

ORIGINAL

AGREEMENT BETWEEN

EL MUSEO DEL BARRIO, INC.

AND

DISTRICT COUNCIL 37 AND ITS AFFILIATED LOCAL 1665

AFSCME, AFL-CIO

JANUARY 1, 1997 THROUGH DECEMBER 31, 2000

EL MUSEO DEL BARRIO, INC.

AND

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

I.	RECOGNITION.....	1
II.	UNION SECURITY.....	2
III.	MANAGEMENT RIGHTS.....	3
IV.	DISCIPLINE AND DISCHARGE.....	4
V.	WORK SCHEDULE AND OVERTIME.....	4
VI.	HOLIDAYS.....	5
VII.	VACATION.....	6
VIII.	SICK LEAVE.....	8
IX.	PROBATIONARY EMPLOYEES.....	9
X.	NO STRIKE, NO LOCKOUT.....	10
XI.	GRIEVANCE & ARBITRATION PROCEDURE.....	10
XII.	SALARIES.....	12
XIII.	UNIFORMS.....	13
XIV.	LABOR MANAGEMENT MEETINGS.....	13
XV.	HEALTH INSURANCE, PENSION, DISABILITY.....	13
XVI.	SUPPLEMENTAL BENEFITS.....	14
XVII.	JOB SECURITY.....	14
XIX.	COMPLETE AGREEMENT.....	15
XIXI.	TERM OF AGREEMENT.....	15
	APPENDIX A.....	16

person employed by the Museum in any capacity. No Union business, including, but not limited to, collection of penalties of assessments, solicitation of members or drives for membership, shall be carried on during working hours, nor shall any Union meetings be held on the premises of the Museum without prior permission by the Executive Director.

Section 4 - Nothing herein shall be construed to preclude or restrict the right of employees covered by this Agreement to consult directly with the Museum, or the right of the Museum to consult directly with any such employee on any matter relating to the terms or conditions of employment or otherwise, except that as to matters which are proper subjects of collective bargaining the Museum shall negotiate only with the Union.

ARTICLE II

UNION SECURITY

Section 1 - As a condition of continued employment, all employees shall, beginning on the thirty-first (31st) day after the execution of this Agreement or beginning on the thirty-first (31st) day after commencing employment, whichever is later, pay to the Union an amount of money equal to that paid by other members of the Union for the Union's regular and usual initiation fees, and its regular and usual dues and its general and uniform assessments.

Section 2 - The Museum agrees that, during the term of this Agreement, it will deduct from the salary of employees, and turn over to the proper officers of the Union, the regular Union dues required to employees under Section 1 of this Article, provided that the Museum has received from each employee on whose account such deductions are made a written authorization for such deductions. Such authorization shall be revocable at will by the employee. The Museum will not make a deduction from the salary of an employee in any pay period in which his net earnings are insufficient to cover the full deduction. The Union agrees to indemnify the Museum for, and hold the Museum harmless against, any and all claims, suits or other forms of liability arising out of any deduction of money under this Section.

ARTICLE III

MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Museum retains the sole right to direct and control any and all operations of the Museum and all persons employed by it. This includes (but is not limited to) the right to: hire, transfer, promote or lay off employees; discipline or discharge employees for just cause; determine and change the duties and kind and type of work to be performed by individual employees; adopt new or changed methods of performing the work; make reasonable rules and regulations or

change such rules and regulations; change assigned days of rest for any employee (provided that the Museum shall give an employee two weeks' notice of any such change, and shall not change an employee's assigned days of rest for the purpose of evading its obligation to pay overtime); approve or disapprove requests for vacations; contract out work as the Museum deems necessary or appropriate in the interest of efficiency, economy or emergency.

ARTICLE IV

DISCIPLINE AND DISCHARGE

No employee shall be discharged or disciplined except for just cause. This Article shall not apply to probationary employees under Article IX of this Agreement.

ARTICLE V

WORK SCHEDULE AND OVERTIME

Section 1 - The regularly scheduled work week for typist and receptionist shall be thirty-five (35) hours as scheduled by the Museum. The regularly scheduled work week for guards shall be thirty (30) hours as scheduled by the Museum.

Section 2 - An employee (other than the curator) required to work overtime in excess of his/her regularly scheduled hours of work, as set forth in Section 1 of this Article, shall receive an equal amount of compensatory time off for all such excess hours worked, provided that an employee (other than the curator) who works in

excess of forty (40) hours in one work week shall instead be compensated at the rate of one and one-half times the employees' regular hourly rate of pay for the hours worked in excess of forty (40).

Section 3 - The unit of time for computing overtime shall be one quarter hour.

ARTICLE VI

HOLIDAYS

Section 1 - The following shall be paid holidays

Martin Luther King Day	Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Labor Day	New Year's Day

Section 2 - An employee shall become eligible for holiday pay on the sixtieth (60th) day following the date he or she is hired.

Section 3 - In order to be eligible to receive holiday pay, an employee must work the scheduled shift on his or her last work day immediately preceding such holiday and must work the scheduled shift on his or her first workday immediately following such holiday, unless the employee can provide an excuse and, where appropriate, documentation satisfactory to the Museum.

Section 4 - Employees who have completed at least six (6) months of employment are entitled to the following paid personal days annually, in accordance to the schedule listed below:

<u>Length of Active Service</u>	<u>Personal Days</u>
1-3 years	2 days
3-5 years	3 days
5 years or more	4 days

The paid personal days are to be scheduled in accordance with the procedure for scheduling vacations under Article VII, Section 4 of this Agreement. Such personal days shall accrue at the monthly accrual rate listed in the following schedule:

<u>Length of Active Service</u>	<u>Monthly Accrual</u>
1-3 years	One-sixth (1/6) personal day per month of employment during the calendar year
3-5 years	One-fourth (1/4) personal day per month of employment during the calendar year
5 years or more	One-third (1/3) personal day per month of employment during the calendar year

Section 5 - An employee required to work on a paid holiday shall be paid at the rate of one and one-half times the employee's regular rate of pay for such work.

ARTICLE VII

VACATION

Section 1 - An employee actively employed on December 31 of any calendar year shall receive during the next calendar year a vacation with pay in accordance with the following schedule (to be accrued in accordance with Section 2 of this Article):

<u>Length of Active Service</u>	<u>Annual Length of Vacation</u>
1-3 years	10 days
3-5 years	15 days
5 years or more	20 days

For purposes of this Article, a paid vacation day shall mean six (6) hours pay in the case of guards and seven (7) hours pay in the case of receptionist and typists.

Section 2 - Paid vacation time may not be taken within the first four (4) months of employment, but shall accrue in accordance with the following schedule:

<u>Length of Active Service</u>	<u>Monthly Accrual</u>
1-3 years	Five-sixths (5/6) vacation day per month of employment during the calendar year
3-5 years	One and one-quarter (1-1/4) vacation day per month of employment during the calendar year
5 years or more	One and two-thirds (1-2/3) vacation day per month of employment during the calendar year

Employees shall only be entitled to take such paid vacation in any calendar year as has accrued in accordance with the above schedule. Employees shall be allowed to carry over up to ten (10) days of vacation into the succeeding year.

Section 3 - An employee on vacation during a paid holiday shall not be charged for vacation time occurring on the holiday.

Section 4 - Except with the approval of the employee's supervisor, all vacations shall be taken in periods of not less than one week, and shall be scheduled for dates mutually agreeable to the Museum and the employee. Vacation requests must be submitted to the employee's supervisor at least thirty (30) days in advance.

Section 5 - An employee who leaves the Museum's employ shall receive pay for any vacation time accrued but not taken. The Museum shall have the right to pay for such accrued vacation time in accordance with its normal payroll schedule.

ARTICLE VIII

SICK LEAVE

Section 1 - An eligible active employee absent because of sickness will be entitled to paid sick leave as follows during the term of this Agreement:

<u>Length of Active Service</u>	<u>Annual Sick Leave</u>
1-3 years	6 days
3-5 years	8 days
5 or more years	10 days

Section 2 - Paid sick leave shall accrue in accordance with the following schedule:

<u>Length of Active Service</u>	<u>Monthly Accrual</u>
1-3 years	One-half ($\frac{1}{2}$) sick leave day per month of employment during the calendar year
3-5 years	Two-thirds ($\frac{2}{3}$) sick leave day per month of employment during the calendar year
5 years or more	Five-sixths ($\frac{5}{6}$) sick leave day per month of employment during the calendar year

Section 3 - Unused sick leave may be carried over into the succeeding calendar year.

Section 4 - An employee who cannot report to work because of sickness must notify the Museum no later than 9:30 a.m. in order to be eligible for sick pay, except in cases where such notice is not reasonably possible because of emergency.

Section 5 - An employee may use up to a total of five (5) days sick leave and/or personal days (as provided under Article VI, Section 4) in the event of the death of an immediate family member (i.e., parent, grandparent, child, spouse, sibling).

ARTICLE IX

PROBATIONARY EMPLOYEES

Section 1 - New employees shall be considered probationary employees until they have been actively employed for six (6) months. The Museum shall have the right to discipline or discharge probationary employees at any time, with or without cause.

Section 2 - If, prior to the end of the probationary period, the Museum determines that an employee has not performed satisfactorily, but believes that the employee will become a satisfactory employee with additional training, the Museum may extend the probationary period an additional thirty (30) calendar days upon the written consent of the Union to such extension.

ARTICLE X

NO-STRIKE, NO-LOCKOUT

Section 1 - During the term of this Agreement neither the Union nor the employees shall engage in any strike (including, but not limited to, any sympathy strike), work stoppage, slowdown, interruption or delay of work or picketing (or refusal to cross a picket line, except in cases where there is a risk to personal safety). During the term of this Agreement there shall also be no lockout by the Museum.

ARTICLE XI

GRIEVANCE-ARBITRATION PROCEDURE

Section 1 - Disputes concerning the interpretation or application of any provision of this Agreement shall be adjusted as follows:

Step 1. Within five (5) work days after the occurrence of the incident or event giving rise to the grievance, the employee shall present the matter to his immediate supervisor, who shall attempt to settle it.

Step 2. If the grievance is not settled under Step 1, the employee or the Union may file a written statement of the grievance with the Executive Director of the Museum. Such statement must be filed within five (5) work days of the decision in Step 1. The Executive Director shall render a written decision on the grievance within ten (10) work days of the Museum's receipt of the written statement of grievance. The Executive Director may, in his or her discretion, conduct a hearing before rendering such decision. If the decision is not rendered within the designated ten (10) day period, the Union may pursue the grievance pursuant to Step 3, below, as though a decision denying the grievance had been rendered on the tenth (10th) day.

Step 3. The Union may pursue any grievance not resolved in Step 2 by sending written notice to the Executive Director of the Union's intent to submit the dispute to arbitration. Such written notice must be filed within ten (10) work days of the Union's receipt of the Executive Director's Step 2 decision.

Section 2 - Step 1 of the grievance procedure shall not apply where the employee wishing to file a grievance reports directly to the Executive Director of the Museum. In any such case, the grievance procedure shall commence with Step 2.

Section 3 - The time limits set forth in Section 1 of this Article may not be extended, except by written agreement between the Union and the Executive Director of the Museum. Failure by an employee or the Union to adhere to the time limits set forth in Section 1 of this Article or in any such written agreement shall constitute a waiver of the grievance.

Section 4 - The arbitrator shall be selected by the parties pursuant to the rules and regulations of the American Arbitration Association and the fees and expenses of the Arbitrator shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE XII

SALARIES

Section 1 - The minimum salaries set forth in Appendix A to the Agreement shall apply during the term of the Agreement.

Section 2 - The Museum will bargain on request by the Union for salaries of any exhibition aides, secretaries or maintenance men who may be hired into the bargaining unit during the term of the Agreement.

Section 3 - An employee required to perform jury duty or compelled by subpoena to appear as a witness in court shall receive his or her regular pay (minus statutory fees) for the period he or she is required to miss work, up to a maximum of fifteen (15) work days.

Section 4 - An employee required to open and close the museum gallery shall be given a differential in the amount of five hundred dollars (\$500). This amount shall be pro-rated annually.

ARTICLE XIII

UNIFORMS

Annually, the museum will provide a new uniform to each employee required to wear a uniform.

ARTICLE XIV

LABOR MANAGEMENT MEETINGS

Notwithstanding the provisions of Article I and III, and in the spirit of cooperation, the Museum and/or the Union may request labor management meetings to discuss and confer the practical impact or adverse effect of certain events that may arise from time to time.

ARTICLE XV

HEALTH INSURANCE, PENSION, DISABILITY

Section 1 - During the term of this Agreement the Museum shall continue to provide the medical and hospitalization insurance coverage currently in effect for employees. The Museum reserves the right to change insurance carriers and to make other administrative changes so long as coverage is not reduced.

Section 2 - The Museum will participate in the Cultural Institutions Retirement System (CIRS) during the term of this Agreement, so long as the City of New York pays the cost of employer contributions required under the CIRS for all employees covered by this Agreement. Employees covered by this Agreement shall be enrolled in the CIRS and the Cultural Institutions Group Life Insurance Plan (CIGLI), provided the employee is eligible for membership in the CIRS and the CIGLI.

Section 3 - The Museum will abide by the requirements of the New York State Disability Insurance law.

ARTICLE XVI

SUPPLEMENTAL BENEFITS

The Museum will provide supplemental benefits offered by the Cultural Institution Retirement System, to members covered by this agreement.

ARTICLE XVII

JOB SECURITY

Prior to any reduction in the workforce the Union and its members will be informed in a timely manner of the actions that will be taken. Discussions with the Union will commence with the Museum upon notification of such workforce reduction.

ARTICLE XVIII

COMPLETE AGREEMENT

Section 1 - The parties agree that they have bargained fully as to all matters affecting wages, hours and other terms and conditions of employment, and have settled the same for the term of this Agreement. This Agreement contains the full understanding of the parties as to all of the terms and conditions of employment for all employees in the bargaining unit. Except as expressly set forth herein, the Museum is not bound to continue any past practice.

Section 2 - The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with regard to any subject or matter not removed by law from the area of collective

bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even through such matter may not have been within the knowledge or negotiated or signed this Agreement.

Section 3 - No oral agreements modifying or altering the provisions of this Agreement shall be binding upon either party. This Agreement may be changed only by a written document, duly executed by the parties thereto.

ARTICLE XXI

TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 1997 and shall expire at midnight of December 31, 2000. The parties agree that at least one hundred eighty (180) days prior to the end of the contract, the Union or the Employer shall submit to the other party to this agreement a written statement of changes or additions it desires.

EL MUSEO DEL BARRIO, INC.

BY: 

for EL MUSEO DEL BARRIO

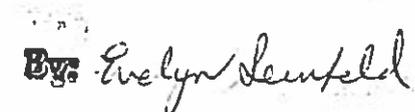
BY: 

For El Museo Del Barrio

DISTRICT COUNCIL 37,
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-
CIO

BY: 

Stanley Hill

By: 

(elmus95)

APPENDIX A

ANNUAL SALARIES

	<u>4/1/97 (3%)</u>	<u>7/1/98 (3%)</u>	<u>7/1/99 (4%)</u>
Guard	\$15,265	\$15,723	\$16,352

elmus95