

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE METROPOLITAN MUSEUM OF ART AND
LOCAL 1503, DISTRICT COUNCIL 37, AFSCME, AFL-CIO
DURING THIS COVID-19 EMERGENCY PANDEMIC
("COVID-3")
July 14, 2020**

The following will be effective at 12am on July 6, 2020 and will remain in effect through the ramp up period to full Museum operations or with a 72 hour notice by the Museum to the Union. Notwithstanding the forgoing, this agreement will terminate no earlier than 11:59 PM on September 30, 2020.

- I. All terms from the May 2, 2020 COVID Agreement between the parties will continue except as modified herein.
- II. New Procedures

A. Furlough

Effective August 30, 2020, certain non-essential staff will be furloughed until further notice. The Museum will provide the Union with the number of staff in each department/shop and title to be furloughed, which at present is anticipated to be up to a maximum of 122 employees in the Security Department, 11 employees in the Buildings Department, and 3 employees in Education, across all locations.

1. Process: Employees will be selected for furlough within department/shop and title by reverse order of seniority. Seniority shall be applied as defined in Article XV of the CBA.
2. Compensation: All furloughed employees will remain employees and continue to accrue seniority for purposes under the CBA, but will be unpaid. Existing banks of paid time off (annual leave, sick, holiday comp) will remain intact, but furloughed employees will cease to accrue new time and may not use their paid time off during the furlough. Previously scheduled Annual Leave for the furloughed period will be canceled and no hours will be deducted from totals.
3. Interaction with leaves. If an employee on the furlough list is on an approved leave of absence at the time of furlough, the leave of absence will be paused and the employee placed in furlough status, until the employee is recalled to work, at which point the leave of absence may resume (if applicable). Employees in furlough status will not be eligible to begin a new leave of absence during furlough.
4. Health & Welfare: For any employees placed on a furlough who are currently enrolled in group health insurance benefits through The Museum, The Museum will contribute both the employer and employee share of any contributions, including the DC37 Cultural Institution Health & Security Plan Trust for the period of furlough. These subsidized health benefits will continue until the earlier of: a) for a recalled employee, the date the employee is expected to return to work, b) six months following the date of furlough; and c) the date the employee becomes eligible for health care coverage under alternative full time employment or otherwise loses eligibility under the terms of the City Plan. Employees who did not previously elect coverage will not be eligible for Museum-subsidized benefits.

5. Other payments: Deductions other than those required by law will be suspended during furlough, and individual employees will be responsible for obligations normally deducted or garnished from pay.
6. Duration: Employees shall be furloughed for no longer than six months, beginning August 30, 2020, and will be recalled when needed. There is no guarantee of recall.
7. Recall rules: Recall of furloughed employees to active employment, as needed, shall be by seniority within department/shop and title. Employees will be given at least fourteen days' notice of their recall. Employees who decline to return within fourteen days of recall for any reason other than a documented and approved New York Quarantine Leave, FMLA Leave, Paid Family Leave, Parental Leave, or Military Leave, shall be treated as having voluntarily terminated their employment.
8. Survival. This Section A shall survive termination of this MOU with respect to any individual who has been furloughed pursuant to the terms of this MOU.

B. Pay for Non-Furloughed Employees:

1. Premium (Closure Bonus): The Closure Bonus (as described in the Memorandum dated May 2, 2020) for employees who were working during closure prior to July 5, 2020 shall continue to be paid for work performed by these employees through: July 13, 2020 or the day prior to the limited public reopening of the Museum's Fifth Avenue Building (whichever is earlier). The Closure Bonus shall not apply to employees who resume working for the first time after July 5, 2020. The Closure Bonus shall terminate for all employees at all locations on July 13, 2020 or the day prior to the limited public reopening of the Museum's Fifth Avenue Building (whichever is earlier).
2. For the sake of clarity, any future retroactive wage increases (granted by the city or Museum) shall not apply retroactively to any Closure Bonus paid pursuant to this or prior agreements. The Closure Bonus pay shall be counted towards any applicable hazard pay mandated by local, state, or federal law.
3. Effective on or about July 6, 2020, the Museum will discontinue offering free meals to essential staff working onsite.
4. Non-working employees: Employees not furloughed but not yet working (i.e. those who have confirmed that they will be returning to work onsite as requested, on or around the date of limited public reopening) will continue receiving straight time pay through: August 29, 2020 or the day prior to the limited public reopening of the Museum's Fifth Avenue Building (whichever is earlier). Employees who do not work on July 3 (observed) or July 4, 2020, as applicable, or Labor Day will not receive double time or Holiday Comp time.

C. Other pay:

1. CBA rules: All other existing pay and overtime rules under the CBA (except as addressed in this Memorandum) will continue to apply; there will be no pyramiding of the closure bonus (i.e. existing premiums such as supper pay and shift differential will not be impacted by the closure bonus, nor will the amount of the closure bonus be impacted by such premiums; employees will not be entitled to the bonus for shifts when they are already earning overtime).
2. Annual Leave: Effective as of the date this MOU is signed by the Parties, and the date it is ratified by the membership, (whichever is the later), cancellation of previously scheduled and approved periods of Annual Leave of one week or greater for non-furloughed employees, scheduled to take place on or prior to October 31, 2020, shall be subject to the approval and sole discretion of management.

D. Return to work:

The safe return of employees is the preeminent goal of The Museum, which necessarily includes limiting the number of employees in the building to those necessary to operate The Museum safely and effectively.

1. Shifts: Until further notice, the Museum will initiate shift staggering for social distancing and safety purposes. Individual shifts may vary from the core shift starts, up to sixty (60) minutes in either direction.
2. Overtime and Timekeeping: Staggered shifts shall be based on an eight hour day; time clock entries shall continue to be rounded to the nearest fifteen minute increment. Overtime shall be awarded when an employee works more than eight hours a day. Due to the necessity of shift staggering and new shifts, the start and stop of break times may vary, but total break time will be consistent with the parties' CBA. Employees shall not be disciplined for lateness as a result of shift staggering, locker room occupancy limits, or similar social distancing efforts. This provision shall not prevent the Museum from disciplining an employee with a pattern of lateness that is significantly in excess of other employees.
3. Optional Hour for eligible Security employees: Select security employees who had been eligible to receive double time for working an "optional hour" on a Sunday/holiday under the CBA shall continue to receive double time for one hour (i.e. 9 hours of pay for 8 hours of work on a Sunday), but will be required to work a full eight hour shift. Notwithstanding the forgoing, extra pay will not be awarded on a day when the employee is earning the four-hour Closure Bonus.
4. Safe entry: COVID-19 exposure questionnaires will be taken daily; the form of such questionnaire will be shared with the union in advance of roll out. Employees will be required to complete such questionnaires electronically (through computer or smart phone), on paper, and/or by telephone prior to the start of each shift. The minimal time needed to complete such questionnaires will not be considered worked/compensable time for pay/overtime purposes.
5. Uniforms/Locker rooms: Staff may be asked on a voluntary basis to take uniforms home and change at home. Employees who are currently paid for a "wash-up" break at the end of day will continue to receive compensation for this same ten minutes of break time, even where they choose to change out of their uniform at home. In all other cases, employees will not receive compensation for time spent changing into/out of uniform at home where they are not currently compensated for such changing time.
6. Safety and Distancing: Staff will be expected to aid with social distancing and other COVID-19 risk reduction efforts at all times, including but not limited to: guidance related to equipment use, time clocks, uniform pickup/drop-off, break rooms, break scheduling, room occupancy and queuing, additional cleaning and disinfection protocols, and locker room use/scheduling.
7. Training: The Museum will provide, and employees will be required to participate in, training related to COVID-19 safety, such as use and wear of protective equipment, social distancing, cleaning procedures, and/or visitor interaction, as appropriate. Time spent in training will be compensated, but will not add to total straight time paid for employees who are not otherwise working a full schedule in those weeks. The training may be conducted electronically, with employees participating by personal computer/smart phone.

E. Shift Allocation:

1. Staffing Prior to Limited Public Reopening: Staffing of shifts, together with handling of refusals to return, prior to limited public reopening shall continue pursuant to the May 2, 2020 Covid Agreement between the parties.
2. Staffing Upon Limited Public Reopening: Core shifts effective upon limited public reopening will reflect the new opening days/times of the Museum. The Museum will provide the Union with the days/times of the core shifts and number of staff needed in each shift. Employees already working during the closure and who are not on the furlough list will continue in their assigned shifts to the extent feasible, until the completion of the General Shift Bid described below. Where additional staffing is needed for limited public reopening, daytime shifts with Saturday and Sunday off will be allocated by seniority as defined in Article XV of the CBA within each title/shop. All other employees will be automatically assigned to the remaining shifts with other days off using seniority, ID number, alphabetical order, or similar method. These temporary shift assignments will continue until the completion of the General Shift Bid described below.
3. General Shift Bid: Between August 1 and September 30, 2020, the Museum will offer a General Shift Bid in the Security Department and any other identified groups. The General Shift Bid will permit employees to select preferred shifts among the new core shifts by seniority Article XV of the CBA within each title/shop through an electronic shift selection process. The shift bid will include the opportunity for Breuer and Cloisters staff to participate; any transfers through such process will be considered permanent. The General Shift Bid is expected to be completed September 30, 2020; new shifts will begin effective two weeks following completion.
4. Refusal to Return for Limited Public Reopening: Employees who are notified that they are expected to return to work onsite upon or within two weeks of limited public reopening and who decline to do so for any reason other than a documented and approved New York Quarantine Leave, FMLA Leave, Paid Family Leave, Parental Leave, or Military Leave, will be treated as furloughed/unpaid, and will be placed on the recall list after furloughed staff who were involuntarily furloughed. There is no guarantee of recall. If the employee is subsequently recalled from furlough, the section entitled "Recall rules" shall apply.

F. Breuer Closing: The Breuer will close effective August 31, 2020. Effective September 1, 2020, Breuer employees will be integrated into The Main Building pool of employees (working + furloughed), by seniority across all locations.

G. Cloisters: The Museum has yet to determine the public reopening schedule for the Cloisters. Once known, the Museum will notify the Union regarding the recall and scheduling of staff.

H. Parking: Starting July 13, 2020 on a trial basis, The Museum will offering parking in The Met Fifth Avenue garage to day shift employees on a “first come first serve” at a daily rate of \$6. The lower level spaces will be reserved for hourly Security and Buildings employees and Technicians on a first come first serve basis. The Museum will continue to evaluate the parking situation as more staff return to work and will notify the Union in advance regarding any changes to the parking arrangements during the term of this Agreement. There will be no change to Article XVII.23 (free parking) for the afternoon and evening shifts.

**This agreement is not considered an extension of the parties’ collective bargaining agreement, but an effects agreement to address circumstances caused by the COVID-19 crisis. It may be subject to ratification by members.*

For The Museum:

_____ Date: _____

For The Union:

_____ Date: _____