibilities:

- Sells daily and advance Museum admission, film, and program tickets, memberships, and member guest passes. Conducts zip code survey and collects other important visitor information for the Museum's research and marketing initiatives. Processes credit cards and coupons, rings up cash, and issues change.
- Generates proactive membership sales efforts throughout the Museum, contributing to the Museum's membership sales goals.
- Proactively and warmly welcomes guests and assists with visit planning in the lobby and at various locations throughout the Museum. Resolves general complaints from guests and members on site.
- Stays abreast of current and upcoming exhibitions, films, educational programs, and marketing campaigns. Attends the Morning Meeting at the beginning of every shift. Reads and absorbs information in daily notes.
- Validates admission at points of entry to galleries.
- Ensures smooth flow of visitors by proactively guiding visitors to various queues and spaces.
- Helps maintain organization, cleanliness and preparedness with supplies and relevant materials at all posts including ticketing desks, scan podiums and Lab spaces. Keeps Museum information boxes filled with relevant printed information. Ensures signage is properly placed.
- Drafts routine correspondence in response to incoming mail and e-mail from members and visitors. Updates Membership database as necessary including address and name changes.
- Assists with Member events including member exhibition previews, member gallery talks, and other onsite programs. Assists with event RSVPs as needed.
- Reports to management any issues of cleanliness or public safety in public spaces.
- Assists Lobby Managers in organizing and presenting periodic training programs for new staff members. Demonstrates lobby systems to new staff during the initial shadowing period.
- Attends seasonal Membership marketing meetings to learn about upcoming promotions and efforts. Coordinates onsite promotion fulfillment.
- Resolves service escalations from Guest Assistants; alerts Management if necessary.
- Frequently performs the functions of different positions within the Visitor Experience teams, specific to Membership (e.g., Guest Assistant or Specialist), and Retail Stores (Sales Associate), as assigned by management based on business needs.
- Participates and completes all mandatory training.
- Performs any duties reasonably related to the functions described above.

Requirements:

- Bachelor's degree or equivalent.
- Previous experience interacting with the general public and proficiency with languages in addition to English strongly preferred.
- Proficiency with using technology, including mobile devices, Google workspace, point of sale software.
- Exceptional customer service skills, customer service experience, passion for the arts.
- Must be available to work weekends and holiday periods.

Reports to: Manager of Visitor Engagement

July 2023

The Museum of Modern Art Job Description

Title:	Operations Specialist
Department:	Retail - Stores
Type:	Local 2110/Grade 5
FLSA Status:	Non-Exempt

Position summary:

Upholds MoMA's standards and adheres to and applies Museum and Retail policies and procedures; keeps current on what's happening at MoMA to support a positive 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. Maintains the stockroom, assists in sales floor replenishment, inventory accuracy audits, and ensures efficient handling of both incoming receipts and outgoing deliveries. Coordinates with Assistant Store Manager, Operations to strengthen inventory integrity, manage customer sale orders, and manage in store devices and technology.

Additional Responsibilities include:

- Assists in unloading of all shipments and deliveries.
- Receives and processes all merchandise deliveries and inventory transfers.
- Processes store sends, buy online-pickup in store orders, and buy online-ship from store orders.
- Prepares product to be fixture ready (ticket, shrink wrap, etc.)
- Replenishes store fixtures.
- Maintains an efficient and organized stockroom.
- Assists in annual physical and daily/weekly mini inventories.
- Coordinates with ASM Operations on inventory adjustments and min/max numbers to ensure optimal inventory levels.
- Assists managers in periodic training programs for new staff and demonstrates particular functions during the initial shadowing period.
- Assists with management and maintenance of in store devices and technology.
- Makes occasional local deliveries for/to key customers as needed.
- Visits the Museum regularly.
- Attends product, vendor, and customer service training as appropriate.
- Participates in advanced education opportunities as offered.
- Attends staff meetings.
- Performs any other duties reasonably related to the functions described above.

Requirements:

- High school diploma or equivalent and a minimum of one year in retail stockroom/shipping or general retail operations capacity.
- Experience with inventory management and CRM/POS apps and tools.
- Strong verbal, organizational, and communication skills.
- Ability to perform physical tasks as needed.

Reports to: Assistant Store Manager, Operations

July 2023