

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**DIA CENTER FOR THE ARTS, INC.**

**D/B/A DIA ART FOUNDATION**

**And**

**LOCAL 2110, UAW**

**March 1, 2024 through June 30, 2027**

**TABLE OF CONTENTS**

	<b>Page</b>
ARTICLE I Recognition.....	1
ARTICLE II Union Security and V-Cap.....	2
ARTICLE III Union Rights.....	4
ARTICLE IV Information to the Union.....	5
ARTICLE V Notice to the Union.....	6
ARTICLE VI Management Rights.....	7
ARTICLE VII No Strikes or Lockouts.....	9
ARTICLE VIII Grievance Procedure.....	10
ARTICLE IX Non-Discrimination.....	12
ARTICLE X Health and Safety and Workplace Conditions.....	13
ARTICLE XI Compensation.....	14
ARTICLE XII Additional Hours.....	<b>Error! Bookmark not defined.</b>
ARTICLE XIII Temporary Assignments.....	17
ARTICLE XIV Transfers.....	18
ARTICLE XV Personal Work.....	19
ARTICLE XVI Health Benefits.....	20
ARTICLE XVII Subcontracting.....	21
ARTICLE XVIII Temporary Employees, Interns and Fixed-Term Employees.....	22
ARTICLE XIX Leaves of Absence.....	<b>Error! Bookmark not defined.</b>
ARTICLE XX Flexible Work Arrangements.....	23
ARTICLE XXI Professional Development.....	<b>Error! Bookmark not defined.</b>
ARTICLE XXII Employee Files.....	24
ARTICLE XXIII Posting of Vacancies.....	25
ARTICLE XXIV Discipline and Discharge.....	26
ARTICLE XXV Layoffs.....	28
ARTICLE XXVI Labor-Management Committee.....	29
ARTICLE XXVII Severability.....	30
ARTICLE XXVIII Term of Agreement.....	32

**ARTICLE I**  
**RECOGNITION**

Dia Center for the Arts, Inc. d/b/a Dia Art Foundation (“Dia” or “Employer”) recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-299447, including all full time and regular part-time non-professional employees and professional employees employed by the Employer, and excluding all confidential employees, managers, guards, and supervisors as defined by the Act.

## 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 no later than 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.
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 Dia 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, Dia 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. Dia will notify the Union promptly of any revocation of such authorization received by it.
5. Dia 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. Dia shall be relieved from making such deductions from any employee who is not on the payroll.
7. Dia shall provide new hires with an introductory letter signed by the Union per Exhibit\_\_\_\_\_, a Union membership form, and a copy of the Agreement. The Union shall be entitled to hold a Union orientation meeting with a new employee during Dia's scheduled orientation session for new employees. Dia will inform the Union in advance that the orientation session has been scheduled.
8. Dia 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 Dia 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. Dia agrees to remit said deductions promptly to UAW V-CAP, care of the Union. Dia 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 advance notice, Dia will not unreasonably deny Union representatives reasonable access to Dia 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 Dia operations.
2. There shall be a Union-designated bulletin board in each location.
3. The Unit Chair and up to two (2) Union delegates shall be released without loss of pay to handle grievances meetings and any other meetings involving union business with Dia management. Dia shall consider requests for additional paid time off for occasional steward meetings or trainings on a case-by-case basis.
4. Dia shall not unreasonably deny requests by the Union to conduct occasional meetings on Dia's premises.
5. Dia shall not unreasonably deny a request by an employee for an unpaid leave of absence of up to nine (9) months for Union business, and in no event shall Dia be obligated to allow such leave for more than one (1) employee at a time.

## **ARTICLE IV**

### **INFORMATION TO THE UNION**

1. Dia will notify the Union and the Unit Chair of new hires into the bargaining unit within fourteen (14) calendar days, including 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 and race/ethnicity (if provided by the employee), and job description (if a written job description exists).
2. Dia will notify the Union and the Unit Chair of bargaining unit resignations within fourteen (14) calendar days of occurrence, including name and date of resignation.
3. Dia will notify the Union and the Unit Chair of bargaining unit transfers, promotions, merit increases, title changes, and changes in job description within fourteen (14) calendar days of occurrence.
4. Dia will notify the Union and the Unit Chair of temporary employees within twenty-one (21) days of hire, including name of employee, expected duration of appointment, department and position the temporary employee is assigned to.

**ARTICLE V**

**NOTICE TO THE UNION**

Notice to the Union shall be in writing and sent electronically to [local2110@2110uaw.org](mailto:local2110@2110uaw.org) and/or by mail to the office of the Union which is currently: 350 West 31<sup>st</sup> Street, 4th Floor, New York, NY 10001.



## ARTICLE VI

### MANAGEMENT RIGHTS

1. 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 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 Employer deems appropriate and to create or modify job descriptions; to award individual pay or payments above contractual requirements; to set or change work shifts and work schedules; to promulgate rules and policies governing the conduct of its employees; to subcontract work; to assign bargaining unit work to employees outside the unit; to implement changes the Employer may make to Employer-wide benefit plans (e.g., 401(k) plan, life insurance, commuter benefit) in which bargaining unit members also participate; and to promulgate any work rules; or to make amendments to its generally-applicable 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.

2. There shall be no binding past practices either as of this date or created in the future, except as may be acknowledged in writing signed by the parties.

3. Absent exigent circumstances, the Employer will provide the Union with twenty-one (21) days' notice and an opportunity to discuss contemplated substantive changes to its employee handbook before such changes are implemented.

4. Notwithstanding the above, if during the term of the CBA, the Employer wishes to reduce its contribution rate, including any reduction in matching funds, to the 401(k) plan, or to reduce paid time off, it shall notify the Union in writing at least sixty (60) days prior to the implementation of any such changes. If the Union requests a reopener of the CBA within thirty (30) days of receipt of the Museum's notice, the CBA shall be reopened only for the purpose of negotiating over the Museum's proposed reduction and the No Strike-No Lockout clause will be nullified.

5. The Employer 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 any of the following 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 physical picket line of employees of another employer at such other employer's premises (*i.e.*, not at Dia'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 PROCEDURE

Definition: A grievance is any dispute between the parties regarding the interpretation or application 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 submitted by either the Union or the Employer.

Procedure:

1. First Step:

- a. A representative of the Union shall initially file the grievance in writing to the designated representative of Dia within thirty (30) days of the event giving rise to the grievance or within thirty (30) days of when the Union or affected employee(s) could reasonably have been expected to become aware of the event giving rise to the grievance. The written grievance will include a short statement of the issue including the section(s) of the Agreement alleged to have been violated. Dia shall respond to the grievance within ten (10) business days after receipt of the written grievance.
- b. If presented by the Employer, the grievance shall be submitted by written notice to the President of Local 2110 UAW or their designee within ten (10) business days. The written grievance will include a short statement of the issue including the section(s) of the Agreement alleged to have been violated. The Union will provide the Employer with a written response to the grievance within ten (10) business days after receipt of the grievance.

2. Second Step:

- a. If the Grieving Party is dissatisfied with the Step One response, it may submit a written request for a meeting with the other Party within ten (10) business days after receipt of the first step response. A meeting to discuss the grievance shall be held with the Parties' representatives within thirty (30) days after the receipt of the written request for a meeting. The responding Party shall issue a written response to the grievance within ten (10) business days after the meeting.

3. Arbitration: If not resolved in Step Two, the Union or the Employer shall have a right to submit the grievance to arbitration within sixty (60) days of receipt of the written decision issued in Step Two. The grievance shall be submitted to one member of a panel of no less than three (3) arbitrators to be mutually agreed upon by Dia and the Union.

4. Arbitration cases shall be rotated in alphabetical order among the members of the panel.

5. 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. The Arbitrator shall not have the authority to amend or modify this Agreement.

6. Employees shall have a right to Union representation at each step of the procedure.
7. Any grievance not presented within the time limits at any step of the grievance procedure provided herein shall be deemed waived, unless for good cause. In the event that the responding Party does not comply with the foregoing time limits, the Grieving Party may advance the grievance to the next step.
8. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

## **ARTICLE IX**

### **NON-DISCRIMINATION**

Employees shall not be discriminated against on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, physical or mental disability, genetic information, disposition or carrier status, gender or gender identity/expression, sexual orientation, sexual and reproductive health decisions, familial status, marital status, military or uniformed service status, status as a victim of domestic violence, union activity, or any other characteristic protected by applicable law.

## ARTICLE X

### HEALTH AND SAFETY AND WORKPLACE CONDITIONS

1. Dia shall provide a safe workspace.
2. Health and Safety Committee: The Union and Dia agree to establish a joint Health and Safety committee composed of up to four (4) representatives from each party. The committee shall convene no less than twice per year and in the event of an urgent health and safety situation.
3. The committee shall be promptly notified of any urgent health and safety situation affecting bargaining unit employees.
4. Dia shall provide evacuation instructions and legally-required health and safety training to employees
5. Dia shall provide appropriate and safe equipment for employees' usage.
6. Ergonomics: Ergonomic considerations shall be a factor in Dia's selection of furniture and other equipment for use by bargaining unit employees.
7. Any employee who cannot work their scheduled hours due to an emergency closure directed by Dia shall be paid for the time.
8. If essential staff are required onsite during emergency closure on their scheduled working day but cannot make it due to inclement weather, they shall be paid for the time.
9. If essential staff are required to work on their scheduled day off due to an emergency closure, Dia shall pay a minimum of 4 hours' pay.

**ARTICLE XI**

**COMPENSATION**

1. Ratification Bonus: Within two (2) weeks following ratification of this 2024-27 Agreement, all employees will receive a one-time lump sum payment of \$900 to FT and \$600 to PT upon ratification.
  
2. Wages:
  - a. July 1, 2024: employees will receive the better of:
    - i. a five percent (5.0%) increase to their base pay rate;
    - ii. the increase to the new minimum base pay rate for their position; or
    - iii. for hourly employees, an increase of \$1.25/hour
  
  - b. July 1, 2025: employees (except Educators, Guides and Exhibition Technicians—see table below) will receive a 3.0% increase to their base pay rate (or the non-union across-the-board percentage increase, if higher) or (for hourly employees) a \$1.00/hour increase to their base pay rate.
  
  - c. July 1, 2026: employees (except Educators, Guides and Exhibition Technicians—see table below) will receive a 3.0% increase to their base pay rate (or the non-union across-the-board percentage increase, if higher) or (for hourly employees) a \$1.00/hour increase to their base pay rate.
  
  - d. Minimum Pay Rates—effective July 1, 2024:

i. Hourly Employees

Level One, Assistant I

*Beacon/Bridgehampton/New Mexico*

PT Bookshop Attendant:	\$20.00
PT Gallery Attendant:	\$20.00
FT Housekeeping Staff:	\$22.00
Assistant PT A/V:	\$21.00

*New York City*

PT Gallery Attendant:	\$22.00
PT Custodian:	\$22.00
Administrative Support:	\$22.50

Level Two, Assistant 2

*Beacon/Bridgehampton/New Mexico*

FT Building Associates:	\$24.00
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FT Bookshop Associate: \$21.00  
 FT Senior Gallery Attendant: \$22.00  
 Admissions Coordinator: \$22.00  
 Administrative Support: \$22.50  
 Assistant Caretaker LF \$24.00

*New York City*

FT Building Associate: \$24.00  
 PT Senior Gallery Attendant: \$24.00

ii. Educators, Guides and Exhibition Technicians

	<u>Artist</u> <u>Educator</u>	<u>Guide</u> <u>Training</u>	<u>Guide</u> <u>Tour</u>	<u>Exhibition</u> <u>Tech</u>	<u>Lead</u> <u>Exhibition</u> <u>Tech</u>
7/1/2024	32.00	32.00	125.00	35.00	37.00
7/1/2025	33.00	33.00	125.00	36.00	38.00
7/1/2026	34.00	34.00	135.00	37.00	39.00

iii. Salaried Employees

Level Three, Senior Assistant / Senior Technician:

Curatorial \$55,000  
 Development \$52,000  
 Communications and Marketing \$52,000  
 Finance \$58,000  
 Exhibition and Design Management \$60,000  
 Facilities and Operations \$58,000  
 Visitor Services \$52,000

Level Four, Associate Specialist/Lead Technician:

Development \$55,000  
 Visitor Services \$55,000  
 Collections Management \$55,000  
 Education \$55,000  
 Graphic Design. \$55,000  
 Publications \$55,000

Level Five, Specialist:

Development	\$62,500
Finance	\$70,000
Curatorial	\$62,500
Program	\$62,500

Level Six, Senior Specialist:

Curatorial	\$82,000
Communications	\$72,000
Education	\$71,500
Exhibitions	\$82,000
Archives	\$70,000
Graphic Design	\$75,000
IT	\$75,000
Publications	\$75,000

All minimum pay rates will increase by the same percentage as the general wage increases as indicated in 2 b-c in July 2025 and July 2026.

Employees in levels 1-3 will be overtime-eligible;

Employees in levels 3-6: Minimum salaries stated above are for a 40-hour work week. Employees regularly scheduled for shorter workweeks will receive prorated salaries.

3. Merit Pay: Dia may pay individuals at rates above the minimums or grant raises above the general increases set forth in the Agreement. Such additional increases will be in Dia's sole discretion

## **ARTICLE XII**

### **TEMPORARY ASSIGNMENTS**

In the event that an employee is assigned significant additional responsibilities for more than two weeks because of a vacancy which has not been filled or due to another employee's leave of absence, Dia will consider, in its sole discretion, granting additional compensation to that employee.

## **ARTICLE XIII**

### **TRANSFERS**

Employees may apply for transfer to other positions for which they qualify. Where, in Dia's judgment, applicants are equally qualified, internal applicants shall be selected before outside applicants. If there is more than one equally qualified internal applicant, Dia shall consider the respective seniority of the applicants.

**ARTICLE XIV**

**PERSONAL WORK**

Employees shall not be required to perform personal work, services, or errands for any other employee, Board Member, Vendor, Patron, or Visitor of the Employer. Providing advice and information shall not be considered personal work.

## **ARTICLE XV**

### **HEALTH BENEFITS**

1. Employees will be eligible for health and welfare plans on the same basis as other employees outside of the bargaining unit, as the terms of those plans may change from time to time.
2. Notwithstanding the provisions of Section 1, above, employees eligible for Dia's health care coverage will be offered at least one health care plan that provides individual employee coverage on a non-contributory basis (i.e., Dia will pay 100% of the monthly premium).
3. Part-time employees who have completed at least one (1) year of employment as of each December 31 and averaged a minimum of 20 hours per week during that year, will be paid an annual bonus of \$250, to be paid by the end of the following January. The first such bonus payments shall be paid in January 2025.

**ARTICLE XVI**  
**SUBCONTRACTING**

There shall be no subcontracting that is for the purpose of reduction of bargaining unit positions.

## ARTICLE XVII

### TEMPORARY EMPLOYEES, INTERNS AND FIXED TERM EMPLOYEES

1. Temporary employees are those who are scheduled to work for a period of no longer than ninety (90) calendar days (or, in the case of temporary staff placed through an external agency, one hundred and eighty (180) days) and who are so informed at the time of hire, to replace an employee on a leave of absence or vacation, for a short-term project, or to fill a job vacancy while an active search is being made for a regular replacement. Temporary employees will be excluded from the unit. The said ninety (90) day period (which shall begin with the later of the date of hire or ratification of this Agreement provided that a temporary employee who is already employed upon the date of ratification shall not be considered temporary for longer than six months) may be extended if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave, or by mutual agreement of the parties.
2. If a temporary employee is retained beyond the ninety (90) day (or extended) period, 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.
3. Interns, hired on a part-time basis for up to twelve (12) months, whose positions are primarily for their own education, shall not be included in the bargaining unit.
4. Dia may establish fixed-term positions for up to three (3) years in duration but which will not be less than twelve (12) months in duration. A position may be designated as a fixed-term position where such a position is funded with specified outside grant funding or designated for a specified project of a specified limited duration.
5. The Union and the fixed-term employee being appointed will receive a written notice 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.
6. 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 XVIII**

### **FLEXIBLE WORK ARRANGEMENTS**

Consistent with existing Museum policy, employee requests to work hybrid, remote or flexible schedules shall not be unreasonably denied.

## **ARTICLE XIX**

### **PERSONNEL FILES**

1. Upon reasonable advance notice, an employee shall have a right to review and have 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 those Dia determines to be authorized supervisors and designated Management representatives or agents. Such records may be shared outside Dia in accordance with applicable law.

## **ARTICLE XX**

### **POSTING OF VACANCIES**

Bargaining unit vacancies shall be posted internally on the staff bulletin boards and the Dia website 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 seven (7) calendar days. A copy of the job posting shall be sent to the Union.

## **ARTICLE XXI**

### **PROFESSIONAL DEVELOPMENT**

1. Annual Review of Job Descriptions and Level Analysis:

The Annual Review process will include a formal review of employee job descriptions. This process will include a review of the job description by the employee, supervisor, and Human Resources. If significant changes to the job description are warranted, an assessment of the position including current compensation and job level shall be conducted.

2. Professional Development:

- a. Implement guidelines for each position for promotion track and professional development necessary to move up the track. Internal job descriptions will include a “Position Level & Career Path” section which outlines internal growth track, if any, within Dia.
- b. Permanent full and part-time employees will be covered by Dia’s Professional Development Policy pertaining to opportunities that are related to the employee’s current position or would aid the employee’s career path as it relates to their current position at Dia.
- c. Dia will cover up to \$1,000 annually for professional development for full-time employees and up to \$500 annually for part-time employees.

## **ARTICLE XXII**

### **DISCIPLINE AND DISCHARGE**

1. No employee shall be disciplined or discharged without just cause.
2. Dia 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 new employee shall serve a probationary period of the longer of ninety (90) calendar days or fifteen (15) working days but in no event, shall any employee's probationary period exceed six (6) calendar months. During an employee's probationary period, Dia may discharge any such employee at will and shall not be subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE XXIII**

### **LAYOFFS**

1. Dia shall provide the Union with advance notice of a layoff. Layoffs for the purpose of this article shall not be considered to include seasonal layoffs or other periods of loss of work anticipated to be for less than nine (9) months.
2. Notice of a layoff shall be given in writing to the Union, the Unit Chair and to any affected employee(s).
3. In the event that an affected employee is qualified to fill a vacant position in their former job title at Dia within twelve (12) months following their 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 laid off employees shall be offered the position. If an affected employee is qualified for a vacancy that occurs in a different job title within twelve (12) months following the employee's layoff, the employee who applies will be considered for the position.
4. Any post-probationary employee who is laid off shall receive severance pay in the amount of one (1) week per year of service. No employee shall receive less than two (2) weeks of severance pay.
5. Lightning Field employees who are enrolled in a Dia-provided health care plan shall have their health care coverage maintained during a seasonal layoff.

## **ARTICLE XXIV**

### **LABOR-MANAGEMENT COMMITTEE**

The Union and Dia agree to establish a joint Labor-Management committee with up to four (4) representatives from each party, that shall meet quarterly (or more frequently, if the parties deem necessary) about issues of concern to the parties. The parties will exchange agenda items in advance. The Union shall designate its own representatives to the committee which may include a staff representative from Local 2110. Such meetings will be held on work time.

## **ARTICLE XXV**

### **WORKPLACE DIVERSITY**

1. Dia is committed to workplace diversity and shall meet with the Union upon reasonable request to discuss this goal.
2. Dia shall release employees with pay to participate in DEAI training required by Dia and shall pay hourly employees for time spent in such training.
3. The Union may appoint a minimum of one bargaining unit member to any Dia-wide DEAI committee, which may otherwise be created and administered in Dia's sole discretion.



## **ARTICLE XXVI**


### **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 XXVII**  
**TERM OF AGREEMENT**

This Agreement shall be effective through and including June 30, 2027.

**THE DIA ART FOUNDATION**

By: 

Title: Director of Human Resources

Date: February 29, 2024

**LOCAL 2110, UAW**

By: 

Title: President

Date: February 29, 2024