

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made between The Tenement Museum (“Museum” or “Employer”) and Local 2110 UAW (“Local 2110” or “Union”). The collective bargaining agreement (“CBA”) between the parties shall be extended to and including December 31, 2027, except as modified below.

1. Compensation.

a. Pay Increases:

- i. Effective January 1, 2024, employees will receive the greater of the minimum pay rate for their position or an increase of five percent (5.0%) to their pay rate as of December 31, 2023. Minimum rates with special adjustments are listed in paragraph 1.b, below.
- ii. Effective January 1, 2025, employees will receive the greater of the minimum pay rate for their position or an increase of three percent (3.0%) to their pay rate as of December 31, 2024 or (for hourly Retail and Visitor Services positions) an increase of 75 cents/hour.
- iii. Effective January 1, 2026, employees will receive the greater of the minimum pay rate for their position or an increase of three percent (3.0%) to their pay rate as of December 31, 2025 or (for hourly Retail and Visitor Services positions) an increase of 75 cents/hour.
- iv. Effective January 1, 2027, employees will receive the greater of the minimum pay rate for their position or an increase of three percent (3.0%) to their pay rate as of December 31, 2026 or (for hourly Retail and Visitor Services positions) an increase of \$1.00/hour.

b. Minimum Pay Rates: *Effective January 1, 2024:*

Education Department

Minimums/Increases

Educator (part-time)

--Tier 1 (<1 year giving TM tours): \$22.00/hour

--Tier 2 (at least 1, less than 2 years): \$24.00/hour

--Tier 3 (at least 2, less than 5 years): \$26.00/hour

--Tier 4 (at least 5 years giving TM tours): \$28.00/hour

The above rates will be based on seniority as long as the Educator meets the Museum’s skills-progression expectations.

Differential pay:

--additional \$1.50/hour for those trained to perform costumed interpreter roles

--additional \$3.00/hour for Educator Trainer

Tours in Languages Other Than English: Those who learn to conduct tours offered in a language other than English will receive a one-time \$300 bonus. For the purposes of this section, “offered” means that the tour has been offered to the public at least twice per month for six months. This shall include Spanish “Meet Victoria.”

Educator (full-time)	\$48,000/year
Lead Educator (full-time)	\$52,000/year
Education Specialist (full-time)	\$56,000/year
Education Coordinator (full-time)	\$59,481/year

Retail/Visitor Services

Retail Associate (full-time)	\$43,680/year
Retail Associate (part-time)	\$21.00/hour
Group Experience Coordinator (full-time)	\$53,000/year
Advance Sales Associate (full-time)	\$46,000/year
Visitor Services Associate (full-time)	\$43,680/year
Visitor Services Associate (part-time)	\$21.00/hour

Payment for retroactive increases effective January 1, 2024 shall be made within two weeks after ratification of this Agreement.

- c. Minimum pay rates shall increase by the same percentage as the general wage increases.

2. Article II—Union Security

The following shall be added to Section G:

A Union representative shall be entitled to hold a Union orientation meeting with a new employee during work hours within fifteen (15) business days of notice of their hire.

3. Article VIII—Health and Safety

Article VIII shall be revised as follows:

- a. The Museum shall provide a safe workspace.
- b. The Museum shall provide all legally required ongoing health and safety training to employees, including but not limited to evacuation and fire safety. The Museum shall provide legally required protective equipment to employees at the Museum's expense.
- c. 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.
- d. Painting and Construction: The Museum shall provide the Union with advance notice, if practicable, of planned painting or construction to be done in employees' work areas and break room(s).
- e. Ergonomic considerations shall be a factor in the Museum's selection of furniture and other equipment.
- f. The Museum shall provide relief seating at the podium when the podium is in use by the Visitor Services department.
- g. The cancellation of walking tours will be determined by the Museum's Weather Policy for Public Tours. Any changes to the policy will be discussed with the Union in advance.
- h. Hazard Pay: The Museum will pay time and one half to employees who are required to work on the premises on days when all non-essential Museum staff are excused from working on the premises because of hazardous working conditions.

4. Article XI—Notice to the Union

Article XI shall be revised to state:

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:

350 W 31st St, Unit 400 New York, NY 10001

5. Article XV—Seniority

- a. The following text shall be added to Section C:

The Museum will provide advance written notice of a layoff to the Union, Unit Chair, and to any affected employee(s).

- b. Section D shall be modified to state:

Recall: In the event that a laid-off employee is qualified to fill a vacant bargaining unit position at the Museum that occurs within twelve (12) months of their layoff, the laid off employee shall be considered in filling the vacancy before any other applicant. Where there are two (2) or more laid-off employees eligible for the vacant position, skill, ability, and seniority shall be considered.

- c. Section E, Severance, Paragraphs 1 and 2 shall be consolidated and amended to state:

Any employee who is laid off 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. Severance for part-time employees shall be capped at five (5) weeks. A week of severance shall be calculated based on the employee's average work week over the prior twelve (12) months (excluding layoff periods).

6. Article XVII—Health and Welfare Benefits

- a. The current Section shall be modified to provide that employee premium cost-sharing for individual health coverage may be increased (if also increased for employees outside the bargaining unit) but not above the percentage of premium paid by employees for individual coverage in 2017.

- b. A new Section shall be added stating:

In the event that the Museum is considering changing health insurance plans or making other changes to health insurance benefits, it shall provide the Union with at least thirty (30) days' advance notice, if practicable, and shall, upon request, meet with the

Union to discuss the proposed changes and shall, in good faith, consider any alternatives to the changes put forward by the Union.

- c. A new Section shall be added stating:

Part-time employee may take paid time off that is anticipated to be accrued during the calendar year based on their regular work schedule (up to a maximum of seven (7) days of such time).

7. Article XVIII—Duration

This Article shall be revised to state:

This Agreement shall be effective from January 1, 2024 through and including December 31, 2027. Successor negotiations shall begin no later than ninety (90) days prior to expiration of this Agreement.

In the event that the Northeast Region Consumer Price Index for All Urban Consumers (CPI-U) is higher than five percent (5.0%) for the 2026 calendar year, the Union may, on or before January 31, 2027, reopen this Agreement for wage negotiations only as to the final contract year, and the no-strike/no-lockout obligations shall not be in effect following such reopener.

8. New Article—Union Rights

A new Article titled “Union Rights” shall state as follows:

- A. The Museum shall not unreasonably deny Union representatives’ advance requests for reasonable access to the Museum premises for the purpose of conferring with its delegates and/or employees covered by this Agreement. Such visits shall not interfere with Museum operations.
- B. There shall be a Union-designated bulletin board.
- C. Up to four (4) times per year, the Union may request to hold a one (1) hour bargaining unit meeting on the Museum premises after work hours. The Museum shall provide an appropriate space for such meetings. The Museum shall not unreasonably deny such requests.
- D. 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. The employee shall notify the Museum between 30-60 days from the end of that leave as to whether they will be returning to employment at the Museum at the end of the approved leave period.

- E. The Unit Chair and up to one (1) delegate shall be released without loss of pay to attend grievance or other meetings with the Museum involving union business.

9. New Article—Personnel Files

A new Article titled “Personnel Files” shall state as follows:

- A. Upon reasonable advance notice, an employee shall have a right to review, under oversight of Human Resources, and to be provided a copy of all material in their Personnel File.
- B. Materials in an individual’s employment file and health/medical records shall remain confidential and shared only with authorized supervisors and designated Employer representatives or agents. Such records may be shared outside the Museum in accordance with applicable law.

10. New Article—Continuing Education/Professional Development

A new Article titled “Continuing Education/Professional Development” shall state:

Employees may continue to participate in the continuing education and development plan on the same basis as employees outside the bargaining unit.

11. New Article—Holidays

A new article titled “Holidays” shall provide:

Employees required to work on the following Holidays shall receive time and one half for all hours worked:

- 4th of July
- Memorial Day
- Martin Luther King Jr.’s Day
- Labor Day

For all other Tenement Museum holidays, employees will receive a compensatory day. The Museum will continue its practice of holiday incentive pay.

12. Miscellaneous:

- a. Education Specialists shall be included in the bargaining unit.
- b. Employees who converted to full-time employment from part-time employment at the Museum prior to the date of ratification of this Agreement, and who lost the

ability to use paid time off that had been available to them as part-time employees, will be paid for such lost time at their last pay rate as a part-time employee. A list of such employees and their hours to be paid pursuant to this paragraph is attached as Exhibit A.

13. Ratification: This Agreement is subject to ratification by the Local 2110 bargaining unit and has the unanimous recommendation of the Local 2110 bargaining committee.

AGREED:

LOWER EAST SIDE TENEMENT MUSEUM

LOCAL 2110 UAW

By: Rachael Grogan

Megan Calder
By: Megan

Date: 2/16/2024, 2024

Date: February 16, 2024

DocuSigned by:
Grace McGookey
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DocuSigned by:
Karissa Francis
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