

COLLECTIVE BARGAINING AGREEMENT

Between

THE NEW MUSEUM

And

LOCAL 2110, UAW

OCTOBER 1, 2019 through June 30, 2024

I.

RECOGNITION

- A. The Museum recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-233642, including all full-time and regular part-time employees employed by the Museum at its facility located at 231 and 235 Bowery, New York, NY, and excluding maintenance department employees, interns (*i.e.*, those receiving academic credit and/or who are unpaid), guards; grant-funded employees whose positions are expected to be no more than one (1) year in duration; and supervisors, managers, and confidential employees as defined in the Act.
- B. The unit excludes temporary employees whose positions are expected to be no more than six (6) months in duration who are so informed at the time of hire, and who are hired for a special project, or pursuant to a grant, or to replace an employee on a leave of absence or vacation, or to fill a job vacancy in the bargaining unit while an active search is being made for a regular replacement. Said six (6) month period may be extended up to six (6) months if the temporary employee is replacing an employee on an approved leave of absence for the length of the approved leave, or by mutual agreement of the parties.
- C. In the event that an employee is hired pursuant to a grant for a period longer than one (1) year, such employee shall be included in the bargaining unit.
- D. The Museum will notify the Union about any temporary or grant-funded employee whose position is expected to be longer than ninety (90) days in duration, including the position being filled, the expected duration of dates that the employee will be present, and if the employee is temporary, the reason for the use of a temporary employee.

II.

UNION SECURITY AND V-CAP

- A. All full-time and regular part-time members of the bargaining unit shall either become members of the Union or pay agency fees to the Union after no later than thirty (30) calendar days from 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. On-call employees (*e.g.*, art handlers, crew members, contract registrars, teaching artists), who have worked a minimum of five (5) days for the Museum in the twelve (12) months or fifteen (15) days in the twenty-four (24) months prior to the execution of the Agreement are required to become members of the Union or pay agency fees to the Union, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued

employment. Newly hired on-call employees are required to become members of the Union or pay agency fees after thirty (30) calendar days from the start of their employment or after they have worked a minimum of five (5) days for the Museum, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.

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.

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.

Upon receipt of a written notice from the Union, the Museum shall promptly deduct from the wages all membership dues (or service charges) 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.

The Museum shall forward those funds to the Union on a monthly basis, with a report listing the names of all employees for whom dues or fees are deducted and 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.

Deductions for on-call employees (*e.g.*, art handlers, crew members, contract registrars, teaching artists) shall be reinstated automatically upon reassignment.

The Museum shall be relieved from making such deductions from any employee upon termination or layoff, transfer to a non-union position, or agreed leave of absence without pay.

The Museum shall provide new hires with an introductory letter signed by the Union per Exhibit A, a copy of the Agreement, and a dues authorization form.

- B. 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.

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.

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.

The Museum agrees to remit said deductions promptly to UAW V-CAP, care of the Union. The Museum further agrees to furnish UAW V-CAP 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.

III.

NOTICE TO THE UNION

Any written notice to the Union shall be sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union, which is currently:

256 West 38th Street
Suite 704
New York, NY 10018.

IV.

INFORMATION TO THE UNION

- A. The Museum shall provide notice to the Union and the Unit Chair of new hires within fourteen (14) calendar days, including, if known to the Museum, name, address, date of hire, job title, department, job salary, home address, home telephone number, work extension, date of birth, gender, ethnicity, job description/posting, and offer letter.
- B. The Museum shall provide notice of terminations, other than layoffs or disciplinary discharges, to the Union and the Unit Chair within fourteen (14) calendar days of occurrence, including name and date of termination.
- C. The Museum shall provide notice to the Union and the Unit Chair of transfers, promotions, and changes in job description within fourteen (14) days of occurrence.
- D. The Museum shall provide notice to the Union and the Unit Chair on a semiannual basis of the number of hours worked by Art Handlers/Crew Members and/or Contract Registrars in the prior six months.

V.

MANAGEMENT RIGHTS

- A. Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the Employer 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 Employer 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 (*e.g.*, 403(b) plan, life insurance, commuter benefit) in which bargaining unit members also participate; and to promulgate any work rules that do not conflict with the express terms of the collective bargaining agreement.

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

- B. The Employer may assign bargaining unit work to employees outside the unit or to contractors if necessary due to skill requirements that are not available among unit members, or where subcontracting is due to license requirements, curatorial changes, artist or other third-party requirements, or other circumstances beyond its control. The Employer will give the Union at least two (2) weeks' notice of such assignments so as to provide an opportunity to discuss the need for such work to be done outside the bargaining unit.
- C. 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.

VI.

UNION RIGHTS

- A. Upon reasonable advance notice, the Museum shall not unreasonably deny union representatives 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 operations of the Museum.
- B. There shall be union-designated bulletin boards in the copy room or by the sixth floor restrooms, in the mezzanine, in a designated area at NEW INC, and in a designated place in any new office spaces of the Museum.

- C. The Museum shall make good faith effort to schedule grievance meetings during the grievant's work hours.
- D. The Unit Chair and two (2) union Delegates shall be released for up to two (2) days once per year to attend Union trainings following at least thirty (30) days' advance notice. They may elect to take such days as unpaid time off or charge such days to their paid time off accruals.
- E. The Museum shall not unreasonably deny requests to schedule bargaining unit meetings on the premises during lunch breaks or after work hours, on dates and locations agreed upon by the Union and the Museum, up to four (4) times per year. The release of Visitor Services and Store staff to attend such meetings shall be subject to the Museum being able to make adequate staffing arrangements in advance.
- F. The Union shall have a right to conduct collective bargaining negotiations with the Museum on Museum premises, on dates and locations agreed upon by the Union and the Museum.

VII.

NON-DISCRIMINATION

Employees shall not be discriminated against on the basis of race, color, religion, creed, national or ethnic origin, gender identity and expression, sex, age, disability, HIV status, marital status, sexual orientation, genetic information, veteran status, citizenship status, political affiliation, union status, or union activities.

VIII.

SEVERABILITY

If any provision of this 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.

IX.

LABOR-MANAGEMENT COMMITTEE

The Union and the Museum agree to establish a joint Labor-Management committee that shall meet quarterly (or more frequently, if necessary) about issues of concern to the parties not pertaining to active grievances, except for Health and Safety issues, which may include discussion of active grievances on this topic. The Museum and the Union shall designate their own representatives to the committee, with the exception that at least one representative from the Museum shall be a member of the executive team.

The Union shall have the right to make an annual presentation to a special subcommittee of the Board of Trustees.

The Museum is an equal opportunity employer and is committed to workplace diversity. Upon request by either party, the Labor-Management Committee shall meet to discuss issues of diversity pertaining to recruitment, hiring, and promotion, to foster career development consistent with the Museum's commitment.

X.

NO STRIKES OR LOCKOUTS

- A. Neither the Union nor any employee shall authorize, encourage, or engage in any strike (whether economic, unfair labor practice, sympathy, or otherwise), slowdown or boycott, work stoppage, or other concerted interference with the operations of the Employer during the term of this Agreement.
- B. 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 twenty-four (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.
- C. The Employer agrees that it will not lock out Employees during the term of this Agreement.

XI.

PERSONNEL FILES

An employee shall have a right to review all material in their Personnel File with reasonable notice to the Finance and Administration office.

All materials in an individual's employment file shall remain confidential and shall not be shared outside of the Museum without the employee's written consent, except if reasonably needed in connection with legal proceedings or other reasonable business needs.

XII.

HEALTH AND SAFETY

- A. The Museum shall provide a safe and healthful work space.
- B. The Museum shall promptly notify the Union and the Unit Chair of any health and safety emergency affecting employees.
- C. The Museum shall provide all required health and safety training and protective equipment to employees at the Museum's expense. The Museum shall provide evacuation instructions to employees.
- D. 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.
- E. Painting and Construction: The Museum shall provide the Union with at least twenty-four (24) hours' advance notice of painting or construction in employees' office areas and designated break rooms. This provision is not intended to require notice of the painting or construction of exhibition spaces.
- F. Ergonomics: Ergonomic considerations shall be a factor in the Museum's selection of furniture and other equipment.

XIII.

GRIEVANCE AND ARBITRATION

Definition of a Grievance: A grievance is any dispute between the parties regarding the interpretation or application 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 presented by either the Union or the Employer. If presented by the Employer, it shall be presented by written notice to the Union, with a copy to the Unit Chair, whereupon the matter shall proceed directly to Step Two of the grievance procedure. If presented by the Union, it shall be presented by written notice to the Employer, whereupon the matter shall proceed directly to Step Two of the grievance procedure.

Procedure:

- A. Step One: The Unit Chair and/or Delegate or a representative of the Union shall present a grievance in writing to the Director of Human Resources or designee within thirty (30) calendar days from when the grievant or the Union knew or should reasonably have known of the grievance. The grievance shall include the provision(s) of the contract

alleged to be violated. The Director of Human Resources or designee shall provide their response in writing to the Union, the Unit Chair, and the grievant within ten (10) business days of receipt of the grievance.

B. Step Two: If the Union is not satisfied with the resolution of the grievance at Step One, the Union may submit a written request for a Step Two meeting to the Director of Human Resources or designee within ten (10) business days of receipt of the response in Step One. The parties will act in good faith to find a mutually agreeable time to discuss the grievance within ten (10) business days of the receipt of the Union's Step Two meeting request. The meeting shall be between the Union representative, the grievant, the Unit Chair and/or Delegate, and the Employer's designated representative(s) for such meeting. The Director of Human Resources or designee shall issue a written response to the grievance within ten (10) business days of the meeting.

1. If the grievance was presented by the Employer to the Union, or by the Union to the Employer, the written request for a Step Two meeting shall be submitted within thirty (30) days of when the grieving party knew or reasonably could have known of the event giving rise to the grievance.

C. Arbitration: If not resolved in Step Two, the Union shall have the right to proceed to arbitration within thirty (30) calendar days of the decision issued in Step Two. The grievance shall be submitted to one (1) member of a panel of three (3) arbitrators, consisting of Daniel Brent, Howard Edelman, and Bonnie Siber Weinstock.

1. Cases shall be rotated in alphabetical order among the members of the panel.

2. The decision of the arbitrator shall be final and binding on both parties.

3. The costs of the arbitration shall be borne equally by both parties.

4. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

5. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

D. Employees shall have a right to union representation at each step of the procedure.

E. Grievances regarding discharge of an employee, denial of vacation or leave to an employee, or health and safety matters may be filed by the Union at Step Two. In such instances, the Union shall include the provision(s) of the contract alleged to be violated in the written request for a Step Two meeting.

F. Any grievance not presented within the time limits at any step of the grievance procedure shall be deemed resolved. If the Employer fails to respond to the grievance within the

time limits at any step of the grievance procedure, the Union shall have the right to proceed to the next step of the procedure. The parties may extend the time limits herein by mutual agreement.

XIV.

DISCIPLINE AND DISCHARGE

Discipline or disciplinary discharge of employees shall be only for just cause.

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.

Any new employee shall serve a probationary period of ninety (90) calendar days. During or at the end of the employee's probationary period, the Employer may discharge any such employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement.

XV.

SENIORITY

- A. An employee shall accrue seniority from the date of their original hire.
- B. Employees shall be eligible to apply for transfer to other Museum positions for which they qualify. Qualified internal applicants shall be given preference before outside applicants, where skill and ability are equal.
- C. Vacancies shall be posted promptly on the shared drive concurrent with or in advance of advertising externally. Job postings shall include job title, compensation 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. Copies of the postings will be emailed to the bargaining unit. Job postings shall specify the bargaining unit status.
- D. Layoff and Recall:
 - 1. In the event of a layoff among employees in Visitor Services or the Store, the least senior employee in their respective department shall be laid off first. Such employees are eligible to elect to fill any vacancy within their respective departments that occurs within twelve (12) months of their layoff. In the event that there are fewer vacancies than eligible laid off employees, preference for election shall be by seniority.

2. In the event of a layoff in other departments of the Museum, where employees' skill and ability are equal, the least senior employee among those in the same affected classification within a department shall be laid off.
3. In the event that the Museum fills a position within twelve (12) months of a layoff, the Museum shall offer the position to the most senior employee laid off from the same department and classification in which the Museum is filling the position.

E. Severance Pay: Any employee who is laid off shall receive severance pay in the following amounts:

Length of Service	Severance Pay Amount
Less than two (2) years of service	Two (2) weeks
Two (2) years of service but less than three (3) years	Three (3) weeks
Three (3) years of service but less than four (4) years	Four (4) weeks
Four (4) years of service but less than five (5) years	Five (5) weeks
Five (5) years of service but less than six (6) years	Six (6) weeks
Six (6) years of service but less than seven (7) years	Eight (8) weeks
Seven (7) or more years	One (1) additional week for each year of service above seven (7)

The calculation of the amount of severance pay owed to an employee who has been recalled and then laid off for a second time shall be based upon years of service following their recall from the initial layoff.

F. Temporary Transfer: In the event that one employee is assuming duties of another employee, due to that employee's absence of three (3) or more weeks, the employee filling in shall receive the greater of a ten percent (10%) pay differential or the minimum pay rate of the higher-paid position for the period they are filling in, starting with the first day they assumed those duties. This pay upgrade shall be applicable only to a temporary transfer.

XVI.

WORK WEEK

- A. A regular work week for a full-time employee shall consist of forty (40) hours per week divided into five (5) working days of eight (8) consecutive hours.
- B. All employees scheduled to work an eight (8) hour day shall be eligible for a one (1) hour meal break, composed of thirty (30) minutes of paid time and thirty (30) minutes of unpaid time.
- C. Regular part-time employees who work a shift of four (4) hours or less are entitled to a paid fifteen (15) minute break. Part-time employees who work a shift of longer than four (4) hours up to a maximum of eight (8) hours are entitled to a forty-five (45) minute paid meal break. Part-time employees who are scheduled to work an extended shift of longer than eight (8) hours are entitled to a forty-five (45) minute paid meal break and one (1) paid twenty (20) minute break.
- D. Work week schedules may vary depending upon the employee's job description, specific projects or Museum-sponsored events, and/or discussion with the employee's supervisor.
- E. Full-time, non-exempt employees shall be compensated at time and a half of their regular rate of pay for work in excess of forty (40) hours in a given week. All holidays and pre-approved vacation designated under this Agreement shall count toward the forty (40) hour threshold.
- F. Overtime: Where practicable, the Museum shall provide reasonable notice in advance of requiring an employee to work overtime. Job postings shall state whether it is anticipated that a position will require substantial overtime.
- G. Compensatory time: Full-time exempt employees have a standard forty (40) hour work week but are expected to work the necessary hours to get their work done. Subject to the approval of their supervisor, they may be granted compensatory time off for efforts above and beyond the call of duty. Employees who have unused compensatory time earned prior to the date of the execution of this Agreement shall be allowed to use such time for up to a maximum of twelve (12) months from the date of the execution of the Agreement.
- H. Part-time, non-exempt employees who work on holidays designated under this Agreement shall be compensated at time-and-a-half of their regular rate of pay for each hour worked.

XVII.

ART HANDLERS/CONTRACT REGISTRARS

- A. The Employer shall first offer art handler or contract registrar work to qualified bargaining unit employees in those positions prior to offering it to employees or contractors outside the bargaining unit (“Preference List”). There shall be separate Preference Lists for Art Handlers and Contract Registrars. Except where there is an appreciable difference in skill and ability, work shall be offered first to employees who have worked at least one thousand (1,000) hours for the Employer prior to offering it to other employees on the Preference List.
- B. The following shall be considered a “Timely Offer” of work: A written offer of installation-related work a minimum of four (4) weeks in advance. The offer shall specify available dates/hours of work. Copies of such offers shall be sent to the Union.
- C. Timely offers must be accepted in writing (in any form, such as email or text message) within five (5) business days of such offer. Withdrawal of a prior acceptance of an offer of installation/deinstallation work less than two (2) weeks before the employee is scheduled to work shall be deemed a “no-show” unless the employee can present proof satisfactory to the employer that withdrawal of the acceptance is due to an unforeseeable occurrence, *e.g.*, illness or family illness, or bereavement. The Employer may elect to modify its offer of work to accommodate an individual’s availability. The Employer shall confirm the Employee’s assignment in writing within five (5) business days after receipt of the Employee’s acceptance.
- D. Employees who decline Timely Offers of installation/deinstallation work more than two (2)¹ times within a twelve (12) month period may be removed from the Preference List, unless such Employee provides proof satisfactory to the Employer that withdrawal of the acceptance is due to an unforeseeable occurrence, *e.g.*, illness, family illness, or bereavement.
- E. If work is offered less than four (4) weeks in advance, employees may decline such work without such rejections counting toward possible removal from the Preference List.
- F. If the Museum needs to amend the work schedule after offers of work have been made and accepted due to circumstances beyond the Museum’s control or due to changes in the planned exhibition (*e.g.*, cancellation or postponement of an exhibition), the Museum shall give notice of such changes as soon as practicable, and if the cancellation of shifts is

¹ It is understood that the Museum’s current exhibition schedule generally includes three (3) installation periods in a twelve (12) month period. Should the number of installations increase due to the expansion project, the Union and the Museum will meet to discuss the impact on employees’ maintaining their position on the Preference List.

with less than two (2) weeks' notice and up to one (1) week before the scheduled work, the employee shall be paid twenty-five percent (25%) of their scheduled hours. If the cancellation of shifts is with less than one (1) week notice, the employee shall be paid fifty percent (50%) of their scheduled hours. If the cancellation or postponement is due to an Act of God such as a fire or weather emergency, act of war or terrorism, or other major security event, no cancellation pay shall be owed. An employee may decline work that has been rescheduled by the Museum without such rejection counting toward possible removal from the Preference List. Employees shall receive at least two (2) weeks' notice of other changes to the work schedule.

- G. The Employer may require overtime during accepted work assignment periods (including but not limited to intervening weekends) as long as it has given notice of the need for overtime promptly after such need arises. The Employer shall offer overtime on a voluntary basis to those working on a particular project before mandating overtime. Non-exempt employees who work more than eight (8) hours in a day or more than forty (40) hours per week shall be compensated at time-and-a-half for all additional hours.

XVIII.

COMPENSATION

A. Full-Time Employees

- 1. As of October 1, 2019, full-time employees will receive the greater of a three percent (3.0%) increase in their prior pay rates or elevation to the minimum salary for their Grade Level as set forth below (a listing of positions and their Grade Levels is attached to this Agreement as Exhibit B).

Grade 1 Minimum Salary: \$46,000

Grade 2 Minimum Salary: \$55,000

Grade 3 Minimum Salary: \$60,000

Grade 4 Minimum Salary: \$68,500

The minimum salary rates set forth above will increase each July 1 during the term of this Agreement by the generally applicable percentage increases set forth below.

- 2. July 1, 2020: Three percent (3.0%) increase
- 3. July 1, 2021: Three percent (3.0%) increase
- 4. July 1, 2022: Three percent (3.0%) increase

5. July 1, 2023: Three-and-a-half percent (3.5%) increase

B. Part-Time Employees

1. Part-time hourly Visitor Services and Bookstore employees:

- i. October 1, 2019: \$18.00
- ii. July 1, 2020: \$18.50
- iii. July 1, 2021: \$19.00
- iv. July 1, 2022: \$19.75
- v. July 1, 2023: \$20.50

vi. Senior Visitor Services Assistants will receive a \$2.00 hourly differential above these rates, and the individual with keyholder responsibilities will be paid a \$1.00 hourly differential.

2. Art Handlers

- i. October 1, 2019: \$30/hour minimum
- ii. July 1, 2020: Three percent (3.0%) increase
- iii. July 1, 2021: Three percent (3.0%) increase
- iv. July 1, 2022: Three percent (3.0%) increase
- v. July 1, 2023: Three-and-a-half percent (3.5%) increase

3. Contract Registrars:

- i. October 1, 2019: \$40/hour minimum
- ii. July 1, 2020: Three percent (3.0%) increase
- iii. July 1, 2021: Three percent (3.0%) increase
- iv. July 1, 2022: Three percent (3.0%) increase
- v. July 1, 2023: Three-and-a-half percent (3.5%) increase

4. The Teaching Artist will receive the generally applicable percentage rate increases during the term of this Agreement, *i.e.*, three percent (3.0%) effective October 1, 2019; three percent (3.0%) effective July 1, 2020; three percent (3.0%) effective July 1, 2021; three percent (3.0%) effective July 1, 2022; and three-and-a-half percent (3.5%) effective July 1, 2023.

C. Annual Payment in Lieu of Benefits:

1. Part-time non-exempt Visitor Services and Bookstore employees who work at least twenty (20) hours per week and who are employed for the full fiscal year and as of the end of that fiscal year will receive a payment of three hundred dollars (\$300) at the end of such year.
2. Art Handlers who have worked for the Employer for at least 1,000 hours and, in a particular fiscal year, have worked at least 200 hours in at least two (2) installations/deinstallations, will receive a payment of one hundred and fifty dollars (\$150) at the end of such fiscal year.

D. Merit Increases: The Employer may grant individual compensation increases in addition to the generally applicable increases set forth above.

E. Exhibition staff (e.g. Preparators and Registrars) who are employed for the full fiscal year and as of the end of that fiscal year shall receive an annual differential payment of \$1250 (one thousand two hundred and fifty dollars) at the end of such year.

XIX.

HEALTH AND WELFARE BENEFITS

A. Health Care

1. Full-time bargaining unit members (those regularly working at least thirty (30) hours per week) are eligible only for an in-network only EPO plan to be provided by the Employer to bargaining unit employees. This plan has the same network, coverage terms (deductibles, co-insurance, full-time, etc.) as the Oxford Liberty EPO plan previously offered, except as noted below.

Notwithstanding the above, those employees who were participants in the Employer-provided PPO plan option as of the ratification date may continue to participate in that plan on the same basis as other New Museum employees. Employees who were in the PPO and switch to the EPO plan may not switch back to the PPO, and no additional bargaining unit employees (current or new hires) may participate in plans other than the EPO plan for the bargaining unit.

As of October 1, 2019, the total monthly premiums for the EPO plan (subject to change each July 1) are currently estimated to be:

- Individual: \$498.87
- Parent + Child(ren): \$873.02
- Couple/Double: \$1,047.63

- Family: \$1,521.55

As of October 1, 2019, the prescription drug co-payments are: \$5/\$15/\$35.

2. Employee premium contribution structure:

- a. For Grade 1 employees, the Employer will pay 95% of the total monthly premium for individual coverage (*i.e.*, the employee pays 5%).
- b. For Grade 2 employees, the Employer will pay 90% of the total monthly premium for individual coverage (*i.e.*, the employee pays 10%).
- c. For employees in Grades 3 and 4, the Employer will pay 80% of the total monthly premium for individual coverage (*i.e.*, the employee pays 20%).
- d. If an employee (in any Grade) elects dependent/family coverage, the Employer will contribute the same dollar amount as it does for individual coverage (*i.e.*, the employee pays the full incremental cost of dependent/family coverage).

- B. Vision and Dental: Bargaining unit employees may participate in vision and dental benefits on the same basis as employees outside the bargaining unit, as the terms of those plans may change from time to time.

XX.

STAFF MANUAL

- A. The following provisions of the Employer's Staff Manual shall be applicable to members of the bargaining unit, except where this Agreement specifies otherwise:

Welcome from the Director
About the Museum
Mission
History
About This Handbook
Your Guide To Conduct
Nondiscrimination and Equal Employment Opportunity
Harassment Free Workplace
Inappropriate Workplace Behavior
Confidentiality
Ethics & Conflicts Of Interest
Information Systems, Email, and Digital Security
Whistleblower Policy
Your Employment With The Museum

Employment Processing
Your Supervisor
Introductory Period
Categories of Staff
Pay Periods and Pay Policies
Timesheets
Overtime
Compensatory Time for Exempt Staff
Staff Sign-In
Regular Attendance
Office Security
Office Visitors
Work Performance and Evaluations
Associated Work
Outside Work
Personnel Records
Hiring Practices, Transfers, and Promotions
References
Safety, Accidents, and Reporting Accidents
Package Pass
Registrar's Release/Receipt
Messenger/Fedex Delivery Services
Equipment
Public Statements
Copyrights and Patents
Disciplinary Action
Resignation
Termination
Museum Employee Benefits
Vacation Leave
Sick Leave
Requesting Vacation, Comp-Time, Personal, Or Sick Leave
Dental Insurance
Extended Health Care Coverage
The Difference Card
State Disability Insurance
Unemployment Insurance
Workers' Compensation Insurance
Social Security and Medicare
Leaves of Absence
Conclusion & Receipt

- B. Bargaining unit members may participate in the optional benefit plans set forth in the Staff Manual as of October 1, 2019, on the same basis as employees outside the bargaining unit, as those plan terms may change from time to time.

XXI.

VACATION, HOLIDAYS, AND OTHER LEAVES OF ABSENCE

A. Vacation/Personal Leave (full-time employees)

1. All eligible employees accrue vacation/personal time (there will no longer be a separate accrual of personal days) from their date of hire, but may not use the time until they have successfully completed their ninety (90) day probationary period. Vacation/personal leave is accrued on a monthly basis in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation/Personal Leave Accrual</u>
Date of hire to end of 2nd year	15 days per year
Beginning of 3rd to end of 5th year	20 days per year
Beginning of 6th year of service	25 days per year

2. Vacation days are accrued monthly, beginning on July 1st, the start of the Museum's fiscal year. The Finance and Administration Department provides employees with a record of accrued vacation leave at the end of each fiscal year (June 30).
3. Employees are allowed to carry forward a maximum of ten (10) days unused vacation/personal leave into the next fiscal year. Upon termination or resignation, an employee will be paid for their accrued, unused vacation/personal days to a maximum of twelve (12) days. In the event of termination for cause or resignation without the required notice, a staff member will not be paid for any accrued vacation/personal days.
4. If there has been a break of six (6) months or more in employment with the Museum, vacation/personal leave accrual is reset at the date of re-hire. An employee who has taken an approved leave of absence during the year will have his or her vacation/personal leave benefits pro-rated according to the amount of time working during the fiscal year.

B. Holidays:

The following are paid holidays for all full-time employees. Non-exempt full-time employees who are scheduled and required to work will receive two times their hourly wage for working on the following holidays. Non-exempt part-time employees who are scheduled and required to work will receive time-and-a-half for work on the following holidays. Staff offices are closed on these days:

New Year's Day
Martin Luther King Jr.'s Birthday

President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

- C. Full-time employees are eligible for five (5) weeks of parental leave, according to the terms set forth in the Staff Manual.
- D. Bereavement Leave: In the event that you should experience a death in your immediate family, all full-time employees who have successfully completed three (3) months of continuous service may take up to three (3) consecutive days off with pay to arrange for and attend the funeral. Immediate family includes an employee's spouse, child, parents, siblings, grandparents and domestic partner.

XXII.

SICK LEAVE

- A. Full-time employees have an allowance of eight (8) working days or sixty-four (64) hours of Sick Leave within a fiscal year. Part-time exempt staff shall be provided a similar allowance on a pro-rated basis. Part-time non-exempt staff who work more than eighty (80) hours in a fiscal year shall be provided an allowance of up to five (5) days or forty (40) hours of Sick Leave within a fiscal year.
- B. Other applicable terms are as set forth in the Staff Manual.

XXIII.

TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2019 and shall continue in full force and effect through June 30, 2024.

This Agreement is subject to ratification by the bargaining unit.

THE NEW MUSEUM

LOCAL 2110, UAW

By: _____

By: _____

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[Handwritten signatures]
Lily Bottle
Alicia Bramjan

Date: October 30, 2019

Date: Oct. 24, 2019



Date:

Dear Colleague,

Welcome to the New Museum Union!

The staff of the Museum are part of the New Museum Union of Local 2110 UAW. Your position is included in our bargaining unit and you are therefore covered by our collective bargaining agreement.

In January 2019, New Museum employees voted to unionize, spurred by our commitment to the Museum and our desire to make it a more equitable place to work. Your coworkers have worked hard to secure the provisions in this contract, including minimum pay grades and rates, improved health benefits for full-time workers and healthcare stipends for part-time workers, a grievance procedure for addressing any issues that arise, and important workplace rights for employees.

For more information about our union contract and membership, please reach out to any one of us below or email NewMuU@2110uaw.org:

Frankie Altamura, Curatorial Assistant

Lily Bartle, Editor

Gabe Gordon, Assistant Producer, Ideas City

Jon Huron, Art Handler

Dana Kopel, Senior Editor and Publications Coordinator

Liz Mahan, Visitor Services Assistant

EXHIBIT B—GRADE LEVELS

Grade 1

Store Web and Mail Order Associate
Development Assistant
Development Associate
Individual Giving Associate
Individual Giving and Membership Associate
Administrative and Accounting Assistant
IdeasCity Production Assistant
Membership Desk Assistant
Press Associate
Social Media Associate
Marketing Associate
Education Associate
NEW INC Administrative Coordinator
Staff Accountant
Assistant Producer, IdeasCity
Assistant Buyer
Editor
Curatorial Assistant
Curatorial Associate
Curatorial Assistant, Education and Public Engagement

Grade 2

Manager of Youth, School and Community Programs
Manager of Gallery Interpretation and Access Programs
Digital Content Manager
Manager of Public Programs and Academic Outreach
Marcia Tucker Senior Research Fellow
Development Events Manager
Membership Manager
Assistant Curator
Assistant Curator, Education
NEW INC Senior Programs Manager
IdeasCity Producer
Production Manager
Digital Manager
NEW INC Communications Manager
Press and Social Media Manager

Grade 3

Archivist
Associate Curator, Education and Public Engagement

Preparator
Production Preparator
Audio Visual Preparator
Registrar
Senior Editor & Publications Coordinator
Senior Graphic Designer

Grade 4

Associate Curator
Grants and Corporate Sponsorship Manager
Head of Programs, NEW INC
Head of Research and Technology, NEW INC
Senior Production Manager
Database Administrator