

LOCAL 2110, UAW (“the Union”) and STUDIO IN A SCHOOL NYC, LLC (“Studio NYC”) enter into the following Agreement:

1. **Recognition:** STUDIO NYC recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 01-RC-272585 including all full-time and regular part-time teaching artists and administrative employees employed by the employer and excluding all bookkeepers, controllers, marketing and communication managers, confidential employees, guards, supervisors, temporary workers, and managers with the meaning of the Act. Temporary Workers shall be defined as those who are so informed at their time of hire and who are employed as administrative staff for a period of ninety days or less while an active search is being made to fill a vacancy, or for a special project (e.g., gala). The period in which an employee is considered temporary may be extended for an additional ninety days, which agreement will not be unreasonably denied.

2. **Effective Dates:** If the Union gives Studio NYC an executed copy of this agreement on or before March 15, 2022, this Agreement will be effective as of March 1, 2022. If the Union fails to provide such document on or before March 15, 2022, this Agreement will be effective as of the date on which the Union executes and returns the Agreement to Studio NYC. In any case, the agreement will be effective through and until the last day of February, 2025.

3. **Wages:**

a. Administrative Staff

- i. Year one: Minimum \$50,000 for full time staff or 4% above current salary, whichever is greater.
- ii. Effective 9/1/22, 3% raise.
- iii. Effective 9/1/23, 3% raise.
- iv. Minimums will stay the same throughout the contract term.
- v. A year one retroactivity bonus will be paid to active employees for the difference between what they were paid in the two months prior to execution of the Agreement and what they would have been paid for the same period under (1.a.i) above.

*Examples: in the two months prior to execution, Employee worked 200 hours. Upon execution, the employee will receive a \$5/hour raise. The employee will receive a \$1,000 payment.*

- vi. The first year raise to commence on March 1, 2022, if the Union executes this contract on or before March 15, 2022. If the Union does not execute the contract by March 15, 2022, raises will commence on the date of execution without retroactive effect other than the bonus that is described in paragraph 1.a.v.

- b. Teaching Artists – Teaching Rates
  - i. Year one: \$48.00 an hour for Teaching Artists with up to 3 years of service to STUDIO NYC; \$50.00 an hour for 3-5 years of service; \$55.00 an hour for 5+ years of service or a 4% raise over the artist’s current hourly rate, if it is above the new \$55 hourly minimum. As of the effective date of this Agreement as described in paragraph 1, all employees will receive the rate for their seniority level or 4%, whichever is greater. All seniority levels are as of the effective date of this agreement, as described in paragraph 1.
  - ii. Effective 9/1/22, 3% raise.
  - iii. Effective 9/1/23, 3% raise.
  - iv. Minimums will stay the same throughout the contract term.
    - a. A year one retroactivity bonus will be paid to active employees for the difference between what they were paid in the two months prior to execution of the Agreement and what they would have been paid for the same period under (1.b.i) above.

*Example: in the two months prior to execution, Employee worked 200 hours. Upon execution, the employee will receive a \$5/hour raise. The employee will receive a \$1,000 payment.*

v. The first year raise to commence on March 1, 2022, if the Union executes this contract on or before March 15, 2022. If the Union does not execute the contract by March 15, 2022, raises will commence on the date of execution without retroactive effect other than the bonus that is described in paragraph 1.b.v.

c. Teaching Artists – Training Rates

i. Year one, two and three: \$30.00 per hour for all Artists.

The annual increases do not apply to training rates.

d. Gala Work: All hours outside of the Teaching Artist’s regular schedule will be compensated at the Teaching Artist’s normal hourly teaching rate.

e. Nothing in this Agreement shall prevent STUDIO NYC from granting additional increases to employees.

4. **Health Care:**

a. Artist Instructors must work 600 hours during a measurement period defined in the annual STUDIO NYC Open Enrollment Policies.

b. STUDIO NYC will pay at least 75% of the qualifying Artists’ individual health, dental and vision premiums.

5. **Retirement:**

a. In order to receive an employer contribution in the following calendar year to an Artist’s STUDIO NYC 403b retirement

plan equivalent to 5% of the Artist Instructor's annual wages in the current calendar year, an Artist Instructor must have worked at least 600 hours from January 1 through December 31 in the current calendar year and must have worked for STUDIO NYC at least 10 years.

- b. STUDIO NYC will implement employee 403b plans as "Opt out" rather than "Opt in".
- c. STUDIO NYC will provide information to all employees about benefits opportunities at the annual Open Enrollment meetings that take place in December of each year.

6. **Transportation:** STUDIO NYC will compensate Artists an extra \$20 per day for schools requiring 1.5+ hours of travel and/or that fall into the following criteria: Subway to a bus; LIRR/express bus; walk of more than 10 blocks after the subway/bus.

- Travel Stipends: Should be paid by end of February and end of June.
- All reimbursements should be processed within 30 days of submission.

7. **Professional Development:** Administrative Staff will receive up to \$500 per person annually for job/career-related professional development. Requests must be approved in advance by Management but shall not be unreasonably denied.

8. **Timekeeping system and Commuter Benefits:** A

labor/management subcommittee will discuss improving these systems.

9. **Union Security:**

- a. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar 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.
- b. 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.
- c. The Union agrees that it will indemnify and hold STUDIO NYC harmless from any recovery of damages sustained by reason of any action taken under this Article
- d. Upon receipt of a written notice from the Union, STUDIO NYC 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. STUDIO NYC will notify the Union

promptly of any revocation of such authorization received by it.

- e. STUDIO NYC 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.
- f. STUDIO NYC shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated. For clarity, deductions stop when paychecks stop.
- g. STUDIO NYC shall provide new hires with an introductory letter signed by the Union per Exhibit A, a Union membership form, and a copy of the Agreement. A Union representative shall be entitled to hold a thirty (30) minute union orientation meeting with a new administrative employee during work hours within ten (10) business days of notice of their hire. The newly hired employee (only) will be paid for time spent in this meeting.

10. **Notices:**

- a. Notices to the Union shall be in writing and sent electronically to [local2110@2110uaw.org](mailto:local2110@2110uaw.org).
- b. Notices to STUDIO NYC shall be in writing and sent electronically to:
- c. Alison Scott-Williams - [ascottwilliams@studioinaschool.org](mailto:ascottwilliams@studioinaschool.org)
  - Greg Pierson - [gpierson@studioinaschool.org](mailto:gpierson@studioinaschool.org)
  - Lin Wang - [lwang@studioinaschool.org](mailto:lwang@studioinaschool.org)
  - [Jane Jacobs - jbjacobs@kleinzelman.com](mailto:jjacobs@kleinzelman.com)

Receipt by any one of the four recipients who continue to be associated with STUDIO NYC is acceptable.

11. **Information to the Union:**

- a. STUDIO NYC shall provide to the Union and the Unit Chair on a quarterly basis a listing of all bargaining unit employees including name, email address (STUDIO NYC and personal), date of hire, job title, job classification, division, department, salary, schedule, home address, home telephone number, work extension, work location, date of birth, gender, race/ethnicity/nationality, and job description.
- b. STUDIO NYC shall provide notice to the Union and the Unit Chair of resignations, transfers, promotions, relocation, merit increases, reclassifications, title changes, reporting



relationships, and changes in job description within Thirty (30) calendar days of occurrence.

- c. STUDIO NYC shall provide no less than thirty (30) days advance notice to the Union and the Unit Chair of any reasonably foreseeable reorganization or technological change that will result in a reduction of positions, the creation of new positions, changes in the reporting structure, or new job descriptions for existing employees. Such notice shall include names of affected employees, title and department of affected employees and/or new position(s), projected date of change, and reason(s) for change. STUDIO NYC reserves the right to change the size of its workforce due to fluctuations in its contracts and its clients' budgets, which would not trigger this provision.

12. **Union Rights:**

- a. Union representatives shall have reasonable access to the STUDIO NYC premises at the STUDIO NYC main office with prior written notice for a mutually agreed upon date and time, for the purpose of conferring with its delegates and/or employees covered by this Agreement. Such visits shall not interfere with STUDIO NYC operations. Any meeting at the STUDIO NYC main office must follow STUDIO NYC health

and safety guidelines. No union meetings are allowed at any STUDIO NYC partner school/CBO sites.

- b. The parties recognize that COVID has presented unique safety challenges, and there will be no mass union meetings (more than 10 people) at the STUDIO NYC main office until COVID restrictions are lifted. All meeting participants must be vaccinated and agree to wear a mask and follow all health and safety guidelines, and it must be possible to space participants six feet apart.
- c. There shall be a Unit Chair and up to two (2) union delegates. Any administrative staff member who serves in one of these positions shall be released to handle grievances without loss of pay, up to one hour per week. The meetings should take place when artist(s) are not teaching and are on the artists' own time.
- d. Studio will not unreasonably deny use of the STUDIO NYC main office for an occasional membership meeting (up to four meetings per year maximum) and will not unreasonably deny administrative staff time off to attend the meeting. The schedule for such meetings must be approved by STUDIO NYC and will be in accordance with all meeting protocols, including Covid protocols. An administrative staff member

who can lock up and secure the office must also attend if the meeting is after business hours.

- e. One member of the unit each year shall have a right to take an unpaid leave of absence for up to twelve (12) months for Union business, without loss of seniority. STUDIO NYC shall not unreasonably deny requests for extension of an unpaid leave of absence for Union business beyond twelve (12) months. It is expressly understood that all provisions and requirements of any benefit plan in which the employee participated and wishes to again participate are beyond STUDIO NYC's control
- f. The Union can use the copier at 75 WEA for reasonably sized copying jobs, and with prior permission from a Program Director. Artists are not allowed to use equipment, including copiers, projectors etc., at STUDIO NYC's partner schools/CBOs.

13. **Maintenance of Benefits:**

- a. All benefits to employees covered under this Agreement which are set forth in written policy heretofore existing, shall be continued unless discontinued or modified by terms of this Agreement or other written agreements between the parties.

- b. Any prior benefit not the subject of a written policy shall be treated as written if such prior practice has been:
- A consistent and ascertainable course of conduct
  - Applying to all employees
  - Engaged in for at least two years
  - Which does not vary the express, written terms of this Agreement
  - Which is in respect to a given set of specific circumstances and conditions.

14. **Non-Discrimination:** Employees shall not be discriminated against race, color, religion, sex, age, marital status, partnership status, familial status, national origin, alienage or citizenship, sexual orientation, gender identity, ancestry, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information, veteran status, uniformed member status, domestic violence victim status, unemployed status, credit history, certain criminal arrestor conviction records to the extent permitted by the NYC Department of Education or any other status protected by state or local laws.

15. **Workplace Diversity:**

- a. STUDIO NYC is committed to workplace inclusion, diversity, equity and access (IDEA). STUDIO NYC shall make good faith efforts in the areas of recruitment, hiring, training,

retention and promotion to foster career development of bargaining unit employees consistent with this commitment.

- b. STUDIO NYC shall pay bargaining unit members who participate in STUDIO NYC-sponsored IDEA-related events, training, committees or preparation work related to these. Artists will be paid at their training rate. Hourly Admin employees will be paid at their hourly rate. Salaried admin employees will take training during their regular workday.
- c. Job postings shall state that STUDIO NYC is committed to workplace diversity, equity, inclusion and access.

16. **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.

17. **Subcontracting**: There shall be no subcontracting that will result in the reduction of bargaining unit positions beyond normal fluctuations that occur from year to year.

18. **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.

19. **Labor-Management Committee**:

- a. The Union and STUDIO NYC agree to establish a joint Labor-Management committee that shall meet quarterly (or more

frequently, if necessary) about issues of concern to the parties. The management representatives on the committee shall include at least one member of STUDIO NYC's executive team. The Union shall designate its own representatives to the committee which may include a staff representative from Local 2110. The Union will be responsible for initiating each quarterly meeting.

- b. The Union shall have the right, upon request, to meet with STUDIO NYC's President.

20. **Personnel Files:**

- a. An employee shall have a right to review their Personnel File at the STUDIO NYC main office at a mutually agreeable time with a seventy-two (72) hour notice to the Human Resources Department. Employees will not be allowed to keep a copy of their personnel file.
- b. Warning letters shall be removed from an employee's file after two years.
- c. All materials in an individual's employment file shall be considered confidential and only authorized representatives or agents of STUDIO NYC will have access to an employee's file. Confidential health/medical records will be kept separately from an employee's personnel file.

21. **Health and Safety and Workplace Conditions:**

- a. STUDIO NYC shall provide a safe and healthful workspace. It is understood that the pandemic has posed unique issues at all locations, and that STUDIO NYC does not control the work space to which teachers are assigned.
- b. Health and Safety Committee: The Union and STUDIO NYC agree to establish a joint Health and Safety committee composed of at least two (2) 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. The committee shall work to identify health and safety problems and recommend solutions, discuss health and safety procedures and training for employees.
- c. The committee shall be promptly notified of any urgent health and safety situation known to STUDIO NYC affecting employees.
- d. When in receipt of a written request from an employee, STUDIO NYC shall send copies of all test results or other clearance notifications to the Union and the Health and Safety committee members within forty-eight (48) hours after receipt by STUDIO NYC.
- e. STUDIO NYC will provide training for artists and admin staff at the STUDIO NYC main office for situations that apply to

work places generally. STUDIO NYC is also reminding principals at planning meetings to go over protocols with artists. The parties recognize that many trainings are unique to the specific school/CBO and cannot be provided by STUDIO NYC.

- f. STUDIO NYC shall provide appropriate and safe equipment for employees' usage.
- g. Injury Forms: STUDIO NYC shall make C-2 workers compensation forms concerning unit members available to the Union upon receipt of a written or emailed request from the employee asking that such forms be given to the Union.
- h. Asbestos Removal, Painting and Construction: When known, STUDIO NYC shall provide affected employees and the Union with at least twenty-four (24) hours advance notice of asbestos removal, or construction done in employees' work areas within the STUDIO NYC main office, except in cases when the landlord gives less than 24 hours notice.
- i. Ergonomics: Ergonomic considerations shall be a factor in STUDIO NYC's selection of furniture and other equipment at 75 West End Avenue offices. Furniture at partner schools/CBOs is out of STUDIO NYC's control, but STUDIO NYC will make best efforts.



- j. STUDIO NYC will designate an individual in management to whom employees may report unsafe situations at the STUDIO NYC main office, e.g., violations of covid protocols. STUDIO NYC will make reasonable efforts to investigate and if required, correct the situation. STUDIO NYC will notify employees about the designated individual. If at a school/CBO: Artist should talk with their classroom teacher and also report to their Program Director. If at the 75 WEA office, Employees should speak to their direct supervisor or the Director of HR. Employees can also type it into a confidential Google Form. All unresolved concerns/situations can be reported to the Health and Safety Committee.

22. **Grievance and Arbitration:** A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement.

**Procedure:**

- a. First Step: Both parties have the right to file a grievance against the other. When a grievance is filed by the Union, the grievant, with a representative of the Union shall initially discuss a grievance with the employee's supervisor. This step will be skipped if the grievance is initiated by STUDIO NYC.

- b. Second Step: If a Union grievance is not resolved at Step One, the Union may file a written grievance with the President of Studio NYC or their designee within 10 business days from date of the event giving rise to the grievance.
- c. A meeting shall be held between the parties within ten (10) business days of the receipt of said written grievance in order to discuss the grievance. The non-initiating party shall issue a written response to the grievance within ten (10) business days after the meeting. If no response is received, the grievance will be deemed denied.
- d. Arbitration: If not resolved in Step Two, the parties shall have a right to submit the grievance to arbitration within 15 business days of the written step two response. This period will begin upon receipt of the written decision issued in Step Two or the passage of 15 business days following the Step 2 meeting. The grievance will be deemed submitted to arbitration upon written notice to the appropriate arbitrator and the other party.
- e. The grievance shall be submitted to one member of a panel of no fewer than three (3) arbitrators to be mutually agreed upon by STUDIO NYC and the Union, who will be designated to serve for the duration of this Agreement. If at any time there are fewer than three mutually agreed upon arbitrators,

the parties will obtain lists from the American Arbitration Association. The parties have agreed to designate Howard C. Edelman, Richard Adelman and Homer LaRue.

- f. Cases will be assigned to arbitrators on this list in alphabetical order. In any case where a grievance is directed to an arbitrator, the next case will go to the next arbitrator in order, regardless of whether the first grievance was arbitrated to a decision.
- g. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.
- h. No stenographic record of an arbitration hearing shall be made except on the prior agreement of both parties.
- i. Grievances concerning the termination of an employee, health and safety matters, or grievances that concern employees from more than one department or program may be filed by the Union at Step Two of the procedure.
- j. All time limits are of the essence and to be strictly construed except for good cause. Time limits can be extended by written agreement of the parties.
- k. Employees shall have a right to Union representation at each step of the grievance procedure.
- l. No individual worker may initiate any arbitration proceeding

or move to confirm or vacate an arbitration award.

23. **Discipline or Discharge:**

- a. No employee shall be disciplined or discharged without just cause.
- b. STUDIO NYC shall notify the Union, the Unit Chair and the affected employee(s) in writing within forty-eight (48) hours of a discharge, and seventy-two (72) hours of any other disciplinary action with the reason for the discharge or disciplinary action
- c. If an artist is arrested or deemed by the NYC DOE ineligible to teach, STUDIO NYC will remove the artist from the classroom until the issue is resolved and the NYC DOE approves them to return to the classroom.
- d. If an Artist is removed from a school/CBO by the school/CBO administration, STUDIO NYC is not obligated to pay the Artist for the remaining residency hours or place the artist at another location. If an artist is removed by the School/CBO administration without just cause in STUDIO NYC' sole opinion, STUDIO NYC will make best efforts to

place the artist in another residency provided there is a vacancy for which the artist is qualified.

24. **Seniority:**

- a. An employee shall accrue seniority from the date of their original hire, however, the parties recognize that if there is a lapse of service, benefit plans may or may not recognize an original hire date and that this is beyond the control of STUDIO NYC.
- b. Artist Assignments for Existing (or incumbent) Artists:  
Existing or incumbent Artists shall be assigned or reassigned to schools/CBOs on a good faith basis, taking into consideration the following factors: employer preference, School/CBO preference, employee preference, and qualifications. Where all other factors are equal, seniority will be considered. Artists must accept or turn down assignment offers within 2 business days of the offer (extensions may be granted at the discretion of the program director).
- c. Studio will solicit artist availability on a semester basis.
- d. Administrative Employees: Administrative staff shall be entitled to interview for other STUDIO NYC positions for which they qualify. Qualified internal applicants shall be selected before outside applicants. “Qualified” means that

the staff member is expected to be able to do the job independently within two months.

- e. Additional artist appointments: Whenever possible, STUDIO NYC shall first offer additional appointments to qualified current employees before hiring additional artists as an additional position. No Teaching Artist has the right to leave one assignment for another.
- f. Leaves of Absence: Leaves of Absence: Artists who have been with STUDIO NYC for at least 5 years are allowed to take a leave of absence for up to 12 months and retain their place on the roster. After a year, the artist is removed from the roster, will lose any accrued seniority, and is no longer an employee of STUDIO NYC. STUDIO NYC reserves the right to not rehire an artist after a LOA expires and the former employee is removed from the roster/loses seniority and employee status. Medical/PFL/Disab etc. leave does not count as a leave of absence. Administrative staff are not permitted to take a leave of absence except for medical/PFL/disability/military service, etc. leave.
- g. Probationary Period for Artist new hires: 1 year probationary period for new artists, during which time Studio can terminate their employment for any reason without recourse to the grievance arbitration procedure. STUDIO NYC must

inform the artist and the union in writing if they terminate while on probation.

h. Layoff:

Layoff of Administrative Staff:

- i. In the event of a layoff among administrative staff, seniority will be considered if all other factors are equal. In the event that a laid off employee is qualified to fill a vacant position at STUDIO NYC, the laid off employee will be considered before any other applicant. In the event two or more laid off employees are qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified, laid off employees.
- ii. Seniority and recall rights will continue for one-year after layoff.
- iii. If STUDIO NYC needs to fill the position of a laid off employee at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position. If another administrative position becomes available, the qualified laid off employee(s) will be considered.
- iv. Any employee who is laid off and who is not recalled or offered another position within six (6) months shall

receive severance pay in the amount of one (1) week per year of service. No employee shall receive less than two (2) weeks of severance pay.

- v. Any employee who is laid off shall be paid out for their accrued, unused vacation time.

#### Layoff of Teaching Artists

- i. If a teaching artist is laid off, Studio will place the artist in another program for which they qualify if a position is available. In the event that no alternative position is available at the time of layoff, Studio will maintain the seniority of the laid off artist on a recall list for 12 months. Summer break is not considered a layoff.

#### 25. **Miscellaneous:**

- a. Artists must be fingerprinted by the NYC Department of Education (paid for by the Artists) prior to teaching at STUDIO NYC. Fingerprinting of new hires must be completed prior to their initial STUDIO NYC PD training.
- b. If an Artist becomes ineligible to teach in the DOE, STUDIO NYC is not obligated to pay the Artist for missed residency dates.
- c. Artists may not accept work directly from a STUDIO NYC partner school/CBO without first getting permission from



STUDIO NYC, which will not be withheld unreasonably.

- d. If a SIAS employee accepts a position directly from the Department of Education, SIAS will not re-hire that employee until 366 days after that employee ceases work for the Department of Education, unless the Department of Education approves in writing the employee's return to SIAS at an earlier time.
- e. Teaching Assignments: STUDIO NYC will notify Artists of available jobs as follows:
  - i. With respect to jobs for which there is no incumbent, and excluding substitute assignments, STUDIO NYC agrees to notify all current Teaching Artists of available openings by email sent once a week, which email will specify as to each opening: the job; location; days of the week; duration; grade level; and who to contact to be considered for the job. Teaching Artists will have 48 hours in which to respond to the listed Program Staff with respect to a specific job. STUDIO NYC reserves the right to send out individual emails for jobs when the need is too urgent to wait for the weekly email or the job must be filled in less than 48 hours.
  - ii. If no qualified Teaching Artist expresses interest in the job in a timely manner, STUDIO NYC can reach out to

Teaching Artists to fill the job, as it does now.

- f. STUDIO NYC expects artists to be available for all of the dates of a program once they accept the assignment. If after accepting an assignment, an Artist has a personal conflict for more than the following number of teaching dates, STUDIO NYC has the right to remove an artist from the assignment: One week for a six-week residency; two weeks for a 14-week residency; three weeks for programs 26 weeks or longer. STUDIO NYC management will select and hire substitutes. Notwithstanding this, nothing shall prevent the Artist and STUDIO NYC from mutually agreeing upon alternate dates.
- g. Artists who have advised STUDIO NYC of their availability for potential work will keep STUDIO NYC informed if their availability changes
- h. Artists who taught at a particular school/CBO in the previous school year would have the right of first refusal to return to that school/CBO in the new school year.
- i. The parties recognize and understand that Teaching Artists are assigned by the Organization to work at schools/CBOs that the Organization does not control and that the services of the Organization are provided at the pleasure of those schools/CBOs. The parties further recognize that

school/CBO management may make decisions which affect a Teaching Artist's employment, including whether a Teaching Artist may teach at a particular school/CBO, continue teaching at a particular school/CBO, the number of hours offered, the schedule for any program, and the scope of any assignment. In all circumstances, the school's/CBO's decision is controlling and not subject to the terms of this Agreement or the grievance procedure.

- j. Nothing contained in this Agreement shall prohibit the Organization from disciplining or discharging a Teaching Artist who loses an assignment, or any part thereof, as a result of a decision by school/CBO management.
- k. Hybrid Work Schedules: STUDIO NYC will assign hybrid work schedules to employees at its sole discretion.

26. **Management Rights Clause**: Except as limited by the terms of this Agreement, the Organization shall have the exclusive right to:

- establish rules, including safety rules;
- require employees to abide by rules and standards established by the DOE, by schools and by CBOs;
- direct Teaching Artists in the performance of their work;
- hire, promote, transfer, assign and retain Teaching Artists;
- suspend, discharge for just cause or take other disciplinary action against Teaching Artists;

- determine the number of programs to which it will provide Artists and increase or decrease both such programs and the number of Artists it employs to those programs;
- assign Artists to schools/CBOs;
- release Teaching Artists from their duties due to a lack of work, including a reduction due to a decision by STUDIO NYC to curtail its programs or due to programming changes and other factors;
- reduce working hours or close any program or location;
- relocate its operations;
- determine programming, classes, class size, and whether to cancel classes;
- determine class schedules and assignments and renewals of assignments;
- change programming including the types of classes offered;
- institute or discontinue the kinds of classes offered, and hire and layoff staff according to the Organization's program changes;
- and determine the methods, means and personnel by which such operations are to be conducted.

27. **Complete Agreement:** This constitutes the entire agreement between the parties, which may not be modified except by writing signed by the parties. Any proposals made by either party and not included in this Agreement are hereby withdrawn.

28. **No Strikes/Lockout:** During the term of this Agreement and any mutually agreed on extensions, employees will not take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of work. STUDIO NYC agrees that it will not lock out unit members during the life of the Agreement or any extensions thereto.



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UAW Local 2110

By: Marka Rosensh  
(Print Name)

Date: 3/15/22



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Studio NYC

By: Alison Soett-Williams  
(Print Name)

Date: March 15, 2022

**Exhibit A – New Hire Letter Template (see “Union Security, paragraph g)**

SUBJECT: Welcome to our Union!

Dear Colleague,

Welcome! We are very pleased that you have accepted a position that is part of our union of teaching artists and administrative staff — SIAS Union of Local 2110 UAW.

Your position is covered by our union contract which you can read here [add link]. To sign up as a member of our union and authorize dues, click on the link here [add link]. Please note that the contribution of dues or agency fees are a condition of employment under our contract.

We look forward to working with you in the future. Please don't hesitate to reach out if you have questions or concerns about the union contract or our union.

Yours truly,

List Unit Chair and Delegates

List Local 2110 Representative