

MEMORANDUM OF AGREEMENT

Between
LOCAL 2110, UAW
And
Shed NYC, Inc.
November 15, 2024

The current Collective Bargaining Agreement between Local 2110, UAW (the “Union”) and Shed NYC, Inc. (the “Shed” or the “Employer”) which expired on June 30, 2024, shall be extended and remain in effect through and including June 30, 2027, except for the following modifications (which shall be subject to Local 2110, UAW membership ratification).

1. Article II.6 – UNION SECURITY – (ADD NEW PARAGRAPH 6)

During new hire orientations, a Union representative shall be entitled to hold a Union orientation meeting with a new employee(s) during work hours, not to last longer than thirty (30) minutes.

2. Article XV.1 – STAFFING AND SENIORITY (REVISE PARAGRAPH 1 AS FOLLOWS)

Preference for Shifts: The Shed shall maintain and employees shall have preference for available shifts based on 4 (four) seniority groups, each containing approximately 25% of the workforce, such that the 25% with the most cumulative hours shall be in the top seniority group (group one) and the 25% with the least cumulative hours shall be in the bottom seniority group (group four). These groups will be recalculated effective January 1 and July 1 each year. Future employees will be included in the groups. All Team Leads shall be placed in seniority group 1.

3. Article XVII.1 – COMPENSATION (REPLACE WITH FOLLOWING)

Wages: The minimum classification rates shall be as follows:

- a. Effective July 1, 2024 (retroactive)
 - I. Team Lead: \$26.00
 - II. VXA: \$21.25 (0-2 years of continuous service)
\$22.00 (2-4 years of continuous service)
\$23.00 (4+ years of continuous service)

- b. Effective July 1, 2025
 - I. Team Lead: \$27.00
 - II. VXA: \$22.25 (0-2 years of continuous service)
\$23.00 (2-4 years of continuous service)
\$24.00 (4+ years of continuous service)

- c. Effective July 1, 2026
 - I. Team Lead: \$28.00
 - II. VXA: \$23.25 (0-2 years of continuous service)
\$24.00 (2-4 years of continuous service)
\$25.00 (4+ years of continuous service)

Continuous Service toward Wage Tiers: An employee that is on the inactive roster for three (3) consecutive months (excluding dark periods and approved documented medical absences) shall be removed from the active roster and if subsequently rehired, at the discretion of The Shed, shall return to

the wage tier at which they were last paid. However, they shall start at the beginning of continuous service for that wage tier.

4. Article XVII.2 – COMPENSATION (REVISE WITH FOLLOWING)

Bonus in Lieu of PTO: Any employee who is on payroll on December 31 in a given year who has an average of ten (10) hours per week during the calendar year shall receive a \$300 bonus after the first full calendar year of employment, and a \$400 bonus in any future calendar year.

5. Article XVII.4 – COMPENSATION (NEW PARAGRAPH 4)

Membership Commission: There shall be a 10% commission pool, paid quarterly and calculated on all walk-up memberships sold by bargaining unit members at the ticketing desk in main lobby and any memberships sold in the phone room. The commission on a single membership sale will be capped at \$300.00. The Employer may, consistent with prior practice, continue to have non-union employees and third-party contractors sell memberships.

6. Article XVII.5 – COMPENSATION (NEW PARAGRAPH 5)

All Staff Meeting: Employees attending any mandatory all-staff meeting in person shall be paid for their time and in no event less than 4 hours. Employees attending any voluntary all-staff meeting in person shall be paid for their time and in no event less than 2 hours. If an employee joins via Zoom or other virtual platform, the employee shall be paid for the duration of the all-staff meeting and in no event less than 1 hour.

7. ARTICLE XVIII.3 – HOURS OF WORK/WORK WEEK (REVISE PARAGRAPH 3 AS FOLLOWS)

Employees working a shift of up to five (5) hours shall receive a paid twenty (20) minute break. Employees working a shift of more than five (5) hours and less than eight (8) hours shall receive an unpaid thirty (30) minute lunch break and a paid fifteen (15) minute break. Employees working a shift of more than eight (8) hours shall receive an unpaid one (1) hour lunch break and a paid fifteen (15) minute break.

8. ARTICLE XIX – SICK LEAVE (NEW PARAGRAPH)

The Shed shall provide an additional 16 hours of sick pay for documented COVID illness per calendar year which can be applied to scheduled shifts. Unused additional hours expire on December 31 and cannot be carried over into the following calendar year.

9. ARTICLE TBD - COAT ROOM USE BY THIRD PARTIES (NEW ARTICLE)

The Employer shall require any third-party rental event with expected 200 or more guests to use The Shed coat room on the mezzanine level and staff with bargaining unit employees. Third-party events with less than 200 guests shall not be required to use The Shed coat room on the mezzanine level.

In the event The Shed coat room is in use for The Shed programming, third-party rental clients may choose to utilize a satellite coat room elsewhere in the building and shall not be required to staff with bargaining unit employees.

Third-party rental clients shall have option to buy-out the requirement to use The Shed coat room and its bargaining unit employees by paying for 4 bargaining unit employees for 4 hours.

Rental contracts shall include language encouraging use of The Shed coat room.

10. ARTICLE TBD – FLOOR MATS AND CHAIRS (NEW ARTICLE)

The Shed shall provide floor mats and chairs for any stationary posts. Roving posts are not applicable.

11. ARTICLE TBD – MEZZANINE FLEX SPACE ACCESS (NEW ARTICLE)

The Shed shall continue to work with the Union to develop plans to address concerns about unauthorized access to the mezzanine Flex Space.

This Agreement has been ratified by the bargaining unit and by the signatures below, the Parties indicate their agreement to the above terms.

THE SHED

LOCAL 2110, UAW

By:  _____
Peter Gee, CFAO

By:  _____
Megan

Date: 11/22/2024

Date: 11/25/2024