

AGREEMENT

by and between

BROOKLYN ACADEMY OF MUSIC, INC.

and

LOCAL 2110, U.A.W., AFL-CIO

Effective July 1, 2020 – December 31, 2021

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This agreement is made and entered into the 22nd of September, 2020 by and between Brooklyn Academy of Music, Inc. located at 30 Lafayette Avenue, Brooklyn, New York 11217 (the “Employer” or “BAM”) and Local 2110, U.A.W., AFL-CIO located at 256 West 38th Street, Suite 704, New York, NY 10008 (the “Union”).

ARTICLE I
RECOGNITION

The Union is recognized as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case 29-RC-239182. See bargaining unit description attached as Exhibit B.

ARTICLE II
UNION SECURITY, DUES CHECKOFF AND V-CAP

A. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than the thirty-first (31st) day of their employment or the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and shall thereafter be obligated to pay uniformly required dues or agency fees as a condition of continued employment.

B. An employee who fails to satisfy the above shall be discharged within thirty (30) calendar days following the receipt of a written demand from the Union requesting their discharge if, during said period, the required dues or agency fees have not been tendered.

C. Upon receipt of an executed dues authorization in the form required by applicable law, the Employer shall promptly deduct from the wages all membership dues (or agency fees) as provided in the authorization form executed by the employee. Such deductions shall be made each pay period. The Employer shall notify the Union promptly of any revocation of such authorization received by it.

D. The Employer shall forward those deducted funds on a monthly basis to the Union with a report listing the names of all employees for whom dues or fees are deducted, the amount and pay period of the deduction, and delineating any amount deducted for an initiation fee, or retroactive fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

E. The Employer shall be relieved from making such deductions from any employee who is not on the payroll because of an unpaid leave of absence or whose employment has been terminated.

F. BAM shall provide new hires with an introductory letter signed by the Union and a dues authorization form.

G. The Employer shall also deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has executed an “Authorization for Assignments and Checkoff of Contributions to UAW V-CAP” form.

a) Deductions shall be made only in accordance with the provisions of and in the amounts designated in said “Authorization for Assignments and Checkoff of Contributions to UAW V-CAP” form, in accordance with this Article. The minimum contributions shall be one dollar (\$1.00) per paycheck.

A properly executed copy of the “Authorization for Assignments and Checkoff of Contributions to UAW V-CAP” form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be received by the Employer before any such deductions are made. Deductions shall be made thereafter, only under the applicable “Authorization for Assignments and Checkoff of Contributions to UAW V-CAP” forms which have been properly executed are in effect.

b) The Employer shall remit said deductions promptly to UAW V-CAP, care of the Union. Further, the Employer shall provide the Union with the names of those employees for whom deductions have been made, the amounts that have been deducted, and the pay period for which they have been deducted.

H. The Union indemnifies the Employer and holds it harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this Article including liability for any refund of all or any part of the dues and/or initiation and/or political contributions paid by or deducted from the wages of any employee and transmitted to the Union pursuant thereto. The Employer shall promptly notify the Union of any claim for such refund and the Union shall thereupon bear all responsibility therefore and shall pay all costs and expenses in connection therewith.

ARTICLE III MANAGEMENT RIGHTS

A. Except to the extent expressly modified or restricted by a specific provision of this Agreement, the Employer reserves and retains all of its management rights as such rights existed prior to this Agreement and nothing herein shall be construed to limit the Employer's exclusive right to manage its facilities and direct its workforce. Subject to and as modified by the specific provisions of this Agreement, the rights of management include, but are not limited to: the right to plan, direct, and control operations; the right to direct the work force including the right to assign duties to bargaining unit employees and determine job content; the right to determine the size of the work force and to hire, layoff, promote bargaining unit employees; the right to determine the qualifications of bargaining unit employees and to select bargaining unit employees; the right to establish, modify, eliminate, and enforce compliance with all Employer policies, including but not limited to rules, regulations, and handbook or other written performance or conduct standards; the right to modify the existing performance management/evaluation procedure; the right to discipline, suspend, or

discharge bargaining unit employees; the right to plan, direct, control, subcontract, continue, discontinue, sell, close, or relocate all or any part of the organization; the right to determine and change the method and manner of operations and the number of bargaining unit employees necessary to perform such operations; the right to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, or operation; the right to introduce or change technology; and the right to establish and change working shifts and schedules.

B. Nothing in this Agreement shall preclude non-bargaining unit members from performing bargaining unit work relating to their position to the same extent they have done in the past.

**ARTICLE IV
COMPENSATION**

A. Salary Minimums: Below are the minimum starting salaries for full-time and part-time employees (hourly rates are equal to the annual salary divided by 2080).

Salary Grade	Job Classification	Fiscal Year 2020
B	Telefund	\$15.00
C	Intern	\$16.00
D	Cinema Floor Staff and Ticket Services Representatives	\$17.00
E	Admin Hourly Worker	\$18.00
F	Assistant (Full-time hourly)	\$20.50
G	Assistant (non-exempt)	\$42,647.00
H	Coordinator (non-exempt)	\$45,588.00
I	Coordinator	\$58,500.00
K	Manager (non-exempt)	\$50,000.00

L	Manager	\$58,725.00
M	Senior Manager	\$60,539.00
N	Associate Director	\$65,700.00
O	Assistant Director	\$64,098.00

B. Ratification Bonus: Effective upon the Ratification Date, all employees who are employed by the Employer as of their respective payment date (including employees who are on furlough or working a reduced work week and excluding employees who have selected the Voluntary Separation Incentive or who have been notified of layoff) shall receive a Ratification Bonus in the amount of two percent (2%) of their salary as of February 29, 2020 (*i.e.*, excluding any work week reductions or interim increase) if the employee is paid on a salary basis or two percent (2%) of their earnings between the period of March 1, 2019 through and including February 29, 2020 if paid on an hourly basis, provided, however, that no employee employed as of their respective payment date shall receive less than a two hundred dollar (\$200) Ratification Bonus. The Ratification Bonus for actively working employees shall be paid no later than December 18, 2020 (“Active Employee Payment Date”) and the Ratification Bonus for furloughed employees shall be paid no later than December 25, 2020 (“Furloughed Employee Payment Date”).

C. Wage Increases: Employees who are employed as of April 1, 2021 shall receive the following increases to their pay rate:

- a. Effective April 1, 2021, employees in salary bands B through L shall receive a two percent (2%) increase; and
- b. Effective April 1, 2021, employees in the Senior Manager, Associate Director and Assistant Director salary bands shall receive a one and one-half percent (1.5%) increase.

D. Production Supervisors: Effective upon the Ratification Date, the Production Supervisor title shall be moved to Salary Band M and all existing Production Supervisors shall be moved to Salary Band M.

E. Merit Increases: The Employer may, in its discretion, grant merit increases to individual employees, in addition to the Ratification Bonus set forth in paragraph B above and the wage increase set forth in paragraph C above.

F. Temporary Assignment Upgrade: Effective March 27, 2021, in the event that an employee is assigned to fill the position of another employee (*i.e.*, in its entirety) for two (2) weeks or more, the employee temporarily assigned to such position shall receive the greater of the salary minimum for such position, or ten percent (10%) of the employee's salary, beginning the first day of the temporary assignment, for the duration of the temporary assignment.

G. Conversion of Full-Time Hourly Employees: Full-time hourly employees who are regularly scheduled to work an average of forty (40) hours a week (including any paid time off), fifty-two (52) weeks in each fiscal year, shall be offered the opportunity to convert to salaried status after a year of such employment. Effective upon the Ratification Date, the following employees shall be converted to full-time salary status: Adder Chu, Sashawna Donaldson, Adam Goldberg, Andreea Drogeanu, Patrece Stewart, and Emma Kilroy.

ARTICLE V

HEALTH AND WELFARE BENEFITS

A. The Employer shall make health, dental, and vision benefit plans available to eligible full-time employees. Eligibility for such benefit plans shall be determined by the requirements set forth in the applicable plan document.

B. The maximum weekly contribution rates in effect on the Ratification Date shall not be increased during the term of this Agreement. On January 1, 2022, the

maximum weekly employee contribution rates shall be effective and shall be subject to the Employer's Cost Sharing Policy (see subparagraph C below).

C. Cost-Sharing Policy: The Employer shall continue the monthly premium cost-sharing policy that exists as of the Ratification Date.

D. Buyout Policy: The Employer shall continue its healthcare Buyout Policy that exists as of the Ratification Date.

E. Nothing herein shall prevent the Employer from changing, amending, modifying or discontinuing the benefit plans and policies set forth in this Article without any further obligation to bargain with the Union, provided the Employer has changed, amended, modified or discontinued such benefit plans or policies for its non-represented employees as well.

ARTICLE VI NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee on the basis of any characteristic protected by applicable federal, state or local law(s), including, but not limited to race, religion, creed, color, national origin, ancestry, citizenship status, sex, military/veteran status, age, marital/family status, sexual orientation, gender, gender identity or expression, genetic information (including genetic predisposition or carrier status), disability, arrest record, caregiver status, sexual and other reproductive health choices, pregnancy (including childbirth, breastfeeding, and/or related medical conditions), HIV/AIDS status, union activities or sympathies, or political activities.

ARTICLE VII WORKPLACE DIVERSITY

A. The Employer and the Union are committed to workplace diversity, equity and inclusion (DEI). The Employer shall make good faith efforts to promote a diverse

workforce, including but not limited to, committing resources to recruitment, hiring, training, retention and promoting career development of bargaining unit employees consistent with this commitment.

B. Job postings and BAM's website shall state that BAM is committed to diversity, equity and inclusion.

C. Consistent with its existing policy, BAM shall release employees with pay to participate in DEI training, including the current caucus meeting process, provided such training/meeting is authorized by BAM's Human Resources Department or BAM's President (or their designee). The following conditions shall apply:

- a) Hourly employees will be paid their normal hourly rate for time spent in trainings/meetings. Salaried staff will clock in for trainings/meetings.
- b) Employees must participate in the entire training session (or caucus meeting) and sign the attendance sheet at the conclusion.
- c) Employees should avoid participating in training sessions (or caucus meetings) that would cause them to incur overtime for that week.
- d) Voluntary conversations, optional meetings, and social events shall not be compensable time unless otherwise pre-approved by BAM's Human Resources Department or BAM's President (or their designee).
- e) The Employer may change, modify or eliminate its existing compensation policy without bargaining with the Union, provided such change applies to all BAM employees, and provided further that the Employer shall not eliminate compensation for DEI training that is made available to all BAM employees.

D. BAM shall provide a copy of its 2019 New York City Department of Cultural Affairs DEI plan to the Union and any updates it makes to the Plan.

ARTICLE VIII
LABOR-MANAGEMENT COMMITTEE

There shall be a labor-management committee that shall meet quarterly (or more frequently, if necessary) to discuss issues of concern to the parties. The management representatives on the committee shall include at least one member of the Employer's executive team. The Union shall designate its own representatives to the committee which shall include a staff representative from the Union. The labor-management committee shall not discuss topics subject to Article XIX, Grievance and Arbitration. At least seventy-two (72) hours in advance of a meeting, the parties shall exchange written agendas of the matters to be discussed, or the party calling the meeting shall provide to the other party a written agenda of the matters to be discussed. The committee shall have no authority to implement changes in policies or practices, to modify the Agreement, or to bind either party to any agreement.

ARTICLE IX
HEALTH AND SAFETY

A. The Employer shall provide a safe and healthful workspace and shall comply with all applicable federal, state, and local laws regarding the health and safety of facilities and equipment.

B. The Employer and the Union agree to establish a joint Health and Safety committee comprised of two (2) representatives from each party. The committee shall meet twice a year (and, if necessary, in the event the Employer notifies the Union and the Unit Chair of any health or safety emergency affecting employees) to identify health and safety problems and discuss solutions. The committee shall have no authority to implement changes in policies or practices, to modify the Agreement, or to bind either party to any agreement.

C. The Employer shall provide health and safety training to employees (e.g., evacuation, fire safety, active shooter). The Employer shall provide evacuation instructions to employees.

D. Upon request, the Employer shall send copies of all test results or other clearance notifications to the Union and the Health and Safety committee members within forty-eight (48) hours after receipt by the Employer.

E. The Employer shall make good faith efforts to provide at least twenty-four (24) hours' advance notice to affected employees of planned painting or construction in employees' work areas. Although the Employer acknowledges that some employees' work areas are performance or exhibition spaces, nothing in this provision is intended to require notice of the painting or construction of performance and/or exhibition spaces.

F. Injury Forms: The Employer shall make C-2 workers compensation forms concerning unit members available to the Union, subject to appropriate redactions of medical or other confidential information.

G. Ergonomics: Ergonomic considerations shall be a factor in the Employer's selection of furniture and other equipment.

ARTICLE X

EMPLOYEE HANDBOOK

A. The policies set forth in the Employee Handbook, along with the Employer's Mobile Device User Agreement, Travel Policy, Job Posting Policy, Snow Day Protocol, and Birthdays, Anniversaries, Going Away Parties and Bereavement Policy, and Holiday Calendar (including Unscheduled or "Floating" Holidays and Holiday Early Closures), shall apply to bargaining unit members on the same terms and conditions as set forth in the Handbook or the policies listed herein, except where this Agreement specifies otherwise. Nothing shall preclude the Employer from modifying, changing, or

eliminating the policies set forth in the Handbook or listed herein provided that such change applies to all applicable employees. A copy of any new or amended Handbook or policy listed herein shall be provided to the Union in advance of providing it to the bargaining unit.

B. Notwithstanding the foregoing the following Handbook provisions shall be amended as follows.

a) Inclement Weather Policy: Non-exempt employees who are required to work on an inclement weather day or a day that BAM is closed because of a weather-related emergency shall receive an additional day off (*i.e.*, a holiday) at their hourly straight time rate of pay for all hours worked on site on such day.

b) Paid Holidays for Salaried and Full Time Hourly Employees: Non-exempt employees who are required to work on Thanksgiving Day, Christmas Day and New Years' Day, shall receive time and one-half (1½x) of their straight time hourly rate of pay for all hours worked on such holiday and these holidays shall not be deducted from the employee's annual holiday allotment.

c) Overtime: Non-exempt part-time employees shall receive time and one-half (1½x) of their straight time hourly rate of pay for all hours worked in excess of ten (10) hours in a day.

d) Exchange Days for Salaried Exempt Employees: Salaried exempt employees shall be permitted, at the end of each fiscal year, to cash out up to fifty percent (50%) of their accrued but unused exchange days (up to twelve and one-half days (12½) or one hundred (100) hours).

e) Hours of Work: During weeks in which there are increased workload demands on an employee, upon employee request and the Employer's approval, an employee shall not have PTO deducted if they do

not work the fifth (5th) day in the workweek, provided the employee has no essential duties to perform in their department or another department on the fifth (5th) day. The Employer shall have the discretion to approve or deny such requests and such approval shall not be unreasonably withheld.

f) Compassionate Leave: The definition of “immediate family” shall be expanded to include a “chosen family member.” A “chosen family member” is a person that the employee has an emotionally close, family-like relationship with even though they are not biologically or legally related.

ARTICLE XI

MOBILE DEVICE REIMBURSEMENT

A. The Employer recognizes that employees employed in certain job classifications may be required to use their mobile device to perform their job responsibilities. Employees in the following positions shall be eligible for a mobile device stipend: Logistical Services Coordinator; Production Supervisor, Production Coordinator, Artist Services Manager, Artist Services Coordinator, and Artist Services Representative.

B. Effective the first day of the month following the Ratification Date, eligible and actively working (i.e., non-furloughed) employees shall receive a twenty-five dollars (\$25.00) per month non-taxable mobile device stipend, which shall be paid in the first paycheck of each month.

C. Notwithstanding anything contained herein, any bargaining unit member who is currently receiving a mobile device stipend shall continue to receive such stipend.

ARTICLE XII
SUMMER FRIDAYS

Certain bargaining unit employees are currently entitled to “Summer Fridays” (i.e., the ability to leave work early on Fridays during the summer). In accordance with the Employer’s Summer Friday policy, (a) only salaried employees who do not have essential duties on Friday afternoons are eligible for Summer Fridays and (b) employees are required to work a minimum of four (4) hours on the Friday before leaving and a minimum of thirty-six (36) hours for the week to qualify for a Summer Friday. Summer Fridays traditionally begin in late June and end in early September. Consistent with its policy, the Employer shall determine the exact number and dates of Summer Fridays each year. The Employer may change, modify or eliminate its Summer Friday policy without bargaining with the Union, provided that such change applies to all salaried employees.

ARTICLE XIII
PERSONAL WORK

No bargaining unit member shall be required to do personal work for their immediate supervisor or any other employee. “Personal work” means work for which the employee’s supervisor or the other employee is not compensated. “Personal work” does not include work that is in an employee’s job description, work related to concierge and/or artist services, or work related to BAM meetings or BAM Special Events (e.g., the Gala). These examples are not intended to be an exhaustive list.

ARTICLE XIV
PERSONNEL FILES/REFERENCE CHECK

A. An employee shall have a right to review and have a copy of all material in their Personnel File upon seventy-two (72) hours’ advance notice to the Human Resources Department. The Human Resources Department shall not unreasonably deny requests that are made with less than seventy-two (72) hours’ advance notice.

B. Only authorized supervisors and designated BAM representatives or agents will have access to your personnel file. However, BAM will cooperate with and provide access to your personnel file to law enforcement officials or local, state, or federal agencies in accordance with applicable law. Confidential health/medical records are kept separate from your personnel file and will not be subject to the foregoing.

C. In response to an outside employment-related request for information regarding a current or former BAM employee, the HR Department will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former BAM employee, or their employment with BAM, will be furnished by BAM unless the employee:

- a) Authorizes BAM, in writing, to furnish this information and releases BAM from liability in connection with the furnishing of this information; or
- b) BAM is required by law to furnish any information.

ARTICLE XV

UNION REPRESENTATIVES AND STEWARDS

A. Up to two (2) duly authorized representatives of the Union shall be permitted to access the Employer's facilities at the same time to confer with the Employer and/or the employees for the purpose of verifying the performance of this Agreement, provided that such representatives provide reasonable advance notice of the visit to the Associate Vice President of Human Resources or their designee, comply with all visitation rules, and do not interfere with the work to be performed by the employees (e.g., such meeting will take place during non-working time).

B. There shall be union-designated bulletin boards in any building in which bargaining unit employees are permanently assigned to work.

C. The Union shall provide written notice to the Employer of the names of the Unit Chair and the Union delegates.

D. The Unit Chair or their designee and the grievant(s) shall be released to attend grievance meetings without loss of pay.

E. The Unit Chair shall be released for up to two (2) days per year to attend Union trainings on thirty (30) days' advance notice to the Associate Vice President of Human Resources or their designee. The Unit Chair may elect to take such days as unpaid time off or charge such days to their paid time off accruals.

F. Up to four (4) times per year, the Union may request to hold a one (1) hour bargaining unit meeting on BAM's campus during lunch breaks or after work hours. Such meetings shall take place on dates and at locations agreed upon by the Employer and the Union.

ARTICLE XVI INFORMATION TO THE UNION

A. For the purpose of verifying compliance with this agreement, the Employer shall provide notice to the Union and the Unit Chair of any newly hired bargaining unit employee within fourteen (14) days of hiring, including the employee's name, address, date of hire, job title, department, work location, salary, salary band, date of birth, personal e-mail address, ethnicity and gender, if provided by the employee.

B. The Employer shall provide notice to the Union and the Unit Chair of any voluntary separation of a bargaining unit employee (other than for layoff and disciplinary discharge) within fourteen (14) days of the occurrence, including name and date of separation.

C. The Employer shall notify the Union and Unit Chair of any permanent reclassifications (e.g., from part-time to full-time status), temporary reassignments to a different position expected to last longer than fourteen (14) days, merit increases, elimination of a bargaining unit position, transfers to a new position, or the promotion of any bargaining unit employee within fourteen (14) days of the event. Such notices shall include, as appropriate, date of merit increase or promotion, changes in title, and changes in salary.

ARTICLE XVII

LAYOFF AND SEVERANCE

A. An employee who is laid off by the Employer shall receive two (2) weeks' notice or pay in lieu thereof (equal to two (2) weeks' pay at their weekly salary). In addition, an employee who is laid off by the Employer shall be placed on a list for recall to work at BAM. If a laid off employee waives their right to be placed on the recall list within seven (7) days' notice of their layoff, the employee shall receive one (1) week of severance pay for each year of service as a full-time or part-time employee, prorated to the date of termination, in exchange for executing a general release in the form provided by the Employer and the employee complying with all employment and post-employment obligations therein. Notwithstanding the foregoing, no employee shall receive less than two (2) weeks of severance pay.

B. Notwithstanding the foregoing, the Employer shall not layoff any bargaining unit member before April 1, 2021. The Employer shall provide the Union with thirty (30) days' advance written notice of any lay off scheduled to take effect on April 1, 2021.

C. A laid off employee who does not waive placement on the recall list shall be eligible for recall to the bargaining unit position from which they were laid off or to another open position for which the employee is qualified for a period of six (6) months from the date of lay off or until December 31, 2021, whichever is longer. The determination as to whether an employee on the recall list is qualified for a position

shall be in BAM's good faith judgment. If an employee on the recall list is offered a position in their prior salary band and turns down the offer for recall, they shall be removed from the recall list. An employee on the recall list may refuse offers of work to positions in a lower salary band than their former position and a former full-time employee may refuse offers of work to a part-time position and still maintain their place on the recall list.

ARTICLE XVIII

DISCIPLINE AND DISCHARGE

- A. No employee shall be disciplined or discharged without just cause.

- B. The Employer shall notify the Union, the Unit Chair and the affected employee(s) in writing within twenty-four (24) hours of a discharge, and forty-eight (48) hours of any other disciplinary action with the reason for the discharge or disciplinary action.

- C. Newly hired employees in salary band K and above shall have a probationary period of six (6) months, and all other newly hired employees shall have a probationary period of ninety (90) days. The Employer may extend an employee's probationary period for an additional three (3) months upon written notice to the Union. During the probationary period, or any extension thereof, employees may be disciplined or discharged without just cause, and any discipline or discharge during the probationary period or any extension thereof shall not be subject to Article XIX, Grievance and Arbitration.

- D. This Article shall not apply to interns who have been employed for fewer than six (6) months.

- E. A decision not to re-engage a part-time Telefund Membership Representative shall not be considered a discipline or discharge.

ARTICLE XIX
GRIEVANCE AND ARBITRATION

A. Any dispute or controversy arising out of, or in connection with, the application or interpretation of this Agreement (hereinafter, a “grievance”), shall be settled by and between the duly authorized representatives of the Union and the Employer. All grievances must be in writing and must be delivered by either the Union to the Employer (c/o Associate Vice President of Human Resources), or by the Employer to the Union (c/o President or their designee, Local 2110 UAW), as the case may be, no later than twenty (20) business days from the date that the facts giving rise to the grievance were known or should have been known with the exercise of due diligence. The Employer and the Union shall meet within fifteen (15) business days of the receipt of the grievance.

B. Any grievance not settled by the duly authorized representatives of the Union and the Employer either party may, within twenty (20) business days of the grievance meeting submit the grievance to arbitration before a single arbitrator chosen in accordance with the Labor Arbitration Rules of the American Arbitration Association.

C. The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and shall be final and binding upon the Employer, the Union and the employees. The fee of the Arbitrator shall be shared equally by the Employer and the Union. Wherever possible, hearings shall be scheduled on the premises of the Employer or the Union.

D. In the event the time periods set forth in (A) and (B) are not adhered to, then the grievance or the arbitration, as the case may be, shall be barred and the Arbitrator shall have no authority to hear or decide it except for good cause. The Employer and the Union may extend the time limits set forth in (1) and (2) above by mutual agreement, in writing. E-mail shall suffice for any writing requirement in this Article.

E. Employees shall have a right to Union representation at each step of the grievance procedure.

F. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

ARTICLE XX
NO STRIKE/NO LOCKOUT

During the term of this Agreement, neither bargaining unit employees nor the Union shall cause, authorize, participate in, condone, threaten, sanction, or ratify any strike (whether sit-down, stay-in, general, unfair labor practice, or any other kind), slow-down, walk-out, picket, work stoppage, sick out, boycott, concerted refusal to work overtime, or any other concerted interference with the Employer's business or the operation or conduct thereof.

During the term of this Agreement, the Employer shall not lock out bargaining unit employees.

ARTICLE XXI
NOTICE TO THE UNION

Notice to the Union shall be in writing and sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union which is currently:

256 West 38th Street, Suite 704
New York, New York 10018

Notice to the Employer shall be in writing and sent electronically to Seth Azizollahoff, Associate Vice President for Human Resources (sazizollahoff@BAM.org) and/or by mail to the office of Employer, which is currently:

Attn: Seth Azizollahoff
Peter Jay Sharp Building
30 Lafayette Ave
Brooklyn, New York 11217

In the event the Union or the Employer's contact information changes, the party will notify the other within thirty (30) days of the change.

**ARTICLE XXII
SAVINGS AND SEVERABILITY**

In the event any portion of this Agreement is invalidated by the passage of legislation, final decision of a court, or government agency having competent jurisdiction, such invalidation shall apply only to the provision invalidated and all remaining provisions of this Agreement not invalidated shall remain in full force and effect. The parties shall bargain in good faith with respect to any provision found to be unlawful. Any substitution for the invalidated provision that is mutually agreed upon between the parties shall be reduced to writing and shall become a part of this Agreement.

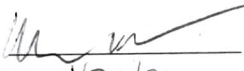
**ARTICLE XXIII
TERM OF AGREEMENT**

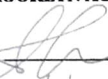
The term of this Agreement shall be from July 1, 2020, to and including December 31, 2021.

ACCEPTED AND AGREED:

LOCAL 2110, U.A.W., AFL-CIO

BROOKLYN ACADEMY OF MUSIC, INC.

By: 
Date: 1/22/21

By: 
Date: 1/22/21 Seth Azizollahoff

Sideletter #1

September 22, 2020

Ms. Maida Rosenstein
President
Local 2110, Technical, Office and Professional Union,
UAW, AFL-CIO
256 West 38th Street, Suite 704
New York, New York 10018

Dear Maida,

This side letter shall supplement the Agreement by and between Brooklyn Academy of Music (the “Employer”) and Local 2110, Technical, Office & Professional Union, UAW, AFL-CIO (“Union”) effective July 1, 2020 through and including December 31, 2021.

A) Modifications to April 20, 2020 Agreement. The parties’ April 20, 2020 agreement (the “April 20th Agreement”) (attached as Exhibit A) shall remain in full force and effect, except modified by paragraphs 1 through 10 below:

1) The “Closure Period” shall be defined as the period between April 20, 2020 and March 26, 2021.

2) The deadline for using FY19 PTO shall be extended from June 30, 2020 through and including December 31, 2021.

3) Bargaining unit members who are working a reduced work week shall have their reduced work week extended through and including March 26, 2021.

4) During the Closure Period, any bargaining unit member who is working a reduced work week of sixty percent (60%) or fifty percent (50%) shall have the right to voluntarily reduce themselves to a forty percent (40%) reduced work week upon one (1) week’s advance written notice to the Director of Human Resources.

5) Bargaining unit members who are on furlough status shall be recalled to work no later than March 26, 2021.

6) BAM reserves the right to recall individual employees from furlough prior to March 26, 2021, either on a temporary, project basis (after which the employee will return to furlough) or a permanent basis. BAM shall email employees with a notification of recall under this paragraph, with a copy to the Union. Employees who are recalled under this paragraph shall be expected to return to work within fourteen (14) days of the date of notice, unless they have a bona fide reason for requiring a later return date.

7) The Union recognizes that during the Closure Period, BAM has the right to transfer or assign employees to different positions within BAM. BAM recognizes that in doing so, it is obligated to provide adequate training for, and reasonable notice of such assignments. If an employee is assigned to perform the duties of a higher paid position for a period exceeding two (2) weeks, s/he/they shall be paid no less than the minimum rate for such higher paid position for the time spent performing that work. Under no circumstances shall an employee's wage rate be reduced as a result of such transfer or reassignment. Any employee receiving additional pay pursuant to this paragraph shall not be entitled to the Temporary Assignment Upgrade set forth in Article IV, Compensation, paragraph E.

8) Any disputes concerning the April 20th Agreement shall be subject to the grievance and arbitration procedure set forth in Article XIX, Grievance and Arbitration, of this Agreement.

9) During the Closure Period, BAM shall make reasonable efforts to canvass the list of furloughed employees and offer temporary work to qualified furloughed employees. The determination as to whether a furloughed employee is qualified for such temporary work shall be in BAM's good faith judgment and shall not be subject to the grievance and arbitration procedure set forth in Article XIX, Grievance and Arbitration, of this Agreement.

10) In the event that the Closure Period is extended beyond April 20, 2021, paragraph 1 of the April 20th Agreement shall be extended through the end date of the new Closure Period.

B) Furloughs and Reduced Work Weeks.

During the term of this Agreement, BAM shall have the right to take the following actions upon fourteen (14) days' advance written notice to the Union:

- To extend the duration of the furloughs and/or reduced work weeks;
- To move an employee from active to furlough status; or
- To make changes to an employee's reduced work week by increasing or decreasing their work week and compensation. In the event that an employee's reduced work week is temporarily increased (*e.g.*, from 80% to 100%), BAM shall have the right to return to the employee to the reduced work week amount prior to the temporary increase.

Notwithstanding the foregoing, BAM shall not move an employee from active to furlough status or decrease an employee's reduced work week (below the reduction as of the Ratification Date) prior to April 1, 2021. In the event that BAM extends the reduced

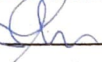
work weeks for any employee(s) beyond fifty-three (53) weeks, BAM shall re-apply for the Employer Shared Work unemployment insurance program.

This paragraph B shall expire on the last day of this collective bargaining agreement and shall not be part of the status quo, unless the parties agree such obligation shall be continued in a new collective bargaining agreement.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

Sincerely,

BROOKLYN ACADEMY OF MUSIC

By:  _____
Seth Hirsenthal

Date: 1/27/21 _____

ACCEPTED & AGREED:

LOCAL 2110, UAW

By:  _____

Date: 1/27/21 _____

Sideletter #2

September 22, 2020

Ms. Maida Rosenstein
President
Local 2110, Technical, Office and Professional Union,
UAW, AFL-CIO
256 West 38th Street, Suite 704
New York, New York 10018

Dear Maida,

This side letter shall supplement the Agreement by and between Brooklyn Academy of Music (the "Employer") and Local 2110, Technical, Office & Professional Union, UAW, AFL-CIO ("Union") effective July 1, 2020 through and including December 31, 2021.

In the event that DC 37 agrees to include sympathy strike language in the No Strike provision of its collective bargaining agreement with the Employer, Article XX, No Strike/No Lockout of this Agreement shall be deleted and replaced with the following:

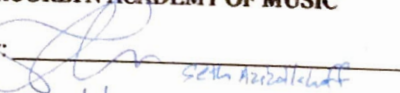
During the term of this Agreement, neither bargaining unit employees nor the Union shall cause, authorize, participate in, condone, threaten, sanction, or ratify any strike (whether sit-down, stay-in, sympathy, general, unfair labor practice, or any other kind), slow-down, walk-out, picket, work stoppage, sick out, boycott, concerted refusal to work overtime, or any other concerted interference with the Employer's business or the operation or conduct thereof.

During the term of this Agreement, the Employer shall not lock out bargaining unit employees.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

Sincerely,

BROOKLYN ACADEMY OF MUSIC

By:  _____
Date: 10/21 _____

ACCEPTED & AGREED:

LOCAL 2110, UAW

By: [Signature]

Date: 1/27/21

Sideletter #3

September 22, 2020

Ms. Maida Rosenstein
President
Local 2110, Technical, Office and Professional Union,
UAW, AFL-CIO
256 West 38th Street, Suite 704
New York, New York 10018

Dear Maida,


This side letter shall supplement the Agreement by and between Brooklyn Academy of Music (the "Employer") and Local 2110, Technical, Office & Professional Union, UAW, AFL-CIO ("Union") effective July 1, 2020 through and including December 31, 2021.

When the Employer decides to engage Telefund Membership Representatives, the Employer shall continue its current practice of posting Telefund Membership Representative positions for such campaign. The Employer shall select Telefund Membership Representatives based on the applicant's skill and ability, in its good faith judgment. If skill and ability are equal, in the Employer's good faith judgment, the applicant with the greatest length of service with the Employer (in any capacity) shall be selected.

If the foregoing constitutes our agreement, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Employer and the Union.

Sincerely,

BROOKLYN ACADEMY OF MUSIC

By:  _____
Date: 1/27/21

ACCEPTED & AGREED:

LOCAL 2110, UAW

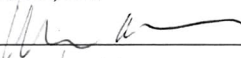
By:  _____
Date: 1/27/21

Exhibit A

MEMORANDUM OF AGREEMENT DATED APRIL 20, 2020

AGREEMENT

Brooklyn Academy of Music (“BAM”) and Local 2110, Technical, Office & Professional Union, UAW, AFL-CIO (“Union”) enter into the following agreement (the “Agreement”):

WHEREAS, pursuant to the disaster emergency declared on March 7, 2020 by the Governor of the State of the New York because of the COVID-19 pandemic, and the Executive Orders related thereto, BAM was required to close to the public as of March 14, 2020 and cancel all programming through at least June 30, 2020; and

WHEREAS, as a result of the declared emergency, BAM is currently unable to operate at full capacity, and will continue to be unable to operate at full capacity for the duration of the declared emergency, until such time as New York State and New York City begin to recover and BAM is able to re-open; and

WHEREAS, BAM and the Union acknowledge that temporary changes to working conditions are necessary during this emergency to accommodate the operational and budgetary impact of the declared emergency;

THEREFORE, BAM and The Union agree to the following conditions:

1. During the period April 21, 2020 through April 20, 2021, BAM shall not use subcontractors to displace or avoid recalling employees who are laid off, furloughed or working reduced work weeks pursuant to this Agreement.
2. BAM shall make reasonable efforts to apply for state and federal COVID relief funding, unless, in its good faith judgment, it does not believe it qualifies for such relief. If BAM obtains a forgivable loan to be used for payroll purposes, it shall notify the Union and discuss the use of the funds to restore staffing levels. The final determination as to the use of any such funds shall be BAM’s.
3. The parties previously agreed that the rate of employees’ portion of their health insurance premiums would be frozen through March 31, 2020. The parties have agreed to extend the freeze on health insurance premiums until August 31, 2020.
4. Reduced Work Week
 - a. BAM shall apply for the Shared Work Program to enable employees working a reduced work week to apply for unemployment insurance benefits.
 - b. All salary reductions shall take effect on April 21, 2020. Employees shall be restored to 100% of their work week and salary by no later than August 31, 2020, subject to paragraph 7 below. The period April 21, 2020 through August 30, 2020 shall be referred to herein as the “Closure Period.”

- c. Employee benefits (health insurance, pension benefits and life insurance, if eligible and enrolled) shall continue as if the employee was employed on a full-time basis during the Closure Period. Employees shall continue to accrue PTO during the Closure Period as if they were working on a full-time basis.
- d. The deadline for using FY19 PTO shall be extended from June 30, 2020 through and including December 31, 2020. The deadline for using FY20 PTO shall be extended from June 30, 2021 through and including December 31, 2021.
- e. Non-exempt employees on a reduced work week will be paid for all hours worked. Exempt employees will have a pro rata portion of their salary reduced and their work days will be as follows:
 - i. 80% salary means: work Monday-Thursday;
 - ii. 70% salary means: Work Monday-Thursday and earn 4 hours of VTP;
 - iii. 60% salary means: Work Tuesday-Thursday;
 - iv. 50% salary means: Work Tuesday-Thursday and earn 4 hours of VTP;
 - v. 40% salary means: Work two days per week; and
 - vi. 20% salary means: Work one day per week.

5. Furloughs

- a. Part-time hourly staff, e.g., cinema floor staff, ticket services, Telefund, Membership Desk, shall be furloughed effective April 6, 2020. Part-time hourly staff shall be paid for the week of March 30, 2020 the same amount they received for the week of March 23, 2020.
- b. All other furloughs shall be effective April 22, 2020.
- c. All furloughed employees shall be recalled by no later than August 31, 2020, subject to paragraph 7 below.
- d. Employee benefits (health insurance, pension benefits and life insurance, if eligible and enrolled) shall continue during the Closure Period as if the employee were working, except that BAM shall cover the employees' portion of any health insurance premiums.
- e. Furloughed employees will not accrue PTO during the Closure Period.
- f. BAM reserves the right to recall individual employees from furlough prior to August 31, 2020, either on a temporary, project basis (after which the employee will return to furlough) or a permanent basis. BAM shall email employees with a notification of recall under this paragraph, with a copy to the Union. Employees who are recalled under this paragraph shall be expected to return to work within fourteen (14) days of the date of notice, unless they have a bona fide reason for requiring a later return date.

6. Layoffs

- a. Employees scheduled for layoff shall be furloughed effective April 21, 2020, along with a notice of BAM's intention to lay them off effective as of May 5, 2020.

The two (2) week period from April 21, 2020 to May 5, 2020 shall be referred to as the "Notice Period." A copy of the notice shall be sent to the Union. Laid off employee must inform BAM of their decision whether to waive their rights to recall by the end of the Notice Period.

- b. Laid off employees shall be paid for all of their accrued but unused PTO and Exchange Days, subject to their execution and non-revocation of the general release described in paragraph 6(d).
- c. For laid off employees with less than one (1) year of service, BAM shall pay the applicable COBRA premiums for such employees' continued health insurance coverage through the earlier of (i) August 31, 2020 or (ii) the date an employee becomes eligible to participate in another employer's group health plan. For laid off employees with more than one (1) year of service, BAM shall pay the applicable COBRA premiums for such employees' continued health insurance coverage through the earlier of December 31, 2020 or (ii) the date an employee becomes eligible to participate in another employer's group health plan. These COBRA payments shall be subject to execution and non-revocation of the general release described in paragraph 6(d).
- d. All laid off employees shall be placed on a list for recall to work at BAM. If a laid off employee waives their right to be placed on the recall list by no later than the end of the Notice Period, BAM shall pay the laid off employee severance equivalent to one (1) week of pay for each year of service (in addition to the benefits described in paragraphs 6(b) and (c)), but in no case less than two (2) weeks of pay. To receive the severance payment, the employee must execute and not revoke a general release. BAM shall provide the Union with a copy of the general release in advance. No other payments shall be due to any laid off employee.
- e. A laid off employee who does not waive placement on the recall list shall be placed on the list for recall to work at BAM for up to twenty-four (24) months or the length of their service, whichever is less. To maintain their place on the list, they must keep BAM HR apprised of their current email address and telephone number. BAM will canvass the recall list in writing in January 2021, July 2021 and January 2022 to ascertain if individuals on the list are still available for work at BAM. To continue to maintain their place on the recall list, the employee must respond in writing to confirm their availability for work at BAM to the Director of HR within two (2) weeks of receiving BAM's notice.
- f. In the event that BAM restores the position formerly held by an employee on the recall list, the employee shall be recalled. If the employee turns down the offer of recall, the employee shall be removed from the recall list, and the position shall be treated as a vacancy.
- g. In the event that a vacancy occurs, BAM will offer the vacancy to the most senior employee on the recall list who is qualified to perform the position. If the most senior qualified employee turns down the position, BAM will offer it to the next most senior qualified employee and so on. In no event shall BAM fill the position

from outside the recall list unless there is no qualified employee on the recall list. The determination as to whether an employee is qualified for a position shall be in BAM's good faith judgment.

- h. If an employee on the recall list is offered and accepts a position in their prior salary band, the employee shall be restored to no less than their prior salary at the time of layoff, plus any intervening across-the-board increases.
 - i. An employee on the recall list who is offered a position in their former salary band and turns down the position, shall be removed from the recall list. Employees on the recall list may refuse offers of work to positions in lower or higher salary bands than their former position and still maintain their place on the recall list. Full-time employees shall not be removed from the recall list for turning down a part-time position.
 - j. An offer of recall shall be made in writing and shall include the title, salary band, department and general schedule of hours. The offer shall be emailed to the employee with a copy to the Union. The employee must respond to the offer of recall in writing to the Director of HR within seven (7) days of the date of the email. An employee accepting an offer of recall must be available to begin work at BAM within fourteen (14) days of the date of the offer unless they have a bona fide reason for requiring a later start date.
 - k. In the event an employee on the recall list removes themselves from the list for any reason, the employee shall not be eligible for the severance payment described in paragraph 6(d).
 - l. A recalled employee shall have their seniority, including eligibility for benefits, restored upon return to work.
 - m. BAM shall provide the Union with timely notice of vacancies.
7. In the event of a dispute over the interpretation or application of this Agreement, the parties shall meet promptly to try to resolve the dispute. If the parties are unable to resolve the dispute, the Union may submit the dispute to Arbitrator Ralph Berger or Arbitrator Daniel Brent within thirty (30) days of the meeting. The parties shall flip a coin to determine which Arbitrator shall be contacted to hear the first case. Thereafter, any further cases shall be rotated between the Arbitrators. All orders and decisions issued by the Arbitrator shall be final and binding on the parties. The cost of the arbitration shall be split equally between the parties.
8. In the event that BAM has not reopened or is not fully operational by August 31, 2020, the parties shall meet to discuss extending this Agreement and modifying the deadlines set forth herein.
9. Both parties reserve the right to make additional proposals regarding staffing changes as circumstances develop related to the COVID-19 pandemic.

10. The parties acknowledge that this Agreement shall have no precedential effect with regard to any other matter between BAM and the Union, and it shall not be cited by either party in any future arbitration or other proceeding, except any arbitration or other proceeding to enforce the terms of this Agreement.

For the Union:

For the Employer:

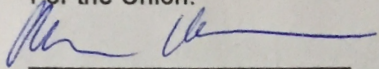
UAW 2110

Brooklyn Academy of Music

Dated: _____

Dated: _____

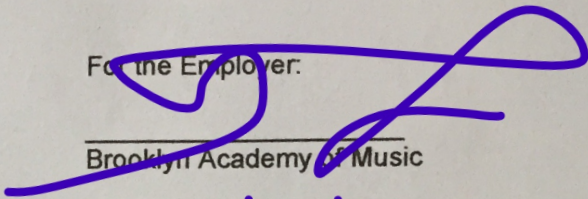
For the Union:



UAW 2110

Dated: April 20, 2020

For the Employer:



Brooklyn Academy of Music

Dated: 4/20/20

Exhibit B

BARGAINING UNIT DESCRIPTION

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
APPENDIX A

Brooklyn Academy of Music, Inc.

Case 29-RC-239182

UNIT AND ELIGIBLE VOTERS

The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time employees employed by the Employer at its Brooklyn, NY facilities:

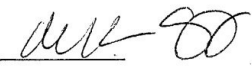
Accounting Manager
Accounts Payable Administrator
Administrative Assistant
Administrative Coordinator
Advertising Manager
Archives Assistant
Archives Manager
Artist Services Manager
Artist Services Representative
Assistant Cinema Manager
Assistant Director, Special Events
Associate Director of Design
Associate Director of Content Strategy
Associate Director, Donor Recognition
Associate Director, Operations and Analytics
Associate General Manager
Assistant Manager, Ticket Services
Assistant Video Editor
BAM Cinema Technical Manager
Bazaar Assistant
Board Relations Assistant
Budget and Contract Manager
Community Affairs and Bazaar Manager
Content Marketing Coordinator
Copy Writer
Creative Services Associate
Creative Services Project Manager
Database Manager
Department Coordinator, BAM Cinema
Designer

Initials: 

Case 29-RC-239182

Page 4 of 7

Desktop Analyst
Development Operations Assistant
Digital Media Assistant
Education Assistant
Education Manager
Engineering Project Manager
Finance Assistant
Finance Coordinator
Floor Staff
Front of House Representative/Rentals Assistant
Head Floor Staff
Head Usher
Humanities Assistant
Institutional Giving Assistant
Institutional Giving Manager
Intern
Intern Program Coordinator
Logistical Services Coordinator
Major Gifts Coordinator
Manager of Artistic Planning
Manager of Digital Operations
Manager, Operations Education
Marketing & Publicity Assistant
Marketing Manager
Marketing Publication Manager
Marketing Revenue Manager
Membership Assistant
Membership Manager
Membership Representative
On site Representative – Membership Sales
Operations and Rentals Manager BAM Fisher
Operations Coordinator
Operations Manager Marketing
Patron Programs Manager
Patron Services Assistant
Patron Services Manager
Print Trafficker
Processing Archivist
Production Coordinator
Production Supervisor
Program Analyst
Program Assistant Visual Arts

Initials: 
Page 5 of 7

Case 29-RC-239182

Program Manager
Project Cataloger
Project Coordinator
Project Supervisor
Publications Assistant
Publicity Manager
Repertory Film Programmer
Research Manager
Senior Desktop Analyst
Senior Editorial Manager
Senior Manager Audience Development & Insights
Senior Manager of Patron Services and Donor Relations
Senior Manager, Budget & Operations
Senior Manager, Patron Programs
Senior Marketing Manager
Senior Marketing Manager Cinema
Senior Operations Manager
Senior Production Supervisor
Senior Ticket Services Representative
Senior Repertory Film Programmer
Senior Web Developer
Special Events Assistant
Special Events Coordinator
Sponsorship and Corporate Relations Manager
Staff Accountant
Ticket Services Coordinator
Ticket Services Representative
Video Editor
Video Editor and Motion Designer
Video Producer
Visual Arts Development & Sales Manager
Web Developer

And all other full-time and regular part-time employees not excluded below, employed by the Employer at its Brooklyn, NY facilities.¹

Eligible to vote are all Interns in all of the Employer's departments who were employed for the 6 months preceding the election eligibility date; and Telefund-Membership Representative employees who have worked two or more fund-raising campaigns, including the current campaign. However, employees who were terminated for cause or who quit voluntarily prior to the completion of the last job for which they were employed, are not eligible.

¹ Inasmuch as the parties have not agreed as to whether Andrea Montesdeoca, Administrative Assistant, President's Office, and Ava Kinsey, Associate Director of Education are eligible to be included in the unit, they may vote subject to challenge.

Initials: 

Case 29-RC-239182

Page 6 of 7

Excluded: All on-call ushers, per diem teaching artists, human resources employees, custodians, lead custodians, buildings services associates, lead maintenance technicians, stagehands, make-up artist and hair stylist workers, wardrobe workers, Treasurers, Assistant Treasurers, Phone Room Assistant Treasurers, Per Diem Treasurers, Press Agents, Associate Press Agents, Theater Managers, Associate Theater Managers, employees already represented by another labor organization, and all guards, managers, supervisors, and confidential employees under the Act.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending June 2, 2019**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.