

AGREEMENT BETWEEN
RABINOWITZ, BOUDIN, STANDARD, KRINSKY & LIEBERMAN, P.C.
and
DISTRICT 65, UAW, AFL-CIO
JULY 1, 1989 - JUNE 30, 1992

	<u>PAGE</u>
Adjustment of Disputes	19
Basic Crew	5
Bulletin Board	18
Discharge	5
Dissolution Of The Firm	7
Duration Of This Agreement	26
Education Fund	23
Fixed Financial Arrangements	12
Hours	9
Holidays	10
Jury Duty	18
Leave of Absence	18
Military Service	18
Minimum Wages	11
Modification	22
Monthly Membership Meeting	17
Mourning Time	18
New Workers	3
No Discrimination	17
No Moving	6
No Strike, No Lockout	22
Notice	23
Personnel Files	26
Promotion From Within	24
Recognition	1
Safety and Health	25
Saving Clause	21
Security Plan	28
Seniority	29
Severance Pay	7
Sick Leave	14
Sub-Contracting	6
Technological Change	23 22
Temporary Employees	22
The Union As Party At Interest	20
Union Shop	1
Vacations	13
Visitation	17
Wages	12

AGREEMENT made as of the 9th day of January, 1990, by and between RABINOWITZ, BOUDIN, STANDARD, KRINSKY & LIEBERMAN, P.C., 740 Broadway, New York, New York 10003, 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 aforesaid as the only Union representing its employees, and agrees to deal collectively only with this Union.

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.

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 those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become 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, on 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 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.

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

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 use the services of the District 65 Employment Office in hiring new workers. The services of the District 65 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 will be exercised by the Employer on the basis of standards, such as efficiency, experience, skills and training.

(C) If the District 65 Employment Office fails to supply workers to the Employer within twenty-four (24) hours after such request was made, the Employer may engage such new workers from any other employment office or source. Such new workers shall immediately report to the District 65 Employment Office for the purpose of registering. All such newly hired workers shall be issued a Registration Slip as evidence of such registration. The registration shall be for the purpose of assisting the Union in the performance of this contract, and in maintaining the standards required by the Employer in filling any vacancies.

(D) Any new employee shall serve a probationary period of four (4) weeks before he or she shall be considered a permanent employee, except for secretaries and bookkeepers who shall serve a six (6) week period. Where the Employer requests an extension of time for secretaries or bookkeepers, such period will be extended by two (2) additional weeks.

4. SENIORITY

(A) All persons employed for a period exceeding four (4) weeks shall be considered permanent 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, however, the person retained must be able to perform the work necessary. In the event that additional employees shall be needed, all persons previously laid off shall be rehired in order of seniority, i.e., the last person laid off shall be the first person to be rehired.

(B) It is understood that seniority shall be in the employee's classification: secretary, receptionist, legal file clerk, bookkeeper, messenger/general office. All layoffs and rehiring shall be within these classifications in order of seniority, except that a senior employee so designated for layoff on the basis of his or her classification seniority, shall have the right to request to bump the least senior employee by company-wide seniority regardless of classification. If the Employer denies such request, then the employee may appeal the denial to a senior partner of his or her choice. It is under-

be employed for a period of 6 weeks before the 4 weeks period
full work for 6 weeks before the 4 weeks period + 2 weeks

stood that the decision of the senior partner is final and not subject to arbitration.

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

5. BASIC CREW

(A) The Employer agrees to employ continuously three (3) employees. These shall constitute the basic crew, and shall not be subject to layoff at any time, except as hereafter provided.

(B) The Employer may request a reduction of the basic crew should there be a drastic reduction in business resulting in a permanent reduction of work. Any dispute hereunder shall be submitted to arbitration in accordance with the provisions of this Agreement.

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 desire to discharge, except in the event that the discharge is for theft, intoxication, possession of contraband, or act of violence.

(B) In the event of a disagreement between the Union and the Employer as to such discharge, it shall be submitted to arbitration according to the provisions of this Agreement.

(C) Until such time as a ruling of the arbitrator shall be given, the employee shall be retained on the job, except in the event of a discharge for theft, intoxication, possession or contraband or act of violence, for which the Employer can

summarily discharge. The Employer may summarily discharge for gross insubordination. In such event, the parties will seek expedited arbitration under the American Arbitration Association. The employee shall receive any accrued vacation pay until the arbitrator's award. In the event the employee is reinstated with back pay, the vacation time will be restored.

(D) In the event of the discharge of an employee pursuant to the above, the employee shall not be entitled to Severance Pay benefits described in Paragraph 10.

7. NO MOVING

The Employer agrees that it shall not move any of its operation from its present location to any place beyond reasonable commuting distance within the Metropolitan Area of New York.

In the event the Employer moves to a new location within the Metropolitan Area of New York requiring extra travel time, severance pay for those employees who do not choose to transfer to the new location shall be paid in accordance with the severance pay formula provided for in the Agreement. It is agreed that this clause shall not apply to any move within the five boroughs of New York City.

The Employer shall reimburse the employees who elect to go to the new location for the additional carfare required to travel to and from the new location.

8. SUB-CONTRACTING

The Employer agrees not to sub-contract or farm out any work which will result in the layoff of any regular employee.

9. DISSOLUTION OF THE FIRM

Should the Employer dissolve, it shall notify the Union at least forty-five (45) days in advance and the employees shall be retained on the job until dissolution is completed.

10. SEVERANCE PAY

(A) Severance pay at the rate of two (2) weeks for each year of employment with a minimum severance pay to any employee of three (3) weeks shall be paid under either of the following conditions:

- (1) In the event of the permanent layoff of an employee;
- (2) If an employee is terminated because of physical disability.

(B) Severance pay at the rate of two (2) weeks for each year of employment but not to exceed six (6) weeks of severance pay shall be paid to each employee in the event of the voluntary or involuntary dissolution of the partnership. If any employee is entitled to a greater amount of severance pay in accordance with Clause (C) immediately following, the employee shall receive the higher amount of severance pay. If any employee has been permanently laid off within six (6) months immediately preceding the dissolution, the remaining employees who will be terminated as a result of the dissolution shall receive severance pay in accordance with (A) above, as though they were permanently laid off.

(C) If any employee with one or more years of seniority as of October 1, 1976 but less than five (5) years of seniority

shall leave the employ of the Employer for reasons other than those stated in (A) and (B) above, he or she shall receive two (2) weeks severance pay.

Each employee who had one (1) or more years of service as of October 1, 1976, and who leaves the employ of the Employer for reasons other than those stated in (A) and (B) above, and who has a total of five (5) years or more of service at the time he or she leaves, shall be entitled to severance pay as follows:

Two (2) weeks severance pay for each year of service between date of hire and October 1, 1976. Service for less than one (1) year shall be pro-rated. The employees affected by this Clause and the amount of service to be used in calculating severance pay are as follows:

<u>NAME</u>	<u>DATE STARTED</u>	<u>YRS FROM HIRING DATE TO 10/1/76</u>	<u># OF WEEKS OF SEVERANCE PAY</u>
Betty Verdejo	6/12/72	4 yrs. + 4 mos.	8 weeks plus 4/12 of 2 wks.
Sherry Wertheimer	1/29/73	3 yrs. + 9 mos.	7 weeks plus 3/12 of 2 wks.
Antonia Manuela	4/22/74	2 yrs. + 6 mos.	5 weeks

The rate of pay upon which severance pay (under A, B and C above) shall be calculated, shall be at the rate of pay each employee is earning at the time each employee leaves the employ of the Employer.

(D) The Employer has paid into a Severance Pay Fund for the employees of the Employer \$50.00 a week, which was deposited in an interest-bearing account in a mutually agreeable savings institution (\$100.00 a week when the Employer's bank balance was \$10,000.00 or more) until May 1, 1977.

Monies are not to be withdrawn from the severance pay fund account without the signatures of both a member of the Employer and a member of the unit (District 65 contract-covered employee to be appointed by the unit); such Employer and employee representatives to be named upon the signing of the Agreement.

In the event either representative is no longer associated with the Employer, the parties shall choose a new representative and their names shall replace those formerly authorized to withdraw funds.

This severance pay fund interest-bearing account is to be called "SEVERANCE PAY FUND FOR EMPLOYEES OF RABINOWITZ, BOUDIN AND STANDARD."

11. HOURS

(A) The regular working hours under this Agreement shall be a full week of thirty-five (35) hours per week, seven (7) hours per day; five (5) days a week, Monday to Friday inclusive. The Employer shall continue to employ part-time employees who shall work a mutually agreed upon schedule of hours not exceeding the regular hours each day.

(B) Employees presently employed (as of 1/9/90) shall start no earlier than 8:00 A.M. and end no later than 5:30 P.M., unless different hours are mutually agreed upon between the Employer and the employee. Employees hired after 1/9/90 may be hired for any 7 hour shift (plus one hour lunch) starting time and ending time provided that: (1) present employees in the classification are offered the shift prior to hiring outside; (2) the new shift does

not result in the layoff of any employee; and (3) in the event the Employer decides to change the hours of the shift, it may do so only upon four (4) weeks notice. The Employer will notify a new employee at the time of hire (in the case of a later shift) that upon four weeks notice the shift could be changed.

Employees hired to work a shift starting at 1:00 P.M. or after and ending at 9:00 P.M. or later, shall receive a differential of \$25.00 in their weekly wage.

The hours of daily employment shall be consecutive and may be interrupted for lunch only, which shall be a period of one (1) hour. Receptionist shall be entitled to one (1) daily fifteen (15) minute break in the afternoon.

(C) Overtime shall not be compulsory. Overtime shall be offered to employees before non-employees are engaged for such work.

(D) Should any employee work more than the regularly scheduled hours in any one day, beyond his/her scheduled quitting time, or more than the regularly scheduled hours in any one week, he/she shall be paid at the rate of time and one-half.

Any employee who works after midnight, Monday through Friday, shall be paid at a rate of pay of double time for all hours worked from midnight until the time when such employee's regular shift would begin the next morning.

(E) Employees who work on Saturday shall be guaranteed a minimum of four (4) hours of work at time and one-half. Employees who work on Sunday shall be guaranteed a minimum of four (4)

hours work at double time. Any employee who works after midnight on Saturday, Sunday or a holiday shall be paid at the rate of triple time for all hours worked from midnight until the time when such employee's regular shift would begin the next morning.

(F) Employees working on a regular part-time schedule of four (4) days per week shall for the purpose of holiday and sick leave benefits be considered regular employees. Employees working a shorter part-time schedule shall enjoy pro-rated benefits.

12. MINIMUM WAGES

The minimum rate for employees shall be as follows:

	<u>July 1, 1989</u>	<u>July 1, 1990</u>	<u>July 1, 1991</u>
General Office	\$305.00	\$335.00	\$365.00
Receptionist	355.00	385.00	415.00
Legal File Clerk	380.00	410.00	440.00
Assistant Bookkeeper	380.00	410.00	440.00
Bookkeeper	525.00	555.00	585.00
Legal Secretary	500.00	530.00	560.00

It is agreed that in the event the Employer hires any person in a classification at a rate that is higher than anyone who has been employed in the same classification for two (2) years or more, then the person in the position previously shall be raised to the rate of the new hire. Anyone employed five (5) years or more shall earn at least \$10.00 more per week than the new hire. Effective July 1, 1990, the differential shall be increased to \$20.00.

The title Administrative Secretary ^{has been} ~~shall be~~ deleted. The elimination of the job of Administrative Secretary is based upon the fact that the terms of the letter of November 24, 1981 call

for such. The elimination of the title does not serve to impact in any way on (limit or expand or change) the job duties and responsibilities of legal secretaries covered by the Agreement. No secretary currently employed shall suffer a loss of salary as a result of this.

13. WAGES

(A) Effective July 1, 1989 each employee shall receive a weekly wage increase of thirty-five (\$35.00) dollars per week.

(B) Effective July 1, 1990 each employee shall receive a weekly wage increase of thirty (\$30.00) dollars per week.

(C) Effective July 1, 1991 each employee shall receive a weekly wage increase of thirty (\$30.00) dollars per week.

(D) The following employees shall receive, in addition to the above wage increases, additional increases in weekly wages as follows, effective July 1, 1989:

Alba Boyrie	- \$35.00
Jacqueline Padilla	- \$30.00
Kezia Gleckman Hayman	- \$10.00
Ruth Jacobs	- \$20.00
Alex Tapia	- \$10.00

14. 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. Christmas bonus shall be considered as in the past.

15. 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, Washington's Birthday, Decoration Day, July 4th, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day plus the Friday after, Christmas Day, plus four (4) religious or personal holidays.

(B) No employee shall be required to work on a holiday unless the Union consents. In the event an employee shall work on a holiday, with the consent of the Union, as hereinabove set forth, he/she shall receive pay 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 of any regular employee, then the employee shall be entitled to an additional day off, with pay, on the following work day or such other day mutually agreed upon.

16. VACATIONS

(A) All employees who shall have been employed for a period exceeding three (3) months, but less than six (6) months as of September 1st of each year shall receive a vacation of at least one (1) week with pay in advance.

All employees who shall have been employed for a period exceeding six (6) months, but less than one (1) year as of September 1st of each year shall receive a vacation of at least two (2) weeks with pay in advance.

All employees who shall have been employed for a period

exceeding one (1) year as of September 1st of each year shall receive a vacation of at least three (3) weeks with pay in advance.

All employees who shall have been employed for a period of three (3) years or more as of September 1st of each year shall receive a vacation of at least four (4) weeks with pay in advance.

All employees who shall have been employed for a period of ten (10) years or more as of September 1st of each year shall receive a vacation of at least five (5) weeks with pay in advance.

(B) Vacations can be divided between summer and winter vacations as mutually agreed by the Employer and the employee. Should an employee desire to take additional time off during the vacation period and such time can be granted, the employee shall be given vacation leave for whatever period is agreed upon.

17. SICK LEAVE

No employee shall be discharged because of absence due to illness or any other unavoidable cause. Female employees shall be entitled to adequate maternity leave. Where a disabled employee is eligible to receive Accident and Sick Benefits from the 65 Security Plan, the Employer shall provide sick leave pay only in amounts equal to the difference between the employee's regular wages and the Security Plan Accident and Sick Benefits, and such sick leave payments by the Employer shall continue until the full cash equivalent of the sick leave pay provided by this

contract has been paid to the employee. The employee shall be entitled to fifteen (15) days sick leave or personal leave in each contract year. Personal leave of consecutive days exceeding one day shall be granted only if mutually agreed upon by the Employer and the employee. Employees shall not take a personal day on the day before or after a holiday, except in the event of an emergency or by prior authorization.

18. SECURITY PLAN

(A) The Employer hereby agrees to pay twenty (20%) percent of the total earnings, inclusive of overtime, bonuses, incentives and commissions, of all employees covered by Union Contract, to the 65 Security Plan for the purpose of financing a Security Plan, including pension as well as health benefits, for the benefit of the employees of the Employer. The maximum earnings of any individual employee on which payments to the Plan are required shall be \$20,000.00 per calendar year. Earnings of new employees on which the 20% payment is based shall be from the first day of employment.

(B) Payments shall be made twelve (12) times per year on a monthly basis, on or before the 15th day of each month for the preceding month. A deposit equal to one monthly payment shall be made with the 65 Security Plan at the inception of this Agreement and shall remain on deposit during its life-time. The deposit may be adjusted when necessary to conform with fluctuations in the payroll.

(C) In the case of the Employer's failure to make payments

on the dates set forth above, the following liquidated damages shall be added to the amount due: 5% for any portion of the first 30 days and 5% additional for each succeeding 30 day period or portion thereof, up to 25%. Said amounts have been agreed upon in view of the Plan's loss of income resulting from the late payment, the Plan's expenses in effectuating collection, and the difficulty of estimating actual damages.

(D) The Employer further agrees to submit with each payment a list of all employees covered by this Agreement showing quarterly earnings of each employee, and such other information as may be required by the 65 Security Plan office to guarantee the sound and efficient operation of the Plan.

(E) The 65 Security Plan agrees to provide the Employer semi-annually, on request, with a report of receipts and disbursements including benefits paid out.

(F) The agreement contained in this paragraph shall be considered as of the essence of this contract. It is understood that the Union is free to strike if the Employer fails to make payments on the dates set forth above.

(G) The Union and/or the 65 Security Plan shall have the right to examine all records of the Employer pertaining to the Employer's payment to the 65 Security Plan.

(H) Effective May 1, 1990, the Employer shall contribute monthly an amount to be announced by the Union for the purchase of prescription drug coverage for employees and retirees. In addition, the Employer shall contribute, effective May 1, 1990,

the sum of four hundred (\$400.00) dollars per annum for each of the Employer's retirees eligible for benefits towards health coverage. In the event that the premiums for the prescription drug plan coverage exceed six hundred (\$600.00) per employee and retiree at any time, the Employer shall have the right to reopen this Agreement for the purpose of negotiating the economic items in the contract. Further, the Employer reserves the right to challenge the trustees' definition of retiree.

19. MONTHLY MEMBERSHIP MEETING

The Employer agrees that two (2) hours per month with pay, for six (6) months during the year, will be allowed for employees to attend daytime membership meetings.

In addition, Stewards and Local Officers shall have two (2) hours off with pay to attend meetings for three (3) additional months per year.

20. NO DISCRIMINATION

The Employer shall not discriminate with regard to hiring, promotion, job assignment, or other conditions of employment because of race, age, sex, creed, color, national origin, sexual preference, marital status, parental status, physical handicap, union activities or otherwise.

21. VISITATION

The Union's representative may visit the firm's premises for the purpose of investigating working conditions or conferring with the Employer or the employees and the Union agrees that its representative will notify management of his/her presence on the

premises; such visit shall not unreasonably interfere with work.

22. BULLETIN BOARD

The Employer shall provide space for a Bulletin Board in a reasonably accessible place for Union notices.

23. JURY DUTY

Union 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 upon the employee presenting to his/her Employer written evidence of jury service and copy of receipt of payment of his/her jury pay.

24. MILITARY SERVICE

Any employee who is drafted 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 restored to the exact status, including any wage increase, that he would have had if his employment had not been interrupted. Such employees shall, upon their leaving for service, receive a bonus of four (4) weeks extra pay.

25. LEAVE OF ABSENCE

The Employer will permit a leave of absence for any employee elected or appointed to a full time position on the Union's staff. Such leave of absence shall continue in effect throughout the period of said employee's term of service, without loss of status of employment or seniority.

26. MOURNING TIME

All employees shall be allowed five (5) days with pay for

*347-866-4967
NO. 12. 11/11/11
MEMORANDUM*

the purpose of attending the funeral or performing the religious or traditional observances on the occasions of the death of a parent, spouse, child, brother or sister.

27. 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 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 grievance shall be filed by the party having the grievance no later than thirty (30) days from the occurrence. The matter shall be taken up by representatives of the Employer and the steward; aggrieved employees, if any, have the right to be present. The Employer shall respond in writing within 72 hours to all grievances. If such dispute cannot be resolved 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 by the grieving party to an arbitrator, no later than thirty (30) days after the grievance is filed.

The above procedure is designed to facilitate orderly handling of grievances. Failure to follow these steps shall not be grounds for denying the right to arbitrate except that the parties agree that failure to observe the time limits shall be

deemed as a waiver of the right to arbitrate the matter.

(B) The party initiating the disputed matter shall ask 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 the American Arbitration Association. 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 portion thereof.

(C) In the case of discharge, the parties agree to name a mutually acceptable permanent arbitrator who shall hear the discharge cases expeditiously, and issue his/her award within one (1) week from the close of such hearings. In the event no permanent arbitrator is named, or such arbitrator is unavailable, then the procedures outlined above, in this Article, shall prevail.

(D) 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.

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

28. 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 between

the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract 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 contract on their own initiative or responsibility. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an award.

29. SAVING CLAUSE

If any term, provision or condition of this contract is held to be unlawful, illegal or in violation of law in a final judgment the parties will confer in an effort to agree upon 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.

30. 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 except as provided in Paragraph 18(F). The Employer shall not cause a lockout during the term 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.

31. PROMOTION FROM WITHIN

The Employer shall notify the employees of all vacancies and employees desiring promotion to such vacancies shall indicate to the Employer their desire and promotions shall be made based on seniority where possible.

32. MODIFICATION

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

33. TEMPORARY EMPLOYEES

The Employer may employ temporary personnel to replace specified bargaining unit employees who are temporarily absent from work, or for peak periods when no bargaining unit employees are available to perform the work. Temporary employees will become part of the bargaining unit and shall obtain a dispatch slip when they have been employed for ninety (90) days in a

twelve (12) month period. At such time temporary employees shall be treated in all respects as a new hire except that the Employer shall pay the District 65, UAW Security Plan a sum equal to the amount which would have been paid to the Security Plan on the employee's behalf during the employee's first 90 days of work as if the employee had been a bargaining unit employee during that period. Such employees shall be credited by the District 65, UAW Security Plan with three (3) months' service.

The shop steward shall be provided monthly with a list of temporary employees hired during the month, showing days worked and position.

34. NOTICE

Any notice provided for in this Agreement shall be given to the Union at its headquarters, 13 Astor Place, New York, New York, and to the Employer at his place of business.

35. EDUCATION FUND

The Employer agrees to pay one-half (1/2%) of one (1%) percent of the total earnings of all employees, up to \$15,000.00 per year, to the District 65 Education Fund.

36. TECHNOLOGICAL CHANGE

In the event the Employer purchases new VDT equipment, the Employer will consider material differences in screen heights, color, angle and character, non-reflective screens, brightness controls, adjusting general lighting and situating such equipment in a way as to reduce excessive screen glare. The Employer agrees to provide training for its employees. The provision of

training shall include the direct tuition cost of a manufacturer's, or other provider's training program and incidental expenses thereto, as well as paying such trainees regular daily pay. The payment of regular wages shall be for a maximum of one and one-half weeks pay during which the employees may exclusively train on the equipment.

In the event the Employer introduces any other machinery, the above shall be the guiding principle, but the parties shall meet in the event reasonable modification of the above are necessary and, in any event, the Employer shall provide the Union with sixty (60) days advance notice of the introduction of any such machinery. Notification will include the following information approximated as of the time of notification:

1. nature of the change;
2. names, departments, and job titles of affected employees;
3. staffing and job content consequences of the change;
4. date of the change;
5. reasons for the change.

The Union may have access on reasonable notice to whatever records the Employer has on maintenance of equipment and specifications.

Wherever practicable, the Employer will adjust general lighting arrangements to reduce excessive glare, if any.

37. SAFETY AND HEALTH

1. The Employer shall provide a safe and healthful environment within which the employees are required to work.

2. There shall be a Health & Safety Committee consisting of one person designated by the Employer and one by the Union to meet upon the request of either at mutually agreeable times to discuss issues of health and safety, and will jointly make recommendations to the Employer on safety and health matters should the Committee find such recommendations to be warranted.

3. No pregnant employee will be required to work on a VDT. The Employer will make every effort to find other available work. In the event no work is available, the employee shall be entitled to an unpaid leave of absence during the pregnancy.

4. The printers will be placed in areas away from the work station of any bargaining unit member.

5. The Employer will institute annual monitoring of VDTs and associated equipment for proper operation to the extent practicable of levels of radiation, static electricity, control adjustments.

6. Grounding devices will be used on all VDTs to reduce or eliminate static electricity.

7. Anti-static cloths are to be provided each VDT operator which can be used to reduce or eliminate screen static.

38. PERSONNEL FILES

Each employee shall be entitled to see his/her personnel file by giving written notice 48 hours prior to the time he/she desires to see said file. The employee shall have the right to make xerox copies of whatever material is in his/her file.

Any response made by an employee to any material in his/her file, shall become a part of that file. The Employer agrees not to reveal the contents of personnel files to any third party.

39. DURATION OF THIS AGREEMENT

This Agreement shall go into effect as of July 1, 1989, immediately upon receipt of notification in writing to the Employer from the Union to the effect that this Agreement has been duly ratified; and shall continue in full force and effect until June 30, 1992, 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 of February, 1990.

RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.

By: _____

DISTRICT 65, UAW, AFL-CIO

By: _____
Betty Verdejo, Organizer

Negotiating Committee:

Kezia Gleckman Hayman

Jacqueline Padilla

Sherry Wertheimer

RBS Salaries

Samonia }
Cheri } \$595

Alba \$660 (approx)

Maria \$703

Kenia \$645

Jackie \$563 (approx)

Alex \$415

T.O.P. Local 2110 UAW - AFL-CIO

873 Broadway, #203, New York, NY 10003 - (212) 505-0907, Fax: (212) 254-0673

June 21, 1993

Edward Copeland, Esq.
Rabinowitz, Boudin, Standard, Krinsky & Lieberman, P.C.
740 Broadway
New York, New York 10003

Dear Ed:

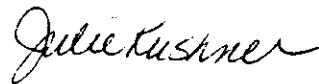
Our collective bargaining agreement calls for a seven (7) percent contribution to the District 65 Pension Plan. At the time we negotiated this, we intended that five (5) percent, as required, be allocated to Pension, and that the additional two (2) percent be used to defray health care costs for retirees.

As of October 16, 1992, the District 65 Security Plan is no longer accepting the funds for the District 65 Pension Fund -- the funds have been segregated. Please send your contribution for pension (five percent) to the District 65 Pension Fund, 455 Green Street, Woodbridge, New Jersey 07095.

With regard to the two (2) percent for retirees, please hold this in escrow until we can determine how to use the funds in the way they were originally intended.

If you have any questions please call me.

Sincerely,



Julie Kushner
President

cc: Marria Banks

Technical, Office and Professional Workers

*President: Julie Kushner - Vice President: Maida Rosenstein - Secretary-Treasurer: Mathew Jackson - Recording Secretary: Sue Lyons
Trustees: Connie McQueen, Daniel Starr, Booker Washington - Sergeant-At-Arms: Wilma Dunbar - Guide: Laura Bell*