

ORIGINAL

AGREEMENT BETWEEN

THE HALL OF SCIENCE OF THE CITY OF NEW YORK, INC.

AND

LOCAL ~~3665~~ 1501

DISTRICT COUNCIL 37

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

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COLLECTIVE BARGAINING AGREEMENT entered into this _____ day of November 2000, by and between the Hall of Science of the City of New York, Inc. (hereinafter called the "Employer"), a corporation organized under the laws of the State of New York, and District Council 37 and its affiliated Local 1665 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter called the "Union"), for the period from July 1, 1995 through March 31, 2001.

WITNESSETH:

WHEREAS, the parties have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of all Employees now or hereafter employed on a full-time basis in the titles listed below:

Assistant Museum Maintainer

Museum Maintainer

Supervising Museum Maintainer

Museum Attendant-Guard

Senior Museum Attendant-Guard

Supervising Museum Attendant-Guard

Museum Instructor

Custodial Assistants

Section 2. For the purpose of this Agreement, the term "Employee" shall mean only those persons in the bargaining unit as defined in Section 1 of this Article. The term "Employee" shall not mean any persons now or hereafter employed on a temporary basis per diem, per hour, by honorarium or by lump sum contract.

Section 3. The Employer 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 Employer shall not interfere with the right of any employee to become a member of the Union. The Employer shall not discriminate against, interfere with, or coerce any Employee because of his/her membership in the Union.

Section 5. Neither the Union nor its members shall intimidate, interfere with, or coerce any person employed by the Employer. No Union business, including 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 Employer without the prior consent of the Director.

Section 6. Nothing herein shall be construed as precluding or restricting the right of each Employee covered by this Agreement to consult directly with the Employer, or the right of the Employer to consult directly with any such person on any matter relating to the terms and conditions of employment or otherwise, except that as to matters which are specifically covered in this contract the Employer shall negotiate only with the Union.

ARTICLE II - UNION RIGHTS

Section 1. The Union shall have the right to display notices of meetings and other information pertinent to Union business on bulletin boards designated for the purpose.

Section 2. The Union shall have the right to hold meetings on the employer's premises during nonworking hours, subject to the availability of appropriate space and provided such meetings do not interfere with Employer business.

Section 3. Authorized representatives or officers of the Union shall be admitted to the Employer's premises during working hours for the purpose of representing Employees for legitimate Union business.

Section 4. Union stewards shall continue on the payroll while handling grievances or engaging in other bona fide labor/management relations duties pertaining thereto.

Section 5. The Union shall certify in writing to the Employer the names of its officers, Executive Committee members, and stewards and any changes in such Union representation as changes occur.

ARTICLE III - FAIR PRACTICES

The Employer agrees to continue its policy of not discriminating against any Employee on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with the activities of, any Employee organization.

ARTICLE IV - UNION SECURITY AND DUES CHECK-OFF

Section 1.

(a) The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each Employee covered by this Agreement.

(b) Any Employee may consent in writing to the authorization of the deduction of dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form, acceptable to the employer, which bears the signature of the Employee. The Employer shall deduct from the wages and turn over to the Union within 15 days,

the regular union dues of members who have authorized such deductions in writing.

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.

Section 3. 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 V - MANAGEMENT RESPONSIBILITIES

Section 1. Except as otherwise provided in this Agreement, the Employer shall have the exclusive right to direct and control any and all persons employed by it and the exclusive right, in accordance with the Employer's current regulations, to hire, transfer, promote, demote, discipline, suspend, or discharge any

such persons for any cause which, in the judgment of the Employer, may affect the efficiency of its operations. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees, such as questions of workload or manning, may be dealt with in collective bargaining.

Section 2. The Employer 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 its 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 VI - WAGES AND HOURS

Section 1. The provisions of the Career and Salary Plan or any other plan substituted therefor of the City of New York in effect on the effective date of this Agreement and as amended from time to time shall, to the extent applicable, control the job classifications and wage rates and hours of the Employees so long as said Plan is in effect with respect to the Employer.

Section 2. All salary adjustments, including general increases, minimum and maximum salaries, advancement increases, lump sum payments, educational differentials, and any other salary provisions for those employees listed in Article I, whose

salaries are funded by the City of New York, shall be paid in accordance with Labor Relations Orders, Implementing Personnel Orders, Personnel Orders or other official directives issued by the City of New York in effect at the date of this Agreement and as succeeded or amended from time to time.

Section 3. Section 2, above, shall also apply to Employees paid from private funds who have the same titles as City-funded Employees.

Section 4. There shall be a shift differential of 10% for all Employees for all scheduled hours of work between 6:00 P.M. and 8:00 A.M. with more than one hour of work between 6:00 P.M. and 8:00 A.M.

Section 5. All authorized overtime work performed by an Employee in excess of forty hours a week or eight hours a day shall be compensated at the rate of one and one half times the employee's hourly rate of pay. Unauthorized absences shall not be considered as time worked for the purpose of computing overtime. A copy of an employees amended time sheet will be provided to the employee upon their request.

Section 6. All employees who are required to work overtime shall be guaranteed at least two hours of overtime and shall be paid supper money according to the following rates:

- a. For two continuous hours of overtime \$7.50
- b. For five continuous hours of overtime \$8.00
- c. For seven continuous hours of overtime \$10.00

d. For ten continuous hours of overtime \$11.00

e. For fifteen continuous hours of overtime \$12.00

Time off for meals shall not be computed as overtime. However, such time off shall not affect the continuity requirement for the above meal allowances.

Section 7. An Employee called in to work from home in case of an emergency after his/her normal working hours or on his/her day off shall be guaranteed overtime payment for at least four hours.

Section 8. All employees who are required to work when the Hall of Science is closed for an emergency shall receive compensatory time for the hours worked at the rate of straight time.

Section 9. Forty hours of work, as scheduled by the Employer from time to time, completed within any five consecutive calendar days in a calendar week, shall constitute the regular work week for all employees. As far as is practicable, each Employee shall have one Sunday off a month.

Section 10. All further economic benefits and improvements in leave regulations provided for in the City-Wide Contract shall be made applicable to Employees if they exceed current practice, as and when the City shall provide funds therefor.

Section 11. Employees who are required by their supervisors to take their scheduled meal break on the employers premises are considered to be on duty and shall be paid for this meal period at the rate of straight time.

Section 12. Employees shall be supplied with identification

cards for cashing paychecks.

Section 13. The employer will pay up to \$100 for attendant guard recertification and licensing over each two year period. The Security and Facilities Manager will have final approval over the choice of classes.

ARTICLE VII - HEALTH AND WELFARE

Section 1. The Employees shall be covered by the free choice of medical plans as provided for presently for which the City assumes responsibility for those Employees on City lines.

Section 2. To the extent that the City of New York makes provision for funding payments for supplemental health and welfare benefits, the New York Hall of Science 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 New York Hall of Science agrees to make payments equal to the amount funded by the City of New York for such purpose.

The New York Hall of Science further agrees that at all times that it is obligated to make payments referred to in the immediately preceding sentence, it shall also make an equivalent payment on behalf of private employees also covered by this

Agreement.

Section 3. The employer agrees that its employees and retirees employed on or subsequent to June 30, 1970 retired from any of the titles in the bargaining unit set forth in Article 1, Section 1 shall be entitled to payments on their behalf to the District Council 37 Cultural Institutions Health and Security Plan Trust, provided that the City of New York has agreed or agrees to make such payments in such amounts as shall be determined from time to time by agreement between the City of New York and District Council 37, AFSCME, AFL-CIO.

Section 4. The employer shall provide the District Council 37 Cultural Institutions Health and Security Plan Trust with a continuing list of Employees covered by the Agreement, including name, title, and Social Security number.

ARTICLE VIII - PENSION

The Employer shall continue to maintain the present pension plan under the provisions of the Cultural Institutions Retirement System and to make such contributions to it as are required.

ARTICLE IX - HOLIDAYS

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

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

Section 2. If any such holiday falls on the regular day off of an employee or during his/her annual leave, he/she shall receive at the option of the Employer for each such holiday a "holiday credit" of either:

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

Section 3. No holiday credit shall be allowed to any Employee absent for any reason other than annual leave or his/her regular day off.

Section 4. An employee must take his/her accrued holiday compensatory time within the following month (30 days) that it is earned. If a member submits a request to take accrued holiday time within the month and the selected day is denied, then the employee and supervisor will meet and mutually agree on one alternative day out of five future dates. If an alternative date cannot be agreed upon then the day shall be credited to the employee's annual leave allowance.

Section 5. If an Employee is required to work on any of the

twelve holidays guaranteed pursuant to Section 1, above, he/she shall receive a 50% cash premium for all hours worked on the holiday and shall, in addition, receive compensatory time off at his/her regular rate of pay. Employees who fail to work their scheduled work days immediately preceding and following an observed holiday shall forfeit the additional day off if they work on the holiday, unless the absence is due to a documented emergency, an illness evidenced by a physician's note, or scheduled annual leave.

Section 6. If an Employee is required to work on a holiday which falls on his/her scheduled day off, the Employee may choose whether such holiday work is to be compensated by the 50% cash premium and compensatory time off provided for in Section 5, above, or, if he/she is otherwise eligible, by the overtime provisions of Article VI. An Employee shall not receive for the same hours of work both (1) overtime pay and (2) the 50% cash premium and compensatory time off. However, regardless of whether the holiday falls on a regular working day or on a scheduled day off, if the number of hours worked on such holiday exceeds the Employee's normal daily tour of duty, all hours of work in excess of such normal daily tour of duty shall be covered by the provisions of Article VI.

ARTICLE X - 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:

Section 1a. For employees hired before July 1, 1985.

<u>CATEGORY</u>	<u>MONTHLY ACCRUAL</u>	<u>MAXIMUM ANNUAL LEAVE ALLOWANCE</u>
Employees on the staff prior to July 1, 1956	2-1/4 work days per full calendar month of service	27 work days (five weeks and two work days)
Employees appointed after July 1, 1956 on beginning fifteenth year of service	2-1/4 work days per full calendar month of service	27 work days (five weeks and two work days)
Employees appointed after July 1, 1956 on beginning eighth year of service	2 work days per full calendar month of service, plus an additional work day at the end of the vacation year	25 work days (five weeks)
All other Employees	1-2/3 work days per full calendar month Of service	20 work days (four weeks)

Section 1b. The annual leave allowances for Employees hired on or after July 1, 1991 shall accrue as follows.

<u>YEARS ON SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>ANNUAL LEAVE ALLOWANCE</u>
At the beginning of the 1 st year	1 and ¼ days	15 work days (three weeks)
At the beginning of the 5 th year	1 and 2/3 days	20 work days (four weeks)
At the beginning of the 8 th year	2 days and 1 additional day at the end of the leave year	25 work days (five weeks)
At the beginning of the 15 th year	2 and ¼ days per month	27 work days (five weeks and two days)

Section 2. While on annual leave with pay or sick leave with pay, an Employee shall continue to earn annual leave credits in accordance with Sections 1a and 1b, above.

Section 3. A vacation schedule shall be posted each year by May 15. An Employee's annual leave shall be scheduled as far as possible in accordance with the Employee's choice.

Section 4. Annual leave credits shall be based upon a "vacation year" beginning May 1. Except as hereinafter provided, all annual leave credits standing to an Employee's account on April 30 which are not used during the succeeding vacation year shall lapse and shall be credited to the Employee's sick leave

allowance.

Section 5. If during a vacation year an Employee fails to use part or all of the annual leave allowance standing to his/her credit on the April 30 immediately preceding that vacation year because the Employer required him/her to be on duty during the vacation year period, or if his/her failure to use any part of his/her allowance has received the prior written approval of the Employer, the Employee shall be allowed to carry his/her unused annual leave allowance over to the succeeding vacation year. In no event, however, shall an Employee be allowed to carry over more than the annual leave allowance to which he/she was entitled for the preceding vacation year. Any amount not permitted to be so carried forward shall lapse and shall be credited to the employee's sick leave allowance.

Section 6. All absences with pay not specifically authorized herein under Articles XI or XII may be charged against an Employee's annual leave credit or his/her holiday credits at the option of the Employer.

Section 7. Upon the resignation, retirement or severance without cause of an Employee he/she shall be entitled to use the annual leave credits standing to his/her account prior to the effective date of his/her resignation, retirement, or severance.

Section 8. No annual leave credit shall be earned by an employee while he/she is on leave without pay.

Section 9. If an employee who has been laid off is reinstated to a permanent position with the Employer, any annual leave credits standing to his/her account on the date of his/her layoff shall be restored to his/her account.

Section 10. 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. If an Employee is seriously disabled but not hospitalized while on annual leave, the Employer may, at his/her discretion, approve changing the period of such disability to sick leave.

ARTICLE XI - SICK LEAVE

Section 1. Sick leave credit with full pay of one work day per month of service with pay shall be credited to all Employees. Such leave shall be used only for the personal illness of the Employee. No sick leave credit shall be earned by an Employee while on leave without pay. An Employee may accumulate an unlimited amount of unused sick leave credits.

Section 2. No provision herein shall be construed either to increase or decrease the sick leave accumulated by an Employee on the effective date of this Agreement.

Section 3. Employees who have exhausted all earned sick leave and annual leave credits due to personal illness may, in the discretion of the Employer, be granted sick leave chargeable

against future sick leave.

Section 4. The position of any employee who shall be unable to resume his/her duties upon the expiration of his/her accumulated sick and annual leave may, at the option of the Employer, be declared vacant.

Section 5. Nothing herein shall be deemed to affect the right of the employer, at his/her option, to grant a premature retirement for a disability which prevents the Employee from performing the work for his/her job classification.

Section 6. As a condition to granting sick leave, the Employer may require either a certificate from the Employee's attending physician or an examination or consultation by a physician selected by the Employer. In the case of a protracted illness, additional certificates or examinations may be required. The Hall may require a doctor's certificate from the employees attending physician as a condition of granting sick leave for any days immediately following the employees regularly scheduled days off if the employee has been granted three such sick leave days within the previous twelve (12) months.

Section 7. Upon the resignation, retirement or severance of an Employee (whether or not he/she is then on sick leave) he/she shall not be entitled to any further sick leave credits nor to any payment on account of unused sick leave, except as provided in Section 1 of Article XV.

Section 8. If an Employee who has been laid off is reinstated to

a permanent position with the Employer, any sick leave credits standing to his/her account on the date of his/her layoff shall be restored to his/her account.

ARTICLE XII - OTHER AUTHORIZED ABSENCES WITH PAY

Section 1. An Employee shall be granted leave with pay in the following cases, upon the submission of evidence satisfactory to the Employer:

- a. When there is a death in the immediate family of the Employee, but not to exceed five work days. The term "immediate family" means: spouse; natural, foster or step parent; child; brother; sister; father-in-law; mother-in-law; domestic partner; and any relative residing in the employee's household.
- b. For jury duty. When an employee is required to serve as a juror on his regularly scheduled workdays and days off he/she must be allowed to have one day off work on Saturday or Sunday, even if those days are regularly scheduled work days.
- c. For attendance in Court under a subpoena or court order.
- d. To comply with a Health Department regulation with respect to the quarantining of his/her household.
- e. 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 Hall of Science or three in number if held outside of the Hall of Science.

Section 2. Employees shall be granted leave 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, subject to the following:

- a. Requests for such absence shall 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 veterans' organization certifying he was in attendance at the convention or encampment for which leave of absence was granted.
- c. Such leave shall be granted only to official delegates of the organization holding the convention or encampment; shall not exceed five work days plus reasonable travel time; and shall be granted to no more than three Employees at any one time.
- d. Such leave shall be granted only once in any calendar year.

Section 3. Military leave: employees who are in the National Guard or Military Reserve Forces of the United States and are

required to spend time each year in training shall receive up to 30 days for such training in addition to their regular leave time.

ARTICLE XIII - AUTHORIZED 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 in number, shall be entitled to leave without pay to attend Union International Conventions and District Council Conferences, provided that the total days absent on such leave do not exceed five work days plus reasonable travel time in any two-year period.

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

Section 4. No absences under this Article may be taken by an employee except after three work days' written notice to his/her Department Head, unless under Section 1 hereof such notice was impossible.

ARTICLE XIV - ADJUSTMENT OF GRIEVANCES

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 grievance, the Employee shall present the matter to his immediate superior, who shall attempt to settle it. Management response shall be within 10 days.

Step II. The grievance shall be deemed to have been satisfactorily disposed of under Step I unless within five work days from the date of the decision of his/her immediate superior or within ten work days after the grievance was submitted to such superior (whichever time period shall first expire), the Employee submits his/her grievance to his/her Department Head who shall attempt to settle the matter.

Step III. The grievance shall be deemed to have been satisfactorily disposed of under Step II unless within five work days from the date of the decision of his/her Department Head or within ten work days after the grievance was submitted to the Department Head (whichever time period shall first expire) the employee presents an appeal in writing to the Director.

Upon receipt of such written appeal, the Director may at his/her discretion conduct a hearing, and shall render his/her decision within five work days. The Director's decision shall be final and not subject to review except as provided in Step IV.

Step IV. A grievance involving the discharge of an Employee with one or more years of service with the Employer, or the interpretation of this Agreement, or an alleged violation thereof, may be presented for impartial, binding arbitration by either party to this Agreement to the American Arbitration Association. Both parties shall share equally the cost of such arbitration.

Section 2. At any hearing before the Department Head, the Director, or an Arbitrator at which the Employee appears, he/she may appear without representation or at his/her election with a representative of his/her own choosing who need not be employed by the Employer.

Section 3. Saturdays, Sundays, holidays listed in Article IX and any days on which the Hall of Science shall not be opened to the public shall be excluded from the computation of "workdays" as said term is used in the foregoing provisions of this Article.

ARTICLE XV - TERMINAL LEAVE

Section 1. Terminal leave with pay upon retirement shall be granted Employees at the rate of one month for every ten years of service, pro-rated for a fractional part thereof. As an alternative to the foregoing, an employee upon retirement may elect to receive a terminal leave allowance computed on the basis

of one day of terminal leave for each two days of unused sick leave accumulation, to a maximum of one hundred (100) days terminal leave allowance. Under the latter option, terminal leave shall be computed on the basis of work days, rather than calendar days.

Section 2. The Director may, in his/her absolute discretion, award an Employee who has been separated without cause, either voluntarily or involuntarily, a terminal pay allowance not in excess of one month's pay for each ten years of service with the Employer. In exercising his/her absolute discretion, the Director shall consider the character of the Employee's service to the Employer and the manner and extent of his/her use of his/her sick leave credits.

ARTICLE XVI - SENIORITY AND LAYOFFS

Section 1. Length of continuous service with the Employer shall constitute seniority.

Section 2. If in the judgment of the employer, the number of Employees in a job classification is to be reduced, the Employee in that job classification with the least seniority shall be laid off first.

Section 3. Employees shall be given at least 30 days notice of an intended layoff. The Union shall also be notified of such layoff at the same time as the Employee.

Section 4. An employee who has been laid off shall have his/her name placed on a recall list in seniority order. When the Employer fills positions in any of the titles covered by this Agreement, individuals on recall lists for the titles being filled shall be considered for employment in order of seniority.

Section 5. Notices of recall shall be given by mail addressed to the former Employees at their last known address. If the former Employee responds to such notice in the manner provided therein within one week of the mailing thereof, he/she shall be reinstated.

ARTICLE XVII - HIRING AND PROMOTIONS

Section 1. All vacancies and promotions in any of the titles listed in Article I shall be filled pursuant to the following procedures.

a. Any notice of vacancy or promotion shall be listed on the Employer's bulletin boards. Such notice shall be posted as far as possible in advance of the date on which the position is to be filled and remain posted for at least two weeks. The notice shall give the job title and description.

b. Simultaneously, a copy of the notice of vacancy or promotion shall be sent to the Union.

c. Any Employee who has been employed by the Employer for twelve months may apply for the job within the next

ten calendar days. If such Employee appears to be qualified for the position, he/she will be interviewed first.

d. The Employer reserves the right to advertise for the position after the expiration of seven calendar days following the day on which the notice was posted. However, where possible, the Employer shall give preference to its Employees in filling any vacancies or new positions.

e. If two or more applicants appear to the Employer to be equally well qualified on the basis of ability, experience, record of attendance, and suitability for the position, preference shall be given to the applicant having the greater seniority.

Section 2. 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 that such an upgrading may or may not carry with it the supervisory responsibilities associated with the title of Senior Museum Attendant-Guard.

ARTICLE XVIII - JOB CLASSIFICATION

Current City-promulgated job descriptions shall govern the duties of Employees. Employees shall normally be assigned duties appropriate to their classification titles. They may not be required to perform to a substantial degree duties formally

assigned to a higher or lower classification, or duties which cannot reasonably be related to the job description of the positions they occupy. Exceptions shall be permitted for training purposes, substitutions because of terminal, sick and annual leaves, and emergencies requiring reassignment of duties vital to the performance of the Employer's functions. In the latter instances, if the Employee temporarily performs duties in a higher title, he/she will receive the appropriate minimum higher rate of pay, if greater than his/her own, for the period in which he/she works in the higher title. "Temporarily" for purposes of this provision shall be defined as 20 work days or more.

ARTICLE XIX - UNIFORMS

Section 1. The employer shall provide appropriate uniforms and/or work clothing in adequate quantities to employees in maintenance, security and custodial titles on regular shifts and one set for employees on regularly scheduled evening and night shifts.

Section 2. Each employee required to work outside shall be provided with their own rubber boots, rain equipment and overcoats.

Section 3. The employer will pay the cost of shoes of boots for all [maintenance,] custodial and security employees provided that such expense does not exceed \$50 per employee. A receipt of

purchase will be required in order to receive the shoe allowance.

Such reimbursement will be on made once during the term of this agreement. Maintainers and assistant maintainers shall receive a \$40 work shoes or boots allowance once each year.

ARTICLE XX - WORKING FACILITIES

The Employer agrees to provide adequate, safe and sanitary working conditions for all employees.

ARTICLE XXI - PAST BENEFITS

Nothing in this Agreement shall take away any existing benefits of the Employees.

ARTICLE XXII - NO STRIKE CLAUSE

There shall be no strike, work stoppage, slowdown, picketing or other such activity by the employees and no lockout by the Employer. Except that on or after January 1, 1973, in the event of a tripartite wage negotiations with the City of New York in respect to titles within the Hall of Science, 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 affecting such wage negotiations.

It is understood and agreed that should a strike take place and the Hall of Science is thus closed to the public, the Union will ensure that sufficient personnel in the classifications noted in Article I shall be subject to duty to protect the building and keep it operative and that as long as the Hall of Science is closed to the public no picket lines will be established.

ARTICLE XXIII - POLITICAL CHECKOFF

Section 1. An Employee may authorize deductions for political contributions from the Employee's wages (political contributions or checkoff) by completing an authorization form acceptable to the Employer which bears the signature of the member and specifies the amount to be deducted. Such authorization is voluntary and may be revoked at any time in writing. The authorization shall remain in effect until the Employer is notified, in writing, of the Revocation of the authorization.

Section 2. The Employer shall be reimbursed by the Union for expenses incurred in administering the political checkoff system at the rate of five cents (\$.05) for each Employee for whom a political checkoff was deducted on the last bi-weekly pay period of each month.

Section 3. The Union shall be responsible for complying with all

legal requirements regarding the establishment and operation of a separate segregated fund. District Council 37 affirms that it has established a separate segregated fund, D.C. 37 PEOPLE, which is registered with the FEC, and that such fund is authorized to solicit contributions and make expenditures in accordance with applicable law.

Section 4. The Union shall refund to the Employees any contribution wrongfully deducted and transmitted to its fund.

Section 5. No arrears of any kind or nature will be collected through the political checkoff.

Section 6. The Employer and its officials and employees shall not be liable in the operation of the political checkoff for any mistake or error of judgment or any other act of omission or commission and D.C. 37 agrees to hold the Employer harmless against any claim whatsoever arising out of the deduction and transmittal of said political contributions.

Section 7. The Employer shall transmit authorized deductions along with a listing of Employees from whom the deductions have been made, the amounts deducted, and such other information agreed upon by the parties no later than thirty (30) days following the deductions.

ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1995 through March 31, 2001 until such time as a successor agreement is signed, whichever is later.

WHEREFORE, we have hereunto set our hands and seals this day of _____.

FOR DISTRICT COUNCIL 37,
AFSCME, AFL-CIO

By *Lee Daniels*
By: *Thomas Sullivan*

FOR NEW YORK HALL OF SCIENCE

By *Alfred Friedman, Director*

LOCAL 1665, AFSCME, AFL-CIO

By *[Signature]*

(hall2000)