

**MoMA - Local 2110, UAW
Memorandum of Agreement**

It is hereby agreed that the CBA between the parties which expired October 31, 1999 is hereby renewed and extended, as modified below.

Term - The later of five years or six months after the official reopening of the Museum.

Salaries and Minimums - Across the board increases and minimums as follows:

November 1, 1999 - 3%

November 1, 2000 - 4% or \$1,100 whichever is greater

November 1, 2001 - 3.5%

November 1, 2002 - 3.5%

November 1, 2003 - 3.5%

All increases shall be added to the minimums.

If the Museum has not officially reopened by October 31, 2004, additional 3.5% increases shall be provided on each succeeding November 1st until the expiration of the Agreement.

Art. 1D2 - last sentence shall be deleted.

Job Security

As per Museum "final offer" of April 13, 2000, as modified, attached.

Staff Manual

All agreed upon list of provisions from the manual shall be incorporated into the CBA. The Museum will provide a proposed list by inclusion within 48 hours of ratification. The Union shall have the right to propose additional items from the manual with parties meeting expeditiously thereafter to resolve any disagreements.

Retirement

The Museum shall implement a Section 403(b) program as soon as reasonably practicable, which shall include the following:

The Museum shall contribute 2% of base salary per year on behalf of each employee earning less than \$30,000 per year + 1% for those earning between \$30,000 and \$30,999.

The Museum shall also match employee contributions up to 3%

Each of the above contributions shall be increased by 1% for those with more than ten years of service as of the date of the Museum's contributions.

Child Care

Dependent care benefit increased to \$700 for one child.

Tuition Reimbursement

The Museum shall make the following amounts available:

November 1, 1999 - \$30,000

November 1, 2000 - \$32,500

November 1, 2001 and each year thereafter - \$35,000

Dental

The members of the unit shall participate in the Museum's new dental plan

Transit Checks

The Museum shall participate in the program, permitting employees to take advantage of this pre-tax benefit.

Union Security

1. In the manner and to the extent permitted by law, it shall be required as a condition of continued employment that beginning on or after the 30th day following the date of employment or the date of execution of this contract, whichever is later, each employee shall become a member of the Union and maintain his/her membership in good standing or shall pay to the Union the uniformly required agency fee.

2. Notwithstanding the provisions of paragraph 1 above, paragraph 1 shall not apply to any employee employed by September 9, 2000.

Health and Welfare Provisions

The Museum is obligated, prior to making any changes to the Health and Welfare Program, to negotiate in good faith with the Union over its proposed changes. In the absence of agreement over such changes, the Museum retains the right to implement such changes. The Union shall not have the right to strike or arbitrate over such changes or the implementation thereof. The Museum shall not invoke a demand to bargain over such changes prior to July 1, 2001. In no event shall the Museum implement any change for bargaining unit employees that it does not implement for its management employees. Notwithstanding the above, those aspects of the Health and Welfare Program expressly specified by Article II of the CBA shall only be changed as permitted by law at the expiration of the CBA.

Union Rights

Members of the Program Committee shall be released from work at 4:30 pm one day per month for the purpose of attending a union meeting.

The members of the bargaining unit shall be released from work for one hour^u once per year for the purpose of attending a unit meeting. The scheduling of the meeting shall be in consultation with management. Appropriate coverage, as reasonably required by management, shall be maintained.

The Museum will distribute an appropriate union supplied "Welcome" letter to new hires into the bargaining unit.

Pension

Strike time shall be treated as credited service, but shall not be counted for an earnings penalty.

Transportation

For those earning less than \$30,000 who are temporary transfers to Long Island City, the Museum shall provide transit checks as reimbursement for daily round trips via New York City Transit System for those who provide satisfactory evidence that they were not pre-strike, taking New York City Transit to or from work at the Museum.

The parties shall each withdraw any and all charges, litigations, administrative challenges, etc. relating to the strike and agree not to file or institute any further such

No discipline shall be imposed for picket line conduct.

This agreement shall be subject to ratification by the union and by the Board of the Museum.

5

Agreed to this 9th day of September, 2000

Local 2110, UAW

By *[Signature]*
By *Michael Ginn*
By *Karla Neri*
By *Daniel Form*
By *Ed Schalk*
By *Walter King*
By *JL*
By *[Signature]*
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
Phil Weekly
Scott Simon

The Museum of Modern Art

By *Patty Lipsky*
By *Robert F. Ziegler*
By *[Signature]*
By *Alisa Morn*
By *Margie Bandy*
By
By
By

April 13, 2000

~~Museum of Modern Art - Final Offer~~

~~Term:~~

~~Three years, from November 1, 1999 through October 31, 2002.~~

~~Salaries & Minimums:~~

~~For those still employed as of the date of ratification, 3% retroactive to November 1, 1999.~~

~~November 1, 2000 - 3%~~

~~November 1, 2001 - 3%~~

~~All contractual minimums to be increased by 3% each year, as well.~~

Job Security - Special Provisions for New Building Program:

Recall Rights: Increases from current one year, as follows: any employee laid-off as a result of the "new building program" shall have recall rights until the full staffing level for the reopening of the Museum is reached, ~~for his or her department.~~

Severance: The contractual severance provision of one week for each year of service shall apply to the above-referred to lay-offs, with a minimum of two weeks severance pay. Employees who receive severance shall not be obligated to repay the severance on recall to the Museum, but rather shall only have their seniority date restated to the date of recall for future severance purposes only.

Any employee laid-off as above with more than two years of service may elect to waive his or her recall rights and instead of the standard severance benefit, receive two weeks severance pay for each year of service.

Notice: The Museum shall provide at least 30 days notice of lay-off and if additional notice can reasonably be provided, the Museum shall provide such additional notice. In any event, notice shall be provided within two weeks of the Museum's final decision concerning a lay-off relating to this program.

Lay-Off Avoidance: In the event that a reduction in staff is necessary, the Museum will make reasonable efforts to make such reductions through attrition or voluntary lay-offs.

April 13, 2000

Museum of Modern Art - Final Offer

Term:

Three years, from November 1, 1999 through October 31, 2002.

Salaries & Minimums:

For those still employed as of the date of ratification, 3% retroactive to November 1, 1999.

November 1, 2000 - 3%

November 1, 2001 - 3%

All contractual minimums to be increased by 3% each year, as well.

Job Security - Special Provisions for New Building Program:

Recall Rights: Increases from current one year, as follows: any employee laid-off as a result of the "new building program" shall have recall rights until the full staffing level for the reopening of the Museum is reached, ~~for his or her employment.~~

Severance: The contractual severance provision of one week for each year of service shall apply to the above-referred to lay-offs, with a minimum of two weeks severance pay. Employees who receive severance shall not be obligated to repay the severance on recall to the Museum, but rather shall only have their seniority date restated to the date of recall for future severance purposes only.

Any employee laid-off as above with more than two years of service may elect to waive his or her recall rights and instead of the standard severance benefit, receive two weeks severance pay for each year of service.

Notice: The Museum shall provide at least 30 days notice of lay-off and if additional notice can reasonably be provided, the Museum shall provide such additional notice. In any event, notice shall be provided within two weeks of the Museum's final decision concerning a lay-off relating to this program.

Lay-Off Avoidance: In the event that a reduction in staff is necessary, the Museum will make reasonable efforts to make such reductions through attrition or voluntary lay-offs.

Phil Wecker
Regional Dir, UAW

WOMA-LOCAL 2110

Dear Phil

This will conform our agreement as to
a number of collateral issues

1- Temporary strike replacements will be terminated
immediately, but no later than Monday.

2- The Union reserves the right to pursue legal
proceedings concerning alleged inappropriate promotion
from the unit

Remo

3- An appropriate letter concerning certain areas
will be sent to the WY county D.A.'s office

4- D. Garis has been advised & this shall
reconfirm his eligibility to return for further
temporary employment on terms comparable to others.

5. Concerning vacation

1- those on vacation now shall be given
a reasonable time to return to the Mine

2- Reasonable efforts shall be made to
accommodate the scheduled vacation in the near term future

3- In accordance with existing policy,
any ~~new~~ strikers who resign, shall be permitted
to cash out accrued vacation

Sincerely

Bob Zetter