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AGREEMENT

Between

AMES & ROLLINSON, INC.

And

DISTRICT 65, UNITED AUTO WORKERS OF AMERICA

Dated: April 10, 1985

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AGREEMENT made this        day of April, 1985, by and between AMES & ROLLINSON, INC., 215 Park Avenue South, New York, New York (hereinafter called the "Employer") and DISTRICT 65, UNITED AUTO WORKERS OF AMERICA, 13 Astor Place, New York, New York (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 in Article 1 hereof as the only Union representing its employees in the unit set forth and agrees to deal collectively only with this Union in said unit.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as the only Union representing its employees and agrees to deal collectively with this Union for and on behalf of these employees, in a

bargaining unit consisting of all full time and regular part time Artists employed at its facility located in New York, New York but excluding office employees, managerial and confidential employees, and guards, watchmen and supervisors within the meaning of the National Labor Relations Act. The Employer agrees to recognize and deal with such representatives of the Union as the said Union may elect or appoint. As used herein, a regular part time employee is one who works on a regular basis at least 10 hours per week.

Any new facility which the Employer shall open shall be covered under the terms of this Agreement in the event that it has first been determined that such new facility is a bona fide accretion pursuant to standards established under the National Labor Relations Act.

## ARTICLE 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 become members 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, upon written notice to it, immediately terminate such employee until such time as the Union has notified it 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 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 ten (10) days after the end of the last pay period of each month.

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

### ARTICLE 3: NEW WORKERS

(A) Whenever the Employer shall require a new employee, he shall first offer employment pursuant to the seniority provisions set forth in Article 5 hereof.

(B) In the event the job is not filled pursuant to paragraph (A) above, and the Employer shall require a new worker, it shall notify the District 65 Employment Office of the existence of the job opening together with a brief description of the job duties. The District 65 Employment Office shall promptly refer candidates but in no event shall a candidate be referred after forty-eight (48) hours' notice. The Employer shall consider applicants referred, but nothing herein contained shall require the Employer to engage a candidate so referred and the failure of the Employer to engage a referred candidate shall not be subject to Article 32 "Adjustments of Disputes," hereof, except for an allegation that a refusal to engage an employee is on account of Union membership.

(C) All new employees shall immediately report to the District 65 Employment Office for the purpose of registering.

#### ARTICLE 4: PROBATIONARY PERIOD

All new employees shall serve a probationary period of four (4) months before being considered permanent employees. The Employer shall have the right to discharge an employee during the probationary period, and such discharge shall not be subject to Article 32 hereof, "Adjustment of Disputes."



ARTICLE 5: SENIORITY

(A) All persons employed beyond the probationary period shall be considered permanent employees and shall be entitled to seniority rights. All layoffs and recalls shall be in accordance with seniority (the last person hired shall be the first person laid off and the last person laid off shall be the first person to be rehired) provided there is no significant difference in skill and ability. The Employer shall have the sole and exclusive right to determine when and in what job classification a layoff is necessary.

(B) The Employer shall give all employees five (5) days' notice of layoff, or pay in lieu thereof.

(C) Seniority shall terminate for all purposes in the event (1) an employee on layoff fails to report to work after five days' written notice sent by registered or certified mail to the employee's last known address; (2) a voluntary quit; (3) the exercise of an option under Article 11, paragraph (B), "Severance Pay;" (4) ~~absence~~ absence due to illness for a period in excess of one (1) year; and (5) a layoff in excess of one year.

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ARTICLE 6: BASIC CREW

(A) The Employer agrees to employ continuously, subject to vacations, sick leave, and leave of absence, a basic crew of four (4) employees in accordance with the provisions set forth in Article 5.

(B) If the Employer wishes to reduce the number of its basic crew, it shall make a request for such reduction in writing to the Union. If the Union fails to grant this request within five (5) days after receipt thereof, the matter may be submitted to arbitration under the expedited arbitration provision set forth in paragraph (C), Article 32, "Adjustment of Disputes." In no event shall the basic crew be reduced pending the decision of the arbitrator.

ARTICLE 7: 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 or the Shop Steward in advance of such discharge.

(B) At the option of either the Union or the Employer, in any dispute with respect to a discharge, the

expedited arbitration provision set forth in paragraph (C) of Article 32, "Adjustment of Disputes" may be invoked.

ARTICLE 8: MOVING

(A) Moving within 35 mile radius

In the event the Employer during the term of this Agreement moves to a location within 35 miles of the present location and any employee is required to pay additional transportation expense to travel to said new location, then the Employer shall reimburse said employee for such additional transportation expense.

(B) Moving Beyond 35 mile radius

If, during the term of this Agreement, the Employer moves to a new location outside of a 35 mile radius of its present location, the Employer shall give qualified employees covered by this agreement first opportunity for jobs at the new location.

ARTICLE 9: LIQUIDATION

Should the Employer liquidate its business, in whole or in part, the Employer shall notify the Union at least sixty (60) days in advance and affected employees shall be retained on the job during liquidation as needed. The basic crew shall be retained until all work orders are completed.

ARTICLE 10: SEVERANCE PAY

(A) Severance pay at the rate of one (1) week for each full year of employment up to a maximum of ten (10) weeks' pay shall be paid to any full-time or regular part-time employee, with one (1) or more years of service, in the following events:

(1) In the event of a voluntary or involuntary liquidation of the business;

(2) In the event of the permanent layoff of the employee;

(3) In the event the employee is terminated by the Employer because of a permanent physical disability.

Nothing shall require or obligate the Employer to pay severance pay to any employee, in the event, among other events, of a sale or relocation of the business, a voluntary quit or a discharge for cause.

(B) Severance pay due under paragraph (A)(2) above shall not be paid to an employee until his layoff shall have exceeded one year. However, any employee due severance pay under paragraph (A)(2) above who has been on a layoff for a period of six or more months may exercise an option to receive his severance pay prior to one year from his layoff but, if any said employee shall exercise said option, then his seniority under Article 5 shall terminate for all purposes.

(C) Regular part time employees shall be paid severance pay on a pro rata basis.

#### ARTICLE 11: HOURS OF WORK

(A) The regular workweek shall be thirty-five (35) hours and the regular workday shall be seven (7) hours. There shall be one twenty-minute paid break period in the morning. There shall be a one hour unpaid lunch period.

(B) All employees must take their lunch period at the same time. However, the one hour lunch period may be taken at such time as the union may decide, starting no earlier than 12 noon and ending no later than 2:15 p.m., provided management shall be given at least 72 hours notice of any change in the lunch period.

(C) All resolution or original art work in excess of seven (7) hours per day and thirty-five (35) hours per week shall be considered overtime and paid for at the rate of time and one-half. All certificate work in excess of seven (7) hours per day and thirty-five (35) hours per week shall be paid on a piecework basis at the rate of one-third (1/3) the amount billed. This provision is subject to the provisions of subparagraph (K) below.

(D) The work day shall commence no earlier than 8 a.m. and end no later than 5:30 p.m.

(E) All work performed at the studio at the Employer's request by regular full-time employees on Sundays shall be paid for at the rate of double time.

(F) All work performed during the regular scheduled lunch hour shall be paid for at the rate of time and one half.

(G) Any employee who reports for work at the studio on his regularly scheduled workday or, upon the request of the Employer, on a day other than his regularly scheduled workday, shall be guaranteed a minimum of four (4) hours work, unless the failure to provide a minimum of four (4) hours' work shall be due to reasons beyond the Employer's control, and in such event the employee shall be compensated for those hours for which work is actually performed.

(H) The Employer, due to the seasonal nature of its business, has a special need to require a reasonable amount of overtime work. Accordingly, the Employer, during the months of March, April, May, June, November and December, may require overtime not to exceed twelve hours per week per employee and shall give a minimum notice of forty-eight (48) hours. The Employer shall attempt to fill all its overtime requirements by voluntary overtime and shall require overtime only after first asking qualified employees to volunteer therefor. Such required overtime shall be assigned among qualified employees in reverse order of seniority.

(I) The Employer shall make a good faith effort to distribute overtime work equitably among the employees capable of performing such work who volunteer therefor.

(J) In the event the Employer elects to have bargaining unit work done outside of the studio, such work shall be offered to bargaining unit employees capable of performing such work and available to perform it before it is offered to others. Monies paid pursuant to this paragraph shall not be deemed earnings for the purposes of Article 19 hereof.

(K) An employee late to work at the beginning of any day shall be docked for all time lost or, at her/his option, may make up time lost by staying late for up to a maximum of one half hour per day on any day during the same work week. Any employee electing to make up time lost must notify the Production Manager or Assistant Production Manager and schedule the make-up time the day of the lateness. An employee making up lost time shall not, under any circumstances, be entitled to overtime pay for the time made up. Habitual lateness may be grounds for disciplinary action, even though time lost is made up.

#### ARTICLE 12: ATTENDANCE AT UNION MEETINGS

(A) Each employee shall be allowed two hours off not more than once each month and not more than six times each contract year, for the purpose of attending Steward's, Shop,



Local or other Union meetings. Not more than one (1) Shop Steward shall be allowed an additional two hours off not more than once each month and not more than three times each contract year, for the purpose of attending such meetings.

(B) All such meetings shall be scheduled so that the employee shall not leave his or her work station prior to 3:00 p.m. on the day of the meeting.

(C) Due consideration of the Employer's work requirements shall be taken by the Union, such that no more than one-half the work force in any department shall attend the same Union meeting. Not less than five (5) workdays' notice shall be given to the Employer by the Union of the scheduling of a meeting under this paragraph.

(D) 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.

#### ARTICLE 13: MINIMUM WAGES

The minimum wage scale for all employees during the term of this agreement shall be based on length of service as

set forth below, provided that increases to step 3 and higher shall be due as of January 1 next following completion of the requisite period of service.

<u>Step</u>	<u>Service Completed</u>	<u>Weekly</u>	<u>Hourly</u>
1	Starting Date	180	5.14
2	End of Probationary Period	200	5.71
3	After 1 year	225	6.43
4	After 2 years	250	7.14
5	After 3 years	275	7.86
6	After 4 years	300	8.57
7	After 5 years	325	9.29
8	After 6 years	350	10.00
9	After 7 years	375	10.71
10	After 8 years	400	11.43

ARTICLE 14: GENERAL WAGE INCREASE

Each employee shall be entitled to a wage increase effective December 1 each year of the contract term, as required by the minimum wage scale set forth above, based on his/her length of service. If an employee is already earning

the minimum wage scale based on his/her length of service, the employee will nonetheless receive an increase effective <sup>December</sup> January 1, equal to the amount required to move the employee to the next step on the wage progression table, if any, even though the employee has not yet attained the requisite length of service.

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ARTICLE 15: PRODUCTIVITY BONUS

At the end of each calendar quarter, each employee's adjusted hourly earnings (as hereinbelow defined) during the quarter shall be measured as a percentage of the dollar amount of the Company's billings during the quarter attributable to work performed by that employee (hereinafter "the employee's production"). If the employee's adjusted hourly earnings are less than 25% of the dollar value of his/her production, he/she shall be entitled to a productivity bonus equal to 25% of the dollar value of his/her production less the employee's adjusted hourly earnings during the quarter. Adjusted hourly earnings as used herein means gross earnings less overtime, piece work earnings and productivity bonuses and, commencing with the quarter starting April 1, 1985, less all paid time off other than holidays and less the amount of regular hourly earnings lost by the employee as a result of unpaid absences during the

period. Monies paid pursuant to this paragraph shall not be deemed earnings for the purposes of Article 19 hereof.

Within twenty (20) days following the end of each month, each employee shall be advised of his/her adjusted hourly earnings and his/her production for that month.

ARTICLE 16: HOLIDAYS AND PERSONAL DAYS

(A) All employees who have passed the probationary period shall be entitled to the following paid holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; July 4; Labor Day; Columbus Day; Election Day; Thanksgiving Day; Christmas Day. In the event any paid holiday shall fall on a Saturday, it shall be celebrated on a Friday; and in the event any such holiday shall fall on a Sunday, it shall be celebrated on a Monday.

(B) All employees with one (1) or more years of service shall be entitled, during each year of employment, to three (3) personal days with pay, which may not be accumulated from year to year if unused unless otherwise agreed to by the Employer in writing. Except in an emergency, advance approval by the Employer must be obtained before personal days can be taken.

(C) In the event an employee shall work in the studio on a holiday, he shall receive pay at the rate of time and one-half in addition to his holiday pay.

(D) In order for an employee to qualify for holiday pay, he must work the regularly scheduled workday before the holiday and the regularly scheduled workday after the holiday, unless said absence from work was on account of an illness, verified by a medical certificate or other excused absence.

(E) Regular part-time employees shall receive holiday pay based on the percentage of the number of hours worked per week to the regular workweek of thirty five (35) hours (e.g., a part-time employee who works seventeen and one-half (17.5) hours per week shall receive 50% of a regular seven-hour day's pay (i.e., 3-1/2 hours pay)).

(F) Where Christmas Eve and/or New Year's Eve falls on a work day, employees will be released at 2 p.m., in which event there shall be no lunch period on these days.

#### ARTICLE 17: VACATIONS

(A) All employees who have completed their probationary period shall be entitled to a vacation with pay.

(B) Eligible employees are required to take a vacation each year. Vacation days not used within a vacation year will be forfeited unless otherwise agreed to by the Employer in writing. No payments will be made for vacation days not taken.

(C) The vacation year shall be June 1 - May 30. Employees with less than one year of service on June 1 will be allowed one paid vacation day for each month of service prior to June 1 (to a maximum of ten (10) days), to be taken during the subsequent vacation year. Employees with one year or more of service on June 1, shall receive paid vacation as follows:

1-5 years:	2 weeks
6-13 years:	3 weeks
14 and over:	4 weeks

(D) Should a holiday occur during the vacation period of any employee, such employee shall be entitled to one (1) additional day of vacation.

(E) Eligible employees with less than continuous employment during their vacation eligibility year (the qualifying period) shall receive a pro rata vacation based on the number of full months worked during the qualifying period, e.g., an employee who works nine months during the qualifying

year shall be entitled to three-fourths of whatever vacation shall be due under the schedule in paragraph (C) above.

(F) Eligible employees who voluntarily terminate their employment prior to taking the vacation to which they would otherwise be entitled shall receive accumulated vacation pay provided they give the Employer one (1) weeks' notice of their intention to terminate their employment.

(G) Regular part-time employees shall receive vacation time and vacation pay based on the percentage of the number of hours they work per week to the regular workweek of 35 hours (e.g., a part-time employee who works 17.5 hours per week shall receive 50% of vacation time and vacation pay due a full-time employee).

(H) In the event an employee switches from part-time to full-time status, then his length of service as a part-time employee shall be pro-rated based upon the number of hours he shall have worked as a part-time employee during the qualifying period as compared with the number of hours normally worked during the qualifying period by a regular full-time employee.

(I) Vacation pay for each vacation period shall be paid to the employee on the last day of work prior to his vacation period.

(J) The Employer shall post a vacation schedule at the beginning of the vacation year. The Employer shall have the right to amend such schedule for legitimate business reasons only. Employees may request changes in such schedule which shall not be refused except for legitimate business reasons.

ARTICLE 18: SICK LEAVE

(A) Employees who have completed one or more years of service shall be entitled to up to six (6) paid sick days as of the first day of the next employment year. Any sick days not taken in one employment year may be carried into the next year; however, sick days may not be accumulated for more than one year, so that the maximum number of sick days with pay in any one year shall be twelve (12).

(B) Employees with less than one year of service who have completed their probationary period shall be entitled to 1/2 of a day of paid sick leave for each month of service completed.



(C) The Employer may require the employee to furnish a doctor's note for any illness of three (3) consecutive days or more.

(D) Regular part time employees shall be entitled to paid sick leave on a pro rated basis.

ARTICLE 19: SECURITY PLAN

(A) The Employer hereby agrees to pay to the 65 Security Plan for the benefit of the employees of the Employer an amount equal to twelve (12%) percent of earnings of all employees from their first day of employment, inclusive of overtime but exclusive of any carfare pay which may be due under Article 8. The maximum earnings of any individual employee on which payments to the Plan are required shall be \$15,000 per calendar year. Effective December 1, 1985, the above payments shall be increased to thirteen (13%) percent.

(B) Payments shall be made monthly within ten (10) days of the pay period for which payments are due. A deposit equal to the monthly payment for the month of March 1985 shall be made with the 65 Security Plan on or before April 1, 1985 and shall remain on deposit with the 65 Security Plan for the term of this Agreement. Any deposit previously made by the

Employer with the Plan shall be credited towards the deposit due hereunder. The deposit shall be adjusted effective December 1, 1985 to reflect the increased rate of contribution required hereunder.

(C) The Employer shall submit with each payment a list of all employees covered by this Agreement showing the weekly 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.

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

(E) 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 and take appropriate legal action as is required by law if the Employer fails to make payments on the dates set forth above.

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

(G) In the event the Union and/or Trustees do not take strike action permitted in (E) above, and are required to enforce any award of an arbitrator requiring that money paid hereunder in any court of competent jurisdiction, then the Union and/or Trustees shall be permitted to recover attorneys' fees incurred in said judicial proceeding in such amount as the court shall determine.

ARTICLE 20: PENSION PLAN

The Employer shall continue the pension plan as set forth in Exhibit A annexed hereto for the benefit of bargaining unit employees for the term of this agreement.

ARTICLE 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, creed, color, national origin or union activities.

ARTICLE 22: VISITATION

An authorized representative of the Union may visit the Employer's facility during regular work hours for the

purpose of investigating working conditions or conferring with the Employer or the employees. Prior to visiting any work area, the Union representative shall announce his arrival to the Employer and shall not cause any interruption in production during any such visit.

ARTICLE 23: BULLETIN BOARD

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

ARTICLE 24: JURY DUTY

All employees who have passed their probationary period, 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 provided that such payment shall be made for a period of no more than two (2) weeks (or such shorter period as the employee shall be on jury duty) every second year upon the employee presenting to his Employer written evidence of jury service and a copy of receipt of payment of his jury pay, and provided further, that during the months of March through June, November and December, the employee shall notify the Employer sufficiently in advance to permit the Employer to request that the employee be excused.

ARTICLE 25: MILITARY SERVICE

All employees who have passed their probationary period, who are 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 they would have had if their employment had not been interrupted. Such employees shall upon leaving for service receive all accumulated vacation pay due.

ARTICLE 26: STRUCK GOODS

The Employer shall not require any of its employees to handle or perform any other service whatsoever on struck goods, products, or materials, coming from the premises of an employer whose employees are on strike, where the struck work is transferred to the Employer through an arrangement with the employer on strike and which but for the strike would be handled or worked on by the employees on strike.

ARTICLE 27: MOURNING TIME

All employees who have passed their probationary period, shall be compensated for all regularly scheduled working time lost for the purpose of attending the funeral or performing the religious or traditional observances on the occasion of the death of a parent, spouse, child, brother or sister, up to a maximum of three (3) days.

ARTICLE 28: WORK BY SUPERVISORS

So long as no employee is in a layoff status, the Art Director or Assistant Art Director may perform bargaining unit work, and the Production Manager or Assistant Production Manager may perform bargaining unit work not requiring artistic talent.

ARTICLE 29: WEEKLY PAY

Employees shall be paid weekly, by check.

ARTICLE 30: 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 matter shall first be taken up by representatives of the Employer and the 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 may be submitted to arbitration.

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 arbitrator shall be selected pursuant to the rules of the American Arbitration Association, and said arbitration shall proceed in accordance with the rules of said agency.

(C) In the event of a dispute with regard to a discharge, either the Union or Employer shall have the option of submitting the dispute to arbitration pursuant to paragraph

(B) above, or may invoke the following expedited arbitration procedure: For the purpose of this paragraph, George Nicolau, Esq. or, if he shall not be available, Thomas Christensen, Esq. shall, within ten days of the submission of any discharge dispute, hear the matter; and within two days of said hearing, issue an award thereon.

(D) 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.

(E) Time shall be of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

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

#### ARTICLE 31: 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, 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.

ARTICLE 32: ENTIRE AGREEMENT.

Prior to the Union organization, the Employer had established certain benefits, working conditions and practices for employees now subject to this collective bargaining agreement. In consideration of entering into this collective bargaining agreement, the Union, for itself and for all covered employees, agrees that this collective bargaining agreement is the entire agreement between the parties and no benefit, working condition or practice previously applied to covered employees and not set forth in this collective bargaining agreement shall inure to them on and after the effective date of this collective bargaining agreement.

ARTICLE 33: MANAGEMENT PREROGATIVES

(A) Subject to the provisions contained in this Agreement, the management of the Employer's operations and direction of the work force are vested exclusively with the Employer. The rights reserved to the Employer include, but are not limited to, the right to manage the facility, to direct and assign work to the work force, to determine the size and composition of the work force, to determine whether an employee's work product is of sufficient quality, to discharge employees for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons as herein mentioned, to extend, limit or discontinue operations when it may deem it advisable to do so and to change methods, procedures, schedules, facilities, processes and equipment.

(B) The Employer shall have the right to make reasonable rules and regulations for employees including rules establishing productivity standards, provided: (1) the Union is given notice of such rules and regulations, or any amendments thereto, before they become effective; (2) such rules or regulations do not violate and are not in conflict with any provisions of this Agreement; and (3) such rules are not arbitrary and unreasonable as promulgated or as enforced. Any claim by the Union that such rules and regulations, or any

amendments thereto, violate this Article shall be subject to the grievance and arbitration procedure set forth in Article 32 hereof; provided, however that pending a determination by the arbitrator, such rules and regulations shall remain in full force and effect.

(C) The Employer may engage artists on a part time basis for not more than nine (9) hours per week provided that such part time employment shall not cause or prolong the layoff of any bargaining unit employee and subject to the limitations set forth in Article 12(I).

#### ARTICLE 34: SUCCESSORS AND ASSIGNS

(A) This agreement shall be binding upon the Employer's successors and assigns.

(B) In the event that the Employer should sell, assign, transfer, or otherwise dispose of this business, it agrees to notify the Union of its intention to do so at least thirty (30) days prior to the said transfer or assignment.

ARTICLE 35: 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 such amount monthly 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 on thirty (3) 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 within ten (10) 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.

(D) So long as the Employer shall comply with the provisions of this Article, in the event the Employer shall be

subject to any lawsuit or administrative proceeding arising from deductions hereunder, then the Employer shall be indemnified by District 65 for any damages and attorneys' fees arising therefrom.

ARTICLE 36: SAFETY AND HEALTH

Employees shall not be required to perform work that exposes them to conditions hazardous to their health and safety. It is the Employer's responsibility to institute and maintain all necessary precautions to guarantee every employee a safe, healthful, and sanitary work place. The Employer shall use its best efforts to maintain the temperature in the work area no lower than 60° and no higher than 80° Fahrenheit.

ARTICLE 37: PROMOTIONS TO EXEMPT POSITIONS

In the event that an employee now covered by this agreement is promoted to an exempt position he or she shall retain seniority in his or her previous position for twelve (12) months.

ARTICLE 38: 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 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 illegal, unlawful, or in violation of any existing law, no other portion, provisions or article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights or 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.

ARTICLE 39: NO STRIKE/NO LOCKOUT

(A) The Union agrees not to call or ratify a strike or stoppage during the life of this Agreement, except as

provided in paragraph (E) of Article 20. The Employer shall not cause a lockout during the term of this Agreement.

(B) In the event of an unauthorized strike or stoppage, the Union agrees within twelve (12) 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 this Agreement.

(C) In the event that employees are discharged for violation of the terms of this Article, and in the event such matter is referred to arbitration, the arbitrator shall first determine whether the employees involved committed the acts prohibited herein; and if he finds that the prohibited acts have been committed, then and in such event they shall be deemed discharged for just cause and the arbitrator shall have no right to order reinstatement of the employee or to award any damages or back pay to any such employee.

#### ARTICLE 40: MODIFICATION

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

ARTICLE 41: NOTICE

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

ARTICLE 42: DURATION OF AGREEMENT

This Agreement shall go into effect as of December 1, 1984, immediately upon receipt of notification in writing by the Employer from the Union to the effect that this Agreement has been duly ratified, and shall continue in full force and effect until December 31, 1986 and be automatically renewed from year to year thereafter, unless notification be given in writing by either party to the other by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of this Agreement.



IN WITNESS WHEREOF, we have hereunto set our  
respective hands and seals, the day and year first above  
written.

AMES & ROLLINSON, INC.

BY: *Robert F. Rollison*

SUBJECT TO UNION RATIFICATION  
DISTRICT 65, UNITED AUTO WORKERS  
OF AMERICA

BY: *Julie Kushner, Vice President*  
*Shop Bargaining Committee*  
Staff Counsel  
By.

0772A/0207A

-  
*Barbara Schaffer*  
*Laura Cameron*  
*Helen G. Collier*

**SAFE**

11/2/86  
Handwritten  
Chick

AMES & ROLLINSON, INC.  
215 Park Avenue South  
New York, New York

October 31, 1986

District 65  
United Auto Workers of America  
13 Astor Place  
New York, N.Y.

Re: Collective Bargaining Agreement  
between District 65 and Ames &  
Rollinson, Inc. dated April 10, 1985

Gentlemen:

Pursuant to Article 42 of the above-referenced agreement, this letter will constitute notification to you that said agreement will not be deemed automatically renewed. Additionally, pursuant to Article 34 of said agreement, please be advised of our intention to sell certain of its assets on a date which will be at least thirty (30) days from the date of this notification.

Very truly yours,

AMES & ROLLINSON, INC.

By: 

President.