MEMORANDUM OF AGREEMENT FILM AT LINCOLN CENTER - LOCAL 2110 UAW

Memorandum of Agreement between Film at Lincoln Center ("FLC") and Local 2110, UAW (the "Union") (collectively, the "Parties"), effective as of the date signed by both Parties, wherein the Parties agree to the following modifications to the Parties' existing collective bargaining agreement, to be incorporated into a successor collective bargaining agreement between the Parties. Except as provided below, the collective bargaining agreement between FLC and the Union effective January 20, 2022 through December 31, 2024, shall continue in full force and effect.

1. <u>Article 2 - Union Security and V-CAP</u>

Paragraph 6, Add: A union representative shall be entitled to hold a union orientation meeting with a new employee during work hours within fifteen (15) business days of notice of their hire.

2. <u>Article 5 - Compensation</u>

Full-Time Staff Employees

A. <u>Minimum Salaries</u>: Effective January 1, 2025, employees shall receive the new minimum for their classification or 4%, whichever is greater.

Grade	Titles	Minimum Salary
2	Assistant	\$56,500
3	Associate	\$62,500
4	Coordinator; Assistant Editor; Film Comment	\$66,500
5	Ticketing Services/Systems Manager, Sr. Coordinator, Jr. Publicist, Assistant Programmer; Theater Operations Manager	\$71,000
6	Manager; Programmer; Publicist; Editor; Managing Editor	\$77,500
7	Sr. Manager; Senior Programmer; Senior Publicist	\$85,500

Grades 2-4 shall be classified as non-exempt for overtime purposes and entitled to overtime pay within the meaning of applicable laws.

Minimums shall be increased by 2% effective January 1, 2027, and shall be increased by an additional 2% effective January 1, 2028.

B. <u>Promotional Increases</u>: Employees promoted to a higher salary classification (grade) shall receive an increase to the minimum salary of the grade into which they have been

promoted or a 7.5%salary increase, whichever is greater. Such increases, however, shall not be in addition to any annual increase received by the employee if promoted effective January 1 (i.e., employees promoted effective January 1, 2026, or effective January 1 in any subsequent year, shall not receive both an annual increase and the promotional increase, but shall be raised no less than 7.5% in total).

Part-Time/Theater Staff

A. Minimum Rates

1. Theater Associates

Effective Jan. 1, 2025

0-1 Years of Service: \$21.00/hour 1-3 Years of Service: \$22.00/hour 3+ Years of Service: \$23.25/hour

Effective Jan. 1, 2026:

0-1 Years of Service: \$21.50/hour 1-3 Years of Service: \$22.50/hour 3+ Years of Service: \$23.75/hour

Effective Jan. 1, 2027:

0-1 Years of Service: \$21.75/hour 1-3 Years of Service: \$22.75/hour 3+ Years of Service: \$24.00/hour

Effective Jan. 1, 2028:

0-1 Years of Service: \$22.00/hour 1-3 Years of Service: \$23.00/hour 3+ Years of Service: \$24.25/hour

2. Assistant Theater Managers

Effective Jan. 1, 2025

0-1 Years of Service: \$25.50/hour1-3 Years of Service: \$26.50/hour3+ Years of Service: \$27.75/hour

Effective Jan. 1, 2026:

0-1 Years of Service: \$26.00/hour 1-3 Years of Service: \$27.00/hour 3+ Years of Service: \$28.25/hour

Effective Jan. 1, 2027:

0-1 Years of Service: \$26.25/hour 1-3 Years of Service: \$27.25/hour 3+ Years of Service: \$28.50/hour

Effective Jan. 1, 2028:

0-1 Years of Service: \$26.50/hour 1-3 Years of Service: \$27.50/hour 3+ Years of Service: \$28.75/hour

There shall be a \$2.50 differential for part-time staff working a bartending shift.

C. Annual Increases

On January 1, 2026, all employees shall receive a 3.25% increase. On January 1, 2027, all employees shall receive a 3.25% increase. On January 1, 2028, all employees shall receive a 4% increase.

Add to the end of Section A of the Theater staff provisions: "Any hourly wage increases provided as the result of an employee reaching a tenure (i.e., years of service) milestone shall be effective the first day of the payroll period following the employee's applicable anniversary date."

3. Article 6 - Health Insurance

Section 1: Subject to the applicable benefit plan's rules of eligibility and applicable law, bargaining unit employees who average at least 30 hours/week shall be eligible for coverage under FLC's health insurance plan(s) on and under the same terms and conditions as they are made available to non-bargaining unit employees employed by FLC.

Section 2: Effective January 1, 2025, Employees participating in the FLC health insurance plan shall pay the following additional amounts each month toward their health insurance premium:

- A. Employees earning \$77,500 or less per year:
 - \$73.34/month if enrolled in an individual plan
 - \$148.88/month if enrolled in a family or spouse + employee plan
- B. Employees earning more than \$77,500 per year:
 - \$106.70/month if enrolled in an individual plan
 - \$213.49/month if enrolled in a family or spouse + employee plan

Section 3: Any increases in premium amounts in 2026 and in subsequent plan years will be borne equally by the Employer and the employee (i.e., if the annual premium for an employee's

elected plan increases by \$300 in plan year 2023, the employee shall pay an additional \$150 toward the total cost of the annual premium in 2025 and in subsequent years), except that employees earning less than \$77,501 shall not have their health insurance premium costs increase year-over-year by more than 7% in any plan year.

4. New Article to replace Article 7 (Pension Plan) – 403(b) Plan

FLC shall contribute 3% of an employee's annual salary automatically and shall match up to 4% of an employee's contribution, at a 50% rate for a total contribution of up to 5%. Any increases in FLC's contribution rates to the 403(b) Plan for non-union employees shall also be applied to union-represented employees.

5. Article 10 - Vacation

Paragraph 1: Revise as follows:

- First 3 years of continuous employment: 15 days
- 3-5 Years of continuous employment: 17 days
- After 5 years of continuous employment: 20 days

Paragraph 4: Employees may carry over up to ten (10) accrued, unused vacation days from one calendar year to the next calendar year, but any such carried over vacation days must be used by September 1 of the following year or they will be forfeited.

6. Article 11 – Holidays

Modify Columbus Day to Indigenous Peoples' Day

FLC shall pay part-time theater staff at 1.5x the employee's regular hourly rate for all work on the above holidays, as well as on December 24 (beginning in 2026) and on New Year's Eve (beginning in 2025).

7. <u>Article 12 - Part-Time Employee Hourly Benefits</u>

Beginning at the end of the probationary period set forth in Article VIII, part-time employees shall accrue paid time off at the rate of eight (8) hours of PTO for every 250 hours of work, up to a maximum of five (5) days each year. Part-time employees with 7 or more years of service shall accrue paid time off at the rate of eight (8) hours of PTO for every 200 hours of work, up to a maximum of seven (7) days each year Part-time employees may request in writing that any such time be paid out up to two times per year, on the first payroll period following June 1st and December 1st. Employees shall provide two weeks' advance notice of their desire to have accrued time paid out.

New Paragraph: Employees shall be scheduled for no less than four (4) hours of work on any shift and shall be paid for the entirety of a scheduled shift unless they voluntarily stop working prior to the completion of their shift (i.e., ask or agree to leave early).

8. Article 13 - Parental Leave

Subject to applicable law, FLC shall provide twelve (12) fully paid weeks of parental leave (FLC shall pay the difference between the employee's salary and the amount they receive pursuant to the New York Paid Family Leave Act (NYPFL)).

9. Article 14 - Child Care Subsidy

Increase the subsidy to \$60 per day/night.

10. <u>Article 15 - Professional Development Fund</u>

Increase the amount in the professional development fund to \$17,000 in 2025, and an additional \$1,000 increase in each subsequent year of the contract.

11. Article 19 - Seniority and Transfers

Paragraph 1, Seniority: An employee shall accrue seniority from the date of hire. Employees shall continue to accrue seniority during an approved contractual and/or medical leave of absence of up to six (6) months and shall maintain, but not accrue further seniority on an authorized leave of absence which exceed six (6) months.

Revise Section 3 as follows: Notice of vacancies shall be sent out on a staff-wide email prior to or simultaneously with external posting of the position.

12. Article 23 - Layoffs and Severance

Paragraph 3: If a laid off employee waives their right to be placed on a layoff recall list within ten (10) days of the layoff, the employee shall receive two weeks of severance pay for every year of service, prorated to the date of termination (layoff), provided that the employee executes a severance agreement and general release of claims in a form acceptable to FLC. Notwithstanding the above, no employee shall receive more than twenty-eight (28) weeks of severance pay or less than two (2) weeks of severance pay. FLC shall pay any laid off employee any accrued, unused vacation, up to a maximum of twenty (20) days.

13. Article 31 - Duration

This Agreement shall commence on March _____, 2025 and shall expire on December 31, 2028.

14. New Side Letter:

AGREED AND ACCEPTED:

FLC shall be permitted to engage theater staff employees who accept temporary and/or seasonal freelance positions outside the theater (e.g., related to the NYFF) at wage rates set by FLC and commensurate with such temporary non-theater positions, recognizing that such rates may be lower than the employee's theater staff rate.

FILM AT LINCOLN CENTER	LOCAL 2110, UAW
Signed by: Lisa Schroeder 0048199D05BB40A	Mejmm-
Data: 4/16/2025	3/28/2025



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Film at Lincoln Center

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