

SAFE

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AGREEMENT made this 6th day of July 1985, by and between MONTHLY REVIEW of 155 West 23rd Street, New York, New York, hereinafter. called the "EMPLOYER" and DISTRICT 65, UAW, of 13 Astor Place, New York, New York 10003, hereinafter called the "UNION" for and on behalf of itself, its members now employed or hereinafter to be employed by the Employer and collectively designated as employees:

W I T N E S S E T H :

WHEREAS, the Employer recognizes the Union aforesaid as the only Union representing its employees, and agrees to deal collectively only with this Union;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties DO HEREBY AGREE AS FOLLOWS:

1. RECOGNITION

The Employer recognizes the Union as the only Union representing its employees and agrees to deal collectively only with this Union for and on behalf of its employees, except the corporate officers and supervisors as exempt by the Act. The Employer agrees to recognize and deal with such representatives of the Union as the said Union may elect or appoint.

2. UNION SHOP

(A) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this agreement shall, on the thirtieth day following the

effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

(B) In the application of paragraph (A) above, when the Employer is notified by the Union in writing that an employee is delinquent in payment of Union dues, or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, the Employer shall immediately terminate such employee until such time as the Union has notified the Employer that the employee is in good standing.

(C) Upon written notice from the Union, the Employer will deduct all Union membership dues as provided for in the authorization form set forth below, upon condition that at the time of such notice, the Union shall furnish the Employer with a written authorization by the worker in the following form:

"I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union on notice from the Union such amounts including initiation fees and assessments (if any owing by me) as my membership dues in said Union as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and the Union, by Registered Mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement, by like notice, prior to such termination date, whichever occurs the sooner."

The Employer will notify the Union promptly of any revocation of such authorization received by it.

### 3. JOB POSTING

Employees shall have preference over new hires in filling job openings which occur within the bargaining unit. To give employees the opportunity to apply for such openings, the Employer shall post notice of all openings in a prominent place for a period of five (5) days during which time no one may be engaged from the outside.

### 4. NEW WORKERS

(A) Whenever the Employer shall require new workers, he shall first offer employment to those of his workers who may have been laid off in accordance with the seniority provisions of this Agreement.

(B) The Employer agrees to use the services of the District 65 Employment Office in hiring all new workers. The services of the District 65 Employment Office are available to Union and non-Union members alike. Considerations such as union membership, union policies, by-laws or union constitutional provisions do not play any part in the selection of applicants. The acceptance or rejection of any applicant will be exercised by the Employer on the basis of standards, such as efficiency, experience, skills and training.

(C) In filling vacancies, the Employer agrees that new workers shall receive the rates set forth in this Agreement commensurate with their experience.

(D) If the District 65 Employment Office fails to supply workers to the Employer within 72 hours after such request was made, the Employer may engage such new workers from any other employment office or source. Such new workers shall immediately report to the District 65 Employment Office for the purpose of registering. All such newly hired workers shall be issued a Registration Slip as evidence of

such registration. The registration shall be for the purpose of assisting the Union in the performance of this contract, and in maintaining the standards required by the Employer in filling any vacancies.

(E) Any new employee shall serve a probationary period of four (4) weeks before he shall be considered a permanent employee. The Employer may ask for an extension period which shall not be unreasonably withheld.

(F) The Employer accepts the Fair Employment Practices Agreement as stated in Appendix "A" attached hereto.

#### 5. SENIORITY

(A) All persons employed for a period exceeding four (4) weeks shall be considered permanent employees and shall be entitled to seniority rights. All layoffs shall be in the inverse order of seniority i.e., the last person hired shall be the first person laid off. The Employer agrees to give ten (10) days advance notice of layoff. In the event that additional employees shall be needed, all persons previously laid off shall be rehired in the order of seniority, i.e., the last person laid off shall be the first person to be rehired.

(B) Stewards and Local Officers shall be entitled to top seniority, whenever practicable.

#### 6. BASIC CREW

The Employer agrees to employ continuously all persons who have been in his employ one (1) year or more. These shall constitute the basic crew and shall not be subject to layoff at any time. The Employer shall have the right to ask for a reduction in the basic crew; if the Union disputes the basis for the company's request, the matter shall be subject to arbitration.

If a bargaining unit job becomes available due to firing or

attrition, and if the employee is replaced, the replacement must be part of the bargaining unit.

If a bargaining unit job becomes available due to firing or attrition, and if the employee is not to be replaced, the company and the Union members shall meet to consult about the method by which the work previously done by the bargaining unit member shall be handled.

#### 7. DISCHARGE

(A) The Employer retains the right to discharge for just cause. In the event of a desire to discharge, the Employer shall notify the Union in writing in advance of such desire to discharge.

(B) In the event of a disagreement between the Union and the Employer as to such discharge, it shall be submitted to arbitration according to the provisions of this Agreement.

(C) Until such time as a ruling of the arbitrator shall be given, the employee shall be retained on the job.

#### 8. NO MOVING

The Employer agrees that he shall not move any of the operations beyond the Metropolitan Area of New York.

In the event that the Employer moves to a location outside the five boroughs of New York City, and this works an undue hardship on an employee, and this employee elects for a good and sufficient reason not to continue employment, severance pay shall be paid in accordance with the severance pay formula provided for in the Agreement. For employees who continue employment, any necessary additional carfare shall be reimbursed by the Employer.

#### 9. SUB-CONTRACTING

The Employer agrees not to sub-contract or farm out any work that would result in the layoff of any employees of the basic crew.

## 10. LIQUIDATION

Should the Employer liquidate his business, he shall notify the Union at least sixty (60) days in advance and the Employer shall make every effort to retain the employee on the job until liquidation is completed.

## 11. SEVERANCE PAY

Severance pay at the rate of two (2) weeks for each year of employment with a maximum of twenty six (26) weeks, shall be paid under any of the following conditions:

- (A) In the event of the voluntary or involuntary liquidation of the business.
- (B) In the event of the permanent layoff of an employee.
- (C) If an employee is terminated because of physical disability.

## 12. HOURS

(A) The regular working hours for office employees and warehouse employees under this Agreement shall be a full week of thirty five (35) hours per week, seven (7) hours per day, five (5) days per week, Monday to Friday inclusive. From Memorial Day through Labor Day, the hours are adjusted to "summer hours" as follows: Monday through Thursday 8:30 A.M. to 5:00 P.M. and Friday 8:30 A.M. to 1:00 P.M. Summer hours, however, may be changed back to the regular scheduled through negotiations based on mutual experience.

(B) The working hours shall start no earlier than 8:30 AM and end no later than 6:30 PM for all employees. The hours of daily employment shall be consecutive and may be interrupted for lunch only, which shall be a period of one (1) hour.

(C) Should any employee work more than the regular scheduled hours in any one day, or beyond his scheduled quitting time, or more than the regular scheduled hours in any one week, he/she shall be paid for such overtime at the rate of time and one-half. Employees who work on Saturday shall be guaranteed a minimum of five (5) hours of work at time and one-half.

(D) Sunday work shall be at double time.

### 13. TIME OFF FOR UNION MEETINGS

All employees shall be entitled to two (2) hours off, with pay, for the purpose of attending Union Meetings during the day. When applied, it shall be worked out so that half of the shop goes to a meeting on one day and half on another, in order to minimize the effect upon the Employer's business. The two (2) hours off shall be effective for six (6) months of the year for all employees. In addition, Stewards and Local Officers shall have two (2) hours off to attend meetings for three (3) additional months each year.

### 14. MINIMUM WAGES

The weekly minimum wages during the life of this Agreement shall be as follows:

EFFECTIVE JULY 6, 1985 THROUGH JULY 5, 1988:

WAREHOUSE AND SHIPPING .....	\$177.25
EDITORIAL .....	\$177.25
GENERAL OFFICE .....	\$177.25
BOOKKEEPING -FC. Inexp. ....	\$225.00
BOOKKEEPING - Exp. ....	\$288.00

Minimum rates for the second and third year of the contract will be negotiated at the time of the wage reopener. See Clause 15 - Wages and Cost of Living.

## 15. WAGES AND COST OF LIVING

Effective July 6, 1985, there shall be a 5.8% general wage increase and cost of living increase computed as follows: The Cost of Living increase shall be computed by multiplying the average weekly wage by five (5%) percent. The General Wage increase shall be computed by multiplying each individual's weekly salary by eight-tenths of one (.8%) percent. The salary paid to each employee is stated in Schedule "A" attached hereto and made part hereof.

Effective July 6, 1986, and July 6, 1987, there shall be a cost of living review. If on these review dates the cost of living index for New York City as established by the Bureau of Labor Statistics of the United States Department of Labor reveals an increase over the index for the prior year, the wages of all employees shall be increased by the same percentage as the index has risen but not more than 10%. Increases provided for under this paragraph shall be computed on the average wage of the employees on the effective date of the increase. It is agreed that the percentage shall be moved up or down to the nearest one-half (1/2%) percent and the increase shall be rounded to the nearest 25¢.

For the second and third year of the contract, there shall be a reopening of the contract upon sixty days (60) notice for the purpose of negotiating a wage increase effective July 6 of each year. If there is a failure to reach agreement, recourse shall be in accordance with Clause 31 - Adjustment of Disputes.

## 16. EDUCATION FUND

Effective July 6, 1982, the Employer hereby agrees to pay one half of one (1/2%) percent of the total earnings of all employees covered



by Union Contract to the District 65 Education Fund for the purpose of enabling members of the Union to pursue their educational goals and for such other educational endeavors to be undertaken by the Union.

#### 17. SPECIAL INCREMENTS

It is agreed that as of the effective date of this Agreement, and during its lifetime, the Union may request a hearing on behalf of any employee who has not been offered a special increment to compensate said employee for increased duties or work volume.

#### 18. FIXED FINANCIAL ARRANGEMENTS

It is specifically agreed that all wages, salaries, commissions and all other fixed financial arrangements and benefits in effect at the date hereof or increase hereafter, shall not be reduced, nor the hours of employment increased by the Employer, anything contained in this Agreement to the contrary notwithstanding.

#### 19. HOLIDAYS

(A) The Employer agrees to pay the employees full salary for the following holidays; as if they worked thereon: New Year's Day, Washington's Birthday, May Day (May 1st), Decoration Day, July 4th, Labor Day, Two hours Election Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday, (January 15th) plus three (3) personal holidays. These days may, at the employee's option, be used for religious holidays.

(B) No employee shall be required to work on a holiday unless the Union consents. In the event an employee shall work on a holiday, with the consent of the Union, as hereinabove set forth, he shall

receive pay at the rate of double time, in addition to his regular day's pay for the holiday.

(C) In the event a holiday falls on a non-working day, then the employee shall be entitled to an additional day off, with pay, on the following work day.

## 20. VACATIONS

All employees who shall have been employed for a period exceeding six (6) months but less than one (1) year as of September 1st in each year shall receive a vacation of at least one (1) week with pay in advance.

All employees who shall have been employed for a period of one (1) year or more as of September 1st in each year shall receive a vacation of at least two (2) weeks with pay in advance.

All employees who shall have been employed for a period of three (3) years or more as of September 1st in each year shall receive a vacation of at least three (3) weeks with pay in advance.

All employees who shall have been employed for a period of five (5) years or more as of September 1st in each year shall receive a vacation of at least four (4) weeks with pay in advance. Should a holiday occur during the vacation period of any employee, such employee shall be entitled to one (1) additional day of vacation.

The Employer shall designate the date of vacation during the period commonly used for summer vacation and notify the employee no less than two (2) weeks in advance of the vacation date for such employee. He shall not, without the consent of the employee, change such date.

## 21. SICK LEAVE

No employee shall be discharged because of absence due to illness or any other unavoidable cause. Female employees shall be entitled to adequate maternity leave. Male employees shall likewise be entitled to adequate paternity. Where a disabled employee is eligible to receive Accident and Sick Benefits from the 65 Security Plan, the Employer shall provide sick leave pay only in amounts equal to the difference between the employee's regular wages and the Security Plan Accident and Sick Benefits, and such sick leave payments by the Employer shall continue until the full cash equivalent of the sick leave pay provided by this contract has been paid to the employee. The employee shall be entitled to twelve (12) days sick leave in every contract year and any unused sick leave at the end of the contract year shall be cumulative to a maximum of twenty four (24) days.

## 22. SECURITY PLAN

(A) Effective July 6, 1985, the Employer hereby agrees to pay thirteen (13%) percent of the total earnings from their first day of employment inclusive of overtime, bonuses, incentives and commissions of all employees covered by Union Contract, to the 65 Security Plan for the purpose of financing a Security Plan for the benefit of the employees of the Employer. The maximum earnings of any individual employee on which payments to the Plan are required shall be \$20,000.00 per calendar year.

(B) Payments shall be made four (4) times per year on a quarterly basis, on or before the 15th day of January, April, July and October, for the preceding quarter. A deposit equal to one quarterly payment shall be made with the 65 Security Plan at the inception of

this Agreement and shall remain on deposit during its lifetime. The deposit may be adjusted when necessary to conform with fluctuations in the payroll.

(C) In the case of the Employer's failure to make payments on the dates set forth above, the following liquidated damages shall be added to the amount due; 5% for any portion thereof, up to 25%. Said amounts have been agreed upon in view of the Plan's loss of income resulting from the late payment, the Plan's expenses in effectuating collection and the difficulty of estimating actual damages.

(D) The Employer further agrees to submit with each payment a list of all employees covered by this agreement showing quarterly earnings of each employee, and such other information as may be required by the 65 Security Plan Office to guarantee the sound and efficient operation of the Plan.

(E) The 65 Security Plan agrees to provide the Employer semi-annually, on request, with a report of receipts and disbursements including benefits paid out.

(F) The Agreement contained in this paragraph shall be considered as of the essence of this contract. It is understood that the Union is free to strike if the Employer fails to make payments on the dates set forth above.

(G) The Union and/or the 65 Security Plan shall have the right to examine all payroll records of the Union employees of the Employer pertaining to the Employer's payment to the 65 Security Plan.

### 23. NO DISCRIMINATION

The Employer shall not discriminate with regard to hiring,

promotion, job assignment, or other conditions of employment because of race, age, sex, sexual orientation, marital status, creed, color, national origin, union activities or otherwise.

#### 24. VISITATION

The Union's representatives may visit the firm's premises for the purpose of investigating working conditions or conferring with the Employer or the employees, providing it does not interfere with work procedures of the company.

#### 25. BULLETIN BOARD

The Employer shall provide space for a Bulletin Board in a reasonably accessible place for Union notices.

#### 26. JURY DUTY

Union employees who are called for and serve Jury Duty will be paid by their Employer the difference between their per diem jury pay and their regular pay provided that such payment shall be made for a period of no more than two (2) weeks (or such shorter period as the employee shall be on jury duty) every second year upon the employee presenting to the Employer written evidence of jury service and copy of receipt of payment of jury pay. It is agreed that employees will cooperate in obtaining excuses from jury duty if requested by the Employer.

#### 27. MILITARY SERVICE

Any employee who is drafted for military service or training in the armed forces of the United States or its subdivisions, shall upon completion of such service or training, be restored to the exact

status, including any wage increase that he would have had if his employment had not been interrupted. Such employees shall, upon their leaving for service, receive a bonus of four (4) weeks extra pay if a basic crew employee, and two (2) weeks extra pay if a seniority employee, providing that employee has been employed for six (6) months or more.

#### 28. LEAVE OF ABSENCE

The Employer will permit a leave of absence for any employee elected or appointed to a full time position on the Union's staff. Such leave of absence shall continue in effect throughout the period of said employee's term of service, without loss of status of employment or seniority.

#### 29. STRUCK GOODS

The Employer will not request any of its employees to handle or perform any other service whatsoever on struck goods, products, or materials, coming from the premises of an Employer whose employees are on strike where the struck work is transferred to the Employer through an arrangement with the Employer on strike and which but for the strike would be handled or worked on by the employees on strike. The Employer further agrees not to request any of its employees to cross a picket line or to perform any work which will aid, cooperate with, or assist any firm whose employees are on strike where the strike has been ratified or approved by the representatives of the employees on strike whom the Employer is required to recognize.

#### 30. MOURNING TIME

All employees shall be allowed up to five (5) days with pay

for the purpose of attending the funeral or performing the religious or traditional observances on the occasion of the death of a parent, spouse, child, brother or sister.

### 31. ADJUSTMENT OF DISPUTES

(A) Adjustment of all complaints, disputes, controversies, and grievances of any kind or nature arising between the Employer and the Union concerning the interpretation, operation, application or performance of the terms of this agreement, or any complaint, dispute, controversy, or grievance involving a claimed breach of any of the terms or conditions of this agreement, shall be undertaken in accordance with the following procedure: The matter shall first be taken up by representatives of the Employer and the Steward; aggrieved employees, if any, have the right to be present. If such dispute cannot be so adjusted by these persons, the matter shall be taken up by representatives of the Employer and the Union, and, if no adjustment can be arrived at, the dispute shall be submitted to an arbitrator.

The above procedure is designed to facilitate orderly handling of grievances; however, failure to follow these steps shall not be grounds for denying the right to arbitrate.

(B) The party initiating the disputed matter may ask the State Board of Mediation or the American Arbitration Association to appoint an Arbitrator and such appointee shall be the Arbitrator in the matter involved, and the arbitration shall proceed in accordance with the rules of whichever agency is selected. The decision of the Arbitrator shall be final and binding upon both parties and shall be fully enforceable. It is understood that the Arbitrator shall not have the power to amend, modify, alter or subtract from this Agreement or any provision thereof.

(C) It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

(D) The cost of the arbitration shall be shared equally by both parties.

### 32. THE UNION AS PARTY AT INTEREST

The Union shall require its members to comply with the terms of this agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups of employees would either as such individuals or groups, seek to interpret or enforce the contract on their own initiative or responsibility. No individual worker may initiate any arbitration proceeding or move to confirm or vacate an award.

### 33. SAVING CLAUSE

If any term, provision or condition of this contract is held to be unlawful, illegal, or in violation of law in a final judgment, the parties will confer in an effort to agree upon suitable substitutions therefor, and if they fail to agree, the same shall be considered a grievance and submitted to arbitration in accordance with the arbitration provisions thereof. The arbitrator in such arbitration shall be instructed by the parties hereto that it is their intention that in such event the essence and spirit of the provisions so held illegal



are desired to be retained to the extent permitted by law. Therefore, if any of the provisions of this agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or article of this agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from the rights and liabilities hereunder or limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal or in violation of the law.

#### 34. SUCCESSORS & ASSIGNS

This contract shall be binding upon the successors and assignees of the Employer. In the event that the Employer should sell, assign, transfer or otherwise dispose of this business, he agrees to notify the Union of his intention to do so at least thirty (30) days prior to the said transfer or assignment; and he further agrees not to sell, assign or transfer such business unless and until the purchaser, assignee or transferee should first have accepted and assumed in writing all of the terms and provisions of this Agreement and shall have agreed to continue in full force and effect all existing rights and interest of the employees.

#### 35. NO STRIKE, NO LOCKOUT

The Union agrees not to call or ratify a strike or stoppage of union members during the life of this contract, except as provided in Paragraph 22(F). The Employer shall not cause a lockout during the term of this Agreement.

In the event of an unauthorized strike or stoppage the Union agrees within 48 hours of receipt of written notice thereof to endeavor in good faith to have the members return to their work.

Compliance by the Union with this provision shall be deemed full compliance with the Union's obligation under the agreement.

36. PROMOTIONS TO EXEMPT POSITIONS

In the event that an employee now covered by this Agreement is promoted to an exempt position, the Employer agrees to the following:

- A. The Employer will continue payments to the Union Security Plan on behalf of such promoted employee.
- B. The Employer will not require resignation from Union Membership as a condition for such promotion, but nothing herein contained shall be deemed to affect the exempt status of such promoted employee.
- C. Any person so promoted by the Employer shall retain seniority in his previous position for twelve (12) months.

37. SAFETY AND HEALTH

It is the Employer's responsibility to maintain the workplace in a condition that is safe and not detrimental to the health of the employees. The Union members shall designate from among themselves a Safety and Health person who shall from time to time call to the attention of the Employer any condition affecting safety and health.

38. MODIFICATION

It is specifically understood that this Agreement may not be modified without the joint consent of the Union and the Employer.

39. NOTICE

Any notice provided for in this Agreement shall be given to

the Union at its headquarters, 13 Astor Place, New York, New York 10005, and to the Employer at his place of business.

40. DURATION OF THIS AGREEMENT

This Agreement shall go into effect as of JULY 6, 1985, immediately upon receipt of notification in writing by the Employer from the Union to the effect that this Agreement has been duly ratified; and shall continue in full force and effect until JULY 5, 1988, and it shall automatically be renewed from year to year thereafter, unless notification be given in writing by either party to the other, by Certified Mail, at least sixty (60) days prior to the expiration of this Agreement, that changes in the Agreement are desired.

IN WITNESS WHEREOF, we have hereunto set our respective hands and seals, the day and year first above written.

FIRM: MONTHLY REVIEW, INC.

BY: *L. Carter*

DISTRICT 65, UAW AFL-CIO  
BY : *Patricia Slesarchik*

*Lucille Aspinall*