

Signed copy located in Human Resources

**Collective Bargaining Agreement between American Museum of  
Natural History and Local 1559X, District Council 37, American Federation  
of State, County and Municipal Employees for the period May 25, 2023  
through May 24, 2027**

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AGREEMENT entered into this 25<sup>th</sup> day of May 2023 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 1559X, and DISTRICT COUNCIL 37, of THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the "Union" for the four year period from May 25, 2023 through May 24, 2027. All terms and conditions of this collective bargaining agreement shall go into effect on the date of ratification, May 25, 2023, unless otherwise specified in this contract.

## **Article 1 – Recognition**

### **Section 1: Agreement Scope**

In accordance with the National Labor Relations Board’s Certification of Representation dated June 16, 2022, in NLRB Case No. 02-RC-290637, the Employer recognizes the Union as the exclusive collective-bargaining representative for all full-time and regular part-time employees listed in the charts below. EXCLUDED: All other employees, and managerial employees, confidential employees, supervisors, and guards, as defined in the Act, are excluded from the Recognition Clause.

<b>Title of Position</b>	<b>Organizational Unit</b>
Assistant To Director	Biodiversity
Specialist & Program Coordinator	Biodiversity
CBC Outreach & Production Coordinator	Biodiversity
Senior Software Developer	Biodiversity
Visual Creative Research Assistant	Biodiversity
Capacity Development Specialist	Biodiversity
Senior Research Assistant	Biodiversity
Biodiversity Scientist	Biodiversity
Biodiversity Informatics Specialist	Biodiversity

<b>Title of Position</b>	<b>Organizational Unit</b>
Production Coordinator	Education

Senior Specialist	Education
UA Family Outreach Manager	Education
Lead Digital Artist	Education
Program Coordinator	Education
Senior Education Specialist	Education
Program Assistant	Education
Assistant Child and Family Learning	Education
HHO Lab Manager	Education
Animal Husbandry Specialist	Education
Business Systems Analyst	Education
CFL Educator	Education
Learning Technology Specialist	Education
Early Childhood Educator	Education
Educator	Education
Anthropology Educator	Education
Graphics Artist	Education
3D Visualization Artist	Education
Conservation Biology Educator	Education
Senior Producer	Education
Writer/Producer	Education
Coordinator	Education

Digital Coordinator	Education
Project Coordinator	Education
Manager of Product Development	Education
Coordinator Teaching Volunteers	Education
Junior .Net Software Developer	Education
.Net Software Developer	Education
Lead Teacher	Education
Staff Writer	Education
Videographer/Editor	Education
Youth Program Assistant	Education
Media Producer	Education
Manager of Evaluation & Data	Education
Teacher of Veterinary Medicine	Education
Teaching Assistant	Education
Assistant Teacher	Education
Research Mentor	Education
AIS Educator	Education
Life Science Educator	Education
Anthropology Educator	Education

Discovery Room Program Assistant	Education
E&P Science Specialist	Education
Lead Teacher	Education
CFL Educator	Education
Art Director	Education
Senior Specialist	Education
Graphic Designer	Education
Manager Teaching Volunteers	Education
UA Manager of Digital Initiatives	Education
Animal Care Assistant	Education
Senior Education Researcher	Education
Manager, SRMC	Education
Manager of School Groups	Education
Physical Science Educator	Education
Biological Anthro. Educator	Education
Ambassador Animal Care Assist.	Education
Astrophysics Educator	Education

<b>Title of Position</b>	<b>Organizational Unit</b>
Production Coordinator	Exhibition
Senior Exhibition Writer	Exhibition
Junior Graphic Designer	Exhibition
Living Exhibits Coordinator	Exhibition
Senior Exhibits Researcher & Coordinator	Exhibition
Senior Coordinator Exhibition Media Operations	Exhibition
Creative Technologist	Exhibition
Senior Graphic Designer	Exhibition

Writer/Researcher	Exhibition
Editor	Exhibition
Exhibition Explainer	Exhibition
Exhibition Assistant	Exhibition
Junior Graphic Designer	Exhibition
Exhibit Design Manager	Exhibition
Explainer Exhibition	Exhibition
Graphic Designer	Exhibition
Graphics Supervisor	Exhibition
Media Coordinator	Exhibition
Graphic Production Coordinator	Exhibition
Senior Creative Technologist	Exhibition

<b>Title of Position</b>	<b>Organizational Unit</b>
Curatorial Assistant	Inst. For Comp Genomics

<b>Title of Position</b>	<b>Organizational Unit</b>
PT Curatorial Assistant	Invertebrate Zoology
Molecular Lab Technician	Invertebrate Zoology

<b>Title of Position</b>	<b>Organizational Unit</b>
Laboratory Technician	Microscopy & Imaging

<b>Title of Position</b>	<b>Organizational Unit</b>
Visual Resources Librarian	Library Services
Interlibrary Loan Librarian	Library Services



Conservation Librarian	Library Services
Digital Proj & Res Librarian	Library Services
Special Collections Librarian	Library Services
Catalog & Metadata Librarian	Library Services

<b>Title of Position</b>	<b>Organizational Unit</b>
Bus Greeter	Transportation
Supervisor	Transportation

<b>Title of Position</b>	<b>Organizational Unit</b>
Guest Services Representative	Visitor Services
Visitor Services Supervisor	Visitor Services
Reservations Representative	Visitor Services
Group & Tourism Sales Assistant	Visitor Services
Manager Logistics & Deliveries	Visitor Services
Manager	Visitor Services
Supervisor	Visitor Services
Fulfillment & Accounting Rep	Visitor Services
Sr. Coordinator	Visitor Services

**Section 2: Employee Status: Regular Full-Time/Part-Time**

- a. A regular full-time employee is an employee who is regularly scheduled to work between twenty-one (21) and thirty-five (35) hours per workweek without a fixed term end date.
- b. A regular part-time employee is an employee who regularly is scheduled to work twenty hours (20) hours or less per workweek without a fixed term end date.

### Section 3: Temporary Employees

Temporary employees are those who are expected to work for a period of no longer than twelve (12) months, who are so informed at the time of hire, to replace an employee on a leave of absence or vacation, to fill a job vacancy, or for a specific project, and will be excluded from the unit. The said twelve (12) month period may be extended if the temporary employee is replacing someone on an approved leave of absence for the length of the approved leave, or by mutual agreement of the parties.

If a temporary employee is retained beyond the twelve (12) month (or agreed extended) period, they will be included in the bargaining unit and covered by the contract. Their seniority for the purposes of layoff and severance will be their original date of hire as a temporary employee.

### Section 4: Fixed-Term Employees

The Museum may continue to establish fixed-term positions of up to three (3) years in duration where such positions are created in connection with grants or other project-specific funding.

- Fixed-term employees will not be subject to the just cause, grievance and arbitration, layoff or severance provisions of this Agreement where their employment ends at the expiration of the fixed term or if the funding support otherwise ceases during the fixed term.
- Fixed term appointments are those funded 50% or more on soft funds;
- Fixed term appointments are limited to three years (and may be multiple distinct appointments not exceeding three years);
- The fixed term employee in the bargaining unit will use the following to determine the start of the fixed term period:
  - The hire date with any continuous service, including less than one-year breaks in service. This was further determined, defined, and negotiated in Labor Management meetings where agreement was reached to further define continuous service which can be found in Appendix A<sup>1</sup>; and

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<sup>1</sup> See Exhibit A, Service and Seniority

- The Human Resources Department will provide an annual attestation as to which employees in the bargaining unit were on soft money for 50% or more of their time during the fiscal year<sup>2</sup>.

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<sup>2</sup> See Exhibit B, Term Review Process

## **Article 2 – Union Security**

Section 1: 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. Tender by an Employee the periodic dues uniformly required as a condition of membership in the Union, shall constitute membership in the Union in good standing for the purpose of this provision.

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 3 – Management Function and Prerogatives**

Section 1: Except as may be expressly provided elsewhere in this Agreement, nothing herein shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, under which it shall have, among others, the exclusive right as legally permissible to determine when, where, how and under what circumstances employees will work and it wishes to operate, suspend, discontinue or move its operations; to hire and to determine the number of employees; to establish, consolidate or eliminate job classifications; to discipline, discharge, transfer, promote or lay off employees; to determine when and how much overtime shall be worked; to determine standards of performance; to assign duties as the Employer deems appropriate and to create or modify job descriptions; to set or change work shifts and work schedules; to promulgate rules and policies governing the conduct of its employees; to subcontract work; to assign bargaining unit work to employees outside the unit; to implement changes the Employer may make to benefit plans (e.g., commuter benefit); and to promulgate and amend any work rules, workplace policies, and/or its employee handbook (which shall be applicable to members of the bargaining unit, including changes the Employer may make from time-to-time, without further obligation to bargain) that do not conflict with the express terms of the collective bargaining agreement.

These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned. Nothing in this section alters the union's effects bargaining rights as to decisions made by the Employer pursuant to this section.

## **Article 4 – Overtime**

**Section 1:** This section will address overtime for two categories of employee status: non-exempt regular full-time; and non-exempt regular part-time. Any work in excess of an employee's regular schedule needs to be approved in advance of performing that work.

**a) Non-Exempt Regular Full-Time Employees**

- 1)** Overtime shall be paid for all work performed by employees in excess of their regularly scheduled 35 hours of work, as long as they were in pay status for the complete 35 hours. Leave of absence without pay will not be included in the overtime calculation.
- 2)** Hours in excess of 35 and less than and including 40 in any work week will be paid as straight time overtime.
- 3)** Hours worked in any work week in excess of 40 hours will be paid at one and one half times the hourly rate.
- 4)** The hourly rate for full-time regular employees for the purposes of overtime payment shall be computed at one seventieth (1/70) of the bi-weekly salary.
- 5)** The unit of time for computing overtime shall be one quarter (1/4) hour.

**b) Non-Exempt Regular Part-Time Employees**

- 1)** Overtime shall be paid for all work performed by employees in excess of 40 hours in any work week.
- 2)** All hours worked in any work week up to the 40<sup>th</sup> hour will be paid as straight time.
- 3)** Hours worked in excess of 40 hours in any work week will be paid at one and one half times the hourly rate.
- 4)** The unit of time for computing overtime shall be one quarter (1/4) hour.

Section 2: Time & Attendance Systems

- a)** All employees will continue to use the ADP time clocks or the ADP web interface as determined by the Museum, or any new time and attendance system or time clock system the Museum chooses to implement in the future.

## **Article 5 – Work Schedules**

Section 1: Management will have the sole and exclusive right to schedule employees in order to maximize operational efficiency and effectiveness.

Full-time salaried employees will be regularly scheduled to work between thirty-two (32) and thirty-five (35) hour per week, completed within any five (5) calendar days in a calendar week, unless a reduced schedule is requested by the employee and receives management approval.

Part-time hourly-paid employees will be regularly scheduled to work up to twenty (20) hours per week, completed within a calendar week.

Management will communicate changes in schedules prior to implementing those changes to allow for advanced notice.

Where appropriate, and with management approval, employees may be allowed to flex their schedules.



## **Article 6 - Pension**

**Section 1:** Each Employee in a benefits eligible salaried position covered by this Agreement shall be enrolled in the Cultural Institutions Retirement System (CIRS), provided the Employee is eligible for membership in the Cultural Institutions Retirement System. Employees in a benefits eligible salaried position shall be covered for past, present, and future service.

**Section 2:** Employees in a benefits eligible salaried position shall contribute to the Cultural Institutions Retirement System, through Museum payroll deductions, the amounts required of Employees in a benefits eligible salaried position 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 in a benefits eligible salaried position, the amounts required under the plan as amended.

**Section 3:** Group Life Insurance benefits provided for Employees in a benefits eligible salaried position 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.

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

### **Section 2:**

- a. If the regular day off of any Employee in a benefits eligible salaried position shall fall on such holiday and the Employee is not required to work on such day, the Employee 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 in a benefits eligible salaried position shall fall on any such holiday and the Employee is required to work on such day the Employee 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 4, Section 1.
- c. Overtime shall be paid for all work performed by all Employees in a benefits eligible salaried position eligible for cash overtime payments on holidays listed in Section 1.
- d. Employees in a benefits eligible salaried position 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 in a benefits eligible salaried position 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 in a benefits eligible salaried position 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.

Section 4: Part-time hourly paid employees who work on a Museum recognized holiday will be paid an additional \$1.00 (one dollar) per hour premium for all hours work on that day.

- a. If a Part-time hourly Employee works on the actual holiday and not the observed holiday (New Year's, or Independence Day), the Museum will compensate the employee consistent with the holiday pay practice listed above in Section 4.
- b. If a Part-time hourly Employee works on the observed holiday and not the actual holiday, the Museum will compensate the employee consistent with the holiday pay practice listed above in Section 4.
- c. If a Part-time hourly 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 4 above, but not for both days. The day where more hours were worked is to be selected as the holiday.

## **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:** Employees in benefits eligible salaried positions hired in this new unit will accrue sick leave consistent with the accrual rate in the Local 1559 contract for employees hired prior to August 5, 2014, as described directly below in the first table included in Section 3.

**Section 3:** Effective 5/25/2023 annual leave for Employees in benefits eligible salaried positions hired prior to 5/25/23 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 5/25/2023, the annual leave allowance for Employees hired in benefits eligible salaried positions on or after 5/25/2023 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
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 Hours – Accrual Per PP</b>	<b>35 Hours Annual Accrual</b>	<b>40 Hours – Accrual Per PP</b>	<b>40 Hours 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: Part-time hourly paid employees accrue annual leave at a rate of one (1) hour of annual leave for every thirty (30) hours worked, up to a maximum of forty (40) hours of accrued annual leave during any fiscal year. Part-time hourly paid employees will begin accruing annual leave on their first day of work after ratification of the contract. Unused annual leave days are not compensated upon termination. The maximum number of annual leave hours a part-time hourly paid employee may use in any one fiscal year is forty (40). When a part-time hourly paid employee reaches an accrual of forty (40) hours of annual leave, they will not accrue additional time until their balance falls below forty (40) hours.

Section 5: 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 6: 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 7: 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 8: In preparing vacation schedules, Employees with the longest service within each department shall have prior consideration for their choice of vacation time.

Section 9: Upon resignation, retirement, or severance without cause, an Employee shall receive payment for their 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 10: No annual leave credit shall be earned by an Employee while on leave without pay.

Section 11: 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 12: 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 Senior VP of that area.
- 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 13: 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 in benefits eligible salaried positions hired prior to May 25, 2023, sick leave allowance of one (1) day per month of service shall be credited to eligible Employees. New Employees in benefits eligible salaried positions 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 in benefits eligible salaried positions hired on or after May 25, 2023: 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 in benefits eligible salaried positions 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.

Part-time hourly paid employees accrue sick leave at a rate of one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of fifty-six (56) hours of accrued sick leave during any fiscal year. Part-time hourly paid employees will begin accruing sick leave on their first day of work. Sick leave is not accrued during workers' compensation leave, short or long-term disability leave, or during any unpaid leave.

- 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, or when the employee or the employee's family member has been the victim of domestic violence as defined by the New York State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:

- To obtain services from a domestic violence shelter, rape crisis center, or other services program;
- To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
- To meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
- To file a complaint or domestic incident report with law enforcement;
- To meet with a district attorney's office;
- To enroll children in a new school; or
- To take any other actions necessary to ensure the health and safety of the employee or the employee's family member or to protect those who associate or work with the employee.

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 in benefits eligible salaried positions 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 in benefits eligible salaried positions 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 their 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 in benefits eligible salaried positions 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 in benefits eligible salaried positions 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 in benefits eligible salaried positions will receive only disability benefits for which they may be eligible. Following the six-week period the position of any employee who shall be unable to resume their 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. Employees shall have up to seven days after their 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 their layoff shall be restored to their 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 Leaves 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 employees in benefits eligible salaried positions 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 childcare 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 childcare 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 childcare 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 their 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 their employment, through no fault of their own, as provided in Section 7.2b of such Leave Regulations.

## **Article 12 – Authorized Absence 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 their 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 their representative.

Section 3: No absences under this Article 13 may be taken by an Employee except after two weeks written notice to their 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 six (6) days 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:     **Definition of Grievance****

A grievance is any dispute between the parties regarding the interpretation of this Agreement, including, but not limited to, written disciplinary notices, suspensions of employees with nine or more months of service, or discharge from employment for cause with nine or more months of service. Any grievance arising between the Employer and the Union, or an employee represented by the Union shall be settled in the manner set forth below.

### **Section 2:     **Grievance Procedures****

#### **a) Step 1:    Presentation of Grievance**

Within twenty (20) calendar days of the event giving rise to a grievance, the Union may submit a grievance in writing to the Department Head or their designee. The written grievance shall describe the issue in detail, including but not limited to the section(s) of this Agreement alleged to have been violated.

The Department Head or their designee will provide the Union with a written response to the grievance within ten (10) calendar days. If a written response is not provided within that time period, the grievance shall be deemed denied.

#### **b) Step 2:    Grievance Meeting**

If the Union is not satisfied with the resolution of the grievance at Step 1, the Union may, within five (5) calendar days from the date of the Employer's response (actual or automatic denial), submit (i.e., be received by the Employer) a written request to the Senior Vice President and Chief People Officer of Human Resources or their designee for a Step 2 meeting.

The Senior Vice President and Chief People Officer or their designee will decide to either review all documentation from the Step 1 and make a determination based on

that information, or offer a date and time for such meeting that is within seven (7) calendar days after the Union's request for a meeting. If the offered date and time are not acceptable to the Union, the parties will act in good faith to find a later mutually agreeable time. If the parties are unable to agree on a date and time for the meeting within thirty (30) days after the Union's request for a meeting, the Senior Vice President and Chief People Officer or their designee may, at its election, continue to try to schedule a Step 2 meeting or may inform the Union in writing that the grievance is denied without a Step 2 meeting.

The Step 2 meeting, if held, shall be between the Grievant and their Union Representative(s) and the Senior Vice President and Chief People Officer or their designee and the appropriate Management personnel for such a meeting.

If a Step 2 meeting is held and the grievance cannot be resolved, the Senior Vice President and Chief People Officer or their designee will provide a written response to the Union within ten (10) days from the date of the meeting.

**c) Step 3: Arbitration**

If no satisfactory resolution can be agreed upon and the Grievant with their Union Representative(s) wish to pursue the matter further, then within ten (10) days after the completion of Step 2, the Grievant with their Union Representative(s) must request the American Arbitration Association to submit a panel of at least five (5) arbitrators to the parties. Notwithstanding anything to the contrary in the American Arbitration Association's rules, no arbitrator may serve hereunder unless they are acceptable to both parties. The arbitration shall proceed under the American Arbitration Association's Labor Rules then in effect.

The following infractions are some, but not all, 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 their decision solely to the question of whether the charged Employee is guilty of the alleged infraction.

1. Intoxicated, or unauthorized drinking alcoholic beverages on the Museum premises.
2. Theft on the Museum premises and/or of Museum property.
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.
7. Other significant violations of the Museum's policies and procedures.

Unless otherwise outlined in the relevant rules of the Arbitrator and/or the American Arbitration Association, the expense of the Arbitrator appointed shall be borne equally by the Employer and the Union.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

**Section 3:     Waiver**

Any grievance not presented within the time limits at any step of the grievance procedure provided herein shall be deemed waived.

## **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 their occupational group of this Agreement, they 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 resignation, retirement or death, and who were continuously employed in a full-time benefits eligible position prior to January 11, 2007, shall be given the frozen terminal pay allowance as described below<sup>3</sup>:

As of January 11, 2007, all the unused sick leave earned as of that date has been recorded and frozen in each Employees' sick leave balance. The hours they accrued, and their value may be found in Appendix C.

Consistent with the Frozen Plan rules, Employees who become ill and need to use some or all of that sick leave and have less accrued sick leave when they terminate from the Museum than what was recorded on January 11, 2007, will have their terminal pay recalculated and the value of the terminal leave benefit will reflect that use of the sick leave accruals. The terminal leave benefit will be for the value of the accrued sick leave hours remaining in the sick leave balance calculated at the salary they were earning on January 11, 2007.

**Section 2:** Employees who are separated for cause shall receive a terminal pay allowance as described above, 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.

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<sup>3</sup> See Appendix C

## **Article 17 - Seniority**

Section 1: Seniority is defined as latest date of hire where continuous service exists including time prior to the certification of representation of the bargaining unit with additional details agreed to during labor management meetings as described in Appendix A.

## **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 employ 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 Associate 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.



## **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: 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 5: 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 6: 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.

In addition, to any other liability, remedy or right provided by applicable law or statute, should a strike, slowdown or boycott, work stoppage or other concerted interference with the operations of the Employer occur, the Union shall, within 24 hours of a request by the Employer: a) Advise the Employer in writing that such an action by Employees has not been called or sanctioned by the Union; and b) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.

## **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 4 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 beginning on October 1, 2023, such sums to the District Council 37, Cultural Institutions, Health and Security Plan Trust on behalf of the Museum Employees in benefits eligible salaried positions 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 or October 1, 2023, whichever is later. The Museum shall make like payments to the Trust beginning on October 1, 2023, on behalf of the Employees in benefits eligible salaried positions in titles covered by this Agreement who are paid from Museum funds.

Section 4: Hospital, medical/surgical benefits shall, beginning on October 1, 2023, 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 for Employees in benefits eligible salaried positions.

Section 5: Employees in benefits eligible salaried positions 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
0	10
1	9
2	8
3	5
4	4
5	3
6	2
7	1
8-10	0

Section 6: Effective May 25, 2023, 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 7: Payments to the District Council 37 Cultural Institutions Health and Security Plan Trust shall commence with the period beginning October 1, 2023.

Section 8: 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 9: Beginning on January 1, 2024, or as soon as practicable, Employees in benefits eligible salaried positions 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.

## **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 Senior Vice President and Chief People Officer of the Employer.

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

**Section 4:** If requested, the Museum will provide an email account for the President of the Local 1559X to use and will work with the IT Division to create an email account/address: (XXX@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 will be increased as described below:

- a. The wages for Employees in titles listed in the Recognition Article of this Agreement shall be in accordance with Labor Relations Orders issued by the City Office of Labor Relations from time to time including “General Increases, Additions to Gross for CBU 171 (equal to those provided to the Museum Instructor positions), and Ratification Awards if applicable and agreed to by DC37 and the City of New York occurring after the ratification date of this contract.”
  - i. Full-time benefits eligible salaried Employees will enjoy the Additions to Gross (ATG) increases defined by New York City Office of Labor Relations equal to those of the Museum Instructor. This will not apply to part-time hourly paid Employees in the bargaining unit. The ATG’s include: 5-year service increment, 7-year longevity differential, 10-year service increment, 10-year longevity differential, 15-year longevity differential, 15-year longevity increment, and 20-year longevity differential.
  - ii. For the purpose of ATG’s, full-time salaried Employees in benefits eligible positions will use the latter of the ratification date, May 24, 2023, or their individual start date as defined in the Service Section as their “hire date” for calculating ATG’s.
- b. Effective January 1, 2023, the Museum will provide an hourly rate increase equal to \$2.42/hour.
- c. Effective July 1, 2024, the Museum will provide an hourly rate increase equal to \$1.21/hour.

**Section 2:** Management will define career paths in the unit for Educators, Animal Care Support, and Guest Service Representatives. The duties, responsibilities, and methodology for movement through a career path will be solely defined by management. An employee in this unit shall not

be obligated to accept any promotional opportunity presented by the Museum. Once these career paths are completed and implemented, Management will provide copies to the Union.



## **Article 25 – Evaluation 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 their permanent personnel folder, whether in the Museum Human Resources Office or in the office of the department in which the Employee is employed. The Employee shall receive a copy of any evaluation statement to be placed in their personnel file. The Employee shall acknowledge that the Employee has read such material by affixing their 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 their 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 their 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 treat all employees and applicants for employment without unlawful discrimination as to race, creed, color, religion, age, disability, marital status, family or partnership status, gender (including sexual harassment), sex, sexual orientation, gender identity, gender expression, genetic information, pregnancy and lactation accommodations, alienage or citizenship status, current or former participation in the uniformed services, veteran status, caregiver, pre-employment marijuana testing, sexual and reproductive health decisions, salary history, or national or ethnic origin, or on account of any other basis prohibited by City, State or Federal law in all 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. Additional protections are afforded in employment based on arrest or conviction record, status as victim of domestic violence, stalking, and sex offenses, unemployment status, and credit history, in each case to the extent provided by law.

## **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.

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. Separate lists shall be created for full-time and part-time employees, except as indicated in Section 6.

**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:** An Employee who has been laid off shall have their name placed on a recall list in seniority order. 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, their qualifications for the open position shall be reviewed and, if in the sole discretion of the hiring Manager, their qualifications are not acceptable they shall be passed over and the next most senior individual in that title on the recall list 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 in seniority order for up to two (2) years.

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

Section 6: Exceptions:

- a. In the case where Educators, Mentors and SRMP Mentor titles are identified for layoff, seniority will be used where academic discipline and subject matter expertise is equivalent.
- b. Two part-time employees (Employee ID 990591 and Employee ID 990422) in the Exhibition Department will be included in the full-time list for bumping purposes based on their long-term service and more than 10,000 hours of continuous service.

## **Article 28 – Work Breaks**

Section 2: Authorized Supervisors shall allow Employees in benefits eligible salaried positions 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.

Employees in part-time hourly paid positions will continue with work break procedures that were established in each of the affected departments prior to the certification of representation on June 12, 2022.

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.

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.



## **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 1559X, 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 \_\_\_\_\_

## **Exhibit A**

### Service and Seniority

#### 1. Full-Time Benefit Eligible Staff

- a. Service in the bargaining unit – The Museum and the union agree to use the latest date of hire, including continuous time (see i. and ii. below) prior to the creation of the bargaining unit, as the starting point for Service and Seniority.
  - i. Time worked with breaks in service of less than one calendar year (365 days) will be included and combined.
  - ii. Breaks in service of one or more calendar years (365 days) will be excluded and start service clocks over for the purpose of counting continuous service, leave accruals, applicable benefits, conversions from “Term Status” to “Regular Status”, and seniority within the bargaining unit, organizational unit, and the Museum.

#### 2. Part-Time Hourly Paid Staff

- a. Service in the bargaining unit – The Museum and the union agree to use the latest date of hire, including continuous time (see i. and ii. below) prior to the creation of the bargaining unit, as the starting point for Service and Seniority.
  - i. Time worked with breaks in service of less than one calendar year (365 days) will be included and combined.
  - ii. Breaks in service of one or more calendar years (365 days) will be excluded and start service clocks over for the purpose of counting continuous service, leave accruals, applicable benefits, conversions from “Term Status” to “Regular Status”, and seniority within the bargaining unit, organizational unit, and the Museum.
- b. AMNH Human Resources will count service for part-time staff using the hours worked.
- c. One thousand and forty (1,040) hours of work will be considered a full year of part-time service.

## **Exhibit B**

### **Term Review Process Agreement Summary**

- Fixed term appointments are those funded 50% or more on soft funds;
- Fixed term appointments are limited to three years (and may be multiple distinct appointments not exceeding three years);
- The fixed term employee in the bargaining unit will use the following to determine the start of the fixed term period;
  - The hire date with any continuous service, including less than one-year breaks in service.
- The Human Resources Department will provide an annual attestation as to which employees in the bargaining unit were on soft money for 50% or more of their time during the fiscal year.

### **Process and Timing**

AMNH Management will make this as simple as possible and not overly burden the HR team or Budget team. Therefore, the following process will be implemented:

- HR to conduct an annual analysis of term employees using the last day of each fiscal year, June 30.
- In order to have the most accurate data from the Budget Department, and also in deference to their busy schedule and calendar of work, HR will conduct the annual analysis in September of each year, except for this first year as the process is being designed and implemented.
- Any employee reaching the thresholds described above (three or more years of service or less than 50% on soft funds for the full year) will be moved to “regular status” using their specific dates for the status change.
- As an example, an employee who met their three-year anniversary on 12/1/22 and continues beyond that date will be reviewed in the September 2023 analysis and as a result, will have their status changed to “regular” retroactively to 12/1/22. A second

example is an employee who began work on 1/1/23. Because they have less than one-year of service on 6/30/23, we will not consider their status until the following year's analysis when they have a minimum of one year or more of service.

- As stated above, similar procedures will be implemented for the part-time staff using the newly defined service rules and calculations.
- Following the analysis, HR will make any modifications to employees' statuses that may be necessary.

## Exhibit C

### **Frozen Terminal Leave Benefits**

#### Sample Terminal Leave Benefit Statement

Name:           XXX

Accrued Sick Leave Hours as of January 11, 2007: **XXX**

Value of Terminal Leave Benefit at Termination: **XXX**

(Assumes 10 years of service and **XXX**  
hours of sick leave or more at time of termination)

Hourly Salary as of January 11, 2007: **XXX**  
(If benefit needs recalculation)

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As you know from the November 2006 Employee Handbook, Museum employees accrue, or earn, all their unused sick leave for their use when they are ill.

As of January 11, 2007, all the unused sick leave you have earned as of that date has been recorded and frozen in your sick leave balance. You can see listed above the hours you have accrued and their value. In other words, if you stay at the Museum for ten years and then leave the Museum, you will receive the value of the sick leave you see listed above.

However, if you become ill and need to use some or all of that sick leave, then when you leave the Museum and have less accrued sick time than recorded in your sick leave balance on January 11, 2007, the value of the terminal leave benefit which you will receive will reflect your use of the sick leave accruals. You will then still receive a terminal leave benefit, but it will be for the value of the accrued sick leave hours remaining in your sick leave balance calculated at the salary you were earning on January 11, 2007.

If you have any questions about the terminal sick leave benefit, please call Human Resources at extension 5106.

#### Table of Employee IDs Eligible

<u>Employee ID</u>
<u>990212</u>
<u>999373</u>
<u>992908</u>

<u>993358</u>
<u>990950</u>
<u>992354</u>
<u>994170</u>
<u>300406</u>
<u>991452</u>
<u>990094</u>
<u>994103</u>
<u>993427</u>
<u>992138</u>
<u>993088</u>
<u>990943</u>
<u>992314</u>
<u>992889</u>
<u>993558</u>

## **Exhibit D**

### **Career Paths**

#### **New Unit Career Paths**

##### Pilot Program

The Career Paths implemented on July 1, 2024, are considered part of a pilot program that will continue in full force up until the last day of the contract, May 22, 2027, on which day the Career Paths will expire. Any member of the bargaining unit who received any promotion(s) and associated wage increase(s) as part of this program will retain both the most recent title and wage.

Management and the Union agree to meet prior to the last day of the contract to consider the experience and results of the pilot program and will consider this information in successor agreement negotiations.

##### Promotions and Wage Adjustments

#### **1. A. Guest Services**

- a. Staff promoted from Guest Service Representative level I to Guest Services Representative School Group, Tour Group and Reservation Processor level II will receive a \$1.00/hour increase.
- b. Staff promoted from Guest Services Representative School Group, Tour Group and Reservation Processor level II to Guest Services Representative Exterior Facilitator level III will receive a \$1.00/hour increase.
- c. Staff promoted from Guest Services Representative Exterior Facilitator level III to Guest Services Representative Mentor/ Lead level IV will receive a \$2.00/hour increase.
- d. Staff promoted to Guest Services Supervisor level V will receive an increase to be determined by management on a case-by-case basis.

#### **B. Central Reservations**



- a. Staff promoted from Guest Service Representative level I to Central Reservations Representative will receive a \$1.00/hour increase.
  - b. Staff promoted from Central Reservations Representative to Fulfillment Representative will receive a \$1.00/hour increase.
- 2. Educators
  - a. Staff promoted from one level to the next will receive \$5,000 base salary increase.
- 3. Animal Care Support
  - a. Exhibition
    - i. Staff promoted from Explainer to Senior Explainer will receive a \$1.00/hour increase.
    - ii. Staff promoted from Living Exhibits Assistant I to Living Exhibits Coordinator III will receive a \$2.00/hour increase.
    - iii. Staff promoted to Living Exhibits Supervisor IV will receive an increase to be determined by management on a case-by-case basis.
  - b. Education
    - i. Staff promoted from Animal Care Assistant I to Senior Animal Care Assistant II will receive a \$1.00/hour increase.
    - ii. Staff promoted from Senior Animal Care Assistant II to Animal Husbandry Specialist III \$1.00/hour increase.
    - iii. Staff promoted to Animal Husbandry Senior Specialist will receive an increase to be determined by management on a case-by-case basis.

Initial salaries for current staff during the implementation of the Career Paths will be at the full discretion of Management and not open to review or the grievance procedures.