

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") made and entered into by and between The New-York Historical Society ("Employer") and Local 2110, UAW ("Union") shall extend the current collective bargaining agreement ("CBA"), which expired on December 31, 2009, through December 31, 2012, except as modified herein:

1. Wages: Wages shall be increased in accordance with the following schedule:
 - Effective 1/1/11: three percent (3%)
 - Effective 1/1/12: three percent (3%)
2. Pension: For the period from April 1, 2010 through December 31, 2012, the Employer shall contribute three percent (3%) of gross pay to TIAA on behalf of employees eligible for the pension plan under the parties' collective bargaining agreement. Upon the expiration of this agreement at midnight on December 31, 2012, the contribution rate shall return to seven and one-half percent (7.5%).
3. Health Coverage: The Union represents that the following changes are being made to the Emblem (GHI) medical plan, to be implemented as soon as feasible:
 - a. Out-of-network deductible will be \$500/\$1000 for individual/family coverage.
 - b. Retail pharmacy co-payments will be \$10/\$20/\$50. Mail order pharmacy co-payments will remain unchanged.
 - c. Office visit/lab copayments will be \$20.
 - d. Office visit/lab copay for dependent children will be free (\$0).
4. Dental/Vision Coverage: Bargaining unit members employed by the Employer prior to the date of ratification of this Agreement will be grandparented at zero contributions to premiums (for individual or family coverage) for the Employer-provided dental/vision plan. Employees hired post-ratification will contribute to premiums on the same basis as all other employees in the Employer's plan, as that plan may be changed from time to time, without obligation to bargain. The Employer will refund dental premium contributions to Eugene Schmidt and Carl Jamison for family dental premium contributions they made in 2009 and 2010. The Union will withdraw with prejudice the arbitration concerning this matter.

5. Scheduling and Hours:

- a. The Employer may schedule employees to work on Christmas Eve and New Year's Eve day after 12:00 noon upon three weeks notice to the affected employees and to the Union. Hours worked after 12:00 noon will be paid at time-and-a-half.
 - b. In the event that the Employer alters its regular hours of operation and requires changes in shifts as a result, Employer may alter employees' regular work schedule upon thirty days notice. The Employer and the Union will meet at least 60 days in advance of the re-opening (expected to be in November 2011) to discuss staffing levels, shift schedules and conversion of part-time positions to full-time. The parties agree that bargaining history arising out of 2009-10 negotiations concerning this matter will not be introduced in any arbitration or other proceeding.
6. Conversion to Full-Time Position: The position in Manuscripts held by Tammy Kiter shall be increased to a full time position as soon as practicable after ratification.
7. Job Security:

- a. The Employer agrees not to lay off any bargaining unit members in 2010. Thereafter, the Employer shall make good faith efforts to avert layoffs, using means such as temporary assignments to other areas, attrition and voluntary layoffs. On a non-precedential basis, the Employer may assign work that may fall outside the scope of the jurisdiction of the parties' collective bargaining agreement. Such assignments shall not affect the scope of the union's jurisdiction under the parties' collective bargaining agreement and both parties reserve their rights as to whether certain work and/or positions are within the Union's jurisdiction.
- b. The Employer shall provide at least sixty (60) days notice of layoffs during 2011 or until the re-opening (currently scheduled to be in 2011), whichever is later. Affected employees will retain recall rights until at least the date that the Society is fully re-opened following the construction project planned for 2011.
- c. Employees laid off during the term of this Agreement (i.e., on or before December 31, 2012) will receive severance according to the provisions of the parties' collective bargaining agreement, with the following enhancements:
 - i. Employees with at least one (1) year but less than four (4) years of seniority will receive an additional three (3) weeks of pay;
 - ii. Employees with at least four (4) years but less than eight (8) years of seniority will receive an additional four (4) weeks of pay;

- iii. Employees with at least eight (8) years but less than twelve (12) years of seniority will receive an additional five (5) weeks of pay; and
 - iv. Employees with at least twelve (12) years of seniority will receive an additional six (6) weeks of pay.
 - d. Part-time employees' severance pay shall be based on their highest annual average weekly hours during the preceding three years.
 - e. Holly Overton, Devin Leonardi and Sarah Koehler, who were hired for a stated term in connection with the Lincoln exhibition, and the Union will be given at least five (5) weeks of notice of layoff, but will not have the no-layoff protections, severance or recall rights, in the remainder of this paragraph.
8. **Sick Leave:** NYHS will provide employees (full- and part-time) with an accounting of their sick leave accrual.
9. **Ratification:** It is understood and agreed that this Agreement is subject to ratification by each of the parties hereto and shall become effective upon ratification.

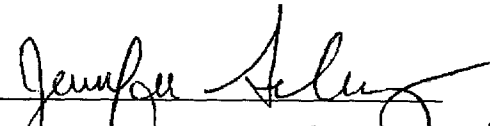
The parties agree to include in the final contract any language that may be necessary as a result of their agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on March 23, 2010.

LOCAL 2110, UAW

By: 

THE NEW-YORK HISTORICAL SOCIETY

By: 
Jennifer Selig
General Counsel & Chief
Administrative Officer