

2023 – 2028 COLLECTIVE BARGAINING AGREEMENT

between

**TECHNICAL, OFFICE AND
PROFESSIONAL UNION LOCAL 2110 UAW**

(“Union”)

and

FILM FORUM

(“Employer”)

Dated as of July 1, 2023

TABLE OF CONTENTS

	<u>Page</u>
I. RECOGNITION	1
II. UNION SECURITY & VCAP	1
III. INTRODUCTORY PERIODS	2
IV. BENEFITS	2
A. Health Insurance	2
B. 403(b) Plan Match.....	3
C. Vacation	3
D. Paid Sick and Personal Time	3
E. Holidays	4
F. Holiday Pay.....	4
G. Parental Leave Supplemental Pay.....	4
H. Cell Phones	4
I. Credit Card Tip Technology	4
V. WAGES	5
A. Hourly-Paid Employees	5
B. Full-time Salaried Administrators.....	6
VI. PROMOTIONS FROM THEATER POSITIONS TO ADMINISTRATIVE POSITIONS.....	7
VII. LABOR-MANAGEMENT COMMITTEE.....	7
VIII. DISCIPLINE AND DISCHARGE	7
IX. GRIEVANCE AND ARBITRATION.....	8
X. ADDITIONAL HOURS	8
XI. TEMPORARY ASSIGNMENTS	8
XII. FLEXIBLE WORK ARRANGEMENTS FOR NON-THEATER STAFF	9
XIII. CALL-IN MINIMUM	9
XIV. TRANSFERS.....	9
XV. POSTING OF VACANCIES.....	9
XVI. LAYOFFS.....	9
XVII. SENIORITY	10
XVIII. REORGANIZATION	10
XIX. HEALTH AND SAFETY WORKPLACE CONDITIONS	10
XX. MANAGEMENT RIGHTS	11
XXI. SUBCONTRACTING	11

XXII. TEMPORARY EMPLOYEES 11

XXIII. UNION RIGHTS 12

XXIV. PERSONAL WORK..... 12

XXV. PERSONNEL FILES..... 13

XXVI. NONDISCRIMINATION..... 13

XXVII. WORKPLACE DIVERSITY..... 13

XXVIII. LABOR PEACE..... 13

XXIX. INFORMATION TO THE UNION..... 14

XXX. NOTICE TO THE UNION..... 14

XXXI. SEVERABILITY..... 14

XXXII. SUCCESSORSHIP 14

XXXIII. NO ALTERATION 14

XXXIV. PERSONNEL POLICIES..... 14

XXXV. OTHER TERMS AND CONDITIONS OF EMPLOYMENT 15

XXXVI. DURATION..... 15

2023 – 2028 COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (hereinafter referred to as “CBA” or “Agreement”) between, Technical, Office and Professional Union Local 2110 UAW (hereinafter referred to as the “Union”) and Film Forum (hereinafter referred to as the “Employer”).

I. RECOGNITION

Film Forum recognizes the Union as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 02-RC-294654, including all full time and regular part-time employees employed by the Employer, and excluding all employees represented by another labor organization, confidential employees, managers, guards and supervisors as defined by the Act.

II. UNION SECURITY & VCAP

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.

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.

The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

Upon receipt of a written notice from the Union, the Employer shall promptly deduct from the employee’s 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 will notify the Union promptly of any revocation of such authorization received by it.

The Employer shall forward those 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.

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, layoff, or whose employment has been terminated.

The Employer shall provide new hires with an introductory letter signed by the Union per Exhibit A to this CBA, a Union membership form, and a copy of the Agreement. A Union representative shall be entitled to hold a Union orientation meeting with a new employee during work hours within fifteen (15) business days of notice of their hire.

The Employer agrees to deduct from the pay of an employee voluntary contributions to UAW-VCAP, provided that such employee has executed an “Authorization for Assignment and Checkoff of Contributions to UAW-VCAP” form.

Deductions shall be made only in the amounts designated in said “Authorization for Assignment and Checkoff of Contributions to UAW-VCAP” form, and in accordance with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

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

The Employer agrees to remit said deductions promptly to UAW V-CAP, care of the Union. The Employer 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.

III. INTRODUCTORY PERIODS

An introductory probationary period for Employees shall be ninety (90) days (“Introductory Period”), beginning the first day of work; provided, however, that upon notice to the Introductory Period employee and the Union, the Introductory Period may be extended for an additional thirty (30) days with the agreement of the Union which shall not be unreasonably withheld. The Employer may, in its sole discretion, discipline any Introductory Period employee, up to and including termination of employment, for any reason. An Introductory Period employee who is disciplined or discharged during the Introductory Period shall not have recourse to challenge the discipline or termination in the parties’ grievance and arbitration procedure. Employment prior to the most recent Break in Service (if any) shall not count toward the 90-day Introductory Period (i.e., the period will start anew), unless the employee is returning to the same position the employee occupied immediately prior to the Break in Service. A Break in Service is defined as a consecutive 12-month period during which Employee is not employed by Film Forum, exclusive of any period during which the Theater is closed (e.g., during a period of pandemic resulting in closure).

IV. BENEFITS

A. Health Insurance

Film Forum will offer regular, full-time employees a group medical insurance plan. Film Forum will contribute 100% of the premium cost for employee-only coverage for such plan. Film Forum shall have the right to amend, modify, or change the group medical insurance plan annually upon reasonable notice to the Union, but in no event fewer than 14 days, provided that the plan offered to Employees shall be the same plan offered to the Director.

B. 403(b) Plan Match

As soon as practicable after execution of this Agreement, the Employer will amend its 403(b) retirement savings plan to provide for a 50% match on Employee contributions, up to a maximum match of \$1,500 annually, for all Employees who have completed 24 months of service with Film Forum. The Employer's match will increase to 50% of an Employees' contributions, up to a maximum match of \$2,-000 annually, upon Employee's completion of 48 months of service with Film Forum.

C. Vacation

Full-time Salaried Employees who complete their Introductory Period shall be entitled to vacation as follows:

1. In their first year of employment (after the Introductory Period): 10 days
2. After 1 year of employment: 15 days
3. After 2 years of employment: 17 days
4. After 3 years of employment: 20 days

Up to 5 days of unused vacation time may be rolled over to the following year, but must be used before the Employee's next anniversary date or it will be forfeited. Employees must work with their supervisor and obtain approval to schedule vacation at a mutually-convenient time. Vacation requests will not be unreasonably denied.

Paystubs shall reflect accrued but unused vacation and sick time.

Part-time employees who assume full-time positions shall, for purposes of Vacation, be credited with ½ year of employment for each year of part-time work. For example, a part-time theater employee who is promoted to a full-time administrative position after 2 years of part-time employment will receive 15 days of vacation upon assuming the full-time position. Vacation may not be taken during the first 45 calendar days after assuming a full-time position.

D. Paid Sick and Personal Time

Full-Time Employees: Between July 1, 2023 and June 30, 2026, on the anniversary date of each full-time Employee's full-time hire, full-time Employees shall be provided 5 paid sick days (40 hours) and 3 paid personal days. Starting July 1, 2026, on the anniversary date of each full-time Employee's full-time hire, full-time Employees shall be provided 7 paid sick days (56 hours) (rather than 5 paid sick days), and 3 paid personal days. Personal days should be scheduled as far in advance as possible, and require the approval of the Employee's supervisor/manager. New full-time Employees shall be given a pro-rated number of sick and personal days based on their first date of employment, provided that no personal day may be used during the Introductory Period.

Part-Time Employees: Shall receive paid sick time in accordance with the New York City Earned Safe and Sick Time Act.

Unused sick and personal days shall not rollover year to year (except for part-time employees pursuant to the NYC ESSTA) and will not be paid out upon cessation of employment for any reason.

E. Holidays

Juneteenth will be added to the list of Holidays in the Employee Manual.

F. Holiday Pay

The Employer's theater is open 365 days per year. Film Forum will pay Hourly-Paid Employees a 50% premium rate (i.e., time and one-half their regular rate of pay) if they work on the following holidays: Martin Luther King Jr. Day, Presidents Day, Indigenous People's Day, Thanksgiving Day, Christmas Day, and New Year's Day.

G. Parental Leave Supplemental Pay

Pursuant to the New York State Paid Family Leave statute ("NYPFL"), eligible employees are entitled to leave from work to bond with a newborn, adopted, step or foster child; or a domestic's partner's child within the first 12 months after birth, adoption or placement. Employees approved for NYPFL receive benefits from the employer's insurance carrier ("NYPFL Payment"), which currently are equal to 67% of the employee's average weekly wage, subject to a statutory cap.

Between July 1, 2023 and June 30, 2026, any employee who has been employed by Film Forum for at least eighteen (18) months will, upon approval for NYPFL, receive payments from Film Forum equal to the difference between the NYPFL Payment and their average weekly wage (less withholdings and deductions) for the first four (4) weeks of NYPFL leave, pursuant to Film Forum's ordinary payroll practices and schedule. Starting July 1, 2026, the 18-month period referenced above shall be reduced to twelve (12) months. In calculating the applicable 18-month period and 12-month period, employment prior to the most recent Break in Service, if any, shall not be counted. A Break in Service is defined as a consecutive 12-month period during which Employee is not employed by Film Forum, exclusive of any period during which the Theater is closed (e.g., during a period of pandemic resulting in closure).

Employees may pro-rate PTO to make up the difference between NYPFL benefits and their average weekly wage at all other times.

H. Cell Phones

If Employer requires and Employee to use a cell phone as part of his/her/their regular duties, the Employer will pay for a monthly cell service/data plan not to exceed \$90.00 per month. Such payment shall be made directly to the cell provider.

I. Credit Card Tip Technology

The Employer will make reasonable efforts to integrate "tip" (gratuity) technology into its POS system.

V. WAGES

A. Hourly-Paid Employees

The minimum hourly wage rates shall be as follows:

1. Theater Staff: \$18.00/hr.*
2. Events Staff: \$24.00/hr.
3. Fill-in Manager: \$26.00/hr.
4. Facilities: \$33.00/hr.

**Theater Staff Guaranteed Minimum Increase:* Any Theater Staff earning less than \$19.00 as of May 1 (“Pre-CBA Wage”) shall receive an increase to the greater of a \$19.00 minimum hourly wage rate or \$1.50 above their Pre-CBA Wage.

Ratification Payment: Hourly Staff shall receive a \$1,000.00 “Ratification Payment” (less withholdings and deductions) on the second payroll date after CBA execution (provided that they were on the Film Forum payroll as of May 1 and on the date the Ratification Payment is made).

Increases During the Term of the CBA: Hourly-paid Employees (including the “fill-in manager” and “events personnel”) shall receive increases as follows:

1. Effective no later than the second payroll date after CBA execution: \$1.50 for Events Staff, Fill-in Manager, and Facilities employees employed before May 2, 2023 (Theater Staff will receive an increase either in the form of an increase to the minimum hourly wage rate or the Theater Staff Guaranteed Minimum Increase, above).
2. Effective on the first anniversary date of this Agreement: \$1.00 (all hourly-paid employees)
3. Effective on the second anniversary date of this Agreement: \$1.00 (all hourly-paid employees)
4. Effective on the third anniversary date of this Agreement: \$1.25 (all hourly-paid employees)
5. Effective on the fourth anniversary date of this Agreement: \$1.25 (all hourly-paid employees)

B. Full-time Salaried Administrators

The minimum annualized salaries shall be as follows:

Category 1 = \$46,000 annually (pro-rated appropriately for part-time)

Lobby & Administrative Assistant
Membership Assistant
Premieres Assistant
Print & Administrative Coordinator
Repertory Assistant
Development Assistant

Category 2 = \$55,000

Digital Content Manager
Database and IT Manager
Junior Accountant
Premieres Programming Associate
Repertory Associate

Category 3 = \$67,000

General Operations Manager
Publicist
Repertory Programming Manager
Senior Manager, Individual Giving & Membership

Guaranteed Minimum Increase: Any Category 1, 2, and 3 Employee who was employed prior to May 1 and, as of the day prior to the execution of the CBA, is below their applicable minimum salary (set forth above) (“Pre-CBA Salary”) shall receive the higher of the minimum salary (set forth above) or a 5% increase to their Pre-CBA Salary.

Ratification Payment: All Category 1, 2, and 3 Employees shall receive a \$1,000.00 “Ratification Payment” (less withholdings and deductions) on the second payroll date after CBA execution (provided they were on the Film Forum payroll as of May 1 and on the date Ratification Payment is made).

Increases during the Term of the CBA:

1. Effective no later than the second payroll date after CBA execution: 5% for Employees employed before May 2, 2023 (who do not receive an increase due to the establishment of the minimums set forth above).
2. Effective on the first anniversary date of this Agreement: 4%
3. Effective on the second anniversary date of this Agreement: 3%

4. Effective on the third anniversary date of this Agreement: 4%
5. Effective on the fourth anniversary date of this Agreement: 4.5%

*The salary minimums for each category will increase by no less than the general wage increase, effective on the first anniversary date of this Agreement.

*Nothing in this agreement shall preclude the Employer from awarding increases in excess of what is required by this Agreement (without negotiating with the Union).

In the event that the Employer adds new positions covered by this Agreement, it shall be entitled to place such new position in one of the Categories above, subject to negotiation with the Union.

VI. PROMOTIONS FROM THEATER POSITIONS TO ADMINISTRATIVE POSITIONS

The first 45 calendar days that an Employee begins work in an administrative position following promotion from a theater staff position shall constitute a "Trial Period." During the Trial Period, the Employer shall return an Employee to his/her/their former theater position upon Employee's request. Similarly, if in the Employer's sole judgment the Employee is not performing adequately in the position during the Trial Period, the Employer may return the Employee to his/her/their former theater position. (Any sick or other time off shall extend the 45-day period for an equal number of days.)

VII. LABOR-MANAGEMENT COMMITTEE

The Union and the Employer agree to establish a joint Labor-Management committee that shall meet twice per year (or more frequently, as agreed by the parties) about issues of concern to the parties that touch upon their employment. The Employer representatives on the committee shall include at least one member of the Employer's leadership team and the maximum number of Employer representatives shall be three (3). The Union shall designate up to three (3) of its own representatives to the committee which may include one (1) staff representative from Local 2110. Dates and times of such meetings to be mutually agreed upon, and may be held on work time. Such meetings will be held at mutually-agreeable times, which the parties will strive to schedule during regular office hours.

This Committee shall function in an advisory capacity only, and thus the Employer shall not be required to implement any Committee recommendation.

VIII. DISCIPLINE AND DISCHARGE

No non-Introductory Period employee shall be disciplined or discharged without just cause.

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 seventy-two (72) hours of any other disciplinary action that is more severe than an oral warning with the reason for the discharge or disciplinary action.

IX. GRIEVANCE AND ARBITRATION

A grievance shall be defined as any dispute over the interpretation, application, or alleged violation of the Agreement. Nothing in this Agreement prevents an employee from informally resolving concerns with their Supervisor prior to the grievance procedure set forth below. Any such resolution shall have no precedential effect.

Procedure:

First Step: The Union shall send a written grievance to the Director or their designee within thirty (30) days of the occurrence or within thirty (30) days of when the Union knew or reasonably could have known of the occurrence. The Director or designee shall respond within ten (10) business days.

Second Step: If not resolved at First Step, a meeting to discuss the grievance shall be held with the Director or their designee, Union representatives and the grievant(s) within ten (10) business days of the receipt of the written grievance. The Director or designee shall issue a written response to the grievance within ten (10) business days after the meeting.

Arbitration: If not resolved at Second Step, the Union shall have a right to submit the grievance to arbitration within sixty (60) days of receipt of the written decision issued in Second Step. The grievance shall be submitted to one member of a panel of no less than three (3) arbitrators to be mutually agreed upon by the Employer and the Union. Arbitration cases shall be rotated in alphabetical order among the members of the panel. The decision of an arbitrator shall be final and binding on both parties. The costs of the arbitration shall be borne equally by both parties.

Other: Grievances concerning the termination of an employee, health and safety matters, or grievances that concern multiple employees may be filed by the Union commencing at Step Two of the procedure. Employees shall have a right to Union representation at each step of the procedure. In the event that the Employer does not comply with the foregoing time limits, the Union may advance the grievance to the next step. The procedure set forth herein shall serve as the sole and exclusive means for the peaceable settlement of grievances that may arise between them during the term of this Agreement. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an arbitration award.

X. ADDITIONAL HOURS

Whenever additional hours of work are available, whenever possible, they will be offered to current employees (in the same job title corresponding to the additional hours) prior to retaining temporary employees, provided that such additional hours will not trigger overtime wage obligations.

XI. TEMPORARY ASSIGNMENTS

In the event that an employee is assigned a substantial portion of another Employee's duties for more than fifteen (15) consecutive working days because of a vacancy which has not been filled

or due to another employee's temporary absence, the employee shall receive a differential pay for each week equal to the greater of the minimum for the position the employee is filling in for, or ten percent (10%) of the employee's salary, retroactive to the first day of the temporary assignment.

XII. FLEXIBLE WORK ARRANGEMENTS FOR NON-THEATER STAFF

All non-Theater Staff employees may request to work remotely up to two days per week, provided that: 1) they have successfully completed their Introductory Period; 2) their job duties are suitable for remote work; and 3) the Employee's supervisor has approved the remote work arrangement, all in their reasonable discretion. Remote work arrangements may be amended or rescinded in the reasonable discretion of the Employer. The Employer will not unreasonably deny requests from non-theater staff for changes in hours or shifts consistent with operational feasibility.

XIII. CALL-IN MINIMUM

In the event that an hourly-paid Employee is scheduled to work less than a four-hour shift, the hourly-paid employee will nonetheless receive a "show-up" rate of four (4) hours.

XIV. TRANSFERS

Employees shall be considered for transfer into open positions for which they are qualified before the Employer considers outside applicants. The Employer shall determine the qualifications in its reasonable judgment, taking into account such factors as the Employee's work experience, relevant skills, and demonstrated performance. Nothing shall prohibit the Employer from considering outside applicants even if an internal applicant meets the minimum qualifications for the position (in the Employer's reasonable judgment). Where qualifications are equal, the internal applicant or the applicant with greater seniority will be selected for the open position.

XV. POSTING OF VACANCIES

Vacancies shall be posted internally by staff email in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring salary range, schedule of hours, and a short description of responsibilities and qualifications. Such postings shall be available for no less than three (3) working days. A copy of the job posting shall be sent to the Union. Any internal candidates shall be entitled to be interviewed for the vacancy.

XVI. LAYOFFS

The Employer shall be permitted to lay off employees upon ten (10) days' notice or pay in lieu of notice. Notice shall be given in writing to the Union, the Unit Chair and to any affected employee(s).

In the event of a layoff, the least senior employee in the job title shall be laid off first. In the event that the affected employee is qualified to fill a vacant position at the Employer, the vacancy shall be offered to the laid off employee before any other applicant. In the event of two or more laid off

employees qualified to fill the vacancy, the vacancy shall be offered first to the most senior of the qualified, laid off employees.

If a vacancy occurs for which a laid off employee is qualified in the Employer's reasonable discretion, at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position. In the event that there are two (2) or more such qualified employees who are on layoff status, the employee with the most seniority shall be offered the position.

Any non-Introductory Period employee who is laid off shall receive severance pay in the amount of one (1) week per year of service. No employee shall receive less than two (2) weeks of severance pay. The maximum severance paid will be twenty-six (26) weeks. The Employer also will pay for COBRA continuation coverage of Employer's group health plans through the month following the month in which the Employee is laid off.

For purposes of clarity, employees who were terminated for cause or who quit voluntarily are not eligible for severance pay.

XVII. SENIORITY

An employee's seniority shall be determined by their original date of hire. Employees shall continue to accrue seniority during an approved leave of absence of up to six (6) months.

XVIII. REORGANIZATION

The Employer will notify the Union and the Unit Chair no less than forty-five(45) days in advance of an organizational restructuring that will result in a reduction of bargaining unit positions, the creation of new bargaining unit job titles, or new bargaining unit job descriptions for existing employees. Such notice shall include names of affected employees, title and department of affected employees and/or new position(s), and projected date of change.

XIX. HEALTH AND SAFETY WORKPLACE CONDITIONS

The Employer shall provide a safe and healthful work space.

Issues concerning health and safety may be raised at the Labor Management Committee. An employee should alert management should a health and safety issue arise that needs immediate attention.

If the Employer becomes aware of an urgent health or safety condition which poses material risk to Employees, it shall notify the Employees and the Union promptly.

The Employer shall provide ongoing health and safety training to employees in the areas of evacuation, fire safety, and health and safety protocols.

The Employer shall provide appropriate and safe equipment for employees' usage.

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

Hazard Pay: The Employer will pay time and a half to essential employees if they are required to report to work on-site when the NYC public transit system is closed due to weather or other emergency.

In the event of a national, state, or local health emergency which requires immediate action, including but not limited to a pandemic or epidemic, the Employer may unilaterally implement policies and procedures necessary to protect the health and safety of the Film Forum community on an emergency basis.

XX. MANAGEMENT RIGHTS

Except as limited or modified by the express terms of this Agreement and/or by applicable law, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively by the Employer, including, without limitation to: determine and fulfill the Employer mission, manage and operate Employer programs; discipline Employees for just cause; hire Employees, determine their qualifications, and assign and direct their work; set standards for employees not inconsistent with the terms of this Agreement; promulgate rules and regulations, and supervise employees; determine the Employer calendar and hours of work; determine or modify hours of operation; layoff of Employees; determine staffing patterns and design; determine the number of Employees and kinds of employees required; move or modify facilities; establish budgets and budget procedures, determine budgetary allocations, and invest its resources; set consumer pricing; determine the methods of raising revenue; manage and operate the Employer's business, publications, finances, and facilities; direct, plan and control all Employer operations; establish and/ or change existing operational methods, technologies, materials, equipment, and facilities; to subcontract work; restructure and reorganize its operations; and to exercise sole discretion on all decisions involving the scope of the Employer's mission and business. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

XXI. SUBCONTRACTING

In addition to the use of temporary employees as set forth in Article [X], the Employer may engage outside personnel on a non-staff basis to provide services provided that no such engagement results in the layoff of a bargaining unit employee or elimination of an existing bargaining unit position.

XXII. TEMPORARY EMPLOYEES

Temporary employees are those who are engaged to work for a period of no longer than ninety (90) calendar days, who are so informed at the time of hire, for the purpose of replacing an employee on a leave of absence or vacation, or filling a job vacancy while an active search is being made for the vacancy. Temporary employees also may be engaged to work for a period of no

longer than thirty (30) days to accommodate a temporary surge in workload. Temporary employees are excluded from the unit. If a temporary employee is replacing someone on an approved leave of absence, then the applicable ninety (90) day period referenced above shall be extended for the entire duration of the approved leave; a temporary employee status also could be extended by mutual agreement of the parties.

1. The Employer will pay a temporary employee who is temping in a theater staff position no less than the minimum rate of a regular employee, if the Employer directly engages the temporary employee.
2. If a temporary employee is retained beyond the ninety (90) day period referenced above, they will be included in the bargaining unit and covered by the contract. Their seniority will be their original date of hire as a temporary employee.

Interns who are primarily students and are employed by Film Forum for a period not to exceed six (6) months will be excluded from the bargaining unit.

XXIII. UNION RIGHTS

Union representatives shall have reasonable access to the Employer premises for the purpose of conferring with its delegates and/or employees covered by this Agreement, provided that such representatives provide adequate notice, but not less than twenty-four (24) hours prior to their arrival, and follow all protocols for entering the building. Film Forum shall not unreasonably deny access for requests made with less notice. Such visits shall not interfere with the Employer operations.

There shall be a Union-designated bulletin board.

The Unit Chair and up to one (1) Union delegate shall be released to attend meetings involving grievances or other union business with the Employer without loss of pay. They shall also be released without loss of pay once per month for no longer than two (2) working hours to attend steward meetings and up to one (1) day per year without loss of pay to attend Union training(s).

Members of the unit shall be released from work for one (1) hour up to twice per year for the purpose of attending a unit meeting without loss of pay, on dates and times agreed upon by the Union and the Employer. The Employer shall provide an appropriate space for such meetings. The Employer shall not unreasonably deny such requests to meet during hours the theater is not accessible by the public, and upon request sufficiently in advance of the planned meeting, shall not unreasonably deny an appropriate space for such meetings.

The Employer shall not unreasonably deny a request for an unpaid leave of absence for Union business, provided that only one Employee shall be on such leave at any given time.

XXIV. PERSONAL WORK

Employees shall not be required to perform personal services for any other employee, Board Member, Vendor, Patron, or Visitor of the Employer.

For purposes of clarity only (and without limiting other examples), ordering/obtaining meals for employees' consumption on premises related to meetings or special events (e.g., in-person events at the theater or member appreciation events), or work that is in an employee's job description, is not a personal service.

XXV. PERSONNEL FILES

An employee shall have a right to review and have a copy of all material in their Personnel File with a seventy-two (72) hour notice to the designated Employer representative.

All materials in an individual's employment file shall remain confidential. Only authorized representatives will have access to an employee's personnel file. The Employer will cooperate and provide access to an employee's personnel file to local, state and federal agencies in accordance with applicable law.

Confidential health/medical records will be kept separately from an employee's personnel file.

XXVI. NONDISCRIMINATION

Employees shall not be discriminated against on the basis of actual or perceived race, color, national origin, alienage or citizenship status, religion or creed, gender (including "gender identity" – which refers to a person's actual or perceived sex, and includes self-image, appearance, behavior or expression, whether or not different from that traditionally associated with the legal sex assigned to the person at birth), disability, age (18 and over), military status, prior record of arrest or conviction, marital status, genetic predisposition or carrier status, sexual orientation, or status as a victim of domestic violence, a sex offense or stalking, union activity or any other characteristic prohibited by federal, state, or NY City law.

XXVII. WORKPLACE DIVERSITY

Film Forum is committed to workplace diversity and shall make good faith efforts in the areas of recruitment, hiring and promotion to foster career development consistent with this commitment.

Job postings and the Employer's website shall state that Film Forum is committed to diversity, equity, accessibility, and inclusion.

The Labor Management Committee may discuss plans or initiatives concerning workplace diversity.

Film Forum shall release employees with pay to participate in employer-mandated DEIA training and shall pay hourly employees for time spent in such training.

XXVIII. LABOR PEACE

During the term of the Agreement or any extension or renewal thereof, the Union will not engage in, call, or sanction, nor will any member of the Union or employee covered by this Agreement engage in, nor will such persons induce or encourage any other person to engage in any strike against the Employer, sickout, work-to-rule, unfair labor practice strike, or slow-down.

The Employer shall not institute, declare or cause or attempt to institute, declare or cause any lockout of its employees during the term of this Agreement or any extension or renewal thereof.

XXIX. INFORMATION TO THE UNION

The Employer will notify the Union and the Unit Chair of new hires within twenty-one (21) days, including name, email address (work and personal), date of hire, job title, salary, exempt/non-exempt status, part-time/full-time status, home address, home telephone number, date of birth, gender, and race/ethnicity if the Employee voluntarily disclosed such information,

The Employer will notify the Union and the Unit Chair of resignations within thirty (30) days of occurrence, including name and date of resignation.

The Employer will notify the Union and the Unit Chair of transfers, promotions, and merit increases, within thirty (30) calendar days of occurrence.

The Employer will notify the Union and the Unit Chair of temporary employees within forty-five (45) days of hire, including name of employee, expected duration of appointment, department and position the temporary is assigned to.

XXX. 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: 350 West 31st Street, 4th floor, New York, New York 10021.

XXXI. SEVERABILITY

If any provision of the Agreement is adjudicated to be unlawful, no other portion, provision, or article of this Agreement shall be invalidated. The parties shall bargain in good faith in accordance with the National Labor Relations Act with respect to any provision found to be unlawful.

XXXII. SUCCESSORSHIP

This Agreement shall be binding upon all successors and assigns of the Employer.

XXXIII. NO ALTERATION

No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

XXXIV. PERSONNEL POLICIES

The policies set forth in the Employer's Handbook shall continue to apply to Employees to the extent that such provisions do not conflict with the explicit provisions of this Agreement. Employer may amend or terminate such policies from time to time upon reasonable notice to the Union and

provided it does so for employees outside the bargaining unit. Notwithstanding this, the Employer shall not reduce the following benefits: PTO, hours of work, other insurance.

To the extent that any of the provisions of the Employer’s Handbook conflicts with any of the explicit provisions of this Agreement, the explicit provision(s) of this Agreement supersede the Handbook.

XXXV. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Neither the Union nor the Employer is aware of any term and condition of employment which they have not considered for negotiation and/or has been discussed by the parties (and either incorporated into this CBA or rejected).

XXXVI. DURATION

THIS AGREEMENT shall commence July 1, 2023 and shall continue through 11:59 p.m. on June 30, 2028.

FILM FORUM

DocuSigned by:
Sonya Chung
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Sonya Chung

Dated: 5/9/2024 _____

Dated: _____

Dated: _____

**Technical, Office and Professional Union
Local 2110 UAW**

DocuSigned by:
Megan Grann
76E40278FD0549B...
Megan Grann

Dated: 5/7/2024 _____

Dated: _____