

This Agreement is made and entered into on the 23 of December, 2021 by and between Film at Lincoln center, located at 70 Lincoln Center plaza, New York, NY (“Employer” or “FLC”) 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

Film at Lincoln Center, Inc. (FLC) recognizes Technical, Office and Professional Union Local 2110 UAW (“the Union”) as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case 02-RC-266419, namely all full-time and regular part-time employees employed by the Employer at 70 Lincoln Center Plaza, New York, New York 10023 and at theaters operated by FLC at Lincoln Center, and excluding all projectionists, moving picture machine operators, technicians, engineers, managerial employees, confidential employees, guards, and supervisors as defined by the National Labor Relations Act.

Article II – Union Security and V-Cap

1. All members of the bargaining unit shall either become members of the Union or pay agency fees to the Union no later than thirty (30) calendar days after the start of their employment or the execution 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.
2. 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 the employee has been provided statutorily sufficient notice of the delinquency and the required dues or agency fees have not been tendered.
3. Upon receipt of a valid, executed Dues Authorization Form from a bargaining unit employee, FLC shall deduct from the employee’s wages all Union membership dues (or agency fees) as provided in the authorization form executed by the employee. Such deductions shall be made each pay period. FLC will notify the Union promptly of any revocation of such authorization received by it.
4. FLC shall forward funds deducted pursuant to any valid, executed Dues Authorization Form on a monthly basis to the Union with a report listing the names of all employees for whom dues or fees were deducted, the amount and pay period of the deduction, and any amount deducted for an initiation fees 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.

5. FLC shall be relieved from making such dues deductions from any employee who is on an unpaid leave of absence or whose employment has been terminated for any reason.
6. FLC shall provide newly hired bargaining unit employees with an introductory letter signed by the Union per Exhibit ___ and a Dues Authorization Form.
7. FLC agrees to deduct voluntary contributions to the UAW V-CAP Fund from the pay of any bargaining unit employee who provides FLC with an executed "Authorization for Assignment 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 Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.
 - b. A properly executed copy of the "Authorization for Assignment 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 delivered to FLC before any such deductions are made. Deductions shall be made thereafter, only under the terms set forth in the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form which has been properly executed and is in effect.
 - c. FLC agrees to remit said deductions promptly to UAW V-CAP, care of the Union. FLC further agrees to furnish 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.

The Union agrees that it will indemnify and hold FLC harmless from any claims, demands or other forms of liability arising from any action taken by FLC related to this Article, including without limitation any claims or awards of damages against FLC and any required refund of dues, fees and/or political contributions made by the Employer on behalf of any employee.

Article III – Management Rights

Except to the extent expressly and specifically abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the Union becoming the

collective bargaining representative of the employees covered by this Agreement. The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Employer's rights: to plan, direct and control its operations; to establish, alter, or continue policies, practices, and procedures for the conduct of its business, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to select and to determine and, from time to time, re-determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by the Employer; to establish and change represented employee work schedules, assignments, locations and standards of performance and conduct; to hire, transfer and promote represented employees, or to layoff, suspend, or terminate employees at any time and for any reason; to subcontract bargaining unit work to third parties for legitimate business reasons; to make and enforce reasonable rules for employee conduct, performance, and safety; to have sole editorial oversight and exercise sole authority on all decisions involving content or work assigned and produced and the methods used for such work; and to discontinue operations or practices in whole or in part or transfer, sell, or otherwise dispose of the business in any way.

Article IV – Union Rights

1. Upon reasonable advance notice to the Employer and at mutually agreeable times, union representatives shall have reasonable access to the premises for the purpose of conferring with its delegates and/or employees covered by this Agreement. Such visits shall not interfere with FLC's operations. Union representatives shall comply with all applicable visitation rules while on FLC's premises.
2. There shall be one union-designated bulletin board in the Employer's main office and one union-designated bulletin board in the Walter Reade Theater pantry and in the EBM ticket office.
3. The Unit Chair or a union delegate shall be permitted to handle grievances without loss of pay at times approved by the employee's supervisor, which shall not be unreasonably denied subject to business and operational concerns.
4. The Unit Chair or a union delegate shall also be released up to four (4) times per year for up to three (3) hours to attend Union meetings or trainings without loss of pay. The Union may request to consolidate the above times, which request FLC will not unreasonably deny. Such time shall be scheduled at mutually convenient times (i.e., not during a Festival or other such event).

5. Members of the unit shall be released from work for one (1) hour up to three (3) times per year for the purpose of attending a unit meeting without loss of pay, on dates and at times agreed upon by the Union and FLC, taking business and operational needs into consideration. FLC shall not unreasonably deny the use of their space for such meetings.

Article V – Compensation

Full-Time Staff Employees

A. Minimum Salaries

Grade	Titles	Minimum Salary
1	Assistant*	\$45,000
2	Associate	\$52,000
3	Sr. Associate; Copy Editor	1/1/2022: \$55,000 1/1/2023: \$56,500 1/1/2024: \$58,000
4	Coordinator; Assistant Programmer; Ticketing Mgr.	1/1/2022: \$57,500 1/1/2023: \$59,000 1/1/2024: \$60,000
5	Sr. Coordinator; Manager 1, Jr. Publicist; Jr. Designer; Jr. Programmer; Deputy Editor	1/1/2022: \$62,000 1/1/2023: \$63,500 1/1/2024: \$65,000
6	Manager 2; Programmer; Publicist; Designer	1/1/2022: \$68,000 1/1/2023: \$70,000 1/1/2024: \$72,000
7	Sr. Manager; Sr. Programmer; Sr. Publicist	1/1/2022: \$75,000 1/1/2023: \$77,500 1/1/2024: \$80,000

* Employees will be promoted out of Grade 1 (Assistant) at the latest after 18 months years of continuous employment (not including any leaves of absence).

** Employees in titles in Grades 1-4 shall be classified as non-exempt for overtime purposes and entitled to overtime pay within the meaning of applicable laws.

B. Annual Increases

Effective January 1, 2022, the wage rate or salary of each employee covered by this Agreement shall be increased to the greater of (i) the minimum wage rate or salary set

forth in Section A herein above or (ii) a 4% increase to their existing wage rate or salary.

Employees shall receive a 3.0% wage increase effective January 1, 2023.

Employees shall receive a 3.0% wage increase effective January 1, 2024.

C. Promotional Increases: Employees promoted to a higher classification (grade) shall receive an increase to the minimum salary of the grade into which they have been promoted or a 6.5% salary increase, whichever is greater.

Part-Time/Theater Staff

A. Minimum Rates

1. Theater Associates (Box Office/Ushers/Office Asst./Cust. Srv./Concessions):

Effective Jan. 1, 2022

0-1 Years of Service: \$17.00/hour

1-3 Years of Service: \$18.00/hour

3+ Years of Service: \$19.00/hour

Effective Jan. 1, 2023

0-1 Years of Service: \$17.75/hour

1-3 Years of Service: \$18.75/hour

3+ Years of Service: \$19.75/hour

Effective Jan. 1, 2024

0-1 Years of Service: \$18.50/hour

1-3 Years of Service: \$19.50/hour

3+ Years of Service: \$20.50/hour

2. Assistant Theater Managers:

Effective Jan. 1, 2022

0-1 Years of Service: \$21.50/hour

1-3 Years of Service: \$22.50/hour

3+ Years of Service: \$23.50/hour

Effective Jan. 1, 2023

0-1 Years of Service: \$22.25/hour

1-3 Years of Service: \$23.25/hour

3+ Years of Service: \$24.25/hour

Effective Jan. 1, 2024

0-1 Years of Service: \$23.00/hour

1-3 Years of Service: \$24.00/hour

3+ Years of Service: \$25.00/hour

B. Annual Increases: Theater Staff shall receive increases to the applicable January 1, 2022 rate or a 4.0% increase, whichever is greater, on January 1, 2022. Any employee who does not receive an increase after January 1, 2022, including as a result of the above minimum wage tables, shall receive a 3% increase on January 1, 2023. Any employee who does not receive an increase after January 1, 2023, including as a result of the above minimum wage tables, shall receive a 3% increase on January 1, 2024.

Nothing herein shall prohibit FLC from granting greater increases to, or from paying greater than the applicable minimum to, any full-time or part-time employee.

Article VI – Health Insurance

1. Subject to the applicable benefit plan's rules of eligibility and applicable law, bargaining unit employees shall be eligible for coverage under FLC's health insurance plan(s) on and under the same terms and conditions as they are made available to non-bargaining unit employees employed by FLC.

2. Effective April 1, 2022, Employees participating in the FLC health insurance plan shall pay the following additional amounts each month toward their health insurance premium:

- A. Employees earning less than \$75,000 per year:
- \$12/month if enrolled in an individual plan
 - \$25/month if enrolled in a family or spouse + employee plan

Notwithstanding the above, no employee earning less than \$75,000 shall have their share of health insurance premiums increase by more than 7% effective April 1, 2022.

B. Employees earning \$75,000 or more per year:

- \$25/month if enrolled in an individual plan
- \$40/month if enrolled in a family or spouse + employee plan

3. Effective October 1, 2022 (the beginning of the 2023 plan year), any increases in premium amounts in 2023 and in subsequent plan years will be borne equally by the Employer and the employee (i.e., if the annual premium for an employee's elected plan increases by \$300 in plan year 2023, the employee shall pay an additional \$150 toward the total cost of the annual premium in 2023 and in subsequent years), except that employees earning less than \$75,000 shall not have their health insurance premium costs increase year-over-year by more than 7% in any plan year.

Article VII - Pension Plan

Bargaining unit employees shall be eligible to participate in the LCPA Pension Plan as made available and on the same terms provided to non-unit employees.

Article VIII – Discipline and Discharge

1. No employee shall be disciplined or discharged without just cause.
2. FLC 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/disciplinary action.
3. Notwithstanding Section 1 above, FLC shall have the right in its sole discretion to discipline and/or discharge any full-time employee in their first six (6) months of employment and any part-time theater employee within their first three (3) months of employment for any reason. FLC may request that the Union extend an employee's probationary period for up to three (3) additional months for performance-based reasons, which request shall not be unreasonably denied by the Union. For the sake of clarity, during such probationary period, including any extension thereof, employees may be disciplined without just cause, and any discipline or discharge of an employee during their probationary period shall not be subject to the provisions set forth in Article XVIII (Grievance & Arbitration) of this Agreement.

Article IX – Compensatory Time

1. (a) The parties recognize and acknowledge that work in the evenings and on weekend days may sometimes be required, especially in connection with special events or specific projects (e.g., festivals, director series; Gala). When such work is required, FLC may adjust full-time employees' schedules to accommodate such work requirements (i.e., schedule employees to work Tuesday-Saturday during a festival or other event that requires weekend work; schedule employees to begin work later on a

day on which they are asked to work during a festival event in the evening or to begin work later on the day following such event). In such instances, FLC shall endeavor to provide reasonable notice of the change to employees.

(b) In changing the schedule of any non-exempt employee in connection with a special event or special project, FLC may adjust an employee's schedule to start work later (i.e., at 1pm) on a day or the day after a day on which the employee is required to work late (i.e., until 9pm or later), or to work Tuesday-Saturday rather than Monday-Friday in order to work a Saturday event, but FLC shall not require an employee to work six or seven hours rather than eight hours a day during a week in which the employee works an evening or weekend event solely to avoid overtime hours and pay. There shall be a four (4) hour minimum call for non-exempt employees for work on a 6th Day in a work week.

2. Full-time exempt employees who work their regular weekly (Monday-Friday) schedule and who, at the written request of their supervisor or a senior staff member and upon approval of the Director or Human Resources, perform more than two (2) hours of work (a) on the weekend in connection with a special event or specific project, (b) on a company holiday, or (c) in connection with the Gala shall receive compensatory time (comp time) for such work in amounts as follows:

- a. More than 2 hours but less than 4 hours of work: ½ comp day
- b. More than 4 hours of work: 1 comp day

3. FLC shall make every effort to provide employees with at least two weeks' notice of the schedule of their anticipated work during any special event or festival (e.g., New York Film Festival; New Directors/New Films Festival; Gala) in advance of the event, which may include a revised schedule of days of work to ensure coverage within each department.

4. FLC shall track earned and accumulated compensatory time. Upon request, employees will receive an accounting of their accrued compensatory time.

5. Any comp time must be used within three (3) months of being earned. Comp time shall be scheduled at management's discretion, and management shall make best efforts to allow employees to use comp time within a week of accrual (or immediately before if the accrual of comp time is scheduled in advance), understanding that operational concerns may not permit immediate use of comp time (i.e., during the pendency of the Film Festival). Managers will not unreasonably deny requests for use of compensatory time and shall make best efforts to provide adequate opportunities to use

comp time within the three-month period following its accrual. Comp time will not be paid out if unused.

Article X – Vacation

1. Regular full-time employees are eligible for paid vacation leave of fifteen (15) days per calendar year during the first five (5) years of continuous employment. Beginning with the sixth (6th) year of service, employees are eligible for twenty (20) days of paid vacation leave each calendar year. Vacation shall accrue in equal amounts on a monthly basis. During the first year of employment, employees are eligible to accrue and take vacation on a pro-rated basis.

2. All requests for vacation leave must be submitted to and approved in advance by an employee's manager. Managers shall not unreasonably deny vacation requests, recognizing, however, that requests may be denied in whole or in part due to business or operational needs (i.e., during festivals or other periods of time when a high volume of work is anticipated; managing multiple requests for leave at the same time within the same department).

3. For vacations of five (5) days or greater, employees must submit a request for leave at least one (1) month in advance. For vacations of four (4) days or fewer, request must be made at least two (2) weeks in advance, whenever possible.

4. Employees may carry over up to ten (10) accrued, unused vacation days from one calendar year to the next calendar year, but any such carried over vacation days must be used by August 31st of the following year or they will be forfeited. In cases where management determines that the operational needs of the department do not permit an employee to take his/her/their carried over vacation time prior to August 31st, it may extend the deadline to use the carried over days for up to 90 additional days, by which time the vacation must be used or it will be forfeited. Any such extensions must be granted in writing by FLC's Director of Human Resources.

Article XI - Holidays

The following days shall be observed as holidays:

New Year's Day
MLK Jr. Day

Labor Day
Columbus Day

President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day (July 4 th)	Christmas Day

FLC shall continue its practice of providing paid time off between December 24 and New Year's Day.

Holidays which fall on Saturday are observed on the preceding Friday. Holidays which fall on Sunday are observed on the following Monday.

In accordance with past and current practice, FLC shall pay part-time theater staff at 1.5x the employee's regular hourly rate for all work on the above holidays.

Article XII – Part-Time Employee Hourly Benefits

Beginning at the end of the probationary period set forth in Article VIII, part-time employees shall accrue paid time off at the rate of eight (8) hours of PTO for every 250 hours of work, up to a maximum of five (5) days each year. Part-time employees may request that any such time be paid out up to two times per year. Such paid time off may not be carried over and must be utilized within six months of accrual. Management shall provide part-time employees with notice of their accrual of paid time off. All such paid time off must be requested of and approved by the Director of Theater Operations at least one week in advance of use.

Article XIII - Parental Leave

1. Employees may take parental leave to care for a newborn or adopted child for up to twelve (12) weeks. Subject to applicable law, the first four weeks of any parental leave shall be fully paid (FLC shall pay the difference between the employee's salary and the amount they receive pursuant to the New York Paid Family Leave Act (NYPFL)). For the following eight weeks, employees may elect to utilize unused, accrued vacation or personal leave (on a prorated basis at 1/3 day of PTO for every day of parental leave) to make up the difference between the NYPFL benefit and the employee's full salary. FLC shall maintain health benefits for an employee on parental leave on the same basis as an active employee.

2. The above parental leave shall run concurrently with FMLA, STD and any other statutory leaves.

Article XIV – Child Care Subsidy

Management will make best efforts to work with employees with family obligations to schedule work outside of regular working hours (i.e., during the NYFF) on dates and at times convenient to employees, recognizing that business and operational concerns may require such work. When an employee with a child under the age of 13 is required to work a significant amount of time on weekends or weeknights during the Gala or NYFF, the employee shall be entitled to reimbursement for childcare expenses up to \$35 per day/night. An employee's written (e-mailed) request for reimbursement for childcare costs shall constitute sufficient confirmation that such costs were incurred.

Article XV – Professional Development Fund

1. FLC shall dedicate at least \$15,000 annually toward costs associated with courses, workshops/training, seminars, conferences or festivals, and/or other employee professional development opportunities and training that will enhance the employee's career at FLC. FLC shall endeavor over time to provide opportunities to a wide array of employees at different titles and levels of experience. FLC shall have sole discretion over the type or kind of opportunities provided to employees and over which employees are provided such opportunities.

2. Requests for funding must be submitted and approved by FLC. The allocation to individuals of monies set forth in this provision shall not be subject to the grievance and arbitration provisions of this Agreement, except that in the event that aggregate employee applications for funding exceeded \$15,000 in a year in which FLC disbursed less than \$15,000 in the aggregate toward such applications, the Union may grieve and arbitrate FLC's failure to allocate the full \$15,000.

Article XVI - Labor Management Committee

1. The Union and FLC agree to establish a joint Labor-Management Committee consisting of three (3) bargaining unit employees and three (3) management representatives that shall meet quarterly (or more frequently upon mutual agreement) about issues of concern to the parties. The management representatives on the committee shall include at least one member of FLC's executive team. The Union shall designate its own representatives to the committee which shall include a staff representative from Local 2110.

2. The parties shall exchange written agendas of matters to be discussed in Labor-Management meetings at least forty-eight (48) hours in advance of the meetings.

3. The committee shall not have the independent authority to implement changes to policies or practices or to modify provisions of this Agreement, but may recommend such

changes or interpretations to management and/or the Union.

4. A delegation of bargaining unit members appointed by the Union shall have a right, upon request, to meet at least once per year with FLC's Executive Director to discuss major policy issues, e.g., expansion plans, elimination or creation of new programs or initiatives, etc.

Article XVII - Subcontracting and Temporary Employees

Section 1: Subcontracting

A. FLC may enter into subcontracts and/or engage outside personnel on a non-staff basis.

B. If any contractor who is an individual person has regularly performed work performed by unit employees averaging twenty (20) or more hours per week for five (5) consecutive months or six (6) months in a nine (9)-month period, such person shall become a regular bargaining unit employee or be terminated/disengaged. If such individual becomes a bargaining unit employee, FLC shall have the right to determine the individual's schedule, including whether the individual will be a part-time or full-time employee. FLC shall notify the union of any contractor who has worked more than 20 hours a week for more than 90 days.

C. FLC may request a specific extension of the period of engagement of up to three (3) months. Approval shall not be unreasonably withheld by the Union if FLC presents a legitimate business or operational reason for the extension (e.g., the individual is covering for more than one person on leave or more than one vacated position; a suitable replacement for an open position has not been found despite diligent attempts to do so).

D. Notwithstanding the above, where a contractor has been engaged by the Company to cover for an employee on any leave, the contractor's period of engagement shall be automatically extended to cover the duration of the employee's leave.

Section 2: Temporary Employees

A. The parties recognize that, from time to time, it may be necessary for FLC to hire temporary employees who are not covered by this Agreement to perform work performed by unit employees, including for the purpose(s) of: filling a temporarily vacant bargaining unit position; accommodating a temporary surge in workload; substituting for a bargaining unit employee during a period of paid or unpaid leave; and/or engaging for a limited period of time someone with specialized skills in particular area.

B. Temporary employees shall not be included in the bargaining unit or covered by this Agreement unless the period of employment exceeds eighteen (18) weeks. In such case, the employee(s) shall be discharged or included in the bargaining unit and covered by the Agreement, in which case their seniority date shall be retroactive to

their original start date with FLC. FLC shall notify the union of any temporary employee who has worked more than 90 days.

C. Notwithstanding the above, where a temporary employee has been engaged by FLC to cover for an employee on any leave, such temporary employee shall not be covered by this Agreement for the duration of the employee's leave. FLC shall inform the union of any such temporary employment.

D. Interns shall be considered temporary employees for the duration of their internship, which shall not exceed six (6) months, absent extensions not to exceed four (4) weeks for business reasons (i.e., the intern is completing a project or staying through the end of a special project or festival). Interns whose employment exceeds six months (or seven months if extended for business reasons) shall be included in the bargaining unit. FLC shall not classify entry-level employees as interns to evade obligations under this Agreement.

Article XVIII - Grievance and Arbitration

1. A grievance shall be defined as any dispute arising out of the interpretation, application, or alleged violation of this Agreement.

2. First Step: Written Grievance. The Union shall present any grievance in writing to FLC's Executive Director or their designee. The Employer shall present any grievance in writing to the President of Local 2110 or their designee and the Unit Chair. Any grievance must be submitted within forty-five (45) days of the time at which the facts giving rise to the grievance were known or, upon reasonable due diligence, should have been known.

3. Second Step: Grievance Meeting. A meeting to discuss the grievance shall be held with the Executive Director or their designee(s), a Union representative, the Unit Chair or Union delegate, and the grievant within fifteen (15) days of the receipt of said grievance. The Executive Director, Local 2110 President, or their respective designee(s) shall issue a written response to the grievance within ten (10) business days after the grievance meeting. The failure to submit a written response shall not constitute or result in an adjudication or resolution of the grievance, but shall entitle the party that filed the grievance to proceed to Step 3.

4. Third Step: Arbitration. If the grievance is not resolved at Step 2 or thereafter, the party filing the grievance shall have a right to proceed to an arbitration within thirty (30) days of the receipt of the written response to the grievance.

5. Grievances timely submitted to arbitration shall be decided by one of the following arbitrators selected and assigned on a rotating basis: Abigail Levy, Marlene Gold and Alan Symonette.

6. Absent the parties' mutual, written agreement to extend the time limits set forth in Sections 1 and 3 above, such time limits shall be binding on the parties, and an Arbitrator shall not have the authority to decide any grievance not timely filed or

submitted to arbitration without substantial cause.

7. The arbitrator shall not have the authority to add to, subtract from, or modify the terms of this Agreement. The decision of an arbitrator shall be final and binding on all parties.

8. The costs of the arbitration shall be borne equally by both parties.

9. Where this Article requires written submissions, notices or responses, such requirement may be satisfied by email communication to FLC's Executive Director and Human Resources Director and the Union's Unit Chair and Local 2110 representative.

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

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

Article XIX – Seniority and Transfers

1. **Seniority:** An employee shall accrue seniority from the date of hire. Employees shall continue to accrue seniority during a leave of absence of up to three (3) months and shall maintain, but not accrue further seniority on an authorized leave of absence which exceeds three (3) months.

2. **Transfers:** FLC shall give good faith consideration to internal applications for open positions made according to standard recruiting processes.

3. **Vacancies:** Notice of vacancies shall be sent out on a staff-wide email at least three (3) business days prior to external posting. Emails shall specify bargaining unit status and shall include job title, minimum salary, and a short description of responsibilities and qualifications.

4. **Additional Hours:** Whenever possible and consistent with operational needs, FLC shall offer additional hours to existing part-time theater employees before creating additional part-time theater positions. Preference for such additional hours shall be on the basis of seniority and availability.

5. **Temporary Transfers:** In the event that an employee is assigned to perform a substantial part of the duties of a vacant position in a higher classification (i.e., the duties of an employee who is no longer employed with FLC and the position has not yet been filled) for four (4) or more weeks, the employee shall receive bonus compensation for any such time retroactive to the first day of the assignment in the amount of the differential in pay between the employee's existing salary and the minimum for the vacant higher-level position, or ten percent (10%) of the employee's salary, whichever is greater.

Article XX – Workplace Health and Safety

1. FLC shall provide a safe and healthful workspace.
2. Health and Safety Committee: The Union and FLC agree to establish a joint Health and Safety committee composed of at least two (2) management and two (2) bargaining unit representatives. The committee shall convene no less than twice per year and, where practicable, in the event of an urgent health and safety situation, including but not limited to severe weather events. The committee shall work to identify health and safety problems and recommend solutions, discuss health and safety procedures and training for employees, and review test results. The committee shall not have any authority to adopt or implement changes in policies or practices or otherwise bind either party to any agreement, including to modify the terms of this Agreement or to make or implement decisions regarding office or theater closure.
3. The committee shall be promptly notified of any urgent workplace health and safety situation affecting unit employees.
4. FLC shall send copies of all workplace safety test results or other clearance notifications to the Union and the Health and Safety committee members within forty-eight (48) hours after receipt by FLC.
5. FLC shall provide health and safety training (e.g., fire safety, evacuation, food hygiene, active shooter, pandemic related health procedures and protocols) and necessary protective equipment to employees at FLC's expense.
6. Injury Forms: FLC shall make C-2 worker's compensation forms concerning unit members available to the Union, subject to appropriate redactions of medical or other confidential information.
7. Painting and Construction: FLC shall provide the Unit Chair or Union delegate with at least twenty-four (24) hours advance notice of planned painting or construction done in employees' work areas and break room(s). Notwithstanding the above, although FLC will make good faith efforts to provide advance notice of painting and construction work in theater spaces, it is understood that advance notice may not be possible or practicable due to business and/or operational concerns.
8. Ergonomics: While FLC retains discretion over the selection and assignment of office furniture and equipment, it shall include ergonomic considerations in making such decisions.

Article XXI – No Discrimination

Employees shall not be discriminated against on the basis of any characteristic protected by federal, state or local law, including race, color, religion, creed, national or ethnic origin, sex, gender, gender identity and expression, age, disability, pregnancy

(including childbirth and related medical conditions), disability, HIV status, marital or civil partnership status, sexual orientation, genetic information, predisposition or carrier status, military or veteran service or status, alienage or citizenship status, or union status or union activities, each as defined and as established by applicable law.

Article XXII - Workplace Diversity

1. FLC is committed to workplace diversity and shall make good faith efforts in the areas of recruitment, hiring, and promotion of bargaining unit employees and to foster career development and promote a diverse workforce at all levels consistent with this commitment.

2. FLC may continue to provide mandatory DEI training and require unit employee attendance at DEI meetings, which shall occur on work time. FLC may also establish DEI policies and practices, including, for example, with regard to communicating with staff, patrons and vendors.

3. Up to four (4) times per year, management shall meet with up to three (3) Union-appointed unit members to discuss DEI issues, including recruitment, retention, advancement, and mentorship of employees, and policies and practices as they relate to diversity. In such meetings, Union and management representatives may discuss, among other things, FLC's plan and initiatives with regard to the diversification of its organization, and employees may recommend actions or strategies on any DEI-related issue, which management shall consider in good faith at its discretion. Any overtime non-exempt or part-time Union-appointed member of the committee shall be paid at the employee's applicable wage rate for time spent at any DEI committee meeting.

4. The Union shall appoint one (1) bargaining unit member to participate in any DEI staff committee or council implemented by FLC. FLC will share and discuss its plan and initiatives with regard to diversification of its organization and programs with member representatives on any DEI committee or council.

Article XXIII - Layoffs and Severance

1. FLC shall provide no less than two (2) weeks' advance notice of a layoff or position elimination, or pay in lieu of notice. Notice shall be given to the Union, the Unit Chair, and to any affected employee(s).

2. Any employee who is laid off for business or operational reasons and/or whose position is eliminated (i.e., not discharged employees), shall be placed on a recall list. If a vacancy occurs at FLC for which an employee on the layoff list is qualified, at any time during the six (6) months following the employee's layoff, the laid off employee will be offered the open position. In the event that there are two (2) or more such qualified employees who are on the layoff list, FLC may at its discretion elect to recall

the employee it believes is the best qualified for the position.

3. If a laid off employee waives their right to be placed on a layoff recall list within ten (10) days of the layoff, the employee shall receive two weeks of severance pay for each of their first five years of service (i.e., two weeks per year) and one and one-half weeks of severance pay for every year of service thereafter, prorated to the date of termination (layoff), provided that the employee executes a severance agreement and general release of claims in a form acceptable to FLC. Notwithstanding the above, no employee shall receive more than thirty (30) weeks of severance pay or less than two (2) weeks of severance pay. FLC also shall pay any laid off employee any accrued, unused vacation up to a maximum of fifteen (15) days.

4. If an employee on the layoff list is not recalled to work within six months or declines an offer of recall (in which case they will be removed from the list), they shall be provided the severance pay set forth in Section 3 above, provided that they execute an agreement and general release in a form acceptable to the FLC.

5. Notwithstanding the above, FLC shall provide no less than thirty (30) days' notice of any technological change that will result in the elimination of a bargaining unit position and layoff of a bargaining unit employee. Notice shall be to the affected employee(s), the Union, and the Unit Chair and shall include the nature of the change, the anticipated date of change, and the name(s) and job title(s) of affected employee(s). Upon request, FLC shall meet with the Union to discuss the material adjustment of any job description(s) resulting from such technological change, provided that FLC shall be entitled to proceed with any such changes in job duties, responsibilities and/or description. FLC shall provide sufficient training to employees following any such technological change.

6. In the event that an employee is laid off as a result of a technological change, the employee shall be eligible for an additional two (2) weeks of severance pay.

Article XXIV - Personal Work

Employees shall not be required to perform personal work, service, or errands for any other employee, board member, or "VIP." "Personal work" does not include errands or other services related to FLC special events (e.g., New York Film Festival). This provision does not restrict actions undertaken voluntarily by employees.

Article XXV - Personnel Files

1. Unit employees shall have a right to review and have a copy of all material in their Personnel File upon forty-eight (48) hours' notice to the Human Resources Department.

2. Only an employee's immediate supervisor, senior supervisory staff, Human Resources personnel and designated Union representatives shall have access to an employee's personnel file. Notwithstanding the above, FLC may provide access to or documents or information contained in an employee's personnel file in accordance with applicable law, including in response to a valid request from law enforcement, a federal, state or local governmental agency and/or a valid subpoena or legal discovery request.

Article XXVI - Remote Work

Departments will consider arrangements for working remotely where such an alternative work arrangement is consistent with the department and operating needs of the organization, as reasonably determined by management. In evaluating requests, management shall consider, among other things, the individual's job duties and the nature of the work.

Article XXVII - Information to the Union

1. FLC shall provide notice to the Union and the Unit Chair of new hires in any bargaining unit position within fourteen (14) days. Such notice shall include the name, email address, date of hire, job title, department, salary, weekly schedule, home address, home telephone number, work extension, work location, date of birth, gender, and race/ethnicity of the bargaining unit employee, as well as any offer letter provided to the employee and any job description applicable to the role.

2. FLC shall provide notice of terminations, other than layoffs or disciplinary discharges, to the Union and the Unit Chair within seven (7) days of occurrence, including name and date of termination.

3. FLC shall provide notice to the Union and the Unit Chair of transfers, promotions, relocation, wage increases, and changes in job description of any bargaining unit employee within fourteen (14) calendar days of occurrence.

4. Except in the unusual circumstance where advance notice is impracticable (e.g., pandemic closure), FLC shall provide no less than three (3) weeks' advance notice to the Union, the Unit Chair, and any impacted employees of any reorganization that will

result in a reduction of positions. Such notice shall include names of affected employees, title and department of affected and/or new position(s), projected date of change, and reason(s) for change. At its discretion, FLC may provide pay to impacted employees in lieu of the notice set forth above.

Article XXVIII - No-Strike, No Lockout

During the term of this Agreement, neither the Union nor any represented employee shall, cause, sanction, encourage or engage in any picketing or strikes (including any sympathy strike), work stoppages, or other job actions (e.g., boycott) that interfere with FLC's operations.

If, during the term of this Agreement, Union-represented employees engage in any such strike or work stoppage, the Union, at the request of FLC, will advise any such employees (by phone and email or other electronic means) that the Union does not authorize, ratify or condone such activities and that any such activities should cease immediately. Any violation of this provision by individual employees may subject employees to discipline, up to and including discharge.

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

Article XXIX - Notice to the Union

Any written notice to the Union shall be sent electronically to local2110@2110uaw.org and/or by mail to the office of the Union which is currently

UAW Local 2110
223 West 38th Street, Unit 1419
New York, NY 10018

Article XXX - Severability

If any provision of the Agreement is adjudicated to be invalid or unlawful, no other portion, provision, or article of this Agreement shall be invalidated. In the event any provision of this Agreement is held or adjudged to be illegal, or in violation of any present or future law, the parties agree to meet promptly and to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid.

Article XXXI - Duration

Article XXXI - Duration

This Agreement shall commence as of December ~~20~~ ²⁰, 2021 and shall expire December 31, 2024.

Sam *20* *W*

Local 2210, U.A.W., AFL-CIO

FILM AT LINCOLN CENTER

Mr. Rosena

Wiley

Raymond
Andrew

W.S.

D.S.

Cliff