

COLLECTIVE BARGAINING AGREEMENT

Between

THE TENEMENT MUSEUM

And

LOCAL 2110 UAW

Effective December 22, 2020 through October 31, 2021

## **I. Recognition**

- A. The Museum recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-238582, including all full-time and regular part-time employees and per diem employees in the Education, Visitor Services, and Retail departments.
- B. Per diem employees shall be included if they have worked a minimum of eight (8) hours per month and an average of four (4) hours per week, to be measured by looking back at the six month period preceding March 1, 2020 (“Look Back Period”).<sup>1</sup>
- C. Excluded: All other employees, including special events employees, book buyers, senior gift buyer, receiving associates, admissions manager, receiving and billing managers, educational assistant administration, education access associate, senior associate program coordinators, educational managers, security guards, and supervisors as defined by the Act.

## **II. 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 twenty (20) paid<sup>2</sup> or 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 the Museum 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, the Museum 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. The Museum will notify the Union promptly of any revocation of such authorization received by it.

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<sup>1</sup> No per diem employee shall be required to meet this threshold for the period beginning with the Museum’s closure in March 2020 through the duration of this Agreement, *i.e.*, October 31, 2021.

<sup>2</sup> During the period of this Agreement, *i.e.*, until October 31, 2021, this period shall be no later than ten (10) paid or thirty (30) calendar days after the start of their employment or the execution of this Agreement, whichever is later.

- E. 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.
- F. The Museum 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.
- G. 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.
- H. 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.
  - 1. 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.
  - 2. 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.
  - 3. 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.

### **III. Grievance and Arbitration**

- A. A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the 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 presented by either the Union or the

Employer. If presented by the Employer, it shall be presented by written notice to the Union, with a copy to the Unit Chair.

B. Procedure:

1. First Step: A representative of the Union shall present a grievance in writing to the Vice President, Human Resources or their designee within thirty (30) days of the event giving rise to the grievance or within thirty (30) days of when the Union or the Grievant knew or should have known about the event. The written grievance shall cite the provision(s) of the Agreement alleged to be violated. The Employer shall provide a written response to the Union, the Unit Chair, and the grievant within ten (10) business days.
2. Second Step: If the Union is not satisfied with the resolution of the grievance at Step One, the Union may file a written request for a Step Two meeting with the Vice President, Human Resources or their designee within ten (10) business days of receipt of the response in Step One. A meeting shall be held with the President or their designee, the Department Head or their designee, the Union representative, the Unit Chair, and the grievant within ten (10) business days of the receipt of said written grievance in order to discuss the grievance. If the parties are unable to agree on a date and time for the meeting within the aforesaid ten (10) day period, they shall make a good faith effort to schedule the meeting within twenty-one (21) calendar days of the Union's request for a meeting. The Vice President, Human Resources or their designee shall issue a written response to the grievance within ten (10) business days after the meeting. If the grievance was presented by the Employer to the Union, the Employer's written request for a Step Two meeting shall be submitted within thirty (30) days of the events giving rise to the grievance or within thirty (30) days of when the Employer knew or should have known about the event.
3. Arbitration: If not resolved in Step Two, the Union (or the Employer, if applicable) shall have a right to proceed to an arbitration within thirty (30) days of the decision issued in Step Two. The grievance shall be submitted to one member of a panel of three (3) arbitrators which shall include Daniel Brent, Howard Edelman and Bonnie Siber Weinstock. Arbitration cases shall be rotated in alphabetical order among the members of the panel.

- C. 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.
- D. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.
- E. Grievances regarding discharge or layoff of an employee, denial of vacation or leave to an employee, or health and safety matters may be filed by the Union at Step Two of the procedure.

- F. Employees shall have a right to Union representation at each step of the procedure.
- G. No individual worker may initiate any grievance or arbitration proceeding or move to confirm or to vacate an arbitration award.
- H. Any grievance not presented within the time limits at any step of the grievance procedure provided herein shall be deemed waived. Should the Employer fail to respond to the Union's grievance at any step of the procedure provided herein, the Union shall have the right to move the grievance to the next step. The parties may extend the time limits herein by mutual agreement.

#### **IV. No Strike No Lockout**

- A. Neither the Union nor any employee shall authorize, encourage, or engage in any strike (including but not limited to sympathy strikes), slow down, work stoppage, or concerted interference with the operations of the Employer during the term of this Agreement.
- B. In the event of a strike, slow down, work stoppage, or concerted interference with the operations of the Employer, the Union shall, as soon as possible, but in no event more than 24 hours after a request by the Employer:
  - 1. Publicly disavow such actions by the employees;
  - 2. Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union; and
  - 3. Notify employees of its disapproval of such action and instruct such employees to cease such action and to return to work immediately
- C. The Employer shall not engage in a lock out during the term of this Agreement

#### **V. Discipline and Discharge**

- A. Employees shall serve a ninety (90) day probationary period after hiring; terminations of probationary employees shall not be subject to just cause or to the grievance procedure set forth in Article III.
- B. No post-probationary employee shall be disciplined or discharged without just cause.
- C. 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 two (2) business days of any other disciplinary action.

#### **VI. Maintenance of Terms and Conditions**

The Museum shall maintain the status quo as set forth in the Employee Handbook with respect to ID cards, Continuing Education/Professional Development, Salary

Adjustments (except that only periods of active employment shall be considered for seniority-based pay adjustments), Time Off, Benefits, and Voluntary Resignation (which is applicable only to full-time employees).<sup>3</sup>

## **VII. Pandemic Closure Recall Rights**

- A. All bargaining unit employees, excluding per diem employees, who worked for the Tenement Museum at any point during the ninety (90) days prior to the closure or were on an authorized leave of absence at the time of the closure and are still employed will be placed on a recall list for return to work at the Tenement Museum.
- B. Per diem employees who wish to change their status to regular part-time employees, may do so with written notice to the Museum. Such employees will be placed on the recall list for regular part-time work in accordance with their skill, ability and seniority.
- C. In the event that bargaining unit work at the Tenement Museum becomes available for which employees on the recall list qualify, employees on the recall list will be offered the work in accordance with their skill, ability and seniority.
- D. The Museum may offer work to new bargaining unit employees where there is insufficient skill or availability among those on the recall list.
- E. An offer of recall shall be made in writing, with a copy to the Union with as much notice as possible but in no event less than one week's notice prior to the date the employee is to report to work. Employees shall accept in writing within two (2) business days of the offer.
- F. The Museum shall provide re-orientation and health and safety training prior to an employee's first recall to work following the March 2020 closure.
- G. Employees on the recall list may refuse offers of work that are less than three (3) shifts per month. Employees may refuse up to three (3) offers of work during the term of this Agreement due to illness or child care issues.
- H. Employees on the recall list must keep the Tenement Museum apprised of their current email address and phone number

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<sup>3</sup> Bargaining Note: The Museum does not intend to recall people at a lower rate than they were earning before the Museum shut down

## **VIII. Health and Safety**

The Museum will meet with representatives of the Union within two week of ratification to review its safety protocols. The Museum and the Union shall work together to provide appropriate COVID-related health and safety training. The Museum shall provide PPE to all employees and visitors.

## **IX. Labor-Management**

The Union and the Museum agree to establish a joint Labor-Management committee that shall meet quarterly (or more frequently, if necessary) about issues of concern to the parties, which may include health and safety issues. The management representatives shall include at least one member of the Museum's executive team. The Union shall designate its own representatives to the committee.

## **X. Information to the Union**

- A. The Museum shall provide notice to the Union and the Unit Chair of new hires in the bargaining unit within fourteen (14) calendar days, including (if known to the Museum) name, address, date of hire, job title, department, job salary, home address, home telephone number, work extension, date of birth, gender, job description/posting, and offer letter.
- B. The Museum shall provide notice of bargaining unit terminations, other than layoffs or disciplinary discharges, to the Union and the Unit Chair within fourteen (14) calendar days of occurrence, including name, date of termination, and reason for termination.
- C. The Museum shall provide notice to the Union and the Unit Chair of bargaining unit transfers, promotions, relocation, and changes in job description within fourteen (14) calendar days of occurrence.
- D. The Museum shall provide notice to the Union and the Unit Chair as soon as practicable after each January 1 and each July 1 of the number of hours/shifts/days worked by per diem employees in the prior six (6) month period.

## **XI. Notice to the Union**

Any written notice to the Union shall be sent electronically to [Local2110@2110uaw.org](mailto:Local2110@2110uaw.org) and/or by mail to the office of the Union which is currently:

256 West 38<sup>th</sup>  
Street Suite 704  
New York, NY 10018

## **XII. 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.

## **XIII. Nondiscrimination**

Employees shall not be discriminated against on the basis of race, color, religion, creed, national or ethnic origin, sex, gender, gender identity and expression, age, disability, pregnancy (including childbirth, and related medical conditions), disability, HIV status, marital or civil partnership/union status, sexual orientation, genetic information, predisposition or carrier status, military or veteran, alienage or citizenship status, political affiliation, union status or union activities, or any other protected characteristic as established by law.

## **XIV. Management Rights**

- A. Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the Employer 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 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 Employer 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; and to promulgate any work rules or other amendments to its employee handbook (which shall be applicable to members of the bargaining unit, including changes the Employer may make from time-to-time, without further obligation to bargain) that do not conflict with the express terms of the collective bargaining agreement. These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned.
- B. The Employer may, consistent with prior practice, have bargaining unit work performed by temporary employees and other non-union regular employees. It is understood that Employer will not use the rights referred to in this Paragraph 2 for the purpose of undermining the bargaining unit. Temporary employees will be included in the unit after sixty (60) calendar days or ten (10) active days of employment, whichever is later. Seniority will be back-dated to the first day of temporary employment.



- C. The Employer will provide the Union with two weeks' notice and an opportunity to discuss contemplated substantive changes to its employee handbook before such changes are implemented.

## **XV. Seniority**

- A. An employee shall accrue seniority starting from their original hire date at the Museum unless the employee has resigned or had a layoff or other break in service of at least six (6) months following the later of their recall from layoff or ratification of this Agreement.
- B. Vacancies: Bargaining unit vacancies shall be announced to all employees concurrent with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, minimum pay rate, schedule of hours, and a short description of responsibilities and qualifications. Such postings shall be available for no less than seven (7) calendar days before the position is filled by an external candidate.
- C. Layoff: Skill, ability and seniority in the affected positions shall be considered in the event of a layoff.
- D. Recall: In the event that the Museum refills a position that had been laid off during the prior twelve (12) months, the Museum shall offer the position to a qualified laid-off employee who previously held such position prior to offering the position to another individual. Where there are two (2) or more laid-off employees eligible for recall, skill ability and seniority shall be considered.
- E. Severance:
  - 1. Any full-time employee who is laid off after recall from the March 2020 layoff shall receive severance pay in the amount of one (1) week per year of service. No full-time employee shall receive less than two (2) weeks of severance pay.
  - 2. Any part-time employee who is laid off after recall from the March 2020 layoff shall receive severance pay in the amount of one (1) week per year of service. No part-time employee shall receive less than one (1) week of severance pay. Severance for part-time employees shall be capped at five (5) weeks. A week of severance will be calculated based on the employee's average work week over the prior twelve (12) months (excluding layoff periods).
  - 3. Seniority for the purpose of severance shall be determined according to Section XV.A, above.

F. **Additional Duties:** In the event that an employee is performing another employee's position due to another employee's leave of absence of two (2) or more weeks, the employee shall receive the greater of the minimum pay rate for the position the employee is filling in or the employee's own pay rate, beginning the first day the additional duties take effect. To the extent that employees in Sales or Visitor Services give an occasional tour, such tours shall not be considered additional duties. Periods of training shall not be considered to be performing another employee's position for the purposes of this section.

**XVI. Duration**

This Agreement shall be effective from the date of ratification through and including October 31, 2021. Successor negotiations shall begin no less than ninety (90) days prior to expiration of this Agreement.

THE TENEMENT MUSEUM

LOCAL 2110 UAW

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



Date: \_\_\_\_\_

Jan 28, <sup>2021</sup> 2020 *HP*

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



Date: \_\_\_\_\_

Jan. 28, <sup>2021</sup> 2020

*MCC*