

**AGREEMENT**

**between**

**MUSEUM OF MODERN ART**

**and the**

**PROFESSIONAL AND ADMINISTRATIVE STAFF ASSOCIATION  
OF THE MUSEUM OF MODERN ART**

**LOCAL 2110, UAW**

**1996 - 1999**

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Agreement made and entered into as of this 1st day of November, 1996, by and between the Museum of Modern Art (hereinafter the "Museum") and the Professional and Administrative Staff Association of the Museum of Modern Art (hereinafter the "Association") Local 2110, UAW acting on behalf of certain employees of the Museum, as hereinafter defined and collectively designated as the "Staff."

W I T N E S S E T H

WHEREAS, the Association, after an election conducted by the National Labor Relations Board, has been certified as the sole and exclusive collective bargaining representative for the Staff,

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

SALARY

A. Effective November 1, 1996, or the completion of probation, whichever is later, permanent Staff members employed as of November 1, 1996 shall receive an increase in salary of 4%.

B. Effective November 1, 1997 or the completion of probation, whichever is later, permanent Staff members employed on that date shall receive a 3.2% increase in salary.

C. Effective November 1, 1998 or the completion of probation, whichever is later, permanent Staff members employed on that date shall receive a 3% increase in salary.

D. Minimum Salary Rates

1. Effective November 1, 1996, 1997 and 1998 respectively, the minimum hiring rates shall be in accordance with Schedule A, attached.

The minimum annual salary for a full time position shall be \$16,250 effective November 1, 1996, \$16,500 effective November 1, 1997 and \$17,000 effective November 1, 1998.

Salary adjustments, if any are necessary to bring the salaries of Staff members employed on November 1 of each year up to the contractual minimums, shall be made after the across-the-board increases have been added to the pay rates in effect on each October 31.

2. Salaries shall be at least the specified percentages above the minimum, as follows: 3 years in title - 5%; 6 years in title - 10%; and 9 years in title - 15%. In the case of an employee who has received a promotion and no increase in salary, years in title shall be calculated from the date of appointment to the previous title. This paragraph (D.2) shall not apply to employees in the following titles: Salesperson, Visitor Assistant, and Registrar Assistant.

E. Retroactivity

The retroactive increases referred to above shall only be applicable to those employees still employed as of the date of ratification by both parties.

F. Merit Increases

The Museum reserves the sole discretion to grant merit increases in amounts not to exceed 10% of an individual's base salary. The Museum has provided a description of the current review process which will be distributed to the Staff.

G. Dinner Allowances

Staff members who are required to work past 8:00 p.m. shall be reimbursed up to \$10.00 for dinner, upon presentation of a dated receipt and with advance written approval from his/her department head.

H. Taxi Fare

Staff members who are required to work past 9:00 p.m. shall be permitted to take a taxi home. In order to be eligible, the Staff member must get the written approval of his/her department head and deliver same to the Personnel Department by 5:30 p.m. of the day on which the overtime is expected to be worked. The Personnel Department will provide a voucher for use by the Staff member. Alternatively, the Staff member who has delivered the written approval to Personnel as required may use a metered yellow cab and be reimbursed in accordance with Museum

guidelines (e.g., distance limitations and execution of proper forms) upon presentation of a metered receipt to the department head the following working day. There will be no cash advances.

I. A Staff member called in to work on his/her day off shall be paid for at least four (4) hours of work.

## ARTICLE II

### HEALTH AND WELFARE BENEFITS

A. Health coverage shall be provided, including, but not limited to, the following features:

1. Single coverage will be available on a non-contributory basis upon the completion of the probationary period.

2. Employees employed as of November 30, 1987, who were enrolled for dependent coverage by October 30, 1990, shall be permanently excluded from making contributions for such coverage.

3. To be eligible for non-contributory dependent coverage, a staff member must furnish a signed statement that all of the dependents who would be covered under the Museum's Plan, are not eligible for equal coverage under the Plan of another employer.

4. Employees either hired after November 30, 1987, or hired prior to November 30, 1987, who were not enrolled for dependent coverage by October

30, 1990, who request dependent coverage, shall be required to pay 10 percent of the cost of such coverage. The monies shall be deducted from the employee's paycheck bi-weekly. Notwithstanding the percentage contribution requirement, employees earning under \$21,500 per year shall not be required to contribute more than \$65 per month for dependent coverage.

B. Health coverage shall be in accordance with the summary of benefits in the booklet to be provided to the employees as specifically defined by the terms of the contract in effect from time to time between the carrier and the Museum.

C. The Museum shall purchase same sex domestic partner health coverage, effective upon its availability from the carrier(s). Employees employed as of November 30, 1987, who can document their continuing same sex domestic partner relationships since October 30, 1990, shall be permanently excluded from making contributions for such coverage.

1. A joint cost containment committee shall be established to explore methods of containing increasing medical insurance premiums.

D. Long Term Disability coverage shall be provided after ninety (90) days, 50% of salary to a maximum of \$3,000 per month, in accordance with the terms of the policy.

E. The Employer shall reimburse each employee up to \$100.00 every other year upon presentation of the appropriate receipts and documentation, for eyeglasses, contact lenses and eye examinations. Employees may use the providers

of their choice in purchasing these services. In the alternate year, employees who spend a significant amount of work time utilizing VDT's shall be provided with reimbursement for an eye exam by a provider designated by the Museum and \$50 towards the purchase of glasses, if there is a change in prescription.

F. Term life insurance shall be provided in an amount equal to 150% of annual salary, to a maximum of \$200,000. Additional life insurance may be purchased at the Staff member's expense and in accordance with the requirements of the carrier.

G. Dental coverage shall be provided in accordance with the summary of benefits in the booklet to be provided to the employees, as specifically defined by the terms of the contract in effect from time to time between the carrier and the Museum. Maximum coverage to \$1,500 annually, shall include coverage for "major services," in accordance with the terms of the policy.

H. The Museum shall continue to provide the Dependent Care Assistance Cafeteria Plan currently in effect and will include medical and dental benefits.

The Museum shall provide a dependent care benefit up to \$600 in each year of the contract for one child (up to and including the age of 12) per employee family. Upon proof of expenditure, this benefit will be paid in September of each contract year.



ARTICLE III  
EDUCATIONAL BENEFITS

A. Gallery Visits -- One half day per week shall be available to Associate and Assistant Curators and Curatorial Assistants and to Film and Photography Study Center Supervisors to keep abreast of developments in their respective fields. It is expected that this time shall be used for the purpose of visiting galleries and studios, attending films, etc. This half day per week may be accrued but used only within a calendar month and may not be carried over to a subsequent calendar month.

Up to one half day per week shall be available to Associate and Assistant Conservators to keep abreast of developments in their field. This time shall be used for the purpose of researching materials and techniques as well as assessing conditions of works in galleries, museums and private collections.

B. Research Projects -- After three years of service in the titles specified below, Staff members shall be permitted to devote from four to eight weeks to a research project. At least two months prior to the requested starting date the Staff member shall submit the outline of the project to the department director. The project shall be of the Staff member's sole choice, within his or her competence and related to the Museum's program. Limited funds will be provided to support the necessary costs of the project.

Negative determinations by the department director may be appealed to an Education Review Board consisting of three representatives of the Museum and three representatives of the Association, to whom the respective positions shall be submitted. Impasses within this Board shall be finally resolved by the Director. Where applicable, a written report or other tangible evidence of accomplishment shall be submitted at the conclusion of the project. It is recognized that because of the number of Staff members who are immediately eligible to utilize this provision, scheduling and workload problems may require postponement of projects to insure the orderly phase-in of this program.

This program shall be available to Assistant and Associate Curators, Curatorial Assistants, Assistant and Associate Conservators, Assistant Librarians and Associate Librarians, Assistant and Associate Editors and Editors, Assistant to Registrar, Senior Assistant to Registrar and Assistant Registrar and Film Study Center Supervisor.

C. Courses

1. Tuition for courses, symposia and conferences relating to skills relevant to the Museum's program or operations may be taken during non-working time, and will be supported by the Museum as provided hereafter. If the symposium or conference is during work time, advance approval of the Department Head is required before the Education Review Board may consider the application.

2. The Museum shall set aside a sum of \$28,000 for each year of this Agreement for the purpose of reimbursing course tuition expenses.

3. The Education Review Board shall determine course eligibility and shall allocate the funds among applicants.

4. Tuition and fees shall be paid by the Museum upon proof of registration until the first occasion when a Staff member has not presented proof of satisfactory completion of a course. From such time the Staff member shall be required to advance the cost involved and shall be reimbursed only upon proof of satisfactory completion. In appropriate cases of financial need, only for employees eligible for reimbursement upon proof of registration, the Museum will, on sufficient advance notice, provide a check payable to the educational institution prior to registration.

D. Orientation and In-House Education

1. There shall be established a joint Association-Museum committee with equal representation to develop an orientation program for new employees. This program shall utilize one day every six months unless a majority of the committee recommends a lesser amount of time.

2. The joint committee shall also prepare, for the use of employees, a manual describing the Museum's structure and operations.

3. An in-house education program utilizing three working days per year and such additional non-working time as may be appropriate and feasible shall

be established unless more than half of the committee recommends that a lesser time shall be utilized. In the event of disagreement as to the content of the program, the committee shall consult with the Director, who shall have final authority.

E. Sponsored Lectures and Symposia in Auditorium

Twenty-four free tickets shall be available to the entire Staff and may not be used by non-Staff friends or relatives of Staff. There will be a sign-up in advance on a first-come, first-serve basis, with tickets to be picked up at the time of the event. In addition to the above, sixteen tickets will be available for the department involved and the press.

ARTICLE IV

PENSION BENEFITS

A. Staff members who retired subsequent to the certification of the Association or who retire hereafter shall receive a minimum benefit, under the Museum's Pension Plan, including social security entitlement, of \$6,500 per year provided they have completed at least twenty-five (25) years of service and have reached "Normal Retirement Age." The guarantee, for those with fewer years of service or of lower age at retirement, shall be proportionately reduced in accordance with the formulae of the Plan. Final average salary is to be based on four (4) years' calculation.

B. The pension plan shall provide for an employer contribution of 1.30% on salary up to the social security breakpoint, and an employer contribution of

1.95% on salary over the social security breakpoint, and to provide for 5 year, 100% vesting. In addition, a 10 Year Certain Survivor Benefit payable to the beneficiary of an unmarried participant with a vested benefit shall be written into the Plan.

C. The plan shall be amended to reduce from 15 to 10 years the service requirement for a disability benefit.

D. A joint committee shall be established to discuss issues of mutual concern regarding the pension plan.

## ARTICLE V

### LEAVES, VACATION AND HOLIDAYS

#### A. Sabbatical Leave

1. A sabbatical leave may be for purposes of study, teaching, research, writing or other activity, other than vacation or vacation-related activities, which will enhance the professional growth or effectiveness of the Staff member. Staff members requesting sabbaticals shall thereby commit themselves to return to the Museum for at least one year. All insurance coverages shall be continued during such leaves.

2. Associate Curators, Associate Conservators, Associate Editors, Associate Educators, and Associate Librarians shall be eligible for sabbatical leave after six full years of employment in a curatorial, conservation or library position in

the Museum. For employment in eligible positions prior to July 1, 1971, Staff members shall receive credit for one half year of employment for each full year of service.

3. Sabbaticals shall be taken for six months at full pay. The Museum will give serious consideration to requests for full year half-pay sabbaticals but reserve the right because of scheduling and workload to deny such requests. The Museum reserves the right because of scheduling and workload to require reasonable and limited postponement of a requested sabbatical. Requests for sabbaticals should be submitted in writing to the department director at least six months prior to the requested beginning date of the sabbatical. The Staff member shall state in such request the purpose for which the sabbatical will be used.

4. No more than one Staff member per department may be on sabbatical leave at one time. For purposes of this subdivision, Painting and Sculpture Exhibitions and Painting and Sculpture Collections shall be considered one department and Drawings and Prints and Illustrated Books shall be considered one department.

5. The Museum shall have the first option to publish any material resulting from research or writing completed during the sabbatical for a royalty or other consideration equal to any bona fide offer received by the Staff member from an established publisher.

6. A Staff member on sabbatical leave or working on an approved research project shall continue to be covered at no expense to the Staff member by the Museum welfare and pension programs.

B. Personal Leave

Three personal leave days per year shall be available for essential matters which cannot reasonably be dealt with or scheduled during non-working hours and for religious holidays. Unless it is not possible to do so, advance notice of two work days shall be provided to the department director that a personal leave day is required, together with the generalized reason (i.e., "medical," "legal," "family problem," etc.) for the requested day. These personal leave days are non-cumulative and may not be taken in conjunction with a holiday or vacation except in emergency circumstances.

C. Sick Leave

Staff shall accrue twelve sick leave days per year, cumulative to sixty days. Upon completion of the probationary period a new Staff member shall be credited with three sick leave days.

Up to six days per year of a parent-employee's accumulated sick leave may be used for the purpose of remaining at home to care for a dependent child who is ill.

Unused sick days, in excess of sixty days, shall be cashed out at 50% annually, effective with calendar year 1994.

D. Maternity Leave

Maternity disability shall be treated the same as all other short term disabilities under the Museum's leave and benefit programs.

E. Child Care Leave

It is agreed that a maximum of seven months child care leave shall be available to a Staff member for the sole purpose of remaining at home to care for his or her newborn or newly adopted child.

F. Vacations

It is expected that all accrued vacation will be taken by the end of August following the calendar year in which such vacation was earned. Only under unusual circumstances involving pressing workload considerations will carry-over of vacation beyond this period be permitted. Only with the advance written request of the department director, based on workload, may vacation be carried over and only to a maximum of one half of annual vacation entitlement.

Unused vacation from the current year and approved carry-over from the prior year shall be paid to a Staff member on resignation, retirement or layoff.

G. Travel

The Museum shall provide reasonable travel expenses in connection with the attendance by Staff members, a maximum of once each year, at a professional conference, provided such Staff member is a principal participant at such conference.



Bookstore salespersons or Visitor Service Assistants required to work a scheduled holiday shall be paid time and one half in addition to a compensatory day off.

H. Holidays

The Museum's schedule of holidays shall be revised to add Martin Luther King Jr.'s Birthday and to delete Columbus Day, effective in the year beginning November 1, 1995.

ARTICLE VI

MAINTENANCE OF BENEFITS

A. All current benefits enjoyed by the Staff and not inconsistent with or replaced by the provisions of this Agreement shall be maintained.

B. The Museum may continue all practices, policies and regulations set forth in the Staff Manual and not inconsistent with paragraph A, above. Where there is a conflict between provisions of the contract and the manual, the contract provision shall govern.

ARTICLE VII

CONSULTATION WITH STAFF

A. The Director shall meet with designated representatives of the Association and shall inform the Association representatives of relevant policy matters

under consideration, including but not limited to program and staff reductions, Museum hours, and admission charges. Said meetings shall take place, at the minimum, prior to each meeting of the Board of Trustees and appropriate Trustee Committees. With respect to the above matters, the Director shall inform Association representatives of the general range of policy options being considered and the decision of the Trustees. Reasonable advance notice shall be provided to the Association of the tentative items on the agenda of an upcoming Board of Trustees meeting.

B. The Association representatives shall have the right to appear before Trustee Committees to present the Association's position on such relevant policy matters under discussion. The Association representatives shall also have the right to appear before the Board of Trustees in connection with such relevant policy matters. The Association will advise the Director of its position as to issues concerning which it is appearing before the Board of Trustees. If a written statement is utilized during said appearance, a copy will be submitted after said appearance for inclusion in the minutes of the meeting.

It is understood that if an item on the agenda is a "relevant policy matter" in the opinion of both parties, then, and in that event, the Association shall have the right to appear and speak on that item. If, however, there is a dispute as to whether or not an item is or is not a "relevant policy matter," then the Association may submit such dispute to the grievance procedure set forth in the contract, including the arbitration provisions.

C. The Association shall be represented by its Chairperson at all Department Head Meetings. If the Chairperson is unavailable because of absence or vacation, then a substitute representative may be designated by the Association. This provision shall also apply to the substitute, if any, for the Planning Committee.

There shall be a departmental meeting within a week following any Departmental Heads meeting.

D. All of those employed in each of the Curatorial Departments, and in the Communications, Writing Services, Marketing, Education, Library, Publications, Conservation, Registrar, Exhibitions, and International Program Departments will elect one or two representatives, the number to be determined by the Museum, who shall be the representative(s) of the department for the purpose of participation in search activities and consultation with regard to the selection of any new department director.

Every thirty days the Director shall report to the representative(s) of the department the progress, if any, in filling a vacancy. The representative(s) shall, in turn, advise the members of the department.

E. All employees of the Museum not in other bargaining units shall elect one or two representatives, the number to be determined by the Museum, who shall be the representatives of the entire employee complement for the purpose of participation in search activities and consultation with regard to the selection of any new Museum Director.

F. Nothing in this Article requires the Museum to create any specific or formal search mechanism or to involve employee representatives in every phase of any search activity nor in any way limits the right of the Museum, in its sole discretion, to make and implement the final decision as to any matter within the scope of this Article.

G. If the Director decides to exercise the discretion granted by paragraph F to appoint a search committee, that decision shall be announced within 90 days of the vacancy arising. Appointment to a committee shall be made within 90 days thereafter.

H. The Association agrees that it will not communicate or authorize its representatives to communicate positions reached or information disclosed to it as a result of the above provisions, to anyone outside of the Museum until such time as the Museum would have disclosed the information during the normal course of events.

I. 1. The Museum confirms that with regard to its intention to create a new professional track parallel to the curatorial track, for research positions, it has agreed to create a joint committee consisting of representatives of staff and management in curatorial positions and the Union. This committee shall study the issues and make recommendations to the director.

2. The Museum has represented that, as of February 19, 1997, it has no present intention of creating an additional curatorial title between Curatorial Assistant and Assistant Curator and will not create such title during the term of this 1996-1999 contract.

ARTICLE VIII  
HEALTH AND SAFETY

A. 1. A committee shall be established composed of two designees of the Director and two designees of the Association. The committee shall meet monthly, or as the need arises. The committee shall discuss matters relating to the working environment, particularly involving employee health and safety. The committee shall agree on an agenda one week prior to each scheduled meeting in order for the parties to be properly prepared and to enable the Director to invite other persons to attend a given meeting, as appropriate.

2. The Museum shall make reasonable efforts to provide a safe and healthful work space. Any grievance under this provision shall be filed with the Health and Safety Committee.

The Committee shall meet expeditiously to develop guidelines for the use of V.D.T.'s, to be mutually agreeable to the parties. The guidelines are intended to insure an efficient and safe work station and an orientation for all appropriate employees working in the department.

3. The Museum shall be a smoke-free environment.

4. The filters in the air system shall be changed regularly.

5. Employees who use V.D.T.'s as a regular part of their jobs and are pregnant shall have the option of performing other appropriate work, if

available, for the term of the pregnancy. If alternative work is not available, the employee shall have the option of taking an unpaid leave. Total leave shall not exceed twelve months including maternity disability and child care. In addition, the Museum shall make every effort to provide work stations that are placed at least 28 inches from the back or side of any monitor, providing construction is not required. At regular intervals, the Museum will also offer training sessions on the use of computers, covering both practical training and safety issues, these sessions to be open to all staff.

## ARTICLE IX PROMOTIONS

A. In connection with promotions from the titles specified below, automatic promotion reviews shall take place as follows:

1. After three years of service as Curatorial Assistant;
2. After five years of service as Assistant Curator or Assistant Conservator;
3. After five years of service as Associate Curator.

After the above periods of service, unless a review in a lesser period is requested by the Museum, each such Staff member shall be reviewed by the higher titled members of his or her department, including those in titles excluded from the bargaining unit, for the purpose of considering whether the individual is qualified for promotion to the next higher title. Recommendations shall be forwarded to

the Director who, however, in his sole discretion shall make the final determination regarding any such promotion. The Personnel Department will advise the Chief Curators as to the appropriate date for each review.

B. The Museum may terminate a Curatorial Assistant if a majority of those eligible to consider the promotability of the Curatorial Assistant do not recommend to the Director that he or she is qualified for promotion. Such failure to be recommended shall be considered "cause" under Article XIII. The provisions of Article XII shall not apply to such termination. The Museum shall exercise its right, under this provision, within sixty days of receipt of notice concerning the promotability of the individual.

C. Prior to the hiring or inter-departmental transfer of an Assistant Curator, Assistant Conservator or Associate Curator, the Director will submit the applicant's qualifications to the higher titled members of the relevant department, including those in titles excluded from the bargaining unit. Those departmental members shall prepare a recommendation regarding the qualifications of the applicant and shall forward that recommendation to the Director of the Museum who, however, in his sole discretion, shall make the final determination regarding such positions.

D. Recommendations pursuant to paragraphs A, B and C shall be formulated at a meeting of those department members eligible to consider the issue, including the department director. Each eligible member shall have one vote.

E. Any Staff member who transfers between departments or who is promoted, whether between departments or not, shall be given a three months trial period in the new position. If he/she fails to complete the trial period satisfactorily, he/she shall be returned to his/her prior position, without loss of seniority or other benefits.

F. Once per year, each Department Head shall meet with each employee to review that employee's performance for that year.

## ARTICLE X

### JOB DESCRIPTIONS AND RETITLING

A. An employee with a grievance concerning an out of title job assignment or improper titling, shall file a written grievance, with specificity, with the Director of Human Resources. A denial of the grievance by the Director of Human Resources may be appealed to the Personnel Review Board.

B. A Personnel Review Board shall be established composed of one designee of the Director, one of the Association, and one mutually agreed upon from within the Museum. The Board shall have the sole authority to finally resolve grievances regarding out-of-title job assignments and improper titling. If the facts so justify, the Board shall have the final decision-making authority to assign higher but not lesser titles to individuals based solely on its evaluation of the relevant job descriptions and the job duties performed. In any case which shall come before the Personnel Review Board in which the grievant and a member of the Board are members of the



same department, a substitute Board member from another department shall be appointed.

C. New Staff members hired to fill bargaining unit positions will be provided with an appropriate job description. If and when new or further job descriptions are promulgated by the Museum, Staff members will be provided with a copy of the appropriate job description. The general language included at the end of all unit job descriptions shall be amended to delete the existing sentence and substitute therefore the Museum's right to add "any other duties reasonably related to the functions described above."

The Association will receive the earliest possible prior notice about the creation of new bargaining unit jobs (including grant funded), or the elimination or substantial modification of existing bargaining unit jobs.

D. The Museum shall post on a specially designated bulletin board outside the personnel department all job vacancies in bargaining unit titles, other than those excepted by the provisions of Article XI, Paragraph A, in a manner and, circumstances permitting, with such advance notice, to permit Staff members to apply and be considered for such vacancies. A brief description of available positions, with minimum salaries will accompany the posting located on the designated bulletin board.

E. All internal applicants for posted positions will be interviewed by the Human Resources Department. If an internal applicant has the minimum qualifications for the position, he/she will be interviewed by the hiring department and shall be given

preference over outside applicants with the same or lesser qualifications. Qualifications include personality, characteristics as they may affect his/her functioning in the job. An internal applicant not offered the position applied for, will be provided, upon request, with a written general explanation of the reason. Should the Museum determine to offer the position to an outside applicant it shall notify the Union in writing.

Should the Union believe that the denial of the position to the employee applicant was not based upon a good faith evaluation of the qualifications of the employee applicant and those of the outside applicant, it may submit the matter to the Director, or his designee, for review and determination, but not to arbitration.

F. The Museum will continue to provide to the Association on a monthly basis, or less frequently if such print-outs are prepared and printed on a less frequent basis, copies of computer print-outs showing the salaries of members of the bargaining unit and the listing of employee dates of hire. It is understood and agreed that such information shall be used by the Association solely for the purpose of monitoring compliance with this Agreement.

## ARTICLE XI

### TEMPORARY AND GRANT FUNDED EMPLOYEES

A. All positions expected to be for more than six (6) months shall be posted, except where an individual with special expertise is required.

The Museum shall notify the Association of the employment of a temporary employee performing unit work, if it is expected at the time of hire that the temporary employee will be employed more than one month.

B. Interns (i.e., educational -- one (1) year) and Newhall Fellows shall remain on temporary status. As to all other employees, temporary status shall be limited to three months of continuous employment renewable by the Museum for three additional months or to the periods of employment of the replacement for a permanent employee on approved leave of absence of up to one year.

C. A temporary employee employed continuously for six months shall not be required to undergo a probationary period, if converted by the Museum to permanent status in the same classification. Temporary employees converted to permanent status shall accrue seniority from the date of conversion to permanent status, except that if no probationary period is required, the seniority date shall be ninety (90) days prior to the date of conversion to permanent status.

D. The Museum shall continue to have full discretion in all hires or transfers to new positions, whether involving applications for work on special projects or otherwise.

E. Grant funded employees will be advised in writing, with a copy to PASTA, at the time of hire of the expected duration of the grant providing the funds with which their salaries are paid. A grant funded employee employed one year or more who is terminated solely because of the expiration of the grant from which he/she is

paid and who is rehired within one year in a permanent position with comparable title and duties, shall be credited with seniority from the date of original hire in the grant funded position, less the period of time between the termination and the rehiring.

ARTICLE XII  
GRIEVANCE AND ARBITRATION

A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of an express provision of this Agreement.

A. Procedure.

1st Step: The grievant, with a representative of the Association, if the grievant so desires, shall orally present a grievance to the department director or the director of personnel, as the grievant may elect. The department director, or the director of personnel, shall respond orally within three working days.

2nd Step: If not resolved at step one, the Association may file a written grievance with the Director within ten working days of the oral response in step one. Within five working days of the receipt of said written grievance, the Director or his designee shall meet with a committee or no more than three representatives of the Association, including the individual grievant, in order to explore and discuss the grievance. Within five working days thereafter the Director or his designee shall render a written decision.

Grievances affecting more than one department shall be submitted by the Association directly at the second step.

3rd Step: If the grievance is not resolved at step two, within ten working days of the decision in step two, the Association may proceed to final and binding arbitration under the voluntary labor rules of the American Arbitration Association.

The fees of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

If the grievance is not filed within thirty days of the occurrence giving rise to the grievance or thirty days after the grievant should reasonably have had knowledge of the occurrence, whichever is greater, monetary liability, if any, shall be limited to thirty days prior to the filing of the grievance.

B. No Staff member shall have the right to demand arbitration, such right being limited to the Association; no Staff member shall have the right to institute any action based upon this Agreement for wrongful discharge or because of any breach of this Agreement, such right of action being limited to the Association.

### ARTICLE XIII

#### DISCHARGE AND DISCIPLINE

A. Disciplinary discharge or lesser discipline, for Staff members who have completed their probationary period, shall be only for cause.

B. The Association will be provided with a copy of the termination notice to any Staff member. An employee receiving a warning notice shall be advised

that the Association will automatically receive a copy of the warning unless the employee elects, in writing, that a copy not be forwarded to the Association.

Disciplinary warnings shall be issued on a form approved by the Personnel Department, a copy of which has been provided to the Association.

#### ARTICLE XIV

#### MISCELLANEOUS

A. Staff members shall be offered reasonable opportunity to examine those materials in their personnel files relating to their employment at the Museum.

B. If a Staff member who works nights or weekends is on jury duty, the Museum will make good faith efforts to reschedule him/her during said period.

C. A "fainting room" shall be provided.

D. The Association shall be notified of (a.) the promotion of a bargaining unit member to a management position and (b.) the creation of new management positions which have responsibility for bargaining unit members.

#### ARTICLE XV

#### MANAGEMENT PREROGATIVES

All managerial rights and prerogatives possessed by the Museum prior to this Agreement are retained by the Museum unless expressly abridged by specific provisions of this Agreement.

ARTICLE XVI  
JOB SECURITY

A. Selection for Layoffs

1. If a layoff is to be implemented, the individual or individuals to be laid off in a given job title shall be determined by the Director after evaluation of the comparative ability, experience, and seniority of those in the job title. Should the Director in his sole discretion determine the first two factors to be equal, seniority within the department shall govern. For the purpose of this provision all Staff members who have been transferred among the following departments or sections since July 1, 1969, shall be considered as having worked in the same department: Painting and Sculpture, Drawings, Prints and Illustrated Books. If the Director selects for layoff other than the most junior of the individuals in a given title within a department he shall state in writing to the Union his reasons for retaining such junior employee or employees.

2. Notwithstanding the above, layoffs in the following specific titles shall be implemented solely on the basis of reverse seniority at the Museum on a Museum-wide basis: receptionist, secretary, clerk-typist, salesperson, visitor assistant, photo lab assistant, data entry operator, library assistant, shipping clerk, accounting clerk, clerk and stock clerk.

B. Notice

Minimum notice of three weeks shall be given to any Staff member before layoff.

C. Severance Pay

An employee permanently laid off shall receive his/her severance entitlement, if any, at the time of layoff. Severance shall not be payable for a temporary layoff unless such temporary layoff exceeds six months. An employee who has received severance and is recalled or rehired shall have an adjusted seniority date for future severance purposes only.

The severance benefit shall be as follows: Six months to one year of service -- one week's severance pay. For each full year of uninterrupted service one additional week's severance pay. Employment for six months or more during the year of layoff shall be considered a full year for computation of severance pay.

The Museum retains the discretion to provide additional severance pay beyond the above schedule.

D. Recall Rights

1. An employee shall have recall rights for one year from the time of layoff if his or her job is restored or in the case of an employee in one of the following titles, if a position in his or her job title becomes available, provided the employee is qualified for the position: Assistant to the Chief Curator; Assistant to the Director; Executive Secretary; Administrative Assistant; Senior Customer Service Representative and Customer Service Representative; Secretary; Clerk Typist; Receptionist; Shipping Clerk, Accounting Clerk, Stock Clerk and Clerk. The Museum shall not be obligated to offer more than one opportunity for recall. The offer of a temporary assignment shall not, however, be considered a recall.



2. The Museum shall consider and give preference, as defined in paragraph F.3 below to a laid off employee for any vacancy within the Museum for which the laid-off employee applies and for which he or she is qualified. An offer of a job in a different job title which is refused shall not eliminate the obligation to recall if the employee's previous title is restored or available within one year.

3. The Museum shall notify all employees on layoff of all vacancies during the period in which they have recall rights.

E. Workload

The Association shall have the right to process through the grievance and arbitration provision of this Agreement an allegation that a layoff or purposeful holding open of a vacant position has resulted in an unduly burdensome workload on the remaining Staff members. If the Association establishes in arbitration that such an unduly burdensome workload has resulted, the Museum shall have the right to remedy the situation as it, in its discretion, shall determine -- including the redistribution or reduction of the work responsibilities of the individuals affected or the recalling of a Staff member or members from layoff.

If the arbitrator finds that an unduly burdensome workload has resulted, one half of the total salary of the employees on layoff shall be distributed among the remaining individuals on whom the undue burden has been imposed.

F. Reorganization, Restructuring or Expansion

1. Recognizing that layoffs resulting from a departmental or broader reorganization or restructuring or from the planned expansion of the Museum raise special and additional staff concerns, and recognizing the desire of the Museum and the Union to avoid adverse effects on the employees and unit jobs, the parties have agreed to provide additional rights, as to transfers and retraining, in such cases.

2. (a) An employee whose layoff is scheduled under paragraph (1) of this section F shall be given the right to transfer to a vacant position among the following titles, if the employee is qualified for the position: All unit positions in grades 1-5, as well as Executive Secretary, Assistant to the Chief Curator, Program Assistant, Loan Assistant, Registrar Assistant, Assistant Permissions Officer, Telecommunications Assistant, Library Assistant.

(b) A transfer shall be defined for purposes of this provision as a change of job to another position in either the same or a lower salary grade.

(c) An otherwise qualified employee shall not be considered not qualified because of the need for departmental orientation or minimal training of the type described in paragraph 7 below.

(d) The term "qualified," as used throughout this Article, does not mean possessing the minimum qualification for a position, but rather the level of qualification normally or typically required for such position by the Museum.

3. An employee whose layoff is scheduled under paragraph (1) of this Section F shall be given a preference for a transfer to all positions for which the employee is qualified and for which he or she applies, for which the right to transfer described above does not apply. Preference shall be defined, for this purpose, as being considered for the vacancy and interviewed by the department head, who shall in good faith consider the employee's qualifications prior to a decision being finalized to fill the position with an outside applicant.

4. A transferring employee shall serve a probationary period. If probation is not successfully completed, the employee shall be laid off, as originally scheduled and with all rights which accrue in the event of a layoff.

5. An employee exercising rights under paragraph (2) or (3) above, may do so only as to one job at a time, with no limit on the number of vacancies to which the employee may request a transfer in lieu of layoff.

6. If the Union believes that the denial of a transfer under paragraph 2(a) above, was arbitrary and capricious and not based on a good faith evaluation of the qualifications of the employee by the department head, the decision to deny the position shall, at the request of the union, be reviewed by the Director of the Museum. The Director's review shall be limited to the sole issue of whether the department head was acting in good faith or was arbitrary and capricious in denying the position to the employee/grievant.

7. The Museum agrees to undertake the minimal retraining obligation appropriate to enable an otherwise qualified employee to fully perform the functions required for a position. For example, an employee electing transfer to a vacant administrative assistant position would be entitled to receive a three-day computer training program, in specific software, or to orientation in the systems under which the department operated. It is understood that the Museum will not undertake responsibility for training in any primary function or skills required for a job, or formal training requiring a course or program longer than three days.

8. If a temporary layoff is expected to be for less than six months, the Museum agrees to pay the cost of the employee health premium for the first three months of the temporary layoff.

## ARTICLE XVII

### CHECK-OFF

Upon receipt of written authorization from a Staff member, in a form acceptable to the Museum, the Museum shall, once each pay period, deduct from the wages due such Staff member and remit to the Association the amount fixed as dues by the Association and specified in such authorization form.

Nothing herein shall be construed as requiring any Staff member to join the Association.

The Museum shall be relieved from making such deductions from any Staff member upon termination or layoff, transfer to a non-bargaining unit position,

agreed leave of absence without pay or revocation of the check-off authorization in accordance with its terms or with applicable law.

It is specifically agreed that the Museum assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Association agrees that it will indemnify and hold the Museum harmless from any claims, actions or proceedings by any Staff member arising from deductions made by the Museum hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

New employees shall be informed by the Personnel Department of PASTA's representational rights and its contract.

## ARTICLE XVIII

### ASSOCIATION MEETINGS

A. Subject to scheduling conflicts, the Association may hold membership meetings at lunch time on days the galleries are closed to the public. Such meetings shall be for less than one hour, with the attending Staff members' lunch break to be taken during said meetings. It is understood that Staff members will not be released from work for these meetings, unless in the normal course such Staff members would be taking their lunch break at that time.

B. The above provision is terminable by the Director of the Museum if the above restrictions have been violated. If the Association disagrees with the

Director's determination that the restrictions were violated, it may grieve and arbitrate only the question whether the Director's decision was arbitrary and capricious.

## ARTICLE XIX STRIKES, STOPPAGES, LOCKOUTS

Staff members represented by the Association shall not engage in any strike, work stoppage or any other interference with the Museum's operations during the life of this Agreement; nor will the Museum engage in any lockout during the life of this Agreement.

The Association shall neither, directly or indirectly, authorize, assist, encourage, or in any way participate in any strike or work stoppage of any type during the life of this Agreement; neither will the Association, its agents or its officers condone or ratify or lend support to any strike or work stoppage of any type.

If any Staff member or group of Staff members violate the intent of this Article over any issue concerning which a grievance may be filed hereunder, the Association will promptly take steps to effect a prompt restoration of work and inform the Museum of the steps it has taken.

If the Association fulfills its obligations under this Article with respect to any strikes or work stoppages, the Museum agrees it will not hold the Association responsible for any damages resulting from such strikes or work stoppages.

## ARTICLE XX

### DRESS CODE

A committee consisting of representatives of PASTA and the Museum will meet to discuss the Museum's proposed changes in the dress code, applicable to the Museum stores and lobby desk employees. Such changes will occur, provided the parties agree to be guided by certain concepts in the implementation as follows: The chosen clothing shall be appropriate for indoor wear regardless of season. The Museum shall pay for or make arrangements for the cost free purchase by employees of the selected items. Thereafter, it should be the employee's responsibility to maintain and launder the garments. If the Museum requires solely a given color shirt or pants e.g., a white shirt with a collar and dark pants, the employee shall be responsible for the purchase and replacement thereof. The garments shall fit properly and be of a character not demeaning to the wearer. The committee members shall make good faith efforts to arrive at agreement to resolve any differences (within the above guidelines). Should they fail to arrive at an agreement, the matter shall be referred to and reviewed by the Director of the Museum, who shall in his discretion, determine the matter, giving full consideration to the guidelines set forth. Employees who do not wear the selected clothing to and from home, may use the security department locker room to change.

## ARTICLE XXI

### DURATION

A. This Agreement is in full settlement for its duration of all demands and proposals made by either party during negotiations and constitutes the entire

understanding between the parties. Any subsequent amendment or interpretation of the provisions hereof shall be in writing and signed by the duly authorized representatives of the parties.

B. This Agreement shall be effective November 1, 1996 and shall continue in full force and effect through October 31, 1999.

Executed this 10 day ~~of~~  
of February 1998

THE MUSEUM OF MODERN ART

By Camilla Gargiso

PROFESSIONAL AND  
ADMINISTRATIVE STAFF  
ASSOCIATION OF THE MUSEUM OF  
MODERN ART  
Local 2110, UAW

By Virginia Dodier

REGION 9A DIRECTOR, UNITED  
AUTO WORKERS

By Phil Wheeler



	Title	Nov '96	Nov '97	Nov '98
14	Associate Curator	\$42,750	\$43,250	\$44,000
	Associate Conservator			
	Editor			
	Film Research Associate			
13	Sr. Press Representative	\$37,000	\$37,000	\$38,000
	Associate Librarian			
	Associate Educator			
	Associate Editor			
	Assistant Curator			
	Assistant Conservator			
12	Sr. Programmer/Analyst	\$35,500	\$36,000	\$37,000
	Permissions Officer			
	Writer - Editor			
	Grants Officer			
	PC Developer			
	Press Representative			
	Sr. Assistant Registrar			
11	Curatorial Assistant	\$30,000	\$30,000	\$31,000
	Newhall Fellow			
	Chief F/A Photographer			
	Study Center Supervisor			
	Programmer/ Analyst			
	Network Admin/Tech			
	Assistant Registrar			
10	Program Associate	\$29,000	\$29,000	\$30,000
	Film Research Assistant			
	Assistant Editor			
	Assistant Librarian			
	Assistant Educator			
	Assistant Archivist			
9	Research Assistant	\$27,500	\$28,000	\$29,000
	Programmer			
	Accountant			
	Sr Program Assistant			
	Sr Graphics Designer			
	Assoc. Writer - Editor			
	Development Associate			
	Marketing Coordinator			
	Loan Assistant			
	Sr. Registrar Assistant			

	Title	Nov '96	Nov '97	Nov '98
8	Fine Arts Photographer	\$25,750	\$26,250	\$27,000
	Chief Cashier			
	Program Assistant			
	Assistant Production Manager			
	Graphics Designer			
	Gift Research Coordinator			
	Assistant Writer-Editor			
	Associate Perm. Officer			
	Education Coordinator			
	Press Assistant			
	Sr. Cataloguer			
	User Support Coordinator			
	Donor Stewardship Supervisor			
	Regular Membership Supervisor			
	Purchasing Assistant			
	Coordinator of Education Tech.			
	Assistant Bookbuyer			
	<b>Assistant to the Chief Curator</b>			
7	Assistant to the Director	\$24,750	\$25,250	\$26,000
	Sr. Photo Lab. Tech			
	Office Svces/I.S. Coordinator			
	Financial & Data Systems Coord. - I.C.			
	Telecommunications Assistant			
	<b>Registrar Assistant</b>			
	Development Assistant			
6	Credit Analyst	\$23,000	\$23,000	\$24,000
	Junior Accountant			
	Senior Assistant - Special Events			
	Senior Assistant - to the Gen'l. Mgr.			
	Senior Production Assistant			
	Data Processing Operator			
	Executive Secretary			
	Assistant Perm. Officer			
	Cataloguer			
	Assistant - Archives (Mellon)			
	Sr. Library Assistant (backlog GF)			
	Sr. Library Assistant			
	Sr. Assistant - Photo Archives			
	Member Events Coordinator			
	Sr. Assistant - Jr. Assoc.			
	<b>Education Assistant</b>			
	<b>Coordinator, Event Materials &amp; Support</b>			
	<b>Coordinator, Scheduling &amp; Event Support</b>			

	Title	Nov '96	Nov '97	Nov '98
5	Administrative Assistant	\$21,250	\$21,750	\$22,500
	Sr Accounting Clerk			
	Finance Specialist			
	Sr. Customer Service Rep.			
	Design Prod Assistant			
	Assistant to Bookbuyer			
	Production/Business Assistant			
	Merchandise Assistant			
4	Bookkeeper	\$19,750	\$20,250	\$21,000
	Photo Lab Technician			
	Assistant - Special Events			
	Assistant - Membership			
	Assistant - Library			
	Assistant - Film			
	Assistant - Circ Film Lib			
	Assistant - Production Mgr.			
	Display Coordinator			
	Assistant - Rts & Repro			
	Assistant -Arts Council			
	Assistant - Jr. Assoc.			
	Assistant - Photo Archives			
3	Data Entry Operator	\$19,250	\$19,750	\$20,000
	Customer Service Rep.			
	Secretary			
	Sr. Group Visitor Assistant			
	Sr. Visitor Assistant			
	Accounting Assistant			
	Sr. Receptionist			
	Information & Cust Svc. Assoc			
2	Sr. Salesperson	\$18,000	\$18,000	\$18,500
	Cashier			
	Assistant Photo Lab Technician			
	Clerk typist			
	Accounting Clerk			
	Receptionist			
	Assistant - I.C.			
1	Shipping Clerk	\$16,250	\$16,500	\$17,000
	Clerk			
	Photo Lab Asst			
	Stock Clerk			
	Visitor Assistant			
	Salesperson			