

The Shed VXA Interim Agreement

June 22, 2020

Recognition

- The Employer recognizes the Union as the exclusive representative for the employees in the bargaining unit certified by the American Arbitration Association, pursuant to the parties' card check Agreement ("Bargaining Unit").

Recall Rights

- The parties acknowledge that The Shed has been closed as a result of the unprecedented COVID-19 pandemic, resulting in the furloughs of bargaining unit employees.
- All bargaining unit employees who worked for the Employer at any point during the thirty (30) day period prior to the closing of The Shed on March 13, 2020 will be placed on a recall list for return to work at The Shed.
- The Shed shall recall employees as needed. There shall be four recall Groups, based on an employee's total number of hours worked as follows:
 - Group 1: 1200 hours and above
 - Group 2: 1000-1199
 - Group 3: 500-999
 - Group 4: Below 500
- When work becomes available, the Employer shall first recall and offer work to employees in Group 1 for work which they are qualified, then Group 2 employees, Group 3 employees, and Group 4. The Employer may recall employees within a Group in any order without regard to hours worked, seniority, or any other criteria.
- Once recalled, the recalled employees shall be part of the general VXA workforce pool (without regard to recall group).
- The Employer will endeavor, subject to operational needs and the specific qualifications of those in the VXA workforce pool, to offer at least 14 hours per week to those in the VXA workforce pool before recalling an additional employee to perform similar work.
- In no event shall an employee be offered less than four (4) hours of work for a shift or paid less than four (4) hours for a shift (absent leaving voluntarily for lack of work, etc.).
- No new bargaining unit employees will be hired prior to all employees on the recall list being offered work at the Shed.
- An offer of recall shall be made in writing (via e-mail, with copy to the Union) with as much notice as possible. Employees shall accept in writing (by email) within two weeks of the offer.
- Prior to returning to work, all recalled employees shall receive additional training, including necessary health and safety or social distancing training.
 - The Shed shall offer reopening training to employees it is recalling shortly before The Shed's planned reopening and will provide all VXA employee's eligible for recall reasonable notice of the training.

- To the extent possible, the Shed intends to use virtual training platforms to facilitate employees' attendance at such training.
- If an employee is unable to attend the initial training, the employee shall be retained on the recall list, and the Shed will make reasonable efforts to schedule additional trainings.
- The Shed shall make reasonable efforts to continue cross-training of employees to enable employees to qualify for all posts.
- Recalled employees must be available to work at least 75% of the possible weekly shifts. However, any employee will not be removed from the recall list or the VXA workforce pool solely for refusing work in a week where the employee is offered less than fourteen (14) hours of work per week (except with respect to necessary return to work training), positions expected to last less than two (2) consecutive weeks (except with respect to necessary return to work training), or because of a bona fide illness or other personal reason preventing reinstatement.
- Employees on the recall list are expected to maintain updated personal email addresses and telephone numbers with The Shed to facilitate the recall process.

Maintenance of Terms and Conditions

- Upon the reopening, the status quo with respect to terms and conditions of employment for recalled employees shall be those existing at the time of closure, unless expressly modified by this Agreement. The parties, however, agree to meet and discuss any changes to existing terms of employment that may be necessary to facilitate the reopening of The Shed to the public.

Notice and Information to the Union

- The Shed agrees to provide information promptly to the union in connection with its plans to re-open, including but not limited to all communications sent to unit employees. Information and notices shall be sent to Local 2110 UAW at local2110@2110uaw.org, megangrann@2110uaw.org, and maidarosenstein@2110uaw.org.

Payroll Tax

- As a result of The Shed's failure to make certain required tax withholdings in 2019, The Shed shall continue to work with bargaining unit employees facing an economic hardship to assist them in making their required tax payments through an appropriate payroll advance no later than October 31, 2021. Should a bargaining unit employee be penalized by the IRS as a result of The Shed's failure to withhold required taxes, The Shed will pay the amount of the employee's penalty that is the direct result of The Shed's actions in this regard.

Successor Negotiations

- The parties agree to begin bargaining promptly over a successor contract within no more than forty-five (45) days of the public re-opening of The Shed. The terms of this Agreement shall not prohibit either party from making any proposal on any topic during subsequent collective bargaining.

Arbitration

- The parties shall meet promptly to resolve any disputes over the interpretation or application of this Agreement. In the event that the parties cannot resolve the dispute, it may be submitted to Arbitrator Daniel Brent within 30 days of the issue first being raised with the Employer for a decision which shall be binding. Expenses for the arbitrator shall be split between the parties.

Union Security

- All Bargaining Unit members must, within thirty (30) days following the effective date of this agreement, or on the thirtieth (30th) day following the beginning of their employment or re-employment with the Employer, become and remain members in good standing in the Union. Membership in good standing, for the purpose of this Agreement, shall mean the payment or tender of periodic dues and initiation fees uniformly required by the Union or the payment of agency fees equal in amount to the regular monthly dues and initiation fees payable to the Union by members thereof. When the Employer is notified by the Union in writing that an Employee is delinquent in payment of Union dues/fees, the Employer shall terminate such Employee within fifteen (15) days of such notice unless, prior to the expiration of the fifteen (15) day period, the Union has notified the Employer that the Employee is in good standing.
- Upon presentation to the Employer of an Employee's written authorization to deduct Union dues/fees from the Employee's wages, the Employer shall deduct such sums of money from the Employee's wages. Such form shall be compliant with applicable law.
- The Union shall indemnify The Shed for any matters relating to this Article.

No Strike No Lockout

- In order to preserve labor peace and stability the parties agree: (1) the Union will not engage in any strikes, work stoppages, slowdowns, concerted refusals to perform work, or other similar interference with the operations of The Shed during the term of this Agreement and (2) the Employer will not lockout its employees during the term of this Agreement.

Effective Dates and Duration

- The Agreement shall commence immediately and shall be effective up to and through ninety (90) days after The Shed re-opens to the public or one year from the date of signature, whichever is sooner. In the event The Shed does not re-open within one year of the date of signature, the parties agree to meet to discuss extending this Agreement.

Ratification

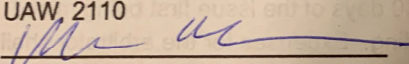
- This Agreement is subject to ratification by the Union's membership.

The Shed


Peter Gee, Chief Financial Officers

Date: 7/1/2020

UAW, 2110


Maida Rosenstein, President

Date: 6/28/20