

AGREEMENT made this 28th day of December, 1993 by and between GOOD OLD LOWER EAST SIDE, INC. (GOLES), 525 East 6th Street, New York, New York 10009, hereinafter called the "Employer", and Local 2110, U.A.W., 71 Fifth Avenue, 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 aforesaid as the only Union representing its employees, and agrees to deal collectively only with this Union.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties DO HEREBY AGREE AS FOLLOWS:

1. RECOGNITION

The Employer recognizes the Union as the only Union representing its employees and agrees to deal collectively only with this Union for and on behalf of its employees. The Employer agrees to recognize and deal with such representatives of the Union as the said Union may elect or appoint.

When employees are hired or transferred into a new classification or department, the Employer and Union shall meet to discuss their inclusion into the bargaining unit and negotiate the salary for such position.

2. UNION SECURITY

(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 those who are not members on the effective date of this Agreement shall become so no later than thirty (30) days following the effective date of this Agreement, or after they are hired, and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, no later than the thirtieth 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.

### 3. NEW WORKERS

(A) Whenever the Employer shall require new workers, he shall first offer employment to those of his workers who may have been laid off in accordance with the seniority provisions of this Agreement.

(B) The Employer agrees to inform the union employment office of the need for new workers, giving the following information: job title and description, specific qualifications (if any), and salary. The services of the union employment office are available to union and non-union members alike. Considerations such as union membership, union policies, by-laws or union constitutional provisions do not play any part in the selection of applicants. The acceptance or rejection of any applicant shall be exercised by the Employer on the basis of standards, such as efficiency, experience, skills, and training.

(C) If the union employment office fails to supply workers to the Employer within five (5) working days after such request was made, the Employer may interview prospective employees from any other employment office or source.

(D) Any new organizer shall serve a probationary period of four (4) months before he/she shall be considered a regular employee. All other employees shall serve a probationary period of eight (8) weeks.

(E) The Employer agrees to notify the Union concerning the hiring of any claimed exempt employee in any department covered by this Agreement.

### 4. SENIORITY

(A) All organizers employed for a period exceeding four (4) months and all other employees employed for a period exceeding eight (8) weeks shall be considered regular employees and shall be entitled to seniority rights. All layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off. The Employer agrees to give ten (10) days advance notice of layoff. In the event that additional employees shall be needed, all persons previously laid off shall be rehired in the order of seniority, i.e., the last person laid off shall be the first person to be rehired, provided the recalled person is qualified to do the work. Recall rights shall expire after eighteen (18) months of layoff.

(B) Stewards and Local Officers shall be entitled to top seniority.

#### 5. BASIC CREW

The Employer agrees to maintain a staff of at least three (3) employees. Should the Employer find it financially necessary to operate with less than a staff of three, the Union shall be notified and the matter shall be discussed between the parties and the reasons for the Employer's position be given to the Union. Any dispute over staffing below three employees shall be submitted to arbitration in accordance with the provisions of this Agreement; the parties agree to expedited arbitration.

#### 6. DISCHARGE

(A) The Employer retains the right to discharge for just cause. In the event of a desire to discharge, the Employer shall notify the Union in writing in advance of such discharge.

(B) In the event of a disagreement between the Union and the Employer as to such discharge, the parties shall agree on a named arbitrator to expedite the arbitration process.

(C) Until such time as a ruling of the arbitrator shall be given, the employee shall be retained on the job.

(D) In the event of a discharge for theft, violence on the job, possession and/or use of contraband, or sexual harassment the Employer may summarily discharge the employee, who shall not be retained on the job pending the ruling of the arbitrator. The Employer shall immediately notify the Union of such discharge.

#### 7. LIQUIDATION

Should the Employer liquidate its business, in whole or in part, the Employer shall notify the Union at least four (4) weeks in advance and affected employees shall be retained on the job until liquidation is completed. If the advance notice is not given, employees shall be given severance pay in lieu of notice.

## 8. SEVERANCE PAY

Severance pay at the rate of two weeks for one year of service and three weeks for two or more years of service shall be paid under any of the following conditions:

- (A) In the event of the voluntary or involuntary liquidation of GOLES;
- (B) In the event of the permanent layoff of an employee;
- (C) If an employee is terminated because of physical disability.

An interest-bearing account shall be opened in \_\_\_\_\_, entitled "Severance Pay Fund for GOLES Employees" in which \$ \_\_\_\_\_ per week shall be deposited until there is enough money in the account to cover the severance liability of the Employer for all employees. This will be a "joint" account; the signature of one member of the bargaining unit (to be designated by the Union) and one person designated by the Employer shall be required in order for funds to be withdrawn from the account.

## 9. HOURS

(A) The regular working hours for full time employees under this Agreement shall be a full week of thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week, Monday to Friday inclusive. The regular working hours for part time employees shall be a minimum of fifteen (15) hours per week, Monday to Friday inclusive, but shall not exceed seven hours in any one day.

(B) The working hours shall be 10:00 a.m. to 6:00 p.m. The hours of daily employment shall be consecutive and may be interrupted for lunch only, which shall be a period of one (1) hour. It being the desire of the parties to provide flexible working hours, should the Employer and employee agree to change such hours, the Employer shall notify the Union in writing of such change. The Employer shall not unreasonably deny a request for a change in hours. Should an organizer need to attend a meeting that begins or ends after 6:00 p.m., the workday may be adjusted by mutual agreement between the Employer and the employee.

(C) Overtime shall not be compulsory. Should any employee work more than the regular scheduled hours in any one week, he/she shall receive comp time equal to the additional time worked. Saturday comp time shall be equal to the time worked; Sunday comp time shall be at time and one-half. No employee shall work on Saturday or Sunday without the Employer's approval. Comp time shall be taken during the pay period in which it is incurred, unless otherwise mutually agreed by the Employer and employee. An employee wishing to be paid for religious or personal holidays may accumulate the necessary comp time.

(D) Each employee shall be entitled to two (2) fifteen minute breaks each day, plus an additional fifteen minute break on payday to cash his/her check.

10. ATTENDANCE AT UNION MEETINGS

(A) Each bargaining unit employee shall be allowed two (2) hours per month, no more than once each month and no more than six (6) times each contract year, for the purpose of attending shop, local or other meetings called by the Union. It being the belief of the parties hereto that the prompt resolution of a grievance is of substantial benefit to the Employer, the steward shall be allowed reasonable time for handling grievances.

Union stewards and union local officers shall be allowed two (2) hours off once a month for three (3) additional meetings during any contract year.

(B) Due consideration of the Employer's work requirements shall be taken by the Union and not less than five (5) work days notice shall be given to the Employer by the Union of the scheduling of a meeting under this Article, except in unusual circumstances.

(C) No deduction in wages or salary or other benefits shall be made on account of such attendance by employees covered hereunder so long as attendance at such meeting or meetings is verified by the Union.

11. WAGES

(A) Hiring Rates:

Effective January 1, 1992, the hiring rate for employees shall be as follows:

Organizer	-	\$20,000
Administrative Assistant	-	\$28,000
Bookkeeper	-	\$10.00 per hour
Clerical Worker	-	\$8.00 per hour

When a new classification is established during the term of this Agreement, the parties agree to negotiate an appropriate rate for such new classification.

(B) Wage Increases

There shall be a wage reopener on July 1st in each year of the contract.

13. PENSION

(A) Effective July 1, 1993, the Employer shall establish a 403(b) pension plan.

(B) Effective July 1, 1993, the employer shall contribute an amount equal to six and one-half (6 1/2) percent of salary into the 403(b) pension plan on behalf of each employee who has been employed by G.O.L.E.S. for one year or more.

(C) Contributions into the 403(b) plan shall be immediately vested.

(D) For new employees there shall be a one year waiting period before they receive pension benefits. After one year the employee shall receive pension benefits as described in paragraphs "B" and "C" above.

### 13. VOLUNTEERS

The Employer may assign volunteers to assist the staff when deemed advisable for economic or community-relations reasons. The assignment of said volunteers shall be made in consultation with the bargaining unit. Under no circumstances shall volunteers be used to cause the layoff or otherwise displace or replace a bargaining unit member. Volunteers shall not be allowed to do bargaining unit work except in conditions of extreme economic hardships with specific agreement by the Union.

### 14. TEMPORARY EMPLOYEES

(A) The Employer may hire temporary employees so long as such hiring does not result in the displacement or replacement of any bargaining unit employee. The Employer shall inform the Union in writing of the hiring of any temporary employees. The period of temporary employment shall not exceed ninety (90) days, unless a specific extension has been agreed to by the Union.

(B) In the event individuals are hired to supervise longer-term projects as a result of special grants or contracts, the Employer and the Union agree to discuss this matter on a case-by-case basis to determine what, if any, union classification and salary shall apply.

### 15. FIXED FINANCIAL ARRANGEMENTS

It is specifically agreed that all wages, salaries, commissions and all other fixed financial arrangements and benefits of employees in effect at the date hereof or increased hereafter, shall not be reduced, nor the hours of employment increased by the Employer, anything contained in this Agreement to the contrary notwithstanding.

### 16. HOLIDAYS

(A) The Employer agrees to pay the employees full salary for the following holidays, as if they worked thereon: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Columbus Day, Election Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

(B) No employee shall be required to work on a holiday. In the event an employee shall work on a holiday with the consent of the Employer, he/she shall receive comp time at the rate of double time, in addition to his/her regular day's pay for the holiday.

(C) In the event a holiday falls on a non-working day, then the employee shall be entitled to an additional day off, with pay, on the following work day.

#### 17. VACATIONS

(A) All employees who have been employed for one year or less shall receive a vacation of one (1) day for each full month of employment. At the start of an employee's second year, he/she shall receive a vacation of thirteen (13) days. At the start of an employee's fourth year, he/she shall receive a vacation of fifteen (15) days. At the start of an employee's fifth year, he/she shall receive a vacation of twenty (20) days. At the start of an employee's eighth year, he/she shall receive a vacation of twenty-five (25) days. At the start of an employee's fifteenth year, he/she shall receive a vacation of twenty-seven (27) days. Part time employees shall receive pro-rated vacation. Vacation pay shall be given in advance of the vacation.

(B) The employee shall endeavor to give the Employer four (4) weeks advance notice of vacation. The Employer shall not, without the consent of the employee, change such date. Seniority shall prevail if there is a conflict due to multiple requests for the same vacation period.

(C) Should an employee become ill and/or is hospitalized while on vacation, the period of such verified illness or hospitalization shall be charged to his/her unused sick leave.

(D) If an employee is permanently separated from employment for any reason, he/she shall receive accrued vacation at the time of separation.

#### 18. SICK LEAVE

No employee shall be discharged because of absence due to illness or any other unavoidable cause. Employees shall be entitled to twelve (12) days sick leave in every contract year; any unused sick leave at the end of the contract year shall be carried over from one year to the next year. Part time employees shall be entitled to prorated sick leave. The Employer shall have the right to request medical documentation for absences over three (3) consecutive days.

#### 19. MEDICAL BENEFITS

The Employer agrees to maintain the medical benefits it currently provides as described in Prudential's Group Insurance Plan provided by the Employer to the Union, and agrees to pay full family coverage for employees who have a spouse and/or children. Should the current plan

increase its premiums in excess of ten (10%) percent, the parties agree to meet and discuss medical coverage.

The Employer shall provide medical benefits for part-time employees if the part-timer reimburses the Employer for that portion of time which he/she does not work (i.e., an employee who regularly works 3/5 of a week would reimburse the Employer for 2/5 of the premium cost).

#### 20. EDUCATION FUND

Effective the first day of the month following the signing of this Agreement, the Employer hereby agrees to pay one-half (1/2) of one percent (1%) of the total earning of all employees to the Local 2110 Education Fund for the purpose of enabling members of the Union to pursue their educational goals and for such other educational endeavors to be undertaken by the Union. The maximum salary on which the percentage shall be paid is \$15,000.

#### 21. NO DISCRIMINATION

The Employer shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, sexual orientation, creed, color, national origin, union activities, or physical disability (provided such disability shall not prevent an employee from performing his/her work).

#### 22. VISITATION

The Union's representative may visit the Employer's premises for the purpose of investigating working conditions or conferring with the Employer or the employees. Reasonable notice shall be given if the visit is to confer with the Employer or the employees.

#### 23. BULLETIN BOARD

The Employer shall provide space for a bulletin board in a reasonably accessible place for Union notices.

#### 24. JURY DUTY

Employees who are called for and serve jury duty will be paid by their Employer the difference between their per diem jury pay and their regular pay every second year. The employee shall present written evidence of jury service. Upon the employee's receipt of payment for jury service, he/she shall give the Employer a copy of same, together with a sum of money equal to what has been received for jury duty. The employee shall notify the Employer immediately upon receipt of jury duty notice. The employee shall make every effort to limit service to two weeks.

#### 25. MILITARY LEAVE



The Employer shall comply with all applicable federal and state rules and regulations pertaining to military leave.

## 26. PERSONNEL FILES

Employees shall be given access to their respective personnel files and permitted to photocopy the material placed therein. Any response an employee makes to material in his/her file, shall become a part of the personnel file. The Employer shall not reveal the contents of an employee's personnel file without the written consent of the employee, except if a request for such information is made by a governmental agency or department.

## 27. PROFESSIONAL CONFERENCES

Time off with pay for employees to attend professional conferences shall not be unreasonably denied.

## 28. LEAVES OF ABSENCE

The Employer shall not unreasonably deny an employee's request for unpaid leaves of absences up to ninety (90) days. The request should be made in writing and should state the reason for the leave. Upon taking leave, an employee shall be paid for accrued vacation, but shall not accrue further vacation while on leave. The employee shall retain the same status and seniority he/she had on the last day of employment preceding the leave period. Should a wage increase become effective during the leave, the employee's salary shall be increased accordingly upon his/her return to work. The employee may not take leave to work at other jobs, except if the leave is to fill an appointed or elected position on the Union's staff. If the employee wishes to be retain his/her medical benefits while on leave, he/she shall reimburse the Employer in order to maintain such coverage for the duration of the leave. The employee shall give the Employer two weeks notice of his/her intention to return to work. Should the employee decide not to return at the conclusion of the leave, the separation shall be considered a voluntary termination of employment. The Employer shall not unreasonably deny an extension of the leave. Should the employee desire to maintain his/her medical coverage he/she shall reimburse the Employer for the cost of such medical coverage until he/she returns to work.

For severance pay purposes only, seniority shall not count for that part of the leave that exceeds ninety (90) days.

### A. Family and/or Medical Leave

Family and medical unpaid leave shall be granted for the following reasons: (1) an employee's own illness or incapacity, including disability due to pregnancy; (2) Caring for an ill family member or domestic partner.

### B. Child-Care Leave

Employees shall be entitled to unpaid child-care leave.

### 29. STRUCK GOODS

The Employer agrees not to require any of its employees to cross a picket line or to perform any work which will aid, cooperate with, or assist any employer whose employees are on strike where the strike has been ratified or approved by the representative of the employees on strike whom the employer is required to recognize.

### 30. MOURNING TIME

Employees shall be allowed the following paid days off for the purpose of attending the funeral or performing the religious or traditional observances on the occasion of the death of a parent, spouse, domestic partner, child, brother, sister, or grandparent: three (3) days for employees with families in the tri-state area; five (5) days for employees with families outside the tri-state area.

However, if an employee's religious or traditional observance requires mourning time in excess of three days, the Employer shall grant five (5) days off with pay regardless of family residence.

### 31. ADJUSTMENT OF DISPUTES

(A) 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 of or performance of the terms of this Agreement, or any complaint, dispute, controversy or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be undertaken in accordance with the following procedure: The matter shall first be taken up by representatives of the Employer and the shop steward; aggrieved employees, if any, have the right to be present. If such dispute cannot be so adjusted by these persons, the matter shall be taken up by representatives of the Employer and the Union, and, if no adjustment can be arrived at, the dispute shall be submitted to an arbitrator.

The above procedure is designed to facilitate orderly handling of grievances; however, failure to follow these steps shall not be grounds for denying the right to arbitrate.

(B) The party initiating the disputed matter may ask the State Board of Mediation or the American Arbitration Association to appoint an Arbitrator and such appointee shall be the Arbitrator in the matter involved, and the arbitration shall proceed in accordance with the rules of whichever agency is selected. The decision of the Arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the Arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.

(C) It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

(D) The cost of the arbitration shall be shared equally by both parties.

### 32. THE UNION AS 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 peaceable and constructive relationship between them and the between 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 that it would detract from this relationship if individual employees or groups of employees would, either as such individuals or groups, seek to interpret or enforce the Agreement on their own initiative or responsibility. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an award.

### 33. SAVING CLAUSE

If any term, provision or condition of this Agreement is held to be unlawful, illegal or in violation of law in a final judgment the parties will confer in an effort to agree on suitable substitutions therefor, and if they fail to agree, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions hereof. The Arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that in such event the essence and spirit of the provisions so held illegal are desired to be retained to the extent permitted by law. Therefore, if any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or article of this Agreement shall be invalidated nor shall 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.

### 34. CREDIT UNION

(A) Upon written notice from the 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 65 Credit Union shall furnish the Employer with a written authorization executed by the employee 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 65 Credit Union, 71 Fifth Avenue, New York, New York 10003 to be credited towards by Credit Union Account. This authorization shall be effective until

revoked on 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 member's pay each pay period and forwarded to the Credit Union with 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.

### 35. SAFETY AND HEALTH

Employees shall not be required to perform work that exposes them to conditions hazardous to their health and safety. The employee shall notify the Employer in the event he/she discovers a hazardous condition. It is the Employer's responsibility to institute and maintain all necessary precautions to guarantee every employee a safe, healthful, and sanitary work place, including but not limited to:

1. Providing adequate and accessible first aid facilities and equipment.
2. Notifying any worker exposed to particular toxic substances or safety hazards of the dangers they face, necessary precautionary steps, possible symptoms of exposure, necessary medical tests and/or treatments, and company plans to eliminate the risk.
3. Providing special protective devices and equipment, where conditions of work require them, to protect employees from injury and disease.

The Union and the Employer agree to the formation of an advisory Health and Safety Committee. The Union shall have the right to designate its members on this Committee. The function of this Committee shall be among other things to hold meetings and make regular inspections at least once every two months; investigate all occupational accidents and illnesses and relevant complaints; and make recommendations to management to improve or eliminate unsatisfactory conditions. Committee personnel shall receive regular wages for all activities related to Committee functions. The Committee shall be informed of all work-related injury and illness claims, results of all government and insurer's inspections and all correspondence relating thereto. The Employer agrees to post copies of proper health and safety rules on the bulletin boards and provide copies to the Union. These rules shall be in English and, if necessary, in translation.

### 36. PROMOTIONS TO EXEMPT POSITIONS

In the event that an employee covered by this Agreement is promoted to an exempt position, the Employer agrees to the following:

(A) The Employer will not require resignation from Union membership as a condition for such promotion, but nothing herein contained shall be deemed to affect the exempt status of such promoted employee.

(B) Any person so promoted by the Employer shall retain seniority in his previous position for [same as probationary period for organizers].

### 37. MODIFICATION

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

### 38. NO STRIKE, NO LOCKOUT

The Union agrees not to call or ratify a strike or stoppage of union members during the life of this Agreement. The Employer shall not cause a lockout during the life of this Agreement.

In the event of an unauthorized strike or stoppage the Union agrees within 48 hours of receipt of written notice thereof to endeavor in good faith to have the members return to their work. Compliance by the Union with this provision shall be deemed full compliance with the Union's obligation under the Agreement.

### 39. MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Employer retains all rights to manage all aspects of its operations, including the right to promulgate and enforce reasonable rules of conduct for its employees while on the premises of the Employer; reasonable rules of attendance; reasonable rules of discipline; and reasonable rules relating to tardiness.

### 40. NOTICE

Any notice provided for in this Agreement shall be given in writing to the Union at its New York Headquarters, 71 Fifth Avenue, New York, New York 10003, and to the Employer at its place of business.

41. DURATION OF THIS AGREEMENT

This Agreement shall go into effect as of January 1, 1993, and shall continue in full force and effect until December 1, 1996, 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 WHEREOF, we have hereunto set our respective hands and seals, the day and year first above written.

GOOD OLD LOWER EAST SIDE, INC. (GOLES)

By: \_\_\_\_\_  
\_\_\_\_\_

Local 2110, U.A.W.

By: \_\_\_\_\_  
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