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Settlement Agreement

Local 2110, UAW ("Union") and the Bronx Museum of The Arts ("Employer") hereby agree to resolve their disputes regarding the bargaining unit placement of certain positions that are the subject of NLRB Case no 2-UC-615 and regarding the implementation of the collective bargaining agreement that are the subject of NLRB Case no 2-CA-38724 on the following terms:

1. The Employer agrees to immediately implement all terms of the collective bargaining agreement ("CBA") retroactive to the dates set forth in the CBA. Copy attached
2. In the event there is a dispute about the implementation of any term of the CBA such disputes shall be subject to the grievance and arbitration provisions set forth in the CBA. Any dispute regarding the ~~increase~~ increase set forth in the last paragraph of Art. 33 may be submitted directly to arbitration.

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3. The terms and conditions in the current CRA shall be extended and remain in effect through August 30, 2009.
4. Effective September 1, 2008 all bargaining unit employees shall receive a wage increase of 4% (of their rate in effect as of August 31, 2008) or \$1,250, whichever is greater. The 4% or \$1,250 shall be added to the wage rate of each employee.
5. With respect to the Development department, all ^{non-supervisory} positions ~~that are not in the bargaining unit~~ shall be included in the bargaining unit ~~positions~~ including (but not limited to) the positions of Development Associate and Assistant Director of Development as issue in NLRB Case No. 2-UC-615 as well as the positions of grant writer and Development Consultant set forth in the organizational chart.
6. With respect to the Program Manager position, identified in NLRB Case No. 2-UC-60 as "Curatorial and Education Department Manager", that currently is held by Lynn Pardo, the parties agree to hold in abeyance the issue of the bargaining unit status of

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the position and to "re-evaluate" Pono as excluded unless and/or until such time as Pono leaves the position and/or there is organizational change affecting the position and/or its role in the department. Nothing in ~~any~~ this agreement shall be construed as limiting the Union's ability to pursue the inclusion of this position in the event of organizational change.

7. The Union will withdraw the pending C.A. Charge and the pending UC petition subject to the reservation of rights set forth in paragraph 6 above.

8. In the event there is a dispute about this settlement agreement the dispute shall be subject to the arbitration provision in the CBA.

9. The Employer agrees to provide the Union with current job descriptions for all positions currently filled and currently unfilled but reported in the organizational chart no later than July 1, 2008.

no later
than June 15, 2008

[2 of 4]

UAW

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Accepted and agreed
on May 15, 2008

For Local 2110, UAW

By: Michael Roberts

For The Bronx Museum of the Arts

By: [Signature]

[A O C A]

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE BRONX MUSEUM OF THE ARTS
1040 Grand Concourse
Bronx, New York 10456**

AND

**LOCAL 2110
UNITED AUTOMOBILE WORKERS UNION
AFL-CIO**

_____ 2007 to _____ 2008

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AGREEMENT made and entered into as of this 15th day of November 2007, by and between **THE BRONX MUSEUM OF THE ARTS** located at 1040 Grand Concourse, New York, New York 10456 (hereinafter called "Museum" or "Employer"), and **LOCAL 2110 United Automobile Workers Union, AFL-CIO**, with its offices at 113 University Place, New York, New York 10003 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said Employer as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

W I T N E S S E I H

WHEREAS, the Employer recognized the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employer as well as of its Employees and to avoid interruptions and interferences with services and programs of the Museum and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Union Recognition

1. The Museum recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in case number 2-RM-2106.
2. Temporary employees, agency employees and interns shall be excluded from the bargaining unit, subject to the following restrictions in number 3 below.

3. Temporary employees, agency employees or interns may be utilized by the Museum for: (a) special projects lasting a total period of no longer than three (3) months; or (b) to temporarily fill-in for a bargaining unit employee on a leave of absence. In a circumstance involving (a) above, if the special project exceeds three months, any temporary worker, agency worker or intern assigned to the project will be covered by the collective bargaining agreement.

2. Union Security

All employees covered by this Agreement who have previously joined and are members of the Union as of the date of the ratification of the Agreement, or who become members thereafter, shall maintain their membership in the Union as a condition of employment.

All employees covered by this Agreement who fail voluntarily to acquire and maintain membership in the Union, shall be required to pay to the Union beginning not later than thirty-one (31) days after commencement of their employment or the ratification of this Agreement, whichever is later, an Agency Fee.

An employee who has failed to maintain membership or to tender Agency Fees as required by this Article shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required payment has not been tendered.

The Union will indemnify and hold the Museum harmless from any recovery of damages sustained by reason of any action taken under this Article.

Upon written notice from the Union, the Museum will deduct membership dues and fees as provided for in the authorization form signed by the employee hereto attached. Such deductions will be made bi-weekly. The Museum agrees to transmit the dues and fees deducted to the Union not later than the fifteenth of the month following the month in which the deductions were made. Such remissions will be accompanied with a list of the names of the employees from whose pay deductions were made and the amount and type of deduction for each of the employees.

3. No Strike No Lockout

Each of the parties hereto acknowledges the rights and responsibilities of the other party and hereby agrees to discharge its responsibilities under the Agreement.

The Union, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement.

The Museum, and its representatives at all levels, is bound to observe the provisions of the Agreement.

During the life of the Agreement, the Union will not cause, or cause the employees represented by it to cause, nor will any such employee take part in any strike sit down, slow down, or work stoppage of any kind. No officer or representative of the Union shall authorize, instigate, aid or condone such activity and no employee shall participate in any such activity.

Should any employee take part in any strike or other activity contrary to the terms of this provision, the Museum shall immediately notify the Union, and the Union shall take immediate steps to have the employees concerned immediately returned to work. The Union shall submit to the Museum for posting copies of the following:

"We have been advised by the Museum that a strike [slow down, sit down, stoppage] has occurred. Inasmuch as no strike or stoppage has been called or sanctioned, you are hereby instructed to return to work immediately. (U)"

The Museum agrees that there shall be no lockout of any kind whatsoever during the life of this Agreement.

Any violation of this Article shall be subject to the grievance and arbitration procedures established and described in this Agreement.

4. Management Rights

Except as expressly modified or restricted by this Agreement all of the rights, powers, and authority the Museum had prior to the signing of this Agreement are retained and vested exclusively and without limitation within the rights of management, including but not limited to ordinary and customary functions of management, the right to hire, direct and schedule the workforce; plan, direct and control operations; introduce new or improved methods or facilities; promote, transfer, and lay off because of lack of work; maintaining of order and efficiency, the right to use independent contractors to perform work or services provided such use does not adversely impact bargaining unit employees; the right to determine and enforce reasonable standards of employee competency; and the determination of the size of the workforce and the allocation and assignment of work to employees.

In the event the Museum's intended use of independent contractors will adversely impact bargaining unit workers, the Museum must provide the Union with at least sixty (60) days advance notice.

The Museum may issue, amend and revise policies, rules, regulations and practices necessary for the conduct of its business and they shall be obeyed insofar as they do not conflict with the provisions of this Agreement.

The Museum may establish reasonable productivity and performance standards. However, the Union must receive written notice of any new standards established by the Museum two (2) weeks prior to their implementation. Should the Union determine that such new standards are unreasonable, the parties shall meet to discuss modifying the proposed standard.

None of the rights set forth above shall be exercised in a capricious or arbitrary manner.

5. Grievance and Arbitration

Definition of a grievance:

A dispute between an employee and the Museum and/or the Union and the Museum over the application or interpretation of any provision of this Agreement or an alleged violation of this Agreement.

Procedural Steps:

The following procedures should not be construed in any way to limit informal discussions between an employee and representatives of the Museum for the purpose of resolving disagreements:

STEP ONE:

Within fifteen (15) working days after the event giving rise to the grievance or within fifteen (15) working days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, an employee shall discuss the grievance with his/her supervisor. The employee may be accompanied by a union representative. The immediate supervisor shall respond to the grievance within five (5) working days.

STEP TWO:

If the grievance is not resolved in Step One, the Union may submit a written request for a grievance meeting to the Museum Director or the Director's Designee within five (5) working days of the Step One response. The request for a grievance meeting shall include the name(s) of the aggrieved employee(s) and the provisions of the Agreement, alleged to have been violated. The Director or Designee shall meet with the employee, the union delegate and the union representative within ten (10) working days of the grievance meeting request. The Director or Designee shall respond to the grievance within ten (10) working days of the grievance meeting. Any discharge grievance shall start at Step Two and the grievance must be filed within ten (10) working days of the Union's receipt of the notice of discharge.

Grievances which involve two or more employees or concern health and safety, may be filed initially at Step Two. In the event that the Museum representative at Step One and Step Two is the same individual, the two steps shall be consolidated.

STEP THREE:

A grievance, which has not been resolved hereunder may, within fifteen (15) working days after the completion of Step Two above, be referred for arbitration by the Museum or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. Alternatively, the parties may mutually agree upon an arbitration panel. The parties have agreed to an arbitration panel composed of Daniel Brent, Robert L. Douglas, Bonnie Weinstock and Richard Adelman. The first available arbitrator shall be designated to hear the matter. If no arbitrator is available within 60 days, the matter shall be referred to the AAA unless otherwise agreed between the parties. In the event that the same arbitrator is the first available for more than two consecutive grievances, either party may veto the use of that arbitrator for the next case.

- a. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement.
- b. The decision of the arbitrator shall be final and binding upon the parties.
- a. The fees and expenses of the arbitration proceeding shall be borne equally by the parties.
- b. Only the Union or the Museum can initiate the arbitration process.

6. Probationary Employees

1. Newly hired full and part-time bargaining unit employees shall be considered probationary for a period of ninety (90) calendar days from the date of employment.
2. During or at the end of the probationary period, the Museum may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.
3. During the ninety (90) day probationary period, newly hired employees shall receive no benefits except holiday pay.

7. Seniority

Definition of Seniority:

Seniority shall be defined as the employee's length of continuous service with the Museum within or without the bargaining unit, measured in calendar days from the first day the employee actually worked for the Museum on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee whose name appears earlier on the Museum's alphabetical listing of employees shall be deemed more senior.

Promotions and Transfers:

The Museum shall post vacancies for bargaining unit and non-bargaining unit positions no less than five (5) days simultaneously both within and outside the Museum. Vacancies shall be posted internally, electronically and on bulletin boards.

The Museum shall offer the position to the most qualified candidate. In the event that there are two or more candidates with relatively equal qualifications, seniority shall prevail.

Creation of New Position:

The Union shall receive the earliest possible notice, but in no event less than thirty (30) days of the creation of new bargaining unit positions. Such notice shall include position title, position description and rate of pay.

Substantial Change of a Position:

The Union shall receive the earliest possible notice, but in no event less than thirty (30) days of a substantial change or modification of a job description.

Reduction of Notification Period for substantial change of position and layoff/work reduction:

1. Unforeseeable business circumstances

The full 30-day notice is not applicable if caused by business circumstances that were not reasonably foreseeable at the time that notice would have been required.

- a. An indicator of whether a business circumstance meets this test is whether it was caused by some sudden, dramatic, and unexpected action or condition outside the Museum's control.

- b. The Museum must still give as much notice as is practicable even though it is less than 30 days.

2. Faltering Museum

The Museum may give reduced notice if at the time that notice would have been required the Museum was actively seeking capital or funds, which, if obtained, would have enabled the Museum to avoid or postpone the layoff or work reduction and the Museum reasonably and in good faith believed that giving the notice would have precluded it from obtaining the needed capital or funds. The Museum must still give as much notice as is practicable even though it is less than 30 days.

3. In the event of unforeseen business circumstances or a faltering Museum, as set forth above, if the Museum does not give the full notice, it shall give pay in lieu of notice.

Layoff/Work Reduction:

- a. The Union shall receive a minimum of thirty (30) days notice in the event that the Museum is contemplating a layoff or reduction in force. The Union and the Museum shall meet to discuss ways of averting the layoff or reduction, including elimination of positions through attrition, voluntary layoffs, reductions in hours or other means of achieving cost savings.
- b. In the event that a position is eliminated or reduced in hours, the Museum shall layoff or reduce the least senior qualified employee in the position. The affected employee shall have the option of bumping the least senior employee in any other positions for which he/she is qualified for provided he/she has greater seniority than the employee who would be bumped.
- c. Laid-off employees shall be recalled to vacancies for which they qualify in accordance with their seniority for up to one year, or the length of their service, whichever is less. Notice of recall shall be in writing to the last known address of the laid-off employee with a copy to the Union.
- d. Laid-off employees shall receive a week's pay for each year of service, but in no event, less than two weeks' pay. The Museum shall continue to pay a laid-off employee's health benefits for up to one month.

Termination of Seniority:

An employee's seniority shall be terminated for the following reasons:

- a. Discharge, quit, retirement or resignation
- b. Failure to return from an authorized leave of absence
- c. Layoff for a period of twelve (12) months or for period equal to the employee's seniority whichever is less
- d. Failure to return to work within 30 calendar days of mailing of written notice of recall from layoff. Simultaneous copy to Union.

8. Discipline and Discharge

- a. Discipline and discharge shall be for "just cause"
- b. The Union shall receive timely copies of all written discipline

9. Performance Review

Employees shall have the opportunity to file a written response to his/her performance review.

10. Non-Discrimination

The Museum shall not discriminate on the basis of race, color, religion, national or ethnic origin, gender, age, disability, marital status, citizenship status, veteran status, sexual orientation or preference, or for union or political activities.

11. Maintenance of Benefits

1. All benefits to employees attributable to covered positions and which are set forth in written policy heretofore existing, shall be continued unless discontinued or modified by terms of this agreement or by other written agreements between the Museum and the Union.
2. Any prior authorized benefit not the subject of a written policy shall be treated as written if such prior benefit has been:
 - a. A consistent and ascertainable course of conduct
 - b. Engaged in for some reasonable length of time
 - c. Of which both parties are aware
 - d. Which does not vary the express, written terms of the agreement and
 - e. Which is in respect to a given set of specific circumstances and conditions

12. Health and Safety

- a. The Museum shall make reasonable efforts to provide a safe and healthful workplace.
- b. There shall be a joint health and safety committee that shall consist of two designees of the Executive Director and two designees of the Union. The committee shall meet twice per year or as the need arises. The sole purpose of the committee shall be to discuss matters concerning employee health and safety.
- c. In the event of severe weather emergencies, management agrees to notify employees in advance that the Museum will be closed and/or employees will be given a phone number to check if they are to report to work on that day.

13. Personnel Files

The Museum shall not unreasonably deny any employee's request to review his/her personnel file. The Museum must receive seven (7) calendar days' notice. A Museum official must be present when the employee is reviewing the file. No copies of any of the contents of the file may be made.

14. Benefit Orientation

All new bargaining unit employees shall be given at a minimum upon hire a new employee orientation packet supplied by the Union including a copy of the union contract, a union membership card, a welcome letter from the Union and all materials related to benefits. **Material related to insured benefits will be supplied by the Museum.**

The Museum will allow employees reasonable time off for a staff meeting once per year to review options for medical insurance which are available to employees. This meeting shall be held in a timely manner prior to the enrollment period for medical insurance. The Museum is responsible for providing employees with accurate information about benefit eligibility and options.

The open enrollment period will be held once per year.

15. Union Bulletin Board

The Museum shall provide space in an accessible location for a bulletin board for union announcements and notices of meetings. The Union agrees that no posting on the bulletin board shall be derogatory to the Museum or any employee of the Museum.

16. Benefit Eligibility

Bargaining unit employees will be eligible for benefits after 90 days from their original hire date. Benefits will be made available to all employees who work at least twenty (20) hours per week.

17. Bereavement Leave

In the event of the death of a member of an employee's household, immediate family or his/her spouse's immediate family, employees shall be entitled to five (5) consecutive days off with pay for the purpose of making arrangements for or to attend the funeral.

Immediate family is defined as spouse, sibling, child, grandchild, parent, grandparent, spouse's parent, and registered or documented domestic partner.

In the case of the death of a relative outside the immediate family, employees shall be entitled to one day off with pay.

If the employee requires additional time off, the employee may request vacation time or a personal leave of absence without pay.

The Museum may request appropriate verification.

18. Leaves of Absence

Child Care

Employees shall be granted an unpaid leave of absence to care for an infant or newly adopted child for up to three (3) months. The Museum shall consider requests for additional time.

Employees on childcare leave shall have the option of using unused sick days, vacation days or personal days concurrently with the leave.

Reinstatement to the employee's position or comparable position shall be guaranteed provided that the employee returns to work at the end of the leave.

Personal leave

Unpaid personal leaves for up to three months in a calendar year shall not be unreasonably denied to employees with a minimum of one-year service to the Museum.

Employees on a personal leave shall be required to use all accrued but unused vacation and personal days concurrently with the leave.

Reinstatement to the employee's position or comparable position shall be guaranteed provided that the employee returns to work at the end of the leave.

At the request of the Union, upon one (1) month's advance notice, the Museum shall grant no more than one employee at a time an unpaid leave of absence of up to twelve (12) months to work for the union. Such leave shall be paid by the Union, including the cost of any benefits. The employee shall continue his or her seniority and benefit accruals allowable by law for the duration of the leave. The employee may return to his or her job at any time within the leave period upon one (1) week's notice to the Museum. The leave of absence may be extended by mutual agreement between the Union and the Museum.

Medical Leave

Employees who have been employed for more than one (1) year and who are suffering from a serious health condition, including pregnancy, shall be granted an unpaid leave of absence for up to 40 working days in any 12-month period. Employees requesting such leaves shall provide as much advance notice as is practicable.

Employees requesting a medical leave will be required to submit appropriate medical documentation.

Employees must use unused sick days concurrently with a medical leave. Employees shall have the option of using accrued but unused vacation and personal days.

Employees on medical leave for more than seven (7) consecutive days may be eligible in accordance with the New York State Disability Benefits Law to receive weekly disability payments for up to 26 weeks.

Reinstatement to the employee's position or comparable position shall be guaranteed provided that the employee returns to work at the end of the leave.

Employees may be required by the Museum to submit appropriate medical documentation that the employee is capable of returning to work and performing the essential functions of the employee's position or comparable position. Where required, the Museum will make a reasonable accommodation for any disability the employee may have in accordance with applicable laws.

Employees may be required by the Museum to submit periodic certification from their medical practitioner as to continued need for medical leave.

19. Union Activity

Employees shall be released with pay to attend a union membership meeting of up to one hour two times per year. Such meetings will be scheduled with the approval of the Museum.

The Unit Chair, Joint Council Delegate and one Negotiating Committee member shall be entitled to a reasonable amount of paid release time to conduct grievance handling. Steward meetings for grievance handling shall be limited in duration and scheduled with approval of the Museum.

The Unit Chair, Joint Council Delegate and one negotiating committee member shall be entitled to up to one more day (7 hours) of paid released time to conduct union business and union meetings.

Upon reasonable notice to the Museum, a maximum of three (3) employees per year shall be granted two (2) days off without pay to attend a union conference, training or convention.


20. Transportation

1. A petty cash fund or an account with a car service company will be available for employees in need of car service for Museum business, subject to prior approval of the department head.
2. An employee required to use his/her own vehicle for Museum business shall be reimbursed mileage at the allowable IRS rate.
3. Employees required to work after 9 pm at a special event, rental event, or special meeting, e.g. Board of Trustees, community meeting may submit car service vouchers or reimbursement of taxi fares to a maximum of \$20 per ride. Employees must submit a receipt to be reimbursed.
4. The Museum shall provide employees with Transitchek or an equivalent transportation benefit.

21. Hours of Work

- a. The workweek shall consist of seven (7) days.
- b. The regular workweek for all full-time employees except security officers and maintenance workers shall be thirty-five (35) hours per week, divided into five (5) consecutive working days of seven (7) consecutive working hours, except for an unpaid meal break, not to exceed one hour. In no event, shall an employee's regular schedule be changed without thirty (30) days' notice to the employee unless the change is by mutual agreement.

- c. The regular workweek for all full-time security officers and maintenance workers shall be thirty-seven and one half (37.5) hours divided into five (5) consecutive working days of seven and a half (7.5) consecutive working hours, except for an unpaid meal break, not to exceed thirty minutes. In no event, shall a security officer's regular schedule be changed without thirty (30) days' notice to the employee, unless the change is by mutual agreement.
- d. The Museum shall make all reasonable efforts to schedule overtime hours a minimum of two weeks in advance.
- e. The Museum shall not unreasonably deny individual requests for a flexible work schedule.
- f. Nonexempt employees shall be paid time and a half (1.5) for every hour worked over 40 hours in a workweek. All paid hours, except sick time or a personal or vacation day which was not scheduled in advance, shall be counted toward the 40-hour threshold.
- g. Exempt employees shall be credited with one hour of compensatory time for each hour worked above 35 hours in a week. Employees shall be allowed to schedule compensatory time within two pay periods of the week it was earned.
- h. Overtime work shall be offered to employees as follows:
- The Museum shall maintain a list of all employees who have expressed a preference for overtime hours.
 - In the event that overtime becomes available, the Museum shall first offer the work to the most senior employee on the preference list in the department in which the overtime is needed. In the event that the most senior employee in the department refuses the overtime, the next most senior employee shall be offered the work, and so on. The next time that overtime becomes available, it shall be first offered to the employee whose seniority falls after the employee who accepted the previous overtime, and so on. In this way, overtime shall be offered on a rotating basis to all employees on the preference list.
 - In the event that no employee on the preference list accepts the offer of overtime, the Museum may fill the hours as it deems necessary, including assigning the overtime on a rotating basis starting with the least senior employee in the department in which the overtime is required.



22. VACATION

1. All regular employees are eligible for vacation benefits on the following schedule:

Completed years of service:

Less than three years:	10 days per year
Three years but less than five years:	15 days per year
Five years but less than ten years:	20 days per year
More than ten years:	25 days per year

2. Employees may carry over a maximum of twenty days vacation to the next year.
3. Vacations may be scheduled throughout the calendar year consistent with operational needs. Vacation requests shall not be unreasonably denied.
4. Upon termination, the Museum will pay an employee for all earned but unused vacation at the employee's regular rate of pay at the time of the termination.
5. If a Museum holiday occurs during an employee's vacation, the employee will not be charged a vacation day for that holiday.
6. Employees must request vacation in writing at least two weeks in advance of the time requested. The notice period shall be waived in case of an emergency. The Museum shall provide employees with a vacation request form for that purpose.
7. No advance vacation.
8. No more than two weeks vacation at one time without written authorization of supervisor.

23. Personal Days

Regular full and part time employees are entitled to five (5) personal days in the course of each calendar year. Accrual of personal leave is pro-rated based upon the number of months an employee works during a given calendar year. Personal days cannot be carried over into a new calendar year and cannot be cashed out. Requests for personal days must be approved by the employee's supervisor or the Executive Director. Such requests shall not be unreasonably denied.

24. Scope of Bargaining

The Museum and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Museum and the Union for the term of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Museum, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing by the Museum and the Union.

25. Information to the Union

- a. The Museum shall send regular timely notice of new hires, terminations, promotions, transfers, layoffs or changes in the regular work schedule or location of employees to the Union electronically, or to its offices at 113 University Place, New York, NY 10003.
- b. Notice of a new hire shall include name, home address, home telephone number, regular work schedule and location, title, department and salary.

26. Job Training and Professional Development

The Museum shall provide employees with necessary training for the employee's current position at Museum expense during the employee's work hours. If the training is not available during the employee's shift, the Museum shall pay the employee for the training time.

Museum staff and their dependents shall be eligible for classes offered by the Museum subject to space availability.

27. Holidays

1. All regular employees shall be entitled to no less than thirteen paid holidays per year. The Museum may designate one of the paid holidays as a floating day.

2. The holiday schedule shall be determined no later than the start of each calendar year. The schedule shall be distributed to all employees.
3. Nonexempt employees who are required to work on a holiday shall be paid straight time for each hour worked and shall be granted an additional time off at the rate of 12 hours for each 8-hour day.
4. In order to be eligible for holiday pay employee must work the last scheduled workday before and the first scheduled workday after a holiday, unless the absence is excused.
5. The amount of pay an employee shall receive for a holiday shall be determined on the basis of the employee's regular hourly or salaried rate of pay.
6. Employees on a leave of absence are not eligible for holiday benefits for holidays that are observed during the period they are on a leave of absence.
7. If an employee is on an approved vacation, the employee will not be charged for a vacation day for the holiday.

28 Jury Duty

Employees will be entitled to ten (10) days paid jury duty leave and twenty (20) half days paid grand jury leave in any 12-month period.

An employee served with a notice to report for jury duty must immediately submit the notice to Human Resources.

Evening shift employees shall be excused from working their shift immediately after a day of jury service.

Overnight shift employees shall be excused from working their shift immediately before the day of jury service.

Day shift employees released from jury duty shall call their immediate supervisor to see if they should return to the Museum that day.

29. Sick Days

1. Each employee is eligible for twelve (12) days of paid sick leave per year that accrues at the rate of one day per full month of employment. No paid sick leave is available during the probationary period.

2. Employees may accrue and bank unused sick leave to a maximum of twenty (20) days.
3. Sick leave may only be used for the illness or injury of the employee or his/her child or for medical appointments.
4. Sick leave for nonexempt employees must be taken in minimum increments of one hour.
5. Nonexempt employees who wish to utilize a sick day are required to speak to their supervisor at least one hour before their normal start time.
6. If an employee is absent due to illness or injury for three or more consecutive days, the Museum may require the employee to provide a doctor's note. A doctor's note may also be required if a pattern of absences is evident.

Unused sick leave will not be paid for upon termination of employment for any reason, nor can sick leave days be used to extend a vacation.

30. Health Benefits

1. Employees will be provided with a choice of (a) health insurance through Oxford with a prescription drug rider, subject to City approval or (b) one of the current available plans.
2. Health insurance is available to regular full-time employees and part-time employees who are regularly scheduled to work at least 28 hours per week.

31. Catch-up Payments

- a. \$500 payable to all employees on payroll when Agreement is ratified by employees and Board of Museum who were on payroll on July 1, 2005
- b. \$500 payable to all employees on payroll when Agreement is ratified by employees and Board of Museum who were on payroll on July 1, 2006

32. Wage Increases

3.5% effective July 1, 2007 – language of announcement to staff of increases is attached

33. Minimum Wages

No employee will be paid less than the minimum for his/her position. In the event that the Museum creates a new bargaining unit position or fills a bargaining unit position presently vacant, the Museum and the Union will meet to discuss the appropriate minimum for the position.

Deputy Chief of Security	\$23,000
Assistant Development Director	\$50,000
Custodian/Porter	\$20,000
Security Officer	\$20,000
Visitor Services	\$22,000
Education Department Manager	\$35,000
Assistant Curator	\$35,000
Media Lab Manager	\$35,000
Visitor Services Coordinator	\$23,500
Registrar	\$35,000
Finance Assistant	\$11.00 per hour
Program Associate	\$32,000
Community Outreach	\$23,000
Associate Curator	\$38,000
Grant Writer	\$34,000
Grants Accountant	\$40,000
Researcher	\$25,000

9 Employees to receive the minimum or a \$1,100 increase whichever is higher effective September 1, 2007.

34. Uniforms

Security employees will be provided with three (3) pants, three (3) shirts, and two (2) blazers which must be worn in clean condition at work. Uniforms are to be cleaned by employees who will receive a \$5.00 weekly stipend to cover the cost of cleaning.

35. Conformity to Law

If any part of the contract shall be found to be invalid because of conflict with applicable law, such invalidity shall not affect any of the remaining parts of the contract, and the parties shall meet to negotiate a substitute provision.

36. Duration of Agreement

One year starting when Agreement is ratified by the employees in the bargaining unit and the Board of the Museum.

THE BRONX MUSEUM OF THE ARTS

By: _____
Authorized Signature

Dated: _____

**LOCAL 2110
UNITED AUTOMOBILE WORKERS UNION**

BY: *Mr. Rosenstam*
Authorized Signature

Dated: 11/1/07