

COLLECTIVE BARGAINING AGREEMENT

Between

THE SHED

And

LOCAL 2110, UAW

July 1, 2021 – June 30, 2024

It is hereby agreed between The Shed, Inc. (the "Shed" or "Employer") and Local 2110, UAW ("Union") as follows:

#### **ARTICLE I - RECOGNITION**

The Employer recognizes the Union as the exclusive representative for the employees in the bargaining unit certified by the American Arbitration Association, pursuant to the parties' card check Agreement ("Bargaining Unit").

#### **ARTICLE II - UNION SECURITY**

1. All Bargaining Unit members must, within thirty (30) days following the effective date of this agreement, or on the thirtieth (30th) day following the beginning of their employment or re-employment with the Employer, become and remain members in good standing in the Union. Membership in good standing, for the purpose of this Agreement, shall mean the payment or tender of periodic dues and initiation fees uniformly required by the Union or the payment of agency fees equal in amount to the regular monthly dues and initiation fees payable to the Union by members thereof. When the Employer is notified by the Union in writing that an Employee is delinquent in payment of Union dues/fees, the Employer shall terminate such Employee within fifteen (15) days of such notice unless, prior to the expiration of the fifteen (15) day period, the Union has notified the Employer that the Employee is in good standing.
2. Upon presentation to the Employer of an Employee's written authorization to deduct Union dues/fees from the Employee's wages, the Employer shall deduct such sums of money from the Employee's wages. Such form shall be compliant with applicable law.
3. The Shed shall forward those funds on a monthly basis (on or before the 15th of the following month) 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.
4. The Shed shall provide new employees with an introductory letter signed by the Union per Exhibit A, a Union membership form, and a copy of the Agreement.
5. The Union shall indemnify The Shed for any matters relating to this Article.

#### **ARTICLE III - V-CAP**

1. The Shed agrees to deduct from the pay of an employee voluntary contributions to UAW V-CAP, provided that each such employee has executed an "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 The Shed 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.

- c. The Shed agrees to remit said deductions (on or before the 15th of the following month) to UAW V-CAP, care of the Union. The Shed 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.
2. The Union shall indemnify The Shed for any matters relating to this Article.

#### **ARTICLE IV - INFORMATION TO THE UNION**

1. On a monthly basis, The Shed shall provide the Union and the Unit Chair a bargaining unit census report that includes name, email address, date of hire, job title, rate of pay, home address, home telephone number, date of birth, voluntary self-identification (EEO) information and change in job status.
2. The Shed shall provide no less than sixty (60) days advance notice to the Union and the Unit Chair of any reorganization or technological change that will result in the permanent reduction of positions, the creation of new positions, or new job descriptions for existing employees. Such notice shall include names of affected employees, title and department of affected employees and/or new position(s), projected date of change, and reason(s) for change. The notice requirement does not apply to periods when The Shed is temporarily "dark" due to the programming schedule.

#### **ARTICLE V - UNION RIGHTS**

1. On 24-hour written (via email) notice, duly authorized Union representatives shall have reasonable access to the premises for the purpose of conferring with the Employer and/or employees in non-public areas of The Shed in a manner that does not disrupt The Shed's operations. The Shed shall not unreasonably deny access for requests made with less notice.
2. There shall be a reasonably sized, union-designated bulletin board outside the locker room (subject to space availability) for the purpose of posting union business announcements and subject to The Shed's conduct policies.
3. The Shed shall allow a reasonable amount of paid release time to the Unit Chair and delegates to represent members in grievances.
4. The Union shall provide written notice to the Employer of the names of the Unit Chair and the Union delegate(s).
5. One member of the unit each year shall have a right to take an unpaid leave of absence for up to six (6) months for Union business, without loss of seniority. The Shed shall not unreasonably deny requests for extension of an unpaid leave of absence for Union business beyond six (6) months.

## **ARTICLE VI - MANAGEMENT RIGHTS**

1. Except as expressly limited by other provisions of this Agreement, the Employer retains its inherent right to manage its business and to direct its operations and the workforce. Without limiting the generality of the foregoing, the Employer shall have the right to hire, transfer, lay off, and discipline employees; to direct the method and process of performing work; to introduce new and different methods or equipment; to determine the work schedules; to determine the assignments of work, the assignments of overtime, and the location of such assignments; to determine the start and finish of each employee (employees need not start or finish at the same time); to sell or otherwise dispose of all or part of its business; and to promulgate reasonable rules and regulations and require their observance.
2. The Employer may, consistent with prior practice, assign bargaining unit work to other non-union regular employees, and may assign such work to contractors where subcontracting is due to license requirements, artist or third-party requirements, lack of available staff, or other circumstances beyond its control. The Employer will give the Union at least two (2) weeks' notice of such assignments to outside contractors (to the extent possible) with the reasoning for the contracting. It is understood that the Employer will not use the rights referred to in this Paragraph 2 for the purpose of undermining the bargaining unit.

## **ARTICLE VII - NONDISCRIMINATION**

Employees shall not be discriminated against on the basis of race, color, religion, creed, national or ethnic origin, ancestry, sex, gender, gender identity and expression, age, disability, pregnancy (including childbirth and related medical conditions) disability, sexual and other reproductive health choices, HIV status, marital or civil partnership status, familial status, sexual orientation, genetic information, predisposition or carrier status, caregiver status, military or veteran status, alienage or citizenship status, arrest record (except as provided for under applicable law), union status or union activities, or any other protected characteristic as established by law.

The Company shall not be subject to or required to defend against an arbitration based upon discrimination under this provision and separate legal action based upon the same claim or claims. Thus, in the event such an arbitration is filed, the employee explicitly waives the right to pursue further legal action. Notwithstanding the above, neither the Union nor any employee waives the right to pursue unfair labor practice charges at the National Labor Relations Board based upon union status or union activity under any circumstances.

## **ARTICLE VIII - SAVINGS AND SEVERABILITY**

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

## **ARTICLE IX - LABOR MANAGEMENT COMMITTEE**

The Union and The Shed agree to establish a joint Labor-Management committee consisting of three (3) representatives of the Union and three (3) members of management that shall meet quarterly about issues of concern to the parties (or more frequently as needed to discuss health and safety issues). At least seventy-two (72) hours in advance of the meeting, the parties shall exchange written outlines of the matters they wish to discuss.

## **ARTICLE X - PERSONNEL FILES**

1. An employee shall have a right to review and have a copy of all materials in their Personnel File upon seventy-two (72) hours notice to the Human Resources Department. The Human Resources Department shall not unreasonably deny requests that are made with less than seventy-two (72) hours' advance notice.
2. The Shed 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 and will not be subject to the foregoing.

## **ARTICLE XI - HEALTH AND SAFETY**

1. The Shed shall provide a safe and healthy work space consistent with local, state and federal regulations.
2. The Unit Chair and the Union shall be promptly notified of any urgent health and safety situation affecting employees.
3. The Shed shall provide appropriate and necessary health and safety training, which may include evacuation, fire safety, and active shooter training.
4. The Shed shall provide appropriate and safe equipment for employees' usage.
5. Injury Forms: Upon request, The Shed shall make C-2 workers compensation forms concerning unit members available to the Union, subject to appropriate redactions of medical or other confidential information.

## **ARTICLE XII - GRIEVANCE AND ARBITRATION**

1. Any dispute or grievance which shall arise out of the application or interpretation of the terms of this Agreement between the Employer and the Union may be submitted to the grievance procedure by either the Employer or the Union within thirty (30) days of the occurrence giving rise to the dispute or grievance or within thirty (30) days of when the Union could reasonably have been aware of the occurrence. Grievances shall be submitted in writing and shall identify the name of the employee (if any), the nature of the grievance, and the date on which the grievance was submitted. Any dispute or grievance so submitted shall be settled and adjusted between the duly authorized representatives of the Union and the Employer within thirty (30) days of the filing party's submission. Nothing in this Agreement shall be construed to deny any employee the right to discuss any dispute or grievance they may have directly with representatives of the Employer.

2. In the event that such dispute or grievance shall not have been finally adjusted by direct discussions between the Employer and the Union or in the event no meeting is held between the Employer and the Union within thirty (30) days, the dispute or grievance may thereupon be submitted in writing by either the Employer or the Union to the following arbitrators, on a rotating basis, in the following order: Daniel Brent, Howard Edelman and Marlene Gold. The decision and the award of the arbitrator shall be made within thirty (30) days after the close of the hearing.
3. Any dispute or grievance not submitted to arbitration within ninety (90) days from the time the grievance was filed shall be barred except for good cause. The Employer and the Union may extend the time limits set forth in this Article by mutual agreement in writing.
4. The expense of arbitration shall be borne equally by the Union and the Employer.

#### **ARTICLE XIII - DISCIPLINE AND DISCHARGE**

1. No employee shall be disciplined or discharged without just cause.
2. The Shed shall notify the Union, the Unit Chair and the affected employee(s) in writing within twenty-four (24) hours of a discharge, and will provide a copy to the Union of any other written disciplinary action.
3. Probationary Period: Notwithstanding the above, all newly hired employees shall have a ninety (90) day or forty (40) shifts (whichever is longer) probationary period. During such probationary period, an employee may be disciplined and/or discharged in the sole discretion of the Employer and such discipline and/or discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

#### **ARTICLE XIV - SUCCESSORSHIP**

This Agreement shall be binding upon all successors and assigns of The Shed.

#### **ARTICLE XV - STAFFING AND SENIORITY**

1. An employee shall accrue seniority from the date of their original hire.  
Preference for Shifts: The Shed shall maintain and employees shall have preference for available shifts based on 4 (four) seniority groups, each containing approximately 25% of the workforce, such that the 25% with the most cumulative hours shall be in the top seniority group (group one) and the 25% with the least cumulative hours shall be in the bottom seniority group (group four). At the outset, the first group will consist of 50% of recalled VXA's with the most hours worked prior to March 2020, the second group will consist of the remaining VXAs. The third group will be all VXAs hired after the 2021 reopening of The Shed, and the 4<sup>th</sup> group will be vacant. These groups will be recalculated effective January 1 each year. Future employees will be included in the groups.
2. Vacancies: Vacancies for all open positions shall be posted on the organization's intranet with or in advance of advertising externally. Postings shall specify bargaining unit status and shall include job title, hiring range, part-time or full-time status, and a short description of responsibilities and qualifications. Such postings shall be available for no less than seven (7) calendar days.

3. Qualified VXAs shall have preference for open Team Lead positions before outside applicants.
4. Prior to hiring any additional employees for the VXA active roster, The Shed will, to the extent possible under the circumstances (including, but not limited to active roster availability) offer current, qualified employees at least 3 shifts per week of work.
5. In the event a VXA is scheduled for a shift to fill in for a Team Lead on a temporary basis, the VXA will be paid the Team Lead rate for all such shifts.
6. Layoff: In the event of a permanent layoff, the order of layoff shall be determined by the seniority groups above with the first employees laid off from the least senior group.
  - a. If a vacancy occurs for a bargaining unit position at The Shed for which a laid off employee is qualified, at any time during the twelve (12) months following the employee's layoff, the laid off employee will be offered the position. The employee shall have seven (7) calendar days to respond to the offer of recall and will be removed from the recall list if they decline or do not respond within the seven (7) day period. In the event that there are two (2) or more such qualified employees who are on layoff status, the recall shall be offered in accordance with the seniority groups.
  - b. Any employee who is permanently 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. For purposes of this provision, an employee will be credited with a "year of service" for every year they have worked at least an average of 14 hours per week during the calendar year. A "week of severance pay" shall be based on the average hours worked in weeks actually worked over the prior 6 months.
7. Any employee remaining on furlough as a result of the COVID-related March 2020 shutdown, shall be required to inform The Shed in writing if they wish to remain on the recall list within 2 weeks of The Shed sending an e-mail to the employees' Shed email address and personal email address. Failure to respond in the timeframe will result in the individual being removed from the recall list.
8. In order to remain on the active roster, all employees must maintain 75% weekly availability (including at least two weekend days (Friday/Saturday/Sunday) per week).
9. Management shall have sole discretion in approving any request to trade shifts, and Management shall not unreasonably deny such requests.
10. Management will make all reasonable efforts to publicize (currently through "MakeShift") the availability of additional work with as much notice as possible.

#### **ARTICLE XVI - MAINTENANCE OF BENEFITS**

Any benefit in the Employee Handbook which currently applies to bargaining unit members shall be maintained except where this agreement specifies otherwise. Any discounts offered generally to Shed employees shall be offered to the bargaining unit.

**ARTICLE XVII - COMPENSATION**

1. Wages: The minimum classification rates shall be as follows:
  - a. Effective July 1, 2021
    - i. Team Lead: \$22.00
    - ii. VXA: \$19.00
  - b. Effective July 1, 2022
    - i. Team Lead: \$22.50
    - ii. VXA: \$19.50
  - c. Effective July 1, 2023
    - i. Team Lead: \$23.25
    - ii. VXA: \$20.25
2. Bonus in Lieu of PTO: Any employee who is on payroll on December 31 in a given year who has an average of fourteen (14) hours per week during the calendar year shall receive a \$200 bonus after the first full calendar year of employment, and a \$300 bonus in any future calendar year. For 2021, the average shall be based on the period of October 1 through December 31, 2021.
3. F-03 Reimbursement: The Shed shall provide a reimbursement of \$25 (twenty-five) for up to two F-03 certification exam fees taken by an employee when required by The Shed.

**ARTICLE XVIII - HOURS OF WORK/WORK WEEK**

1. Employees shall be paid for the full block of time for which they were scheduled and in no event shall an employee be offered less than four (4) hours of work for a shift or paid less than four (4) hours for a shift (absent leaving voluntarily).
2. All employees shall be paid time and a half for all hours worked on the following holidays:

New Year’s Day	Indigenous Peoples’ Day
Martin Luther King Jr. Day	Thanksgiving Day
President’s Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year’s Eve
Labor Day	
3. Employees working a shift of up to four (4) hours shall receive a paid fifteen (15) minute break. Employees working a shift of more than four (4) hours and less than eight (8) hours shall receive an unpaid thirty (30) minute lunch break and a paid fifteen (15) minute break. Employees working a shift of more than eight (8) hours shall receive an unpaid one (1) hour lunch break and a paid fifteen (15) minute break.
4. When possible, the Flex Space shall be reserved for VX lunch breaks. When the Flex Space is not available, a good-faith effort will be made to provide alternative lunch break space.

**ARTICLE XIX - SICK LEAVE**

The Shed shall comply with New York State and New York City Sick and Safe Leave laws, as applicable.



**ARTICLE XX - TIME OFF REQUESTS**

1. Employees may, by October 15 of each year, designate three (3) days off within the holiday corridor of blackout dates, which shall be allocated based on seniority groups and operational needs.
2. Time off requests submitted for up to four (4) consecutive weeks off or less shall not be unreasonably denied.

**ARTICLE XXI - BEREAVEMENT LEAVE**

Employees may, with their managers approval, use up to five (5) consecutive previously scheduled paid days off within two (2) consecutive weeks for bereavement leave in the event of the death of the employee's spouse, domestic partner, child, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, grandparent, or chosen family member. A chosen family member is a person that lives in the employee's household that the employee has an emotionally close, family like relationship with even though they are not biologically or legally related.

**ARTICLE XXII - NO STRIKE NO LOCKOUT**

In order to preserve labor peace and stability the parties agree: (1) the Union will not engage in any strikes, work stoppages, slowdowns, concerted refusals to perform work, or other similar interference with the operations of The Shed during the term of this Agreement and (2) the Employer will not lockout its employees during the term of this Agreement.

**ARTICLE XXIII - TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024.

This Agreement is subject to ratification by the bargaining unit.

THE SHED

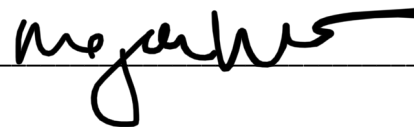
By: \_\_\_\_\_



Date: October 8, 2021

LOCAL 2110, UAW

By: \_\_\_\_\_



Date: October 8, 2021