

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE NEW-YORK HISTORICAL SOCIETY AND DISTRICT 65, U.A.W.

(January 1, 1989 through December 31, 1991)

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1989

AGREEMENT made this 16<sup>th</sup> day of August 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:

W I T N E S S E T H

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

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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. 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.

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.

## 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.

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.

### 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 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.

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

i. 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.

ii. 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 each classification (or similar job classifications within the library only). [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 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 each job classification (or similar job classifications within the library only) 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.

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 such notice from the Employer. 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.

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, but less than four (4) years of employment	10 days
four (4) years, but less than eight (8) years of employment	15 days
eight (8) years or more of employment	20 days

B. An employee who is recalled from layoff shall be eligible to receive severance pay in the event of a subsequent layoff, based on his/her length of service after the employee returned to work from the layoff.

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.

11. WAGES

A. Effective January 1, 1989, all 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.

B. Effective July 1, 1989, all employees who are members of the bargaining unit and on the payroll as of that date, will receive a two percent wage increase.



C. Effective January 1, 1990, all employees who are members of the bargaining unit and on the payroll as of that date will receive a five percent wage increase.

D. Effective January 1, 1991, all employees who are members of the bargaining unit and on the payroll as of that date will receive a five percent wage increase.

E. 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.

F. The minimums shall be increased by the same amounts and at the same times as the wage increases set forth above.

## 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 (8) hours per day, five (5) days per week, shall continue to work eight (8) hours per day 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 shall 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 (8) 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 Sunday and who is not regularly scheduled to work on Sunday, 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 Employer may require a

reasonable amount of overtime on Sundays for employees, however, the Employer 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 forty-five (45) days. Any unused accrued or accumulated sick leave in excess of forty-five (45) 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 or his/her scheduled starting time.

#### 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 and 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. HOLIDAYS

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 4th	Christmas Day
	Veterans' Day

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

B. An employee who is scheduled to work and works on 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 must give more than the required twenty-four hours' notice.

#### 16. VACATIONS

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

##### 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 ten (10) years	20 days
Ten (10) years or more	22 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 or more	18 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.

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 (5) 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 Employer. Wherever possible, employees requesting two or more 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 the 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

Except as otherwise provided in this Agreement, the Employer 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.

21. JURY DUTY

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

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 Employer 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.

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. The Employer will contribute one-half percent ( $\frac{1}{2}\%$ ) 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.

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 the 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.

#### 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, 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

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 forty dollars (\$40.00) 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.

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 increases and all benefits provided for in the Agreement on a pro-rated basis.

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.

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.

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 subcontracting.

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:

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 (5%) 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.

### 39. NOTICE

Any notice provided for in this Agreement shall be given in writing to the Union at its New York Headquarters, 3 Astor Place, New York, New York and to the Employer at its place of business.



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.

THE NEW YORK HISTORICAL SOCIETY

BY: *Julius K. DeB*

DISTRICT 65, U.A.W.

By: *Marie Rosen*  
*Wendy Shadwell*  
*William Grege*



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

January 1, 1989

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

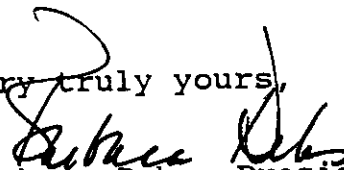
Dear Ms. Rosenstein:

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"), in accordance with Article 32 of such Agreement.

It is agreed that the Employer shall provide safety shoes at a cost of no more than \$40.00 per year to Miguel Colon, Miguel Martinez and Nelson Dominquez, provided that it shall be no more than one pair per year and further provided that one pair will only be replaced at the end of the year if a new pair is needed.

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

Very truly yours,

  
Barbara Debs, President  
The New-York Historical Society

Agreed to accepted by  
District 65, U.A.W.

By: Maida Rosenstein



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

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 notwithstanding the provisions of Article 1.A of the Agreement, the position of Photo Order Clerk presently held by Catherine Nayler 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 space provided below.

Very truly yours,

Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

By: Maida Rosenstein



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

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 Dominquez 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 space provided below.

Very truly yours,

Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

By: Maida Rosenstein



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

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 correctly sets forth our agreement, please indicate your acceptance in the signature space provided below.

Very truly yours,

Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

By: Maida Rosenstein



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

January 1, 1989

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

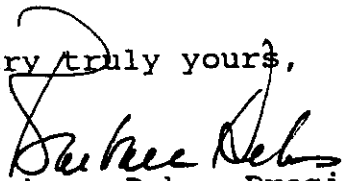
Dear Ms. Rosenstein:

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 correctly sets forth our agreement, please indicate your acceptance in the signature space provided below.

Very truly yours,

  
Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

By: Maida Rosenstein



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

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.



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

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 correctly sets forth our agreement, please indicate your acceptance in the signature space provided below.

Very truly yours,

Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

By: Mark Rosen





# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 873-3400

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.

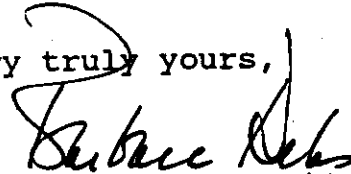
In addition, it is agreed that the Employer and the Union will negotiate a minimum rate for the Editor and Supervisor of Education and Member Services if these positions are filled.

The New-York Historical Society

Ms. Maida Rosenstein  
January 1, 1989  
Page 2

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

Very truly yours,



Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

By: Mark Rosenst



# The New-York Historical Society

170 Central Park West · New York NY 10024-5194 · (212) 878-3400

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").

This is 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 at the foot thereof, and return a copy for our files.

Very truly yours,

Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

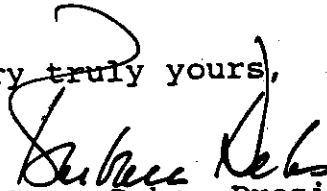
By: Maida Rosenstein

The New-York Historical Society

Ms. Maida Rosenstein  
January 1, 1989  
Page 2

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

Very truly yours,

  
Barbara Debs, President  
The New-York Historical Society

Agreed to and accepted by  
District 65, U.A.W.

By: Maida Rosenstein