

COLLECTIVE BARGAINING AGREEMENT
between
THE METROPOLITAN MUSEUM OF ART
and
LOCAL UNION 1503 OF DISTRICT COUNCIL 37
for the period
July 1, 2014 through June 30, 2020

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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, 2014 and ending June 30, 2020.

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 Foreman (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.

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 XVIII 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, 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.

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 <u>City Title</u>	II <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 Foreman (Working)

5. 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 Foreman 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.

ARTICLE VI
WORKWEEK

The normal workweek of all employees (as set forth more fully in the annexed Appendix A and Appendix B 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 Foreman (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 in excess of the employee's scheduled daily hours of work at the rate of time-and-a-half. 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 works overtime as a result of an emergency will be paid for at least a half hour of overtime and any employee who works overtime 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.

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
Columbus 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 4.
- 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.

ARTICLE IX
SICK LEAVE

1. For the first five years of service, employees shall be credited with 6.66 hours per full calendar month of service to be used only for the personal illness of the employee or for care of a family member subject to the maximum and conditions in Section 2 below. 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, which shall be used only for personal illness of the employee, or for care of a family member subject to the maximum and conditions in Section 2 below. No sick leave credit shall be earned by an employee while on leave without pay. Sick leave credit shall be cumulative. Sick leave may be used in no less increments than 1/4 of a regular work day.
2. Effective July 27, 2017, an employee may use up to 40 hours of accrued sick leave in each vacation year (May 1 through April 30) for:
 - a) The care of a family member who needs:
 - 1) medical diagnosis;
 - 2) care or treatment of a mental or physical illness, injury, or health condition; or
 - 3) preventive medical care; or
 - b) care of a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

For the purposes of this provision, "family member" shall mean an employee's child, spouse, domestic partner, parent, sibling, grandchild, grandparent, or the child or parent of an employee's spouse or domestic partner. Employees must provide appropriate notice and follow established call out procedures for all such use.

For the first vacation year this Section 2 is effective (May 1, 2017 through April 30, 2018), the total number of hours available for care of family members shall be prorated for the portion of the vacation year from the date of ratification through the end of the vacation year (April 30, 2018).

3. 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.
4. 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.
5. Nothing herein shall be deemed to affect the right of the Museum, at its option, to grant a premature retirement for disability.
6. 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.
7. 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 5 and 6.
8. 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.
9. 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.
10. 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.
11. It is within the sole discretion of the Museum to grant sick leave during the first 90 days of employment. New employees may not otherwise take sick leave for the first 90 days of employment.
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.

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.
 - 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.

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 9 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.

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.

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 an employee shall date from the beginning of his/her last continuous employment in the Museum. 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, who were hired last shall be laid off first, and rehiring shall be in reverse order within the particular department or title. The Museum shall notify by certified mail the employee who had been laid off that a position is available and if he/she shall not report for work within ten working days after mailing of such notice, he/she shall lose his/her seniority rights.
3. 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

1. 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 after the expiration of five calendar days following 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 this time also 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.

After the written and practical tests are given, the Union will be notified of those who will have an interview. After all four parts of the examination have been scored, the Union shall be notified of the results. If no objection is raised within 3 work days of such notice, then the offer of hire shall be made. If a timely objection is raised and is unresolved, then the matter shall be presented to the Vice President for Human Resources for determination. The Vice President for Human Resources 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 sixty days of the successful candidate's start date, is vacated, 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 trial period, he/she may be subject to dismissal without any right to challenge the dismissal through the Grievance Procedure outlined in Article XVIII 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 XVIII 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 following completion of 90 days of employment at the Museum.
 - 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 three (3) 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 Foreman shall be utilized in shops of three or more Maintainers or Assistant Maintainers, [except to employees in the Education Department].

ARTICLE XVII
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 for use when a staff nurse is not on duty.
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.

ARTICLE XVIII 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 XXIII 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 XVIII.
- 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 XIX 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 XIX.
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 XVIII 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 XX
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 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 XXI
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 XXII
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 XXIII
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 XXIV
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 XXV
DURATION OF AGREEMENT

Except as otherwise expressly provided herein this Agreement shall take effect as of the 1st day of July 2014, and shall terminate at the end of the 30th day of June 2020.

ARTICLE XXVI
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 26th day of March 2018.

THE METROPOLITAN MUSEUM OF ART

By: 
Daniel H. Weiss
President and CEO

Witness: 

Print Name: Heather Lamb

LOCAL UNION NO. 1503 OF DISTRICT
COUNCIL 37 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

By: _____
Henry Garrido
Executive Director, District Council 37

Witness: _____

Print Name: _____

By: _____
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:

1. Security Department

A. At the Museum

(1) Day Shift – First Platoon

- (a) For employees who began work at the Museum before June 9, 2006, the regular hours of work for the shift known as First Platoon will be:

8:15 AM to 4:30 PM, Monday through Saturday

8:15 AM to 3:30 PM, Sunday and Holidays

(with the opportunity to work on Sundays and Holidays for an additional hour from 3:30 to 4:30 on a voluntary basis at double-time pay)

- (b) For employees beginning work at the Museum on or after June 9, 2006, for the first four years of their employment the regular hours of work for the shift known as First Platoon will be:

8:15 AM to 4:30 PM, Monday through Saturday

8:15 AM to 4:30 PM, Sunday and Holidays

- (c) The First Platoon will consist of at least sixty (60) Security Officers, four (4) Special Officers, four (4) Supervising Security Officers and one (1) Assistant Chief Supervising Security Officer. These numbers are annualized amounts.
- (d) Employees working on the First Platoon will be selected from volunteers in order of seniority.

(2) Day Shift – Second Platoon

- (a) For employees who began work at the Museum before June 9, 2006, the regular hours of work for the shift known as Second Platoon will be:

9:00 AM to 5:30 PM, Monday, Wednesday, Thursday, Friday

9:00 AM to 5:00 PM, Tuesday

9:30 AM to 5:30 PM, Saturday

10:30 AM to 5:30 PM, Sunday and Holidays

(with the opportunity to work on Sundays and Holidays for an additional hour from 9:30 to 10:30 on a voluntary basis at double-time pay)

- (b) For employees beginning work at the Museum on or after June 9, 2006, for the first four years of their employment the regular hours of work for the shift known as Second Platoon will be:

9:00 AM to 5:00 PM, Tuesday
9:00 AM to 5:00 PM, Saturday
9:30 AM to 5:30 PM, Sunday and Holidays

- (c) The Second Platoon will consist of the remainder of the Day Shift security force.

(3) Early Watch

The regular hours of work will be 4:30 PM to 12:30 AM, seven days a week.

(4) Late Watch

The regular hours of work will be 12:20 AM to 8:20 AM, seven days a week.

(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. Early and Late Watch Employees will be entitled to a single one hour break.

B. The Cloisters

(1) Day Shift – First Platoon

- (a) For employees who began work at the Museum before June 9, 2006, the regular hours of work for the shift known as First Platoon will be:

8:15 AM to 4:30 PM, Monday through Saturday
8:15 AM to 3:30 PM, Sunday and Holidays
(with the opportunity to work on Sundays and Holidays
for an additional hour from 3:30 to 4:30 on a voluntary
basis at double-time pay)

- (b) For employees beginning work at the Museum on or after June 9, 2006, for the first four years of their employment the regular hours of work for the shift known as First Platoon will be:

8:15 AM to 4:30 PM, Monday through Saturday
8:15 AM to 4:30 PM, Sunday and Holidays

- (c) The First Platoon will consist of at least four (4) Security Officers, two (2) Special Officers and two (2) Supervising Officers. These numbers are annualized amounts.
- (d) Employees working on the First Platoon will be selected from volunteers in order of seniority.

(2) Day Shift – Second Platoon

- (a) For employees who began work at the Museum before June 9, 2006, the regular hours of work for the shift known as Second Platoon will be:

(i) March through October

9:00 AM to 5:30 PM, Monday, Wednesday, Thursday, Friday
9:30 AM to 5:30 PM, Tuesday
9:30 AM to 5:30 PM, Saturday
10:30 AM to 5:30 PM, Sunday and Holidays
(with the opportunity to work on Sundays and Holidays
for an additional hour from 9:30 to 10:30 AM on a
voluntary basis at double-time pay)

(ii) November through February

8:30 AM to 5:00 PM, Monday through Friday
9:00 AM to 5:00 PM, Saturday

10:30 AM to 5:00 PM, Sunday and Holidays
(with the opportunity to work on Sundays and Holidays
for an additional hour from 9:30 to 10:30 AM on a
voluntary basis at double-time pay)

(b) For employees beginning work at the Museum on or after
June 9, 2006, for the first four years of their employment the
regular hours of work for the shift known as Second Platoon will
be:

(i) March through October

9:00 AM to 5:30 PM, Monday, Wednesday, Thursday,
Friday

9:30 AM to 5:30 PM, Tuesday

9:30 AM to 5:30 PM, Saturday

9:30 AM to 5:30 PM, Sunday and Holidays

(ii) November through February

8:30 AM to 5:00 PM, Monday through Friday

9:00 AM to 5:00 PM, Saturday

9:30 AM to 5:00 PM, Sunday and Holidays

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

(3) Early Watch

The regular hours of work will be 4:30 PM to 12:30 AM, seven days a
week.

(4) Late Watch

The regular hours of work will be 12:20 AM to 8:20 AM, seven days a
week.

(5) All other conditions of the shifts, including breaks, are the same as
specified in Paragraph A (5) above.

2. Buildings Department

A. Generally

(1) The work hours of the Day Shift will be 8: AM to 4:00 PM.

(2) 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.

(3) All other conditions of the shifts will remain the same.

- (4) Morning break shall be from 10:00 am-10:30 am, lunch break shall be from 12:30 pm – 1:20 pm and wash-up break shall be from 3:50 pm – 4:00 pm.

B. Cleaning Employees

- (1) Cleaning Employees, as listed below, will be transferred from the Security department to the Building Department. The job titles for such Employees will be Assistant Maintainer/Cleaner (formerly Security/Cleaner), Maintainer/Cleaner (formerly Supervisor, Security/Cleaner), and Supervising Maintainer/Cleaner (formerly Chief Supervisor).
- (2) 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.
- (3) At the Museum, the following work shifts will be established for cleaning personnel:
 - (a) Employees on night shift will work from 12:00 AM to 8:00 AM, with a one hour lunch break. This shift will consist of up to twenty Cleaning Employees who were employed in such cleaning positions with the Museum as of 30 June 1984, plus individuals hired for such positions thereafter.
 - (b) The remainder of the Cleaning Employees will work on Day Shift from 8:00 AM to 4:00 PM with the same breaks as other Building Department Employees.
- (4) At the Cloisters, the following work shifts will be established for Cleaning Employees:
 - (a) The work hours of the early shift will be from 6:00 AM to 2:00 PM, with the same breaks as other Buildings Department Employees.
 - (b) The work hours of the second shift will be from 9:00 AM to 5:00 PM during November through February, 9:30 AM to 5:30 PM during March through October, with the same breaks as other Buildings Department Employees.
 - (c) The work hours and breaks of the Senior Matron are from 10:00 AM to 5:00 PM with the same breaks as other Buildings Department Employees.

APPENDIX B

Effective October 1, 1989 the Museum implemented a new Security Department shift consisting of newly hired Security personnel and volunteers from among existing personnel. The shift was as follows:

- Four day workweek consisting of Friday, Saturday and two other days.
- Work day is from 9:30 AM to 9 PM on Friday and Saturday, 10:30 AM to 5:30 PM on other work days. Individuals scheduled for Sunday have the option of reporting at 9:30 AM and receiving one hour of overtime pay at a doubletime rate.
- Breaks are thirty minutes in the morning, forty-five minutes for lunch, and thirty minutes in the afternoon. On Friday and Saturday there are two additional breaks between 5:00 PM and 9 PM, one of thirty minutes, the other twenty-five minutes.
- Accrued time taken off on Friday and Saturday (such as annual leave, sick leave, holiday, injury leave, etc.) is charged at the rate of 1.25 leave days per each such day off. Such time will be charged at the rate of 1.0 leave day per each day off for days taken off on other than Friday and Saturday.

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 collection 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 5 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.

EXHIBIT A

POLITICAL CONTRIBUTIONS CHECKOFF AUTHORIZATION FORM

PRINT CLEARLY OR TYPE

2	- - - - -	3	C \$
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Last Name First Initial Social Security Number Amount per pay period

37 DC 37 PEOPLE COMMITTEE
P.O. BOX 802, Canal Street Sta.
New York, N.Y. 10013

DISTRICT COUNCIL 37, AFSCME, LOCAL 4

**AUTHORIZATION FOR
VOLUNTARY DEDUCTION**

6	Job Title	Dept.
---	-----------	-------

Street No Apt. No City State Zip

Effective as of (month) (year) I hereby authorize regular payroll deductions from my earnings in the amount specified hereon as a voluntary contribution to be sent to the Treasurer of the DC 37 PEOPLE Committee, to be used in accordance with the Bylaws of the said Committee and applicable law for the purpose of making political contributions in connection with Federal elections. My contribution is voluntary, and I understand that it is not required as a condition of employment, and that I may revoke this authorization at any time by giving written notice to the Treasurer of the DC 37 PEOPLE Committee under my payroll action, such revocation being effective when completed into the employer's payroll system. This authorization supersedes all previous authorizations.

A copy of the DC 37 PEOPLE Committee report is filed with the Federal Commission on Political Contributions and is available to persons from the Federal Election Commission, Washington, DC.
See reverse side for instructions.

Signature Date

The Metropolitan Museum of Art

Fifth Avenue at 82nd Street, New York, N.Y. 10028 212-TR 9-5500

May 25, 1988

Mr. Arthur Egel, President
Local 1503 of District Council 37
of the American Federation of
State, County and Municipal Employees
AFL-CIO

The Metropolitan Museum of Art
New York, New York 10028

Dear Mr. Egel:

This is to confirm that the Museum has fulfilled its agreement, made at the collective bargaining negotiations covering the contractual period July 1, 1985 through December 31, 1988, to allow a stool to be introduced on a trial basis in the large K-wing elevator for use by the Security Department employee operating the elevator. As understood, it was to be management's determination whether the trial was successful or not.

For your information, the Museum is now prepared to introduce stools in additional elevators on a trial basis.

Sincerely,



Michael Sparacino
Administrator for Personnel

The Metropolitan Museum of Art

Fifth Avenue at 82nd Street, New York, N.Y. 10028 212-TR 9-5500

May 25, 1988

Mr. Arthur Egel, President
Local 1503 of District Council 37
of the American Federation of
State, County and Municipal Employees
-AFL-CIO
The Metropolitan Museum of Art
New York, New York 10028

Dear Mr. Egel:

This is to confirm our understanding and agreement that the "check box" area at The Cloisters will be manned by Security Department personnel covered by this Agreement upon the retirement, resignation or severance of employment of the individual presently performing this function.

Sincerely,



Michael Sparacino
Administrator for Personnel

September 6, 1984

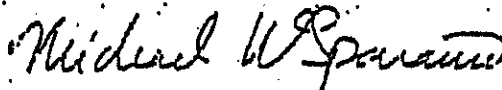
Mr. Moses Davoren,
President
Local 1503 of District Council 37
of the American Federation of
State, County and Municipal Employees
AFL-CIO
The Metropolitan Museum of Art
New York, N.Y. 10028

RE: Assignment of Electricians

Dear Mr. Davoren:

In accordance with the understanding reached at our recent collective bargaining negotiations, this is to confirm that employees assigned to the electric shop will be assigned in pairs in work situations involving 600 or more volts.

Sincerely,



Michael W. Sparacino
Administrator for Personnel

MWS:ds

September 6, 1984

Mr. Moses Davoren, President
Local 1503 of District Council 37
of the American Federation of
State, County and Municipal Employees
AFL-CIO
The Metropolitan Museum of Art
New York, N.Y. 10028

RE: Labor Management Issues

Dear Mr. Davoren:

In accordance with the understanding reached at our recent collective bargaining negotiations, this is to confirm that the Museum and Union will discuss in Labor-Management meetings the issue of weekend scheduling for Union employees at The Cloisters and the possibility of providing long-term income protection to employees who become totally disabled prior to age 52.

Sincerely,

Michael W Sparacino

Michael W. Sparacino
Administrator for Personnel

MWS:ds

The Metropolitan Museum of Art

Fifth Avenue at 82nd Street, New York, N.Y. 10028 ... 212-TR 9-5500

July 1, 1979

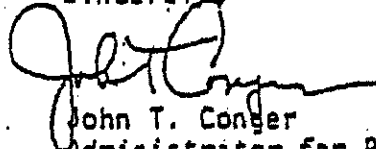
Mr. John Mauser, President
Local Union 1503 of District Council 37
of the American Federation of State,
County and Municipal Employees, AFL-CIO
The Metropolitan Museum of Art
New York, NY 10028

Dear Mr. Mauser:

Subject: Letter of Agreement-Christmas, New Year's and Thanksgiving Days

Effective July 1, 1979, the Museum and The Cloisters will be closed to the public on the days of Christmas, New Year's and Thanksgiving. Christmas, New Year's and Thanksgiving days will, therefore, become actual days off for the majority of staff members. The Museum will, of course, require the normal manpower assignments comparable to other holidays to safely operate and properly secure the buildings. In addition, the Museum will grant Martin Luther King Day as a holiday when and if so designated and funded by the City of New York.

Sincerely,



John T. Conger
Administrator for Personnel

The Metropolitan Museum of Art

Fifth Avenue at 82nd Street, New York, N. Y. 10028 212-778 6350

July 1, 1979

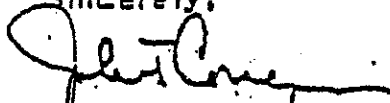
Mr. John Mauser, President
Local Union 1503 of District Council 37
of the American Federation of State,
County and Municipal Employees, AFL-CIO
The Metropolitan Museum of Art
New York, NY 10028

Dear Mr. Mauser:

Subject: Training Programs

The Museum agrees that during the life of this agreement both parties will work together to explore the probability of developing training programs for apprenticeship in the skills areas of Building/Maintenance. These programs shall, if developed, be necessarily off the Museum premises.

Sincerely,



John T. Conger
Administrator for Personnel

The Metropolitan Museum of Art

5th Avenue at 82nd Street, New York, N.Y. 10028 212-TR 9-5300

July 1, 1979

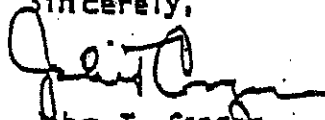
Mr. John Mauser, President
Local Union 1503 of District Council 37
of the American Federation of State,
County and Municipal Employees, AFL-CIO
The Metropolitan Museum of Art
New York, NY 10028

Dear Mr. Mauser:

Subject: Work by Outside Contractors

During the term of this contract the Museum will undertake a review of work performed by outside contractors to determine the most economic use of available funds. The Museum will make every effort to fully utilize full time staff before resorting to using outside contractors in maintenance functions.

Sincerely,



John T. Conger
Administrator for Personnel

ORIGINAL

EXHIBIT A

June 22, 2017

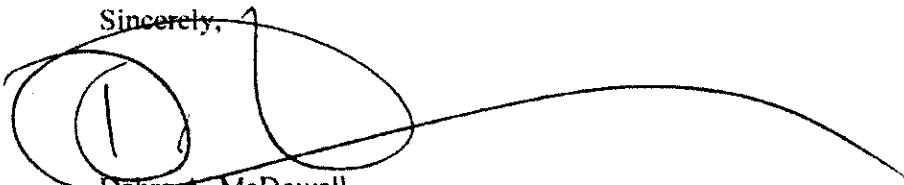
Mr. David Moog
DC 37

Re: Floor Mats

Dear David:

This letter confirms our understanding regarding the placement of mats on the floor in the coat check and bag inspection posts in the Main Building (81st and 82nd Street entrances) and at the coat check post at The Breuer. The Museum shall order floor mats. The Union understands that the Officers will be required to move and place the mats. The Parties agree that the use of floor mats is on a trial basis and the Museum may alter, relocate, and/or remove the mats if the Museum determines that the mats create a risk to safety of staff and/or visitors, impede the flow of visitor traffic, or due to other business reasons. If the Museum finds that the mats must be removed because they create a risk to safety of staff and/or visitors, the parties shall meet and discuss the issue.

Sincerely,

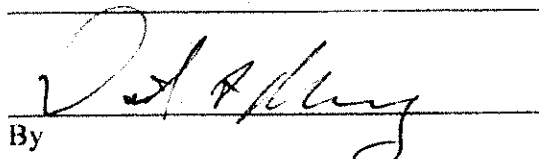


Debra A. McDowell
Vice President for Human Resources

Accepted and Agreed:

For District Council 37, AFSCME, AFL-CIO:

For Local 1503, DC 37, AFSCME, AFL-CIO:

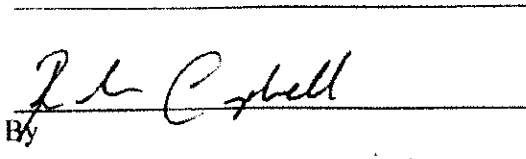


By

Senior Analyst

Title

6/22/17



By

Local 1503 President

Title

6/23/17

ORIGINAL

EXHIBIT B

June 22, 2017

David Moog

DC 37

Re: Labor-Management Task Force Trial Program

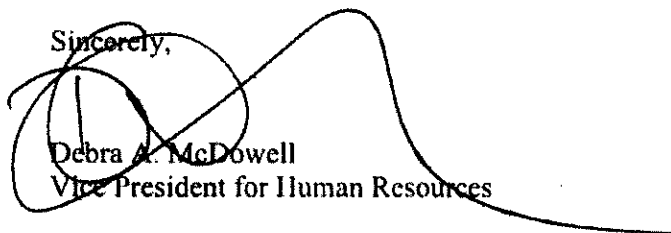
Dear David:

This letter confirms our understanding regarding a Labor-Management Task Force trial program. The Task Force shall be in addition to periodic Labor-Management meetings.

1. Term of program. The program described and any obligations set forth in this letter shall expire on June 30, 2020.
2. Referral of subjects. The Parties agree to refer the following subjects to the Labor-Management Task Force for discussion:
 - a. The Met Breuer - Application of the Collective Bargaining Agreement to employees in covered titles who are assigned to work at the Met Breuer.
 - b. Training Program – Training for current employees in represented titles.
3. Labor-Management Task Force Trial Program.
 - a. The Museum and the Union agree to establish a Labor-Management Task Force made up of an equal number of representatives from the Museum and the Union, not to exceed 5 representatives from either party. The Task Force shall meet at the call of either the Union or the Museum at a time mutually agreeable to both parties, but at least on a quarterly basis. The Task Force will discuss the subjects listed in section (2) above and any additional subjects that may be referred to the Task Force if mutually agreed to by the Parties.
 - b. Arrangements for Labor-Management Task Force meetings shall be made in advance and meetings shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings and related Task Force work fall within their regular work hours.

- c. The Museum and the Union agree to jointly participate in training for Labor-Management groups offered by the Federal Mediation and Conciliation Service.
- d. The Museum and the Union agree that either party may request that a mediator from the Federal Mediation and Conciliation Service be present to facilitate the Task Force meetings.

Sincerely,


Debra A. McDowell
Vice President for Human Resources

Accepted and Agreed:

For District Council 37, AFSCME, AFL-CIO:

For Local 1503, DC 37, AFSCME, AFL-CIO:





By

DC37 Senior Analyst

Title

6/27/17

Date

By

Local 1503 President

Title

6/26/17

Date

MEMORANDUM OF AGREEMENT

The Metropolitan Museum of Art ("Museum"), and District Council 37 of AFSCME, AFL-CIO, including Local 1503, (the "Union"), agree as follows:

2016 OCT 17 AM 11:45
DC 37

1. Only for the term of the successor to 2008 to 2014 Agreement between the parties, the Museum agrees that the Cashier's Office will be available for Union employees to cash Museum paychecks for two hours on each regular Museum payday. Notwithstanding the foregoing, checking cashing will not be available in any week when a payday falls on a Museum holiday.
2. The Union will withdraw, with prejudice, the demand for arbitration and grievance regarding payroll falling on holiday weeks, AAA case number 01-16-0000-7370. The Union agrees that the second sentence of Article XVII (5), "When a payday falls on a holiday, paychecks shall be issued on the previous workday," will be deleted from the CBA.
3. The Union agrees that neither it nor its members have filed, or will file, a grievance, charge, or claim regarding the announced changes to the operations and services of the Museum's Cashier's Office.

FOR DC 37:

FOR THE METROPOLITAN MUSEUM OF ART:

Sign: *David J. Meag*

Sign: *9 A W*

Name: *David J. Meag*

Name: *Eleano J. V...*

Date: *10/14/16*

Date: *10/14/16*

FOR LOCAL 1503:

Sign: *[Signature]*

Name: *Donal McCaba*

Date: *10/14/16*