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AGREEMENT made as of the 20th day of December 1990, by and between AMES & ROLLINSON, INC., 20 West 22nd Street, New York, New York 10010 (hereinafter called the "Employer") and DISTRICT 65, UNITED AUTO WORKERS OF AMERICA, 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:

WITNESSETH:

All the terms and provisions of the Agreement and the modifications thereto dated May 20, 1987 now in effect between the parties and/or their predecessors are hereby renewed and extended, except as they may hereinafter be specifically modified and/or amended.

1. <u>Probationary Period</u>

All new employees shall serve a probationary period of six (6) months before being considered permanent employees. However, all employees with four or more months of service shall be entitled to holidays, vacations, sick leave and mourning time as provided in the collective bargaining agreement now in effect.

2. Holidays

(A) All employees who have passed the probationary period shall be entitled to the following paid holidays: New Year's Day; President's Day, 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.

3. Security Plan

The Employer agrees to pay National Prescription Administrators, Inc. ("NPA") to cover its employees for the pharmacy replacement program, effective October 1, 1990; and the Union agrees that, effective October 1, 1990, the Employer's payment to the Security Plan shall be thirteen percent (13%).

4. <u>Pension Plan</u>

The pension plan shall be terminated as of December 31, 1990, and the Employer agrees to distribute all monies in the pension plan to its employees. The Employer further agrees to bargain with the Union as to the method of such distribution.

5. General Wage Increase

Effective December 1, 1991, all employees shall be entitled to a cost of living wage adjustment on his/her individual salary, based on the most recent NYC CPI-W percentage figures reflecting the increase in the cost of living in the preceding 12 month period (i.e. October 1990 through October 1991 or November 1990 through November 1991, depending on the availability of figures prior to the December 1 increase), but in no event shall any employee receive less than a \$20.00 per week wage increase.

6. <u>Duration of Agreement</u>

This Agreement shall go into effect as of December 31, 1990 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 to full force and effect until November 30, 1992 and shall 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.

SUBJECT TO UNION RATIFICATION

AMES & ROLLINSON, INC.

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DISTRICT 65, U.A.W.

By: