## **COLLECTIVE BARGAINING AGREEMENT**

r

#### Between

### THE JEWISH MUSEUM

And

# LOCAL 2110, UAW

## October 1, 2023 through June 30, 2026

3789/46678-005 CURRENT/140741454v3

-

## **TABLE OF CONTENTS**

## Page

Article I	Recognition
Article II	Union Security and V-Cap4
Article III	Union Rights6
Article IV	Information to the Union7
Article V	Notices
Article VI	Management Rights9
Article VII	No Strikes or Lockouts10
Article VIII	Grievance and Arbitration
Article IX	Non-Discrimination
Article X	Workplace Diversity
Article XI	Health and Safety and Workplace Conditions15
Article XII	Compensation and Benefits16
Article XIII	Fixed-Term Employees19
Article XIV	Personal Work20
Article XV	Sick Leave21
Article XVI	Personnel Files
Article XVII	Posting of Vacancies23
Article XVIII	Discipline and Discharge
Article XIX	Layoffs25
Article XX	Labor-Management Committee
Article XXI	Severability
Article XXII	Term of Agreement

7

#### **ARTICLE I**

#### RECOGNITION

The Jewish Museum recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-288700, including all full time, regular part-time, and on-call professional and non-professional employees employed by the Employer, and excluding all employees represented by another labor organization, bona fide educational interns, confidential employees, managers, guards and supervisors as defined by the Act or the National Labor Relations Board.

Temporary employees are those who are retained to work for a period of no longer than ninety (90) calendar days, who are so informed at the time of hire, to replace an employee on a leave of absence or vacation, to fill a job vacancy while an active search is being made for a regular replacement or to provide additional support for a limited duration and will be excluded from the unit. The said ninety (90) day period may be extended for up to an additional ninety (90) days provided the Museum notifies the Union and the affected employee in writing in advance of the expiration of the initial ninety (90) day period, or if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave.

If a temporary employee is retained beyond one hundred and eighty (180) days, they will be included in the bargaining unit and covered by the contract. Their seniority will be their original date of hire as a temporary employee.

The Museum will pay a temporary employee no less than the minimum hourly rate of a regular employee if the temporary employee is filling an existing position.

## **ARTICLE II**

### UNION SECURITY AND V-CAP

- 1. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union by the later of thirty (30) calendar days or five working 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.
- 2. 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.
- 3. 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.
- 4. Upon receipt of a written notice from the Union, the Museum shall promptly deduct from the employee's wages all membership dues (or agency fees) 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.
- 5. The Museum 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.
- 6. The Museum shall be relieved from making such deductions from any employee who is not actively employed and not on the payroll.
- 7. The Museum 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 Union orientation meeting of up to fifteen (15) minutes with a new employee immediately following a Museum new-hire orientation meeting.
- 8. 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.
  - a. 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.

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

## **ARTICLE III**

### **UNION RIGHTS**

- 1. Upon reasonable advance notice, the Museum shall not unreasonably deny Union representatives 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 interrupt employees' work or otherwise interfere with Museum operations.
- 2. There shall be a Union-designated bulletin board in Central Services.
- 3. The Unit Chair and up to two (2) Union delegates shall be released without loss of pay for grievance or other meetings with Museum management involving union business. The Museum shall not unreasonably deny requests for occasional steward meetings or trainings during work hours.
- 4. The Museum shall not unreasonably deny requests to schedule occasional bargaining unit membership meetings on the premises where the Union requests such meeting space through the Museum's usual procedures and if such space is available.
- 5. The Museum shall not unreasonably deny a request for one member of the unit to take an unpaid leave of absence for union business for up to twelve (12) months, without loss of seniority.

## ARTICLE IV

#### **INFORMATION TO THE UNION**

- 1. The Museum will notify the Union of new bargaining unit hires within twenty-one (21) days, including (if known/provided by the employee) name, email address (work and personal), date of hire, job title, division, department, salary, exempt/non-exempt status, part-time/full-time status, home address, home telephone number, date of birth, gender, race/ethnicity, and job description.
- 2. The Museum will notify the Union and the Unit Chair of bargaining unit resignations within twenty-one (21) days of occurrence, including name and date of resignation.
- 3. The Museum will notify the Union of bargaining unit transfers, promotions, merit increases, title changes within seven (7) calendar days of the effective date of such occurrences.
- 4. The Museum will notify the Union and the Unit Chair of temporary employees who are expected to be employed or retained for at least thirty (30) days within twenty-one (21) days of hire/retention, including the name of the individual, expected duration of appointment, department and position to which the temporary is assigned.

## **ARTICLE V**

### NOTICES

Notices required under this Agreement shall be made in writing and sent to the parties as follows:

If to the Union, notices shall be sent electronically to <u>local2110@2110uaw.org</u> and/or by mail to the office of the Union which is currently: 350 West 31st Street, 4th floor, New York, New York 10001.

If to the Employer, notices shall be sent electronically to Toni Skiba at <u>tskiba@thejm.org</u> (or her successor) and/or by mail to the Director of Human Resources at 1109 Fifth Avenue, New York, NY 10128.

### **ARTICLE VI**

#### MANAGEMENT RIGHTS

1. Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the Museum 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 have work performed or otherwise 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 Museum 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 subcontract work (which shall not be for the purpose of eliminating bargaining unit positions); to assign bargaining unit work to employees outside the unit; 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 or amendments to its employee handbook (which shall be applicable to members of the bargaining unit, including changes the Museum may make from time-to-time, without further obligation to bargain) that do not conflict with the express terms of the collective bargaining agreement. There shall be no binding past practices either as of this date or created in the future, except as may be acknowledged in a writing signed by the parties.

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

- 2. As noted above, the provisions of the Museum's Employee handbook and all other written Museum policies, as amended from time to time by the Museum in its sole discretion, shall continue to apply to members of the bargaining unit except to the extent they conflict with this Agreement. Any changes made to benefits or policies shall be on the same basis as for non-bargaining unit employees. The Museum will notify the Union no less than thirty (30) days in advance of a change except in exigent circumstances. Notwithstanding this provision, the Museum will not reduce the following benefits: retirement benefits, paid time off and leaves of absence.
- 3. The Museum will not be responsible for any delay or failure of performance under this Agreement that is a result of any Force Majeure Event. A "Force Majeure Event" shall mean the occurrence of events or conditions that are unforeseeable and would make it impossible for the Museum to perform its obligations under this Agreement, including but not limited to wars (including chemical or biological wars); sabotage; terrorism; explosions; epidemics or other public health emergency; or natural disasters.

## **ARTICLE VII**

#### **NO STRIKES OR LOCKOUTS**

- 1. 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. Employees shall not be required to cross a picket line of employees of another employer at such other employer's premises, *i.e.*, not at the Jewish Museum's premises.
- 2. 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 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; and
  - c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
- 3. The Employer agrees that it will not lock out Employees during the term of this Agreement.

## **ARTICLE VIII**

#### **GRIEVANCE AND ARBITRATION**

1. <u>Definition of Grievance</u>: A grievance is any dispute between the parties regarding the interpretation 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 submitted by either the Union or the Employer.

#### 2. Step 1—Presentation of Grievance:

- a. Within thirty (30) calendar days of the event giving rise to a grievance or within thirty (30) days of when the Union could reasonably have become aware of the event giving rise to the grievance, the Union may submit a grievance in writing to the Director of Human Resources or their designee. The written grievance shall identify the issue, including but not limited to the section(s) of this Agreement alleged to have been violated.
- b. The Director of Human Resources or their designee will provide the Union with a written response to the grievance within seven (7) calendar days. If a written response is not provided within that time period, the grievance shall be deemed denied.
- c. If presented by the Employer, the grievance shall be submitted by written notice to the Union within thirty (30) calendar days of the event giving rise to the grievance or within thirty (30) days of when the Employer could reasonably have become aware of the event giving rise to the grievance.

### 3. <u>Step 2—Grievance Meeting</u>:

- a. If the Union is not satisfied with the resolution of the grievance at Step 1, the Union may, within ten (10) calendar days from the date of receipt of the Employer's response, submit a written request for a Step 2 meeting.
- b. The parties will make a good-faith effort to schedule a date and time for such meeting that is within fourteen (14) calendar days after the Union's request for a meeting. If the parties are unable to find a mutually acceptable date and time within the fourteen (14) day period, the parties will act in good faith to find a later mutually agreeable time. The parties may mutually agree to forgo the Step 2 meeting. If the Employer does not provide reasonable dates and times for the Step 2 meeting, the Union may file for arbitration at Step 3 within thirty (30) days following the Union's request for the Step 2 meeting.
- c. The Step 2 meeting, if held, shall be between the Employer's designated representative(s) for such meeting and, at the Union's election, the Local 2110 representative, the Unit Chair, the Delegate, and the Grievant(s).

- d. If a Step 2 meeting is held and the grievance cannot be resolved, the Employer will provide a written response to the Union within seven (7) days from the date of the meeting. If a written response is not provided within that time period, the grievance shall be deemed denied.
- e. If the grievance was submitted by the Employer to the Union, the Employer's written request for a Step 2 meeting shall be submitted to the Union within thirty (30) calendar days of the event giving rise to the grievance.

## 4. <u>Step 3—Arbitration</u>:

- a. If no satisfactory resolution can be agreed upon, the Union or the Employer may file for arbitration within thirty (30) days of receipt of a written response to the grievance at Step 2, or from the date of the parties' agreement to forgo a Step 2 meeting. An arbitrator shall be appointed from the following panel, in alphabetical rotation, to arbitrate the matter: Howard Edelman, Bonnie Siber Weinstock, Marlene Gold, and Tim Taylor. By mutual agreement, the Parties may choose instead to file a claim with the American Arbitration Association of its claim within thirty (30) after the response in Step 2. The arbitration shall proceed under the American Arbitration Association's Labor Rules then in effect.
- b. The expense of the Arbitrator appointed shall be borne equally by the Employer and the Union.
- c. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.
- 5. <u>Waiver</u>: Any grievance not presented within the time limits at any step of the grievance procedure provided herein shall be deemed waived, except upon a showing of good cause. The parties may agree in writing to extend the time limits at any step of the grievance procedure; a party's request for an extension shall not unreasonably be denied.

## **ARTICLE IX**

ŧ

#### **NON-DISCRIMINATION**

Employees shall not be discriminated against on the basis of race, creed, color, religion, gender, age, national origin, ancestry, disability, sexual orientation, gender identity or expression, veteran status, pregnancy, marital or family status, reproductive health status, union activity or any other characteristic prohibited by federal, state, or New York City law.

2

## **ARTICLE X**

#### WORKPLACE DIVERSITY

- The Jewish Museum is committed to creating a more diverse, equitable and inclusive workplace and to fostering the ideals articulated in the Museum's Strategic Plan and Diversity, Equity, Access, and Inclusion (DEAI) Action Plan. The Jewish Museum shall release employees with pay to participate in DEAI training required by the Museum and shall pay hourly employees for time spent in such training. The Museum shall meet with the Union upon reasonable request for the purpose of reviewing the Action Plan.
- 2. The Union may appoint a minimum of one bargaining unit member to any Museum-wide DEAI committee.

## ARTICLE XI

## HEALTH AND SAFETY AND WORKPLACE CONDITIONS

- 1. <u>Safe Workspace</u>: The Museum shall provide a safe workspace.
- 2. <u>Health and Safety Committee:</u> The Union and the Museum agree that there shall be a Health and Safety committee including at least two (2) representatives from the Union. The committee shall convene no less than twice per year and in the event of an urgent health and safety situation.
- 3. <u>Notice to Union</u>: The committee shall be promptly notified of any urgent health and safety situation affecting employees.
- 4. <u>Training:</u> The Museum shall provide legally required ongoing health and safety training to employees, including but not limited to evacuation and fire safety.
- 5. <u>Equipment:</u> The Museum shall provide safe equipment for employees' usage.
- 6. <u>Injury Forms:</u> The Museum shall make C-2 workers compensation forms concerning unit members available to the Union, subject to appropriate confidentiality protections as to medical and other personal information.
- 7. <u>Asbestos Removal, Painting and Construction</u>: The Museum shall provide affected employees and the Union with at least twenty-four (24) hours advance notice of asbestos removal, planned major painting or construction work done in employees' non-public work areas.
- 8. <u>Ergonomics:</u> Ergonomic considerations shall be a factor in the Museum's selection of employees' furniture and other equipment.
- 9. <u>Hazard Pay</u>: The Museum shall pay time-and-a-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.

## **ARTICLE XII**

### **COMPENSATION AND BENEFITS**

## 1. Pay Grade Minimums and Annual Increases

#### a. Pay Grade Minimums<sup>1</sup>

#### Grade Minimums:

Grades	Grade Minimum
1	\$ 50,000
2	\$ 52,500
3	\$ 60,000
4	\$ 67,500
5	\$ 80,000

### b. Annual Increases

i. Effective October 1, 2023, employees will receive the minimum for their grade/classification or a 3% increase, whichever is greater. Subsequent increases (except as to part-time visitor experience and shop employees and per diem educators) shall be as follows:

July 1, 2024: 3.0% July 1, 2025: 3.0%

Effective October 1, 2023, part-time visitor experience and shop staff will receive an increase to \$21.00/hour. These rates will increase to \$22.00/hour effective July 1, 2024 and will increase to \$23.00/hour effective July 1, 2025.

(Note: Those whose hourly rate is already above \$21.00 as of October 1, 2023 would have their pay rate increased by the general increase percentages rather than the rates set forth immediately above.)

iii. The Museum reserves the sole discretion to grant individual merit increases or bonuses.

<sup>&</sup>lt;sup>1</sup> Job titles by grade are set forth on Exhibit B.

- iv. Grade minimums shall increase by 3.0% on July 1, 2024 and by another 3.0% on July 1, 2025
- c. **Ratification Bonus**: Within three (3) weeks following ratification of this Agreement, employees in the positions in the above-listed grades 1-5 shall be paid a bonus of 0.5% of their annual base pay as of October 1, 2023.

### d. Per Diem Educators

The following rates shall be effective October 1, 2023:

Meetings/Trainings/Prep:	\$45/hour
Family Programs	\$70/hour
Tour - 60 minutes	\$140/tour
Tour - 90 minutes	\$190/tour
Tour - 120 minutes	\$230/tour
Multi Visit Partnership Periods	\$150/session
Workshops and Special Projects	\$260/session

The above rates shall increase by 3% effective July 1, 2025.

The Museum will pay per diem educators for up to three (3) hours of research or other necessary preparation time @ \$45/hour for their preparation for each new, special exhibition (not permanent collection exhibitions). Additional research/prep beyond three (3) hours requires advance written approval.

## e. Art Handlers and Framers

- i. <u>Art Handlers</u>: Effective October 1, 2023, the Art Handler minimum pay rate will increase to \$35/hour. Art Handlers will receive the general pay increases effective July 1, 2024 and July 1, 2025 as set forth in Section 1.b.i, above.
- ii. <u>Framers</u>: Effective October 1, 2023, the Framer minimum pay rate will increase to \$39/hour. Framers will receive the general increases effective July 1, 2024 and July 1, 2025 as set forth in Section 1.b.i, above.

## 2. Benefits

a. <u>Health Benefits:</u> Health benefits shall be as applicable to non-represented Museum employees, as they may change from time to time, except that the percentage of health premiums paid by employees shall remain the same as in effect during 2023.

- b. <u>Intermittent Employees:</u> Intermittent employees (*e.g.*, art handlers, educators) shall be eligible for elective deferrals for the 403(b) and for Commuter Benefits.
- c. <u>Compensatory Time</u>: An exempt employee who is required to work more than four (4) hours on a federal holiday observed by the Museum or regularly scheduled day off will be entitled to one (1) compensatory day off. Such comp days must be taken in full-day increments, and advance supervisor approval is required before such use. Unused comp days will not be paid out on termination of employment.

## 3. Paid Time Off

a. <u>Paid Parental Leave</u>:

Employees with 1-3 years of service with the Museum and who are FMLAeligible shall be eligible for up to 8 weeks of parental leave; employees with more than 3 years of service with the Museum and who are FMLA-eligible shall be eligible for up to 12 weeks of parental leave.

- b. <u>Holidays:</u> Non-exempt employees will be paid time-and-a-half pay for hours worked on federal holidays observed by the Museum.
- c. <u>Vacation:</u>
  - i. Vacation for non-exempt staff to be at the same level and with the same accrual formula as for exempt staff.
  - ii. Employees may use vacation after thirty (30) days of employment.
- d. <u>Bereavement Leave:</u> Bereavement leave shall apply in the event of any termination of pregnancy.

#### **ARTICLE XIII**

#### **FIXED-TERM EMPLOYEES**

The Museum may establish fixed-term positions for up to three (3) years in duration, but which will not be less than six (6) months in duration. A position may be designated as a fixed term position where such a position is created in connection with specified outside grant funding or designated for a specified project of a specified limited duration.

The Union and the term employee being appointed will receive written notice of the position that will specify the duration of the fixed-term appointment. In the event that a fixed-term appointment is extended, the union and the employee will receive notice of the specific duration of the extension and the reason.

Fixed-term employees are included in the bargaining unit and covered by all terms of this Agreement but will not receive severance pay at the end of their specified term of employment.

#### **ARTICLE XIV**

### **PERSONAL WORK**

Employees shall not be required to perform work, services, or errands of a purely personal nature for any other employee, Board Member, Vendor, Patron, or Visitor of the Employer.

#### ARTICLE XV

,

#### SICK LEAVE

The requirements of the New York City Safe and Earned Sick Time Act, as set forth in York Labor Law Section 196-b, are waived with respect to employees who are provided with leave consistent with the Act as set forth in the Museum's employee handbook.

21

## **ARTICLE XVI**

#### **PERSONNEL FILES**

- 1. 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.
- 2. Materials in an individual's personnel file and health/medical records will be treated confidentially and shared only with authorized supervisors and designated management representatives or agents. Such records may be shared outside the Museum in accordance with applicable law.

### **ARTICLE XVII**

#### **POSTING OF VACANCIES**

Bargaining Unit vacancies shall be posted internally on the staff bulletin boards, and by email concurrent with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring salary range, schedule of hours, and a short description of responsibilities and qualifications. Such postings shall be available for no less than one week. A copy of the job posting shall be sent to the Union.

.

## **ARTICLE XVIII**

### **DISCIPLINE AND DISCHARGE**

- 1. Except as set forth elsewhere in this Agreement, no bargaining unit employee shall be disciplined or discharged without just cause.
- 2. 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 with the reason for the discharge or disciplinary action.
- 3. Any newly hired bargaining unit employee shall serve a probationary period of the longer of ninety (90) calendar days or twenty (20) working days. In no event will any employee's probationary period exceed six (6) months from their original employment date. During or on the last day of the employee's probationary period, the Museum may discharge any such employee at will; such discharge shall not be subject to the grievance and arbitration procedure of this Agreement.

#### ARTICLE XIX

#### LAYOFFS

- 1. The Museum shall provide the Union with advance notice of a layoff. Notice of a layoff shall be given in writing to any affected employee(s) with copies to the Union and the Unit Chair.
- 2. In the event of a layoff, the least senior employee in the job title shall be laid off first unless, in the Museum's discretion, there is a difference in skill or ability or performance or conduct record among employees in that job title. In the event that the affected employee is qualified, in the Museum's discretion, to fill a vacant position at the Museum at the time of layoff, the vacancy shall be offered to the laid off employee before any other applicant. In the event of two or more laid off employees qualified to fill the vacancy, seniority shall be considered in determining which of the qualified, laid off employee and the Union and the employee must accept the offer within five (5) business days of receipt of the offer.
- 3. If a vacancy occurs for which a laid off employee is qualified in the Museum's discretion at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position. In the event that, in the Museum's discretion, there are two (2) or more equally qualified employees on layoff status, the most-senior laid off employee shall be offered the position. An offer of recall shall be in writing to the employee and the Union and the employee must accept the offer within ten (10) business days of receipt of the offer.
- 4. Except as otherwise indicated for certain Fixed Term Employees and Temporary Employees (Articles I and XIII), any post-probationary bargaining unit employee who is laid off shall receive severance pay in the amount of one (1) week per year of service up to a maximum of twenty (20) weeks. No employee shall receive less than two (2) weeks of severance pay. If a laid off employee is eligible for and elects COBRA coverage, the Museum will pay for the employee's first month of COBRA coverage.

#### **ARTICLE XX**

#### LABOR-MANAGEMENT COMMITTEE

The Union and the Museum agree to establish a joint Labor-Management committee that shall meet semi-annually (or more frequently, if the parties deem necessary) about issues of concern to the parties. The Museum representatives on the committee shall include at least one member of the senior leadership of the Museum. The Union shall designate up to three representatives to the committee which may include a staff representative from Local 2110. Such meetings will be held on work time.

;

### **ARTICLE XXI**

#### **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.

.

## **ARTICLE XXII**

## **TERM OF AGREEMENT**

This Agreement shall be effective from October 1, 2023 through and including June 30, 2026.

THE JEWISH MUSEUM

By:

Title: COODate: -202

3

LOCAL 2110, UAW

By: Title: J a me 2023 7 Date:

## EXHIBIT B—JOB TITLES BY GRADE

### Grade 1: Assistant/Associate

Shipping and Receiving Assistant/Associate Membership Assistant/Associate [Membership & Development Operations] Development Assistant/Associate Senior Sales Associate [Lead Sales Associate] Digital Communications Assistant/Associate<sup>2</sup> Assistant to the Chief Development Officer Merchandising Assistant/Associate Box Office and Group Sales Assistant/Associate

#### Grade 2: Coordinator/Senior Coordinator

Curatorial Assistant Junior Graphic Designer Bookkeeper Coordinator/Senior Coordinator [Education, Development, Rights and Reproduction, Special Events]<sup>3</sup>

#### Grade 3: Assistant/Associate Manager

Graphic Designer Collections & Exhibitions Technician Associate Development Officer Assistant/Associate Manager [Collections, Education, Digital Marketing, Interpretive Media etc.] Assistant Registrar Retail Systems Manager

#### Grade 4: Manager/Senior Manager

Assistant Curator Development Officer/Sr Development Officer Manager/Senior Manager [Education and Special Events, Collections] Digital Assets Manager Staff Accountant A/P Payroll Supervisor Associate Registrar Editor

<sup>&</sup>lt;sup>2</sup> This is the same position that Local 2110 has referred to as Social Media Assistant.

<sup>&</sup>lt;sup>3</sup> Status of contested positions needs to be resolved.

# Grade 5: Assistant/Associate Director<sup>4</sup>

Associate Curator Assistant/Associate Director, Institutional Giving – currently inactive Exhibitions Manager

<sup>&</sup>lt;sup>4</sup> Status of contested positions needs to be resolved.



Proskauer Rose LLP Eleven Times Square New York, NY 10036-8299

December , 2023

Howard Z. Robbins Member of the Firm d +1.212.969.3912 f 212.969.2900 hrobbins@proskauer.com www.proskauer.com

By Email

Maida Rosenstein Director of Organizing Local 2110 UAW 350 West 31st Street, 4th floor New York, NY 10001

Re: Bargaining Note re Personal Work Under Jewish Museum-Local 2110 UAW CBA

Dear Maida:

This is to memorialize the parties' understanding stated during negotiations for the 2023 Jewish Museum/Local 2110 collective bargaining agreement regarding "personal work" (Article XIV). Specifically, the parties expressed their agreement that advising Museum board members, donors and potential donors regarding their collecting activities is not considered "personal work" under the collective bargaining agreement.

If this reflects the Union's understanding of the parties' bargaining history, please confirm by signing below.

Very truly yours,

Howard Z. Robbins

For Local 2110 UAW:

Aaida Rosenstein

cc: Cindy Caplan, Esq. Ms. Toni Skiba