

AGREEMENT BETWEEN
MUSEUM OF THE CITY OF NEW YORK
AND
DISTRICT COUNCIL 37 AND ITS AFFILIATED LOCAL 1665
AFSCME, AFL-CIO

JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

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Agreement entered into this day ____ of __ _ by and between the Museum of the City of New York, organized under the laws of the State of New York (hereinafter called the "Employer" or "M museum"), and Local 1665, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the "Union"), for the two year period commencing January 1, 2008 and ending December 31, 2010.

ARTICLE I

RECOGNITION

Section 1 The Museum recognizes the Union during the term of this Agreement as representative of all persons now or hereafter employed by the Museum on a full-time basis in the following titles: Supervising Museum Attendant Guard, Senior Museum Attendant Guard, Museum Attendant Guard, Museum Maintainer, Assistant Museum Maintainer, Museum Custodian, Principal Preparator, Laborer and Museum Technician.

Section 2 The term "employees" as used in this Agreement is limited to employees in the bargaining unit as defined in Section 1 of this Article.

Section 3 The Museum agrees that during the term of this Agreement it will not recognize any other union as the representative of the employees unless required to do so by law.

Section 4 The Museum shall not interfere with the right of any employee to become a member of the Union. The Museum shall not discriminate against, interfere with, or coerce any employee because of his or her membership in the Union.

Section 5 Neither the Union nor its members shall intimidate, interfere with, or coerce any person employed by the Museum in any capacity. No Union business, including among other things, collection of penalties or assessments, solicitation of members or drives for membership, shall be carried on during working hours, nor shall any Union meetings be held on the premises of the Museum without prior permission by the Museum authorities.

Section 6 Nothing herein shall be construed to preclude or restrict the right of each employee covered by this Agreement to consult directly with the Museum, or the right of the Museum to consult directly with any such employee, on any matter relating to the terms or conditions of employment or otherwise, except that as to matters which are proper subjects of collective bargaining the Museum shall negotiate only with the Union.

ARTICLE II

UNION MEMBERSHIP

Section 1 The Museum will deduct from the wages and turn over to the proper officers of the Union the regular Union dues of such members as certified in writing that they authorized such deductions. Such authorization shall be in a form acceptable to the Museum.

Section 2 All employees covered by this Agreement who are now or who hereafter become members of the Union in good standing, shall, as a condition of employment, maintain their Union membership in good standing during the term of this Agreement. All employees not now members of the Union in good standing and all new employees who are hereafter hired shall, as a condition of employment, become members of the Union in good standing on the 31st day after the execution of this Agreement or upon completion of a probationary period of ninety (90) days, whichever is later. Tender by an employee of the initiation fee, which shall not exceed five dollars (\$5.00) per new member during the life of this Agreement, and the periodic dues uniformly required as a condition of membership in the Union shall constitute membership in the Union in good standing for the purpose of this provision.

ARTICLE III

MANAGEMENT FUNCTIONS AND PREROGATIVES

Section 1 Except t as otherwise provided in this Agreement, the Museum shall have the sole right to direct and control any and all operations of the Museum and all persons employed by it, including right to hire, transfer, promote, demote, suspend or discharge any such person for any cause which in the judgment of the Museum may affect the efficiency y of the Museum's operations, and the Museum's decision in such matters shall not be subject to contest or review by the Union or any member thereof except under the Grievance Procedure set forth in Article XI of this Agreement.

Section 2 The Museum may continue in effect, and may from time to time amend or issue new, such rules and regulations as it may deem necessary and proper for the conduct of Museum operations, provided that the same are not contrary to any of the express provisions of this Agreement. Union members shall observe such rules and regulations.

ARTICLE IV

WORK SCHEDULE, OVERTIME, AND PREMIUM PAY

Section 1 The regularly scheduled work week for all employees in the bargaining unit shall be forty (40) hours as scheduled by the Museum.

Section 2 Employees shall be paid one and one-half (1 ½) times their regular pay for hours actually worked in excess of forty (40) hours in a work week. Double time shall be paid for all work performed by an employee in excess of regularly scheduled hours of work on Sundays and holidays listed in Article VI and for all hours worked over forty-eight (48) hours in any one scheduled five-day week.

Section 3 Effective May 12, 2010, all employees required to work two or more hours overtime beyond the regularly scheduled work day, except authorized overtime compensated for in cash, will be entitled to the following meal allowance:

Continuous Hours Of Overtime	Meal Allowance
2	\$ 8.25
5	\$ 8.75
7	\$ 10.75
10	\$11.75
15	\$ 12.75

Section 4 In the event that no employee volunteers for a voluntary overtime assignment the following procedure shall be utilized by the Museum to assign involuntary overtime:

- a) A wheel shall be established for the assignment of involuntary overtime based on inverse seniority.
- b) The employee with the least seniority will be given an overtime assignment when there are no volunteers.
- c) If the next overtime assignment also requires involuntary overtime the next employee on the seniority wheel with the least seniority will be assigned the involuntary overtime.

- d) With each involuntary overtime assignment the wheel will be used until all employees based on inverse seniority have been required to work the involuntary overtime.
- e) When projects are considered that may involve contracting out, the Museum and the Union will discuss the job duties of the Museum Union employees. Before a project is "contracted out" the Museum will discuss with the departmental steward, the union's chapter chair and/or the assigned Museum representative from DC 37, the feasibility of doing the work "in house" as part of the employees' regularly scheduled work or on an overtime basis. If work for the Museum's employees is mutually deemed feasible, the Museum will assign the work to the Union members as per the contract (see above sections 4, a, b, c, d). If not deemed mutually acceptable to both the Museum and the Union, then the Museum retains its prerogative to "contract out" for services where deemed appropriate.
- f) The Museum, at its discretion, shall be allowed to continue its practice to hire outside day laborers or other non-union employees when union employees are unable to complete their assigned duties in a timely manner or when the Museum is left understaffed on a particular day.

Section 5 The Museum will post an overtime schedule for events two (2) weeks in advance of said events whenever practicable, so that employees can volunteer for said overtime assignment (s).

Section 6 Unanticipated emergency overtime not to exceed four (4) hours resulting from the need to complete a specific job shall not be subject to the requirements to equitably distribute overtime as set forth in Section 4 of this Article.

Section 7 Where possible, the Museum will not require employees to work more than two (2) consecutive work shifts in a twenty-four (24) hour period.

Section 8 The following break times will be established for all employees. Break times shall be scheduled by the Museum.

- a) Attendant Guards and Custodians: Fifteen (15) minutes in the morning for the break. Fifteen (15) minutes clean up in the morning for Attendant Guards assigned by the Museum to clean only. Fifteen (15) minutes in the afternoon for the break.

- b) Maintenance Staff: Twenty (20) minutes in the morning for the break.
Twenty (20) minutes in the afternoon for the break.

Section 9 All employees in the title of Museum Attendant-Guard who perform the more strenuous duties of loading and unloading trucks and truck deliveries shall receive a fifty percent (50%) cash premium for all hours so worked.

Section 10 Employees recalled from home to work after regularly scheduled hours of work or on their regular day off shall receive a minimum of four (4) hours of double time in cash or time, at the option of the employee.

ARTICLE V

GROUP INSURANCE AND PENSIONS

Section 1 In accordance with present procedure, the free choice of medical insurance plans shall continue in effect, provided the funds for such coverage continue to be furnished by the City of New York.

Section 2 The present Pension Plan and Group Life Insurance provided by the Cultural Institutions Retirement System (hereinafter referred to as the C.I.R.S.) shall be maintained during the term of this Agreement provided, however, that the City of New York continues to participate in the C.I.R.S. should at any time the City of New York withdraw from the C.I.R.S., the Museum reserves the right to also withdraw from the C.I.R.S. at the same time, and is under no obligation to provide a substitute Pension Plan.

Section 3 To the extent that the City of New York funds payments for supplemental health and welfare benefits, the Museum agrees to contribute such sums to the District Council 37 Cultural Institutions Health and Security Plan Trust to provide such benefits as are set forth by the Plan and schedule of benefits adopted by the Trustees of the District Council 37 Cultural Institutions Health and Security Plan Trust, and the Museum agrees to make payments equal to the amount funded by the City of New York for such purpose and on behalf of private employees also covered by this Agreement. Employees who have been separated from service by retirement subsequent to June 30, 1970, and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Union and the Employer, shall continue to be so covered subject to the provisions hereof on the same contributing basis as incumbent employees provided that funds shall be provided only for such time as said retirees survive and

receive or are entitled to receive benefits or payments from the Cultural Institution Retirement System.

Section 4 The Union further agrees to hold the Museum and/or its officials harmless against any claims arising out of the receipt and/or transmission of the aforesaid payments, and/or failure of the District Council 37 Cultural Institutions Health and Security Plan Trust to carry out the terms of any agreement between it and the City of New York.

ARTICLE VI

HOLIDAYS

Section 1 The following shall be paid holidays irrespective of the day of the week on which they occur:

New Year's Day	July 4th
Labor Day	Columbus Day
Martin Luther King Jr.'s Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day

Employees who fail to work their fully scheduled work days immediately preceding and following the observed day of a holiday shall forfeit holiday pay for that holiday unless they provide the Museum with a doctor's note immediately upon their return to work.

Section 2 If the regular day off of any employee shall fall on any such holiday, he/she shall receive at the option of the Employer either:

- a) An additional day off with pay at a time designated by the Employer, or
- b) An extra day's pay for each such holiday.

Section 3 If the employee is granted the provisions in Section 2A above, the holiday leave credit must be used within six (6) months of its accrual, except when the failure to use such holiday leave credit is due to the action of the employer requiring the employee to be on duty or prior approval of the employer is received. If the exceptions outlined above occur the employee will be allowed to carry over the holiday leave credit into the next six (6) months.

ARTICLE VII
ANNUAL LEAVE

Section 1 A combined vacation, personal business and religious holiday leave allowance, known as "annual leave allowance", shall be granted with full pay on the following basis:

<u>Category</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
a. For employees hired prior to January 1, 1957	2 1/4 days	27 days (five weeks and two days)
b. For employees appointed after January 1, 1957		
Years of Service		
Prior to the beginning of the 8th year	1 2/3 days	20 days (four weeks)
At the beginning of the 8th year	2 days plus one additional day at the end of the leave year	25 days (five weeks)
	0	
At the beginning of the 15th year	2 days plus one	25 days (five weeks and two days)

*Total after one full leave year at the monthly accrual rate.

Section 2 Annual Leave for New Hires

a. The annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

<u>Years in Service At the beginning of the employee's 1st year.</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
	10 work days	1 day per month after the first 2 months.

At the beginning of the employee's 2 nd year.	13 work days	1 day per month plus 1 additional day at the end of the 2 nd year.
At the beginning of the employee's 3 rd year.	13 work days	1 day per month plus 1 additional day at the end of the 3 rd year.
At the beginning of the employee's 4 th year.	15 work days	1.25 days per month.
At the beginning of the employee's 5 th year.	20 work days	1 2/3 days per month.
At the beginning of the employee's 8 th year.	25 work days	2 days per month plus one additional day at the end of the leave year.
At the beginning of the employee's 15 th year.	27 work days	2 ¼ days per days per month.

- b. Effective July 1, 1991, the annual leave allowance for Employees hired on or after July 1, 1985 shall accrue as follows:

<u>Years in Service</u>	<u>Annual Leave Allowance</u>	<u>Monthly Accrual</u>
At the beginning of the employee's 1st year.	15 work days	1.25 days per month.
At the beginning of the employee's 5 th year.	20 work days	1 2/3 days per month.
At the beginning the employee's 8 th year.	25 work days	2 days per month plus one additional day

At the beginning of the employee's 15 th year.	27 work days	at the end of the year. 2 ¼ days per month.
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c. Effective July 1, 2004, the annual leave allowance for Employees hired on or after July 1, 2004, shall accrue as follows:

Years in Service	<u>Annual Leave</u> Allowance	<u>Monthly Accrual</u>
At the beginning of the employee's 1st year	15 work days	1.25 days per month
At the beginning of the employee's 5th year	16 work days	1.33 days per month
At the beginning of the employee's 6th year	17 work days	1.42 days per month
At the beginning of the employee's 7th year	18 work days	1.50 days per month
At the beginning of the employee's 8th year	19 work days	1.58 days per month
At the beginning of the employee's 9th year	20 work days	1.67 days per month
At the beginning of the employee's 10th year	21 work days	1.75 days per month
At the beginning of the employee's 11th year	22 work days	1.83 days per month
At the beginning of the employee's 12th year	23 work days	1.92 days per month
At the beginning of the employee's 13th year	24 work days	2.00 days per month
At the beginning of the employee's 14th year	25 work days	2.08 days per month
At the beginning of the employee's 17th year	27 work days	2.25 days per month

Section 4 While on annual leave with pay or sick leave with pay, an employee shall continue to earn annual leave credits in accordance with the "monthly accrual" in the foregoing table.

Section 5 Annual leave credits shall be based upon a "vacation year" beginning January 1. All annual leave allowances standing to an employee's credit on December 31 and not used in the succeeding vacation period shall lapse and not be carried over to the next succeeding year, unless the failure to use such annual leave credit is due to the action of the Employer requiring the employee to be on duty during the vacation year, or the employee has received the prior approval of the Museum Administrator of the Employer. Employees shall be advised of their

leave credits (including holidays, sick leave and annual leave) carried over from the previous vacation year no later than January 30th.

Section 6 The maximum amount permitted to be carried over to the following year will be limited to one year's annual leave allowance. All other annual leave balances remaining on January 1 of each year will be transferred to sick leave credit.

Section 7 In preparing vacation schedules, employees with the longest service within each department will have prior consideration for their choice of vacation time. Vacation schedules shall be posted well in advance of the start of the summer vacation period. The Museum will attempt to honor the employee's vacation request as long as its staffing requirements are satisfied.

Section 8 Upon the resignation, retirement, or severance without cause of an employee, he or she shall receive payment for his or her unused accumulated annual leave.

Section 9 No annual leave credit shall be earned by an Employee while on leave without pay.

Section 10 All absences for personal reasons or other absence not specifically authorized under these regulations as leave with pay shall be charged against an employee's annual leave credit.

Section 11 Where fractional days are involved in prorating leave, the leave will be for the nearest number of whole days to which the employee is entitled.

ARTICLE VIII

SICK LEAVE

Section 1 Sick leave credit with full pay of one work day per month of service shall be credited to all employees and shall be used only for personal illness of the employee. The number of sick leave allowance days permitted to accumulate shall be two hundred forty (240) days; an employee's sick leave balance reserve bank shall be transferred to his or her regular sick leave balance. Existing balances to the credit of employees at the present time shall remain to their credit.

Section 2 The Museum may at its discretion, request proof of illness from the employee's attending physician, when an employee has been out sick for more than three (3) consecutive work days. Such proof must be submitted within five (5) working days of the Museum's request

for proof. The Museum may also, at its sole discretion, require a doctor's certificate from the employee's attending physician as a condition of granting sick leave for any days immediately preceding or following the employee's regularly scheduled days off or scheduled vacation. In addition, the Museum may at its discretion request proof of illness when a pattern exists which may indicate an abuse of such sick leave.

For any employees newly hired on or after July 1, 2004, a maximum sick leave accrual of ten (10) days per annum for the first five (5) years of service shall apply. At the beginning of the sixth year of service, the maximum sick leave accrual shall be twelve (12) days per annum.

Section 3 -If an employee is hospitalized while on annual leave, the period of such verified hospitalization shall be charged to sick leave, not to annual leave. Where an employee is seriously disabled but not hospitalized while on annual leave, the Administration may, at its discretion, approve changing the period of such disability to sick leave, not to annual leave. The decision of the Museum in such matters shall be final and shall not be subject to appeal under the Grievance Procedure.

Section 4 Employees who have exhausted all earned sick leave and annual credits due to personal illness may, at the discretion of the Employer, be granted unearned sick leave, chargeable against future sick leave.

Section 5 No provision herein shall be construed either to increase or decrease the sick leave accumulated for any employee as of the effective date of this Agreement.

Section 6 The position of any employee who shall be unable to resume his or her duties upon the expiration of his accumulated sick and annual leave may, at the option of the Museum, be declared vacant.

Section 7 Nothing herein shall be deemed to affect the right of the Museum, at its option, to grant a premature retirement for disability.

Section 8 Upon the resignation, retirement or severance of an employee (and whether he or she is then on sick leave, or not), he or she shall not be entitled to any further sick leave benefits or to any payment on account of unused sick leave.

Section 9 If an employee who has been laid off is reinstated to a permanent position, any unused sick leave balance at the time of his or her **layoff** shall be restored to his or **her credit**.

ARTICLE IX

AUTHORIZED ABSENCES WITH PAY

Section 1

An employee shall be granted leave with pay:

- (a) When there is a death in the immediate family of the employee, but not to exceed five (5) work days. The term "immediate family" means spouse, parent, child, brother, sister, father-in-law, mother-in-law, stepmother, stepfather, grandparents, any relative residing in the employee's household or domestic partner residing in the employee's household. The employee must provide satisfactory evidence of death upon the employee's return to work. If the employee does not submit evidence satisfactory to the Museum, said leave will not be paid and the employee may be subject to discipline for unauthorized leave.
- b) When there is death of a domestic partner or the death of a parent or child of such domestic partner, or death of a relative of such domestic partner residing in the household as per Mayor's Executive Order No.123 dated August 7, 1989.
- c) For jury duty, provided all jury fees, including expenses are refunded to the Employer.
- d) For attendance in court under a subpoena or a court order.
- e) To comply with a Health Department regulation with respect to quarantine of his or her household.
- f) To attend any negotiation or conference with the Employer or with any governmental agency as employee representative duly designated by the Union, provided, however, that for the protection and safety of the Employer's collections, the total number of such representatives shall not exceed five in number where such negotiations or conferences are held within the Museum, or three in number if held outside the Museum.

Section 2

Military Leave: Employees may be granted leave of absence with pay for the purpose of attending a convention or encampment of any generally recognized organization composed of veterans of wars in which the United States has participated or for the National Guard activities, subject to the following:

- a) Requests for such absence must be made at least one month prior to absence.

- b) Upon return from such absence, the employee must produce a certificate from an authorized official of the organization certifying he or she was in attendance at the convention or encampment for which leave of absence was granted.
- c) Attendance at conventions, with no loss of Museum pay, is limited to official delegates of the organization holding the convention and must not exceed one week, plus reasonable time required to travel to and from the convention. Leave with no loss of Museum pay will be granted for National Guard and Active Reserve training and encampments up to thirty (30) days, in addition to regular vacation.
- e) Military leave will be granted only once in any one calendar year.

ARTICLE X

ABSENCES WITHOUT PAY

Section 1 Other leaves of absence required by law shall be granted without pay.

Section 2 Employees who are officers of the Union or delegates duly selected by the Union, not exceeding three (3) in number, shall be entitled to leave without pay to attend Union international conventions and District Council conferences, provided that the total aggregate number of such leaves in any two year period for any one employee shall not exceed eight (8) work days.

Section 3 Leaves of absence without pay not hereinbefore mentioned may be granted only in exceptional circumstances at the discretion of the Employer and after written approval thereof from the Director or his/her representative.

Section 4 No absences under this Article may be taken by an employee except after two weeks' notice to his Department Head, unless under Section 1 hereof such notice was impossible.

Section 5 An employee may not accumulate sick leave or annual leave credit while on leave without pay.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 -A grievance by an employee against the Employer shall be adjusted in the following manner:

Step I. Within ten (10) work days of the date of the cause of the employee shall present the matter to his/her Department Head who shall attempt to settle it.

Step II. The Grievance shall be deemed to have been satisfactorily disposed of under Step I unless within five (5) work days from the date of the decision of his Department Head or within the ten (10) work days after the grievance was submitted to such superior (whichever time period shall expire first) the employee presents a written statement of the grievance to the Grievance Committee (whose membership shall consist of two administrative officers to be selected from time to time by the Director) for settlement of the matter. Within five (5) work days from the receipt of such written statement a hearing shall be held before the Grievance Committee. The employer and his/her committee shall render a decision on the matter within three (3) work days after the hearing.

Step III. The grievance shall be deemed to have been satisfactorily disposed of under Step II unless within five (5) work days after receiving the determination of the Grievance Committee under Step II the employee presents an appeal in writing to the Director. Within five (5) work days from the receipt of such written appeal, and after reviewing the determination of the Grievance Committee, the Director may at his/her discretion conduct a further hearing and shall render his decision as soon as possible thereafter. The Director's decision shall be final and not subject to appeal or review except as provided in Step IV of this section and in Article **XIX**.

Step IV. In cases involving the dismissal or suspension of an employee having one or more years of service, the Union shall have the right to have the controversy submitted to an impartial arbitrator selected by and in accordance with the rules and procedures of the American Arbitration Association. The decision of the Arbitrator shall be final and binding on both parties, and the costs of the arbitration shall be borne equally by both parties.

Section 2 At any hearing before the Department Head, the Grievance Committee, or the Director at which the employee appears, s/he may appear with up to two (2) representatives of his or her own choosing who need not be employed by the Employer.

Section 3 Saturdays, Sundays and holidays recognized by the Employer and any days on which the Museum shall not be open to the public, shall be excluded from the computation of "work days" as said term is used in the foregoing provision of this procedure.

ARTICLE XII

TERMINAL BENEFITS

Section 1 Employees who are separated by voluntary or involuntary retirement, or by death, will be given terminal benefits as follows:

- a. All such employees, regardless of years of service, will receive pay for the number of days of vacation allowance, and other time due excluding Saturdays and Sundays, they have accrued on a prorated basis up to the date the separation is effective.
- b. Terminal leave, as presently computed, shall be granted as a matter of right rather than at the discretion of the Director, so long as the City of New York provides funds for this purpose. The present method of computation provides one month terminal pay allowance for every ten (10) years of service prorated for a fractional part thereof, or one (1) day of terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave, whichever terminal option is greater terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- c. For any employee newly hired on or after July 1, 2004, Terminal leave with pay shall be granted prior to final separation to employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each three (3) days of accumulated sick leave up to a maximum of one hundred-twenty (120) days of terminal leave. Such leave shall be computed on the basis of workdays rather than calendar days.
- d. In the event that an employee dies because of an injury arising out of and in the course of his employment through no fault of his or her own, and in the proper performance of his or her duties, a payment of \$25,000.00 will be made from funds other than those of the Retirement System in addition to any other payment

which may be made as a result of such death , provided all funds for such coverage continue to be provided by the City of New York. Such payment shall be made to:

- 1) the employee's widow or widower, if any; or if there be no widow or widower,
- 2) the employee's child or children, if any, in equal shares; or if there be no children,
- 3) the employee's estate.

Section 2 Employees separated for reasons other than retirement or death are not entitled to terminal benefits.

ARTICLE XIII

SENIORITY

Section 1 Length of continuous service in a given title shall constitute seniority for the purpose of promotion. Where skill and physical fitness as determined by the Employer are substantially equal, seniority in title shall govern for promotion.

Section 2 The Museum shall post all new positions and/or all vacancies within the Museum and all positions to be filled by promotion within the Museum and send a copy of the notice to the Union headquarters. Such notice shall be posted conspicuously as far as possible in advance of the effective date and shall remain posted for a period of at least two (2) weeks. During the first two (2) weeks of such posting there shall be no outside recruitment. Preference will be granted to present employees in filling any new positions and/or vacancies, and any promotions will be made in accordance with Section 1, above.

Section 3 All employees in the title of Museum Attendant-Guard who have served five (5) years in title shall be upgraded to the position of Senior Museum Attendant-Guard. The parties understand and agree such upgrading may or may not carry with it the supervisory responsibilities associated with the title of Senior Museum Attendant-Guard.

Section 4 Whenever it may be necessary to reduce the number of employees in any job category, separation shall be made in inverse order of seniority.

ARTICLE XIV

UNIFORMS

Section 1 From October 1 through April 30, employees shall wear winter uniforms. Between May 1, and June 15, the wearing of summer uniforms shall be in the discretion of the Superintendent or From June 15 through September 30, employees his/her designee shall wear summer uniforms.

Section 2 Employees will be provided with warm coats and outside winter gloves; insulated winter work boots will be issued for shoveling snow.

Section 3 Employees in the Museum Maintainer Occupational group and Custodian Occupational Group shall be provided with: three (3) sets of work clothes every eighteen (18) months, two (2) pairs of work gloves to be replaced as needed and two (2) pairs of work shoes every twenty four (24) months.

Section 4 Employees in the Attendant Guard Occupational group shall be provided with the following sets of uniforms: five (5) long and short sleeved shirts each, every thirty-six (36) months, two (2) pairs of all-weather pants every thirty six (36) months, one matching indoor jacket every thirty-six (36) months, one pair of work shoes, one pair of dress shoes by June 30, 1989, and one pair of dress shoes or work shoes at the option of the Museum eighteen (18) months after the distribution of the dress shoes. The Museum will replace the work gloves as needed.

Sections 5 Effective upon execution of the January 1, 2008 through December 31, 2010 Collective Bargaining Agreement reimbursement for work boots shall be increased from \$70.00 to \$100.00.

ARTICLE XV

NO STRIKE CLAUSE

There shall be during the term of this Agreement no strike, work stoppage, slowdown, picketing, or any other activity in any way obstructing or tending to obstruct any operation of the Museum, by the Union or employees. There shall likewise be no lockout during the effective term of this Agreement. Except that, in the event of a tripartite wage negotiations with the City of New York in respect to the titles or positions covered by this Agreement, the employees in such titles shall be exempt from the prohibition of striking for as long as the strike

is used for the sole purpose of effecting said wage negotiations provided, however, the Union will, during the term of this Agreement, always provide the Employer with a sufficient number of employees necessary if the museum is closed to the public by reason of such strike. In addition to the foregoing, the parties to this Agreement recognize that the collection of documents, prints, books, photographs, portraits, engraving, costumes, furniture, and all other objects and materials pertaining to or relating to the culture and history of the cultural heritage of mankind, and that their preservation for the education and enjoyment of this and future generations is a public duty.

ARTICLE XVI
CLASSIFICATION

Section 1 The job of each Museum employee covered by this contract shall be clearly defined in terms of function.

Section 2 Staff members will normally be assigned duties appropriate to their classification titles. They may not regularly be required to perform duties formally assigned to a higher or lower classification or duties which cannot reasonably be rated to the job description of the position. Exceptions will be permitted for training purposes, substitutions because of terminal and annual leaves, and emergencies requiring the temporary reassignment of duties vital to the performance of the Museum's functions.

- a) Job descriptions shall determine job duties. After consultation with the Museum, clear and precise descriptions shall be promulgated by the Museum for all titles. These Museum job descriptions shall govern the employee's job duties. These job descriptions are attached to this Agreement as Exhibit A.

ARTICLE XVII
CITY-WIDE BENEFITS

The Museum agrees to institute payment of the night shift differential of 10%, and such improvements in the Time and Leave Rules and Regulations granted by the City of New York, in accordance with the City-Wide Contract between District Council 37, AFSCME, AFL-CIO and the City of New York, for the employees covered by the Career and Salary Plan in the bargaining unit, provided all funds for coverage continue to be provided by the City of New York. Any further changes which are benefits granted or a

result of the City-Wide Contract with District Council 37 shall be extended to employees pursuant to this Article XVII.

ARTICLE XVIII

NON-DISCRIMINATION

Neither the Museum nor the Union shall discriminate against the employees on the basis of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or any other characteristic protected by federal, New York State and/or City law.

ARTICLE XIX

INTERPRETATION OF AGREEMENT

Any controversy between the parties concerning the interpretation of this Agreement will be submitted for arbitration and final and binding determination by the American Arbitration Association under its rules. The costs of such arbitration to be shared equally by both parties.

ARTICLE XX

POLITICAL CHECK-OFF

Section I District Council 37 having elected to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office shall have the exclusive right in conformance with applicable law to the check off for such political purposes in a manner as described in a supplemental agreement hereby incorporated by reference into this Agreement. Any eligible employee covered by this Agreement may voluntarily authorize in writing the deduction of such purpose in an authorization form acceptable to the employer which bears the signature of the employee.

A copy of the Summary Annual Report to the Federal Elections Commission ("FEC") of each fund shall be submitted by the appropriate participating union to the Comptroller and OLR at the time of its submission to the FEC.

ARTICLE XXI

PERSONNEL & PAY PRACTICES

Section 1 Museum Attendant/Guards may be assigned cleaning duties at any time at the Museum's direction as per job description.

Section 2 During the midnight to eight (12:00 a.m. - 8:00 a.m.) shift, the Museum will assign two (2) Museum Attendant/Guards and each Museum Attendant/Guard will be equipped with two-way radios.

Section 3 Museum Attendant/Guards will have the use of a stool while on duty. The stool will be placed in visible areas and used during lulls in visitation periods.

Section 4 The past practice of allowing employees to come in later than their normal tour when their workday fell on a Sunday or Holiday is terminated.

Section 5 Employees will be allowed to use one (1) day per year of their annual leave and/or compensatory leave time to take time off for their birthday.

Section 6 An employee who possess and maintains the following license(s) and is assigned by the Museum to maintain and update the applicable administrative logs as provided for under the law governing such licenses, will receive a license differential in the prorated annual amount of five hundred dollars (\$500.00): Boiler, Standpipe Sprinkler, and Fire Alarm.

Section 7 There shall be an automatic maturation from Junior Library Custodian to Assistant Library Custodian after three years of service.

ARTICLE XXII

RENEWAL

The Agreement shall be deemed to have been automatically renewed for a period of one year unless the Union or the Employer submits to the other party to this Agreement a written statement of changes or additions it desires at least sixty (60) days prior to the expiration date.

DISTRICT COUNCIL 37, AFSCME
LOCAL 1665, AFSCME, AFL-CIO

By: Lillian Roberts

MUSEUM OF THE CITY
OF NEW YORK

By: [Signature]

JOB DESCRIPTIONS

The following job description shall govern the Union employee's duties.

Museum Attendant Guard Job Description

Museum Attendant Guards performs the patrolling and static tasks of Museum guard duty, as well as general cleaning duties of their appointed posts and other areas as assigned.

Patrolling and static tasks of Museum Attendant Guard duty include but are not limited to:

1. Manual attendance recording.
2. Visitor screening where appropriate.
3. Preserving the safety of visitors to the Museum.
4. Preserving the safety of the objects on display at the Museum.
5. After hour Museum Attendant Guards will walk their designated patrols as assigned by Building Manager.
6. Museum Attendant Guard will inspect employee packages.
7. Incident reporting in writing.

General cleaning duties of Museum Attendant Guard include but are not limited to:

8. General cleaning of appointed post and exhibition areas.
9. General cleaning of post assigned by supervisor.
10. Cleaning of the elevator carpets and cabs when needed.
11. Response to unexpected building problems such as cleaning up rain leaks and toilet overflows and etc.
12. Event set-up and breakdowns subject to existing differential
13. Heavy package receiving and delivery
14. Assists with snow removal subject to existing differential.
15. Sweeping and general clean-up of sidewalks surrounding the Museum.
16. Keep entrance clean during inclement weather.
17. Will pick-up debris left by public.

JOB DESCRIPTIONS

The following job description shall govern the Union employee's duties.

Senior Museum Attendant Guard Job Description

Senior Attendant Guards performs the patrolling and static tasks of Museum guard duty, as well as general cleaning duties of their appointed posts and other areas as assigned.

Patrolling and static tasks of Senior Museum Attendant Guard duties include but is not limited to:

1. Manual attendance recording at both entrances.
2. Visitor screening where appropriate.
3. Preserving the safety of visitors to the Museum.
4. Preserving the safety of the objects on display at the Museum.
5. After hour Senior Museum Attendant Guards will walk their designated patrols.
6. Employee entrance Senior Museum Attendant Guard will inspect employee packages.
7. Lead floor officer for assigned post.
8. Monitor all Museum security surveillance systems.
9. Incident reporting in writing.
10. Coordinate on-line and off-line activation of security system with central station.

General cleaning duties of Senior Museum Attendant Guard include but are not limited to:

11. General cleaning of appointed post and exhibition areas, exhibition furniture, glass cases, plexiglass and etc.
12. General cleaning of post assigned by supervisor.
13. Response to unexpected building problems such as cleaning up rain leaks and toilet overflows and etc.
14. Event set-up and breakdowns subject to existing differential
15. Heavy package receiving and delivery
16. Assists with snow removal subject to existing differential.
17. Sweeping and general clean-up of sidewalks surrounding the Museum.
18. Keep entrance clean during inclement weather.
19. Will pick-up debris left by public.

JOB DESCRIPTIONS

The following job description shall govern the Union employee's duties.

Assistant Museum Maintainer Job Description

Assistant Museum Maintainer will perform responsible work in the maintenance and repair of the Museum buildings, equipment, and facility.

The Assistant Maintainers duties include, but are not limited to:

1. Assists with the repair and maintenance of the heating system.
2. Assists with the repair and maintenance of the plumbing fixtures.
3. Assist in the installation, removal and storage of air conditioners.
4. Assists with specialized work in relation to electrical fixtures.
5. Painting.
6. Assists in exhibition installation when assigned.
7. Delivery of supplies to various Museum departments.
8. Assists in the maintenance of all space both public and office in the Museum.
9. Monitors fire alarm system.
10. Cleaning and upkeep of workshops.
11. Cleaning and upkeep of boiler room.
12. Removes leaves and debris from flat roof after each rain.
13. Removes graffiti on a timely basis.
14. Furniture and collection moves when assigned.
15. Maintains open corridors at both basement and sub-basement levels.
16. Cleans where assigned using the appropriate cleaning agents.
17. Ability to use heavy duty cleaning apparatus and appropriate cleaning products, including, but not limited to pressure washer
18. Event set-up and breakdowns as requested
19. Heavy package receiving and delivery
20. Assists with snow removal subject to 25% differential for time actually worked performing snow removal duties
21. Response to unexpected building problems such as cleaning up rain leaks. Flooding, toilet overflows and etc.
22. Change light bulbs

JOB DESCRIPTIONS

The following job description shall govern the Union employee's duties.

Museum Maintainer Job Description

Museum Maintainer will perform responsible work in the maintenance and repair of the Museum buildings, equipment, and facility.

The Maintainers duties include, but are not limited to:

1. Light repair and maintenance of the heating system.
2. Light repair and maintenance of the plumbing fixtures.
3. Light repair and maintenance of electrical system.
4. Light repair and maintenance of HVAC system.
5. Light repair and maintenance of water system.
6. Routine cleaning and upkeep of workshops.
7. Routine cleaning and upkeep of boiler room.
8. Installation of air conditioners.
9. Specialized work in relation to electrical fixtures.
10. Painting throughout offices, halls and galleries.
11. Furniture and collection moves when assigned.
12. Light repair work.
13. Exhibition installation and building when needed.
14. Event set-up and breakdowns as requested.
15. Ability to use heavy duty cleaning apparatus and appropriate cleaning products, including, but not limited to, pressure washer
16. Heavy package receiving and delivery
17. Assists with snow removal subject to 25% differential for time actually worked performing snow removal duties
18. Response to unexpected building problems such as cleaning up rain leaks, flooding, toilet overflows, etc.
19. Assist in the opening and lockdown of building.
20. Change light bulbs.

JOB DESCRIPTIONS

The following job description shall govern the Union employee's duties.

Museum Custodian Job Description

Museum Custodian will perform responsible work in the cleaning and maintenance of the Museum buildings, equipment, and facility.

The Custodians duties include, but are not limited to:

1. Daily sweeping and mopping of all floors, hallways and stairways throughout the Museum.
2. Vacuuming.
3. Polishing of marble floors, stairs risers, stairwells, banisters and balustrades..
4. Quarterly floor stripping, waxing and polishing.
5. Daily trash removal from Museum's office and public spaces adhering to the NYC Dept. of Sanitation recycle rules and pick-up times.
6. Cleaning of all office spaces. Cleaning includes dusting of all desk and chair surfaces, vacuuming, dusting of windows and window surrounds, dusting bookcases and book shelves and all cleaning performed with the appropriate cleaning agents.
7. Routine cleaning of inside windows and window frames.
8. Installs and removes window treatments.
9. Replenish water bottles.
10. Furniture and collection moves when assigned.
11. Cleaning of sub-basement including washing of floors,
12. Cleaning of all restroom surfaces, walls and fixtures.
13. Daily cleaning with appropriate cleaning agents of slop sink areas plus washing of marble steps at front entrance, including marble staircase, front stoop and sweeping the brick walkway.
14. Ability to work at high ceiling levels as well as the ability to work on low floor levels.
15. Light touch-up painting when assigned.
16. Delivery of supplies and packages to various Museum departments.
17. Assist in the maintenance of Museum's outdoor spaces including watering, weeding and trimming planted areas.
18. Ability to use heavy duty cleaning apparatus and appropriate cleaning products including, but not limited to: floor polishers, snow blower, pressure washer, and carpet shampooer.
19. Daily cleaning of elevator carpets and cabs.
20. Daily vacuuming and dusting of Museum shop.
21. Assist with event set-up and breakdowns, as requested.
22. Heavy package receiving and delivery.
23. Assists with snow removal.
24. Sweeping and general clean-up of sidewalks surrounding the Museum.
25. Response to unexpected building problems such as cleaning up rain leaks, flooding, toilet overflows and etc.
26. Change light bulbs.