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Museum of Modern Art Archives	
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*Pasta  
Contract*

Agreement made and entered into this first day of July, 1971  
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") 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:

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## Article I

### SALARY

A. Staff, other than waitresses and those who resigned or were terminated for cause before September 1, 1971, shall receive a 7 1/2% increase in salary. Waitresses, other than those who resigned or were terminated for cause before September 1, 1971, shall receive a 20 cents per hour increase.

B. Staff employed by the Museum for 20 years or more on September 1, 1971, shall receive a 2% additional increase.

C. The minimum annual salary for full-time staff shall be \$5,750.

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## Article II

### HEALTH BENEFITS

The current Blue Cross-Major Medical coverage shall be continued, with the following modifications:

1. Single and dependent coverage will be available on a non-contributory basis after one full year of employment. Effective November 1, 1971, single and dependent coverage will be available on a non-contributory basis upon the completion of the probationary period. 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.

2. One hundred percent of scheduled Blue Cross coverage shall be available throughout the first 30 days of hospitalization.

3. Maternity benefits shall be increased to \$500.



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### Article III

#### EDUCATIONAL BENEFITS

A. Gallery Visits -- One half day per week shall be available to Associate and Assistant Curators and Curatorial Assistants 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.

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

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Article III EDUCATIONAL BENEFITS (Continued)

of the numbers 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 Senior Conservator, Library Cataloger and Senior Library Cataloger, Assistant and Associate Editor and Editor, Registration Cataloger and Registration Senior Cataloger and Assistant Registrar.

C. Courses

1. Courses 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 pursuant to the following schedules:

- a. Staff members holding titles ineligible for research project with salaries under \$9,000 a year -- 100% reimbursement.
- b. Staff members holding titles ineligible for research project with salaries over \$9,000 a year -- 75% reimbursement.
- c. Staff members holding titles eligible for research project with salaries under \$9,000 -- 75% reimbursement.
- d. Staff members holding titles eligible for research project with salaries over \$9,000 a year -- 50% reimbursement.
- e. If the Museum requires the completion of a particular course, the Museum will pay 100% of the costs of such course.



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Article III EDUCATIONAL BENEFITS (Continued)

2. The Museum shall set aside a sum of \$5,000 per year 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 an employee has not presented proof of satisfactory completion of a course. From such time the employee shall be required to advance the cost involved and shall be reimbursed only upon proof of satisfactory completion.

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 program, the committee shall consult with the Director, who shall have final authority.

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#### Article IV

##### LEAVES AND VACATION

###### 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. Effective July 1, 1972, Associate Curators, Senior Conservators and Library Supervisor of Special Collections 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 reserves 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



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Article IV - LEAVES AND VACATION (Continued)

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.

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.

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Article IV - LEAVES AND VACATION (Continued)

D. Maternity Leave -- A maximum of nine months maternity leave shall be available. Insurance coverage may be continued during such leave at the Staff member's expense.

E. Vacations -- It is expected that all accrued vacation will be taken by the end of February following the fiscal 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.

F. 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.

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## Article V

### 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 Personnel Manual and not inconsistent with paragraph A, above.



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Article VI

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 decisions of the Trustees.

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, subject to the Director's judgment regarding agenda pressures placed upon such Trustee Committees. The Association representatives may request the right to appear before the Board of Trustees in connection with such relevant policy matters, subject to the right of the relevant Trustee Committee to disapprove such request.

C. All of those employed in each of the Curatorial Departments will elect one or two representatives, the number to be determined by the Museum, who shall be the representatives of that department for the purpose of participation in search activities and consultation with regard to the selection of any new department director.



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# Article VI - CONSULTATION WITH STAFF (Continued)

D. 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.

E. 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.

F. 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.

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Article VII

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.

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

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# Article VII PROMOTIONS (Continued)

"cause" under Article X. The provisions of Article IX 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.



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## Article VIII

### JOB DESCRIPTIONS AND RETITLING

A. The Museum shall prepare job descriptions for all bargaining unit titles in order to provide the same title for equivalent work and responsibility regardless of department. Proposed job descriptions shall be submitted to the Association for review and comment. The Association's recommendations shall be presented to the Director, who, in his sole discretion, shall make a final determination. This study shall be completed no later than March 30, 1972.

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.

C. No incumbent will be demoted because the newly developed job description applicable to his or her job title calls for greater duties or responsibilities than that incumbent has heretofore been assigned.

D. The Museum shall post all job vacancies in bargaining unit titles, other than those covered by the provisions of Article VII, Paragraph A, subparagraphs 2 and 3, in a manner and, circumstances permitting, with such advance notice, to permit staff members to apply and be considered for such vacancies.



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Article IX

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 of 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 A.A.A. shall be shared equally by the parties.

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Article IX (Continued)

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.

D. 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.

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Article X

DISCHARGE AND DISCIPLINE

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



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## Article XI

### IMPROVEMENT OF FACILITIES

A. A "fainting" room shall be established in the former telephone room on the 6th floor.

B. A joint committee shall prepare a report, no later than March 1, 1972, containing proposals for the improvement of facilities at the Museum. The decision of the Director shall be final as to the action, if any, to be taken on such proposals.

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## Article XII

### 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.

by the Director after consultation of the comparative ability, experience, and reliability of those in the job title. Should the Director be dissatisfied with the results of 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, 1949, shall be considered as having worked in the same department: Printing and Bookstore, Drawings, Prints and Illustrated Books. If the Director desires for layoff when the most junior of the individuals in a given title within a department is shall state in writing his reasons for retaining such junior employee or employees.

2. Notwithstanding the above, layoff in the following specific titles shall be implemented solely on the basis of seniority at the Museum as a Museum-wide basis: secretaries, stenographic, machine, waitress, information desk representative.

#### 4. Notice

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

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Article XIII

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 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, cashier, waitress, information desk representative.

B. Notice

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



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Article XIII JOB SECURITY (Continued)

C. Severance Pay for Permanent Layoffs

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

An employee shall have recall rights for one year from the time of layoff if his or her job is restored. 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.

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.

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Article XIII JOB SECURITY (Continued)

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. Efforts to Secure Government Support

The Museum agrees to make intensive efforts, at the highest levels of government, for increased governmental support for the Museum and its programs. The Director shall report to the Staff on January 15, 1972, regarding the success or lack thereof of such efforts. If additional public funds beyond those presently budgeted can be obtained or reasonably projected, the Museum will make every effort to modify its present determinations regarding program and staff reductions, but such projections and determinations shall be in the sole discretion of the Museum.

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Article XIV

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.



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Article XV

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.

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Article XVI

WAGE FREEZE AND CONTROLS

To the extent that the wage freeze under Executive Order 11615 and any subsequent wage controls prohibit full implementation of the wage and fringe benefit provisions hereof, the parties shall negotiate during the first year of the Agreement over the reallocation of all funds accrued, into such wage and fringe benefit areas, and to the extent, if any, as permitted by said controls. Such negotiations shall not be considered a reopener under Article XVII and the provisions of Article XV shall be fully applicable. At the conclusion of said negotiations the Association shall indicate the wage and fringe benefit reallocation it prefers and the Museum will not unreasonably withhold its approval.

To the extent that the freeze and/or controls prohibit either the full implementation of the wage and fringe benefit provisions hereof, or the allocation of any or all funds accrued as a result thereof, the Director will give full and serious consideration to the Association's proposals for expanding such accrued funds in areas other than wage or fringe benefits. The Director in his sole discretion shall make the final decision as to whether such funds shall be reallocated into areas other than wages or fringe benefits and the areas for such reallocation.



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## Article XVII

### 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 continue in full force and effect through June 30, 1973.

C. The parties shall reopen negotiations to modify the contract, in the areas of salaries, health benefits, and the pension program provided by the Museum to Staff members, including those who retired subsequent to the certification of the Association. Such modifications as are mutually agreeable shall be effective July 1, 1972. The Association's demands should be submitted no later than May 30, 1972. The parties shall exercise their best efforts to the end that the salaries to be negotiated under this reopener shall result in a mutually agreeable single job rate and appropriate seniority increments, if any, for each job title.

Executed this       day of  
November, 1971

The Museum of Modern Art

The Professional and Administrative Staff  
Association of The Museum of Modern Art

By \_\_\_\_\_  
DIRECTOR

By \_\_\_\_\_  
CHAIRMAN



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## Article XVII

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November, 1971

The Museum of Modern Art

The Professional and Administrative Staff  
Association of The Museum of Modern Art

By \_\_\_\_\_  
DIRECTOR

By \_\_\_\_\_  
CHAIRMAN

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## 1982 - 1984 CONTRACT

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Agreement made and entered into this 6th day of December, 1982, 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") 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 September 1, 1982, or the completion of probation, whichever is later, permanent Staff members employed as of September 1, 1982 shall receive an 8% increase in salary.

B. Effective September 1, 1983 or the completion of probation, whichever is later, permanent Staff members employed on that date shall receive a 7% increase in salary.

C. Minimum Salary Rates

Effective September 1, 1982, the minimum hiring rates shall be in accordance with Schedule A, attached.



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Salary adjustments, if any are necessary to bring the salaries of Staff members employed on September 1, 1982 up to the contractual minimums, shall be made after across-the-board percentage increases are added to the pay rates in effect on August 31, 1982.

D. Retroactivity

The increases referred to in paragraphs A, B and C above shall only be applicable to those employees still employed on December 7, 1982.

E. Merit Increases

The Museum reserves the sole discretion to grant merit increases in amounts not to exceed 10% of an individual's base salary.

F. Dinner Allowances

Staff members who are required to work past 8:00 p.m. shall be reimbursed up to \$7.50 for dinner, upon presentation of a dated receipt and with advance written approval from his/her department head.

G. 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

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expected to be worked. The Personnel Department will provide a voucher for use by the Staff member.

H. 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. Blue Cross-Major Medical coverage shall be provided, including, but not limited to, the following features:

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

2. One hundred percent of scheduled Blue Cross coverage shall be available throughout the first one hundred twenty (120) days of hospitalization.

B. Major Medical coverage shall be in accordance with the summary of benefits attached hereto as Schedule B,



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as specifically defined by the terms of the contract in effect from time to time between the carrier and the Museum.

C. Long Term Disability coverage - after ninety (90) days, 50% of salary to a maximum of \$3,000 per month, to age 70 in accordance with the terms of the Union Mutual policy.

D. The Museum shall provide a program of one eye examination and one pair of glasses every other year. The program shall be arranged through GHI or another mutually agreeable program of equivalent cost. This program may not be used during working hours.

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

F. Effective September 1, 1983 dental coverage shall be provided in accordance with the summary of benefits attached hereto as Schedule C, as specifically defined by the terms of the contract in effect from time to time between the carrier and the Museum. The Museum shall consider any proposal submitted by the Association for a better schedule of benefits without an increase in premiums.



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### 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.

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 representa-

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tives 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 pursuant to the schedule below. 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.



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- a. Staff members with salaries up to \$15,000 a year -- 100% reimbursement.
  - b. Staff members with salaries between \$15,001 and \$18,000 a year -- 75% reimbursement.
  - c. Staff members with salaries over \$18,000 a year -- 50% reimbursement.
  - d. If the Museum requires the completion of a particular course, the Museum will pay 100% of the costs of such course.
2. The Museum shall set aside a sum of \$11,000 for the year beginning September 1, 1982 and \$12,000 for the year beginning September 1, 1983 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



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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 program, the committee shall consult with the Director, who shall have final authority.

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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-served 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 formulas of the Plan. Final average salary is to be based on four (4) years' calculation.

B. Vesting - five to fifteen years ERISA Schedule, effective July 1, 1976.



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ARTICLE V

LEAVES AND VACATION

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 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 reserves 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



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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.

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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.

D. Maternity Leave

A maximum of nine months maternity leave shall be available. Insurance coverage may be continued during such leave at the Staff member's expense.

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E. Child Care Leave

It is agreed that a maximum of six months child care leave shall be available to a male Staff member for the sole purpose of remaining at home to care for his newborn child.

F. Vacations

It is expected that all accrued vacation will be taken by the end of February following the fiscal 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,



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provided such Staff member is a principal participant at such conference.

#### 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 Personnel 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

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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.



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C. The Association shall be represented by its Chairperson at all Department Head Meetings and all Planning Committee Meetings. If the Chairperson is unavailable because of absence or vacation, then a substitute representative may be designated by the Association.

D. All of those employed in each of the Curatorial Departments, and in the Public Information, Education, Library, Publishing, 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 representatives of the department for the purpose of participation in search activities and consultation with regard to the selection of any new department director.

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



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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. Appointments 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. 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, until October 31, 1984. 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

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to attend a given meeting, as appropriate.

#### ARTICLE VIII

##### 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.



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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 X. The provisions of Article IX 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.



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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.

#### ARTICLE IX

##### JOB DESCRIPTIONS AND RETITLING

A. 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.

B. New Staff members hired to fill bargaining unit positions will be provided with an appropriate job

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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 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.

C. The Museum shall post all job vacancies in bargaining unit titles, other than those covered by the provisions of Article X, 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 will accompany the posting located on the Staff bulletin board.

D. 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. It is understood and agreed that such information shall be used by the Association solely for the purpose of monitoring compliance with this Agreement.



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ARTICLE X

TEMPORARY 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.

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 period of employment of the replacement for a permanent employee on approved leave of absence of up to one year.

However, project employees who are presently on the Museum's payroll on a temporary basis may remain on temporary status until July 1, 1979. If they are still on the payroll at that time, their status shall be converted to permanent. Such employees shall be entitled to all of the benefits under the contract (except tenure until July 1, 1979).

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



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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. There shall be special project secretary and clerk-typist classifications with their own separate seniority lists.

E. 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.

#### ARTICLE XI

##### 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

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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.



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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 XII

##### 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. A copy of any written disciplinary notice shall be furnished to the Association unless the Staff member requests otherwise.



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ARTICLE XIII

FACILITIES - PERSONNEL FILES - JURY DUTY

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.

ARTICLE XIV

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 XV

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

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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 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, bookstore-salesperson, waitress, information desk representative, and representative/cashier.

B. Notice

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

C. Severance Pay for Permanent Layoffs

Six months to one year of service -- one week's severance pay. For each full year of uninterrupted service



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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. 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 a laid off employee for any vacancy within the Museum for which the laid off employee applies. An offer of a different job which is refused shall not eliminate the obligation to recall if the employee's previous job is restored within one year.

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



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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.

#### ARTICLE XVI

##### 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.

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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.

#### ARTICLE XVII

##### 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



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grieve and arbitrate only the question whether the Director's decision was arbitrary and capricious.

#### ARTICLE XVIII

##### 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.



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ARTICLE XIX

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 September 1, 1982 and shall continue in full force and effect through October 31, 1984.

Executed this      day  
of *June 30*, 1983.

THE MUSEUM OF MODERN ART

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

By *Lynne C. Bowring*

By *M. Blatman*

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## SCHEDULE A

TITLES/SALARY MINIMUMS

Associate Curator	\$21,000
Associate Conservator	
Associate Librarian	
Associate Editor	

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Administrator	19,000
Supervisor Film Study Center	

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Assistant Curator	17,000 - Effective 9/1/82
Assistant Conservator	17,500 - Effective 9/1/83
Assistant Librarian	
Assistant Registrar	
Research Assistant	
Program Coordinator (Film)	
Chief Fine Arts Photographer	

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Assistant Production Manager	16,000
Graphics Designer	
Assistant Accounts Manager	
Grants Officer	

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Curatorial Assistant	14,500
Loan Assistant	
Fine Arts Photographer	
Senior Registrar Assistant	
Archivists	
Assistant Editor	
Publicists	
Assistant Special Events	
Assistant to the Director	

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Administrative Assistant	14,000
Exhibitions	
A&D	
Publications	
Finance	
Security	
Special Events	
P&S	
Physical Distribution Specialists	
Special Assistant, Education	
Typsetter	
Traffic Manager	

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TITLES/SALARY MINIMUMS

Chief Cashier \$13,500  
 Senior Press Aide  
 Production Assistant  
 Recording Secretary  
 Program Assistant  
 Assistant to Supervisor

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Registrar Assistant 13,000  
 Executive Secretary  
 Secretary Stat Typists  
 Word Processor  
 Assistant to Senior Accountant  
 Senior Accounting Clerk  
 Computer Operator  
 Graphic Artist  
 Senior Recording Clerk  
 Photo Lab Technician  
 Financial Assistant

---

Cataloguer 12,000  
 Operator  
 Assistant  
   Library  
   Membership  
   Admin. Services  
   Film  
   Publications  
   Education  
   Art Lending  
 Bookstore Supervisor  
 Records Specialists

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Secretary 11,500  
 Cashier  
 Assistant Photo Lab Technician  
 Press Aide

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Accounting Clerk 10,500  
 Film Booker  
 Data Control Clerk



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TITLES/SALARY MINIMUMS

Centrex Operator 10,500 (continued)  
 Customer Service Rep.  
 Credit Clerk  
 Recording Clerk

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Receptionists 9,000  
 Clerk/Typists  
 Stock Clerk  
 Rep. Cashier \*  
 Salesperson \*\*

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\* Prorated on a 32 1/2 hour week.

\*\* Incumbents receive additional \$438 to rate; commission eliminated

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# SCHEDULE B

## MAJOR MEDICAL COVERAGE

Deductible	\$75 Employee, \$150 Family.
Maximum	Unlimited.
Stop Loss	\$2,000 - if \$2,000 satisfied in one calendar year, the plan will pay 100% for that year and the next.
Out-patient Psychiatric	50% of charges up to calendar year maximum \$1,000; 50 visits in a calendar year.
In-patient Psychiatric	Benefits paid as any other illness
Surgical Schedule	\$1,000 schedule paid first, then 80% of remaining costs.
Oral Surgery	The excision of a tooth root. Root Canal therapy.
Anesthesia Benefit	According to schedule.
Hospital Doctor	After meeting deductible paid at 80%.
Abortion & Vasectomy	\$100 per employee.
Other Coverages	According to schedule.

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# SCHEDULE C

## SCHEDULE OF DENTAL BENEFITS

### COMPREHENSIVE DENTAL INSURANCE

Maximum Benefits	\$1,000 per calendar year per insured individual
Periodontal	Unlimited
Orthodontic Coverage and Other "Major"	Excluded
Deductible	\$50 per calendar year, subject to a maximum of three deductible per family per year.
Coverage	Single Coverage at MoMA expense, Dependent Coverage at Employee expense.*
Effective Date	September 1, 1983
Coinsurance - reimbursement of reasonable and customary charges for:	
Routine oral exams (including diagnosis, x-ray, and prophylaxis); fluoride treatment and space maintainers.	80% Plan - 20% Insured
All other covered dental charges	80% Plan - 20% Insured

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\* 75% participation is necessary for dependent coverage.



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Museum of Modern Art Archives

1977-81

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Agreement made and entered into this 29th day of July, 1980, by and between The Museum of Modern Art (herein after "the Museum") and The Professional and Administrative Staff Association of the Museum of Modern Art (hereinafter "the Association") 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 July 1, 1980, or the completion of probation, whichever is later, permanent Staff members, except waitresses, employed as of both July 1, 1980 and July 30, 1980 shall receive a 9% increase in salary.

B. Effective July 1, 1981, or the completion of probation, whichever is later, permanent Staff members, except waitresses, employed on that date shall receive an 8% increase in salary.

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C. Effective April 1, 1982, those Staff members who received the 8% increase described in paragraph B. above shall receive an additional 1% increase, based on their rate on June 30, 1981.

D. Waitresses shall receive an increase in their hourly rate of 15¢ per hour effective July 1, 1980 and an additional 15¢ per hour effective July 1, 1981.

E. Minimum Salary Rates

Effective July 1, 1980, the minimum hiring rates shall be in accordance with Schedule A, attached.

Salary adjustments, if any are necessary to bring the salaries of Staff members employed on July 1, 1980 up to the contractual minimums, shall be made after across-the-board percentage increases are added to the pay rates in effect on June 30, 1980.

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.

G. Dinner Allowances

Staff members who are required to work past 8:00 p.m. shall be reimbursed up to \$7.50 for dinner, upon presentation of a dated receipt and with advance written



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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.

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. Blue Cross-Major Medical coverage shall be provided, including, but not limited to, the following features:

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

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2. One hundred percent of scheduled Blue Cross coverage shall be available throughout the first one hundred twenty (120) days of hospitalization.

B. Major Medical coverage shall be in accordance with the summary of benefits attached hereto as Schedule B, as specifically defined by the terms of the contract in effect from time to time between the carrier and the Museum.

C. Long Term Disability coverage - after ninety (90) days, 50% of salary to a maximum of \$3,000 per month, to age 70 in accordance with the terms of the Union Mutual policy.

D. The Museum shall provide a program of one eye examination and one pair of glasses every other year. The program shall be arranged through GHI or another mutually agreeable program of equivalent cost. This program may not be used during working hours.

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



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### 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.

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



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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 numbers 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 Senior Conservator, Library Cataloguer and Senior Library Cataloguer, Assistant and Associate Editor and Editor, Registration Cataloguer, Registration Senior Cataloguer and Assistant Registrar and Film Study Center Supervisor.

#### C. Courses

1. Courses 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 pursuant to the following schedules:

- a. Staff members with salaries up to \$10,000 a year -- 100% reimbursement.
- b. Staff members with salaries between \$10,001 and \$15,000 a year -- 75% reimbursement.
- c. Staff members with salaries over \$15,001 a year -- 50% reimbursement.
- d. If the Museum requires the completion

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of a particular course, the Museum will pay 100% of the costs of such course.

2. The Museum shall set aside a sum of \$10,000 per contract year 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.



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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 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-served 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



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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 formulas of the Plan. Final average salary is to be based on four (4) years calculation.

B. Vesting - five to fifteen years ERISA Schedule, effective July 1, 1976.

#### ARTICLE V

#### LEAVES AND VACATION

##### 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. Effective July 1, 1972, Associate Curators, Senior Conservators and Library Supervisor of Special Collections shall be eligible for sabbatical leave after six full years of employment in a curatorial, conservation or library



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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 reserves 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.



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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.

D. Maternity Leave

A maximum of nine months maternity leave shall be available. Insurance coverage may be continued during such leave at the Staff member's expense.

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E. Child Care Leave

It is agreed that a maximum of six months child care leave shall be available to a male Staff member for the sole purpose of remaining at home to care for his newborn child.

F. Vacations

It is expected that all accrued vacation will be taken by the end of February following the fiscal 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.



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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 Personnel 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.

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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 and all Planning Committee Meetings. If the Chairperson is unavailable because of absence or vacation, then a substitute representative may be designated by the Association.



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D. All of those employed in each of the Curatorial Departments, and in the Public Information, Education, Library, Publishing, 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 representatives of that department for the purpose of participation in search activities and consultation with regard to the selection of any new department director.

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. 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

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such time as the Museum would have disclosed the information during the normal course of events.

#### ARTICLE VIII

##### 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.



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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 X. The provisions of Article IX 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,



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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.

#### ARTICLE IX

##### JOB DESCRIPTIONS AND RETITLING

A. 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.

B. 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 Association will



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be notified about the creation of new jobs and substantial modifications to existing bargaining unit jobs.

C. The Museum shall post all job vacancies in bargaining unit titles, other than those covered by the provisions of Article X, Paragraph A, in a manner and, circumstances permitting, with such advance notice, to permit Staff members to apply and be considered for such vacancies.

D. 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. 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 X

##### TEMPORARY 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.

B. Interns (i.e., educational - one (1) year) and Newhall Fellow shall remain on temporary status. As to all other employees, temporary status shall be limited to three

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months of continuous employment renewable by the Museum for three additional months or to the period of employment of the replacement for a permanent employee on approved leave of absence of up to one year.

However, project employees who are presently on the Museum's payroll on a temporary basis, may remain on temporary status until July 1, 1979. If they are still on the payroll at that time, their status shall be converted to permanent. Such employees shall be entitled to all of the benefits under the contract (except tenure until July 1, 1979).

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. There shall be special project secretary and clerk-typist classifications with their own separate seniority lists.

E. The Museum shall continue to have full discretion in all hires or transfers to new positions, whether in-



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volving applications for work on special projects or otherwise.

#### ARTICLE XI

##### 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 of 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.

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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 A.A.A. 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.



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ARTICLE XII

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. A copy of any written disciplinary notice shall be furnished to the Association unless the Staff member requests otherwise.

ARTICLE XIII

FACILITIES - PERSONNEL FILES - JURY DUTY

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.

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ARTICLE XIV

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 XV

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 his reasons for retaining such junior employee or employees.



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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, cashier, waitress, information desk representative.

B. Notice

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

C. Severance Pay for Permanent Layoffs

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

An employee shall have recall rights for one year from the time of layoff if his or her job is restored. 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.

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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.

ARTICLE XVI

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.



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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.

#### ARTICLE XVII

##### 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

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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 XVIII

##### 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



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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 XIX

##### 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 July 1, 1980, and shall continue in full force and effect through August 31, 1982.

Executed this 28<sup>th</sup> day of  
August, 1980

The Museum of Modern Art

By Jahn B. Koegel

The Professional and Administrative  
Staff Association of the  
Museum of Modern Art

By Thomas J. Mahon

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SCHEDULE ATITLES/SALARY MINIMUMS

Senior Conservator 18,500  
Associate Curator

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Associate Editor 15,000  
Buyer  
Administrator  
    Art Lending  
    Junior Council  
Senior Cataloguer (Library)  
Reference Librarian

---

Supervisor 14,000  
    Film S.C.  
    Payroll  
Assistant Curator  
Conservator  
Assistant Production Manager (Publications)  
Chief Fine Arts Photographer

---

Researcher 13,000  
Assistant Coordinator Exhibitions  
Assistant to Director P & S  
Assistant, Special Events  
Assistant to Director M & D  
Annual Fund Coordinator  
Graphics Designer  
Assistant Production Supervisor (Exhibitions)  
Administrative Assistants  
    Exhibitions  
    A & D  
    Publications  
    Purchasing  
    Finance  
Library Archival Assistant  
Fine Arts Photographer



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TITLES/SALARY MINIMUMS

Curatorial Assistant 12,000  
Library Cataloguer  
Periodicals Librarian  
Photo Lab Technician  
Senior Cataloguer (Registrar)  
Assistant Manager of the Warehouse  
Executive Secretary  
Officer  
Grants  
Promotion Services  
Archivists (R & R)  
Assistant to Supervisor (R & R)

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Recording Secretary 11,000  
Research Cataloguer  
Loan Assistant  
Archival Assistant (Meis)  
~~Fine Arts Photographer~~ *duplication SLS*  
Assistant, Education  
Chief Cashier  
Assistant to Senior Accountant

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Assistant to Business Manager 10,000  
(Publications)  
Cataloguer (Registrar)  
Assistant to Film Study Center  
Assistant (R & R)  
Assistant Customer Sales  
Film Booker  
Assistant (Public Information)  
Assistant to Associate Director Retail  
Bookkeeper  
Computer Operator  
Assistant to Production Manager (Publications)

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TITLES/SALARY MINIMUMS

Secretary 9,500  
Supervisor  
    Bookstore  
    Stockroom  
Accounts Payable Clerk  
Assistant Photo Lab Technician  
Operator  
    Key Punch  
    Data Entry  
    Billing Machine

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Payroll Assistant 9,000  
Assistant, Art Lending  
Data Control Clerk  
Centrex Operator

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Cashier 8,500  
Receptionists  
Page  
Inventory Clerk  
Accounts Receivable Clerk

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Clerk Typist 7,500  
Stock Clerk  
Membership Assistant

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Representative Cashier 6,500 - 7,600 (after 1 year)  
Salesperson



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SCHEDULE B

MAJOR MEDICAL COVERAGE

Deductible	\$75 Employee, \$150 Family.
Maximum	Unlimited
Stop Loss	\$2,000 - if \$2,000 satisfied in one calendar yr., the plan will pay 100% for that year and the next.
Out-Patient Psychiatric	50% of charges up to calendar yr. maximum \$1,000; 50 visits in a calendar yr.
In-Patient Psychiatric	Benefits paid as any other illness.
Surgical Schedule	\$1,000 schedule paid first, then 80% of remaining costs.
Oral Surgery	The excision of a tooth root. Root canal therapy.
Anesthesia Benefit	According to schedule.
Hospital Doctor	After meeting deductible paid at 80%.
Abortion & Vasectomy	\$100 per employee
Other Coverages	According to schedule.

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OUTLINE OF FINAL OFFER MADE BY MUSEUM TO LOCAL 1  
November 28, 1973

Contract Term: 29 months - July 1, 1973 through November 30, 1975.

Salaries:

Across-the-board increases:

July 1, 1973 - 5-1/2%  
December 1, 1973 - 5-1/2%  
December 1, 1974 - 6%

Waitresses:

15¢ per hour  
10¢ per hour  
15¢ per hour

Adjustments:

Senior Conservators - additional \$750 per year, effective December 2, 1973 and again December 4, 1974.

Minimum salaries (effective December 2, 1973):

Minimum hiring rate: \$6,000

After six months' employment: \$6,600

After one year's employment: \$7,000

Welfare (effective December 1, 1973):

Long term disability insurance coverage - after 90 days disability, 50% of salary to a maximum of \$1,500 per month benefit, to age 65.

Major Medical - lifetime coverage to be increased from \$25,000 to \$50,000.

Education benefits:

Annual appropriation for tuition aid to be increased from \$5,000 to \$6,000.

Miscellaneous:

Male employees to be entitled to up to six months child-care leave to stay home in order to care for newborn children.

Union to receive copies of notices of termination. Copies of other disciplinary documents to be provided to union only upon express request of the individual employee.

Employees to be afforded reasonable opportunity to examine material in their individual personnel files relating to employment by the Museum.

Upon completion of Museum review of policies regarding payment of royalties for Museum publications distributed free to members, proposed changes to be discussed with appropriate committee of the union.



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Clarification or modification of pre-existing rights:

Employees engaged in research projects and on sabbatical leave to be entitled to full benefits.

In case of inconsistency between express provisions of contract and Personnel Manual, terms of the contract prevail.

Personnel Review Board to be a continuing body, with substitutions to be made among its members in the event of departmental conflicts.

All employees eligible for tuition aid after one year's employment.

Special arrangements to be made in appropriate cases to advance tuition aid prior to registration.

Reasonable advance notice of Board agenda items to be given to the Union Program Committee.

Elimination of certain procedural restrictions on existing right of union representatives to appear before Trustee Committees and Board of Trustees