



**Summary of Proposed Contract Agreement Between
District Council 37, AFSCME, AFL-CIO and the American
Museum of Natural History
25% in average wage increases over contract term**

All Members of Landslide Unit

- 1. Term of Contract – 48 Months** (Beginning on Ratification date).
- 2. Bargaining Unit:** The bargaining unit shall consist of all of the titles in the NLRB certification of results, as well as 7 out of the 13 titles in dispute.
- 3. Total Compounding General Wage Increases, as Follows:**

<u>Effective Date</u>	<u>Increase</u>
1/1/23	\$2.42 Hourly Increase
5/26/23	3%
5/26/24	3%
7/1/24	\$1.21 Hourly Increase
5/26/25	3.25%

- **32.5%** in total compounded increases **for anyone making \$17/hour**, an average of over **8% a year** for all four years of the Agreement.
 - For the average Landslide Unit member earning **\$25.88/hour**, amounts to **25%** in compounded increases over the four-year term of the Agreement.
- 4. Retroactive Pay For any Time Worked During Retro Period (All Increases with Effective Dates Prior to Ratification).**
 - Roughly **\$2,202** for 35-hour scheduled members, proportionally less for those with reduced schedules, assuming a 6/1/2023 implementation date (we don't know the exact date HR will process the retro).
 - 5. All Future DC37-Negotiated Citywide Raises, Signing Bonuses and New Additions to Gross Shall Flow to Landslide Members**
 - **Additions to Gross (ATGs)** are economic benefits in the Citywide Cultural Institutions Pay Order that trigger automatic increases, typically based on years of service.
 - Linkage will provide automatic increases based on Citywide Economic Bargaining between the City and DC37, in addition to any increases or ATGs the Museum may offer, in all future rounds.
 - City Pay Order title of "Museum Instructor" will be used for the reference to all titles in terms of future ATGs.
 - 6. Due Process Rights for New Work Duties, Rules, Etc.:** In the event that the Museum wants to make any material changes to the "terms and conditions of employment," for example by making members work outside who would typically work inside, the Union has the right to bargain over the effects, with the right to have any impasse decided by an arbitrator in final and binding arbitration.
 - 7. Limitations on Use of "Term" as Designation of Employment:** "Term" employment (i.e. no just cause or binding arbitration rights for termination) shall be limited to all members' first 3 years of employment with the Museum, beginning with their original date of hire.

- On day 1 of the contract, many members will become regular status members with just cause for termination and binding arbitration.
- The Museum shall provide the Union with annual attestations demonstrating any “term” member is on at least 50% soft money funding. If they can not demonstrate this for any member, that member will gain regular status.

8. Union Rights—right to receive notice of job postings; notification of new hires, union bulletin board; reasonable release time without loss of pay provided to a shop steward to handle grievances and contract administration duties.

9. Job Security—Final and binding arbitration for discipline, suspension and termination.

10. A 9-month process to determine whether the Landslide Unit shall be consolidated into a single bargaining unit with Local 1559.

11. Union Security—Museum agrees to collect dues on behalf of the Union from every bargaining unit member with at least 9 months of service once the dues have been established. For reference, Local 1559 dues are \$25.62 per paycheck; part-time dues will be lower than full time and take longer to implement; no one will owe back-dues.

12. Confinement and Child Care Leave— 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 (any gender) who becomes the parent of a child up to three (3) months of age, either by birth or by adoption.

13. Line of Duty Injuries— 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 Sections 7.2a-b of the Leave Regulations for Career and Salary Plan Employees of the City of New York.

14. Authorized Absences with Pay— Including up to 5 days for a death in the immediate family, due court subpoenas and jury duty, to attend negotiations with the Union and the Museum, to attend conferences with the Union or the Museum (up to 5 days each for two people), to attend grievance step meetings, and to comply with Health Department-mandated quarantines.

15. Leaves of Absence Without Pay—Include military/other leaves of absence required by law, and FMLA.

16. Personnel and Pay Practices—Right to safe and sanitary work conditions, grievance rights over enforcement or interpretation of Museum rules and regulations, no use of volunteers to displace bargaining unit members, pay advances for Annual Leaves of 5 or more continuous days, and a probationary period of 9 months.

17. Interpretation of Agreement— Any controversy between the parties concerning the interpretation of the Agreement shall be submitted for arbitration to the American Arbitration Association for final and binding determination pursuant to the rules of said Association.

18. Relief from Discipline— 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.

- 19. Job Descriptions and Assignment of Duties**—Right to written job descriptions for each unit title and final and binding arbitration in the event of members being assigned out of title work.
- 20. Evaluations and Personnel Folders**—Provides members access to all written evaluations, bestows right to respond in writing and have response attached to evaluation in personnel folder, and bestows to members the right to view their personnel folders within 60 days of notice of any disciplinary action.
- 21. Holidays**—13 paid Holidays, including Juneteenth (fully paid for salaried employees; \$1 additional per hour for part time employees working on recognized Holidays).
- 22. Seniority Rights**—bumping rights in the event of recalls from the layoff list by seniority within title and department; any layoffs to be according to seniority within title and seniority to be defined as latest date of hire, pending outcome of labor management meetings within first 180 days to discuss allowing for certain breaks in service without seniority accrual penalties. Same definition and process for determining seniority for purposes of any future ATGs.
- 23. No Strike Clause**—During the term of this Agreement the Museum may not lock out employees covered by this Agreement, and the Union may not strike, with the exception of a strike against the City over impasse at the Cultural Tripartite.
- 24. Supplementary Benefits**—10% shift differential for any non-overtime overnight work assigned. Gas for use of personal automobile for Museum work to be compensated at IRS rates. Flexible Benefits Plan available allowing members to use "pre-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.
- 25. Work Breaks**—The Museum will allow Employees once each day to take a work break of fifteen (15) minutes duration, plus reasonable time 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 total breaktime in that case). For people with flexible schedules, the contract allows the continuing flexing of schedules, so this is not necessarily applicable.

Full-Benefits-Eligible Members (who work 21 or more hours/week)

- 26. Participation in the DC37 Cultural Institutions Health and Security Plan Trust Benefits**
- **Free Legal Services:** Obtain an attorney for most civil matters aside from TORT litigation through the Municipal Employees Legal Services (MELS).
 - **Prescription Drug Benefit**
 - **Dental Benefits through Delta Dental**
 - **Vision Care**
 - **Personal Services Unit:** Professionally-Trained New York State-licensed social workers providing confidential services including individual and group counseling.
 - **Death Benefit:** \$10,000 for actives, \$1,000 for retirees.
 - **Survivor Benefit:** Upon death of an active employee or retiree, dependents may receive up to 12 months of COBRA.
 - **Education Fund:** tuition reimbursement of \$800 per calendar year for self, dependents and grandchildren; career counseling, free certification courses in a variety of fields.
 - **Short-Term Disability:** The weekly disability income benefit for full-time, per annum employees is 66.67% of their weekly salary (but no more than \$200 per 7-day week), and is payable up to a maximum of 26 weeks.

27. Health Care: Effective October 1, 2023, Members Will Make the Transition to a City-Administered Health Plan if Not Already in One

- Cost of more expensive plans is significantly defrayed by DC37 Prescription Drug Benefit.
- Quality, premium-free options are available.

28. No Change to Annual Leave and Sick Leave Accrual Schedules and Rules for All Members of the Bargaining Unit as of Ratification Date. Future Hires Shall Revert to Local 1559's Current Schedules for Post-2014 Hires.

29. No Change to Current Pension Benefits; Right to Vote on Future Pension Changes

30. Supplementary Benefits—Hospital, Medical and Surgical benefits for members with 10 or more years' seniority (as determined according to item 22, above) and who are separated from the Museum either pre-pension or before collecting their pension.

31. Long-Term Disability— The Museum will provide a 90-day window for the union to decide whether they are interested in participating in the LTD benefit offered by the Museum. If the DC37 new unit chooses to participate, the Museum will hold positions open for a maximum of six (6) months.

Part-Time Members (who normally work less than 21 hours/week)

32. New Annual Leave Benefit:

- Part-time employees will 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.
- Hourly paid employees will begin accruing annual leave on their first day of work. Unused annual leave days are not compensated upon termination.
- The maximum number of annual leave hours a part-time employee may use in any one fiscal year is forty (40).

33. Short Term Disability Benefit: to remain the same as for non-union part time employees.

34. Sick Leave Benefit: to remain the same as for non-union part time employees.

35. Work Breaks: Continuation of current practice as to be memorialized contractually in Labor Management Meetings during the first 180 days of the contract.