

MEMORANDUM OF AGREEMENT

Memorandum of Agreement ("Agreement") made this 18th day of June 2015 between THE MUSEUM OF MODERN ART (the "Museum") and Local 2110, UAW, AFL-CIO ("Union").

The Collective Bargaining Agreement between the parties that expired May 20, 2015, as modified by the 2009 and 2010 Memorandums of Agreement, is hereby extended to and including May 20, 2018, except as modified below.

1. Article I—Salary—Wage Adjustments

- a. Effective May 21, 2015 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2015 shall receive:
 - i. For those in salary Levels 1 through 5 and Level 11 Curatorial Assistants, an increase in salary of \$3,000;
 - ii. For those in salary Levels 6 through 8, an increase in salary of \$1,750 or 3%, whichever is greater;
 - iii. For those in salary Levels 9 and higher, an increase in salary of 3%.
- b. Effective May 21, 2016 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2016 shall receive an increase in salary of three percent (3.0%).
- c. Effective May 21, 2017 or the completion of probation, whichever is later, permanent Staff members employed as of May 21, 2017 shall receive an increase in salary of three percent (3.0%).
- d. The above increases shall apply to the contractual minimum new hire pay rates.
- e. The dinner allowance will be increased to \$12.00; other conditions shall remain in effect.

2. Article I—Salary—Other Amendments

- a. As soon as practicable, employees now classified as Visitor Assistants and Membership Services Assistants will be reclassified as Guest Assistants, which shall be classified as a Level 1 position and shall be governed by the job description for that position attached as Exhibit A. Following such reclassification, the former positions will not be filled. Employees now classified as Senior Visitor Assistant shall be reclassified as Guest Specialists, which shall be classified as a Level 3 position and shall be governed by the job description for that position attached as Exhibit B. Following such reclassification, the former Senior Visitor Assistant position shall not be filled. Guest Assistants will be promoted to Guest Specialists after one year of employment at the Museum. Upon ratification, former Membership Services Assistants with at least one year of seniority in that position shall be promoted to the Guest Specialist position. Any present Visitor Assistant with less than one year of seniority as of ratification will be promoted to Guest Specialist after completing one year of service.
- b. Effective July 1, 2015, the retail bonus program attached as Exhibit C shall be implemented and shall sunset with the expiration of this collective bargaining agreement on May 20, 2018.
- c. The parties agree to form a joint labor-management committee with the intent to reach agreement (subject to approval by MoMA and the Union) by no later than February 1, 2016 on a revised lobby membership sales commission program. This committee shall hold its first meeting no later than August 1, 2015. Temporary employees will not participate in the current lobby membership sales

program. This joint committee will also meet regularly throughout the term of this Agreement to discuss issues of mutual concern in the Guest Services area.

3. Article II—Health & Welfare Benefits:

- a. The dependent care benefit shall be increased, effective May 21, 2015, to \$1,000.
- b. Effective July 1, 2015, employee premium-sharing will as set forth in the table attached as Exhibit D.
- c. Without prejudice to the Museum's rights under the health and welfare provisions of the prior memorandums of agreement and collective bargaining agreement, effective January 1, 2016 or soon as practicable thereafter (the "Implementation Date"), the health plan design as set forth in the table attached as Exhibit E shall be implemented (unless there is a legal impediment to implementation of such plan design, in which case the parties shall negotiate any necessary modifications).
- d. As of the Implementation Date, the Health Reimbursement Accounts ("HRA") provided for in Exhibit E will be credited with the first two years' worth of funds. Therefore, HRA funding will be as follows:
 - i. For those earning up to \$50,000, \$800 will be available on the Implementation Date for those with individual coverage, and \$1,600 for those with plus-one or family coverage;
 - ii. For those earning between \$50,001 and \$75,000, \$400 will be available on the Implementation Date for those with individual coverage, and \$800 for those with plus-one or family coverage.
 - iii. At the beginning of the third year after the Implementation Date:
 1. for those earning up to \$50,000, an additional \$400 will be credited for those with individual coverage, and \$800 for those with plus-one or family coverage;
 2. For those earning between \$50,001 and \$75,000, an additional \$200 will be credited for those with individual coverage, and \$400 for those with plus-one or family coverage.
 - iv. Employees hired after the ratification date will have their HRA crediting pro-rated based on their date of eligibility for health care benefits. Those hired during the 24 months following the Implementation Date will be credited with a pro-rated HRA for that period. (For example, if the Implementation Date is January 1, 2016, an employee who becomes eligible for health benefits on July 1, 2016 would be credited with 18 months of HRA credit.)

4. Article III—Educational Benefits: Section C, Paragraph 2 shall be modified to provide that the Museum shall set aside the following amounts for the purpose of reimbursing course tuition expenses:

- a. In the contract year commencing May 21, 2015, \$71,500.
- b. In the contract year commencing May 21, 2016, \$73,000.
- c. In the contract year commencing May 21, 2017, \$74,500.

5. Article V—Leaves, Vacations and Holidays

- a. Section C will be amended to provide that the New York City Earned Sick Leave Act will not be applicable to the bargaining unit.

6. Bereavement Leave: The bereavement leave provision of the Staff Manual will be amended to provide that the definition of "immediate family" shall be expanded to include grandchildren.
7. Article XI—Temporary and Grant Funded Employees
 - a. Section C shall be amended to provide that temporary employees may be employed either directly by the Museum or through a vendor.
8. Recommendation and Ratification: This agreement is subject to ratification by the Local 2110 bargaining unit and shall be unanimously recommended for ratification by the Local 2110 bargaining committee.

LOCAL 2110, UAW, AFL-CIO

MUSEUM OF MODERN ART

By: [Signature]

By: [Signature]

By: [Signature]

Date: 06/19, 2015

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: Thomas Hill

By: [Signature]

Date: June 19, 2015

EXHIBIT A

TITLE: Guest Assistant

DEPARTMENT: Membership and Visitor Services

REQUIREMENTS:

Bachelor's degree or equivalent. Proficiency with computers/Windows. Exceptional customer service skills, customer service experience, passion for the visual arts. Previous museum experience and foreign language skills strongly preferred. Must be available to work weekends and holiday periods.

RESPONSIBILITIES:

- Creates a highly positive experience for Museum guests that is conducive to repeat visitation, membership conversion, and positive word of mouth for the Museum.
- Sells daily and advance Museum admission, film, and program tickets, memberships, and member guest passes. Processes credit cards and coupons, rings up cash, and issues change.
- Generates proactive sales efforts throughout the Museum, including within the Main Lobby, Film Lobby, sidewalk, and any approved areas.
- Proactively and warmly welcomes guests, responds to questions, and offers guidance. Resolves general complaints from guests and members on site with support of management.
- Stays abreast of current and upcoming exhibitions, films, educational programs, and marketing campaigns. Attends Morning Meeting at the beginning of every shift. Reads and absorbs information in daily MoMA MeMO.
- Validates admission at points of entry to galleries.
- Ensures smooth flow of visitors by proactively guiding visitors to various queues and spaces.
- Helps maintain POS preparedness with supplies and relevant marketing materials. Keeps Museum information boxes filled with maps, calendars, and relevant printed information. Ensures signage is properly placed.
- Drafts routine correspondence in response to incoming mail and e-mail from members and visitors. Updates Membership database as necessary including address and name changes.
- Assists with Member events including member exhibition previews, member gallery talks, and other onsite programs. Assists with event RSVPs as needed.
- Reports to management any issues of cleanliness or public safety in public spaces.
- Performs any duties reasonably related to the functions described above.

REPORTS TO: Lobby Manager

SUPERVISES: None

EXHIBIT B

TITLE: Guest Specialist

DEPARTMENT: Membership and Visitor Services

REQUIREMENTS:

Bachelor's degree or equivalent. Proficiency with computers/Windows. Exceptional customer service skills, customer service experience, passion for the visual arts. Previous museum experience and foreign language skills strongly preferred. Must be available to work weekends and holiday periods.

RESPONSIBILITIES:

- Creates a highly positive experience for Museum guests that is conducive to repeat visitation, membership conversion, and positive word of mouth for the Museum.
- Sells daily and advance Museum admission, film, and program tickets, memberships, and member guest passes. Processes credit cards and coupons, rings up cash, and issues change.
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- Helps maintain POS preparedness with supplies and relevant marketing materials. Keeps Museum information boxes filled with maps, calendars, and relevant printed information. Ensures signage is properly placed.
- Drafts routine correspondence in response to incoming mail and e-mail from members and visitors. Updates Membership database as necessary including address and name changes.
- Assists with Member events including member exhibition previews, member gallery talks, and other onsite programs. Assists with event RSVPs as needed.
- Reports to management any issues of cleanliness or public safety in public spaces.
- Assists Lobby Managers in organizing and presenting periodic training programs for new staff members. Demonstrates lobby systems to new staff during initial shadowing period.
- Attends seasonal Membership marketing meetings to learn about upcoming promotions and efforts. Coordinates onsite promotion fulfillment.
- Resolves service escalations from Guest Assistants; alerts Management if necessary.
- Performs any duties reasonably related to the functions described above.

REPORTS TO: Lobby Manager

SUPERVISES: None

Exhibit C

FY16 – FY18 Retail Store Incentive Plan

- **Objective:** Recognize store staff for surpassing planned goals by rewarding them when key performance metrics are met.
- **Plan Design:** Store-specific goals established on quarterly basis, and communicated to all staff. All permanent store staff are eligible.
- **Performance Goals:** Two metrics must be achieved: (1) Store exceeds sales plan by 3% or more **AND** (2) Store exceeds plan for Average Transaction **OR** Conversion (Transaction per Visitor in Museum store)
- **Opportunity:**
 - Sales and Stock Staff: \$200/quarter to a max of \$800/year
 - Sales Specialist: \$250/quarter to a max of \$1,000/year
- **Payout:** Quarterly, no later than 30 days after close of quarter
- **Administration:** Staff member must work the full three months of the quarter to be eligible for payment. Staff members who transfer within MoMA retail stores or within MoMA are eligible for pro-rated amount of payment. Staff members on FMLA or paid leave will be eligible for the full payment of the quarter. Staff members on an unpaid leave for more than 30 days will be eligible for pro-rated amount of payment. Temporary employees who work the full three months of the quarter will be eligible for payment. Quarterly payments to be made April 30, July 30, September 30 and January 30. Store sales and metric plans will be set in advance of the quarter and based on the approved annual budget and not changed during the active quarter. Retail finance team to compile and authenticate financial results.

Exhibit D

Local 2110 Employee Premium Sharing

Tier	Up to \$35,000	\$35,001 - \$50,000	\$50,001 - \$75,000	\$75,001 - \$100,000	Over \$100,000
Employee Only	0%	0%	0%	0%	0%
Employee + 1	0%	5%	7.5%	10%	20%
Family	0%	5%	7.5%	10%	20%

Exhibit E

Healthcare Plan Design

	Healthcare Plan Design
Deductible (S/F)	None
Coinsurance	15%
Out-of-pocket limit for medical (S/F)	\$1,500/\$3,000
Office visit	
• Preventive care	No cost
• Primary care and mental health	\$20 copay
• Specialist care	\$40 copay
Emergency room	\$150 copay
Inpatient hospital	
Outpatient surgery	Coinsurance
Imaging	
Durable medical equipment	
Rx	
• Generic	\$5 copay
• Preferred Brand	\$35 copay
• Non-Preferred Brand	\$50 copay
Health Reimbursement Account (annual amount)	Up to \$50,000: \$400/\$800 \$50,001 to \$75,000: \$200/\$400
Out-of-network: deductible / coinsurance / out-of-pocket limit	S: \$750/30%/\$3,750 F: \$1,500/30%/\$7,500