

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT between Good Old Lower East Side (hereinafter called GOLES) and Local 2110 United Auto Workers (hereinafter called the "Union").

The Agreement between GOLES and the Union which expired December 31, 1996 shall in all respects be extended until December 31, 1999 except as amended hereinafter.

AMEND Article 3 to include:

(D) Any new supervisory union staff shall serve a probationary period of three (3) months. Any new thrift store employees will serve a probationary period of four (4) months. Those employees hired into a job training position upon hire into a permanent position he/she will not serve an additional probation.

(F) Thrift store employment may require enrollment in an approved ESL/GED program at no expense to employee. Satisfactory attendance may be certified by the instructor or director of the approved educational program.

AMEND Article 4 (A) to include: All supervisory union staff employed for a period of three (3) months and all thrift store employees employed for a period of four (4) months shall be considered regular employees and shall be entitled to seniority rights. Any employee hired into a job training position and then into a permanent position will have his/her seniority date considered his/her original date of hire, when he/she was hired into the training position.

AMEND Article 9 to include:

(A) Thrift store employees may be required to work on weekends.

(B) The thrift store will be open 10:00 am to 8:00 pm, including Saturday and Sunday. Replace "organizer" with "any staff member" regarding attendance at meetings after 6:00 pm.

(C) Comp. time of more than two consecutive days shall be taken with two weeks prior notice.

AMEND Article 11 to read:

(A) Hiring Rates: Effective January 1, 1997
Organizer \$24,000
Bookkeeper \$25,000
Assist. Director \$26,000

(C) Any employee hired into a community job training position will be brought up to the appropriate salary level immediately upon hire into a permanent position.

AMEND Article 14 to include:

(A) The thrift store may hire temporary employees for the holiday peak period, September 15 to January 1.

AMEND Article 16 to include:

(A) Thrift Store Employees may be required to work on all holidays except: New Years Day, Easter, Mother's Day, Father's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. All thrift store employees will receive pay for these days.

(B) Thrift store employees who work on Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day and the Friday after Thanksgiving will receive compensation at the rate of time and one-half in addition to their days pay.

AMEND Article 17 to read:

(A) As of an employees hire date until the fifth year of employment, he/she shall receive a vacation of fifteen (15) days.

AMEND Article 19 to read:

change Prudential Group Plan to Group Health Insurance (GHI)

The Employer will discuss with the Union any change in local, state or federal regulation pertaining to the status of thrift store employees and their being provided medical benefits.

AMEND Article 30 to read:

four (4) days for employees with families in the tri-state area. No death certificate will be required unless requested by a contractor.

AMEND Article 35 to read:

(B) Two organizers will be assigned to door knocking. An escort will be provided to and from a meeting if it is generally agreed that a location poses a danger to organizing staff.

(C) GOLES shall be a smoke free environment effective immediately.

ADD Article 40 to read as follows:

"GOLES agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

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.

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 GOLES before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

GOLES agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile Workers of America (UAW). GOLES further agrees to furnish UAW V-CAP with the names of those employees for whom deductions have been made."

AGREED TO FOR:

GOLES
525 6th Street
New York, NY 10009

Local 2110 UAW, AFL-CIO
71 Fifth Avenue, 6th floor
New York, NY 10003

Donna G. Ellaby

Elon Hays

DATE: 6/12/97

Smith Mary

Susana Partridge

Bevera Martini norsey

Fred plm

DATE: 6/17/97