

Memorandum of Agreement

Whitney Museum of American Art and Local 2110 UAW

February 28, 2023

Duration: January 1, 2023 - June 30, 2026

Minimum Pay Rates:

Grade 11

\$22/hour effective 1.1.23

\$22.50/hour effective 10.1.23

\$23/hour effective 7.1.24

\$24/hour effective 7.1.25

Effective 1.1.23, the minimum rates for Grade 10-3 shall be as follows:

Grade 10	\$52,000
Grade 9	\$55,000
Grade 8	\$60,000
Grade 7	\$65,000
Grade 6	\$70,000
Grade 5	\$85,000
Grade 4	\$95,000
Grade 3	\$100,000

The minimum rates for Grades 10-3 will be increased by 2% effective July 1, 2024 and 2% effective July 1, 2025

General Wage Increases:

- Effective January 1, 2023, all employees will receive the new minimum or five percent (5%), whichever is greater.
- Effective October 1, 2023, all employees will receive an increase of three percent (3%).
- Effective July 1, 2024, all employees will receive an increase of three percent (3%).
- Effective July 1, 2025, all employees will receive an increase of three and a half percent (3.5%).

Ratification Bonus:

Effective upon ratification of the contract, employees will receive a one thousand dollar (\$1000) bonus.

Nothing in this Agreement shall prevent the Whitney Museum from granting additional compensation increases to employees at its discretion.

Grade Reclassifications:

Theater Manager position will be moved from Grade 6 to Grade 3

Associate Curator will be moved from Grade 7 to Grade 5

Editor will be moved from Grade 6 to Grade 5

Senior Curatorial Assistant will be moved from Grade 9 to Grade 8

Assistant Managers (VME) (currently 3 positions) will be moved from Grade 10 to Grade 9

The Museum will work toward creating promotional tracks for all Museum occupations with clear guidelines on the experience and education required to move up the track.

Maintenance of Benefits:

The provisions of the Whitney Museum of Art Employee Handbook and all other WMAA personnel policies as amended from time to time by WMAA shall apply to members of the bargaining unit except to the extent they conflict with this Agreement. Any such amendments shall apply equally to members of the bargaining unit and non-unit employees.

Notwithstanding the above, with respect to health insurance benefits, the annual salary thresholds that determine the premium contribution percentages for bargaining unit members shall be increased **as follows effective April 1, 2023 on the renewal date of the Museum's health plan:**

\$52,000 or less:

EE only 10%

EE + 1 12%

Family 15%

\$52,001 to \$77,250

EE only 15%

EE + 1 17.5%

Family 20%

\$77,251 to \$103,000

EE only 20%

EE + 1 22.5%

Family 25%

\$103,001 +
EE only 25%
EE + 1 27%
Family 30%

Salary thresholds shall increase thereafter by three percent (3%) on April 1, 2024 and April 1, 2025 unless the renewal date for the plan is changed in which case the increase to such thresholds shall coincide with such renewal date. Adjustments in the salary thresholds shall occur no more than once in each 12-month period.

In the event the Museum is considering changing health insurance plans or making other changes to the health insurance benefits, it shall provide the Union with at least thirty (30) days advance notice and shall, upon request, meet with the Union to discuss the proposed changes and shall, in good faith, consider any alternatives to the changes put forward by the Union.

The parties agree to the attached tentative agreements.


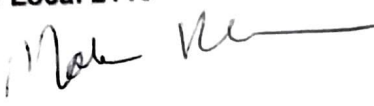
Article
Recognition
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WMAA/Local 2110 Proposal	
Article: Recognition	Date: 10/12/2022 — 11/1/22
T/A: Whitney Museum	T/A: Local 2110
C. Mellange	Mu 11/1/22

Recognition

The Whitney Museum of Art recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-277194, including all full-time and regular part-time, Assistant Conservators, Assistant Curators, Associate Conservators, Associate Curators, Conservators, Managing Archivists, Managing Librarians, Reference and Research Archivists, and non-professional employees, employed by the Employer, the Whitney Museum of American Art, located at 99 Gansevoort Street, New York, New York 10014 and 610-626 W. 26th Street, New York, New York 10001, and excluding all employees represented by another labor organization, confidential employees, managers, guards, and supervisors as defined by the National Labor Relations Act.

Adjunct Curators
MR
11/1/22

WMAA/Local 2110 Proposal	
Article: Temporary Work	Date: 02/22/2023
T/A: Whitney Museum	T/A: Local 2110
	

Temporary Employees and Temporary Project Employees

1. Temporary employees who are scheduled to work no longer than ninety (90) days, who are so informed at the time of hire, to replace an employee on a leave of absence or vacation, or to fill a job vacancy while an active search is being made for a regular replacement, will be excluded from the unit. The said ninety (90) day period may be extended if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave or for an additional ninety (90) days with the consent of the union which shall not be unreasonably withheld.
2. If a temporary employee is retained beyond the ninety-day period, or any extension pursuant to 1 above, 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. Notwithstanding the above, the Museum may retain a temporary employee in VME for up to one hundred and eighty (180) days for the purpose of staffing a temporary exhibition. Such employees shall be paid no less than the minimum hourly rate for the position and will continue to receive holiday pay. Any such employee retained beyond the 180-day period will be included in the bargaining unit and covered by the contract except those staffing the Whitney Biennial who, if retained, will be included immediately following the official end date of the Biennial. The seniority of employees retained beyond the temporary period will be their original date of hire as a temporary employee. The Museum shall retain a preferential hiring list for VME temporary staff who are seeking regular employment at the Museum.
4. The Museum may hire employees for temporary projects pursuant to a grant for a period of up to two years. Such employees will be included in the bargaining unit and will be covered by all terms of the collective bargaining agreement except that they will not be eligible for severance pay when their employment is terminated due to the end of their term appointment nor will the termination of their employment at the end of the term appointment be subject to grievance and arbitration. Such employees will receive a letter of appointment at the start of

their employment specifying their position and dates of employment. Term employees shall be eligible to fill vacancies for which they are qualified in accordance with the Agreement.

A handwritten signature in black ink, appearing to be 'MR' followed by a stylized flourish.

WMAA/Local 2110 Proposal	
Article: Paid Time off	Date: 02/24/2022
T/A: Whitney Museum	T/A: Local 2110
<i>[Signature]</i> <i>Armed</i> 02/27/23	<i>[Signature]</i> 7/25/23

Paid Time Off:

Annual Leave

Accruals for full-time regular staff:

Year 1:	18 days
Year 2:	21 days
Years 3 through 10:	26 days
Years 11 and beyond:	31 days

Employees hired before 1992 will maintain their current accruals.

The calculation of paid *Annual Leave* is based on employment status, accrual rate and biweekly standard actual hours worked. The accrual balances will be updated biweekly after each payroll is processed in the HRIS.

Regular Part-time employees working between 16 and 34 hours per week will accrue prorated *Annual Leave* based on their biweekly actual hours worked.

Time off is still expected to be scheduled with advance notice and based on your current accruals.

Sick Leave

Sick leave lump sum amounts for full-time regular staff:

Year 1:	8 days
Year 2 and beyond:	10 days

Sick time is awarded each January calendar year as a lump sum up to a maximum of 20 days which may be carried over per calendar year. For new hire employees, *Sick time* is prorated based on their date of hire. **Part-time employees**, working between 16 and 34 hours per week, will also have prorated *Sick time* based on their weekly average or standard hours.

Annual Leave Carryover

- *Annual Leave Carryover* not used before June 30th is automatically converted to *Sick time*.
- *Sick Leave* and *Annual Leave Carryover* are not payable upon termination.

WMAA/ Local 2110 Sick time off- Attendance Incentive Program

The Attendance Incentive Program allows front-of-house employees (specifically, Facilities, Retail, and Visitor/Member Experience) with sick leave balances as of December 31st to opt to cash out accrued sick days on an annual basis subject to the eligibility requirements noted below. Cash-outs requests are to be submitted in the month of January and will be paid out in February. The first cash out period will begin in January 2024.

Eligibility

Employees in Retail, VME and Facilities may cash out up to 35 hours of sick time annually provided they have at least 15 days in the bank after the cash-out.

Compensation

Full-time employees may cash out accrued sick time for up to a maximum of 35 hours. Cash-out eligibility will be prorated for regular part-time employees.

**Whitney Museum Union - Local 2110 UAW
Museum Counterproposal**

Discipline and Discharge

1. No employee shall be disciplined or discharged without just cause.
2. The Whitney shall notify the Union, the Unit Chair and the affected employee(s) in writing within forty-eight (48) hours of a discharge, and seventy two (72) hours of any other disciplinary action with the reason for the discharge or disciplinary action.

OK MR
4/19/22

Whitney Museum Union – Local 2110 UAW

April 19, 2022

Labor-Management Committee

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. The Museum Director shall meet with representatives of the Union once a year with advance notice of the meeting and the items to be discussed.

O/S MUR
4/19/22

ARTICLE ____

Grievance and Arbitration

A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement. 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

Procedure:

1. First Step: The employee and/or a representative of the Union shall initially discuss the grievance with the employee's immediate supervisor within thirty (30) calendar days from when the Grievant or the Union knew or should have known about the grievance. A response to the grievance shall be provided to the Union within ten (10) business days of receipt of the grievance.
2. Second Step: If not resolved at Step One, the Union shall file the grievance in writing with the Chief of the Office of People and Culture within ten (10) business days of receipt of the response in Step One. A meeting to discuss the grievance shall be held with the Director or their designee, Union representatives, and the grievant within ten (10) business days of the receipt of the written grievance. The Director or designee shall issue a written response to the grievance within ten (10) business days after the meeting.
3. Arbitration: If not resolved in Step Two, either the Union or the Employer shall have a right to submit the grievance to arbitration within thirty (30) days of receipt of the written decision issued in Step Two. The grievance shall be submitted to final and binding arbitration to the American Arbitration Association under the voluntary labor rules of the American Arbitration Association. The fees of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.
4. The decision of an arbitrator shall be final and binding on both parties.
5. Grievances concerning the termination of an employee, denial of vacation or leave to an employee, health and

safety matters, or grievances that concern employees from more than one department may be filed by the Union at Step Two of the procedure.



6. Employees shall have a right to Union representation at each step of the procedure.
7. In the event that the Museum does not comply with the foregoing time limits, the Union may advance the grievance to the next step. Except for good cause, if the Union does not submit the grievance in a timely fashion, the grievance shall be considered resolved.
8. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

Christy P. Mellanpe
For Whitney Museum of American Art

Date: _____



[Signature]
For Local 2110 UAW

Date: 4/19/22

WMAA/Local 2110 Proposal	
Article: Health, Safety, and Workplace Conditions	Date: 02/24/2023
T/A: Whitney Museum	T/A: Local 2110
 02/27/23	 2/25/23

Health, Safety, and Workplace Conditions

1. The Whitney shall provide a safe and healthful workspace.
2. Health and Safety Committee: The Union shall appoint two members to serve on the Museum's Situational Response Team (SRT).
3. The Whitney shall provide ongoing health and safety training to employees, including but not limited to evacuation, fire safety, active shooter training, ergonomics, etc.
4. The Whitney shall provide appropriate and safe equipment for employees' usage.
5. Ergonomics: Ergonomic considerations shall be a factor in Whitney's selection of furniture and other equipment.
6. VME Staff: Whitney shall provide appropriate clothing and protective equipment.
The Museum will provide relief seating consistent with operational necessity when feasible. Whenever possible, in severe weather, posts will be adjusted to limit staff exposure to the elements.
7. Hazard Pay: Employees required to work on the Museum premises on days when other employees are required to work off the Museum premises because of hazardous conditions, shall be paid time and a half.
8. Flood Wall: Facilities employees required to perform flood wall work shall receive appropriate additional compensation of a minimum of \$300 per shift for normal installation and a minimum of \$600 per shift in an actual surge.
9. Facilities Staff: The museum shall provide an allowance of \$150 for appropriate safety shoes after a year of service with receipts.

WMAA/Local 2110 Proposal	
Article: Arrangement	Flexible Work Date: 10/12/2022 11/1/22
T/A: Whitney Museum C. Mellampe	T/A: Local 2110   11/1/22

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Flexible Work Arrangements

Employee requests to work hybrid, remote or flexible schedules shall not be unreasonably denied.

It is understood that employees in Visitor and Member Experience, Facilities are required to be onsite and cannot work remotely.

WMAA/Local 2110 Proposal	
Article: Information to the Union	Date: 02/27/2023
T/A: Whitney Museum I. Acuneda 02/27/23	T/A: Local 2110 M. Me 2/27/23

Information to the Union

1. The Museum will notify the Union and the Unit Chair of new hires within the bargaining unit within ten (10) days, including name, email address, date of hire, job title, division, department, salary, classification, exempt/non-exempt status, part-time/ full-time status.
2. If possible The Museum will notify the Union and the Unit Chair of resignations within the bargaining unit within twenty one (21) days of occurrence, including name and date of resignation.
3. The Museum will notify the Union and the Unit Chair of transfers, promotions, relocations, merit increases, reclassifications, title changes, changes in reporting relationships, and changes in job description within twenty-one (21) calendar days of occurrence.

WMAA/Local 2110 Proposal	
Article: Union Security and V-Cap	Date: 11/01/2022
T/A: Whitney Museum C. Mollampe	T/A: Local 2110 [Signature] 11/1/22


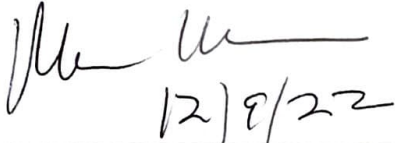
Union Security and V-CAP

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 the Museum harmless from any recovery of damages sustained including reasonable attorney's fees by reason of any action taken under this Article.
4. 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.
5. 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.
6. 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.
7. The Museum shall provide new hires with an introductory letter signed by the Union per Exhibit [redacted], a Union membership form, and a copy of the Agreement. which shall be provided as a link in the introductory letter A Union representative shall be entitled to hold a Union orientation meeting with a new employee during work hours at the end of the Whitney Orientation session which will usually take place within one month of the date that the employee was hired.
8. The Museum agrees to deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has

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 Bobn Jo
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 11/1/22

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 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.
- c. 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.

WMAA/Local 2110 Proposal	
Article: Layoffs	Date: 12/09/2022
T/A: Whitney Museum  December 9, 2022	T/A: Local 2110 


Layoff Proposal
December 9, 2022
Layoffs

1. Where possible, the Whitney shall provide no less than thirty (30) days advance notice of a layoff. Notice shall be given to the Union, the Unit Chair and to any affected employee(s). In the event that such notice is not possible, the employee will receive pay in lieu of notice.
2. In the event of a layoff, the least senior employee in the classification or among equivalent classifications shall be laid off first provided the remaining employees have the skill and ability to perform the work. In the event that the affected employee is qualified to fill a vacant position at the Museum, 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, the vacancy shall be offered first to the most senior of such qualified, laid off employees, provided the employee has the qualifications as determined by the Museum.
3. If a vacancy occurs for which a laid off employee is qualified at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position provided they notify the Museum in writing of their interest. In the event that there are two (2) or more such qualified employees who are on layoff status, the employee with the most seniority shall be offered the position provided that they have the skills as determined by the Museum.
4. Any employee who is laid off shall receive severance pay in the amount of two (2) weeks per year of service to a maximum of thirty (30) weeks. No employee shall receive less than four (4) weeks of severance pay. The employee's health coverage will be maintained until the first of the month following the severance period.

WMAA/Local 2110 Proposal	
Article: Temporary Assignments	Date: 10/12/2022
T/A: Whitney Museum <i>C. Mellampe</i>	T/A: Local 2110 <i>M. V.</i>

Temporary Assignments

In the event that an employee is assigned additional duties because of a vacancy which has not been filled or due to another employee's temporary absence of two (2) or more weeks, the employee shall receive ten percent (10%) of the employee's salary, beginning the first day of the temporary assignment.

WMAA/Local 2110 Proposal	
Article: Subcontracting	Date: 10/12/2022
T/A: Whitney Museum C. Mellame	T/A: Local 2110 

Article Subcontracting

There shall be no subcontracting that will result in the reduction of bargaining unit positions unless otherwise provided for in this Agreement. The Museum retains the right to hire as needed to meet the smooth operation of the institution.

WMAA/Local 2110 Proposal	
Article: Notice to the Union	Date: 12/09/2022
T/A: Whitney Museum C. Mellame December 9, 2022	T/A: Local 2110 Melen 12/9/22

Notice to the Union

Notice to the Union shall be in writing and sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union which is currently:

350 West 31st Street, 4th floor
New York, NY 10001



WMAA/Local 2110 Proposal	
Article: Union Rights	Date: 12/12/2022
T/A: Whitney Museum	T/A: Local 2110
C. Mellame December 12, 2022	<i>[Signature]</i> 12/14/22

Whitney Museum Union – Local 2110 UAW Proposal
December 12, 2022
Union Rights

1. Union representatives shall have reasonable access to the Museum premises for the purpose of conferring with its delegates and/or employees covered by this Agreement. Such visits shall not interfere with the Museum operations. Union representatives will notify the Museum reasonably in advance of such visits.
2. There shall be Union-designated space on the third-floor bulletin board for the union to use in the third floor break room.
3. The Unit Chair and up to three (3) Union delegates may shall be released to handle grievances without loss of pay. No more than two (2) such designated individuals shall be released at any one time except by mutual agreement. They shall also be released without loss of pay up to three days per year to attend Union training(s). which they may elect to do as unpaid time off or charge it to their paid time off.
4. Members of the unit shall be permitted to attend bargaining unit meetings during their lunch breaks or after work hours on dates and locations agreed to by the union and the Museum up to two (2) time per year released from work for one (1) hour up to two (2) times per year for the purpose of attending a unit meeting without loss of pay, on dates agreed upon by the Union and the Museum. Where possible, the Museum shall provide an appropriate space for such meetings. The Museum shall not unreasonably deny such requests.
5. The Museum shall not unreasonably deny a request to grant a union member an unpaid leave of absence for Union business.

and

MLC

WMAA/Local 2110 Proposal	
Article: Management Rights	Date: 12/15/2022
T/A: Whitney Museum  December 15, 2022	T/A: Local 2110  12/19/22

Management Rights

Except where this AGREEMENT expressly and specifically provides to the contrary:

- A. The management of the facility and the direction of the working forces, and the right to hire, suspend, transfer, layoff, promote, maintain efficiency, and discipline employees (up to and including discharge), to assign employees to jobs, shifts and to work overtime, to determine the amount of work needed, to determine the number of employees assigned to any operation, schedule and assign work, to establish, change, combine or discontinue job classifications, and to determine the job content of any classification, shall be vested exclusively in the EMPLOYER.
- B. The Employer shall have the exclusive right to determine the size and composition of its workforce, the basis for selection, retention, and promotion of employees, to discontinue, to introduce new and improved methods, **and to subcontract work where it determines the need to do so provided that it will not result in the reduction of bargaining unit positions. Members of the bargaining unit will first be considered for said work provided they have the skill and ability to do the work as determined in good faith by the Museum.** The Employer will determine the number and location of its facilities, to determine the location of the work, purchase equipment, and material to be used in the facility, import products, fix standards of quantity and quality of work done, determine the starting and quitting times, the number of hours to be worked, jobs or job duties, departments, work schedules, the number of shifts, and type of work, and to require adherence to safety rules.
- C. Rules.
The UNION further recognizes the right of the EMPLOYER to adopt and implement reasonable rules and regulations designed to promote efficiency, safe practices, and discipline.

Reserved Rights.

The enumeration of the rights of management as above described is not all-inclusive but indicates the type of matters or rights which belong to and are inherent to management and shall in no way constitute a waiver or abandonment of any other rights that are usual and customary for management. Any of the rights, powers, and authority the EMPLOYER had prior to entering this AGREEMENT are retained by the EMPLOYER except as expressly and specifically abridged, delegated, granted, or modified by this

AGREEMENT. Failure to put into effect any term, condition or provision of this **AGREEMENT** shall not be a waiver of such term, condition or provision.

Neither the **EMPLOYER** nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this **AGREEMENT**. Any modification of this **AGREEMENT** must be in writing duly executed by an authorized agent of the **EMPLOYER** and the **UNION**.

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Tentative Agreement

ARTICLE ____

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.

For Whitney Museum of American Art


For Local 2110 UAW

Date: _____

Date: 4/19/22

Tentative Agreement

ARTICLE ____

Nondiscrimination

Employees shall not be discriminated against on the basis of race, color, creed, age, religion, national origin, alien or citizenship status, sex, gender (including gender identity), sexual orientation, disability, union activity, arrest or conviction record, marital status, partnership status, veteran status, status as a victim of domestic violence or other status protected by federal, state or local law or ordinance.

For Whitney Museum of American Art



For Local 2110 UAW

Date: _____

Date: 4/15/22

WMAA/Local 2110 Proposal	
Article: Successorship	Date: 10/12/2022
T/A: Whitney Museum C. Mellamp	T/A: Local 2110 M. K. —

Successorship

This Agreement shall be binding upon all successors and assignees of the Whitney Museum.

ARTICLE ____

Transfers

Employees shall be able to transfer to other positions for which they qualify. Qualified internal applicants shall be selected before outside applicants provided they have the skill and ability as determined by the Museum to perform the work. Where two or more qualified internal applicants, with equal skill and ability apply, the employee with greater seniority shall be selected provided they have the skills as determined by the Museum to perform the work.

For Whitney Museum of American Art



For Local 2110 UAW

Date: _____

Date: 7/29/22

WMAA/Local 2110 Proposal	
Article: Professional Development	Date: 10/12/2022
T/A: Whitney Museum C. Mellamper	T/A: Local 2110 MM K

Professional Development

The Museum will support the employee's professional development. Employee's may apply for funding for courses, workshops, conferences that will enhance their professional development at the Museum. The Museum will not unreasonably deny requests for funding.

Tentative Agreement

ARTICLE ____

Posting of Vacancies

Vacancies shall be posted internally-by staff email five (5) days prior to advertising externally. A copy of the email shall be sent to the Union. Postings shall specify bargaining unit status and shall include job title, hiring salary range and a short description of responsibilities and qualifications.


For Whitney Museum of American Art



For Local 2110 UAW

Date: _____

Date: 4/19/22

WMAA/Local 2110 Proposal		
Article:	Personal Work	Date: 10/12/2022
T/A: Whitney Museum		T/A: Local 2110
C. Mellampe		

Personal Work

No bargaining unit member shall be required to do personal work for their immediate supervisor or any other employee. "Personal work" means work for which the employee's supervisor or the other employee is not compensated. "Personal work" does not include work that is in an employee's job description, or work related to concierge and/or artist services in connection with any Whitney Museum entertainment, special events (including the Gala, Museum related receptions and dinners), programs, travel, or other activity. These examples are not intended to be an exhaustive list.

ARTICLE ____

Personnel Files

1. An employee shall have a right to review all material in their Personnel File with five (5) business days' notice to the Office of People and Culture. Such material shall be reviewed within the offices of the Office of People and Culture. The Museum shall not unreasonably deny an employee copies of the material within their file.
2. All materials in an individual's employment file shall remain confidential and shall not be shared outside the Museum without the employee's written consent. Only authorized supervisors and designated Museum representatives or agents will have access to an employee's personnel file. The Museum will cooperate and provide access to an employee's personnel file to local, state and federal agencies in accordance with applicable law.
3. Confidential health/medical records will be kept separately from an employee's personnel file.


For Whitney Museum of American Art

Date: _____




For Local 2110 UAW

Date: 4/18/22

WMAA/Local 2110 Proposal		
Article:	Additional Hours	Date: 10/12/2022
T/A: Whitney Museum		T/A: Local 2110
C. Mellisampe		

Additional Hours

If additional hours of work are available, whenever possible, they will be offered to current employees prior to hiring new employees or retaining temporary employees.

WMAA/Local 2110 Proposal	
Article: No Strike No Lockout	Date: 11/15/2022
T/A: Whitney Museum	T/A: Local 2110
C. Mellampe 11-15-2022	

No Strike No Lockout

1. During the term of this Agreement, or any extension or renewal thereof, the Union agrees that there will be no strike, slowdown, boycott, work stoppage, sympathy strike or concerted interference with the Employer's operations. The Union, its officers and agents further agrees that they will not encourage, condone, aid or support any such strikes, slowdowns, boycotts, work stoppages or concerted interference with the Employer's operations. Employees shall not be required to cross the picket line at another employer in connection with their employment at the Whitney. The Employer agrees it will not affect or engage in a lockout against employees covered hereunder during the term of this Agreement, or any extension or renewal thereof.
2. Where an unauthorized strike, slowdown, boycott, work stoppage or concerted interference with the Employer's operations occurs, the Union will make immediate and substantial efforts to return its members to their respective jobs and shall direct its members to cease any strike, slowdown, boycott, work stoppage or other concerted interference with the Employer's operations. The Union shall at the request of the Employer; Publicly disavow such action by Employees; Notify Employees of its disapproval of such action and instruct such Employees to return to work immediately.