

COLLECTIVE BARGAINING AGREEMENT
between
THE METROPOLITAN MUSEUM OF ART
and
LOCAL UNION 1503 OF DISTRICT COUNCIL 37
for the period
July 1, 2020 through June 30, 2024

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AGREEMENT by and between THE METROPOLITAN MUSEUM OF ART, organized under the laws of the State of New York, hereinafter called the "Museum" and LOCAL UNION 1503 OF DISTRICT COUNCIL 37 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union", for the period commencing July 1, 2020 and ending June 30, 2024.

WITNESSETH

WHEREAS, the parties hereto desire to enter into the following Agreement which relates to terms and conditions of employment:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I DEFINITIONS

For the purpose of the Agreement, the term "employee" is used herein to designate any person now or hereafter employed by the Museum on a full-time basis in the following titles: Assistant Chief Supervising Security Officer, Assistant Dispatcher, Assistant Museum Maintainer, Assistant Museum Maintainer/Cleaner, Chief Supervising Security Officer, Departmental Technician, Fire Safety Officer, Museum Maintainer, Museum Maintainer/Cleaner, Principal Departmental Technician, Principal Security Departmental Technician, Security Departmental Technician, Security Officer, Senior Departmental Technician, Senior Fire Safety Officer, Senior Security Departmental Technician, Senior Security Officer, Senior Special Officer, Senior Supervising Security Officer, Special Officer, Supervising Departmental Technician, Supervising Museum Maintainer, Supervising Museum Maintainer/Cleaner, Supervising Security Departmental Technician, Supervising Security Officer, Supervising Shop Foreperson (working). The term "employee" shall not include a person employed on a temporary basis or one compensated on the basis of part-time, per hour, honorarium or lump sum contract.

Gender: Any use of gendered language, should be construed and understood as gender neutral.

ARTICLE II RECOGNITION

1. The Museum recognizes the Union during the term of this Agreement as the representative of those employees in the titles listed in Article 1.
2. 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.
3. Neither the Union nor its members shall intimidate, interfere with or coerce any person employed by the Museum in any capacity. The Union may hold periodic routine business meetings on the premises of the Museum, not during working hours, after receiving approval of the Senior Vice President for Operations for meetings of six employees or more.
4. Nothing herein shall be construed to preclude or restrict the right of each person in the Museum's employ, to consult directly with the Museum, or the right of the Museum to consult directly with any such person, on any matter relating to terms and conditions of employment or otherwise,

except that as to matters which are proper subjects of collective bargaining as covered in the Agreement, the Museum shall deal only with the Union.

5. The parties agree to a Union Shop.

- A. Any present or future employees in titles covered under Article I of this Agreement shall within 30 days following the completion of their 120 day trial period make application and join the Union. Incumbent employees who have completed their trial period must join the Union within 30 days of the execution date of this Agreement. Employees who fail to comply with this requirement will be discharged within 30 days after receipt of written notice to the employer from the Union. The Union agrees to admit all eligible employees to membership without discrimination upon payment of dues.
- B. The Museum agrees to continue to deduct, when duly authorized by the employee, dues from the employees' regular wages. The Museum will remit to the Union the total amount so deducted not later than the 10th day of the month following the deduction.
- C. The Employer shall make available to the Union, upon its request, the name, title, address and date of employment of all employees in the bargaining unit who were hired in the immediately preceding month.

ARTICLE III MANAGEMENT FUNCTIONS

The Museum shall have the sole right to direct and control any and all persons employed by it, including the exclusive right to hire, transfer, promote, demote, discipline, suspend or discharge any such person for just cause which in the judgment of the Museum may affect the efficiency of its 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 XIX hereof.

ARTICLE IV NON-DISCRIMINATION

The Museum is committed to the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, religion, color, national origin, sex, age, disability, marital status, sexual orientation, gender identity, domestic partner status, citizenship status, military or veteran status, pregnancy, and any other basis or characteristic protected by federal, state, or local law, in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

In consultation and interactive process with members seeking accommodation, the Museum will make changes in work schedules and take other appropriate measures to insure the health and safety needs of staff who request an accommodation due to illness, injury, or during pregnancy, to the extent that the employee can perform the essential functions of his/her job (with or without reasonable accommodation) and absent undue hardship to the Museum.

This Article is not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE V
WAGES AND HOURS

1. The provisions of the Agreement resulting from the tripartite negotiations among the City of New York, the Union and the Cultural Institutions, including the Museum, in effect at the date of this Agreement and as amended from time to time, to the extent applicable to the employees, shall control the job classifications and wage rates and hours of the employees.
2. Salary increases, adjustments and promotional increases shall be granted to employees in accordance with settlements approved by the City of New York for which the City has allocated funds. In addition, the Museum will allocate funds for employees on private fund lines in accordance with those settlements.
3. Any employee who is assigned for five consecutive work days or longer to work in a job title whose minimum pay rate is higher than that of the employee's job title, shall be paid either the minimum rate or promotional increase of the higher title, whichever is greater.
4. For the purpose of salary increases, minimum rates, advancement increases and other fiscal conditions, the titles indicated in Column II, which are unique to the Museum, shall be equated with titles indicated in Column I:

I	II
<u>City Title</u>	<u>Museum Title</u>
Museum Attendant-Guard	Security Officer
Senior Museum Attendant-Guard	Senior Security Officer
Supervising Museum Attendant-Guard	Supervising Security Officer Special Officer Fire Safety Officer
Assistant Museum Maintainer	Assistant Museum Maintainer Departmental Technician Assistant Museum Maintainer/Cleaner Security Departmental Technician Senior Fire Safety Officer Senior Special Officer Senior Supervising Security Officer
Museum Maintainer	Assistant Chief Supervising Security Officer Assistant Dispatcher Museum Maintainer Museum Maintainer/Cleaner Senior Departmental Technician Senior Security Departmental Technician

Supervising Museum Maintainer

Chief Supervising Security Officer
Principal Departmental Technician
Principal Security Departmental Technician
Supervising Departmental Technician
Supervising Museum Maintainer
Supervising Museum Maintainer/Cleaner
Supervising Security Departmental Technician

N/A

Supervising Shop Foreperson (Working)

5. Effective November 4, 2022, the incumbent employee base wage will be increased by \$1.20 per hour for all employees employed on that date, subject to Section 6 below.
6. Wage Rates for Security Officer Title.
 - A. Effective November 4, 2022, the Hiring Rate for Security Officers will be increased to \$17.50 per hour. The new hire rate shall remain at \$17.50 and general City wage increases will not be applied to the new hire rate, until and unless the City new hire rate for Security Officers meets or exceeds \$17.50 per hour. The \$1.20 per hour increase described in Section 5 above shall not be added to the \$17.50 Hiring Rate for Security Officers.
 - B. Effective November 4, 2022, the base wage for Security Officers in their second year of employment will be increased to the Senior Attendant Guard incumbent rate. The \$1.20 per hour increase described in Section 5 shall not be added to the Senior Attendant Guard incumbent rate, which is currently \$18.97 per hour.
 - C. Employees in the Security Officer title employed on November 4, 2022 shall receive the \$1.20 per hour increase described in Section 5 effective upon the date of their promotion to Senior Security Officer, or any other Union title.
7. The Museum shall pay salary increments to employees in the following titles on the following conditions:
 - A. Employees in the titles of Assistant Museum Maintainer, Assistant Museum Maintainer/Cleaner, Senior Supervising Security Officer, Senior Special Officer and Senior Fire Safety Officer shall receive an increment to their annual salary in the amount of one thousand nine hundred and fifty dollars (\$1,950.00) effective the first day of the month following their attainment of five years of Museum service in title, and a second increment in the same amount effective the first day of the month following their attainment of ten years of Museum service in title.
 - B. Employees in the titles of Senior Security Officer shall receive an increment to their annual salary in the amount of nine hundred and fifty dollars (\$950.00) effective the first day of the month following their attainment of five years of Museum service in title, and a second increment in the same amount effective the first day of the month following their attainment of ten years of Museum service in title.
 - C. Employees in the titles of Senior Supervising Security Officer, Senior Special Officer and Senior Fire Safety Officer shall receive an increment to their annual salary in the amount

of seven hundred and fifty dollars (\$750.00) effective the first day of the month following their attainment of three years of Museum service in title.

- D. Employees in the titles of Supervising Maintainer, Supervising Maintainer/Cleaner, Principal Departmental Technician, Principal Security Department Technician, Supervising Departmental Technician, Supervising Security Department, Chief Supervising Security Officer, and Supervising Shop Foreperson shall receive an increment to their annual salary in the amount of seven hundred and fifty dollars (\$750.00) effective the first day of the month following their attainment of three years of Museum service in title and a lump-sum bonus (that does not increase their annual salary) of one thousand dollars (\$1,000.00) in their first paycheck following their attainment of five years of Museum service in title.
8. Any Employee newly appointed to the title of Supervising Shop Foreperson (in any shop other than the HVAC Engineering shop) on or after July 9, 2019, shall be compensated according to the Memorandum of Agreement entitled Supervising Shop Forepersons Wage Increase, dated July 9, 2019.
9. Employees in the HVAC Engineering Shop will be paid according to the rates listed in Appendix B.

ARTICLE VI WORKWEEK

The normal workweek of all employees (as set forth more fully in the annexed Appendix A and subject to the provisions of Article V, paragraph 1 hereof) shall be as follows:

1. Forty hours of work, as scheduled or rescheduled by the Museum from time to time, completed within any five days in a workweek, except as provided below, shall constitute the normal workweek for all employees employed in the title of Assistant Chief Supervising Security Officer, Assistant Dispatcher, Assistant Museum Maintainer, Assistant Museum Maintainer/Cleaner, Chief Supervising Security Officer, Fire Safety Officer, Museum Maintainer, Museum Maintainer/Cleaner, Security Departmental Technician, Security Officer, Senior Fire Safety Officer, Senior Security Officer, Senior Special Officer, Senior Supervising Security Officer, Special Officer, Supervising Museum Maintainer, Supervising Museum Maintainer/Cleaner, Supervising Security Officer, Supervising Shop Foreperson (working). Additionally, the normal workweek may constitute four days for certain employees employed in any of these titles: Assistant Chief Supervising Security Officer, Chief Supervising Security Officer, Senior Supervising Security Officer, Senior Security Officer, Security Officer, Senior Special Officer, Special Officer, subject to the provisions of paragraph 5 of this article. Notwithstanding the foregoing, the workweek and schedule for employees in the Education Department shall be governed by Article VI, Section 2 and Appendix C.
2. Thirty-five hours of work, as scheduled or rescheduled by the Museum from time to time, completed within any five days in a workweek shall constitute the normal workweek for all employees employed in the title of Departmental Technician, Principal Departmental Technician, Senior Departmental Technician, Supervising Departmental Technician, as well as employees in the Education Department.
3. Any change in an employee's regularly scheduled hours shall not be considered as a "rescheduling" under Paragraph 1 or 2 hereof unless made for a period of at least one week.

4. Hours of work for the Department of Buildings shall be Monday through Friday, except for regular weekend shifts as presently established. If additional shifts are required the Museum agrees to consult with the Union prior to implementation of new assignments. The Security Department may reschedule hours depending on days the Museum is closed to the public and to ensure proper security, but not for the purpose of avoiding overtime.
5. The Union will be notified regarding hours of work scheduled for new employees if such hours are different from those currently in effect for the job titles covered by this Agreement and such differences will be subject to the grievance procedure.
6. Overtime shall be paid for all work performed when an employee performs work in excess of the number of hours in their daily schedule at the rate of time-and-a-half. If the employee is late for work, and the lateness is unpaid, the employee must make up those unpaid hours prior to receiving premium overtime pay for that same day. Compensated time, such as partial day paid PTO, shall be counted towards the calculation of daily overtime. All work performed on the first regularly scheduled day off of the workweek shall be compensated at time-and-a-half. All work performed on the second regular day off of the workweek shall be compensated at the double-time rate. In addition, all overtime performed on Sunday shall be at the double-time rate. The hourly rate shall be computed at 1/2080 of the annual salary or at 1/2088 of the annual salary where applicable for 40 hour employees. The hourly rate for computing overtime for 35 hour workers shall be 1/1827 of the annual salary. The unit of time for computing overtime shall be one quarter (1/4) hour.
 - A. Any employee who is required to perform work beyond the daily overtime threshold as defined above as a result of an emergency will be paid for at least a half hour of overtime and any employee who is required to perform work beyond the daily overtime threshold as defined above other than as a result of an emergency will be paid for at least an hour of overtime. Any employee who works more than one and one-half hours of overtime will be paid for an additional hour at the appropriate rate, except that in the alternative the Museum may at its option give the employee an hour off with pay prior to the commencement of overtime. In addition, any employee who works four hours beyond the overtime supper break shall receive an additional paid hour or hour relief.
 - B. An employee who is required to work 18 or more continuous hours in any 24 hour period shall be excused from reporting for his/her normal tour of duty, without charge to annual leave, if that tour immediately follows such overtime.
 - C. An employee who is required to work more than 16 but less than 18 continuous hours in any 24 hour period shall be permitted, at the Museum's option, to report two hours late for his/her next tour of duty, without charge to annual leave, if that tour immediately follows such overtime. In the event the Museum is not able to permit the employee to report two hours late for duty, the Museum will make every effort to permit the employee to go off such tour of duty two hours early. If this is not possible because of work requirements, such employee will be granted two hours off at the beginning or end of the next tour of duty that is possible.
 - D. Any employee who is called in on a scheduled day off or annual leave day in the event of an emergency shall receive a total of two hours travel time at the appropriate straight time rate.

- E. Any employee in the Security Department who is required to work on a holiday, as defined in Article VII, shall be paid double-time for hours worked in addition to receiving a compensatory day off. Excepting emergencies and provided that there are sufficient employees available to operate the Museum, the employee's choice of the compensatory day off will be given consideration.
- F. Any employee in the Buildings Department, Education Department, or employed as a Departmental Technician, Senior Departmental Technician or Principal Departmental Technician, who is required to work on a holiday, as defined in Article VII, shall be paid double-time for hours worked in addition to receiving a compensatory day off. Excepting emergencies and provided that there are sufficient employees available to operate the Museum, the employee's choice of the compensatory day off will be given consideration. If such employee would prefer an alternative of two compensatory days off and one day straight time pay, he/she may make a request through his/her department. Such a request may be granted at the convenience of the Museum.
- G. Any employee required to work on his/her regularly scheduled day off or on an annual leave day will be paid for not less than eight hours at the appropriate rate.
- H. If an employee has been scheduled for overtime prior to the day overtime is required and then the overtime is cancelled on that day, he/she shall be entitled to one hour of overtime pay at the appropriate rate.
- I. In the Buildings Department an employee's shop overtime will not be counted when selection is made of those to be asked to work general overtime.
- J. Any employee required to work on Thanksgiving, Christmas or New Year's Day shall be entitled to elect an additional day's pay in lieu of the compensatory day off.
- K. Upon written request an employee shall be entitled to receive payment for compensatory time in excess of forty hours.
- L. Employees in the Security Department who work at The Cloisters will be offered the opportunity to work overtime at the main building on the same basis that employees in the Security Department who work in the main building are offered to work overtime at the main building.
- M. The night differential shall be paid at 10% above hourly wages for all hours worked between 6:00pm and 8:00am, to employees regularly assigned to eligible shifts (i.e. the Early Watch/afternoon, Late Watch/midnight, and 12-hour shifts). In all cases, the employee shall receive the premium overtime pay consistent with the Fair Labor Standards Act.
- N. Senior Security Officers, Special Officers, and Supervising Security Officers with more than four years of employment who work their full regularly-scheduled shift on a Sunday or holiday shall receive 8-hours at the appropriate rate and one additional hour at the double time rate of pay.
- O. For Security employees assigned to a Four Day Shift, the following shall apply: For an excused full day absence, the employee's applicable balance of annual leave, holiday compensation, or sick time will be reduced by 8 hours for an 8-hour day and by 10 hours

for a 12-hour day. Partial day absences on a 12 hour day schedule will be pro-rated and deducted from the employee's applicable bank of paid time off (sick, vacation, holiday).

ARTICLE VII HOLIDAYS

1. The following shall be paid holidays:

New Year's Day	Election Day
Martin Luther King Day	Memorial Day
Lincoln's Birthday	July 4
Washington's Birthday	Labor Day
Indigenous Peoples' Day	Thanksgiving Day
Veterans Day	Day after Thanksgiving Day
	Christmas Day

A holiday which falls on a Saturday shall be treated for all purposes as though it falls on the preceding Friday. A holiday which falls on a Sunday shall be treated for all purposes as though it falls on the following Monday.

2. No holiday credit shall be allowed to any employee absent for any reason other than annual vacation or his/her regular day off, with the exception as covered under Article IX, Paragraph 5.
3. Settlement for holidays worked without equivalent time off will be made annually in the final paycheck for each fiscal year ending June 30.

ARTICLE VIII ANNUAL LEAVE

1. Effective May 1, 2012 employees shall accrue annual leave at the following rates:

16 days in their first, second and third years
21 days in their fourth, fifth, sixth, seventh and eighth years
26 days in their ninth, tenth, eleventh, twelfth, thirteenth, fourteenth and fifteenth years
28 days in their sixteenth year and every year thereafter during which they are employed by the Museum
2. 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.
3. Annual leave credit shall be based upon a "vacation year" beginning May 1st. All annual leave allowance standing to an employee's credit on April 30 and not used shall be carried forward up to a maximum of one year's allowance. Carry forward and current allowance cannot exceed 54 days on May 1st. Failure to use such annual leave credit beyond one year's carryover will result in forfeiture unless extenuating circumstances exist or for the convenience of the Museum and prior approval by the Vice President for Human Resources.
4. All absences with pay not specifically authorized herein under Article IX or X shall be charged against an employee's annual leave or holiday credit, at the employee's option. However, this

provision is not intended to add to the five personal leave days allowed to each employee, as set forth in paragraph 10 of this Article.

5. When an employee is hospitalized while on annual leave, the period of such verified hospitalization shall be charged to sick leave and not to annual leave. When an employee is seriously disabled but not hospitalized while on annual leave, such time shall be charged to sick leave if substantiated by medical evidence.
6. Upon resignation, retirement or severance of an employee, he/she shall receive a lump sum payment for his/her unused accumulated annual leave, holiday credit and compensatory time.
7. In the event of the death of an employee, the designated beneficiary of the employee's life insurance shall receive full payment of all salary owed, unused accumulated annual leave, holiday credit and compensatory time.
8. No annual leave credit shall be earned by an employee while on terminal leave or leave without pay.
9. Subject to the convenience of the Museum, annual leave may be divided into two or more periods. Periods of annual leave must be scheduled not less than two weeks prior to the date the employee wishes to begin such leave, except that employees are entitled to the unscheduled use of three to five days of their annual leave during the vacation year for personal business (personal leave time) according to the following schedule:

Year 1 -- 2 personal days may be taken.

Year 2 -- 3 personal days may be taken.

Year 3 -- the maximum of 5 personal days may be taken.

Employees may not use more than one personal leave day in any given calendar month. Five days of personal leave time may, in the alternative and at the employee's option, be charged in whole or in part against the employee's holiday leave time.

10. Unused personal leave time cannot be carried over as personal leave time from one vacation year into the following vacation year. Employees may begin their annual leave after their regular days off. Annual leave may be used in no less increments than 1/4 of a regular work day.
11. Following attainment of twenty years of Museum service, employees shall be granted an additional day of annual leave on their birthdays. If an employee's birthday falls on his or her regular day off, the employee shall receive a compensatory day off in lieu of his or her birthday provided that: (1) the compensatory day off is scheduled in advance and subject to the convenience of the department, and (2) the compensatory day off is used within thirty (30) days of when it accrues. Unused compensatory days off cannot be carried over as personal leave time from one vacation year into the following vacation year.
12. Written requests for annual leave submitted by employees to appropriate management personnel shall be acted upon within five business days following submission. Failure by management to respond to such request within this five day period shall be deemed to be equivalent to approval of the request.

13. New employees may not take annual leave for the first six months of their employment.
14. The following rules shall apply to the use of personal business time by Security employees:
 - A. Full Days: Security employees may not use more than one full day of personal business time in any given calendar month.
 - B. Partial Days:
 - i. Beginning of Shift: Security employees may take personal business time in a minimum amount of four (4) hours from the start of a shift. Actual work time missed (rounded to the nearest 15 minutes) will be charged to their applicable bank.
 - ii. After Beginning Work: Security employees who begin working and need to leave early may take personal business time in a minimum of two (2) hours. Actual work time missed (rounded to the nearest 15 minutes) will be charged to their personal business time bank as long as time charged does not exceed ten (10) hours.
 - C. Regardless of whether personal time is taken in full-day or partial-day increments:
 - i. The total of all time taken in a given month may not exceed one day.
 - ii. The total of all time taken in a given year may not exceed the annual number of personal business days available.
 - iii. Employees may not use more than two (2) instances of personal business time in any given calendar month.

ARTICLE IX SICK LEAVE

1. For the first five years of service, employees shall be credited with 6.66 hours of Sick Time per full calendar month of service. Beginning their sixth year of service, employees shall accrue sick leave credit at the rate of one work day per full calendar month of service. Effective January 1, 2021, Sick Time will be deposited to an employee's Sick Time bank on a weekly rather than monthly basis. No sick leave credit shall be earned by an employee while on leave without pay. Sick leave credit shall be cumulative.

Sick Time for reasons that are foreseeable (i.e. known in advance) may be used in increments of no less than 1/4 of a regular work day. Sick Time for unforeseeable reasons may be used in increments of no less than: an initial quarter-day increment for work missed at the start of the workday, and 15 minute increments for work missed during the remaining hours of the workday.

2. An employee may use accrued sick leave for:
 - A. The employee's mental or physical illness, injury, or health condition or need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or need for preventive care; or
 - B. The care of a family member who needs:
 - i. medical diagnosis;
 - ii. care or treatment of a mental or physical illness, injury, or health condition; or
 - iii. preventive medical care; or

- C. care of a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
- D. Safe Time, as defined in Section 3 below

For the purposes of this provision, "family member" shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild, grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, or any other individual whose close association with the employee is the equivalent of a family relationship. Employees must provide appropriate notice and follow established call out procedures for all such use.

3. An employee may also use accrued sick time for "Safe Time" purposes as follows. An employee who has been or whose family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking may use accrued sick time for any of the following reasons:
 - A. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
 - B. to participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, family offense matters, sexual offenses, stalking, or human trafficking;
 - C. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to domestic violence, a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
 - D. to file a complaint or domestic incident report with law enforcement;
 - E. to meet with a district attorney's office;
 - F. to enroll children in a new school; or
 - G. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.
4. 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.
5. If an employee is sick on a holiday that is his/her regularly scheduled work day, it will be considered a sick day when substantiated by doctor's orders and he/she will be given an alternative day off.
6. Nothing herein shall be deemed to affect the right of the Museum, at its option, to grant a premature retirement for disability.
7. As a condition to granting sick leave, the Museum may require either a certificate from the employee's or family member's attending physician or an examination or consultation by a physician selected by it. In the case of protracted illness, additional certificates may be required.
8. The Museum will grant leave with pay without charge to leave to an employee for a period of up to eighteen months for disability resulting from an assault while properly performing his/her

duties. The Museum may also grant up to six months leave with pay without charge to leave in the event an employee is disabled regardless of whether the disability is job connected, provided the employee has ten or more years of service. In granting such leave, the Museum will not require the employee to first exhaust his/her annual leave or holiday compensatory time. The Museum may also advance sick leave of up to one year's allowance in the event all accrued sick leave and annual leave has been exhausted. This paragraph does not supersede the Museum's options under Article IX, paragraphs 6 and 7.

9. Upon the resignation or severance of an employee (and whether he/she is then on sick leave or not) he/she shall not be entitled to any further sick leave benefits nor to any payment on account of unused sick leave.
10. Upon the retirement of an employee, he/she will receive terminal leave equivalent to one work day for each two days of his/her accumulated sick leave up to a maximum of one hundred and twenty work days. He/she will not receive any time or credit or allowance other than the accumulated sick leave noted in the previous sentence except that employees employed by the Museum as of January 1, 2002 will be entitled to a terminal leave allowance equivalent to three calendar days per each of his/her years of service as of January 1, 2002 in addition to his/her accrued sick leave, up to a maximum of one hundred and twenty work days. Any amount under this paragraph shall be paid as a lump sum payment within one pay period following the employee's last day of work.
11. If an employee who has been laid off is reinstated to a permanent position, any unused sick leave accrued at the time of his/her layoff shall be restored to his/her credit.
12. The Union accepts all comparable benefits (including, but not limited to, vacation time, sick time, and holiday time at premium rates) under the Collective Bargaining Agreement in lieu of any other benefits that may be available under the New York City Earned Sick Time Act and expressly waives the provisions of the New York City Earned Sick Time Act.
13. The Museum will not retaliate against an employee for the legitimate use of accrued sick time. Discipline for fraud, misuse, or abuse of sick leave shall not be considered retaliation.
14. The Union accepts all comparable benefits (including, but not limited to, vacation time, sick time, and holiday time at premium rates) under the Collective Bargaining Agreement in lieu of any other benefits that may be available under the New York City Earned Sick Time Act and expressly waives the provisions of the New York City Earned Sick Time Act in consideration of those comparable benefits. The Union also accepts all comparable benefits under the CBA in lieu of any other benefits that may be available under the New York State Sick Time Law and expressly acknowledges and waives the provisions of the New York State Sick Time Law (section 196-b of the New York Labor Law).

ARTICLE X

OTHER AUTHORIZED ABSENCES WITH PAY

1. Where the Workers' Compensation Board shall determine that an employee was required to be absent as a result of an injury sustained in the performance of his/her duties, such absence shall be considered as special leave with pay, provided that it does not exceed sixty-nine work days. To the extent that such absence shall exceed sixty-nine days, for each specific incident, said excess shall be charged against the injured employee's accumulated sick leave credit.

As a condition to granting any leave with pay due to injuries so sustained, the Museum may require an examination or periodic examinations by a physician selected by it. While absent on any leave with pay due to injuries so sustained, an employee shall continue to earn annual leave and sick leave credits in accordance with this agreement.

The amount of any Workers' Compensation award made to or allowed for an employee injured in the performance of his/her duties to the extent of the amount of money equivalent to the wages paid to such employee by the Museum for the period of any absence due to such injury shall be paid over by him/her to the Museum or retained by it to reimburse it for the wages so paid to the employee.

2. An employee shall be granted leave with pay in the following cases, upon the submission of evidence satisfactory to the Museum:
 - 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, parent, child, brother or sister, foster or stepparents, father or mother-in-law, grandparents, guardian or any relative residing in the employee's household, and grandchild.
 - B. For jury duty, work days shall conform to the court schedule with days off subject thereto.
 - C. For attendance in court under a subpoena or court order. This article will not apply when either the employee or anyone related to the employee has a personal interest in the case.
 - D. To comply with a Health Department regulation with respect to quarantine of his/her household as required by law.
 - E. To attend any negotiation or conference with the Museum or with the Museum and any governmental agency, as employee representative duly designated by the Union, provided, however, that for the protection and safety of the Museum's collections the total number of such representatives shall not exceed eight in number for negotiation or twelve in number for conference, regardless of the site of such negotiation or conference.
 - F. To attend the National Convention of any recognized organization of veterans to which he is officially an elected delegate, subject to the following conditions:
 1. Requests for such leave with pay must be made at least one month prior to absence.
 2. Upon the employee's return from such leave he/she must present a certificate from an authorized official from the organization of veterans certifying that he/she was in attendance at the convention for which such leave was granted.
 3. Not more than two employees shall be absent at any one time.
 4. The total aggregate of such leave in a calendar year for any one employee shall not exceed five work days.
 - G. For military service, voluntary or required, but not to exceed 15 working days annually.

3. The Museum agrees that the President of Local 1503 shall be released with pay for the purpose of attending the Union International Convention and the District Council 37 Convention, but such paid absence shall not exceed five days annually. Every other year, four union delegates shall also be released with pay for the purpose of attending the Union International Convention, but such paid absences shall not exceed five days every two years. In addition, the President of Local 1503, or his/her designee in the absence of the President, shall be released with pay for up to ten work days annually for Union business related to the Museum, not including collective bargaining, Citywide negotiations and Labor-Management meetings. The Union President, or the President's designee, will be given 30 minutes at the end of the 120 day probationary period to address new security guards. The President shall provide appropriate documentation to the Vice President for Human Resources for approval of leave requests specified in this paragraph.
4. Effective November 4, 2022, employees will be offered a Family Pay Supplement as follows:
 - A. To be eligible for the Family Pay Supplement, the employee must be a full time employees who have worked at the Museum for at least 12 months, and must be on approved Paid Family Leave under New York State law.
 - B. Eligible employees may receive up to 12 weeks of the Family Pay Supplement in any 12-month period. The Family Pay Supplement will be paid at 100% of the employee's base rate of pay at the time of absence.
 - C. The Family Pay Supplement must be used in weekly increments except as provided in the Employee Handbook. Other terms of the Family Pay Supplement will be as defined by the Employee Handbook.
5. Employees shall be provided four (4) hours of paid vaccine time for each administration/injection of an FDA authorized vaccination against COVID-19, where such vaccination (including any booster dose) is required or recommended by an applicable city, state or federal health authority such as the CDC. The employees will be paid at their regular rate of pay. Except where impracticable under the circumstances, employees must provide at least 7 days advance notice prior to taking paid vaccine time. The employee may either work the remaining hours of the workday or choose to use other accrued paid time off (sick time, vacation, or holiday comp) to take the remainder of the day off. Should the employee require additional to recover from recognized side effects of the vaccine, he or she may use up to two vacation/ holiday comp days annually, and an unlimited amount of accrued sick time. The Museum may request appropriate documentation from the employee for any absence under this section. The Union accepts all comparable benefits under the Collective Bargaining Agreement in lieu of any other benefits that may be available under Section 196-C of the New York Labor Law and expressly waives the provisions of Section 196-C.

ARTICLE XI AUTHORIZED ABSENCES WITHOUT PAY

1. Other leaves of absence required by law shall be granted without pay.
2. Leave without pay shall be granted for required or voluntary military service to the extent such leave is not paid under the provision of Article X, paragraph 2.G. Annual leave will not normally be charged unless the employee requests such time be charged against annual leave. Requests to change annual leave must be made through the appropriate department to the Vice President for Human Resources.

3. Employees who are officers of the Union or delegates duly elected by the Union, not exceeding ten 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 one year period for any one employee shall not exceed five days.
4. The Museum may grant medical leaves of absence without pay.
5. Unpaid leave related to the birth or adoption of a child, or the taking in of a child through foster care may be granted to employees upon request for up to 36 months. Male or female employees may request such leave if he or she becomes the parent or legal guardian of a child up to three years of age, whether by birth, adoption or foster care.
6. Leaves of absence without pay not herein before mentioned may be granted after written approval has been received from the Vice President for Human Resources.
7. No absences under Article XI may be taken by an employee except after three (3) work days' written notice to his/her department head, unless under paragraph 1 hereof such notice was impossible.
8. No absences without pay shall be chargeable against annual leave or holiday credit already accumulated.

ARTICLE XII

GROUP LIFE INSURANCE, RETIREMENT, TERMINAL LEAVE, AND LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT AND RELATED ISSUES

1. The Museum shall provide life insurance for employees at no cost to the employee, subject to the following conditions:
 - A. The beneficiary of any employee covered under this agreement who dies before retirement and after the first of the calendar month following ninety days service will receive an amount equal to one and one-half times the employee's annual base salary as of the previous July 1st, plus any salary adjustments in effect.
 - B. The Museum will provide additional life insurance coverage for employees covered under this agreement who become deceased while properly performing their duties for accidental death with a benefit of \$40,000 or twice the employee's annual salary, whichever is greater, payable to the beneficiary of the Group Life Insurance Plan.
 - C. The Museum will pay for life insurance on employees described in paragraphs A and B up to the time of retirement, but will not pay premiums thereafter.
 - D. The Museum shall continue its election of recognized titles for employees retiring after July 1, 1974 to be participants in the District Council 37 Cultural Institutions Health and Security Plan Trust.
2. The Museum will continue to provide The Metropolitan Museum of Art Retirement Plan for covered union employees, amended and restated, effective as of July 1, 1997 with certain amendments as of subsequent dates, referred to as the "Retirement Plan." The Retirement Plan document shall be an annex to this Agreement as negotiated terms.

- A. A summary of the Retirement Plan will be provided to all covered employees. The complete Retirement Plan document shall be available to all employees upon request to the Plan Administrator.
 - B. Every employee shall be required to participate in the retirement plan when eligible as a condition of employment.
3. Terminal leave with pay shall be granted to employees with ten or more years of service, subject to the following conditions:
- A. Such leave shall be granted only in the case of a bonafide retirement for age or a premature retirement for disability.
 - B. Such leave shall be in addition to accumulated annual leave as provided in Article VIII, paragraph 6 hereof.
 - C. Instead of granting such terminal leave with pay, the Museum may at its option continue the retiring employee's employment during what would otherwise be the period of his/her terminal leave. During such continued period of employment, the retiring employee shall be paid a sum equal to the amount he/she would have received as payment for his/her terminal leave had such leave been taken.
 - D. The retiring employee who is entitled to receive his/her terminal leave allowance (pursuant to Article IX, paragraph 10 and Article XII, paragraph 3) in a lump sum cash payment, shall also receive payment for unused accumulated annual leave as provided above.
 - E. Any employee who is retiring and is due terminal leave and any final leave accumulation may elect to receive the settlement in a lump sum payment by notifying the Human Resources Department two weeks prior to the date when terminal leave is scheduled to commence.
 - F. Terminal leave is equal to one work day for each two days of the retiring employee's accumulated sick leave up to a maximum of one hundred and twenty work days. A retiring employee will not receive any additional terminal leave time or credit or allowance other than the accumulated sick leave noted in the previous sentence except that any employee of the Museum as of January 1, 2002 will, upon his/her retirement, receive a terminal leave allowance equal to three calendar days per each year of his/her service as of January 1, 2002. Such terminal leave allowance will be added to one-half of the retiring employee's accumulated sick leave, which together may not exceed one hundred and twenty work days.
 - G. Any amount under this Section shall be paid as a lump sum payment within one pay period following the employee's last day of work.
4. Leave under the Family Medical Leave Act and Related Issues
- A. Any employee on medical or Family Medical Leave Act leave will accrue overtime refusal time for each qualifying opportunity he/she misses.

- B. The position of any employee who shall be unable to resume his/her duties upon the expiration of 12 months of a combination of Family Medical Leave Act, medical, and/or Workers' Compensation leave (paid or unpaid) may, at the option of the Museum, and in accordance with applicable law, be declared vacant by the Museum. The Museum shall notify the Union and make reasonable efforts to notify the affected employee prior to implementing its option to declare a position vacant.
- C. Domestic partners who qualify as such under the City of New York Employee Benefits Program (the City Program) will be treated as covered under the Family Medical Leave Act.

ARTICLE XIII MEDICAL INSURANCE PLANS

1. The Museum shall provide medical benefits under the City Program for each employee and his or her eligible dependents. Specifically, the Museum shall provide hospitalization and other medical coverage under the "Group Health Incorporated -- Comprehensive Benefits Plan/Empire Blue Cross and Blue Shield," including the optional benefits rider but not including prescription drug coverage (GHI-CBP/high option rider plan). Employees may opt instead to receive coverage under any of the other plans offered under the City Program. There shall be no premium cost to employees for coverage under the GHI-CBP/high option rider plan, nor shall there be premium cost for coverage under any of the alternative plans offered to the extent that the cost per employee of the alternative plan does not exceed the cost per employee of the GHI-CBP/high option rider plan.
2. The Museum shall provide medical benefits under the provisions of the City Program for employees age 52 or older who have ten years or more of continuous service and who retire from their Museum employment. The Museum shall provide medical benefits under the provisions of the City Program for employees age 62 or older who have five or more years of continuous service and who retire from their Museum employment. This coverage shall be provided without premium cost to the employee on the same terms as described in paragraph 1 of this Article. Employees who retired before July 1, 1990 shall continue to receive medical benefits coverage as had been provided. For new employees hired on or after June 30, 2006 the Museum shall only be required to provide retiree health benefits free of charge to the extent that the cost does not exceed the premium cost of HIP/HMO basic coverage.
3. New employees who first become eligible for health benefits on or after January 1, 1995 will receive benefits free of charge up to the premium costs of HIP/HMO basic. Following three years of continuous service, the employee, during open enrollment, may receive benefits up to the premium costs of GHI/CBP with high option riders then provided by the Museum at no charge to the employee. Employees who selected GHI/CBP with riders prior to their third anniversary will upon their third year continuous service anniversary cease employee contributions for their coverage.
4. The Museum shall supplement the medical benefits provided under the City Program to the extent necessary so that there will be no lifetime maximum limit, other than any general plan lifetime limit, applicable to the amount of outpatient mental health care benefits that may be paid to a covered individual.
5. Upon request, the Union may have a representative present at a Museum Employee Benefits Committee meeting.

6. Any employee who receives health insurance coverage through another non-Museum plan may elect to opt out of the Museum's medical benefit to the extent provided for in the Museum's plan for non-union employees, as it may change from time to time. The Museum shall pay \$1,200 per year to any employee who does not elect to receive health insurance coverage through the Museum and who completes the documentation required by the Museum. Any employee covered by any other Museum employee's health insurance coverage is not eligible to receive the \$1,200.
7. Effective January 1, 2023, employees will not be permitted to enroll as a new participant in any health plan option with fewer than ten (10) participating employees. Existing participants in such plans may continue to participate until and unless they elect a different plan option.

ARTICLE XIV
SUPPLEMENTARY BENEFITS

1. Improvements in supplementary benefits as provided for in this Contract which result from Citywide negotiations between District Council 37 and the City of New York affecting employees covered by this agreement shall be implemented by the Museum after discussion with the Union.
2.
 - A. To the extent that the City of New York makes 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. The Museum agrees to make payments equal to the amount funded by the City of New York on behalf of private line employees in titles covered by this agreement to the District Council 37 Cultural Institutions Health and Security Plan Trust.
 - B. An employee who is suspended for disciplinary reasons and later is restored to full pay status shall be covered under the District Council 37 Cultural Institutions Health and Security Plan Trust if that period is three (3) months or less.
 - C. The Union hereby agrees that the Museum and/or its officials and employees individually and collectively shall not be liable for any mistake, error of judgment, embezzlement, defalcation or any other wrongdoing or misfeasance, whether intentional, negligent or otherwise or any other act of omission, commission, misfeasance or malfeasance of the Union or any of its officers or agents or employees in the receipt and/or transmission of payments to, the District Council 37 Cultural Institutions Health and Security Plan Trust, and/or in the operation or administration of the District Council 37 Cultural Institutions Health and Security Plan Trust, and/or for any failure or omission of the Union for any reason whatsoever, to carry out the terms of any agreement which the Union and the City of New York have made or will make in the future as payments to be made to the District Council 37 Cultural Institutions Health and Security Plan Trust on behalf of Museum employees.
3. The Union hereby further agrees to hold the Museum, and/or its officials and employees harmless against any claim whatsoever arising out of the receipt and/or transmission of the aforesaid payments and/or in the operation or administration of District Council 37 Cultural Institutions Health and Security Plan Trust and/or out of the failure or omission of the Union for any reason

whatsoever to carry out the terms of any agreement which the Union and the City of New York have made or will make in the future as to payments to be made to the Plan.

4. The Museum will provide supplemental coverage for emergency room outpatient care of employees retiring after July 1, 1974.
5. In the event a union member dies while actively employed by the Museum and the family members covered by his Museum-sponsored medical plan elect continued coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Museum will pay the premiums under COBRA for a period not to exceed six months.

ARTICLE XV SENIORITY AND LAYOFFS

1. Seniority for the purpose of layoffs and recall shall date from the beginning of his/her last continuous employment in the Museum in a bargaining unit position. Time within a non-bargaining unit title shall not be counted for purposes of seniority. If an employee enters military service under the Selective Services Act of 1967, and returns within the time prescribed by that Act, his/her seniority will not be interrupted. In the event of layoff, such period of time will be deducted for seniority purposes from the total time accumulated from the date of original employment.
2. In the event of any layoffs of employees due to a reduction of staff, those employees within the particular department, i.e. the Security Department, the Buildings Department or in the title of Departmental Technician, Senior Departmental Technician, with least seniority shall be laid off/ first, and rehiring shall be in reverse order within the particular department. For the purposes of this section, Buildings shops in the Cloisters shall be considered separate from Buildings shops in the Main building.

If the layoffs by seniority in a Department results in a clearly definable inability of the museum to perform a necessary function, within 60-days or sooner based on the need and timing of the layoff, the parties shall meet and come to an agreement to ensure the continued operation of that necessary function. After a clearly definable inability is articulated by the Museum, in the event that the parties are unable to reach an agreement within the needed time frame, shop and title shall be the default standard. If the parties disagree regarding whether or not there exists a clearly definable inability of the Museum to perform a necessary function, the Union may submit this specific issue immediately to expedited arbitration under Article XIX of the CBA. A hearing shall be scheduled within thirty (30) days of the demand for arbitration and the decision must be rendered within ten (10) days following the hearing. In the event that the Arbitrator is responsible for a delay in issuing a decision (due to no fault of the parties), the timeline shall be extended until such a decision has been rendered.

3. Upon layoff, employees shall notify the Museum of whether they prefer an electronic method of communication regarding recall or a trackable mail method. For electronic mail, the employee shall provide a designated email address. For mail, the employee shall provide a designated valid mailing address. The Museum shall notify the employee by the selected method that a position is available and if he/she shall not report for work within ten working days after sending of such notice, he/she shall lose his/her seniority rights.

4. Should a new opening arise in the same shop and title within one year from notice of layoff, a laid off employee shall be offered to be reinstated to that position. Laid off employees reinstated from a Museum list within one year shall receive the salary, with any adjustments, as if they had never been laid off.

ARTICLE XVI HIRING AND PROMOTIONS

- I. All vacancies and promotions in any of the titles listed in Article 1, including vacancies arising in one's same title on another shift, shall be filled pursuant to the following procedure:
 - A. Any notice of vacancy or promotion shall be posted on the Museum's bulletin boards situated at the Main Building and Cloisters. The notice shall give the job title and description, and shift.
 - B. Simultaneously, a copy of the notice of posted position shall be sent to the President and Secretary of the Union.
 - C. Any person who has been in the employ of the Museum for one year may make application for a posted vacancy. In the event that no candidates have been in the Museum's employ for one year this restriction may be waived upon the mutual consent of the Museum and the Union.
 - D. The Museum reserves the right to advertise for the position beginning on the day on which the notice is posted.
 - E. The filling of posted positions in other than Security and Education titles shall be based on a four part examination of the qualifications of eligible candidates. In filling positions for Supervising Security titles and the Special Officer title, the Museum endeavors to develop examinations to test the qualifications of eligible candidates. The four parts are: (a) written test, (b) practical test, (c) personal interview and (d) reference evaluation. The combined value of the written and practical tests shall equal 80% of a candidate's final score on the examination. The personal interview and reference evaluation shall equal the remaining 20% of the candidate's final score. A candidate who does not score at least 50 out of 80 on the combined written and practical parts is not eligible to proceed to the interview. A candidate who does not score at least 70% on the overall examination is not eligible to be hired for the position. Where the highest scoring and second highest scoring candidates are within two points of each other in the combined four-part score for the examination, if one candidate is in the employ of the Museum and the other is not, the individual who is in the employ of the Museum prevails, even if his or her score is lower. Otherwise, the candidate with the highest combined four-part score shall be hired for the posted position. If he or she declines the offer of hire, then the next highest scoring candidate shall be hired for the position.
 - F. The written and practical tests shall be scheduled and notice given to eligible candidates no less than one week prior to the date of the tests. At the time they receive the notice, a written description of the subject areas that may be tested on the practical test will be given to the Union and to eligible candidates, as well as a written description of how many questions will appear on the written test and how many points will be assigned to each question or task. A listing of the candidates for the position shall also be given to the

Union at this time. The Union shall have the right to have an observer present at the written and practical tests.

After the tests are scored, the candidates will have the opportunity to review their written tests in the Human Resources department with a Human Resources representative present. The Union shall also have the right to have an observer present while the written test is reviewed.

The written test, practical test, and interview may be scheduled on the same day at the discretion of the Museum. After all four parts of the examination have been scored, the Union shall be notified of the results. The Union shall have up to 3-days of such notice to object. Once the Union responds, or within 3-days of such notice, then the matter shall be presented to the Chief Human Resources Officer for determination. The Chief Human Resources Officer determination shall be final and binding, and not be subject to review under the grievance procedure.

Nothing in this paragraph will interfere with the Museum's sole right to design and weigh the testing questions or to score the tests.

- G. If a posted position is filled and then, within 120 days of the successful candidate's start date, is vacated or if another position becomes available, then the position may, at the department head's discretion, be filled without re-posting. In such instance, the next highest scoring candidate on the examination given for the original posting shall be offered the position, provided that such candidate has achieved an overall score of at least 70%. Otherwise the vacated position must be re-posted before it can be filled. This process applies to any vacancy that arises in the same shop with the same title.
- H. Any employee who is newly hired, changes departments or is promoted shall occupy the new position on a trial basis for not more than 120 days. If a newly hired employee does not, in the judgment of the Museum, satisfactorily complete the 120 day trial period, he/she may be subject to dismissal without any right to challenge the dismissal through the Grievance Procedure outlined in Article XIX of this Agreement. During the trial period, transferred or promoted employees will be paid at the rate of the new position. However, if the transferred or promoted employee does not, in the judgment of the Museum, satisfactorily complete the 120 day trial period, or he/she elects to return to his/her previous job title, he/she shall be returned to his/her previous job title without any right to challenge this change in position through the Grievance Procedure outlined in Article XIX of this Agreement, and then be paid at the rate he/she would have been earning had he/she not accepted the promotion or change of departments. Nothing in this paragraph shall interfere with a new employee's eligibility for health benefits in accordance with the applicable plan rules.
- I. For positions which are not filled on the basis of a test, the following shall apply:
 - (a) If two or more employee applicants appear to the Museum 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 with seniority. (This rule shall also apply for tested positions).
 - (b) Employees, according to seniority, shall be permitted to transfer to openings in their classification on shifts other than their own before new employees are hired.

2. An employee in the position of Security Officer shall be promoted to Senior Security Officer after no more than three (3) years of continuous service in the position of Security Officer.
3. An employee in the position of Security Departmental Technician shall be promoted to Senior Security Departmental Technician, as applicable, after no more than two (2) years of continuous service in such positions, or sooner on the basis of merit.
4. An employee in the position of Departmental Technician shall be promoted to Senior Departmental Technician after no more than three (3) years of continuous service in such positions, or sooner on the basis of merit.
5. An employee in the position of Senior Departmental Technician or Senior Security Departmental Technician shall be promoted to Principal Departmental Technician or Principal Security Departmental Technician as applicable, after no more than seven (7) years of continuous service in such positions, or sooner on the basis of merit.
6. The title of Supervising Departmental Technician or Supervising Security Departmental Technician shall be utilized automatically in departments of two or more Technicians.
7. The titles Senior Supervising Security Officer, Senior Special Officer and Senior Fire Safety Officer cover Supervising Security Officers, Special Officers and Fire Safety Officers, respectively, who have been in their title for three years of continuous service. Promotion to these titles may be made sooner on the basis of merit.
8. The responsibilities of the Sentry Booth shall be considered to require the services of "senior" employees during Monday through Friday on the day shift. Accordingly, Security Officers assigned to the Sentry Booth on a temporary basis during such period shall be entitled to out-of-title reimbursement to the position of Senior Security Officer, and Supervising Security Officers to the position of Senior Supervising Security Officer, provided that the other requirements for out-of-title reimbursement are met. Those assigned to the Sentry Booth on a permanent basis shall be automatically promoted to their respective senior titles, that is, Security Officer to Senior Security Officer, and Supervising Security Officer to Senior Supervising Security Officer.
9. A Supervising Maintainer or a Supervising Shop Foreperson shall be utilized in shops of three or more Maintainers or Assistant Maintainers, [except to employees in the Education Department].
10. Employees who have applied and been selected for the position of Special Officer, but who have not yet received their appointment as a Special Officer by the New York City Police Commissioner, shall be designated a "Special Officer Candidate." Special Officer Candidates will continue to perform the duties of a Security Officer/Senior Security Officer (as applicable) and will not be tasked with Special Officer duties, nor will be responsible for responding to incidents as a Special Officer, until they are appointed by the City. However, Special Officer Candidates may be assigned to shadow existing Special Officers and similar on-the-job training from time to time. The probationary period referenced in Article XVI (1)(H) shall commence upon the employee's confirmation as a Special Officer. Special Officer Candidates shall receive additional compensation equivalent to 50% of the difference between the minimum incumbent rate of their current title and the minimum incumbent rate of Special Officer, until they have received their appointment as a Special Officer by the New York City Police Commissioner. Upon receiving such City appointment, the employee shall be paid at the Special Officer rate. The employee shall receive a one-time payment equivalent to the remainder of the difference

between the minimum incumbent rate of their current title and the incumbent rate of Special Officer, retroactive to the date they were designated a Special Officer Candidate, or eight (8) months, whatever is shorter. Time in the title of Special Officer Candidate shall be counted towards time in the Special Officer title for the purposes of the longevity increases in Article V.7. If the City should deny Confirmation or reject the determination of a submitted Special Officer Candidate, the Officer shall return to their previous title without additional remuneration.

ARTICLE XVII EMERGENCY OPERATIONS; HEALTH AND SAFETY

1. **Protection of the Buildings, Collections, and Personnel.** Nothing in this Article shall restrict the Museum's rights and duties to ensure the safety and security of the building, collections, and personnel.
2. **Emergency Operations.**
 - A. **Essential Employees.** For the purposes of this Article, "Essential Employees" shall be defined as the following titles/shops, including the "Senior" level of each title:
 - Supervising Security Officers
 - Special Officers
 - Afternoon Shift (Early Watch) Security Officers
 - Evening Shift (Late Watch) Security Officers
 - Cloisters Security Officers
 - Foreperson/ Supervising Maintainer/ Maintainer/ Assistant Maintainer in the following Buildings shops:
 - HVAC
 - Plumbing
 - Roofing
 - Cloisters (all shops)
 - Custodial
 - Electrical
 - Any other personnel designated by the Museum as Essential based on the circumstances, as identified by email sent to employees and the Union representative
 - Where practicable and needed, volunteers, shall be canvassed.
 - B. **Non-Essential Employees.** "Non-Essential Employee" shall be defined as any employee who is not designated as an Essential Employee.
 - C. **Emergency Museum Closure.** For the purposes of this Article, an "Emergency Museum Closure" shall mean a full-day closure of the Museum to the public due to circumstances generally beyond the Museum's control, including but not limited to:
 - i Severe winter storm, hurricane, or other extreme weather event
 - ii Epidemic or pandemic
 - iii Government order
 - iv Major unforeseen utility shutdown, such as a blackout or steam or water shutdown
 - v Citywide or large-scale mass transit disruption or shutdown
 - vi Fire, flood, or major structural damage

- vii Act or threat of riot, civil disturbance, sabotage, violence, terrorism, or war

On a day of the week or holiday when the Museum is not ordinarily open to the public, an Emergency Museum Closure shall mean a day when the Museum has declared that only Essential Staff must report onsite due to circumstances generally beyond the Museum's control. An "Emergency Museum Closure" does not include: a planned closure for business reasons, a change in opening hours, a temporary closure of the Museum lasting less than 7 hours, or a partial closure of less than an entire building. Where one Museum building (5th Avenue or Cloisters) is closed but not the other, this Article shall apply only with respect to the impacted building.

D. **Pay During Emergency Museum Closure.**

- i **Essential and Nonessential Employees Who Work Onsite.** Essential (and any Nonessential) Employees who are required to work onsite during an Emergency Museum Closure will receive a bonus payment of four hours pay at their base rate for each full regularly scheduled shift the employee works (longer shifts or shifts spanning across midnight will be treated as a single shift), up to a maximum of five work days. Employees must work a full shift in order to receive the bonus payment. There will be no pyramiding of the 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) and any retroactive wage increases will not apply to a closure bonus already paid. Employees will not be entitled to the bonus for shifts when they are already being paid at an overtime rate.
- ii **Essential Employees Who Do Not Report for Work.** Essential Employees who do not report for work during an Emergency Museum Closure shall not be paid for the time they did not work unless the employee can provide proper documentation to prove they were unable to report to work.
- iii **Non-Essential Employees Who Do Not Report for Work.** Except where specifically notified in advance, Non-Essential Employees are not expected to call out during Emergency Museum Closures. Non-Essential Employees shall be excused from working and will be paid for their regularly scheduled hours at their base wage rate, up to a maximum of five work days.
- iv **Applicability to Afternoon and Evening Shifts.** For employees on the Afternoon and Evening Shifts, the closure bonus will be applied to the calendar day of the week on which the Emergency Museum Closure occurred.
- v **Employees on an Approved Vacation.** Notwithstanding the foregoing, Essential and Non-Essential employees who are scheduled for approved vacation during an Emergency Museum Closure will be excused from working and will continue to have the vacation time deducted from their vacation banks.
- vi **Employees on an Approved Leave of Absence.** Notwithstanding the foregoing, Essential and Non-Essential Employees who are scheduled for an approved leave of absence during an Emergency Museum Closure will be excused from working and will continue to be unpaid, or paid using the appropriate paid time off

category (sick time or vacation) or benefit (paid family leave, short-term disability, workers comp) as designated for their leave.

- vii **Emergency Museum Closures Beyond Five Work Days.** Should an Emergency Museum Closure continue beyond five work days, the Museum shall meet and bargain with the Union regarding additional compensation.
- viii No employee required to work during an emergency, shall be penalized, lose pay or receive a reduction in annual leave or sick leave for failure to arrive on time due to the following circumstances:
 - i) Citywide shutdown of transit and road services closures.
 - ii) Partial city shutdown of transit and road services
 - iii) Other verifiable transportation shutdowns

3. **Labor-Management Safety Committee.** The Parties will revive the dormant Labor-Management Safety Committee as follows:

- A. The Committee shall be composed of an equal number of representatives selected by the Museum and the Union, not to exceed 5 representatives from either party. The Committee shall meet quarterly or at the call of either the Union or the Museum at a time mutually agreeable to both parties. Arrangements for Committee meetings shall be made in advance and the meetings shall be held at reasonable hours mutually agreed upon by the Parties for a maximum of two hours (unless otherwise agreed to by the Parties).
- B. The Committee may participate in the following activities:
 - i. Discuss health and safety concerns, hazards, complaints and violations related to represented employees.
 - ii. Review and provide feedback to any policy relating to occupational safety and health of represented employees.
 - iii. Participate in any site visit by any governmental entity responsible for enforcing safety and health standards unless otherwise prohibited by law.
 - iv. Review any legally mandated report filed by the employer related to the health and safety of the workplace.
- C. Union representatives shall continue to receive their regular pay when attending Committee meetings that occur during their scheduled workday. Union representatives on the Committee may also attend a training of no longer than four hours, without suffering a loss of pay, on the function of worker safety committees, rights established under this section, and an introduction to occupational safety and health.
- D. Union representatives on the Committee shall not be subject to retaliation for any actions taken pursuant to their participation.
- E. In the event that any applicable Federal, State or Local rule or regulation requires any particular safety protocol, measure or action, the Parties agree that the Museum shall take whatever action is necessary to comply. The Museum will discuss with the Committee the impact of such action on represented employees.
- F. Acknowledgement of State Law. The Union acknowledges and accepts that the Collective Bargaining Agreement together with the Labor Management Safety Committee described herein shall operate in lieu of the New York State HERO Act and

expressly waives the provisions of the New York State HERO Act, Labor Law section 218-B and 27-d.

ARTICLE XVIII
OTHER PERSONNEL MATTERS

1. Every employee must be fingerprinted and photographed.
2. Every employee shall be under personal fidelity bond, which shall be paid by the Museum.
3. No employee shall give to any person other than Museum personnel any information whatsoever concerning the Museum's systems of protection.
4. Each employee shall promptly report every change from the information given with his/her original application for employment in respect to any of the following: (1) marital status, (2) address, (3) home telephone number, (4) number of dependents, (5) beneficiaries, (6) education, and (7) emergency notification data. Such information must be filed immediately after such change occurs with his/her Department Head and reported to the Human Resources Department.
5. The Museum will continue the present practice of paydays on every other Friday. Shift differential shall be paid to employees entitled to receive it as part of the regular paycheck on a biweekly basis.
6. The Museum will continue to supply and arrange for the periodic cleaning of uniforms and work clothes without charge to the employees, except in the Education Department.
7. The Museum agrees to provide safe, clean and sanitary working conditions for employees, and adequate locker space.
8. The Museum will reimburse any employee required to use their private vehicle for business purposes at the rate of 23 cents per mile with a minimum of 30 miles use per day.
9. The Museum will arrange for basic first aid supply to be located in the Dispatch Office.
10. The Museum will provide one pair of safety shoes for employees in the Buildings Department as determined by the Manager of Buildings. Such reimbursement shall be handled by the Department through the Purchasing Department and will be on the basis of need but not more than once yearly.
11. In the Security Department, the Museum will provide appropriate shoes as needed, but not more than once a year; in addition, the Museum will provide required belts. A shoe allowance of \$90 will be provided to Security Department personnel who do not receive shoes from the Museum's vendor. The Museum will provide a yearly hose allowance of \$50 for each employee in the Security Department. Security Department supervisory personnel will be issued three suits or dresses, as appropriate, per year. Those Security Department Supervisory personnel who wear personal suits may utilize the Museum's dry cleaning contractor services at no expense to the Employee.
12. Any employee who leaves before three months employment is completed will have the cost of his/her shoes deducted from the final paycheck.

13. The Museum will reimburse employees as follows for the cost of job-related education courses approved by the Vice President for Human Resources: One-half of the fee at the time of enrollment and the other half upon the successful completion of the course, not to exceed \$300 in any fiscal year.
14. Job descriptions for each title shall be considered part of this Agreement. During the term of this agreement, the parties will meet and review job descriptions.
15. The Museum shall provide periodic training in cardiopulmonary resuscitation (C.P.R.) to appropriate employees on a voluntary basis.
16. Employees may review their personnel files at the Human Resources Department under controlled circumstances. Employees shall have the right to have a rebuttal placed in their file regarding any matter in question. This right of file review and rebuttal shall also apply to an employee's personnel file kept by his/her department.
17. Security Officers shall be assigned to day shift during the period of their initial 120 day probation, except that the Museum reserves the right to assign Security Officers during their initial probationary period to shifts other than day shift in the event that there are no other qualified applicants for such shifts.
18. The Museum shall continue its practice at The Cloisters of rotating Security Department employees through galleries in order to reduce the discomforting effects of excessively hot or cold days.
19. The Museum shall provide each employee with a written statement of their leave balances every six months. However, the Museum will not be required to provide each employee with a written statement of their leave balances every six months as long as leave balances are reflected on employees' paystubs.
20. All pregnant, uniformed employees will be provided with appropriately tailored uniforms.
21. In departments where uniforms are required, employees are obligated to wear the uniform prescribed by the Museum.
22. Written documentation pertaining to disciplinary actions taken against an employee for reasons of lateness or uniform violations shall be removed from the employee's personnel file if there is no disciplinary action taken for the same reason against that employee during the previous twelve months. Employees will be notified of any visitor complaints made to management within 45 days of the complaint.
23. Employees working on the afternoon shifts and night shifts shall be permitted to park free of charge in the Museum's south garage parking lot.
24. Overtime hours worked shall be itemized by appropriate rate of pay on paycheck stubs.
25. The Museum shall administer a credit union checkoff for employees participating in the Municipal Credit Union.

26. Reduced rate monthly-parking in the Museum's south garage shall be available to employees covered by this Agreement on the same terms and conditions as offered to Museum employees not covered by this Agreement. A prorated fee for periods in which an employee has an approved vacation of two weeks or more shall be established.
27. The Museum shall provide ten new winter coats to the Cloisters Security personnel.
28. The Met agrees to provide a temporary area for sun relief for Security staff on the roof garden, so long as it does not interfere with any job responsibilities, and subject to weather conditions, permit requirements and client and space requirements.

ARTICLE XIX ADJUSTMENT OF GRIEVANCES

A grievance by an employee or the Union against the Museum shall be adjusted in the following manner:

- A. Step I. Within 30 work days of the date of the cause of the grievance, the employee or Union shall present the matter to the aggrieved employee's immediate manager who shall attempt to settle it.
- B. Step II. The grievance shall be deemed to have been disposed of at Step I, unless within 20 work days from the date of the manager's Step I decision), the employee or Union presents a written statement of the grievance to the Department Head who shall attempt to settle the matter herself .
- C. Step III. The grievance shall be deemed to have been disposed of at Step II unless within 20 work days after receiving the Step II decision of the Department Head, the employee or Union presents a written statement of the grievance to the Grievance Committee (whose membership shall consist of three Administrative Officers to be selected from time to time by the President) for settlement of the matter. Within 45 work days from the receipt of such written statement a Step III hearing shall be held before the Grievance Committee. The employee shall attend the hearing. The Grievance Committee shall render a decision on the matter within 20 work days after the hearing.
- D. Arbitration. The Grievance Committee's Step III decision shall be final and not subject to appeal or review except as provided in Article XXIV and except in cases involving the dismissal or suspension or discipline of an employee having one or more years of service, when 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, whose decision shall be final and binding and not subject to any further appeal or review. The costs of all arbitration shall be divided equally between the parties. The Union must submit its demand for arbitration within 20 work days after receipt of the Grievance Committee's Step III decision (or if the Grievance Committee fails to issue a timely decision, within 20 work days after such missed deadline).
- E. At any hearing before the Department Head or the Grievance Committee, the employee may appear without representation or, at his/her election, with a representative of his/her own choosing who need not be employed by the Museum. At the appropriate level of handling grievances, one steward or not more than two Union representatives will present the matter to the Department Head.

- F. Saturdays, Sundays and holidays listed in Article VII and any days on which the Museum shall be not opened to the public shall be excluded from the computation of "work-days" as said term is used in the foregoing provisions of Article XIX.
- G. All grievances and appeals shall be submitted in writing and delivered with a copy to the Museum's Associate Chief for Labor & Employee Relations within the prescribed deadline. If the Union or the employee fails to properly file a grievance or appeal within the prescribed deadline, the matter shall be deemed to have been abandoned, and the Union may not later advance a grievance or demand for arbitration based on the same incident(s) or action(s). For Steps I and II, management shall hold a hearing within 20 work days after receipt of the written grievance and shall issue a written decision within 20 work days after the hearing. For Steps I and II, if management fails to hold a timely hearing or issue a timely written decision, the Union shall have 20 days from such missed deadline to appeal to the next Step. The parties may extend any of the deadlines or skip one or more steps of the grievance procedure in a particular grievance by mutual written assent.
- H. Expedited Procedures for Terminations. In cases challenging the termination of an employee's employment, all timeframes and deadlines (i.e. for filing a grievance, appeal, and arbitration demand, for holding the hearing, and for issuing a decision) shall be half the number of work days provided in Sections A-G above

ARTICLE XX

UNION RIGHTS AND RESPONSIBILITIES

- 1. The Union shall have the right to display on the separate bulletin boards supplied to the Union by the Museum at the Main Building and The Cloisters, notices of the meetings of the Union, giving the time, place and purpose thereof. However, no notices may be placed on the bulletin boards in the Museum without the approval of the Vice President for Human Resources. Approval will not be unreasonably withheld.
- 2. The Union shall have the right to have a representative present at disciplinary actions involving demotion, probation, suspension or termination or at disciplinary actions where interpretation of the contract is involved. The Union shall be notified of the nature of all dispositions of disciplinary matters concerning Union members who do not elect Union representation in the matters.
- 3. Union stewards and officers shall continue on the payroll while handling grievances or engaging in other bona fide management relations duties pertaining thereto.
- 4. The Union shall certify in writing to the Museum the names of its officers, Executive Committee members and stewards and any changes in such Union representatives as such changes occur during the term of this Agreement.
- 5. The Union agrees that working hours shall be considered productive hours and that no Union work or activities shall be conducted during such productive hours, except as provided for in paragraph 3 of Article XX.
- 6. The Museum agrees to permit an authorized representative or officer of the Union to be admitted to the premises of the Museum during working hours for the purpose of representing an employee in the settlement of a grievance as provided for in Article XIX hereof. The Museum further

agrees to permit any such authorized representative or officer of the Union, subject to securing prior approval from the Vice President for Human Resources and with due regard for the security and safety of the Museum's collections, to be admitted during working hours to areas of the Museum where members of the Union are employed (except areas where work of a confidential nature is being performed) for the purpose of reviewing the working conditions of said members.

7. The Museum shall notify the Union if a Union member is involved in an accident while at work. An appropriate Union official may review accident reports upon request.

ARTICLE XXI

VOLUNTARY POLITICAL DEDUCTION CHECKOFF

1. An employee may authorize deductions for voluntary political contributions from the employee's wages (political contributions or checkoff) by completing an authorization form acceptable to the Museum 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 by the employee. The authorization shall remain in effect until the Museum is notified, in writing, of the revocation of the authorization.
2. The Museum 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 biweekly pay period of each month.
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.
4. The Union shall refund to the employees any contribution wrongfully deducted and transmitted to its fund.
5. No arrears of any kind or any kind or nature will be collected through the political checkoff.
6. The Museum 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 Museum harmless against any claim whatsoever arising out of the deduction and transmittal of said political contributions.
7. The Museum 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 deduction.

ARTICLE XXII

PROTECTION OF THE COLLECTIONS

1. The parties to this Agreement recognize that the collections of art owned by the Museum are part of the cultural heritage of mankind and that their preservation for the education and enjoyment of this and future generations is a public duty.

2. The Museum and the Union recognize their respective responsibilities to safeguard and preserve these artistic treasures and agree that no disagreement or dispute between them should prevent the attendance at all times of the Security Officers, Departmental Technicians, Special Officers, Fire Safety Officers and Maintainers necessary to protect the Museum's collections from loss or damage due to fire, theft or other risk. The Union agrees that neither it nor its members will cause, sanction or take part in any activity that would prevent its members or other personnel of the Museum necessary for the protection of the Museum's collections from discharging their duties and that it will not establish picket lines or respect picket lines established by others that prevent such personnel from entering the premises of the Museum.

ARTICLE XXIII RULES AND REGULATIONS

The Museum may from time to time make 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. The Museum agrees to discuss changes in the rules with the Union, and forward such changes to the Union prior to implementation.

ARTICLE XXIV 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 the parties hereto.

ARTICLE XXV PAST PRACTICE CLAUSE

Nothing contained in this Agreement shall be interpreted as taking away benefits, and/or altering working conditions that may not be specifically mentioned.

ARTICLE XXVI DURATION OF AGREEMENT

Except as otherwise expressly provided herein this Agreement shall take effect as of the 1st day of July 2020, and shall terminate at the end of the 30th day of June 2024.

ARTICLE XXVII
SEVERABILITY

If any portion of the provisions contained in this Agreement shall be determined to be illegal by a court or government agency having jurisdiction, all other portions of the Agreement shall remain in full force and effect.

The parties acknowledge acceptance of this Agreement through the signatures of their authorized representatives on this 18th day of April 2023.

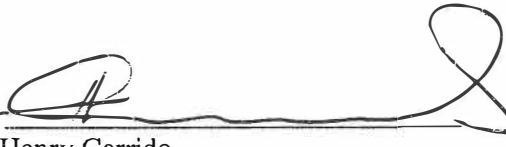
THE METROPOLITAN MUSEUM OF ART

By: 
Rishi Agnani
Interim Chief Human Resource Officer

Witness: _____

Print Name: _____

DISTRICT COUNCIL 37 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO AND ITS AFFILIATED LOCAL,
1503

By: 
Henry Garrido
Executive Director, District Council 37

Witness: _____

Print Name: _____

By: **Rawle Campbell** 
Rawle Campbell
President, Local 1503

Witness: _____

Print Name: _____

APPENDIX A

With reference to Article V of the Agreement, the hours of work for Employees of the Buildings and Security Departments are:

A. Security Department

(1) Day Shift

- (a) For employees in the Security Department, the regular hours of work for a five-day schedule on the Day Shift consist of the following schedules:

7:00 AM to 3:00 PM

8:00 AM to 4:00 PM

9:30 AM to 5:30 PM

1:00 PM to 9:00 PM

Employees working on the First Platoon will be selected from volunteers in order of seniority.

The Second Platoon will consist of the remainder of the Day Shift security force.

(b) Four-day schedule

- (i) In addition to the Day Shift above, there is a four day schedule with two 8-hour days and two 12-hours days. The 12 hour days are Fridays and Saturdays. Overtime is paid for all work performed in excess of the employee's scheduled daily hours of work as in Article VI, Sec. 6.
- (ii) For an excused full day absence, the employee's balance of AL, Holiday compensation or sick time will be reduced by 8 hours for an 8 hour day or by 10 hours for a 12 hour day.
- (iii) In the instance that the former restaurant route is restored, and if the dining room/restaurant closes at or after 11pm, the restaurant route would close at or after 11:15pm, thereby permitting Security employees working this route to earn supper pay.
- (iv) Employees working on the four-day schedule will be selected from volunteers in order of seniority.

- (c) The First Platoon Main Building will consist of at least 69 represented Security employees. These numbers are annualized amounts.

(2) Early Watch

The regular hours of work will be 4:00 PM to 12:00 AM, seven days a week.

(3) Late Watch

The regular hours of work will be 12:00 AM to 8:00 AM, seven days a week.

(4) The Cloisters

- (a) For Security employees at the Cloisters, the regular hours of work consist of the following schedules:

March through October

8:15 AM to 4:15 PM
9:30 AM to 5:30 PM
4:15 PM to 12:15 AM
12:15 AM to 8:15 AM

November through February

8:15 AM to 4:15 PM
9:00 AM to 5:00 PM
4:15 PM to 12:15 AM
12:15 AM to 8:15 AM

- (b) The First Platoon in The Cloisters will consist of at least four (4) Security Officers, two (2) Special Officers, and two (2) Supervising Officers. These numbers are annualized amounts.

(5) Miscellaneous

- (a) All cleaning responsibilities will be eliminated from the job requirements of the positions of Security Officer and Senior Security Officer.
- (b) The ten minute uniform changing break will be eliminated.
- (c) Day Shift Employees will be entitled to two thirty minutes breaks plus a forty-five minute lunch break. For those on the Four (4) Day schedule: Breaks are thirty minutes in the morning, forty-five minutes for lunch, and thirty minutes in the afternoon. On Friday and Saturday, employees working a twelve-hour shift will have two additional breaks between 4:30 pm and 9 pm; one of forty

minutes and the other twenty-five minutes. Early and Late Watch Employees will be entitled to a single one hour break.

- (d) In the event that the museum opens seven days a week, employees in the security department shall undergo a shift bid based on time in title with the goal of maintaining operational needs, and then favoring schedules with two (2) consecutive days off. This clause shall not be interpreted to impair the Museum's right to establish schedules as needed based on staffing and operational needs.
- (e) The Three uniform-tailoring positions formerly part of the cleaning group will remain in the Security Department with their job title becoming Security Departmental Technician. Employees in these titles will work on Day Shift with the same hours as other Security Department Employees. The function of escorting contractors, visitors, etc. in the Museum buildings will also remain with the Security Department.
- (f) These schedules may be changed no more than ½ hour in either direction to ensure adequate coverage during shift changes. Once changes are implemented, they become a permanent schedule. The Parties agree to meet and bargain over any other permanent changes to the schedule outside of those set forth in this Appendix.

B. Buildings Department

- (1) For employees in the Buildings Department, the regular hours of work consist of the following schedules:
 - 6:00 AM to 2:00 PM
 - 7:00 AM to 3:00 PM
 - 8:00 AM to 4:00 PM
 - 9:30 AM to 5:30 PM
 - 4:00 PM to 12:00 AM
 - 12:00 AM to 8:00 AM
 - 3:00 PM to 11:00 PM
 - 1:00 PM to 9:00 PM
- (2) For Buildings employees at the Cloisters, the regular hours of work consist of the following schedules:
 - 6:00 AM to 2:00 PM
 - 7:00 AM to 3:00 PM
 - 8:00 AM to 4:00 PM
 - 9:00 AM to 5:00 PM

- (3) Employees will be “on call” during lunch break, and will be entitled to a “wash-up” break of ten minutes at the end of the workday.
- (4) In addition to the wash up break, Buildings Department employees will receive a 30 minute rest (morning) break, and a 50 minute meal (lunch) break or 20 minute rest (morning) break, 40 minute meal (lunch) and 20 minute (late) break
- (5) The Parties agree to meet and bargain over any other permanent changes to the schedule outside of those set forth in this Appendix

APPENDIX B

- A. Employees in the HVAC Engineering Shop who possess a valid New York City Fire Department Refrigeration Operator's License will receive the following license differentials:

Title	License differential (added to applicable hiring rate)
Assistant Maintainer/ HVAC Engineer	23.01%
Maintainer/ HVAC Engineer	
new hire	61.38%
after 1 year of service	55.35%
after 3 years of service	27.83%
after 5 years of service	21.23%
Supervising Maintainer/ HVAC Engineer	44.27%

- B. Assistant HVAC Engineers, Level B shall be paid at the applicable Museum Maintainer incumbent rate instead of the hiring rate from the start of their employment.
- C. Any Employee newly appointed to the title of Supervising Shop Foreperson in the HVAC Engineering shop on or after July 9, 2019, shall be compensated at the Supervising Maintainer, HVAC Engineer rate, plus an increment to their annualized base wage rate in the amount of no less than \$2,000.00 (based on 2080 hours/year).

APPENDIX C

The term “employee” as used in this Appendix C shall be as defined in the collective bargaining agreement.

- A. Education Department Employees Covered by Agreement. The titles Associate Operations Coordinator, Senior Education Operations Assistant, and Education Operations Assistant in the Education Department shall be discontinued effective May 31, 2017 and shall become Assistant Maintainer effective on June 1, 2017. Effective June 1, 2017, the collective bargaining agreement (“CBA”) shall apply to Assistant Maintainer and any other titles in the Education Department that are covered by Article I of the CBA. No provision of the CBA shall apply retroactively to employees in the Education Department before June 1, 2017.
- B. Additional Terms Applicable to all Education Department Employees in Covered Titles. Effective June 1, 2017, the following terms shall apply to all CBA covered titles in the Education Department:
1. Breaks. Employees shall be entitled to a one-hour unpaid daily break. Employees will be flexible and stagger breaks to ensure coverage in accordance with the Museum’s operational needs.
 2. Schedules. Two of the positions shall work a fixed schedule of Monday through Friday, 8am-4pm. One position will work a variable schedule and will be given his or her schedule for each one-week period at least one week in advance. If any additional positions are created, the Museum will present the schedule for such position to the Union in advance of the start date.
 3. Wages and Salary Increments. Except as specifically provided for the three persons described in Section C below, wage rates and salary increments shall be based on the rates set forth in Article V of the CBA.
- C. Special Terms Applicable to Employees Who Became Covered on June 1, 2017. For the three persons with the titles Associate Operations Coordinator, Senior Education Operations Assistant, and Education Operations Assistant in the Education Department who became newly covered by the collective bargaining agreement on June 1, 2017, the following special terms shall apply. These terms shall not apply to any other person, whether or not they were employed by the Museum in another role or department as of June 1, 2017.
1. Salary Increments. For the purpose of Article V, Section 7 of the CBA, years of service shall be calculated based on the later of: A) June 1, 2017, or B) the date the employee is promoted or transferred into their current title.
 2. Notwithstanding anything in Article V, Section 4 of the CBA to the contrary, the annualized yearly base rates of the three persons effective June 1, 2017 are:

Former Associate Operations Coordinator: \$39,657
Former Senior Education Operations Assistant: \$34,871

Former Education Operations Assistant: \$31,558

The Museum will apply to these wage rates the same percentage adjustment(s) that it makes to the wages of any other Assistant Maintainers under the CBA. For illustrative purposes only, if the general base wage rate of Assistant Maintainers were to increase by 1%, the Museum will increase the above-listed base rates by 1% for these three persons.

3. Annual Leave and Sick Leave. For the purpose of Article VIII (Annual Leave) and Article IX (Sick Leave), years of service shall be based on the person's date of hire at the Museum. On June 1, 2017, the available bank of each person's accrued Annual Leave and Sick Leave shall include that person's accrued time as of May 31, 2017. All new accruals on or after June 1, 2017, and other terms regarding Annual Leave, Sick Leave, and other paid time off, shall follow the collective bargaining agreement.