

**The Midori Foundation, Inc. (“M&F”) and Associated Musicians of Greater New York,
Local 802 AFM (“Union”)**

Memorandum of Agreement

June 1, 2022

The Midori Foundation, Inc. (“M&F” or “Employer”) and the Associated Musicians of Greater New York, Local 802 AFM (“Local 802” or “Union”) hereby agree that the terms of the Parties’ collective bargaining agreement, dated February 17, 2017, shall continue in full force and effect, except as modified below:

I. Article 3 – Wage Rates

A. Strike Article 3, Section A and replace with the following:

“The following minimum rates shall apply to all Teaching Artists:

Effective July 1, 2022: \$60 per class period (for teaching) and per hour (for other paid work)

Effective July 1, 2023: \$61 per class period (for teaching) and per hour (for other paid work)

Effective July 1, 2024: \$62 per class period (for teaching) and per hour (for other paid work)

B. Strike Article 3, Section B and replace with the following:

“The wage rate for non-teaching work shall be paid at the TA’s class rate. Professional development shall be paid at the minimum class rate in effect at the time, with a minimum payment of two classes.”

II. Article 4 – Wage Increases

Strike Article 4 and replace with the following:

“Effective July 1, 2022: 5% wage increase

Effective July 1, 2023: 3.5% wage increase

Effective July 1, 2024: 3.5% wage increase”

III. Article 6 – Pension Contribution

In Article 6, Section A, strike from “The Organization...” through and including the contribution percentages, and replace with the following:

“The Organization shall contribute to the American Federation of Musicians and Employers’ Pension Fund (“AFM-EPF”) for all Teaching Artists covered by this Agreement as follows:

Effective July 1, 2022, 13.5%”

This contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

IV. Article 7 – Health Insurance

A. In Article 7, Section A, strike the amounts and replace with the following:

Effective January 1, 2022: \$14 per class period or hour

Effective July 1, 2023: \$15 per class period or hour

Effective July 1, 2024: \$16 per class period or hour

B. Strike the paragraph immediately below the contribution amounts and replace with the following:

“Beginning on July 1, 2022, health fund contributions shall be made in two-lump sum payments to the Plan or to the bargaining unit members pursuant to the cafeteria plan program as set forth below, each year payable on or before February 15th, provided, however, that M&F shall make a good-faith effort to make the payments on or before February 1st (for the preceding period of July 1 through January 15th), and on or before August 1st (for the preceding period of January 16th through June 30th), , provided, however, that M&F shall make a good-faith effort to make the payment on or before July 15th, respectively.”

C. In Article 7, Section B, add reference to New York State Sick Leave Law. Strike current language in Section B and replace with the following (only the changes from the existing CBA are reflected in tracked changes):

The rules of the NYC Earned Sick Time Act and New York State Sick Leave Law (the “Sick Time Laws”), as they pertain to Midori & Friends Teaching Artists will be incorporated into this Collective Bargaining Agreement, as of the effective date of the agreement, as a contractual obligation. Accordingly, M&F shall provide, as a contractual obligation, paid sick leave to TAs in accordance with all of the accrual and usage terms of

the Sick Time Laws.* In light of the fact that the time off benefits provided to TAs meet or exceed those provided under the applicable Sick Time Laws, the provisions of these Sick Time Laws are hereby waived.

D. Add a new Section C, as follows:

“M&F shall provide an annual statement of accrued and used sick leave to each TA and a copy to the Union, at the beginning of each school year.”

V. Article 10 – Seniority

Replace the first paragraph of Article 10, Section D, Sub-Section 1 with the following:

“Classes may be offered either in writing, by email, by text message, or phone call. M&F will also utilize its best efforts to offer classes via the smartphone application. To alleviate the overall time for M&F to fill TAs positions for open classes, M&F will distribute the ‘tentative’ class schedule offer to all TAs, who will advise as to their availability to accept or reject the offered classes. TAs will then be notified which classes they accepted that they will be assigned, which will be based on seniority as set forth in this Agreement. If Midori does not hear back from a TA within 2 business days, they shall make best efforts to contact the TA via text, email, and smartphone application. If the TA notifies Midori that he/she needs additional time to respond, the TAs shall receive an additional 3 business days to respond.

Replace the second paragraph of Article 10, Section D, Sub-Section 1 with the following:

If an acceptance or rejection is not received by the Organization from the Teaching Artist within two (2) business days of the initial tentative offer, the offer shall be deemed rejected, unless additional time has been provided. A Teaching Artist is required to accept the total number of offered classes or assignments at a particular school, unless the Organization’s Executive Director in his/her sole discretion agrees in writing to a partial acceptance.

VI. Article 12 – Schools

In Article 12, Section A, strike and replace the second-to-last paragraph with the following:

“If a school no longer wishes to use a Teaching Artist, they must put their request for a new TA in writing to Midori & Friends and a copy shall be sent to the Union and the TA. The TA and the Union agree not to contact the school in response to or with respect to such notice.”

* Pursuant to the Rehabilitation Plan, the effective contribution rate is inclusive of the 9% AFM0-EPF surcharge.

VII. Article 15 – Non-Discrimination

In Article 14, strike “or” after “union activity” and add the following after “sexual orientation”:

“Racial identity, ethnic background, religion, spiritual beliefs, gender, gender identity, gender expression, political beliefs, age, disability, genetic information, and veteran status.”

VIII. Article 17 – Dispute Resolution

In Article 17, Section, strike “five (5) calendar days” and replace with “fourteen (14) calendar days.”

IX. Article 22 – Contract Term

This Agreement shall be in full force and effect from January 1, 2022, through midnight June 30, 2025.

This MOA is subject to the approval of the Union’s Executive Board and the ratification of the Midori & Friends collective bargaining unit.

FOR THE UNION:

Harvey S. Mars
Harvey S. Mars, Recording Vice President
Associated Musicians of Greater NY
Local 802, AFM

Date: 6/24/2022

FOR THE EMPLOYER:

Larisa Gelman
Larisa Gelman, Executive Director
Midori & Friends

Date: 6/24/22