

# MEMORANDUM OF AGREEMENT

By and Between

Brooklyn Academy of Music, Inc.

– AND –

Local 2110, UAW, AFL-CIO

December 6, 2023

The terms of the collective bargaining agreement by and between Brooklyn Academy of Music, (the “Employer” or “BAM”) and Local 2110, UAW, AFL-CIO (the “Union”) effective January 1, 2022 through and including June 30, 2023, shall continue in full force and effect except as provided below:

- 1. Union Security, Dues Checkoff and V-CAP (Article II, Paragraph F) –** Delete existing paragraph and replace with the following:

“Once per calendar month, a Shop Steward shall be released with pay to meet with any bargaining unit employees who have been onboarded in the prior thirty (30) days for the purpose of providing the employees with a copy of the collective bargaining agreement. Such meeting may take place in person or virtually during normal work hours and shall not last longer than thirty (30) minutes.”

- 2. Temporary Assignment Upgrade (Article IV, Paragraph F) –** Delete existing paragraph and replace with the following:

“In the event that an employee is assigned a significant portion of another employee’s duties (defined as at least sixty percent (60%) of the quantity of the other employee’s duties) for two (2) weeks or more, the employee temporarily assigned to such position shall receive the greater of the salary minimum for such position, or ten percent (10%) of the employee’s salary, beginning the first day of the temporary assignment, for the duration of the temporary assignment.”

- 3. Labor Management Committee (Article VIII) –** Add the following new paragraph: “Upon request by the Union, once per year there shall be a meeting with representatives of the Union and BAM’s President.”

- 4. Employee Handbook/Paid Holidays (Article 10, Paragraph B(b)) -** Revise paragraph to add the following (not contract language):

- a.** Effective 7/1/24, non-exempt salaried and full-time hourly employees shall receive 1.5x for all hours worked on a holiday, in lieu of an additional paid day off. This group of employees will continue to receive an

additional paid day off on Thanksgiving Day, Christmas Day and New Year's Day.

- b. Effective 7/1/24, non-exempt part-time hourly employees shall receive 1.5x for all hours worked on the day after Thanksgiving, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, MLK Jr. Day, Memorial Day, and July 4<sup>th</sup>.

**5. Information to the Union (Article XVI)** – Paragraph C shall be revised to include “creation of new bargaining unit positions” and “substantial changes to a job description” and the following language shall be added at the end of the paragraph: “Delays or errors made by the Employer in connection with fulfilling its obligations under this paragraph shall not be considered a violation of this paragraph when corrected promptly upon notice from the Union.”

**6. NEW Article, Job Postings** – Add new article, “Job Postings,” as follows: “Full-time bargaining unit positions will be posted internally concurrent with or in advance of advertising externally. Postings will specify bargaining unit status and will include job title, salary, and a short description of the responsibilities and qualifications. Such postings will be available for no less than five (5) calendar days. Any employee who applies for an open position and is qualified, in the good faith judgment of the Employer, shall receive an interview.”

**7. Article XVII, Layoff and Severance** – Shall be revised as set forth in Attachment A.

**8. Exchange Days** – Article X, paragraph B(d) shall be revised as follows: “Effective July 1, 2024, Exchange Days will be earned beginning at fifty (50) hours in accordance with the following chart with a twenty-five (25) day cap on accrual:

- o 8 Exchange Hours for 50-54
- o 12 Exchange Hours for 55-59
- o 16 Exchange Hours for 60-64
- o 20 Exchange Hours for 65-69
- o 24 exchange hours for 70 or more”

**9. PTO Cashout:** On June 30, 2024, employees will have the option of cashing out up to two (2) weeks of accrued but unused PTO.

**10. Payout of PTO Upon Termination:** The Employer's Handbook policy shall be revised to increase payout cap to 200 if employee provides 4 weeks' notice of resignation; PTO payout shall be adjusted on a pro-rata basis if employee provides fewer than 4 weeks' notice of resignation.

**11. Health Insurance (Article V) – Shall be revised as follows:**

A. The Employer shall make health, dental and vision benefit plans available to eligible full-time employees on the same terms and conditions such benefits are made available to non-represented employees of the Employer. Eligibility for such benefit plans shall be determined by the requirements set forth in the applicable plan document.

B. The maximum weekly contribution rates paid by eligible bargaining unit employees shall be subject to the Employer's Cost Sharing Policy (see paragraph C below).

C. Cost-Sharing Policy: The Employer shall continue the monthly premium cost-sharing policy that exists as of ~~the Ratification Date~~ December 6, 2023.

D. Buyout Policy: The Employer shall continue its healthcare Buyout Policy that exists as of ~~the Ratification Date~~ December 6, 2023.

E. Nothing herein shall prevent the Employer from changing, amending, modifying or discontinuing the benefit plans and policies set forth in this Article without any further obligation to bargain with the Union, provided the Employer has changed, amended, modified or discontinued such benefit plans or policies for its non-represented employees as well. If BAM is considering significant changes to its health benefit plan, it shall provide the Union with thirty (30) days advance notice of such changes (or as much notice as is practicable), and, upon request, shall meet with the Union to discuss the impact of such changes and, consider, in good faith, any alternatives put forth by the Union.

**12. Paid Parental Leave – BAM shall revise its Caregiver Leave policy as follows:**

Effective January 1, 2024, BAM will provide twelve (12) weeks of paid parental leave to the non-birthing/non-primary caregiver. The employee's FMLA leave will run concurrently with the NYPFL. Employees will be charged 1/3 of a PTO day that is used during their NYPFL.

**13. NEW Article, Professional Development Fund-** Add new Article as follows: "Effective July 1, 2024, BAM will establish an annual fund of \$15,000 for the bargaining unit to be used for professional development. The Labor-Management Committee shall be responsible for developing and maintaining procedures for distributing such funds. If the annual fund is exhausted in a fiscal year, BAM will consider additional requests on a case-by-case basis."

14. **Compensation** – Effective as of July 1, 2023, the minimum salary grades will be as follows (salary for part-timers will be 1/2080<sup>th</sup> of the minimum salary):

Salary Grade	Effective 7/1/2023
6	\$83,000
7A	\$73,000
7B	\$68,000
7C	\$67,000
8	\$57,000
9	\$54,000
10	\$19.50

- Effective as of July 1, 2023, Telefund employees shall be paid \$18 per hour, in addition to commission.
- Effective as of July 1, 2023, Cinema Floor Staff and Ticket Service Representatives with five (5) or more years of service (9 people) shall receive a \$2/hour increase.
- Effective as of July 1, 2023, employees will receive the minimum for their salary grade or an increase of 4% whichever is greater.

In subsequent years of the Agreement, employees shall receive the following annual increases (no increases to the minimums):

- July 1, 2024 – 4.0%
- July 1, 2025 – 4.0%
- July 1, 2026 – 4.0%

In subsequent years of the Agreement, the minimum for salary grade 10 and Telefund employees shall be increased as follows:

- July 1, 2024 - \$.50
- July 1, 2025 - \$.50
- July 1, 2026 - \$.50

- Employees in Salary Grades 7C, 8, 9 and 10 shall be classified as non-exempt for overtime purposes and entitled to overtime pay within the meaning of applicable laws.
- **Salary Grade Assignments** – A list of salary placements shall be attached to this Memorandum of Agreement.

**15. Article IV, Compensation**

- a. Shall be revised to add the following new paragraph H: “Promotional Increases: Employees who are promoted within their salary band shall receive a 7.5% increase; employees who are promoted to a higher salary band shall receive an increase to the minimum salary of the band into which they have been promoted or a 7.5% salary increase, whichever is greater.”
- b. The following titles shall be changed to add Senior to the title (except as noted below): Archives Manager, Development Operations Manager, Development Operations Finance Manager, Individual Giving Manager, Cinema Manager, Artist Services Manager, Patron Services Manager, Capital Projects and Government Affairs Coordinator (shall be changed to Manager). Employees receiving a title change shall receive no less than a 6% increase (inclusive of the July 1, 2023 increase to their minimum or increase to their new minimum), effective July 1, 2023.

**16. Article IV, Compensation**

- a. Full-Time Ticket Service Representative: Title shall be placed in Salary Grade 9; part-time Ticket Service Representatives and part-time Senior Ticket Service Representatives will remain in Salary Grade 10
- b. Assistant Cinema Managers: BAM will convert Felicity Laureano to full-time when the KBH cinema opens and all Assistant Cinema Managers will be moved to band 9, which is equivalent to the former Coordinator, Non-Exempt band.

**17. Article 10, Employee Handbook** – The Employer’s PTO policy shall be revised as follows:

- a. PTO can be taken in 1-hour increments.
- b. In addition to Sick and Safe Leave, part-time employees will earn PHO at a rate of 0.1 hour for every hour worked up to a cap of 100 hours per year.

**18. NEW Article, In-Office, Remote and Hybrid Work**

**Arrangements Policy** – Add new Article as follows: “Employees will continue to be eligible to participate in the Employer’s In-Office, Remote and Hybrid Work Arrangements Policy (the “Policy”). Employee requests for a hybrid, remote, or flexible schedule will be evaluated based on operational and departmental needs and shall not be unreasonably denied. The Employer will provide thirty (30) days advance notice to the Union of any changes to the Policy.”

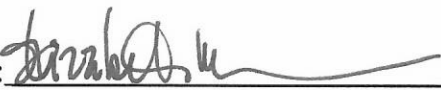
19. **Term of Agreement (Article XXIII)** - July 1, 2023 through and including June 30, 2027.

20. **Ratification:** The terms of this Memorandum shall be subject to ratification and, upon ratification, shall promptly be incorporated into a full and complete collective bargaining agreement and executed by the parties.

**ACCEPTED AND AGREED:**

**BROOKLYN ACADEMY OF MUSIC, INC.**

**LOCAL 2110, UAW, AFL-CIO**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Date: 12/6/2023

Date: 12/6/2023

**ATTACHMENT A**  
**ARTICLE XVII**  
**LAYOFF AND SEVERANCE**

A. BAM shall provide no less than fourteen (14) calendar days advance written notice of a layoff. Notice shall be provided to the Union, Unit Chair, and to any affected employee(s). Once employees have been notified, BAM may elect to place the employee(s) on administrative leave and restrict their access to the facility and/or IT systems.~~An employee who is laid off by the Employer shall receive two (2) weeks' notice or pay in lieu thereof (equal to two (2) weeks' pay at their weekly salary).~~

B. In the event of a layoff of cinema floor staff, ticket service representatives, or telefund representatives, the least senior employee in the affected classification shall be laid off first. For all other positions, skill, ability, and seniority shall be considered when determining which positions are selected for layoff. If an affected employee is qualified, based on skill and ability, in the Employer's judgment, to fill a vacant position, the vacancy will be offered to the laid off employee before any other applicant. Where there are two (2) or more affected employees who are qualified, based on skill and ability, in the Employer's judgment, to fill a vacant position, seniority shall also be considered.

C. In addition, an employee who is laid off by the Employer shall be placed on a list for recall to work at BAM. If a laid off employee waives their right to be placed on the recall list within seven (7) days' notice of their layoff, the employee~~Employees who are laid off shall receive (i) one two (12) weeks of severance pay for each year of service as a full-time or part-time employee, prorated to the date of termination, up to a cap of fifty-two (52) weeks, and (ii) COBRA continuation for the full cost of health, dental, and vision benefits, if enrolled in BAM's benefit plans, for the duration of the severance payments, in exchange for executing a general release in the form provided by the Employer and the employee complying with all employment and post-employment obligations therein. Notwithstanding the foregoing, no employee shall receive less than two four (24) weeks of severance pay.~~

~~B. Notwithstanding the foregoing, the Employer shall not layoff any bargaining unit member before April 1, 2021. The Employer shall provide the Union with thirty (30) days' advance written notice of any lay off scheduled to take effect on April 1, 2021.~~

~~C. A laid off employee shall be placed on the recall list for up to twelve (12) months. To maintain their place on the recall list, they must keep BAM HR apprised of their current email address and telephone number. who does not waive placement on the recall list shall be eligible for recall to the bargaining unit position from which they were laid off or to another open position for which the employee is qualified for a period of six (6) months from the date of lay off or until December 31, 2021, whichever is longer.~~

~~D. In the event that BAM restores the position formerly held by an employee on the recall list, the employee shall be recalled. If the employee turns down the offer of recall, the employee shall be removed from the recall list, and the position shall be treated as a vacancy.~~

~~E. In the event that BAM posts for an open bargaining unit position, BAM will offer the vacancy to the most senior employee on the recall list who is qualified to perform the position. If the most senior qualified employee turns down the position, BAM will offer it to the next most senior qualified employee and so on. In no event shall BAM fill the position from outside the recall list unless there is no qualified employee on the recall list. The determination as to whether an employee on the recall list is qualified shall be based on skill and ability, is qualified for a position shall be in BAM's good faith judgment.~~

~~F. If an employee on the recall list is offered and accepts a position in their prior salary band or a higher salary band, the employee shall be restored to no less than their prior salary at the time of the layoff, plus any intervening across-the-board increases. If an employee on the recall list is offered a position in their prior salary band and turns down the offer for recall, they shall be removed from the recall list. An employee on the recall list may refuse offers of work to positions in a lower salary band~~



than their former position and a former full-time employee may refuse offers of work to a part-time position and still maintain their place on the recall list.

H. An offer of recall shall be made in writing and shall include the title, salary, salary band, department and general schedule of hours. The offer shall be emailed to the employee with a copy to the Union. The employee must respond to the offer of recall in writing to the Chief People Officer within seven (7) days of the date of the email. An employee accepting an offer of recall must be available to begin work at BAM within fourteen (14) days of the date of the offer or a later date mutually-agreed to by BAM and the employee.

I. A recalled employee shall have their seniority, including eligibility for benefits, restored upon return to work.

J. For purposes of this Article, seniority shall be based on an employee's original date of hire with BAM, less any break in service or time for which severance was already paid.

K. Notwithstanding anything in this Article, the Employer shall not layoff any bargaining unit member before June 30, 2024.