

1989 CBA + 88-91 MOU + 6.3.92 MOA + 12.7.95 MOA + 11.8.98 + 12.2.98 + 2001
MOA + 2004 MOA + 2006 MOA

Collective Bargaining Agreement
Between
New-York Historical Society and District 65, U.A.W

January 1, 2006 through December 31, 2009

DRAFT

TABLE OF CONTENTS

	<u>Page</u>
RECOGNITION	
UNION SHOP	
JOB OPENINGS	
PROMOTIONS TO EXEMPT POSITIONS	
SENIORITY	
A. Definition	
B. Application	
C. Layoffs	
LOSS OF SENIORITY	
DISCHARGE	
WORKING CONDITIONS	
SEVERANCE PAY	
ATTENDANCE AT UNION MEETINGS	
WAGES	
HOURS	
SICK LEAVE	
PAST PRACTICES	
HOLIDAYS	
VACATIONS	
HEALTH INSURANCE, LIFE INSURANCE AND DISABILITY	
NONDISCRIMINATION	
VISITATION	
BULLETIN BOARD	
JURY DUTY	
MILITARY SERVICE	

LEAVES OF ABSENCE AND SABBATICAL LEAVES

BEREAVEMENT LEAVE

ADJUSTMENT OF DISPUTES

THE UNION AS A PARTY AT INTEREST

NO STRIKE - NO LOCKOUT

SAVINGS CLAUSE

MODIFICATION

MANAGEMENT'S PREROGATIVES

NEW TECHNOLOGY

SAFETY SHOES

CREDIT UNION

PART-TIME EMPLOYEES

SUB-CONTRACTING

RIGHTS OF EMPLOYEES PREPARING WRITTEN OR
ARTISTIC MATERIAL

PROCEDURES FOR EXAMINING PERSONNEL FILES

PENSION

NOTICE

DURATION OF THIS AGREEMENT

MISCELLANEOUS

AGREEMENT made this ___ day of _____, between THE NEW-YORK HISTORICAL SOCIETY, 170 Central Park West, New York, New York 10024 hereinafter called the "EMPLOYER" and DISTRICT 65, U.A.W., 13 Astor Place, New York, New York, 10003, hereinafter called the "UNION," for and on behalf of itself, its members now employed or hereafter to be employed by the Employer and collectively designated as employees:

WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the employees covered by this Agreement and agrees that the Union shall be the sole collective bargaining representative for those employees.

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

1. RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the bargaining unit set forth as follows: the Assistant Director of the Museum Shop; the Assistant Mail Controller; the Volunteer Coordinator; Cataloguers not covered by grants; the Assistant Director of Public Relations; the Print Room Assistant; Switchboard Operators; Coat Check Employees; Cashiers; the Photo Order Clerk; and all full-time and regular part-time Librarians and Cataloguers, Curator of Prints, Curator of Manuscripts, Supervisor of Education and Members Services, Editor and Non-Professional Employees.¹ All other job classifications, including those presently excluded under the collective bargaining agreement and those currently in existence and not listed above are similarly excluded.

¹ See Appendix A. for Special Additions to the Bargaining Unit. 88-91 MOU

B. Excluded from the aforesaid bargaining unit are Supervisors, Office Clerical Employees, Employees employed pursuant to grants as provided in the National Labor Relations Board Decision and Direction of Election and the Amended Decision and Direction of Election, and the Certification, Case No. 2-RC-18249, Students, Volunteers, those employees in job classifications set forth as excluded in paragraph (A) above, and Watchmen and Guards as defined in the Act.

C. Temporary employees are not covered by this Agreement. A temporary employee is one who is hired for a period of up to four months and who is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave of absence or vacation or to fill a job vacancy in the bargaining unit while an active search is being made for a regular replacement. The said four month period may be extended for the length of a leave of absence: however, such employees shall become members of the Union after the expiration of the initial four month period.

D. The Society shall not, through intent or effect, seek to undermine the bargaining unit.²

2. UNION SHOP

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and that all employees covered by this Agreement and hired on or after its effective date shall, no later than the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. The Employer agrees to provide notice of the collective bargaining agreement to all new employees covered by the Agreement, and shall provide a copy of such notification to the Union.³

² Sub-section added to CBA 1989 by 12.7.95 MOA

³ Last sentence added to CBA 1989 by 6.3.92 MOA, pg. 2

B. In the application of paragraph A. above, when the Employer is notified by the Union in writing that an employee is delinquent in payment of Union dues, or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, the Employer shall immediately terminate such employee until such time as the Union has notified the Employer that the employee is in good standing.

C. Upon written notice from the Union, the Employer will deduct all Union membership dues as provided for in the authorization form set forth below, upon condition that at the time of such notice the Union shall furnish the Employer with a written authorization executed by the worker in the following form:

I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union on notice from the Union such amounts including initiation fees and assessments (if any owing by me) as my membership dues in said Union as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner.”

D. The Employer agrees that upon individual authorization from members, periodic union dues, initiation fees and assessments shall be deducted by the Employer from the members' pay each pay period and forwarded to the Union within seven (7) days after the last pay period of each month.

E. The Employer will notify the Union promptly of any revocation of such authorization received by it.

F. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

G. The Society will provide new bargaining unit employees with a welcome letter (copy appended hereto).⁴

H. The Society agrees to provide notice to the Union and the Unit Chair (steward) of all new hires including name, position title, and date of hire and to provide the address and salary of all employees hired into bargaining unit positions. The Society will also provide notice of termination of employees within the bargaining unit.⁵

3. JOB OPENINGS

A. Whenever a job vacancy occurs within the bargaining unit, the Employer shall post a notice of such vacancy on the bulletin board it ordinarily uses for notices to bargaining unit employees for a period of not less than ten (10) working days before the vacancy is filled. The job posting shall include the salary or the salary range being offered for the position and shall contain a job description of the position involved.

B. Any employee with a satisfactory work record and at least nine months of service in his/her present job may request in writing a transfer to fill such a vacancy provided that the employee has the necessary qualifications to perform the job and provided that such transfer will not unreasonably reduce the operational efficiency of any department.

⁴ Sub-section added to CBA 1989 by 12.7.95 MOA

⁵ Sub-section added to CBA 1989 by 12.7.95 MOA

C. Where two or more employees request such transfer, in writing, the Employer may transfer the employee with the greatest seniority unless as among such employees (or outside job applicants who may be applying for such position) there is an appreciable difference in their ability to do the job. In such event, the Employer shall be free to transfer the employee which it feels has the greater ability to perform the work in question or shall be free to hire the outside job applicant.

D. The Employer's determination shall be based upon its evaluation of the ability of the individuals involved without regard to favoritism.

E. Any new employee shall serve a probationary period of three months. During or at the end of the employee's probationary period, the Employer may discharge any such employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement.

F. Each employee shall be issued an identification card which shall be updated yearly and all employees are expected to be finger printed as a condition of employment at the New-York Historical Society.

G. A copy of the personnel policies shall be given to each employee.

4. PROMOTIONS TO EXEMPT POSITIONS

Any employee who is promoted to an exempt position and who returns to their bargaining unit position within one year after his/her promotion shall suffer no loss of seniority for the period during which they served in the promoted capacity; however, they will not receive seniority credit for that period. The Employer is under no obligation to return the employee to their previous job.

5. SENIORITY

A. Definition

i. Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity by the Employer.

ii. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within a department.

B. Application

ii. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

i. Classification seniority shall apply in layoffs and recalls and for the scheduling of vacations as hereinafter provided.

C. Layoffs

i. All employees shall have seniority rights within each job classification upon completion of their probationary period. In the event of a layoff within that classification, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority.

ii. All layoffs shall be in inverse order of seniority within similar job⁶ classifications⁷ in each department.⁸ [The last person hired shall be the first laid off provided that the senior employees have the qualification to do the work.] The Employer's determination in this regard shall be based upon the ability of the individual

⁶ Deleted CBA 1989 word "each" and added the phrase "similar job" to CBA 1989 by 6.3.92 MOA

⁷ Changed CBA 1989 word "classification" to "classifications" by 6.3.92 MOA

⁸ 6.3.92 MOA, deleted the CBA 1989 parenthetical phrase "or similar job classifications with the library only" and added the phrase "in each department"

involved without regard to favoritism. The Employer⁹ agrees to provide the Union with three weeks¹⁰ advance notice of layoff or pay in lieu thereof to the employees.

In the event additional employees are required, the Employer shall first offer to rehire employees who were laid off within the prior 12 months in order of seniority within similar¹¹ job classifications¹² in each department¹³ provided that they are qualified to perform the work. The Employer's determination in this regard shall be based upon the ability of the individual involved without regard to favoritism.

6. LOSS OF SENIORITY

An employee's seniority shall be lost when he/she:

- a. Terminates their employment voluntarily.
- b. Is discharged for cause.
- c. Willfully exceeds any official leave of absence.
- d. Is laid off for more than one year or for a period exceeding the length of the employee's continuous service, whichever is less.
- e. Fails to return to work upon recall from layoff within ten (10) days or to respond within five (5) days after receipt of a notice sent to him/her by the Employer.

⁹ 1. CBA 1989 word "Employer" changed to "Society" by 88-91 MOU

2. 88-91 MOU word "Society" changed back to "Employer" by 6.3.92 MOA

¹⁰ Deleted CBA 1989 apostrophe by 6.3.92 MOA

¹¹ CBA 1989 word "each" changed to "similar" by 6.3.92 MOA

¹² CBA 1989 word "classification" changed to "classifications" by 6.3.92 MOA

¹³ 6.3.92 MOA, deleted the CBA 1989 parenthetical phrase "or similar job classifications with the library only" and added the phrase "in each department"

Notice shall be by letter or telegram to the last address furnished to the Employer by the employee.

All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and Holidays.

7. DISCHARGE

A. The Employer shall have the right to discharge, suspend or discipline any employee for just cause.

B. The Employer will notify the Union in writing of any discharge, suspension or discipline within 24 hours from the time of such discharge, suspension or discipline. If the Union desires to contest a discharge, discipline or suspension it shall give written notice thereof to the Employer no later than ten (10) working days from the date of receipt of this¹⁴ notice of discharge, discipline or suspension.¹⁵ In such event, the dispute shall be submitted and determined within the grievance procedures set forth herein.

8. WORKING CONDITIONS

A. No employee shall be required to work under conditions dangerous to the employee's health or safety. Any employee who becomes aware of any dangerous working conditions shall immediately notify his/her supervisor.

B. In the event that the weather conditions are so severe that the New-York Historical Society closes for the day, employees will be notified in advance or given a telephone number to call to check to determine if the facility will be opened for that day and whether to report to work.

¹⁴ CBA 1989 word "such" changed to "this" by 88-91 MOU

¹⁵ CBA 1989 phrase "from the Employer" deleted from the end of the sentence by 88-91 MOU

C. In the event that the temperature in an area rises above 85 degrees, the Society agrees to relocate employees or release employees with pay.¹⁶

9. SEVERANCE PAY

A. Employees with one or more years of seniority who are permanently laid off shall receive severance pay as follows:

one (1) year ¹⁷ but less than four (4) years ¹⁸	10 days
four (4) years ¹⁹ but less than eight (8) years ²⁰	15 days
eight (8) years but less than twelve (12) years ²¹	20 days
twelve (12) years but less than sixteen (16) years	25 days ²²
sixteen (16) years but less than twenty (20) years	30 days ²³
twenty (20) years but less than twenty-four (24) years	35 days ²⁴
twenty-four(24) years but less than twenty-eight (28) years	40 days ²⁵
twenty-eight years or more	45 days ²⁶

B. It is understood that²⁷ an employee who is recalled from layoff shall be eligible to receive severance pay if laid off again²⁸ based on his/her length of service after the employee returned to work.²⁹

C. The Society shall continue to pay the health benefits under the COBRA law for a period of three (3) months for an employee who is laid off.³⁰

¹⁶ Sub-section added to CBA 1989 by 12.7.95 MOA

¹⁷ CBA 1989 comma, “,” deleted by 12.2.98

¹⁸ Format changed and words “of employment” deleted from CBA 1989 by 12.2.98

¹⁹ CBA 1989 comma, “,” deleted by 12.2.98

²⁰ Format changed and words “of employment” deleted from CBA 1989 by 12.2.98

²¹ CBA 1989 phrase “or more of employment” deleted and 12.2.98 Agreement phrase “but less than twelve (12) added to CBA 1989

²² Row of information added to CBA 1989 by 12.2.98

²³ Row of information added to CBA 1989 by 12.2.98

²⁴ Row of information added to CBA 1989 by 12.2.98

²⁵ Row of information added to CBA 1989 by 12.2.98

²⁶ Row of information added to CBA 1989 by 12.2.98

²⁷ 88-91 MOU phrase “It is understood that” added to CBA 1989

²⁸ CBA 1989 phrase “in the event of a subsequent layoff” changed to “if laid off again” by 88-91 MOU

²⁹ CBA 1989 phrase “from the layoff” deleted from the end of the sentence by 88-91 MOU.

³⁰ Sub-section added to CBA 1989 by 2004 MOA

10. ATTENDANCE AT UNION MEETINGS

The Union steward will be allowed two hours off with no loss of pay three times during each contract year for the purpose of attending Union meetings, provided that the Union gives adequate notice of such meetings and proof of attendance at such meetings is provided to the Employer.

The Society agrees to release employees once per year for one hour with pay to attend a union meeting provided that the union give adequate notice of such meeting and the scheduling of the meeting be subject to the Society's operational needs.³¹

One employee over the life of the contract shall be entitled to an unpaid leave of absence for union activity for up to one year. Temporary status will be extended for this coverage.³²

11. WAGES

1. The wages for all covered³³ employees shall be adjusted as follows:³⁴

A. Effective January 1, 2007³⁵, all Employees who are members of the bargaining unit³⁶ as of that date shall receive a four percent (4%) wage³⁷ increase.³⁸

³¹ Sentence added to CBA 1989 by 12.7.95 MOA

³² Sub-section added to CBA 1989 by 2004 MOA (Maybe belongs in leave of absence??)

³³ 1. CBA 1989 word "covered" deleted by 2004 MOA

2. 2006 word "covered" added to the 2004 MOA

³⁴ Line added to CBA 1989 from 88-91 MOU, pg. 1

³⁵ 1. CBA 1989 date "1989" changed to "1992" by the 6.3.92 MOA.

2. 6.3.92 MOA date "1992" changed to "1995" by the 12.7.95 MOA

3. 12.7.95 MOA date "1995" changed to "1998" by the 12.2.08 Agreement

4. 12.2.98 date "1998" changed to "2004" by the 2004 MOA

5. 2004 MOA date "2004" changed to "2007" by the 2006 MOA

³⁶ 1. CBA 1989 phrase "members of the bargaining unit as of that date and" deleted by 2004 MOA

2. CBA 1989 phrase "on the payroll" deleted and 2006 MOA phrase "members of the bargaining unit" added to the 2004 MOA

³⁷ 2006 MOA word "wage" added to the 2004 MOA

B.³⁹ Effective January 1, 2008⁴⁰, all Employees who are members of the bargaining unit⁴¹ as of that date shall⁴² receive a two percent (2%)⁴³ wage⁴⁴ increase.⁴⁵

C. Effective July⁴⁶ 1, 2008⁴⁷, all Employees who are members of the bargaining unit⁴⁸ as of that date shall⁴⁹ receive a two percent (2%)⁵⁰ wage⁵¹ increase.⁵²

³⁸ 1. Added phrase "or an increase of \$20.00 per week, whichever is greater" to the end of CBA 1989 sentence by 6.3.92 MOA.

2. 6.3.92 MOA phrase "a four percent wage increase, or an increase of \$20.00 per week, whichever is greater" deleted and 12.7.95 MOA phrase "an increase of the greater of 3.5% or \$1,000 annually" added to the end of the sentence

3. 12.7.95 MOA phrase "the greater of 3.5% or \$1,000 annually" deleted and 12.2.98 Agreement number "3%" added to the end of the sentence

4. 12.7.95 MOA and 12.2.98 Agreement phrase "an increase of 3%" deleted and 2004 MOA phrase "a 4% increase in their base salary" added to the end of the sentence

5. 2004 MOA phrase "in their base salary" deleted

³⁹ CBA 1989 section 11(B) deleted by 6.3.92 MOA. Other subsections of 11 shifted up by a letter

⁴⁰ 1. CBA 1989 year "1990" changed to "1993" by the 6.3.92 MOA.

2. 6.3.92 MOA date "1993" changed to "1996" by the 12.7.95 MOA

3. 12.7.95 MOA date "1996" changed to "1999" by the 12.2.98 Agreement

4. 12.2.98 date "1999" changed to "2005" by the 2004 MOA

5. 2004 MOA date "2005" changed to "2008" by the 2006 MOA

⁴¹ 1. CBA 1989 phrase "members of the bargaining unit as of that date¹ and" deleted by 2004 MOA

¹ Added 6.3.92 MOA phrase "as of that date" to CBA 1989

2. CBA 1989 phrase "on the payroll" deleted and 2006 MOA phrase "members of the bargaining unit" added to the 2004 MOA

⁴² CBA 1989 word "will" changed to "shall" by 6.3.92 MOA

⁴³ 2004 MOA number "4%" changed to "2%" by the 2006 MOA

⁴⁴ 2006 MOA word "wage" added to the 2004 MOA

⁴⁵ 1. Added the 6.3.92 MOA phrase "or an increase of \$20.00 per week, whichever is greater" to the end of CBA 1989 sentence

2. Deleted "a four¹ percent wage increase, or an increase of \$20.00 per week, whichever is greater"² from 6.3.92 MOA and added the 12.7.95 MOA phrase "an increase of the greater of 3.5% or \$1,000 annually" to the end of the sentence.

¹ CBA 1989 percentage "five" changed to "four" by 6.3.92 MOA

3. 12.7.95 MOA phrase "the greater of 3.5% or \$1,000 annually" deleted and 12.2.98 Agreement number "3%" added to the end of the sentence

4. 12.7.95 MOA and 12.2.98 Agreement phrase "an increase of 3%" deleted and 2004 MOA phrase "a 4% increase in their base salary" added to the end of the sentence

5. 2004 MOA phrase "in their base salary" deleted

⁴⁶ CBA 1989 month "January" changed to "June" by the 2006 MOA

⁴⁷ 1. CBA 1989 year "1991" changed to "1994" by the 6.3.92 MOA

2. 6.3.92 MOA date "1994" changed to "1997" by the 12.7.95 MOA

3. 12.7.95 date "1997" changed to "2000" by the 12.2.98 Agreement

4. 12.2.98 Agreement date "2000" changed to "2006" by the 2004 MOA

5. 2004 MOA date "2006" changed to "2008" by the 2006 MOA

⁴⁸ 1. CBA 1989 phrase "members of the bargaining unit as of that date¹ and" deleted by 2004 MOA

¹ Added 6.3.92 MOA phrase "as of that date" to CBA 1989

D. Effective January 1, 2009, all Employees who are members of the bargaining unit as of that date shall receive a two percent (2%) wage increase.⁵³

E. Effective July 1, 2009 all Employees who are members of the bargaining unit as of that date shall receive a two-percent (2%) wage increase.⁵⁴

F.⁵⁵ In addition to the wage increases set forth hereinabove, the Employer shall have the option in its sole discretion to grant merit increases to those employees whom it feels are deserving of such increases. The Employer's decision in this regard shall be final and binding.⁵⁶

G.⁵⁷ The minimum rates (Appendix C) for bargaining unit positions shall be increased by two percent (2%) on January 1st of each year of the collective bargaining agreement, i.e., January 1, 2007, January 1, 2008, and January 1, 2009,⁵⁸ except as provided for otherwise in Appendix C.⁵⁹

2. CBA 1989 phrase "on the payroll" deleted and 2006 MOA phrase "members of the bargaining unit" added to the 2004 MOA

⁴⁹ CBA 1989 word "will" changed to "shall" by 6.3.92 MOA

⁵⁰ 2004 MOA number "4%" changed to "2%" by the 2006 MOA

⁵¹ 2006 word "wage" added to the 2004 MOA

⁵² 1. Added the 6.3.92 MOA phrase "or an increase of \$20.00 per week, whichever is greater" to the end of CBA 1989 sentence

2. Deleted "a four¹ percent wage increase, or an increase of \$20.00 per week, whichever is greater"² from 6.3.92 MOA and added the 12.7.95 MOA phrase "an increase of the greater of 3.5% or \$1,000 annually" to the end of the sentence.

¹ CBA 1989 percentage "five" changed to "four" by 6.3.92 MOA

3. 12.7.95 MOA phrase "the greater of 3.5% or \$1,000 annually" deleted and 12.2.98 Agreement number "3%" added to the end of the sentence

4. 12.7.95 MOA and 12.2.98 Agreement phrase "an increase of 3%" deleted and 2004 MOA phrase "a 4% increase in their base salary" added to the end of the sentence

5. 2004 MOA phrase "in their base salary" deleted

⁵³ Sub-section added from the 2006 MOA

⁵⁴ Sub-section added from the 2006 MOA

⁵⁵ CBA 1989 sub-section letter "D" changed to "F" by the 2006 MOA

⁵⁶ See Appendix B. for Individual Salaries, Increases, and Negotiations

⁵⁷ See Appendix C. for specific Minimum Rates

1. 88-91 MOU sub-section letter "E" changed to "G" by 2006 MOA

⁵⁸ Added phrase "beginning January 1, 2004" to clarify that Appendix C minimum rates set in 2004 MOA do not reflect the 2% increases added January 1, 2004, January 1, 2005, and January 1, 2006.

⁵⁹ 1. Two sentences added to 88-91 MOU by 2004 MOA. 88-91 MOU. Sentence "The minimum¹ rates shall² be increased by the same amounts and at the same times as the wage increases set forth above."³ deleted from 88-91 MOU by 2004 MOA.

¹ 1989 CBA word "minimums" changed to "minimum" by 6.3.92 MOA

12. HOURS

A. The regular working hours shall be thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week for all employees covered under this Agreement except that the painter, carpenter, electrician and custodian and any other employees who have heretofore been regularly scheduled to work forty (40) hours per week, eight hours per day, five days per week, shall continue to work eight (8) hours per days as heretofore.

B. The present schedule of work shall be maintained. The hours of daily employment shall be consecutive and may be interrupted for lunch, which shall be a period of one (1) hour and two (2) rest periods of fifteen (15) minutes, one in the morning, and one in the afternoon.

C. Employees regularly scheduled to work thirty-five (35) hours per week or less who work overtime will receive premium pay at a rate of time and one half the regular rate of pay for each hour worked in excess of thirty-five (35) hours. Employees who are regularly scheduled to work forty (40) hours per week or more, eight hours per day shall receive premium pay at the rate of time and one half their regular rate of pay for all hours worked in excess of forty (40) hours per week.

D. An employee who is called in to work on a Sunday⁶⁰ and who is not regularly scheduled to work on Sunday,⁶¹ shall receive premium pay at a rate of time and one half the regular rate of pay for each hour worked. It is understood that, in emergencies, the Society⁶² may require a reasonable amount of overtime on Sundays for

² a. CBA 1989 word "shall" changed to "will" by 88-91 MOU.

b. 88-91 MOU word "will" changed to "shall" by 6.3.92 MOA

³ Added word "above" to 88-91 MOU revisions and deleted the phrase "in paragraphs 1(B), 1(C), and 1(D)," added to CBA 1989 from 88-91 MOU.

2. 2004 MOU phrase "each of the effective dates of the wage increases in "A," "B," and "c" above" deleted and 2006 MOU phrase "January 1st of each year of the collective bargaining agreement" added to the end of the sentence

⁶⁰ CBA 1989 word "holiday" changed to "Sunday" by 88-91 MOU

⁶¹ CBA 1989 word "holiday" changed to "Sunday" by 88-91 MOU

⁶² CBA 1989 word "Employer" changed to "Society" by 88-91 MOU

employees, however, the Society⁶³ will make every effort to fill such emergency vacancies on a voluntary basis.

E. For the purposes of computing overtime pay, the following absences for which compensation is paid shall be deemed time worked: jury duty, sick leave, holidays and vacation time.

F. Overtime shall not be pyramided.

13. SICK LEAVE

A. Regular full-time employees, upon completion of their probationary period shall be entitled to twelve (12) days of paid sick leave per year, earned at the rate of one (1) day per month retroactive to the date of hire. Part-time employees shall earn paid sick leave on a pro rata basis.

B. No employee will be entitled to accumulate more than sixty (60)⁶⁴ sick days. Any unused accrued or accumulated sick leave in excess of sixty (60)⁶⁵ sick days will be paid for at the end of each year at one-half the employee's regular rate of pay.

C. Upon retirement or layoff, any employee with unused accumulated sick leave will be compensated for those days at one-half the employee's regular rate of pay.

D. When an employee is unable to report to work at the scheduled time he/she must notify the department within one (1) hour of his/her scheduled starting time.

⁶³ CBA 1989 word "Employer" changed to "Society" by 88-91 MOU

⁶⁴ CBA 1989 number "forty-five (45)" changed to "sixty (60)" by 12.7.95 MOA

⁶⁵ CBA 1989 number "forty-five (45)" changed to "sixty (60)" by 12.7.95 MOA

E. Sick leave may be utilized for the care of a family member (as defined by the Family Medical leave Act) or domestic partner.⁶⁶

14. PAST PRACTICES

A. Employer shall continue in effect for employees, its practices and policies regarding Society closings (except for Sunday closings), check cashing time, uniforms ad laundry facilities and the right to attend certain limited Society functions.

B. Employees shall be entitled to no more than a twenty (20%) percent discount on all books and photographs purchased at The New-York Historical Society.

C. In addition, the Employer shall continue its practice of allowing employees to use Society phones to make a reasonable number of personal, local calls.

15. HOLIDAY

A. Employees shall be paid for the following holidays:

New Year's Day	Memorial Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
July 4 th	Christmas Day
	Veteran's Day

Employees shall be permitted to leave work at 12:00 noon on Christmas Eve and 12:00 noon on New Year's Eve.

⁶⁶ Sub-section added to CBA 1989 by 2004 MOA

B. An employee who is scheduled to work and works one of these holidays during which the Society is open to the public shall receive another day off with pay.

C. An employee who is requested by the Employer to work on a holiday during which the Society is closed to the public and who does so will be compensated at the rate of twice his/her normal rate of pay. No employee will be required to work on any of these holidays.

D. In the event the holiday falls on a non-working day, then the employee shall be entitled to an additional day off, with pay, to be scheduled on a day mutually agreed to by the Employer and the employee.

E. In addition to the above holidays, employees shall be given four (4) personal days with pay per year. Employees must notify their supervisor or the President of the Employer at least twenty-four (24) hours in advance of the day they are electing to take as a personal day. Wherever possible employees will⁶⁷ give more than⁶⁸ twenty-four hours' notice.

16. VACATIONS

A. Employees will receive paid vacation in accordance with the following schedule:⁶⁹

All Employees:⁷⁰

<u>Length of Service</u>	<u>Vacation Entitlement</u>
One (1) year but less than five (5) years	15 days

⁶⁷ CBA 1989 word "must" changed to "will" by 88-91 MOU

⁶⁸ CBA phrase "the required" deleted by 88-91 MOU

⁶⁹ No longer a distinction between professional and non-professional employees. Professional data also used for non-professional employees. Non-professional information from CBA 1989 deleted. See pg. 50 for original deleted data

⁷⁰ Table pertains to both professional and non-professional employees. CBA 1989 word "Professional" changed to "All" by 2001 MOA

Five (5) years but less than ten (10) years	20 days
Ten (10) years but less than fifteen (15) years ⁷¹	22 days
Fifteen (15) years but less than twenty (20) years or more ⁷²	25 days ⁷³
Twenty (20) years but less than twenty-five (25) years	27 days ⁷⁴
Twenty-five (25) years or more	30 days ⁷⁵

B. Employees employed as of the date of the execution of this Agreement who are eligible to receive better vacation benefits under the Employer's existing past practice vacation schedule will continue to receive vacation in accordance with that schedule except that such employees whose length of service is fifteen or more years shall have their annual vacation entitlement increase by three days.⁷⁶

C. Upon resignation or layoff, an employee shall be paid for unused vacation.

D. Vacation shall be paid in advance of a scheduled vacation.

E. Vacations should be taken in the year in which they are earned, however, employees are permitted to carry over their vacation for a period of no more than five months into the following year. Any vacations not taken within that period of time shall be lost. The Employer agrees that it will use its best efforts to accommodate the scheduling and vacation needs of employees to insure that employees receive all vacations to which they are entitled, taking into the account the operational needs of the

⁷¹ Deleted CBA 1989 phrase "or more" and added phrase "but less than fifteen (15) years" to CBA 1989 by 6.3.92 MOA

⁷² 1. Category added. 6.3.92 MOA phrases "fifteen (15) years or more" added to CBA 1989
2. Phrase "but less than twenty (20) years" added after deleting the phrase "or more" from 6.3.92 MOA by 2001 MOA

⁷³ Phrase "25 days" added to CBA 1989 by 6.3.92 MOA

⁷⁴ Row of information added to CBA 1989 by 2001 MOA

⁷⁵ Row of information added to CBA 1989 by 2001 MOA

⁷⁶ Added phrase "except that such employees whose length of service is fifteen or more years shall have their annual vacation entitlement increase by three days" to CBA 1989 from 6.3.92 MOA

Employer. Whenever possible, employees requesting at least⁷⁷ two weeks of consecutive vacation shall make this request at least two (2) months in advance.

F. Vacation schedules shall be agreed upon between the Employer and the employee taking into consideration the operational needs of the Employer. Employees with greater seniority shall, subject to the needs of the Employer, have priority in scheduling of vacations.

G. If a holiday falls during an employee's vacation, the employee's vacation shall be extended by one day.

17. HEALTH INSURANCE, LIFE INSURANCE, AND DISABILITY

A. Effective June 1, 1995 or as soon as practicable, the employees' coinsurance coverage for "out-of-network" providers under the GHI Local 2110 plan shall be seventy-five percent (75%). The Society will continue to pay the full cost of the monthly premiums for the plan.⁷⁸

B. The Society agrees to include domestic partners of employees in the GHI group plan provided that the employee pay 100% of his/her partner's premium through payroll deduction, subject to the approval of GHI.⁷⁹

C. Effective January 1, 2007, or as soon as practicable thereafter, the Employer will provide short-term disability insurance that provides for weekly compensation of 50% up to a maximum of three hundred dollars (\$300).⁸⁰

D. In the event that the Employer provided domestic partner health care to Employees outside of the bargaining unit, it will also pay for such coverage for

⁷⁷ Phrase "at least" added to CBA 1989 by 88-91 MOU

⁷⁸ Sub-section added to CBA 1989 by 12.7.95 MOA

⁷⁹ Sub-section added to CBA 1989 by 12.7.95 MOA

⁸⁰ Sub-section added to CBA 1989 by 2006 MOA

members of the bargaining unit under the healthcare plan for bargaining unit members then in effect.⁸¹

E. Except as otherwise provided in this contract⁸², the Society⁸³ shall provide the same health, dental, disability and life insurance to members of the bargaining unit as to non-bargaining unit personnel who are not covered by other collective bargaining agreements, except that in no case shall any benefits be reduced without bargaining with the Union.

18. NONDISCRIMINATION

A. Neither the Employer nor the Union shall discriminate on the basis of race, color, creed, national origin, political beliefs, sex, age, handicap, sexual preference, marital status, union activity, religion or veteran status.

19. VISITATION

A. The Union's representative may visit the Employer's premises by prior appointment or for the purpose of consulting with a grievant or for the purpose of consulting with a steward regarding an existing grievance.

B. Union representatives' visits shall not disrupt the Employer's operation.

20. BULLETIN BOARDS

A. The Employer shall provide space for two (2) bulletin boards, to be located in the first floor break room and at a mutually agreeable location in the basement, for the posting of Union notices.

⁸¹ Sentence added to CBA 1989 by 2006 MOA

⁸² CBA 1989 word "Agreement" changed to "contract" by 88-91 MOU

⁸³ CBA 1989 word "Employer" changed to "Society" by 88-91 MOU

21. JURY DUTY

A. Employees who are called for and serve on jury duty will be paid⁸⁴ the difference between their per diem jury pay and their regular pay for up to ten (10) days service or the equivalent of ten (10) days service⁸⁵ during any two year period.⁸⁶

22. MILITARY SERVICE

Any employee who is drafted or volunteers for military service or training in the armed forces of the United States or its subdivisions, shall upon completion of such service or training, be reinstated to employment in accordance with applicable statutes.

23. LEAVES OF ABSENCE AND SABBATICAL LEAVES

A. The Employer will permit an unpaid leave of absence as mutually agreed upon by the Employer and the Union, provided it does not interfere with the Employer's operations. A request for a reasonable leave of absence will not be unreasonably denied. Any past practice of the Employer where it permitted a leave of absence for over six months cannot be considered in determining if the Employer should grant or can deny any type of leave of absence.

B. The Society⁸⁷ will not unreasonably deny an unpaid childcare leave of four months and will consider an additional two month leave for these purposes. Accrued vacation, sick leave and personal days may not be used to extend the length of the childcare leave beyond the leave granted, but may be used during the childcare leave.

⁸⁴ CBA 1989 phrase "by the Employer" deleted by 88-91 MOU

⁸⁵ Parentheses around the CBA 1989 phrase "or the equivalent of ten days service" deleted by 88-91 MOU

⁸⁶ CBA 1989 phrase "upon the employee presenting to his/her Employer written evidence of jury service and a copy of the receipt of payment of his/her jury pay" deleted from the end of the sentence by 88-91 MOU

⁸⁷ CBA 1989 word "Employer" changed to "Society" by 88-91 MOU, pg. 11

The Society's past practices in granting leaves over six months cannot be considered in determining if any type of leave of absence should be granted.⁸⁸

C. Professional, library and curatorial staff shall be entitled to one-half day per month for gallery/library visits for research purposes and keeping abreast of developments in their field provided that they submit a written proposal to their department head, receive their department head's approval and use this time for the intended purpose.⁸⁹

D. In the event an employee has earned an advanced degree in a field related to his or her work at The New-York Historical Society and provided that that advanced degree has been approved by the President and further provided that the President in her sole discretion determines that the employee is in all other respects eligible, the President may consider the implementation of a differential if any, to be determined by the President and to be paid to the employee for having earned such degree.

E. An Education Trust Fund shall be established, for the benefit of both professional and non-professional union and non-union employees. The purpose of the Fund is to reimburse employees in whole or in part for education courses, in accordance with guidelines established by a joint committee of union and non-union employees.

The Fund shall initially be established for the 1992 contract year, in the amount of \$5000.00, through a combination of Employer resources and fundraising efforts. All subsequent contract years shall be funded solely through fundraising efforts,

⁸⁸ Last sentence added to CBA 1989 by 88-91 MOU, pgs. 11-12

⁸⁹ Last sentence of 88-91 MOU deleted by 6.3.92 MOA. "The Society¹ will contribute one-half percent (1/2 %) of its payroll for non-professional employees² up to a maximum of³ \$650.00/year,⁴ in each year of the agreement to the Education Trust Fund for the purpose of providing educational benefits to the⁵ members.

1. CBA 1989 word "Employer" changed to "Society" by 88-91 MOU

2. CBA 1989 phrase "who are members of the bargaining unit" deleted by 88-91 MOU

3. CBA 1989 phrase "six hundred fifty dollars" deleted by 88-91 MOU

4. Phrase "/year" added to CBA 1989 by 88-91 MOU

5. CBA 1989 word "these" changed to "the" by 88-91 MOU

with a \$5000.00 goal. The joint committee shall provide for fair distribution of the monies at the end of each contract year to such number of employees as it shall determine, and for such courses as it determines are eligible for reimbursement.⁹⁰

24. BEREAVEMENT LEAVE

All bargaining unit employees shall be allowed five (5) days with pay for the purpose of attending the funeral or performing the religious or traditional observances on the occasion of the death of a parent, grandparent, spouse, child, brother, sister, domestic partner⁹¹ and two (2) days for the death of a mother-in-law or father-in-law. Additional time may be taken from vacation.

25. ADJUSTMENT OF DISPUTES

Adjustment of all complaints, disputes, controversies and grievances of any kind or nature arising between the Employer and the Union concerning the interpretation, operation, application, or performance of the terms of this Agreement or any complaint, dispute, controversy, or grievance involving a claimed breach of any term or condition of this Agreement shall be undertaken in accordance with the following procedure:

Step 1: - Within a reasonable time, the employee having a grievance and/or his/her Union delegate or his/her representative shall take up the grievance with his/her immediate supervisor. The Employer shall give its answer to the employee and his/her Union delegate or other representative within five (5) working days after the presentation of the grievance.

Step 2: - If a grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer to Step 1, be presented in Step 2. When grievances

⁹⁰ Sub-section E added to CBA 1989 by 6.3.92 MOA

⁹¹ Words "domestic partner" added to the CBA 1989 by the 2006 MOA

are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative and presented to the Employer's President who shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

Failure on the part of the Employer to answer a grievance at this or any other step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

Any disposition of the grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Step 3: - A grievance which has not been resolved hereunder may within fifteen (15) working days after the completion of Step 2 of the grievance procedure, be referred for arbitration by either the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the voluntary labor arbitration rules then prevailing by the American Arbitration Association. The parties may, by mutual agreement, proceed to arbitration under the auspices of the Federal Mediation and Conciliation Service pursuant to the procedures of that Service.

Fees and expenses of the American Arbitration Association or the Federal Mediation and Conciliation Service and the Arbitrator shall be borne equally by the parties.

The decision of the Arbitrator hereunder shall be final and binding upon the Employer, the Union and the employee. The Arbitrator shall not under any circumstances have power to add to, subtract from or modify any of the terms of this Agreement.

The time limits herein may be extended by mutual written agreement of the parties.

26. THE UNION AS A PARTY AT INTEREST

The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceful and constructive relationship between them and the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this Agreement for the discussion and determination of grievances and disputes, and it would detract from the relationship if individual employees or groups of employees would either, as individuals or groups, seek to interpret or enforce this Agreement on their own initiative or responsibility. No individual workers may initiate any arbitration, proceeding or move to vacate an award.

27. NO STRIKE – NO LOCKOUT

For the duration of this Agreement, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate, ratify or condone any strike, sympathy strike, sitdown, slowdown, cessation, stoppage of work, boycott, picketing, or other interference with or interruption of work at the Employer's operation. Any violation of this clause shall be subject to the arbitration provisions of this Agreement. The Union shall also, at the request of the Employer, in the event of an unauthorized strike or stoppage:

- A. Publicly disavow any such action by employees.
- B. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.

C. Advise the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

In consideration of this no-strike pledge by the Union for the duration of this Agreement, the Employer shall not lock out its employees.

28. SAVINGS CLAUSE

If any term, provision or condition of this Agreement is held to be unlawful, illegal or in violation of law, the parties will confer in an effort to agree upon suitable substitutions therefore. In the event the parties are unable to agree, the dispute shall be subject to the arbitration provision contained in this Agreement.

If any of the provisions of this Agreement are adjudicated to be unlawful, illegal or in violation of any existing law, no other portion, provision or article of this Agreement shall be invalidated or such adjudication relieve either of the parties hereto from their rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto except insofar as the same is made unlawful, illegal or in violation of the law.

29. MODIFICATION

It is understood that this Agreement may not be modified without the joint written consent of the Union and the Employer.

30. MANAGEMENT'S PREROGATIVES

Except as is in this Agreement otherwise specifically and expressly (but not by inference or implication) provided, the Employer retains the exclusive right to exercise its legal and customary functions of management including, but not limited to, the following functions which are recognized as belonging exclusively to the Employer:

The right to hire, fire (subject to the terms herein), direct and schedule the working force; to plan, direct and schedule operations; to discontinue or reorganize or combine any department or branch of operations; to layoff in accordance with the seniority provisions hereof; to promote and to transfer; to promulgate rules and regulations not inconsistent with the terms hereof; to maintain efficiency; to determine general business practices and policies and, in all respects, to carry out, in addition, the ordinary and customary functions of management whether or not exercised by the Employer prior to the execution of this Agreement.

31. NEW TECHNOLOGY

Where new technology is introduced by the Employer which results in jobs being altered or replaced, if in the sole estimation of the Employer, the employees whose jobs have been altered and/or replaced are trainable and suitable to operate the new machinery the Employer will use its best efforts to train those employees. Those employees who are selected for training purposes in the areas of new technology shall serve a training period of three (3) months from the date that they are assigned to those new jobs. In the event that during or at the expiration of this training period the employee is unable to perform the work to the Employer's satisfaction, he or she may be laid off by the Employer.

The Employer will use its best efforts to provide reasonable notice in advance if new technology is introduced. Such notice will include:

- A. nature of the change
- B. job titles of affected employees
- C. anticipated date of change
- D. summary description of the location of the automation and the effects of personnel to the extent known.

32. SAFETY SHOES

The Employer shall pay for and provide safety shoes at a cost of no more than one hundred dollars (\$100.00)⁹² per year to the employees named in Side Letter C, which is annexed hereto, provided that:

- (1) The employer shall not be required to provide more than one pair per year and;
- (2) provided that such safety shoes will be replaced at the end of the year, only if a new pair is needed.

33. CREDIT UNION

A. Upon written notice from the District 65 Credit Union, the Employer will deduct all Credit Union payments as provided for in the authorization form set forth below, upon condition that at the time of such notice, the District 65 Credit Union shall furnish the Employer with a written authorization executed by the worker in the following form:

“I hereby authorize and direct my Employer to make deductions from my salary each pay period and transmit monthly such amount to the District 65 Credit Union, 13 Astor Place, New York, New York 10003, to be credited towards my Credit Union Account. This authorization shall be effective until revoked upon thirty (30) days written notice to the Employer.”

B. The Employer agrees that upon individual authorization from members, periodic credit union payments shall be deducted by the Employer from the members pay each pay period and forwarded to the Credit Union within seven (7) days after the last pay period of each month.

⁹² CBA 1989 phrase “forty dollars (\$40.00)” changed to “one hundred dollars (\$100.00)” by 2001 MOA

C. The Employer will notify the Union promptly of any revocation of such authorization received by it.

34. PART-TIME EMPLOYEES

A. Except as otherwise specifically provided, part-time employees shall receive all wage increases⁹³ and all vacation day, holiday, personal day, and sick day benefits on a pro-rated basis. Specifically, part-time employees shall accrue vacation day, holiday and personal day benefits on a pro-rated basis and shall be paid out at the end of each calendar quarter for these benefits at their hourly rate or pay. Part-time employees shall also accrue sick day benefits on a pro-rated basis and shall be credited with such benefits at the end of each calendar quarter. The Society shall begin to pay out and credit a part-time employee for the foregoing pro-rated benefits once he or she has worked a total of 250 hours, calculated from thirty (30) days after the employee commences work at the Society. After working 250 hours, the Society shall retroactively pay and credit the part-time employee with the foregoing pro-rated benefits for the 250 hours worked. If a part-time employee leaves employment at the Society prior to the completion of a quarter, the employee shall be paid out pro-rate for vacation days, personal days, the holidays falling during the portion of the quarter that the employee worked.

Vacation day, holiday, personal day, and sick day benefits shall be pro-rated as follows: Divide the number of hours the part-time employee worked during the quarter by 455 (i.e., the number of hours a full-time employee works during quarter) multiply that amount by the number of hours a full-time employee, with the same length of service, accrues for vacation days, holidays, personal days, and sick days in the given calendar quarter pursuant to this Agreement.

⁹³ Deleted CBA 1989 phrase "and all benefits provided for in the Agreement on a pro-rated basis" and added the 11.8.98 Agreement section from "and all vacation day" in first paragraph to "250 hour minimum set forth above" in the fifth paragraph

For example, a part-time employee who has worked for the Society for more than 250 hours and more than one year and who works 227.5 hours in a calendar quarter which has one holiday, would be paid out for 8.75 hours of vacation days $[(227.5 \text{ hours}/455 \text{ hours}) * (70 \text{ hours}/4 \text{ quarters})]$, 3.5 hours of personal days $[(227.5 \text{ hours}/455 \text{ hours}) * (28 \text{ hours}/4 \text{ quarters})]$, 3.5 hours of holidays $[(227.5 \text{ hours}/455 \text{ hours}) * (7 \text{ hours})]$, and would be credited with 10.5 hours of sick leave $[(227.5 \text{ hours}/455 \text{ hours}) * (84 \text{ hours}/4 \text{ quarters})]$.

The Society and Local 2110 hereby agree that the Society will provide the vacation, holiday, personal and sick day benefits described above to part-time employees retroactive to January 1, 1998. The parties recognize that the Society has paid certain part-time employees one and one-half times their regular hourly rate of pay for hours worked on holidays when the Society was open to the public, and the parties agree that the retroactive payments described above shall be offset by the amounts such employees were paid in excess of their regular hourly rate of pay during those hours. Once the parties execute this Sideletter, the Society shall pay part-time employees at their regular hourly rate of pay for hours worked on holidays when the Society is open to the public. The Society shall make the retroactive payments provided for in this Sideletter within thirty (30) business days after this Sideletter is executed by the parties.

In addition, the Society and Local 2110 hereby further agree that part-time employees on the Society's payroll as of the date of the execution of this agreement will not be subject to the 250 hour minimum set forth above.⁹⁴

B. All part-time employees on the payroll as of the date this Agreement is ratified will continue to receive all welfare benefits on the same basis as they have received them in the past, except that they shall receive an additional twenty dollar (\$20.00) bonus each month in lieu of dental benefits.

⁹⁴ Section from "and all vacation day" in first paragraph to "250 hour minimum set forth above" added to CBA 1989 by 11.8.98

C. All part-time employees working twenty-five (25) or more hours who are hired after the date the Agreement is ratified will receive individual hospital and individual major medical coverage but will not receive any dental, disability or life insurance benefits. All part-timers working less than twenty-five (25) hours per week and hired after the date this Agreement is ratified will receive no health, dental, disability or life insurance benefits.

D. Part-time employees will be allowed to contribute on a pre tax basis after probationary period of 3 months to a TIAA Cref SRA account based on a percentage only.⁹⁵

35. SUB-CONTRACTING

The Employer may continue to subcontract as it has heretofore and in emergency situations provided that no bargaining unit employee is displaced as a result of such sub-contracting.

36. RIGHTS OF EMPLOYEES PREPARING WRITTEN OR ARTISTIC MATERIAL

Employees who prepare written or artistic material for the Society will reserve all rights to that material excepting its initial and subsequent related use by the Society.

37. PROCEDURES FOR EXAMINING PERSONNEL FILES

An employee may review his or her personnel file in accordance with the following procedure:

⁹⁵ Sub-section added to CBA 1989 by 2004 MOA

1. Employee must make an appointment with the Director of Personnel
2. Employee's personnel file may be viewed in the presence of the Director of Personnel. Review of such file will take place in the Director of Personnel's office.
3. A reasonable time will be allowed for the employee to read his/her file.
4. Personnel files may not be removed from the Director of Personnel's office. (If employee wishes to hand copy information from his/her file, this will be allowed).
5. An employee may make a photocopy of material he or she wishes to respond to.

38. PENSION

The Employer shall continue to contribute five percent of base salary to TIAA on behalf of any bargaining unit employee with three or more years of seniority. Contributions by any employee will be on a voluntary basis. In the event the pension plan is altered or otherwise improved, the bargaining unit employees shall receive the same level of improvements as any other employee of the Employer under the plan.

40. DURATION OF THIS AGREEMENT

This Agreement shall go into effect as of January 1, 1989 and shall continue in full force and effect until December 31, 1991 and it shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other by Certified Mail, at least sixty (60) days prior to the expiration of this Agreement, that changes in the Agreement are desired.

IN WITNESS HEREOF, we have hereunto set our respective hands and seals, the day and year first above written.

41. MISCELLANEOUS⁹⁶

The New-York Historical Society shall investigate the feasibility of instituting the TransitCheck program and shall implement a TransitCheck program if such program can be implemented without undue administrative burden to The New-York Historical Society.⁹⁷

⁹⁶ Heading added to CBA 1989 by 2001 MOA

⁹⁷ Section added to CBA 1989 by 2001 MOA

January 1, 1989

Ms. Maida Rosenstein
District 65, U.A.W.
13 Astor Place
New York, New York 10003

Dear Ms. Rosenstein:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between District 65, U.A.W. and The New-York Historical Society, effective January 1, 1989 through December 31, 1991 the ("Agreement").

It is hereby agreed between the New-York Historical Society and District 65 that the provisions of Article 16 of the Agreement with respect to vacation entitlement shall be applied so that Nelson Dominguez shall receive the vacation which Professional Employees receive based upon their length of employment with The New-York Historical Society in accordance with the provisions of the Agreement.

If the foregoing accurately sets forth our agreement, please indicate your acceptance in the signature provided below.

January 1, 1989

Ms. Maida Rosenstein
District 65, U.A.W.
13 Astor Place
New York, New York 10003

Dear Ms. Rosenstein:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between District 65, U.A.W. and The New-York Historical Society, effective January 1, 1989 through December 31, 1991 (the "Agreement").

It is agreed that nothing in the Agreement is intended to diminish the Union's rights regarding any new job classifications that are not expressly set forth in paragraph 1(A) of the Agreement.

If the foregoing accurately sets forth our agreement, please indicate your acceptance in the signature provided below.

January 1, 1989

Ms. Maida Rosenstein
District 65, U.A.W.
13 Astor Place
New York, New York 10003

Dear Ms. Rosenstein:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between District 65, U.A.W. and The New-York Historical Society, effective January 1, 1989 through December 31, 1991 (the "Agreement").

It is agreed that notwithstanding the provisions of Article 1(A) of the Agreement, the position of associate curator of decorative arts currently held by Nina Gray shall not be a covered position until such time as the position becomes vacant and is subsequently filled by another individual.

If the foregoing accurately sets forth our agreement, please indicate your acceptance in the signature provided below.

July 1, 1989

Ms. Maida Rosenstein
District 65, U.A.W.
13 Astor Place
New York, New York 10003

Dear Ms. Rosenstein:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between District 65, U.A.W. and The New-York Historical Society, effective January 1, 1989 through December 31, 1991 (the "Agreement").

It is agreed that the bargaining unit shall include: Margaret Heilbrun in her position as manuscript cataloguer; Adria Quinones in her position as Systems/Maintenance Administrator; Suzanne Fateh-Tehrani in her position as Assistant Registrar; Sheila Diamond in her position as Inventory Specialist; and Patricia Paladines in her position as Photolab Technician/Print Room Assistant.

Notwithstanding Articles 11(A) and 11(D) of the Agreement, the foregoing employees shall not receive a wage increase in 1989. However, in the event these employees received a wage increase since September, 1988 equal in 1989 to less than the negotiated increase for 1989 for bargaining unit employees, they shall receive the difference between that increase and the negotiated increase.

January 1, 1989

Ms. Maida Rosenstein
District 65, U.A.W.
13 Astor Place
New York, New York 10003

Dear Ms. Rosenstein:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between District 65, U.A.W. and The New-York Historical Society, effective January 1, 1989 through December 31, 1991 (the "Agreement").

It is agreed that in the event an insurance carrier for The New-York Historical Society is unwilling or unable to continue to provide insurance to members of the bargaining unit who are not full-time employees, the Society and the Union will meet to discuss this issue.

If the foregoing accurately sets forth our agreement, please indicate your acceptance in the signature provided below.

January 1, 1989

Ms. Maida Rosenstein
District 65, U.A.W.
13 Astor Place
New York, New York 10003

Dear Ms. Rosenstein:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between District 65, U.A.W. and The New-York Historical Society, effective January 1, 1989 through December 31, 1991 (the "Agreement").

It is hereby agreed that effective January 1, 1989 the annual full-time salaries for Maureen Carty-Facey and Genevieve Panzella shall be raised to \$15,808. They shall receive the increase referred to in Article 11(A) of the Agreement on top of their base salary as increased in this sideletter.

It is further agreed that effective January 1, 1989, Wendy Shadwell, Miguel Colon, Thomas Dunnings, William Gregg and Miguel Martinez will receive a one time wage increase of \$1,000.00. They shall receive the increase referred to in Article 11(A) of the Agreement on top of their base salary as increased in this sideletter.

In addition, it is agreed that the Employer and the Union will negotiate minimum rate for the Editor and Supervisor of Education and Member Services if these positions are filled.

If the foregoing accurately sets forth our agreement, please indicate your acceptance in the signature provided below.

January 1, 1989

Ms. Maida Rosenstein
District 65, U.A.W.
13 Astor Place
New York, New York 10003

Dear Ms. Rosenstein:

This letter is delivered to you simultaneously with the execution of the Collective Bargaining Agreement between District 65, U.A.W. and The New-York Historical Society, effective January 1, 1989 through December 31, 1991 (the "Agreement").⁹⁸

This is to confirm that Article 1C of the Collective Bargaining Agreement provides that a temporary employee remaining an employee of the Society beyond four months will become a member of the Union. It is further understood that, at that same time, this employee will be covered by all the terms and conditions of the Collective Bargaining Agreement.

If the foregoing accurately reflects your understanding, please have this document executed as the foot thereof, and return a copy for our files.

If the foregoing accurately sets forth our agreement, please indicate your acceptance in the signature provided below.

⁹⁸ Deleted paragraph referring to Article 1C and 17 by 88-91 MOU, which stated "This is [to] confirm that Article 1C of the Collective Bargaining Agreement provides that a temporary employee remaining an employee of the Society beyond four months will become a member of the Union. It is further understood that, at that same time, this employee will be covered by all the terms and conditions of the Collective Bargaining Agreement."

Appendix A. Special Additions to the Bargaining Unit⁹⁹

<u>Name</u>	<u>Position</u>
Margaret Heilbrun	Manuscript Cataloguer
Adria Quinones	Systems/Maintenance Administrator
Suzanne Fateh-Tehrani	Assistant Registrar
Sheila Diamond	Inventory Specialist
Patricia Paladines	Photolab Technician/Print Room Assistant

Provision 1.

In the event that any of the employees named above received a wage increase since September, 1988 equal in 1989 to less than the negotiated increase for 1989, they shall receive the difference between that increase and the negotiated increase.¹⁰⁰

Provision 2.

The parties agree to meet and discuss the inclusion within the bargaining unit of positions currently held by Ramon Curva and Monique Richards in sixty days from the ratification of the Agreement. If no agreement is reached within the following thirty days, the Union may file for arbitration.

Provision 3.

The parties agree to meet and discuss the inclusion within the bargaining unit of the position currently held by Leslie Ann Visconti. If no agreement is reached within the following thirty days, the Union may file for arbitration.

⁹⁹ From 88-91 MOU, pg. 9-10

¹⁰⁰ From 88-91 MOU. Pg. 11

Appendix B. Individual Salaries, Increases, and Negotiations

Provision 1.

Effective January 1, 1989 the annual full-time salary for Maureen Carty-Facey and Genevieve Panzella shall be raised to \$15,808. They shall receive the increases referred to paragraph 11(A) on top of their base salary as increased in this paragraph.¹⁰¹

Provision 2.

Effective January 1, 1989, Wendy Shadwell, Miguel colon, Thomas Dunnings, William Gregg and Miguel Martinez will receive a one time wage increase of \$1,000.00. They shall receive the increase referred to in paragraph 11(A) on top of their base salary as increased in this paragraph.¹⁰²

Provision 3.

In addition to the above increases, employees Mariam Touba and Patricia Paladines shall receive a one time increase in annual salary effective January 1, 1992 in the amounts of \$1000.00 and \$500.00 respectively.¹⁰³

Provision 4.

The Employer and the Union agree to meet and negotiate concerning appropriate minimums and retroactive pay, if any, for the positions held by Laura Kaplan and Bobbie Fellows, which shall be based upon a review of the job descriptions for each position.¹⁰⁴

¹⁰¹ Provision set by 88-91 MOU, pg 1.

¹⁰² Provision set by 88-91 MOU, pg. 2

¹⁰³ Provision set by 6.3.92 MOA, pg. 3

¹⁰⁴ Provision set by 6.3.92 MOA, pg. 4

Appendix C. Minimum Rates¹⁰⁵

Mechanics Assistant	\$26,530.20 ¹⁰⁶
Mail Clerk/Assistant Mail Controller	\$26,530.20 ¹⁰⁷
Switchboard/Receptionist	\$26,530.20 ¹⁰⁸
Coat Check (Visitor Services) ¹⁰⁹	\$23,176.78 ¹¹⁰
Cashier	\$23,176.78 ¹¹¹
Print Room Assistant	\$29,713.82 ¹¹²
Assistant Curator of Manuscripts	\$35,019.86 ¹¹³
Museum Store Assistant (Sales Associate) ¹¹⁴	\$26,530.20 ¹¹⁵
Photo Order Clerk	\$26,530.20 ¹¹⁶
Museum Technician (Art Handler) ¹¹⁷	\$31,836.24 ¹¹⁸
Painter	\$26,530.20 ¹¹⁹
Photographer	\$31,836.24 ¹²⁰
Reference Librarian ¹²¹	\$33,958.66 ¹²²
Cataloguer (Library)	\$33,958.66 ¹²³
Newspaper Librarian	\$36,081.07 ¹²⁴

¹⁰⁵ Original data and list from 88-91 MOU, amended in 2004 MOA
¹⁰⁶ 88-91 MOU salary "\$16,000" changed to "\$25,000" by 2004 MOA
¹⁰⁷ 88-91 MOU salary "\$16,000" changed to "\$25,000" by 2004 MOA
¹⁰⁸ 88-91 MOU salary "\$16,000" changed to "\$25,000" by 2004 MOA
¹⁰⁹ Phrase "(Visitor Services)" added to 88-91 MOU by 2004 MOA
¹¹⁰ 88-91 MOU salary "\$14,000" changed to "\$21,840" by 2004 MOA
¹¹¹ 88-91 MOU salary "\$15,500" changed to "\$21,840" by 2004 MOA
¹¹² 1. 88-91 MOU salary "\$18,000" changed to "\$26,000" by 2004 MOA
 2. 2004 MOA salary "\$26,000" changed to "\$28,000" by 2006 MOA for 2007
¹¹³ 1. 88-91 MOU salary "\$18,500" changed to "\$31,000" by 2004 MOA
 2. 2004 MOA salary "\$31,000" changed to "\$33,000" by 2006 MOA for 2007
¹¹⁴ Phrase "(Sales Associate)" added to 88-91 MOU by 2004 MOA
¹¹⁵ 88-91 MOU salary "\$17,000" changed to "\$25,000" by 2004 MOA
¹¹⁶ 88-91 MOU salary "\$17,000" changed to "\$25,000" by 2004 MOA
¹¹⁷ Phrase "(Art Handler)" added to 88-91 MOU by 2004 MOA
¹¹⁸ 88-91 MOU salary "\$19,000" changed to "\$30,000" by 2004 MOA
¹¹⁹ 88-91 MOU salary "\$18,000" changed to "\$25,000" by 2004 MOA
¹²⁰ 88-91 MOU salary "\$20,500" changed to "\$30,000" by 2004 MOA
¹²¹ Word "Cataloguer" deleted from 88-91 MOU title by 2004 MOA. Made a separate category.
¹²² 1. 88-91 MOU salary "\$21,000" changed to "\$30,000" by 2004 MOA
 2. 2004 MOA salary "\$30,000" changed to "\$32,000" by 2006 MOA for 2007
¹²³ 1. Complete row of information added to 88-91 MOU by 2004 MOA
 2. 2004 MOA salary "\$30,000" changed to "\$32,000" by 2006 MOA for 2007
¹²⁴ 1. 88-91 MOU salary "\$21,000" changed to "\$32,000" by 2004 MOA

Engineer	\$37,672.88 ¹²⁵
Assistant Library Reference	\$29,713.82 ¹²⁶
Assistant Manager, Museum Store	\$35,550.47 ¹²⁷
Mechanic	\$31,836.24 ¹²⁸
Assistant Museum Curator	\$39,795.30 ¹²⁹
Assistant Director, Public Relations	\$33,958.66 ¹³⁰
Volunteer Coordinator	\$36,611.68 ¹³¹
Head Cataloguer	\$39,264.70 ¹³²
Curator of Prints	\$39,264.70 ¹³³
Curator of Manuscripts	\$24,407.78
Manuscript Reference Assistant	\$30,032.19 ¹³⁴

Provision 1.

The parties agree to negotiate a minimum rate for the Editor and Supervisor of Education and Member Services if these positions are filled.¹³⁵

Provision 2.

The minimum pay rate for newly hired Employees in positions in the Employer's Store and Visitor Services departments, i.e., cashier, coat check, visitor service associate, store sales associate, will be twelve dollars per hour (\$12.00). After such Employees have worked for the Employer for one year, that Employee's pay rate will be increased to no

2. 2004 MOA salary "\$32,000" changed to "\$34,000" by 2006 MOA for 2007
¹²⁵ 1. 88-91 MOU salary "\$21,000" changed to "\$33,500" by 2004 MOA
2. 2004 MOA salary "\$33,500" changed to "\$35,500" by 2006 MOA for 2007
¹²⁶ 88-91 MOU salary "\$21,000" changed to "\$28,000" by 2004 MOA
¹²⁷ 88-91 MOU salary "\$21,000" changed to "\$33,500" by 2004 MOA
¹²⁸ 88-91 MOU salary "\$22,000" changed to "\$30,000" by 2004 MOA
¹²⁹ 1. 88-91 MOU salary "\$22,000" changed to "\$35,500" by 2004 MOA
2. 2004 MOA salary "\$35,500" changed to "\$37,500" by 2006 MOA for 2007
¹³⁰ 88-91 MOU salary "\$22,000" changed to "\$32,000" by 2004 MOA
¹³¹ 88-91 MOU salary "\$22,000" changed to "\$34,500" by 2004 MOA
¹³² 1. 88-91 MOU salary "\$23,000" changed to "\$35,000" by 2004 MOA
2. 2004 MOA salary "\$35,000" changed to "\$37,000" by 2006 MOA for 2007
¹³³ 1. 88-91 MOU salary "\$23,000" changed to "\$35,000" by 2004 MOA
2. 2004 MOA salary "\$35,000" changed to "\$37,000" by 2006 MOA for 2007
¹³⁴ 1. Complete row of information added to 88-91 MOU by 2004 MOA
2. 2004 MOA salary "\$27,300" changed to "\$28,300" by 2006 MOA for 2007
¹³⁵ 88-91 MOU. Pg. 4

less than \$13.25. The new hire minimum rate and one-year-plus rates stated above will be effective during the entire term of this Agreement and will not be adjusted by the annual minimum increases set forth in 11(G). Once elevated to the \$13.25 base rate, the employee will be eligible for all subsequent wage increases set forth in 11(A) – 11(E).¹³⁶

Provision 3.

Minimum pay rates for the following positions will be increased by two thousand dollars (\$2,000) effective January 1, 2007, in lieu of the 2% increase set forth in 11(G). The minimum rate will thereafter be adjusted according to 11(G) on January 1, 2008 and January 1, 2009.¹³⁷

- Reference Librarian
- Manuscript Reference Librarian
- Head Cataloguer
- Newspaper Librarian
- Print Room Reference Librarian
- Cataloguer
- Assistant Curator of Manuscripts
- Curator of Prints
- Assistant Museum Curator
- Engineer
- Visual Materials Archivist

Provision 4.

The minimum pay rate for the Manuscript Reference Assistant will be increased by one thousand dollars (\$1,000) on January 1, 2007 in lieu of the 2% increase set forth in section 11(G). The minimum rate will thereafter be adjusted according to section 11(G) on January 1, 2008 and January 1, 2009.¹³⁸

Provision 5.

¹³⁶ Provision added to CBA 1989 by the 2006 MOA

¹³⁷ Provision added to CBA 1989 by the 2006 MOA

¹³⁸ Provision added to CBA 1989 by the 2006 MOA

Effective January 1, 2007, Mariam Touba will receive an increase to her base salary of five thousand dollars (\$5,000) and Miguel Colon will receive an increase to his base salary of two thousand five hundred dollars (\$2,500). Touba and Colon will receive the annual increases in sections 11(B) – 11(E) thereafter (but not the increase provided in section 11(A)).¹³⁹

¹³⁹ Provision added to CBA 1989 by 2006 MOA

Appendix D. Original Vacation Data

Professional Vacation Entitlement

Professional Employees:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
One (1) year but less than five (5) years	15 days
Five (5) years but less than 10 (10) years	20 days
Ten (10) years but less than fifteen (15) years ¹⁴⁰	22 days
Fifteen (15) years or more ¹⁴¹	25 days ¹⁴²

Non-Professional Vacation Entitlement

Non-professional Employees

<u>Length of Service</u>	<u>Vacation Entitlement</u>
One (1) year but less than five (5) years	10 days
Five (5) years but less than ten (10) years	15 days
Ten (10) years but less than fifteen (15) years ¹⁴³	18 days
Fifteen (15) years or more ¹⁴⁴	21 days ¹⁴⁵

¹⁴⁰ Added phrase "but less than fifteen (15) years" and deleted "or more" to CBA 1989 by 6.3.92 MOA

¹⁴¹ Category added. 6.3.92 MOA phrase "fifteen (15) years or more" added to CBA 1989

¹⁴² Phrase "25 days" added to CBA 1989 by 6.3.92 MOA

¹⁴³ Added phrase "but less than fifteen (15) years" and deleted "or more" to CBA 1989 by 6.3.92 MOA

¹⁴⁴ Category added. Phrase "fifteen (15) years or more" added to CBA 1989 by 6.3.92 MOA

¹⁴⁵ Phrase "21 days" added to CBA 1989 by 6.3.92 MOA

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