

Signed copy located in Human Resources

**Collective Bargaining Agreement between American Museum of Natural  
History and Local 1559, District Council 37, American Federation of State,  
County and Municipal Employees for the period January 1, 2022, through  
December 31, 2025**

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Agreement entered into this 1<sup>st</sup> day of January 2022 by and between American Museum of Natural History, organized under the laws of the State of New York, hereinafter called the "Employer" or "Museum", and Local 1559, and District Council 37, of The American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union" for the four (4) year period from January 1, 2022 through December 31, 2025. All terms and conditions of this collective bargaining agreement shall go into effect on the date of ratification, May 25, 2023, except where otherwise noted.

## **Article 1 – Definitions**

Section 1 - For the purpose of this Agreement, the term "Employee" is used herein to designate any person now or hereafter employed by the Museum on a per annum basis in the titles listed below. The term "Employee" shall not include a person employed on a temporary basis or compensated on a per hour basis.

### UNIT A (Numbers 1 and 2 below refer to Article 5, Work Schedules and Overtime)

- 2 Preparator
- 2 Senior Preparator
- 1 Senior Preparator Level II
- 2 Principal Preparator
- Senior Principal Preparator
- Senior Principal Preparator Level II
- 2 Artist
- 2 Senior Artist
- Senior Artist Level II
- 2 Principal Artist
- Senior Principal Artist
- Senior Principal Artist II
- 2 Museum Instructor
- 2 Senior Museum Instructor
- Senior Museum Instructor Level II
- 2 Supervising Museum Instructor
- 2 Museum Specialist (formerly Scientific Assistant)
- Museum Specialist Level II (formerly Scientific Assistant II)
- 2 Senior Museum Specialist (formerly Senior Scientific)
- Senior Museum Specialist Level II (formerly Senior Scientific Assistant II)
- Senior Museum Specialist Level III (formerly Senior Scientific Assistant III)
- 1 Assistant Editor
- 1 Assistant Editor Level II
- 1 Associate Editor
- 1 Senior Editor
- 1 Senior Editor Level II
- 1 Copy Editor

### UNIT B

Photographer  
Senior Photographer  
Museum Technician  
Senior Museum Technician  
Senior Museum Technician Level II

UNIT C

Clerk  
Account Clerk  
Senior Clerk  
Supervising Clerk  
Senior Supervising Clerk  
Administrative Assistant  
Sales Assistant  
Senior Sales Assistant  
Editorial Assistant

UNIT D

Assistant Museum Maintainer  
Museum Maintainer  
Museum Maintainer Level II  
Museum Maintainer/HVAC Technician I & II  
Lead Maintainer  
Motor Vehicle Operator

## **Article 2 - Recognition**

Section 1 - The Museum recognizes the Union during the term of this Agreement as the representative of all Employees in titles listed in Article 1.

Section 2 - The Museum agrees that during the term of this Agreement it will not recognize any other Union as the representative of the Employees unless required to do so by law.

Section 3 - The Museum shall not interfere with the right of any Employee to become a member of the Union. The Museum shall not discriminate against, interfere with, or coerce any Employee because of his or her membership in the Union.

Section 4 - Neither the Union nor its members shall intimidate, interfere with, or coerce any person employed by the Museum in any capacity. No business, including among other things collection of penalties or assessments, solicitation of members or drives for membership, shall be carried on during working hours, nor shall any Union meeting be held on the premises of the Museum without prior permission by the Museum authorities in each instance.

Section 5 - The Museum recognizes the Union as the exclusive bargaining agent for employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and conditions of employment.

Section 6 - Nothing herein shall be construed to preclude or restrict the right of each Employee covered by this Agreement to consult directly with the Museum, or the right of the Museum to consult directly with any such person, on any matter relating to the terms and conditions of employment or otherwise, except that as to matters which are specifically covered in this contract, the Museum shall negotiate only with the Union.

Section 7 - The Museum and the Union recognize that communication between them during the term of the Agreement is beneficial to good relations. To that end, the parties may during the term of this Agreement meet from time to time to discuss matters of mutual interest. These meetings shall not be a continuation of collective bargaining.

### **Article 3 - Union Security**

All Employees covered by this Agreement, who are now or who hereafter become members of the Union in good standing, shall, as a condition of employment, maintain the Union membership in good standing during the term of this Agreement. All employees not now members of the Union, in good standing, and all new Employees who are hereafter hired, as a condition of employment, shall become members of the Union in good standing on the ninety-first day of their employment.

The Employer shall deduct from the wages and turn over to the Union the regular Union dues of members who have authorized such deduction in writing, in a form acceptable to the Employer.

The Employer will send to the President of the Local a copy of the monthly transmittal to the District Council 37 Cultural Institutions Health and Security Plan Trust, showing the name, title, Union Local, the amount deducted when the funds are transmitted to the Union, and date of employment of new Employees added, and terminated employees deleted from welfare funds coverage.



#### **Article 4 – Management Function and Prerogatives**

Section 1 - The Employer shall have the sole right to direct and control any and all operations of the Museum and all persons employed by it, including the exclusive right to hire, transfer, promote, demote, suspend or discharge, any such person for any cause which in the judgment of the Employer may affect the efficiency of the Museum's operations, and the Employer's decision in such matters shall not be subject to contest or review by the Union or any member thereof except under the Grievance Procedure set forth in Article 14 of this Agreement.

Section 2 - The Employer may continue in effect and may from time to time amend or issue new, such rules and regulations as may be deemed necessary and proper for the conduct of Museum operations, provided that the same are not contrary to any of the express provisions of this Agreement.

## **Article 5 – Work Schedule and Overtime**

### **Section 1 -**

a. Thirty-five (35) hours of work, as scheduled by the Museum, completed within any five (5) calendar days in a calendar week, shall constitute the normal work week for all Employees listed in Article 1, Units A, B, and C.

b. Forty (40) hours of work, as scheduled by the Museum, completed within any five (5) calendar days in a calendar week, shall constitute the normal work week for all Employees listed in Article 1, Unit D.

### **Section 2 -**

a. Overtime shall be paid for all work performed by employees in Units A-2, B, C, and D in excess of their regularly scheduled hours of work at one and one half (1 ½) time the hourly rate. Overtime for hours worked on Thanksgiving Day or Christmas Day shall be paid at two (2) times the hourly rate.

b. The hourly rate for purposes of overtime payment for Employees in Units A-2, B, and C shall be computed at one seventieth (1/70) of the bi-weekly salary.

c. The hourly rate for purposes of overtime payment for Employees in Unit D shall be computed at one eightieth (1/80) of the bi-weekly salary.

d. The unit of time for computing overtime shall be one quarter (1/4) hour.

e. Effective January 1, 2000, all Employees required to work two (2) or more hours overtime prior to, or beyond their regularly scheduled work day shall receive an additional \$10.75 for supper money.

**Section 3 -** All work performed by Employees in titles listed under Article 1, Unit A-1, in excess of their regularly scheduled hours of work, shall be compensated at 1 ½ times the hourly rate in their regularly scheduled paycheck or 1 times their hourly rate as compensatory time for hours worked between 35 and 40 in a work week. The election must be made at the time of work and recorded on the timesheet transmitted to Payroll. All hours over 40 in a work week shall be compensated in accordance with the Fair Labor Standards Act (FLSA).

Compensatory time will be accrued for use at mutually agreed dates between the Museum and the Employee. Employees may elect to be paid for any and all compensatory time accruals in cash at any time, by notifying Payroll five (5) workdays before any regularly scheduled payroll

date. Cash payments will be made at 1 ½ times the hourly rate and will be paid at the next available pay date.

Section 4 - Any Employee who has been scheduled to work overtime and who is notified of the cancellation of such scheduled overtime not earlier than the day such overtime was scheduled to be worked shall be guaranteed one (1) hour of overtime pay without being required to work one (1) hour.

Section 5 - Recall Pay - If an employee is recalled to work when he or she has already left for the day, he or she will be guaranteed a minimum of four (4) hours pay, effective November 8<sup>th</sup>, 2006. If an employee is recalled to work on a scheduled day off or on a holiday, he or she will be guaranteed a minimum of four (4) hours (in the case of 35 hours/week workers) or five (5) hours pay (in the case of 40 hours/week worker).

Section 6 - Museum sponsored field trips for collecting and other purposes shall be regarded as a regular activity of the Museum. All time spent on such activities beyond the regular work day or regular work week shall not be compensable. The parties to this Agreement recognize that in connection with such activities that when invited by Management it shall be voluntary on the part of the Employee whether they will go on such field trips. Finally, upon return from Museum sponsored field trips for collecting and other purposes, employees covered by this agreement will be afforded at least one day of rest to recover from said trip. This will be a paid day off, and may be more than one day, depending on the length of the trip and the conditions while offsite. The specific amount of time is to be determined by the employee's supervisor.

Section 7 - Museum sponsored teaching outside of the normal work day and/or outside of the normal work week shall be regarded as a regular activity at the Museum. All time spent on such activities beyond the regular work day or regular work week shall not be compensable as overtime but shall be compensated for a per session basis as authorized by the Museum. The parties to this Agreement recognize it shall be voluntary on the part of the Employee whether they will participate.

Section 8 - Employees scheduled to work on Saturdays or Sundays during any calendar week (Sunday to Saturday) when they are serving on jury duty will have their regular day/days off changed to the Saturdays or Sundays occurring during that calendar week. Employees scheduled to work evening shifts (4 p.m. - midnight or midnight - 8 a.m.) will be off on any day that they serve on jury duty.

Section 9 - Each Sales Assistant working a regular schedule that does not include at least one regular weekend day off (a Saturday or Sunday Regular Day Off, or “RDO”) shall be offered a regular work schedule that includes either Friday/Saturday RDOs or Sunday/Monday RDOs. Previous wage adjustments for weekend schedule will not be altered by this change in RDO. The choice of RDO schedule for the employees affected by this change shall be based on seniority.

Section 10 - Beginning within three (3) pay periods following the ratification of the CBA which ended on 12/31/21, the Museum Specialist Occupational Group began using the desk top interface provided by e-Time, rather than the biometric system currently in use to track and record their hours worked and time-off.

Section 11 - Flex Time: Employees listed in Unit A and Unit B titles of Article 1 shall be permitted to flex their work schedules. Flex time work schedules require supervisor approval.

Section 12 – The Museum and Union agree to meet, resolve and implement a mutually agreeable overtime wheel(s) for the HVAC Shop. The agreement is included in the Appendix.

## **Article 6 - Pension**

**Section 1** - Each Employee covered by this Agreement shall be enrolled in the Cultural Institutions Retirement System (CIRS), provided he or she is eligible for membership in the Cultural Institutions Retirement System. Employees shall be covered for past, present, and future service.

**Section 2** - Employees shall contribute to the Cultural Institutions Retirement System, through Museum payroll deductions, the amounts required of Employees under the Rules and Regulations of that plan as amended from time to time. The Museum shall contribute to the Cultural Institutions Retirement System, on behalf of eligible Employees, the amounts required under the plan as amended.

**Section 3** - Group Life Insurance benefits provided for Employees covered by this Agreement shall be the same as those provided under the Cultural Institutions Retirement System Group Insurance Plan as amended from time to time.

### **Section 4**

- a. Employees who were covered by the Museum's Group Life Insurance Plan on February 24, 1971 and who elected to continue coverage shall continue to be covered. Coverage is limited by an Employee's salary on February 24, 1971 and/or \$15,000, whichever is less.
- b. Employees who elected to continue eligibility for post-retirement life insurance shall be required to authorize a payroll deduction of one percent (1%) of the amount of such post retirement life insurance for each year beginning July 1, 1971, to be deducted in equal amounts from each pension check, or paid directly as required by the Employer for each retiree for as long as the Employee and/or retiree wishes to continue such eligibility. Any eligible Employee who has elected to continue eligibility for post-retirement life insurance may elect to discontinue such eligibility by giving thirty (30) days written notice to the Payroll Office of the Employer. Participation once discontinued by such action on the part of an Employee may not be resumed.
- c. Employees who did not exercise their option to continue post retirement life insurance have forfeited the option.

d. Employees who are separated from Museum employment voluntarily or involuntarily prior to retirement shall not be allowed to continue in the plan for post-retirement life insurance coverage and shall not be entitled to any refund of any amounts deducted from their paychecks for such coverage.

e. In the event that the Cultural Institutions Retirement System group insurance plan adds a post retirement life insurance benefit, the amount of such post retirement life insurance benefit added to that plan shall be deducted from the amount of post retirement life insurance benefit for which each Museum Employee is to be covered, and the contribution from the date of change of such coverage shall be reduced accordingly.

## **Article 7 - Holidays**

**Section 1** - The following shall be paid holidays irrespective of the day of the week on which they occur:

New Year's Day	Independence Day	Veterans Day
Martin Luther King Jr. Day*	Labor Day	Thanksgiving Day
Lincoln's Birthday	For the Observance of	Christmas Day
Presidents' Day*	Columbus Day or	
Memorial Day	Indigenous People's Day*	
Juneteenth Day	Election Day	

\*day of observance in accordance with Federal Law

### **Section 2** -

- a. If the regular day off of any Employee shall fall on such holiday and they are not required to work on such day, they shall receive an additional day off with pay at a time to be designated by the Employer.
- b. If the regular day off of any Employee shall fall on any such holiday and they are required to work on such day they shall receive an additional day off with pay at a time to be designated by the Employer and in addition shall receive the overtime compensation provided in Article 5, Section 2.
- c. Overtime shall be paid for all work performed by all Employees eligible for cash overtime payments on holidays listed in Section 1.
- d. Employees scheduled to work on a holiday will be paid at time and one half for hours worked in addition to straight time for their regular shift (seven or eight hours), except for Christmas and Thanksgiving, where employees scheduled to work will receive double time for time worked in addition to straight time for their regular shift (seven or eight hours).
- e. If an employee works on the actual holiday and not the observed holiday (Christmas, New Year's, or Independence Day), the Museum will compensate the employee consistent with the holiday pay practice listed above in Section d.
- f. If an employee works on both the actual and observed holiday, the Museum will compensate the employee consistent with the holiday pay practice for one of the

days as described in Section d above, but not for both days. The day where more hours were worked is to be selected as the holiday.

Section 3 – No holiday credit shall be allowed to any Employee absent for any reason other than annual leave or regular day off.



## **Article 8 – Annual Leave**

**Section 1** - A combined vacation, personal, business and religious holiday leave allowance, known as "annual leave allowance", shall be granted with full pay on the following basis:

**Section 2** - For the period from 1/1/92 through 6/30/92 for Employees covered by the agreement annual leave shall be described in Article 8 in the contract between the parties which cover the period from 1/1/89 through 12/31/91.

**Section 3** - Effective 7/1/92 annual leave shall be earned as follows:

<b>Years in Service</b>	<b>*Monthly Accrual</b>	<b>Annual Leave Allowance</b>
During 1 <sup>st</sup> through 4 <sup>th</sup> years of service	1 ¼ days per month	15 work days (3 weeks)
During 5 <sup>th</sup> through 7 <sup>th</sup> years of service	1 ⅔ days per month	20 work days (4 weeks)
During 8 <sup>th</sup> through 14 <sup>th</sup> years of service	2 days per month plus one addition at the end of the vacation year	25 work days (5 weeks)
During 15 <sup>th</sup> and subsequent years of service	2 ¼ day per month	27 work days (5 weeks & 2 days)

<b>Years of Service</b>	<b>35 Hrs - Accrual Per PP</b>	<b>35 Hrs Annual Accrual</b>	<b>40 Hrs - Accrual Per PP</b>	<b>40 Hrs Annual Accrual</b>
During 1 <sup>st</sup> through 4 <sup>th</sup> years of service	4.05	105	4.62	120
During 5 <sup>th</sup> through 7 <sup>th</sup> years of service	5.40	140	6.17	160
During 8 <sup>th</sup> through 14 <sup>th</sup> years of service	6.73	175	7.70	200
During 15 <sup>th</sup> and subsequent years of service	7.28	189	8.32	216

Effective August 5, 2014, the annual leave allowance for Employees hired on or after August 5, 2014 shall be earned as follows:

<b>Years in Service</b>	<b>*Monthly Accrual</b>	<b>Annual Leave Allowance</b>
At the beginning of Employee's 1 <sup>st</sup> year	1.25 days per month	15 work days
At the beginning of Employee's 5 <sup>th</sup> year	1.33 days per month	16 work days

<b>Years in Service</b>	<b>*Monthly Accrual</b>	<b>Annual Leave Allowance</b>
At the beginning of Employee's 6 <sup>th</sup> year	1.42 days per month	17 work days
At the beginning of Employee's 7 <sup>th</sup> year	1.50 days per month	18 work days
At the beginning of Employee's 8 <sup>th</sup> year	1.58 days per month	19 work days
At the beginning of Employee's 9 <sup>th</sup> year	1.67 days per month	20 work days
At the beginning of Employee's 10 <sup>th</sup> year	1.75 days per month	21 work days
At the beginning of Employee's 11 <sup>th</sup> year	1.83 days per month	22 work days
At the beginning of Employee's 12 <sup>th</sup> year	1.92 days per month	23 work days
At the beginning of Employee's 13 <sup>th</sup> year	2.00 days per month	24 work days
At the beginning of Employee's 14 <sup>th</sup> year and through 16 <sup>th</sup> year	2.08 days per month	25 work days
At the beginning of Employee's 17 <sup>th</sup> year	2.25 days per month	27 work days

<b>Years of Service</b>	<b>35 Hrs – Accrual Per PP</b>	<b>35 Hrs Annual Accrual</b>	<b>40 Hrs – Accrual Per PP</b>	<b>40 Hrs Annual Accrual</b>
At the beginning of Employee's 1 <sup>st</sup> year	4.05	105	4.62	120
At the beginning of Employee's 5 <sup>th</sup> year	4.32	112	4.93	128
At the beginning of Employee's 6 <sup>th</sup> year	4.58	119	5.23	136
At the beginning of Employee's 7 <sup>th</sup> year	4.85	126	5.55	144
At the beginning of Employee's 8 <sup>th</sup> year	5.12	133	5.85	152
At the beginning of Employee's 9 <sup>th</sup> year	5.40	140	6.17	160
At the beginning of Employee's 10 <sup>th</sup> year	5.67	147	6.47	168
At the beginning of Employee's 11 <sup>th</sup> year	5.93	154	6.78	176
At the beginning of Employee's 12 <sup>th</sup> year	6.20	161	7.08	184
At the beginning of Employee's 13 <sup>th</sup> year	6.47	168	7.40	192
At the beginning of Employee's 14 <sup>th</sup> year and through 16 <sup>th</sup> year	6.73	175	7.70	200
At the beginning of Employee's 17 <sup>th</sup> year	7.28	189	8.32	216

\* The Museum has for some time accrued annual leave credits in hours and fractional hours earned each payroll period and shows the balance after adding the accrual hours and

deducting hours taken on the employee paycheck stub each pay period. The total hours accrued in a full year equals the annual leave allowance to which employees are entitled in accordance with their category.

Section 4 - While on annual leave with pay or sick leave with pay, an Employee shall continue to earn annual leave credits in accordance with the "Monthly Accrual" in the foregoing table.

Section 5 - Annual leave credit shall be based on a "vacation year" that ends on the date the final paycheck is issued in June of each fiscal year. The dates will be announced annually by the Payroll and Benefits office. All annual leave allowances in excess of twice the annual leave allowance standing to an employee's credit on the ending date of the vacation year shall lapse and not be carried over to the next succeeding year, unless the failure to use such annual leave credit is due to the action of the Employer in requiring the Employee to be on duty during the vacation year.

Section 6 - The maximum amount permitted to be carried over to the following vacation year shall be limited to two (2) years annual leave allowance. All other annual leave balances remaining at the end of the vacation year shall be transferred to sick leave credit. So long as those additions to sick leave would not exceed the maximum sick leave balance permitted.

Section 7 - In preparing vacation schedules, Employees with the longest service within each department shall have primary consideration for their choice of vacation time.

Section 8 - Upon resignation, retirement, or severance without cause, an Employee shall receive payment for his/her unused accumulated annual leave. Employees discharged for cause shall also receive payment for unused accumulated annual leave unless the cause is theft of funds, collections, goods or services, damage to persons or property or other matters for which the Museum could seek recovery, in which cases the Museum shall have the right to withhold payment for unused accumulated annual leave.

Section 9 - No annual leave credit shall be earned by an Employee while on leave without pay.

Section 10 - Where fractional days are involved in pro-rating leave, the leave will be for the nearest number of whole days for which the employee is entitled.

Section 11 - Employees desiring to use three (3) or fewer than three consecutive days of their annual leave allowance may request permission of their Authorized Supervisors to do so. Authorized Supervisors shall have the sole right to determine whether such requests shall be approved and shall notify Employees of their decision within twenty-four (24) hours' notice of an Employee's desire to use such leave.

- a. Decisions on requests for annual leave of four (4) or more days shall be made within seven (7) working days of the submission of the request, except for requests which cannot be approved at the local level or requests for leave during the summer peak vacation period or other such periods for which the Employer has established and promulgated a schedule for submission and decision of leave requests. Each department shall notify employees at the beginning of each vacation year described in Section 5 what the peak vacation periods are for that department. Once a leave request has been approved, the approval may not be rescinded except in writing by the person overseeing Operations.
- b. In order to allow employees to make advanced plans, decisions on requests for annual leave in the amount of four (4) or more consecutive days off during a designated peak vacation period shall be made not less than thirty (30) day prior to the scheduled commencement of said vacation period. Such requests must be made no later than forty-five (45) days prior to the commencement of the peak vacation period or by the designated submission date for such requests, whichever is earlier.

Section 12 - Employees who have completed the first six (6) months of their probationary periods may be permitted to take approved annual leave as it accrues.

## **Article 9 – Sick Leave Allowance**

**Section 1** - For Employees hired prior to August 5, 2014, sick leave allowance of one (1) day per month of service shall be credited to eligible Employees. New Employees shall receive an initial sick leave credit of 5 work days. Additional credits shall commence to accrue at the rate of one (1) day per month of service after 5 months of service.

Employees hired on or after August 5, 2014: Sick leave allowance of 10 days per year for the first five (5) years of employment, and one (1) day per month thereafter, shall be credited to eligible Employees. New Employees shall receive an initial sick leave credit of 5 work days. Additional credits shall commence to accrue at the rate of one (1) day per month of service after 6 months of service.

Accrued sick leave may be used by Employees (regardless of hire date) for absence from work due to mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventive medical care (including annual physical or dental examinations). In addition, in accordance with law, Employees may use up to 56 hours of accrued sick leave per sick leave year to care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or who needs preventive medical care or to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

For purposes of this section, “family member” includes a child (including a legal ward or a child of an Employee standing *in loco parentis*), spouse, domestic partner (including same-gender domestic partners), or parent (including a legal guardian of an Employee or a person who stood *in loco parentis* when the Employee was a minor child). “Family member” also includes the child or parent of an Employee’s spouse or domestic partner. “Family member” further includes an Employee’s grandchild, grandparent, or sibling, or a spouse’s or domestic partner’s grandchild. These definitions include biological, foster, adoptive, or step relations.

**Section 2** - Effective July 1, 1992 the maximum amount of sick leave balance that may be accumulated by employees covered by this agreement (except those who had balances of one hundred twenty-five (125) or more sick leave days on 7/1/92) will be two hundred forty days (240).

For employees covered by this agreement who had balances of one hundred twenty-five (125) or more days of sick leave credit on 7/1/92 the number of sick leave allowance days permitted to be accumulated shall be unlimited.

Section 3 - Where an Employee is hospitalized while on annual leave, the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where an employee is seriously disabled but not hospitalized while on annual leave, and the Employee notified his Authorized Supervisor of such serious disability and provides evidence satisfactory to the Authorized Supervisor from a physician, the Administration shall approve charging the period of such a disability to sick leave rather than to annual leave provided that notice is given to the Authorized Supervisor on the date of such disability or as soon as reasonably possible and provided that the Employee has the necessary sick leave credits.

Section 4 - Employees who have exhausted all earned sick leave due to personal illness shall, when eligible, receive disability benefits paid through the District Council 37 Cultural Institutions Health and Security Plan Trust. Employees receiving such disability benefits shall be required to charge any available leave balances on a pro-rata basis so that they can receive salary payments in an amount which when added to the amount payable as disability benefits will equal their regular pay for the time absent. These payments shall continue during the period of absence due to disability until all leave balances are exhausted. Employees who have exhausted all earned sick leave, compensatory and annual leave due to disability may, at the discretion of the employer, be granted unearned sick leave, chargeable against future sick leave.

When all salary payments have ceased due to the exhaustion of leave balances there will be a six-week period during which the employee will receive only disability benefits for which he or she may be eligible. Following the six-week period the position of any employee who shall be unable to resume his or her duties may, at the option of the Museum, be declared vacant.

Section 5 - No provision herein shall be construed either to increase or decrease the sick leave accumulated for any Employee as of the effective date of this Agreement.

Section 6 - Nothing herein shall be deemed to affect the right of the Museum, at its option, to grant a premature retirement for disability.

Section 7 - Employees who have taken sick leave and been absent for more than three consecutive workdays must, if requested and upon their return to work, provide documentation signed by a licensed health care provider (including a doctor, nurse, or emergency room personnel) indicating the need for the amount of sick time taken. Such documentation need not specify the nature of the Employee's or the Employee's family member's injury, illness, or condition except as may be required by law. Employee shall have up to seven days after his/her return to work to provide the requested documentation to the Human Resources Department.

Section 8 - Upon resignation, retirement, or severance, an Employee (whether they are then on sick leave or not) shall not be entitled to any further sick leave benefits or to any payment on account of unused sick leave, except as provided in Article 16.

Section 9 - If an Employee who has been laid off is reinstated to a permanent position, any unused sick leave balance at the time of his/her layoff shall be restored to his/her credit.

Section 10 - Time chargeable to sick leave allowance shall be computed to the nearest quarter hour. Except that Employees who report themselves ill at the beginning of their work day must absent themselves for not less than one-half ( $\frac{1}{2}$ ) day.

Section 11 - The Museum strongly encourages Employees to schedule physician and dentist visits outside normal working hours where possible.

## **Article 10 – Confinement and Child Care Leave of Absence**

**Section 1** - A combined confinement and child care leave of absence without pay for a period of up to eighteen (18) months shall be granted to an employee (male or female) who becomes the parent of a child up to three (3) months of age, either by birth or by adoption.

**Section 2** - Prior to the commencement of confinement and child care leave without pay, an employee shall be continued in pay status for a period of time equal to all of the employee's unused accrued annual leave, compensatory time, and/or time due. Such time in pay status shall not be included in the confinement and child care leave without pay.

**Section 3** - Employees who take leaves of absence under Section 1 above, must return to work on the scheduled date whether the leave is for the full eighteen month (18) period or for a lesser period.

**Section 4** - Sixty (60) days prior to the scheduled date of return the Employee may request an extension for a period of up to six (6) months. The Museum, in its sole discretion, may approve or disapprove such extensions.

**Section 5** - Employees returning from approved confinement and child care leaves must return to full time employment unless their employment prior to the leave was less than full time, in which case they must return to a schedule of no less hours than those for which they were previously employed.

**Section 6** - Employees while on confinement and child care leaves must not seek or accept employment on a schedule which is the same or similar to the schedule of hours for which they were employed prior to the commencement of the leave.



**Article 11 – Absence Due to Injury Incurred in the Performance of Official Duties**

Section 1 - The Museum shall provide leave with pay to an Employee physically disabled out of and in the course of his/her employment, in accordance with Section 7.2a of the Leave Regulations for Career and Salary Plan Employees of the City of New York.

Section 2 - The Museum shall provide leave with pay to an Employee physically disabled because of an injury arising out of and in the course of his/her employment, through no fault of his/her own, as provided in Section 7.2b of such Leave Regulations.

## **Article 12 – Authorized Absences with Pay**

**Section 1** - An Employee shall be granted leave with pay in the following cases, upon the submission of evidence satisfactory to the Employer:

- a. When there is a death in the immediate family of the Employee, but not to exceed five (5) work days. The term "immediate family" means spouse, parent, child, brother, sister, father-in-law, mother-in-law, domestic partner, or any relative in the Employee's household. Effective January 1, 2000, grandchildren of a member are included. Effective November 8<sup>th</sup>, 2006 grandparents of the employee are included.
- b. For jury duty provided all jury fees are refunded to the Employer. Reimbursement for travel expenses and/or travel allowances shall not be considered jury fees for the purposes of this article
- c. For attendance in court under a subpoena or court order. Such leave will be granted with pay, when the case does not directly involve the employee, or a relative, or a business associate of the employee and is not related to any other employment.
- d. To comply with a Health Department regulation with respect to quarantine of his/her household.
- e. To attend any negotiations or conferences with the Employer or with the Employer and any governmental agency as Employee representative duly designated by the Union, provided however, that for the protection and safety of the Employer's collections the total number of such representatives shall not exceed four (4) in number where such negotiations or conferences are held within the Museum, or one (1) in number if held outside the Museum.
- f. To attend grievance step meetings (informal and formal), other than arbitration as grievant, witness, or union representative.

**Section 2** - Employees who are officers of the union or delegates duly selected by the union, not exceeding two (2) in number, shall be entitled to leave with pay to attend Union International Conventions, District Council Conferences, and/or District Council 37 Cultural Health &

Security Trust, provided that the total aggregate number of such leaves in any one-year period for any one employee shall not exceed five (5) work days.

### **Article 13 – Leave of Absence Without Pay**

Section 1 - Military Leaves and other leaves of absence required by law shall be granted without pay.

Section 2 - Leaves of absence without pay not hereinbefore mentioned may be granted only in exceptional circumstances at the discretion of the Employer and after written approval therefore from the Director or his representative.

Section 3 - No absences under this Article 13 may be taken by an Employee except after two weeks written notice to his/her Department Head, unless under Section 1, hereof, such notice was impossible.

Section 4 - An Employee may not accumulate sick leave or annual leave credits while on absence without pay.

Section 5 - The Museum will comply with the Family and Medical Leave Act (“FMLA”). Under the FMLA, an Employee may take up to 12 weeks of unpaid leave, subject to certain restrictions, within a one-year period while maintaining the Employee’s health benefits. The Museum allows Employees to use their accrued annual and/or sick leave (if they themselves are sick) during this period, or up to 56 hours of accrued sick leave to care for an ill member of their family as defined in this agreement.

## **Article 14 – Grievance and Arbitration Procedures**

### **Section 1 – Grievance other than Discharge Grievances**

A grievance by an employee, except any grievance brought in connection with the employee's discharge from employment for cause, or discharge during the employee's probationary period shall be adjusted in the following manner:

**Step 1** Within twenty (20) work days of the date of the cause of the grievance, the Employee shall present the matter to the Employee's Authorized Supervisor, who shall attempt to settle it.

**Step 2** The grievance shall be deemed to have been satisfactorily disposed of under Step 1 unless within five (5) work days from the date of the decision of the Employee's Authorized Supervisor or within ten (10) work days after the grievance was submitted to such Supervisor (whichever time period shall first expire) the Employee presents a written statement of the grievance to the Director of Human Resources with a request for a hearing before the Grievance Committee (which shall be a standing committee of several staff-level employees, three of whom shall sit to hear any particular grievance) for settlement of the matter. Within five (5) work days from the receipt of such written statement, a hearing shall be held before the Grievance Committee. The Employee shall attend the hearing and the Grievance Committee shall render a decision on the matter with three (3) work days after the hearing.

**Step 3** The grievance shall be deemed to have been satisfactorily disposed of under Step 2 unless within five (5) work days after receiving the determination of the Grievance Committee under Step 2, the Employee presents an appeal in writing to the person overseeing Operations or his/her designee. Within five (5) work days from the receipt of such written appeal and after reviewing the determination of the Grievance Committee, the person Operations may at his/her discretion conduct a further hearing, and shall render his/her decision as soon as possible thereafter, but not more than twenty 20 days, from the date the appeal was received. The person overseeing

Operations' decision shall be final and not subject to appeal or review, except in cases set forth in Step 4 herein.

Step 4 Any written disciplinary notice or suspension of an Employee with nine or more months of service or any grievance pursuant to Article 15 (Job Descriptions and Assignments of Duties) may be submitted by the Union for a binding decision by arbitration to the American Arbitration Association in accordance with the Association's rules for impartial binding arbitration within ten (10) working days of the receipt of the Step 3 decision, or thirty (30) days from the date of the appeal to the person overseeing Operations under Step 3. At the same time, a copy of the notice requesting impartial arbitration shall be forwarded to the Director of Human Resources. The cost and fees of such arbitration, including the costs of a stenographer, if any, shall be borne equally by the Union and the Museum. The decision or award of the Arbitrator shall be final and binding in accordance with applicable law and shall not add to, subtract from, or modify the terms of any contract, rule, or regulation or existing policy of the Museum. The decision of the arbitrator shall be enforceable in accordance with the laws of the State of New York. The resolution of any arbitration and the resulting arbitration awards shall not in any manner diminish the Museum's right of management as hereinabove described, but shall provide only for such relief as may be found equitable for the grievant.

## Section 2 - INDEFINITE SUSPENSION GRIEVANCES

A grievance by an Employee, in connection with the Employee's indefinite suspension shall be adjusted in the following manner:

Step 1 When an Employee is suspended indefinitely, the Employer shall within 48 hours of the time of the indefinite suspension, either resolve the indefinite suspension by reinstating the Employee, or invoking a definite disciplinary action, or hold a hearing before the Museum Grievance Committee at which the Employee may grieve the indefinite suspension. The Employee shall attend the hearing. The Grievance Committee shall render a decision on the matter within twenty-four (24) hours after

the time of the hearing. The decision of the Grievance Committee shall be final and not subject to appeal or review, except in cases set forth in Section 2, Step 2, herein.

Step 2 Any indefinite suspension of an Employee may be submitted by the Union for a binding decision by arbitration to the American Arbitration Association in accordance with the Association's rules for impartial binding arbitration within ten (10) working days of the receipt of the Step 1 decision. At the same time, a copy of the notice requesting impartial arbitration shall be forwarded to the Senior Vice President of Human Resources. The cost and fees of such arbitration, including the cost of a court stenographer, if any, shall be borne equally by the Union and the Museum. The decision or award of the Arbitrator shall be final and binding in accordance with applicable law and shall not add to, subtract from, or modify the items of any contract, rules or regulations or existing policies of the Museum. The decision of the Arbitrator shall be enforceable in accordance with the laws of the State of New York. The resolution of any arbitration, and the resulting arbitration awards, shall not in any manner diminish the Museum's right of Management as hereinabove described, but shall provide only for such relief as may be found equitable for the grievant.

### Section 3 - DISCHARGE GRIEVANCES

A grievance by an Employee against the Employer in connection with the Employee's discharge from employment for cause, except any grievance in connection with an Employee's discharge during the Employee's probationary period, shall be adjusted in the following manner:

Step 1 Any Employee discharged for cause shall at the time of discharge be informed of a date for a grievance hearing to be held within 48 hours of the date of such discharge. The grievance shall be heard by the Grievance Committee (which shall be a standing committee of several staff level employees, three of whom shall sit to hear any particular grievance) for settlement of the matter. The Employee shall attend the hearing. The Grievance Committee shall render a decision on the matter within twenty-four (24) hours after the day of the hearing. The decision of the Grievance

Committee shall be final and not subject to appeal or review, except in cases set forth in Step 2.

Step 2 Any discharge of an Employee, except discharge during an Employee's probationary period, may be submitted by the Union for a binding decision by arbitration to the American Arbitration Association in accordance with the Association's rules for impartial binding arbitration within ten (10) working days of the receipt of the Step 1 decision. At the same time, a copy of the notice requesting impartial arbitration shall be forwarded to the Senior Vice President of Human Resources. The costs and fees of such arbitration, including the cost of a stenographer, if any, shall be borne equally by the Union and the Museum.

The decision or award of the arbitrator shall be final and binding in accordance with applicable law and shall not add to, subtract from, or modify the terms of any contract, rules or regulations or existing policy of the Museum. The decision of the Arbitrator shall be enforceable in accordance with the laws of the State of New York. The resolution of any arbitration, and the resulting arbitration awards, shall not in any manner diminish the Museum's right of Management as hereinabove described, but shall provide only for such relief as may be found equitable for the grievant.

Section 4 - The following infractions are some of the infractions that shall be sufficient cause for discharge. In considering any appeal from discharge for the infractions listed below, the parties agree that the arbitrator shall limit his/her decision solely to the question of whether the charged Employee is guilty of the alleged infraction.

1. Intoxicated, or drinking alcoholic beverages on the Museum premises.
2. Theft on the Museum premises.
3. Committing an assault on the Museum premises.
4. Immoral or indecent behavior on the Museum premises.
5. Any illegal act performed on the Museum premises.



6. Possession of an unauthorized firearm on the Museum premises.

Section 5 - At any hearing before the Employee's Authorized Supervisor, the Grievance Committee, the person overseeing Operations or any Step of the Grievance Procedure at which the Employee appears, they may appear with a representative of his/her own choosing who need not be employed by the Employer.

Section 6 - Saturdays, Sundays, holidays recognized by the Employer and any days on which the Museum shall not be opened to the public shall be excluded from the computation of "work days" as said term is used in the foregoing provisions of this article.

Section 7 - If the grievance hearing of an Employee discharged for cause is not held within 48 hours of the date of such discharge through the fault of the Employer, the grievant will be paid by the Employer at the Employee's former rate of pay for each day that elapses after the date by which the hearing should have been held, up to and including the date that the hearing is scheduled or re-scheduled. If the required grievance hearing is not held within 48 hours through the fault of the grievant and/or the Union, the grievant will not receive any payment.

In all cases the Employer and the Union will extend all possible cooperation in expeditiously scheduling required hearings.

## **Article 15 – Job Descriptions and Assignment of Duties**

Section 1 - The duties, responsibilities, and qualifications of the titles of Employees covered under this Agreement are and shall continue to be determined and defined solely by the Museum.

Section 2 - The Museum shall provide the Union with written job descriptions which shall reflect the current duties, responsibilities, and qualifications of the titles covered by this Agreement. Prior to the issuance of such written descriptions, the Museum shall meet with the Union to discuss their contents.

Section 3 - Except during temporary emergencies, or for vacation coverage, or during terminal leave periods, or for coverage of normal days off, or for training purposes, Employees shall be given assignments and duties only within the description of their titles. If an Employee believes that they are being assigned duties of higher paying responsibility, other than the exceptions outlined above, or that they are being assigned to perform lower title duties outside the duties of the series of titles in his/her occupational group as defined in Article 18, Section 2, of this Agreement, the Employee may submit a grievance in accordance with Article 14 of this Agreement. It is understood and agreed however, that the content and wording of the description itself shall not be subject to arbitration nor can they be changed by any arbitrator's award.

## **Article 16 – Terminal Leave**

Section 1 - Employees who are separated without cause, either voluntarily or involuntarily, by retirement or death, shall be given a terminal pay allowance as described in Section 2 below. Employees who are separated for cause shall receive a terminal pay allowance as described in Section 2 below, unless the cause for their termination is theft of funds, collections, goods, or services, damage to persons or property or other matters for which the Museum could seek recovery, in which cases the Museum shall have the right to withhold payment for such terminal leave.

### **Section 2 -**

- a. Terminal leave with pay shall be granted prior to final separation to Employees who have completed at least ten (10) years of service on the basis of one (1) day of terminal leave for each two (2) days of accumulated sick leave up to a maximum of one hundred and twenty (120) days of terminal leave. Such leave shall be computed on the basis of work days rather than calendar days.
- b. Any Employee who, on or before January 1, 1975 had fifteen (15) years of service may elect to receive upon retirement a terminal leave of one calendar month for every ten (10) years of service, prorated for a fractional part thereof in lieu of any other terminal leave. However, any sick leave taken by such Employees after July 1, 1974 in excess of an average annual usage of six (6) days per year shall be deducted from the number of days of terminal leave to which the Employee would otherwise be entitled at the time of retirement, if the Employee chooses to receive terminal leave under this paragraph.
- c. In a case where an Employee has exhausted all or most of his/her accrued sick leave due to a major illness, the Museum, at its discretion, may apply two and one-fifth (2-1/5) work days for each year of paid service as the basis for computing terminal leave in lieu of any other terminal leave.

### **Section 3 -**

- a. Effective July 1, 1992 employees covered by this agreement, except those who had balances of 125 days or more of sick leave on 7/1/92, shall in payment of terminal

leave not be credited for annual leave or sick leave accrued beyond the last day of active employment, nor shall there be any additional payment for holidays occurring after such date. Employees who had 125 or more sick leave days to their credit on 7/1/92 will accrue annual leave and sick leave and will be paid for holidays occurring during terminal leave in the manner in which it had been calculated prior to 7/1/92.

## **Article 17 – Seniority**

Section 1 - Length of continuous service in a given job classification shall constitute seniority except as provided in Article 27, Reduction in Work Force.

## **Article 18 – Hiring and Promotions**

**Section 1** -Newly created positions and/or vacancies to be filled in any career and salary plan titles covered by this Agreement except those positions to be filled in accordance with the Career Ladder described below, and any other positions which are not managerial, curatorial, confidential, or covered by agreements with other unions, shall be announced in accordance with the following procedure:

- a. Notice of a position to be filled shall be posted in the department where the position exists in addition to the central bulletin board for a period of ten (10) calendar days.
- b. Simultaneously, copies of the notice shall be sent to the Presidents of the two Museum locals of District Council 37, AFSCME, AFL-CIO.
- c. Any person in the employment of the Museum may apply for a vacant position through the Museum's website or if necessary, may seek help in doing so by the Human Resources Director of Talent Acquisition, or their designee, within the posting period. If, on the basis of the application, such person appears to be qualified for the position, they will be interviewed.
- d. The Union president shall be notified of new hires prior to new hire orientation.
- e. At management's discretion and with notice to the union, management may eliminate paper postings if and when there is an electronic version of the posting available via monitor, kiosk, or similar delivery method.

**Section 2** - PROMOTIONAL POSITIONS IN THE SAME OCCUPATIONAL GROUP  
All vacancies except supervisory positions, shall be filled through the internal career ladder described in Article 24 or through the posting process above. In the event that the Employer is unable to fill a vacancy via the internal career ladder set forth in Article 24 or posting procedure in Section 1 above, the following provisions shall apply:

- a. All applicants in direct line of promotion within a department shall be given first consideration in filling any promotional position within that department. Where,

in the opinion of the Museum, two or more applicants are equally qualified, departmental title seniority shall govern for promotion.

- b. In the event that no qualified Employees are found within the department, Employees in direct line of promotion in other Museum departments shall be given next consideration in the filling of any such promotional position. Where, in the opinion of the Museum, two or more applicants are equally qualified, title seniority shall govern for promotion.

### Section 3 - POSITIONS IN OTHER OCCUPATIONAL GROUPS

Except in the filling of supervisory positions, namely Supervising Museum Instructor, the following provision shall apply:

- a. In the event that no qualified Employees are found within the occupational group in which the vacant position exists, then Employees in other occupational groups shall be given next consideration. Where, in the sole opinion of the hiring Authorized Supervisor, two or more Employees are equally qualified, total Museum seniority shall govern.

### Section 4 - OCCUPATIONAL GROUPS

#### **PREPARATOR OCCUPATIONAL GROUP:**

Preparator  
Senior Preparator  
Senior Preparator Level II  
Principal Preparator  
Senior Principal Preparator  
Senior Principal Preparator Level II

#### **MUSEUM TECHNICIAN OCCUPATIONAL GROUP:**

Museum Technician  
Senior Museum Technician  
Senior Museum Technician Level II

Motor Vehicle Operator

**MUSEUM INSTRUCTOR OCCUPATIONAL GROUP:**

Museum Instructor

Senior Museum Instructor

Senior Museum Instructor Level II

Supervising Museum Instructor

**MUSEUM MAINTAINER OCCUPATIONAL GROUP:**

Assistant Museum Maintainer

Museum Maintainer

Museum Maintainer Level II

Museum Maintainer/HVAC Technician

**PHOTOGRAPHIC OCCUPATIONAL GROUP:**

Photographer

Senior Photographer

Chief Photographer

**GRAPHIC ARTS OCCUPATIONAL GROUP:**

Artist

Senior Artist

Senior Artist Level II

Principal Artist

Senior Principal Artist

Senior Principal Artist Level II

**CLERICAL ADMINISTRATIVE OCCUPATIONAL GROUP:**

Clerk

Senior Clerk

Supervising Clerk



Administrative Assistant

**EDITORIAL OCCUPATIONAL GROUP:**

Copy Editor

Assistant Editor

Assistant Editor Level II

Associate Editor

Senior Editor

Senior Editor Level II

**MUSEUM SPECIALIST OCCUPATIONAL GROUP:**

Museum Specialist

Museum Specialist Level II

Senior Museum Specialist

Senior Museum Specialist Level II

Senior Museum Specialist Level III

**SALES SHOP OCCUPATIONAL GROUP:**

Sales Assistant

Senior Sales Assistant

Section 5 - The Museum reserves the right to advertise outside of the Museum for candidates at the same time as it complies with the requirements of Section 1 of this Article.

Section 6 - An Employee promoted as a result of his/her filing an application for a posted position who, during his/her probationary period, proves unsatisfactory to the Employee's Authorized Supervisor or who decides that they do not wish to continue in the position, shall be returned to their former position, or to some comparable position. In the event that their former position has been filled by another incumbent, the Museum at its sole discretion, shall have the right to return that incumbent to their former position, or, if the individual was not formerly

employed by the Museum, to release them from employment. Such demotions or releases shall not be subject to appeal under the Grievance Procedure.

Section 7 - During written testing of employees who have filled applications for posted vacancies, the Union shall have the right to have one representative present solely as an observer. The representative selected to be an observer shall not be a candidate for the posted vacancy.

## **Article 19 – Personnel and Pay Practices**

Section 1 - All Employees shall be paid on a bi-weekly basis.

Section 2 - The Museum agrees to provide safe and sanitary working facilities for all Employees.

Section 3 - A grievance concerning the enforcement or interpretation of the Museum's Rules and Regulations may be submitted to the grievance procedure in accordance with Article 14 of this Agreement.

Section 4 - On all days other than holidays, from 6/15/95 through 8/31/95, the Museum shall release Employees on account of heat in accordance with the following procedure:

- a. Within one hour after the U.S. Weather Service recordings reach 91, but no earlier than 2:00 p.m., the Museum shall release as many Employees as possible who work in non-air conditioned areas. Remaining on duty in non-air-conditioned areas shall be only those numbers sufficient in the Employer's judgment, to allow the Museum to remain open to the public and to maintain essential services.
- b. Employees required to remain on duty, except those in air-conditioned areas shall receive time due on an hour for hour basis in the future as determined by the Employees' Authorized Supervisor.
- c. Employees starting shifts beginning after Noon shall report to work and those required to remain on duty in accordance with paragraph a) above shall earn compensatory time only for those hours during which the U.S. Weather Service recordings are 91 or higher.

d. Prior to June 15, 1979 the Museum shall procure special weather service radios for use by its Human Resources Department, Building Services Department and appropriate offices of the Union for monitoring U.S. Weather Service temperature recordings.

e. Effective January 1, 1996, the heat days provisions governing release time on heat days will be terminated. The Museum will make every effort to schedule and/or move personnel into cooler areas on extremely hot days.

Section 5 - The Museum has traditionally used, does now use, and intends to use volunteers to perform Museum work in its operations to the extent of the abilities of the various volunteers and the requirements of the Museum. The Museum does not intend, nor will it recruit volunteers for the specific purpose of replacing or displacing paid Employees.

Section 6 - Pay advances will be made to employees on the following basis:

- a. Employees who are taking annual leave of five (5) or more continuous days which include a regular pay day(s) will receive the check for that pay day(s) on the last day of work before the period of annual leave begins, provided they have sufficient annual leave balances and have secured approval for the leave from their authorized supervisor at least four weeks in advance of the first day of such leave.

Section 7 - Shoe Allowance - The Museum will provide employees in the titles/departments listed below with slip resistant footwear on June 15, 2017, Employees in the titles in the departments listed in Group 1 will receive an annual allowance of \$90 (increased to \$100 effective 5/25/2023) for the purchase of slip resistant footwear through the Museum's slip resistant footwear program. Employees in the titles in the departments listed in Group 2 will receive an annual allowance of \$120 (increased to \$132 effective 5/25/2023) for the purchase of slip resistant footwear that must include either a composite toe or steel toe through the Museum's slip resistant footwear program. Unused annual shoe allowance will not carry over from one year to the next.

Slip resistant footwear must be worn during work hours. The Museum will determine the slip resistant footwear vendor and the shoe types and styles offered. In the event an employee needs specialized footwear not provided by the Museum's vendor such exception will be allowed with documentation from a licensed medical provider.

Group 1

Title	Department
Sales Assistant	Retail
Senior Sales Assistant	Retail
Carpenter	Facilities
Painter	Facilities
Assistant Maintainer (Lamper)	Custodial
Senior Lamper	Custodial

Group 2

Title	Department
Assistant Maintainer	Facilities
General Maintainer	Facilities
Lead Maintainer	Facilities
Metal Mason	Facilities
HVAC Technician	Facilities
Senior Clerk	Mailroom
Stock Clerk	Mailroom
Supervising Clerk	Mailroom
Clerk	Retail
Senior Supervising Clerk	Custodial (Uniforms)

Section 8 - Each employee covered by this agreement shall serve a nine (9) month probationary period. Employees who prove unsatisfactory may be released by their authorized supervisors during their probationary period without recourse to the grievance and arbitration procedure.

## **Article 20 – No Strike Clause**

Section 1 - During the term of this Agreement or an extension thereof, there shall be no strike, work stoppage, slowdown, picketing, or any other activity to obstruct the operation of the Employer except that in the event of a tripartite wage negotiation with the City of New York in respect to the titles or postings covered by this Agreement, the Employees but not the Supervisory Employees in such titles shall be exempt from the prohibition of striking for as long as the strike is used for the sole purpose of effecting said wage negotiations, provided, however, the Union will, during the term of this Agreement, always provide the Employer with a sufficient number of Employees necessary for the protection of the Employer's collections while the Museum is closed to the public by reason of such a strike. There shall likewise be no lock out during the effective term of this Agreement.

## **Article 21 – Interpretation of Agreement**

Section 1 - Any controversy between the parties concerning the interpretation of this Agreement shall be submitted for arbitration to the American Arbitration Association for final and binding determination pursuant to the rules of said Association.

## **Article 22 – Supplementary Benefits**

**Section 1** - There shall be a shift differential of ten percent (10%) for all Employees covered by this Agreement for all scheduled hours of work between 6:00 p.m. and 8:00 a.m. In the event that there are changes in the payments for shift differentials resulting from city-wide bargaining, they shall apply equally to Employees covered by this Agreement.

**Section 2** - An Employee working overtime shall not receive a shift differential for such work, but shall receive overtime pay as provided for in Article 5 of this Agreement.

**Section 3** - To the extent that the City of New York makes provision for funding payments for supplemental Health and Welfare benefits, the Museum agrees to contribute such sums to the District Council 37, Cultural Institutions, Health and Security Plan Trust on behalf of the Museum Employees in any of the titles covered by this Agreement, whose salaries are reimbursed to the Museum by the City of New York, effective from the date of their employment. The Museum shall make like payments to the Trust on behalf of the Employees in titles covered by this Agreement who are paid from Museum funds.

**Section 4** - Hospital, medical/surgical benefits shall, during the life of this agreement, be those provided under the City of New York's choice of Health Plans, as amended from time to time.

**Section 5** - Employees who are separated from Museum service and who are ineligible for a pension benefit or who although eligible for a pension benefit elected to defer such pension benefit shall not receive Museum paid hospital, medical/surgical benefits unless they have completed the number of years of service indicated on the chart below at the time of their separation from employment. Those who have the required years of service will be eligible for hospital, medical/surgical benefits only when they begin to be paid pension benefits and while they remain primary beneficiaries of the pension plan.



YEARS OF SERVICE ON JANUARY 1, 1992	TOTAL ADDITIONAL YEARS OF SERVICE SUBSEQUENT TO 1/1/92 REQUIRED FOR ELIGIBILITY FOR HOSPITAL, MEDICAL, SURGICAL BENEFITS
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0	10
1	9
2	8
3	5
4	4
5	3
6	2
7	1
8-10	0

Section 6 - The Museum shall elect coverage under the regulations governing cash payment on the accidental death of Employees subject to the Career and Salary Plan as described in Personnel Order No. 26/71. With regard to Employees whose salaries are reimbursed by the City of New York, the Museum shall process the vouchers and other information required under the procedures established by the City Comptroller's Office but shall not be responsible for the payment of any claims. With regard to Employees covered by this Agreement, whose salaries are not reimbursed by the City of New York, the Museum shall secure coverage in the amount of \$25,000 from an insurance carrier for accidental death of such Employees because of an injury arising out of and in the course of their employment through no fault of their own.

Section 7 - Effective January 1, 1992, Employees authorized and required to use their own automobiles in the course of their work shall be compensated at the then current IRS standard mileage rate for reimbursement. This mileage allowance shall not include payment for the distance traveled from the Employee's home to the first work location in a given day or from the last work location to the Employee's home unless the Employee is authorized and required to carry special equipment or materials which cannot feasibly be transported via mass transit.

Section 8 - The Museum has elected coverage under the City Office of Labor Relations regulations governing continuation of coverage for retirees who have been separated from

service subsequent to January 1, 1973 and who were covered by a welfare fund at the time of such separation on the same contributory basis as incumbent Employees, pursuant in a separate agreement between the City, the Museum, and District Council 37 in accordance with the provisions of Labor Relations Order 74/48. To the extent that the City of New York makes provisions for funding payments for supplemental health and welfare benefits on behalf of such retirees, the Museum agrees to contribute such sums to the District Council 37 Cultural Institutions Health and Security Plan Trust on behalf of such retirees whose salaries were reimbursed to the Museum by the City of New York at the time of their separation from employment. The Museum shall make like payments to the trust on behalf of the retirees in titles covered by this agreement who were, prior to their separation, paid from Museum funds. Contributions shall be made only for such time as said individuals remain primary beneficiaries of the City of New York Health Insurance Program and are entitled to benefits paid for by the City of New York, or the American Museum of Natural History through such programs.

Effective January 1, 1975, the amount of post retirement life insurance available to certain current Employees and/or Employees who have retired subsequent to January 1, 1973, covered under Section 4 of Article 6 of the contract shall be reduced by an amount equal to the amount of death benefit provided under the District Council 37 Cultural Institutions Health and Security Plan Trust as amended from time to time. Such amounts shall be deducted from the amount of post retirement life insurance for which such current Employees are presently eligible and for which Employees who have retired subsequent to January 1, 1973 are presently covered and their contributions shall be reduced accordingly.

Section 9 - Payments to the District Council 37 Cultural Institutions Health and Security Plan Trust shall commence with the period beginning January 1, 1980.

Section 10 - The Museum will make available to employees covered by this agreement a Flexible Benefits Plan which will enable them to use "pre-tax dollars" rather than "after-tax

dollars" for the employee portion of premiums for medical insurance coverage, as well as for "out-of-pocket" expenses for dependent care and medical and dental costs.

Section 11 – Employees in the title of Maintainer working in the Facilities Department and employees in the title of Exhibition Preparator working in the Exhibition Department will be eligible to participate in the AMNH/Mount Sinai Occupational Health Program, or successor programs if applicable.

Section 12 – Beginning on January 1, 2024, or as soon as practicable, Union members will be enrolled in the Museum's Long Term Disability Plan consistent with the Plan rules and benefits for non-union, benefit eligible staff. The Museum will hold vacant positions for members of the union when on short term disability for a period of six months, rather than twelve months, as was the past practice, beginning on January 1, 2024.

## **Article 23 – Union Bulletin Board**

Section 1 - The Union shall have the right to display on space(s) designated for that purpose, notices of meetings and other information pertinent to Union business in mutually agreed upon areas.

Section 2 - Such notices may be posted only after they have been reviewed and approved for posting by the Human Resources Director of the Employer.

Section 3 - The Museum shall provide each member of Local 1559 with an AMNH email account and address.

Section 4 – The Museum will provide an email account for the President of Local 1559 to use and will work with the IT Division to create an email account/address: (local1559@amnh.org).

Section 5 - The Museum shall ensure the Local has reasonable use of meeting room space when available.

## Article 24 – Wages

Section 1 - The wages for Employees in titles listed in Article 1 of this Agreement shall be in accordance with Labor Relations Orders issued by the City Office of Labor Relations from time to time for those titles which are Career and Salary Plan titles and for those non-Career and Salary Plan titles which have been equated to Career and Salary Plan titles for salary purposes as shown below and in the following wage charts:

<u>Other Than Career and Salary Plan Titles</u>	<u>Equated to Career and Salary Plan Titles</u>
a. Assistant Editor	Museum Instructor for starting salary
b. Associate Editor	Increase in basic salary for Supervising Instructor plus ten percent (10%).
c. Senior Editor Copy Editor	Increase in basic salary for Principal Preparator plus ten percent (10%).
d. Editorial Assistant	Senior Clerk
e. Assistant Editor Level II Starting salary 7/1/93 Promotional increase	\$31,000.00 \$ 2,000.00
f. Senior Editor Level II Starting salary 7/1/93 Promotional increase	\$34,500.00 \$ 4,000.00
Museum Specialist	Museum Instructor
Senior Museum Specialist	Supervising Museum Instructor
Photographer	Senior Museum Technician
Senior Photographer	Museum Maintainer
Sales Assistant	Clerk - Clerical Associate Level 1(a)
Senior Sales Assistant	Senior Clerk – Clerical Associate Level III
Supervising Clerk	Supervising Clerk – Clerical Associate Level IV

Any of the titles covered by the Career Ladder denied the scheduled increases will be able to grieve such denial using the grievance provisions of the contract.

The Career Ladder schedules will not be a bar for any promotions made prior to the completion of service indicated.

Effective January 1, 2023, the Museum will provide an hourly rate increase equal to \$3.41/hour.

Effective 18 months later, July 1, 2024, the Museum will provide an hourly rate increase equal to \$1.71/hour.

Employee ID # 997982 will be promoted to the title of Senior Supervising Clerk and receive a \$10,000 increase to base salary effective on the ratification date of the contract. Duties and responsibilities associated with this position will continue to be determined and defined solely by the Museum.

Employees in the title of Clerk or Senior Clerk in Custodial Services and Shipping and Receiving will receive a one-time lump sum payment of \$1,000 as soon as practicable.

The Museum Specialists will receive a one-time payment of \$30 as soon as practicable.

#### Section 2 - Wage Increases Methodology

The American Museum of Natural History will use the following methodology to grant wage increases required under this contract based on New York City Office of Labor Relations Pay Orders and adjustments required as a result of the Career Ladders.

Steps	Description	Effective Date
One	Identify City Pay Order Rate for applicable positions from Unit Clerical, CBU Code 128, DC37 and Unit Cultural, CBU Code 171, DC37, and Increase Rates by 3.00%, Retroactively	5/26/21
Two	Increase Rates by 3.00% per City-Wide Agreement, Retroactively	5/26/22
Three	Increase Rates tied to City Pay Orders by \$3.41 per hour per Local Contract, Retroactively	1/1/2023
Four	Increase Rates by 3.00% per City-Wide Agreement	5/26/23
Five	Increase Rates by 3.00% per City-Wide Agreement	5/26/24
Six	Increase Rates tied to City Pay Orders by \$1.71 per hour per Local Contract	7/1/2024
Seven	Increase Rates by 3.25% per City-Wide Agreement	5/26/25

NYC Pay Order Additions to Gross including Service Increments (SI), Longevity Differentials (LD) and Longevity Increment (LI).

Addition to Gross	ATG Effective Date	Value Through 5/25/25	Value on 5/26/25
5 Year SI	Start of the quarter following the anniversary date	\$1,678	\$1,733
7 Year LD	Start of the quarter following the anniversary date	\$1,024	\$1,057
10 Year SI	Start of the quarter following the anniversary date	\$1,680	\$1,735
10 Year LD	Start of the quarter following the anniversary date	\$654	\$675
15 Year LD	Start of the quarter following the anniversary date	\$898	\$927
15 Year LI	Anniversary date	\$800	\$800
20 Year LD	Start of the quarter following the anniversary date	\$334	\$345

AMNH CLERICAL POSITIONS ONLY - NYC Pay Order Recurring Increment Payment (RIP)  
All RIPs effective start of the quarter following the anniversary date

Addition to Gross	Effective 5/26/2022	Effective 5/26/23	Effective 5/26/24	Effective 5/26/25
6 Year RIP	\$1,025	\$1,056	\$1,088	\$1,123
9 Year RIP	\$943	\$971	\$1,000	\$1,033
12 Year RIP	\$955	\$984	\$1,014	\$1,046
15 Year RIP	\$547	\$563	\$580	\$599
18 Year RIP	\$1,145	\$1,179	\$1,214	\$1,244

Museum Flat Dollar Amounts identified in the Career Ladders

- Unless specified, flat dollar amounts will remain the same throughout the length of the contract. Examples of this are the \$3,000 increase on the 2-year AD, \$4,000 increase on the 6-year AD, and the \$3,100 increase on the 9-year AD in the Museum Specialist Career Ladder.

Section 3 - Using May 26, 2023, in this agreement

Due to the timing of the economic agreement between New York City and DC37, and the timing of the Memorandum of Agreement with the American Museum of Natural History, AMNH implemented all retroactive increases and made all union members whole and increased base salaries to correct and current rates through May 26, 2023. Because of that, the Museum has highlighted in the Appendix the correct rates for all career ladders effective May 26, 2023. Any member of the bargaining unit may calculate their future rates of pay using the methodology above, their applicable career ladder, and their union seniority date.

Career Ladders for the following titles groups are found in the appendix:

1. Museum Specialist
2. HVAC Tech GF, where “GF” denotes grandfathering for those employees in title prior to calendar year 2022
3. HVAC Tech for those employees in title during or after calendar year 2022

4. Photographer
5. Preparator
6. Maintainer
7. Museum Technician
8. Assistant Maintainer, Non-Lamper
9. Assistant Maintainer, Lamper
10. Cler and Sales Assistant
11. Instructor
12. Artist.

#### Section 4 – Previous Wage Adjustments

Previous Wage Adjustments included in the September 1, 2007 through December 31, 2021 contract:

Employees in the Museum Specialist Career Ladder (formerly Scientific Assistant Career Ladder) who are not affected by the structural change to the Career Ladder will receive a \$1,000 increase to base salary on the ratification date of the contract, \$1,300 base salary increase on January 1, 2018, and \$1,000 on January 1, 2019.

Employees in the Career Ladder for clerks and sales assistants shall receive a \$1,000 increase to their base salary on January 1, 2018 and another \$500 increase to their base salary on January 1, 2019.

Employees in the Career Ladders for Preparators and Artists will receive a \$500 increase to their base salary on January 1, 2018, and another \$500 increase to their base salary on January 1, 2019.

Employees in the following Career Ladders will receive a \$500 increase to their base salary on January 1, 2018, and another \$500 increase to their base salary on January 1, 2019: Photographers, Assistant Maintainers and Maintainers.

Employees in the following Career Ladders will receive a \$1,000 increase to their base salary on January 1, 2018 and another \$500 increase to their base salary on January 1, 2019: Technicians and Instructors.

As a result of the July 2015 updated job description, Employees in the HVAC Career Ladder who hold the title HVAC Technician II on the ratification date of the contract shall receive a \$500 increase to their base salary on the ratification date of the contract, \$1,000 increase to their base salary on January 1, 2018, and \$500 increase to their base salary on January 1, 2019.



A structural change to the Museum Specialist Career Ladder, formerly titled Scientific Assistant Career Ladder as indicated in the revised chart will be implemented on June 15, 2017.

## **Article 25 – Evaluations and Personnel Folders**

**Section 1** - Any Employee in a title covered by this Agreement shall be entitled to read any evaluatory statement of their work performance or conduct prepared during the term of this Agreement if such statement is to be placed in his/her permanent personnel folder, whether in the Museum Human Resources Department or in the office of the department in which they are employed. The Employee shall receive a copy of any evaluation statement to be placed in his/her personnel file. The Employee shall acknowledge that they have read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signified that the Employee has read the material to be filed and does not necessarily indicate agreement with its contents. The Employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

**Section 2** - Employees who have received a Notice of Disciplinary Action from their Authorized Supervisors may, within sixty (60) days of the date of such notice, make an appointment to visit the Human Resources Department and view his or her permanent personnel folder.

**Section 3** - The Employer will not deny other reasonable access to the personnel folder of any individual Employee. Such request must come, however, in advance and will be scheduled by the Human Resources Department at such times as the workload of that department permits.

## **Article 26 – Fair Practices**

Section 1 - Both the Museum and the Union agree that they will not discriminate unlawfully on the basis of any protected category found in City, State or Federal law or regulation. This will include employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfers, layoffs and termination, and all other terms and conditions of employment.

## **Article 27 – Reductions in Work Force**

**Section 1** - The Union recognizes the Employer's sole right to determine the necessity for layoffs. In the event that the Museum determines that it must lay off Employees, provisions of this Article shall apply.

Effective June 15, 2017, the Museum will provide thirty (30) days' notice to the Union prior to any proposed layoffs of bargaining unit members in order to meet and discuss alternatives to layoffs.

**Section 2** - Layoffs shall be inverse order of seniority within title in the incumbent's organizational unit.

**Section 3** - Seniority for the purpose of this Article shall be from the date of appointment as a per annum employee including:

- a. All time on approved leave of absence, whether with or without pay;
- b. All time on recall list;
- c. All service time prior to any reappointment from a recall list except that no credit shall be given for service time prior to an aggregate of four (4) years of time not in service.

**Section 4** - Incumbents in promotional positions who are to be laid off shall have the right to displace in inverse order of seniority incumbents in their organizational units in the next lower title within an occupational group.

**Section 5** - Incumbents in the titles Senior Scientific Assistant, Scientific Assistant, Senior Technician, and Technician, who are to be laid off shall have the right to displace in inverse order of seniority incumbents in their organizational units in the titles Curatorial Assistants, Grade 3, Grade 2, and Grade 1, when, in the sole judgment of the Department, they have the qualifications to perform the duties being performed by incumbents in those titles. The decision of the Departmental Chairman shall be final and not subject to review under the Grievance Procedure.

Section 6 - An Employee who has been laid off shall have his/her name placed on a recall list in seniority order for a period of two (2) years, after which time their names will be removed and they will no longer be eligible for recall. Two individuals are grandfathered from the two-year sunset provision in this Article; 1. [Employee ID: 302272], Museum Technician, Anthropology, and 2. [Employee ID: 301610], Artist, Anthropology and will continue to remain on the recall list. When the Museum fills positions in any of the titles covered by this Agreement, individuals on recall lists for the titles being filled shall be considered for re-employment in order of seniority. If the opening is in another organizational unit, his/her qualifications for the open position shall be reviewed and, if in the sole discretion of the hiring Manager, the Employee's qualifications are not acceptable they shall be passed over and the next most senior individual in that title on the recall lists shall be considered. The decision of the hiring Manager shall be final and not subject to review under the Grievance Procedure. Individuals passed over in this manner shall remain on the list in seniority order.

Individuals on recall lists who are offered re-employment and refuse it or who fail to report for re-employment within ten (10) work days after notification shall be dropped from the eligible list.

## **Article 28 – Work Breaks**

Section 1 - Authorized Supervisors shall allow Employees once each day to take a work break of fifteen (15) minutes duration, plus such reasonable time as may be required to travel between the work station and the Museum cafeteria when the Employee prefers to take the work break in the cafeteria but not to exceed a total of thirty (30) minutes absence from the work station.

Section 2 - Authorized Supervisors shall, after evaluating the preferences of the Employees and the work requirements of their organizational units, determine whether the period shall take place in the morning or in the afternoon. The judgment made by Authorized Supervisors in this regard shall be final and binding on all Employees under their supervision. Whichever period is selected shall be observed by all such Employees and shall not be changed from day to day.

## **Article 29 – Political Checkoff**

Section 1 - Any Employee covered by this agreement may authorize deductions for political contributions from his/her wages, to a segregated fund established pursuant to applicable law, including Title 2, USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, by completing an authorization form acceptable to the Museum which bears the signature of the Employee and specifies the amount to be deducted from each paycheck. Such authorization is voluntary and may be revoked at any time by the Employee in writing. The authorization shall remain in effect until the Employer is notified in writing by the Employee of the revocation of such authorization.

Section 2 - The Museum shall transmit authorized deductions along with a listing of employees from whom the deductions have been made, and the amounts deducted no later than thirty (30) days following the deduction. The terms of Article 2, Section 4, of this Agreement shall apply to any solicitation made in connection with the political checkoff.

In instances where an employee's earnings are insufficient to accommodate all deductions, political checkoff will be considered last in arithmetical sequence. Therefore, when the residual amount of pay after other deductions is less than the full amount of political checkoff, no fractional amount of political checkoff deduction will be made nor carried over for deduction in any subsequent payroll period.

### **Article 30 – Reopening of Negotiations**

Section 1 - The Union and the Museum shall simultaneously exchange written proposals at least sixty (60) days prior to the expiration date.



### **Article 31 – Labor Management Committee**

Section 1 - The Museum and the Union agree to establish a Labor-Management Committee made up of an equal number of representatives from the Museum and the Local Union and DC 37. This Committee shall meet at least twice/year and if deemed necessary by the committee more frequently and shall discuss issues of concern to either party. These meetings shall not be a continuation of collective bargaining, nor shall any matter subject to the grievance and arbitration procedure be discussed.

Section 2 - Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings and related Committee work fall within their regular work hours.

Section 3 - The Museum and the Union agree to jointly participate in training for Labor-Management Committees offered by the Federal Mediation and Conciliation Service.

Section 4 – The Museum and Union agree to hold additional Labor-Management meetings with the Exhibition Department to allow for discussion on workplace issues.

## **Article 32 – Relief from Discipline**

Section 1 - Employees subject to corrective action for non-terminable or non-egregious violations may, at the end of one year from the date of such action, request that a letter be attached to the Employee's file indicating that the Employee has successfully corrected the performance issue(s) and has performed satisfactorily. When such request is approved by the Employee's supervisor or department head, the Employee's prior corrective action shall be deemed satisfactorily concluded and not considered in connection with subsequent Corrective Actions, except where there is a relationship between the past conduct and the subsequent Corrective Action. The provisions of this Section do not apply to final warnings or last-chance agreements.

Signature Page

Collective Bargaining Agreement between American Museum of Natural History  
and Local 1559, District Council 37, American Federation of State, County and  
Municipal Employees for the period January 1, 2022, through December 31, 2025

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

AMERICAN MUSEUM OF  
NATURAL HISTORY

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

LOCAL 1559, AFSCME, AFL-CIO

BY \_\_\_\_\_

DATE \_\_\_\_\_