

As per file

SAFE

MEMORANDUM OF AGREEMENT

Memorandum of Agreement made and entered this 3 day of ~~May~~ ^{June}

*MR
6/3/92
B.D.
6/15/92*

1992, by and between The New-York Historical Society, 170 Central Park West, New York, New York 10024 (the "Employer") and District 65, U.A.W.,

13 Astor Place, New York, New York 10003 (the "Union") for and on behalf

*ML 6/19/92
SD 6/15/92*

of itself, its members now employed ^{or hereafter to be employed by the Employer U} and collectively designated as employees.

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WHEREAS, the collective bargaining agreement dated August 16, 1989 between the Employer and the Union expired by its terms on December 31, 1991, and was extended pending negotiations for a new agreement;

WHEREAS, the Employer and the Union now desire to enter into a new collective bargaining agreement;

NOW, THEREFORE, it is agreed as follows:

1. The collective bargaining agreement dated August 16, 1989 shall be renewed for a period of three years through and including December 31, 1994, with only the changes and modifications set forth herein.

2. Section 2, paragraph A is amended to include the following additional sentence at the end of the paragraph:

"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. Section 5, paragraph C (ii) is amended to read as follows:

"(ii) All layoffs shall be in inverse order of seniority within similar job classifications in each department. [The last person hired shall be the first laid off provided that the senior employees have the qualifications to do the work.] The Employer's determination in this regard shall be based upon the ability of the individual involved without regard to favoritism. The Employer agrees to provide the Union with three weeks 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 similar job classifications in each department 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."

MR 6/2/92 4. Section 11 is amended to read as follows:

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"A. Effective January 1, 1992, all ~~full~~^otime employees who are members of the bargaining unit as of that date and on the payroll as of that date shall receive a four percent wage increase, or an increase of \$20.00 per week, whichever is greater.

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"B. Effective January 1, 1993, all ~~full~~time employees who are members of the bargaining unit as of that date and on the payroll as of that date shall receive a four percent wage increase, or an increase of \$20.00 per week, whichever is greater.

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"C. Effective January 1, 1994, all ~~full~~time employees who are members of the bargaining unit as of that date and on the payroll as of that date shall receive a four percent wage increase, or an increase of \$20.00 per week, whichever is greater.

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"D. 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 who it feels are deserving of such increases. The Employer's decision in this regard shall be final and binding.

"E. The minimums shall be increased by the same amounts and at the same time as the wage increases set forth above.

"F. 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.

"G. 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."

5. Section 16, paragraph A, is amended to increase the vacation entitlement for persons with fifteen years or more of service, and shall read as follows:

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

Professional Employees:

Length of Service

Vacation Entitlement

NR 6/2/92 One (1) year but less than five (5) years

Five (5) years but less than ten (10) years

Ten (10) years but less than fifteen (15) years

Fifteen (15) years or more

15
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~~18~~ days
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20 days

22 days

25 days

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	18 days
Fifteen (15) years or more	21 days

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.

6. Section 23, paragraph C, is amended to eliminate the prior Education Trust Fund, by deleting the following sentence:

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RED 6/5/92
The Employer will ^{max} ~~continue~~ ^{contribute} *6/2/92 2006/15/92* one-half percent (1/2%) of its payroll for non-professional employees who are members of the bargaining unit, up to a maximum of six hundred fifty dollars (\$650.00), in each year of the agreement to the Education Trust Fund for the purpose of providing educational benefits to these members.

7. Section 23, paragraph E is added to provide for a new Education Trust Fund, as follows:

"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, ~~related to their work performed~~ *wa 6/2/92*
~~for the Employer.~~ *MR 6/2/92*
RD 6/15/92

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, 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."

8. It is expressly understood that all provisions of this Memorandum of Agreement are subject to ratification.

IN WITNESS WHEREOF, we have executed this Memorandum of Agreement

MLR
6/3/92 this 3rd day of ~~May~~ ^{June}, 1992.
BRD 6/15/92

THE NEW-YORK HISTORICAL SOCIETY

By: *Julia K. Debo*
6/15/92

District 65, U.A.W.

By: *Mail Rosen*

Bill Gray

Val T. Hyatt

May A. Stone

