

## MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered as of this 23<sup>rd</sup> day of February, 2010 by and between The Bronx Museum of the Arts (hereinafter called the "Employer") and Local 2110 UAW, AFL-CIO (hereinafter called the "Union").

All of the terms and conditions of the Agreement between the Employer and the Union with a term of November 1, 2007 through August 30, 2009 shall continue in full force and effect except as modified herein:

1. Article 36: Duration of Agreement
  - a. September 1, 2009 through December 31, 2011
2. Article 32: Wage Increases
  - a. All employees on the payroll on January 1, 2011 shall receive an increase of 2.0% effective January 1, 2011
3. Article 29: Sick Days

*Add new # 7. A sick bank for catastrophic illnesses will be established by or before January 2011 and can be utilized under the following conditions:*

  - a. The employee must be on an approved medical leave for a serious health condition as defined in FMLA.
  - b. Days from the catastrophic illness bank will be granted with the approval of management, which shall not be unreasonably denied.
  - c. Employee must have used all of his/her sick days
  - d. The bank will be composed of sick days donated by employees who have reached the maximum allowed sick days in their personal bank and thus, cannot accrue further sick leave. Donated sick days will be converted to dollars so that employees can only withdraw the dollar equivalent of seven days' pay.
  - e. In the event that the employee is receiving short term disability pay and catastrophic illness days at the same time, the total shall not exceed his/her regular salary.
4. Article 34: Uniforms
  - a. Security employees will be provided with two (2) pants, four (4) shirts (2 long sleeve and 2 short sleeve), one (1) blazer, two (2) ties. Uniforms are to be cleaned by employees who will receive a \$5.00 weekly stipend to cover the cost of cleaning.
5. Article 5: Grievance and Arbitration
  - a. Martin Scheinman shall be added to the arbitration panel under Step Three.
6. Article 7: Seniority

*Under "Layoff/Work Reduction" add new provision:*

  - e. Procedures for call-in shifts: The Museum will make every effort to call in people from the layoff list for temporary vacancies which may occur in Security due to illness, vacation, unexpected absences, overtime needs, etc. Each employee will supply the Museum with a phone number and if possible a personal email address, so that s/he can be easily contacted. As soon as

the Museum becomes aware of a temporary vacancy that must be filled, management will call the most senior person on the list. If the most senior person is not available or does not answer, the Museum may go to the next most senior person on the list, and so on. If the shift that must be filled is a week or more away, the Employer will wait up to 24 hours for a response before moving to the next person on the list but will not have to wait more than twenty-four hours after it has called at least two people on layoff and received no response. The contractual recall period limiting recall rights to twelve (12) months will continue to apply.

7. The Union shall withdraw all outstanding arbitrations with prejudice, based on the following considerations:
- a. Employer will terminate AARP volunteers in Maintenance & Visitor Services on the following dates: two (2) volunteers shall be terminated on or before April 1, 2010 and two (2) volunteers shall be terminated on or before October 1, 2010. The Employer shall immediately recall the most senior available Security Officer on the lay-off list to the position that is being vacated by Magda Lopez. In addition, the Employer shall recall the next most senior available Security Officer on the lay-off list to a position of no less than two days per week beginning July 1, 2010, who shall be assigned one regular shift per week and one shift per week that may vary.
  - b. Employer shall include a full-time Grant Writer in the bargaining unit beginning March 1, 2010.
  - c. Employer shall include a Registrar/Assistant Curator in the bargaining unit at no less than two (2) days per week beginning April 4, 2010.
  - d. Employer shall hire a Finance Assistant in the bargaining unit at no less than one (1) day per week on or before January 1, 2011.
  - e. Employer shall create a position in Education of no less than one (1) day per week on or before October 1, 2010. It is anticipated that this position will be offered to Hatuey Ramos Fermin.
  - f. Employer shall include the Media/Marketing Assistant in the bargaining unit starting March 1, 2010. This position shall be no less than two (2) days per week.
  - g. Employer shall pay a weekly uniform cleaning stipend of five dollars (\$5.00) to all current and laid-off Security Officers retroactive to January 1, 2008. The retroactive payment shall be made upon ratification of this Agreement.
  - h. Employer shall pay the following amounts to employees and former employees -- Andrew Agosto: \$160.00, Ismael Aviles: \$160.00, David Candelario: \$160.00, Juliana Forero: \$160.00, Carmen Hernandez: \$160.00, Magda Lopez: \$160.00, Samuel Quinones: \$160.00, Erin Riley-Lopez: \$160.00, Moises Rivera: \$160.00, Jacqueline Rodriguez: \$160.00, Matthew Rodriguez: \$160.00, Stephanie Trudeau: \$160.00, and Yolanda Ramos: \$560.00, in compensation for lost Work Share amounts.

The terms of this Agreement are subject to ratification by the bargaining unit employees.

The Bronx Museum of the Arts

By [Signature] dated 3/24/10

Local 2110 UAW

By [Signature] dated 3/24/10