

# **AGREEMENT**

**BETWEEN**

**EVEDEN INC.**

**AND**

**LOCALS 229**

**NEW ENGLAND JOINT BOARD,  
UNITE HERE**

**FROM**

**SEPTEMBER 1, 2019 - AUGUST 31, 2021**

**ANHF - Plan B1  
NRF  
ACDRIT Plan B1**

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**THIS AGREEMENT MADE AND ENTERED INTO THIS** twelfth day of September, 2019, by and between **EVEDEN INC.**, (hereinafter designated as the “Employer”) and Local 229 of the **NEW ENGLAND JOINT BOARD, UNITE HERE**, said Local being an unincorporated association and hereinafter designated as the “Union”, for and in behalf of itself and the employees now employed or hereafter to be employed by the Employer.

**WITNESSETH:**

**WHEREAS**, the Employer represents that it is engaged in the apparel and clothing industry and in the making of Brassieres; and

**WHEREAS**, the workers employed by the Employer have duly designated the Union as their exclusive bargaining representative for the purpose of collective bargaining with the Employer with respect to rates of pay, wages, hours and other conditions of employment; and

**WHEREAS**, the parties desire to cooperate in establishing conditions which will tend to secure a living wage and improved working conditions, and to provide methods for a fair and peaceful adjustment of all disputes that may arise between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations herein assumed and contained, and other good and valuable considerations, the parties agree as follows:

**ARTICLE 1: BARGAINING UNIT AND UNION RECOGNITION**

The bargaining unit shall consist of all non-supervisory production, maintenance, packing, shipping, and trucking workers employed by the employer covered under this Agreement, including regular and trial period workers. It is agreed that the Union represents the overwhelming majority of the workers in the bargaining unit and that the Union is the sole and exclusive bargaining representative for all such workers.

**ARTICLE 2: UNION MEMBERSHIP**

1. Membership in the Union shall be a condition of employment for every worker on and after the thirtieth day following the beginning of his or her employment or the execution or effective date of this Agreement, whichever is the later, but not before completion of his or her trial period.
2. Where, under Section 19 of the National Labor Relations Act, an employee may not be required to join or financially support the Union, he/she shall, as a condition of employment, pay the sums required to be paid under Paragraph 1 of this Article 4: Check-Off, to one of the following non-religious, non-labor charitable funds: UNICEF, UNITED WAY, and/or AMERICAN CANCER SOCIETY.

### ARTICLE 3: TRIAL PERIOD - NOTIFICATION

1. Newly hired experienced workers shall be deemed during their first four (4) weeks of employment and newly hired inexperienced workers shall be deemed during their first thirteen (13) weeks of employment to be engaged for a trial period, during which they may be discharged without regard to cause.
2. The Employer shall notify the Union monthly in writing of all employees hired and all employees terminated.

### ARTICLE 4: CHECK OFF

1. Subject to the requirements of law concerning authorization and assignment by the workers individually, the Employer shall deduct membership dues (which shall be deemed to include periodic fixed dues, initiation fees, and assessments) or, to the extent permitted by law, service charges from the earnings of its workers monthly and transmit the same to the Union within forty-eight (48) hours thereafter.
2. Employers agree to honor check-off authorizations for political contributions to the UNITE HERE Tip Campaign Committee from workers who are members of the Union.
3. Sums deducted by the Employer under the provisions of Paragraphs 1 and 2 of this Article shall be kept separate and apart from the general funds of the Employer and shall be held in trust by the Employer for the benefit of the Union, or the UNITE HERE Tip Campaign Committee, as the case may be.

### ARTICLE 5: HOURS - OVERTIME

1. A regular week's work shall consist of forty (40) hours per week divided equally into the first five (5) working days, Monday to Friday, inclusive. Each shop shall notify the Union of its current schedules of starting and quitting time and its regular lunch periods. The time allowed for lunch shall be no less than one-half (½) hour. Said schedules shall not be changed except with the written consent of the Union which shall not be unreasonably withheld.
2. There shall be no more than one (1) shift of workers in any day except with the consent of the Union, which shall not be unreasonably withheld.
3. Overtime shall be voluntary. No overtime work shall be performed without the

consent of the Union, which shall not be unreasonably withheld.

4. All work outside of the daily regular eight (8) hours or on Saturday or Sunday, shall be overtime work and paid for at the rate of time and one-half.
5. Should the employer violate this Article, it shall pay damages to the Union which shall include liquidated damages in an amount sufficiently high to offset any advantage gained by the Employer and the institutional harm suffered by the Union. The parties agree that the precise amount of such damages is difficult if not impossible to ascertain, The Union and the Employer shall endeavor to agree upon the amount of liquidated damages for such violation. If they cannot agree, the dispute shall be subject to arbitration under Article 28 of this Agreement.

#### ARTICLE 6: WAGE

All employees shall receive an across the board general wage increase as follows:

**EFFECTIVE**

9-1-2019

37¢ per hour

**EFFECTIVE**

9-1-2020

38¢ per hour

**EFFECTIVE**

9-1-2021

39¢ per hour

1. Wage shall be paid weekly on a fixed day.
2. The Employer shall not charge workers for damages to material unless caused willfully.
3. The Employer shall have a time clock in the shop. Each employee shall punch the clock immediately before and after work.
4. If provision is made in this Agreement for the payment of vacation pay by the

Employer directly to the workers, any worker who leaves his/her employ for good reason or whose employment is terminated involuntarily prior to the distribution of such payment shall be entitled to receive his/her pro rata vacation pay from the Employer corresponding to the fractional portion of the twelve (12) month period preceding such distribution in which he/she worked for the Employer.

5. The Employer may grant merit, length-of-service, or other individual increases or adjustments only upon approval by the Union.
6. When not otherwise defined herein, an employee's average hourly earnings shall mean his/her average hourly earnings during the last four (4) weeks of full employment at his/her regular work.
7. The Employer shall comply with all the standards of sanitation and safety required by law.
8. Workers who lose time due to an accident arising out of their work shall be paid at their average rate for the time involved, not to exceed eight (8) hours.

#### ARTICLE 7: DISCHARGE AND DISCIPLINE

1. No worker shall be discharged or otherwise disciplined without just and sufficient cause, except during his/her trial period. If the discharge or disciplinary act is found to be unjustified, the worker shall be reinstated and may be compensated for his/her loss of earnings during the period of such discharge or disciplinary act.
2. Just cause for the application of disciplinary steps shall include demonstrable cases of job errors and inadequate job performance, absenteeism (except that no employee shall be disciplined for using accrued sick time), tardiness, acts of bias or discrimination toward co-employees, and conduct in violation of published rules and regulations. Disciplinary steps shall be taken in the following order:

1 <sup>st</sup> Offense	Written Warning
2 <sup>nd</sup> Offense	Written Warning
3 <sup>rd</sup> Offense	Written Warning or Three (3) Day Suspension (no pay)
4 <sup>th</sup> Offense	Discharge
3. The oldest written warning shall be deleted if the employee completes twelve (12) warning free months of employment.

## ARTICLE 8: DISTRIBUTION OF WORK

1. At all times work within a department (i.e., cutting, packing/shipping/receiving and sewing) shall be distributed among the workers on an equal and equitable basis.
2. No member of the Employer or supervisory employee or designer or any other person outside the bargaining unit shall perform any work in any job covered by this Agreement. Subject to current practice, which shall continue for this contract's duration, "Unless for Training or in an Emergency".
3. If a worker has been laid off and any member of the Employer or supervisory employee or designer or any person outside the bargaining unit does his/her work, the Employer shall reimburse the worker so laid off for his/her loss of earnings and shall immediately reemploy him. Subject to Paragraph 2, above.
4. All trial employees and temporary employees within a department shall be laid off before any other employee is laid off.

## ARTICLE 9: RECALL AFTER LAY-OFF

1. Layoffs shall be permitted in slack periods. As more fully described below, all layoffs and rehiring shall be done in accordance with seniority; the last employee hired shall be the first layoff, and the first employee laid off shall be the last to be rehired.
2. Laid-off employees shall be paid all wages due them on the pay day next following the date of the layoff.
3. For purposes of layoff only, Union shop stewards shall have super-seniority over other bargaining unit employees.
4. Seniority shall mean the employee's length of employment since the most recent date of hire.
5. Short-term layoffs:
  - 5.1 Short-term layoffs are layoffs of ninety (90) calendar days or less.
  - 5.2 For short-term layoffs, the Employer shall first ask for volunteer in order of seniority from the affected department. In the event there are insufficient volunteers, the Employer shall use the following procedure:

a. All temporary employees in the facility and then all probationary employees in the affected department on the shift shall be laid off before any regular non-probationary employees. Thereafter, if necessary, regular non-probationary employees shall be laid off in inverse order of seniority by department on the shift, so long as the more senior employee is able to perform the available work.

b. Employees shall be provided reasonable notice of layoff by the Employer.

6. Long-term layoffs:

6.1 Long-term layoffs are those longer than ninety (90) calendar days.

6.2 The Employer shall provide notice to the Union at least fifteen (15) days prior to long-term layoffs, except then conditions not within the reasonable control by the Employer render this impossible. In such case, the Employer shall provide as much notice as possible. Upon request of the Union, the parties will meet for the purpose of discussing possible ways or means of avoiding the need for long-term layoffs or lessening the effect on employees.

6.3 Long-term layoffs shall be done in the following order:

a. All temporary employees shall be laid off prior to laying off any probationary or regular employees in the bargaining unit.

b. All probationary employees shall be laid off prior to laying off any regular employees in the bargaining unit.

c. Regular employees shall be laid off in inverse order of seniority in the bargaining unit, so long as the senior employee is 1) able to perform the work; or 2) able to be trained to perform the work within a reasonable period of time.

7. In the event that a permanent layoff is necessary, the Employer and the Union shall meet and negotiate regarding the effects upon the unit employees. Subparagraph 6.3 will not apply in the permanent layoff.

8. In recalling laid-off employees, written notice shall be sent to the laid-off employees at their last known address, and a copy to the Union. Should the employee so notified to return fail to report back to work within five (5) days from the giving of notice, such employee shall be deemed to have abandoned this employment.

9. An employee on layoff has recall rights for six (6) months after layoff or for a time equal to his/her length of service if less than six (6) months at the time of the layoff.

#### **ARTICLE 10: UNION STEWARD**

There shall be a Steward selected by or under the auspices of the Union. The Steward shall be compensated by the Employer for time unavoidably lost during working hours in the process of adjusting grievances. The Steward shall be granted time off with pay to attend Union meetings and other Union activities. Union Steward is to obtain approval (not to be unreasonably withheld) when spending time dealing with union issues during work-hours.

#### **ARTICLE 11: FAIR EMPLOYMENT PRACTICES**

1. The Employer shall not discriminate against a worker or an applicant for employment because of race, creed, color, religion, national origin, citizenship, immigration status, sex, age or non-job-related handicap or disability, except as required by law.
2. The Employer shall not request information or documents from workers or applicants for employment as to their immigration status, except as required by law. No worker hired prior to November 6, 1986 shall be discharged due to his/her immigration status, nor shall any worker be asked to show authorization to work if the worker continues his/her employment after a temporary absence as defined in the immigration law and regulations.
3. The Employer shall not disclose confidential information concerning workers to the Immigration and Naturalization Service (INS) or its agents, except as required by law. Confidential information includes names, addresses, and social security numbers.
4. Employers shall comply with requests of workers to change names and social security numbers in the Employer's records, without prejudice to their seniority or other rights under this Agreement.
5. The Employer shall not admit any agent of the Immigration and Naturalization Service to its premises or permit the agent to interrogate, search or seize any employee unless the agent has a valid search warrant signed by a federal judge or magistrate duly authorizing the foregoing. Should an INS agent demand any of the foregoing, the Employer shall immediately notify the Union by telephone to the Union's office. The foregoing shall not require the Employer to deny the INS or the

Department of Labor access to I-9 Forms, as required by law.

6. Nothing in this Article 11 shall require the Employer to violate the law.
7. Company will allow with pay one (1) day off for Swearing of Citizenship and receipt of Certificate.

#### ARTICLE 12: TEMPORARY EMPLOYEES

1. The Employer, at its discretion, and upon notification to the Union, may employ temporary employees, who shall not be required to become members of the Union.
2. The temporary employee employment period shall be flexible and at the discretion of the Employer. Should any employee remain in the Employer's employ in excess of thirteen (13) weeks, then such employee shall thereafter be deemed covered by the terms of this Agreement. The seniority date of such employee shall be deemed to be the first date on which the employee worked, and the trial period shall be deemed to have been the first eight (8) working weeks of employment.

Company agrees to notify the Shop Steward monthly of Temp Workers with service in excess of one (1) month.

3. Before the Employer hires temporary employees, as herein provided, the Employer shall first offer employment to employees on layoff at that time, in accordance with Article 9 of this Agreement.
4. Temporary employees will not be used to displace regular employees when there is work for the regular employees in their departments.

#### ARTICLE 13: RIGHT TO LEAVE SHOP - CALL-IN PAY

Workers shall not be required unreasonably to remain in the shop during the day when there is no work for them. All workers who are requested or permitted to report for work shall be supplied with at least four (4) hours continuous work or be paid therefore at their rate of pay. If there is a State of Emergency or an uncontrollable problem, such as, a power outage, the workers will be paid only for the time they worked.

**ARTICLE 14: HOLIDAYS - PERSONAL DAYS**

1. The following holidays shall be observed and all employees, shall be paid a full day's pay for them in any event and regardless of whether such holidays fall on a working day or non-working day of the week or in any non-working week:

Good Friday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day

Thanksgiving Day  
Friday After Thanksgiving  
Christmas Day  
Day Before or After Christmas  
New Year's Day

An Employee shall be eligible for holiday pay provided that, while work is available, he/she works both the day before and the day after the holiday, unless his/her absence is for justifiable cause.

2. In the event work is performed on any such holiday, it shall be paid for at the rate of time and one-half in addition to the holiday pay.
3. Each employee shall be entitled to five (5) sick days (40 hours) off in each calendar year. Each employee can roll up to 40 hours of sick time into the next calendar year but cannot use more than 40 hours in one calendar year. Unused days will not be paid out to any employee. Employees must report full-day (8) hours absences within one (1) hour of their normal reporting time.
4. Each employee shall be entitled to two (2) personal days in 2019 and three (3) personal days (24 hours) in both 2020 and 2021. Unused personal time will not roll-over into the next calendar year nor be paid out to any employee. Personal Day Requests must be made 5 business days in advance.
5. The Employer shall be responsible for and guarantees the payment of full holiday pay for each holiday to all workers employed.

ARTICLE 15: BENEFIT FUNDS (See Schedule "A")

**A. BENEFITS**

1. Effective September 1, 2019, and for the term of this Agreement, employees covered by the Agreement, and their covered dependents, shall be eligible for medical care, hospitalization, and Short-Term Disability as provided by the Union through the Amalgamated National Health Fund (the "Fund").

2. Eligibility. For medical insurance eligible employees are defined as regular full-time employees who have been employed for at least 30 days, are covered by this Agreement and have signed enrollment cards. Eligible employees who opt for medical insurance coverage shall be covered through the Amalgamated National Health Fund the ("Fund"), (Plan B1).

Dependents (children) will be permitted to remain on their parents' insurance plan until their 26<sup>th</sup> birthday, this includes dependents that no longer live with their parents, are not a dependent on a parent's tax return, are no longer a student, or are married.

3. **Medical Insurance Payments.** For all eligible employees who elect coverage, the Employer shall pay the sums set forth below to the Health and Welfare Committee of the Fund (hereafter the "Committee") designated under the Amended By-Laws, Rules and Regulations of the Fund (the "Rules") as most recently amended as of January, 1994, the terms and provisions of the Rules which are herein specifically incorporated by reference.

a. Gross payment paid to Fund by Employer:

Individual:	\$724.00 per month
Family:	\$1664.00 per month

The Employer agrees to make the payments set forth above to the Committee no later than the 15th day of the month following the month for which payments are made. Payments should be accompanied by a statement listing the name and social security number of each employee for whom payments are being made.

b. Employee contribution to be paid directly to Employer as a contribution to the gross rate set forth in paragraph a. above:

Individual:	\$7.52 per week
Family:	\$26.88 per week

Employees who elect coverage under the Fund agree that Employer shall make weekly

payroll deductions from the employee's wages in the applicable amount set forth above.

4. Medical Insurance Fund Provisions. All of the foregoing sums shall be administered and expended by the Committee pursuant to the provisions of the aforesaid Rules for the purpose of providing forms of group insurance for medical care and hospitalization as the Committee may reasonably determine to employees employed by the Employer, and the employees employed by other Employers, covered by Collective Bargaining Agreements with the Union and who are obligated by said Agreements to provide for medical care and hospitalization provided for their eligible covered employees.

The Employer shall furnish to the Committee, upon request, such information and reports as it may require in the performance of its duties under any of the rules. The Committee, or any authorized agent or representative of the Committee, shall have the right with prior notice to the Employer and with the agreement of the Employer, such agreement not to be unreasonably denied, to enter upon the premises of the Employer and to examine the books, records, papers and reports of the Employer as may be necessary to permit the Committee to determine whether the Employer is fully complying with the provisions of paragraph 3 hereof.

No employee or member of his/her family shall have the option to receive instead of the benefits provided for by any of the Rules, any part of the contribution of the Employer. No employee shall have the right to assign any benefits to which he/she may be or become entitled under any of the Rules or to receive a cash consideration in lieu of such benefits either upon termination of the Fund therein created, or through severance of employment or otherwise.

In the event that legislation is enacted by the Federal Government levying a tax or other exaction upon the Employer for the purpose of establishing a federally administered system of medical care or hospitalization insurance under which the employees of the Employers are insured, the Employer shall be credited against the sums payable under paragraph 3 for each pay period, with the amount of such tax or exaction, payable by Employer for such pay period, provided that the amount of such credit shall in no event exceed the amount required to be paid to the Committee under paragraph 3 of this Article.

The Health Insurance for the Aged Act (known as Medicare) as enacted on July 30, 1965, is not legislation within the scope of this paragraph, and the Employer is not entitled to any credit against the sums payable under paragraph 3 hereof for any payments made to support the programs and/or benefits provided for in the said Act. Any controversy, claim, complaint, grievance or dispute arising out of or relating to the provision of this Article shall be subject to Article 27 of this Agreement herein establishing procedures for grievances and arbitration.

The provisions of this Article shall remain in full force and effect for the full term of the Collective Bargaining Agreement and of any extensions or renewals thereof, but shall terminate and come to an end with the termination of the Collective Bargaining Agreement and/or the termination of any extension or renewals thereof, or prior thereto by an instrument in writing executed by the Employer and the New England Joint Board, UNITE HERE.

## B. UNITE HERE PENSION:

### 1. Participation; Trust Agreement.

a. Effective September 1, 2019, the Employer shall become a participating employer in the Fund (a "Participating Employer").

b. By participating in the Fund, the Employer shall be a party to the Agreement and Declaration of Trust of the National Retirement Fund, as amended (the "Trust Agreement"), which established the Fund as a jointly-administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers. To the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions set forth in the Trust Agreement, the terms and conditions of the Trust Agreement shall control.

### 2. Contributions; Employee Participation.

a. Commencing as set forth in the Collective Bargaining Agreement, on or before the tenth of each month, the Employer shall pay to the Fund, at the rate set forth in the Collective Bargaining Agreement, Schedule A, an amount per employee who is a member of the bargaining unit covered by the Collective Bargaining Agreement for each hour compensated for all payroll weeks ending in the prior calendar month (the "Contributions"). The Employer shall be required to commence Contributions for new employees following thirty (30) calendar days of employment.

b. The Contributions shall be payable to the "National Retirement Fund" and shall be remitted to the office of the Fund.

c. The Employer shall furnish to the Fund with the Contributions (or upon request) such information and/or reports, in such form and manner as required by the Trustees of the Fund, which may include the names of the Employer's employees, their Social Security numbers, the hours worked by each employee (including employees not covered by the Fund's plan of benefits as the Trustees may reasonably require), paid hours, unpaid hours, vacation, sick leave and such other information as the Trustees may require in connection with the

administration of the Fund (the "Contribution Reports").

d. The Employer further agrees to provide the Fund written notice within thirty (30) days after any of its employees participating in the Fund (i) dies, (ii) is terminated from employment, or (iii) otherwise ceases to be eligible to participate in the Fund.

3. Collection by the Fund.

a. In addition to any remedies to which the Union or the Fund may be entitled, if the Employer (i) is in default in its Contributions for one (1) or more months, (ii) is delinquent in submitting a Contribution report and/or submits an inadequate Contributions Report to the Fund for one (1) or more months, (iii) refuses to permit the Fund to conduct an audit, and/or (iv) is shown by an audit to owe Contributions and/or Contribution Reports to the Fund; the Trustees of the Fund or the Fund Administrator may commence against the Employer, or any other individual or entity that may be liable to the Fund for the Contributions, an action in court or an arbitration (in accordance with Paragraph 4 herein).

b. In the event the Fund commences against the Employer (or other individual or entity) an action in court or an arbitration as set forth in Paragraph 3(a), the Employer (or other individual or entity) shall be liable to the Fund for all costs incurred by the Fund in such action in court or arbitration, including arbitration fees, interest, auditors' fee, attorneys' fees and costs, court cost (including filing fees and service of process costs), incurred by the Fund in the collection of the Employer's Contributions or other payments. The Employer (or other individual or entity) shall also be liable to the Fund for: interest at the rate of one percent (1%) per month or part thereof (or at such other rate as the Trustees may from time to time determine), and liquidated damages at an amount equal to the greater of interest on the delinquent Contributions or twenty percent (20%) of the delinquent Contributions.

c. In the event this Agreement is terminated or the Trustees of the Fund determine, in their sole discretion, that the Employer has withdrawn from the Fund pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Fund may invoke the procedures provided in the Trust Agreement and ERISA for the assessment and collection of withdrawal liability.

4. Arbitration.

a. Any controversy, claim, complaint, grievance or dispute arising out of or relating to the provisions of this Agreement or the interpretation, breach, repudiation application or performance hereof may be submitted by the Fund (at the discretion of the Fund's Trustees or the Fund Administrator) or the Employer to final and binding arbitration in a proceeding in New York City, New York. Dr.

Phillip Ross, or his designee, is designated as the arbitrator under this Agreement. In the event of the unavailability of Dr. Phillip Ross, or his designee, a successor arbitrator shall be appointed in writing by the Employer and the Fund. In the event they cannot agree upon a successor, the arbitrator shall be appointed forthwith by the American Arbitration Association upon application of the Fund or the Employer.

b. Arbitration under this Paragraph 4 shall be conducted in accordance with the Multi-employer Pension Plan Arbitration (MEPPA) Rules for Withdrawal Liability Disputes of the American Arbitration Association. The arbitrator's award shall be final and binding upon the parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States or country or application may be made to such court for a judicial acceptance of the award and an enforcement as the law of such jurisdiction may require or allow. Each party shall bear its own cost, including attorneys' fees, of the arbitration. Nothing contained herein shall be deemed to prohibit the arbitrator from awarding interest to the prevailing party if the arbitrator deems it to be justified and appropriate.

**OPTICAL COVERAGE:** Effective September 1, 2016 all employees covered under this collective bargaining agreement are eligible to receive optical benefits. The covered employee may designate one (1) family member to receive the Optical Plan B benefits. Coverage is provided through the Amalgamated, Cleaning, Dyeing and Related Industries Trust (ACDRIT) and administered through Davis Vision. The Employer shall pay forty cents (\$.40) per employee, per week, commencing on the first day of employment.

**DENTAL COVERAGE:** The Employer will join the Union Dental Fund

a. Gross payment paid to Fund by Employer:

Individual:	\$33.80 per month
Family:	\$98.26 per month

b. Employee contribution to be paid directly to Employer as a contribution to the gross rate set forth in paragraph a. above:

Individual:	\$2.26 per week
Family:	\$9.41 per week

## **ARTICLE 16: INDIVIDUAL CONTRACTS - SUB-CONTRACTING**

1. The Employer shall not enter into any individual contracts with any of its worker(s) without prior Union approval.
2. No contractor shall sub-contract its work to any other shop.
3. No Employer shall have work performed outside of his shop unless a provision permitting him to do so is attached to this Agreement as an Addendum or unless he enters into a separate agreement with the Union allowing him to do so and setting the terms and conditions of such contracting.

## **ARTICLE 17: JOB RIGHTS - ILLNESS - LEAVE OF ABSENCE**

1. (a) An employee who has been absent because of his/her own bona fide illness, subject to verification by a physician's statement, and returns to work within six (6) months after such absence begins, shall be entitled to his/her regular job prior to such absence. If he/she returns to work after six (6) months but within one year, he/she shall be entitled to (i) his/her regular job prior to such absence, if available, (ii) if it is not available, to another job, if available, at the same rate of pay, and (iii) otherwise to any job. In any case, he/she shall be entitled to his/her regular job if it becomes available during the succeeding four (4) months.  
  
(b) If such employee returns after one (1) year of such absence but not later than one and one-half (1 1/2) years of such absence, then such employee shall be entitled to any available job.
2. For purposes of this Article, pregnancy and disability resulting from pregnancy and delivery of a child shall be deemed an illness upon verification by physician's certificate like any other illness.
3. Regardless of whether or not an employee is disabled by pregnancy or a pregnancy-related condition, an employee shall have a right to maternity leave upon certification by her physician that she has reached at least the sixth month of pregnancy. She shall also have a right to maternity leave regardless of disability for three months following childbirth. Reinstatement following return from maternity leave shall be in accordance to reinstatement under Paragraph 1(a).
4. An employee shall be granted paid time off for jury duty. For a time worker such pay shall be the difference between jury pay and her regular rate. For a piece

worker such pay shall be the difference between jury pay and her average hourly earnings, not to exceed two weeks.

5. An employee shall, after one year of employment, be entitled to four (4) days off without loss of pay upon the death of his/her spouse, child, parent, brother, or sister. For such absence, a time worker shall be paid his/her regular rate; a piece worker shall be paid his/her average hourly earnings.
6. An employee shall be granted a leave of absence for military service or for union business.
7. An employee may obtain a leave of absence for any other reason up to one hundred eighty (180) days upon written application to the Employer. For all non-emergency personal leave, the worker must notify the Employer at least 3 weeks in advance.
8. (a) Any leave of absence may be extended up to an additional one hundred and eighty (180) days for good cause shown.  
  
(b) The Employer shall not unreasonably withhold its consent to the original application or the extension.
9. An employee who returns to work under the terms of a leave of absence granted under Paragraphs 1, 2, 3, 6, 7, or 8 above shall be entitled to the job rights set forth in Paragraph 1 above. An employee who returns to work after an absence authorized under Paragraphs 4 or 5 above, shall be entitled to his/her regular job prior to such absence.
10. The Employer shall grant, upon request of the worker of Union, up to six months parental leave of absence without pay to an employee of either sex upon the birth or adoption of a child. Reinstatement following return from parental leave shall be in accordance with Paragraph 1(a) of this Article 17.

#### ARTICLE 18: ADDITIONAL SHOPS - MOVING- INTEGRATED PRODUCTION

1. Should the Employer desire to expand or open an additional shop, notice thereof shall be given by said Employer to the Union prior to the expansion or opening of such shop and such shop shall at all times be operated under wages, hours and other conditions of employment not inferior to those covering the workers herein. In no case, however, shall the operation of such shop result during the term of this Agreement in reducing the work or the earning opportunities or the number of workers at present employed in the shop to which this Agreement is now

applicable.

2. (a) No Employer shall move a shop or factory from its present location without the written permission of the Union. The Union may give such permission if, in its sole opinion, the new shop or factory meets the following criteria:
  1. It is just as accessible to the workers employed in the old shop as was the old location.
  2. If in an urban community, the distance between the old shop and the new shop is not greater than three (3) miles.
  3. The labor standards and other conditions of employment are no less favorable to the workers than those which prevail at the old location.
- (b) If the new location does not meet the above criteria, the Union may nevertheless give written permission if, in its sole opinion, there are extenuating circumstances which justify relocation.

#### ARTICLE 19: CROSSING PICKET LINE

To the extent permitted by law, it shall not be considered a breach of this Agreement by UNITE HERE or any of its affiliates or any worker, nor cause for discharge or discipline, if workers either on their own volition or by direction of the Union, refuse to cross any picket line recognized by the Union or UNITE HERE or any of its affiliates or to enter upon the premises of an Employer so picketed; nor shall it be considered a breach of this Agreement for the Union to direct workers not to cross such picket line or not to enter upon the premises of such picketed Employer.

#### ARTICLE 20: LABOR DISPUTE — STRUCK WORK

The Employer shall not perform any work for or give any work to any jobber, manufacturer, contractor or subcontractor engaged in the apparel and clothing industry with which a labor dispute exists or against which a strike has been declared, and in no event shall it request any of its employees to perform work destined directly or indirectly for such concern. Such work shall not be deemed in the worker's regular course of employment, and workers need not perform such work.

#### ARTICLE 21: ACCESS TO SHOP - EXAMINATION OF BOOKSRECORDS

1. Representatives and employees of the Union, including engineers and accountants, shall have access to the shop of the Employer during working hours to take up complaints, take up Union business, or to determine compliance with the terms of this Agreement.

2. On request of the Union, each Employer shall immediately submit to the Union for examination such books and records as the Union deems pertinent in order to ascertain whether the provisions of this Agreement are being fully complied with. Such examination may be made through an accountant or any other designated representative of the Union. A refusal to submit such books and records for examination shall be deemed a violation of this Agreement for which the Impartial Chairman may, in addition to other remedies, award liquidated damages.
3. Should an Employer refuse to produce books and records which representatives of the Union believe should be produced or which are directed by the Impartial Chairman to be produced, such refusal shall be deemed an admission of the violation of the agreement charged against it by the Union, and the Employer shall be liable for the damages and other relief requested by the Union in its complaint. In such event, the Union shall also have a right to strike the Employer, notwithstanding any provision to the contrary in this Agreement.
4. Should it appear from an examination of books and records of an Employer that the books and records have been falsified to conceal dealings with non-union or non-designated contractors or cutting contractors in violation of this Agreement or "struck" shops, or to conceal other violations of this Agreement, this Agreement shall have been violated and the Impartial Chairman may, in addition to other remedies, award liquidated damages.
5. The Employer shall maintain a full and complete set of books and records in accordance with regularly accepted accounting practices. Such books and records shall include, but shall not be limited to, the following: the number of garments manufactured; weekly wages and earnings paid to all of the workers employed by it on its premises or in its inside shop; the number of overtime hours worked by each worker each week; the names and addresses of all its contractors; the amount paid to each contractor and the date of each such payment; all contractors' bills; all shipping and receiving records; all bank statements and canceled checks for all of its bank accounts; and records of all taxes paid.
6. Each Employer shall file with the Union no later than the 10<sup>th</sup> day of each month, a week-to-week statement for the preceding month which shall list for each worker, name, date of employment, social security number, craft, and/or section, straight time, overtime hours and pay.

## ARTICLE 22: AGENCY

The Employer agrees that the sole persons authorized or having the power to act as agents of the Union, or to bind the Union legally with respect to matters arising out of this Agreement or arising out of the relations between the Employer and the Union, or to subject the Union to any liability whatever by reason of any act or omission are the Manager of the Union and the designated Business Agent servicing the shop (or such substitute or additional persons as the Union may hereafter formally designate by written notice to the Employer). The Union shall not be responsible for the acts or omissions of any other person, including members and employees of the Union. The Employer further agrees that the Union, in entering into or administering this Agreement, is not an agent of or acting on behalf of the New England Joint Board, UNITE HERE, and that in no event shall the latter be bound by or liable under this Agreement or be otherwise liable.

## ARTICLE 23: NON-PAYMENTS - RESPONSIBILITY

1. Notwithstanding Articles 27 and 28 or any other provision of this Agreement, if the Employer fails for five (5) days to pay in full any wages due to the workers covered by this Agreement, any dues checked off, political contributions or other monies due to the Union or any political committee, any payments due under any contract addendum to this Agreement or any payments due toward the Funds as provided in Article 15, the Union may immediately direct the workers to discontinue work until all sums have been paid in full and/or may immediately institute action at law or equity or before an administrative tribunal to obtain payment of such sums. These rights shall be in addition to all other remedies available to the Union.
2. In the event of any breach of this Agreement by the Employer (including any non-payment by the Employer of sums due to any employees for wages holiday pay, or otherwise) the Union in its own name shall be a proper party in interest to enforce compliance by the Employer with this Agreement on the Union's own behalf and on behalf of any affected employees without further assignments or authorizations from them.

## ARTICLE 24: LIMITATION ON VACATIONS

The Employer shall not designate or provide a vacation period or shut down its shop; (or a part thereof) for the purpose of providing a vacation unless the particular action is effected pursuant to a written agreement signed by the Employer and the Union (through its representative designated in Article 22) particularly specifying a vacation as the purpose thereof. Any action contrary to the foregoing, whether taken by the Employer unilaterally or with the consent of any individual employee or group of

employees, shall be wholly ineffective and shall not be deemed to constitute or provide a vacation.

**ARTICLE 25: NO-STRIKE, NO-LOCKOUT PLEDGES**

1. The Union agrees that it will not call, authorize or ratify a strike or stoppage during the life of this Agreement, except for the Employer's failure to submit to final and binding arbitration, as provided in this Agreement, or to comply with the decision of an Arbitrator or with a settlement of a dispute reached by representatives of the parties or as otherwise permitted by this Agreement. Should any strike or stoppage in violation of this Agreement occur, the Union's sole obligation shall be as follows:

(a) Within twenty-four (24) hours after receipt of written notice from the Employer that a strike or stoppage has occurred, the Union shall post on the Employer's front door, or on another place designated by the Employer, a declaration that such action is unauthorized and that the striking members are to terminate such action and return to work immediately notwithstanding the existence of any picket line, and;

(b) Upon written notification by the Employer to the Union that the action referred to in the preceding paragraph has not brought about a termination of the strike or stoppage, the Union shall send by first class mail to each Union member reported by the Employer to the Union to be engaged or participating in such strike or work stoppage, addressed to him or her at his or her last known address (which address shall be furnished by the Employer), the following notice signed by the Union, which may also be posted by the Employer within the plant affected thereby:

Date \_\_\_\_\_

"To all members of Local 229, **UNITE HERE**

You are advised that a work stoppage is in progress at **EVEDEN INC.**  
This action is unauthorized by the **Union.**

You are directed to immediately return to your respective jobs and to cease any action which may affect production. The matter in dispute will be processed as provided in your Union contract."

Compliance by the Union with the foregoing provisions shall be deemed full compliance with the Union's obligation hereunder and the Union shall have no further obligation to

the Employer under this Article or any other provision of this Agreement.

2. No employee shall be deemed to have abandoned his or her employment until after the expiration of the twenty-four (24) hour period following written notification by the Employer to the Union of said strike or stoppage. Upon failure of any employee(s) to return to work after said twenty-four (24) hour period, the Employer may, at its option, consider that such employees have abandoned their employment; but should the Employer redeploy such employees, it shall treat all such employees alike and shall not discriminate against or among them.
3. The foregoing no-strike, no stoppage obligations shall be wholly suspended and of no force and effect, and the Union may call, authorize or ratify a strike or stoppage at the shop or shops of the Employer or any of its contractors during the continuance of any strike or stoppage (not in violation of the contract) declared by the New England Joint Board, UNITE HERE or any unit thereof at any plant of any firm which is directly or indirectly affiliated with, related to or in contractual relationship with the Employer herein.
4. The Employer agrees that it will not order, authorize or ratify a lockout during the life of this Agreement. Should any lockout occur, the Employer's sole obligation shall be, within twenty-four (24) hours after receipt of written notice thereof from the Union, to terminate the lockout and to redeploy the employees. Upon the failure of the Employer to do so within said twenty-four (24) hour period, the Union, at its option, may treat the matter as a dispute under Article 28 or may consider that the Employer has forfeited its rights under the Agreement.

#### **ARTICLE 26: ADJUSTMENT MACHINERY - COURT ACTIONS BARRED**

1. Any and all disputes, complaints, controversies, claims or grievances whatsoever between the Union or any employees and the Employer or any person responsible under Article 23 which directly or indirectly arise under, out of, or in connection with or in any manner related to this Agreement or the breach thereof, or the acts, conduct or relations between the parties shall be adjusted as follows:
  - (a) The Chairperson or in the case of piece rate disputes the Price Committee, together with a representative of the Union, shall attempt to settle the matter with a representative of the Employer. No adjustment shall be deemed binding on the Union unless approved by an authorized representative under Article 22:
  - (b) If they shall fail satisfactorily to dispose of any such dispute, complaint, controversy, claim or grievance, or if for any reason it has not been taken up by them, or if the matter does not lend itself to the foregoing procedure, the matter shall be submitted to arbitration before \_\_\_\_\_. Should the Impartial Chairman resign, refuse to act or be incapable of acting, or should the office become vacant for any reason, then the matter shall be submitted to arbitration before the

Impartial Chairman or Deputy Impartial Chairman designated pursuant to the agreement between the Atlantic Apparel Contractor's Association and the Union of the New England Joint Board, UNITE HERE. The award or decision of the arbitrator, in addition to granting such other relief as the arbitrator may deem proper, may contain provisions commanding affirmative acts or restraining acts and conduct of the parties. If either party shall default in appearing before the arbitrator, he/she is empowered nevertheless to take the proof of the party appearing and render an award thereon. Any award or decision of the arbitrator shall be final and binding and shall be enforceable by appropriate proceedings at law or in equity. The taking of the oath by the arbitrator is hereby expressly waived. His/her fee shall be borne equally by the parties hereto.

(c) Decisions and awards shall be complied with within twenty-four (24) hours after they are rendered excluding Saturday, Sundays and holidays.

(d) The parties agree that any papers, notices or processes to initiate or continue an arbitration hereunder may be served by mail, and all papers, notices or processes in any application to a court to confirm or enforce an arbitration award hereunder, including service of the papers conferring jurisdiction of the parties upon the court, may be served by certified mail, directed to the last known address of the Employer or the Union.

(e) Subpoenas issued in an arbitration for the production of the Employer's books, records, accounts and documents shall be deemed to have been issued in a proper case.

2. It is intended and agreed that the procedure herein established for the adjustment of disputes shall be the exclusive means for the determination of all disputes, complaints, controversies, claims or grievances whatsoever, including disputes over the validity of any provision of this Agreement and over the procedural or substantive arbitrability of any dispute, and including claims based upon any breach of the no-strike, no-stoppage pledges of this Agreement or upon any other breach of this Agreement and any and all claims, demands or acts arising therefrom. It is intended that this provision shall be interpreted as broadly and inclusively as possible. Neither party shall institute any action or proceeding in a court of law or equity, state or federal, or before an administrative tribunal, other than to compel arbitration as provided in this Agreement or to confirm or otherwise enforce the award of an arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted contrary to this Agreement. An action or proceeding to confirm or otherwise enforce the award of an arbitrator may be brought where the Employer maintains an office or place of business.
3. Any dispute, complaint, controversy, claim or grievance hereunder which any employee may have against the Employer may be instituted and processed only by the Union in the manner herein provided. No employee shall have the right,

individually, to institute or process any action or proceeding with reference to any dispute, complaint, controversy, claim or grievance; or to initiate, or compel arbitration in the event the Union fails or refuses to proceed with arbitration.

## ARTICLE 27: SUBSIDIARY OR AFFILIATED FIRMS: BINDING

### ON SUCCESSORS AND ASSIGNS

1. The terms and provisions of this Agreement shall be binding upon the Employer, its subsidiary or affiliated firms and upon all firms and corporations owned by the Employer or in which a principal of the Employer (as defined in Paragraph 2 below) has a substantial interest, directly or indirectly, which are engaged in the apparel industry. If such subsidiary or affiliated firm or corporation shall operate contrary to any of the provisions of this Agreement, then the Employer shall be liable under this Agreement just as if said Employer were violating the provisions of this Agreement. However, this Agreement shall not be binding if such subsidiary or affiliated firm or corporation is under contract with the Union of the New England Joint Board, UNITE HERE or any of its affiliates.
2. It is agreed that if during the period of this Agreement any principal of the Employer shall become engaged or interested, either directly or indirectly, in any other firm or corporation engaged in the apparel industry, then said principal shall be bound by the terms of this Agreement for the duration thereof, so that if such other firm or corporation shall not be under contract with the Union for the balance of the term hereof and shall operate contrary to any of the provisions of this Agreement, then said principal shall be liable under this Agreement, as if he, as the owner of such other firm or corporation, had individually entered into this contract with the Union covering such other or corporation and the contract was being violated by him. Any claim for relief hereunder by the Union against such principal shall be finally determined by arbitration in the same manner as provided herein for the adjustment of disputes.

The term "Principal" shall mean any officer, director or substantial stockholder of a corporate Employer, any partner of a partnership Employer, any owner of any individually owned Employer, and the spouse of any such officer, director, substantial stockholder, partner, or individual owner.

3. (a) In the event that the Employer sells or transfers its business, its shop or shops, or its principal assets, the Employer and its principals shall nevertheless continue to be liable for the complete performance of this Agreement until and unless the purchaser or transferee expressly acknowledges in writing that it is fully bound by the terms of this Agreement.
- (b) In the event that the Employer consolidates or merges its business, its shop

or shops, or its principal assets with another company, or enters into a partnership with another the company or partnership with which the merger or consolidation or partnership has taken place shall be fully bound by this Agreement and shall be deemed to have assumed all accrued obligations of the Employer under this Agreement to the Union and the employees.

4. Any disagreement between the Union and the Employer or any successor or assigns as to whether a firm or corporation is a successor or assign, or whether a person is a principal shall be a dispute under this Agreement. The Impartial Chairman shall have the right to resolve these disagreements, and shall be guided by proof of facts tending to establish a plan, scheme, or device by an Employer or principal to avoid or evade the provisions of this Agreement by or through such subsidiary or affiliate, directly or indirectly. Upon such a sale, transfer, consolidation, or merger, the new firm shall give preference in employment to the workers of the Employer or former firm over all workers except those workers then employed by the firm that continues in business.

#### ARTICLE 28: LIQUIDATED DAMAGES

Should the Employer violate any provision of this Agreement where it is difficult or impossible to ascertain the specific amount of damages suffered by the workers or the Union, then the Employer may be liable to the Union for liquidated damages. In fixing these damages, there shall be taken into account any advantages gained by the Employer through its violation, any deprivation of earnings suffered by workers, any institutional harm suffered by the Union and such other factors as are fair under the circumstances. If the Union and the Employer are unable to agree upon the amount of liquidated damages for such violation, then the matter shall be treated as a dispute under Article 28. The proceeds of any such liquidated damages shall be paid to the Union.

#### ARTICLE 29: REOPENING

If any provision of this Agreement cannot be implemented because of an Act of Congress or order of the President of the United States or any other officer or agency of the United States pertaining to economic stabilization the Union, at its option, may reopen and renegotiate this Agreement. If the Union and the Employer fail to reach agreement, the matter shall be treated as a dispute under Article 27. Both Employer and Union will have the Option to reopen and renegotiate.

### **ARTICLE 30: ADDITIONAL PROVISIONS**

The provisions (if any) contained in Schedule "A" hereto annexed shall constitute part of this Agreement.

### **ARTICLE 31: NO WAIVER**

The failure of either party to this Agreement to require strict performance of any provision of the Agreement shall not be deemed a waiver or abandonment of any of the rights or remedies provided herein for violation of the agreement, or any provision thereof; nor shall it constitute a waiver or abandonment of any right or remedy herein provided for a subsequent violation of any provision of the Agreement.

### **ARTICLES 32: CONFORMITY TO LAW - SAVINGS CLAUSE**

1. If any provision of the Agreement or the enforcement or performance of such provision is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. The parties shall thereupon negotiate a substitute provision. If they are unable to agree, the Impartial Chairman shall determine such substitute provision in the light of the relationships existing between the parties and such substitute provision shall be deemed incorporated into this Agreement.
2. If any provision of this Agreement or its application to any Employer, person or circumstance is held contrary to law, the remainder of this Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby. If at any time thereafter such provision or its application shall no longer conflict with the law it shall be deemed restored in full force and effect as if it had never been in conflict with law.

### ARTICLE 33: NO FAULT ATTENDANCE POLICY

For the life of this Agreement there shall be a No-Fault Attendance policy in effect under which employees may be absent as set forth below.

1. For Eleven (11) days in a rolling twelve (12) month period without stating a reason or being required to present a doctor's note. Included in the eleven (11) days will be the following incremental time periods:
  - a. Nine (9) one (1) hour segments
  - c. Four (4) half-day segments; and
  - d. eight (8) full days
2. An employee who is late for work or who leaves early by up to one hour will, on each occasion, be charged with a one-hour segment. When all eight (8) one-hour segments and four (4) half-day (4) hour segments are used up, then full-day eight (8) hour segments will be applied. Employee must notify supervisor as soon as they know they will be late and as soon as they know they will need to leave early. Employee must report Half-Day absences or longer within one (1) hour of their normal reporting time
3. Approved leaves of absence as well as VTO (requested by the Employer), Sick Days and Personal Days granted under Article 14, Union business, paid benefit days and time granted under the Massachusetts Small Necessities Act will be excluded from the No Fault Attendance program.
4. An absence will be charged for any time out of the facility not covered in paragraph three (3) above.
5. Termination for absenteeism will occur after the eleventh (11th) day of No Faulty absence.
6. Any absence of three (3) consecutive days, without the employee calling in, shall be deemed a voluntary resignation.
7. The Employer shall give notice, in writing to all employees who have used up seven (7) of their No Faulty days.
8. STD is not part of No Fault. FMLA is not part of No Fault.
9. Workers will have the right to ask for personal leave of absence, it will not be unreasonably denied.

**ARTICLE 34: TERM**

This Agreement shall go into effect as of the first day of September, 2019, and shall continue in effect until the thirty-first day of August, 2022

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed the day and year first above written.

**Eveden Inc.**

**Local 229 of the New England Joint Board,  
UNITE HERE**

BY:   
Vaughan Waylett  
Vice President and Treasurer

BY:   
Sha Yeaton  
Business Agent

DATE: 15/10/19

DATE: 10-15-19

**SCHEDULE A**

**BENEFIT FUNDS**

**MADE PART OF THE FOREGOING AGREEMENT**

The Employer's total fund contribution rates and allocations shall be as follows:

<b>EFFECTIVE DATE</b>	<b>CWB</b>	<b>RET</b>	<b>FICA</b>	<b>CAF</b>	<b>TOTAL</b>
<b>September 1, 2019</b>	4%	7.66% *	.31%	001%	11.9710%
<b>EFFECTIVE DATE</b>					
<b>June 1, 2020</b>					
<b>EFFECTIVE DATE</b>	<b>CWB</b>	<b>RET</b>	<b>FICA</b>	<b>CAF</b>	<b>TOTAL</b>
	4%	8.01%*	.31%	001%	12.3210%
<b>EFFECTIVE DATE</b>					
<b>June 1, 2021</b>					
<b>EFFECTIVE DATE</b>	<b>CWB</b>	<b>RET</b>	<b>FICA</b>	<b>CAF</b>	<b>TOTAL</b>
	4%	8.38%*	.31%	001%	12.6910%
<b>EFFECTIVE DATE</b>					
<b>June 1, 2022</b>					
<b>EFFECTIVE DATE</b>	<b>CWB</b>	<b>RET</b>	<b>FICA</b>	<b>CAF</b>	<b>TOTAL</b>
	4%	8.76%	.31%	001%	13.0710%

\*Retirement dates are effective September 1<sup>st</sup> every year of the contract.

**In addition to the Contribution stated above the Company will contribute as follows:**

<b>9/1/2019</b>	<b>\$.37 hourly</b>
<b>6/1/2020</b>	<b>\$.37 hourly</b>
<b>6/1/2021</b>	<b>\$.38 hourly</b>
<b>6/1/2022</b>	<b>\$.39 hourly</b>

RET refers to National Retirement Fund  
CWB refers to Cash Welfare Benefit paid to member  
CAF refers to Council for American Fashion Fund  
**CAF FUND:**

The Employer named below shall contribute one-tenth of one percent (.001) on total gross wages of all employees in the bargaining unit and three-quarters of one-tenth of one percent (.00075) on contractors' statements, as defined in Article \_\_\_\_\_, to the New England Joint Board, on behalf of the Council For American Fashion Labor-Management Industry Development Fund ("CAF"). CAF is an industry wide labor management committee established to, among other things: expand and improve working relationships between labor and management, enhance economic development, improve technology, increase the competitiveness of the industry and help resolve related industry problems.

**WINTER BENEFIT:** The employer shall pay one (1.5%) percent of their gross yearly earnings to all employees in the employ of the Company for one (1) year or more. The Employer shall pay two (2.5%) percent of their gross yearly earnings to all employees in the employ of the Company for five (5) years or more. The Employer shall pay three (3.5%) percent of their gross yearly earnings to all employees in the employ of the Company for seven (7) years or more. All Employees in the employment of the company for 10 years or more shall, in addition to the said winter benefit mentioned above, shall receive from the Company a \$150.00 longevity bonus. All Employees in the employment of the company for 20 years or more shall, in addition to the said winter benefit mentioned above, shall receive from the Company a \$250.00 longevity bonus. All bonus payments shall be paid no later than December 10<sup>th</sup> of each year.

## **VACATION POLICY**

### **Policy Statements:**

1. The Company allows 10 unpaid vacation days per year as per the union contract.
2. Vacation cannot be held over or accumulated from one year to the next.
3. All vacation requests must be approved thirty (30) days in advance by the supervisor.
4. Vacation request may be made and can be used in single day segments.
5. Vacation requests will not be unreasonably denied.

### **Procedures:**

1. Employees will complete, sign, and submit to the Supervisor a Vacation Request Form at least thirty (30) days in advance.
2. Supervisor reserves the right to approve or reject request. If request is approved, supervisor will sign, and communicate approval to employee; enter information into the payroll system when employee takes vacation; and file the Vacation Request Form in personnel file.

**RETIREMENT AND SAVINGS PLAN:** Covered employees who meet the eligibility requirements of the Plan are eligible to participate in the Employer's 401K Plan. A full description of the Plan is made part of this agreement by reference.

#### **DOMESTIC CONTRACTING ADDENDUM**

1. The Employer shall have no work performed outside of its own shop unless the workers of its inside shop are fully supplied with work, and unless such outside shop is under contract with a unit of the Union of New England Joint Board, UNITE HERE and has complied with the terms thereof, is registered by the Employer with the Union herein, and maintains at least the standard of wages and hours established under the Agreement herein. With respect to any work done by such outside shop on garments for the Employers, the Employer herein shall also be responsible to the employees of such outside shop for their unpaid wages and to the appropriate unit of the Union of New England Joint Board, UNITE HERE of dues and other monies due it.
2. In addition to the contributions made by the Employer under Article 15, if the Employer employs contractors of whatever kind to perform work for it, it shall, in addition, effective May 26, 1999, pay towards those Funds, 19.264 percent of the total amount paid or due to such contractors each month for such work. The aforementioned 19.264 percent shall be increased to 19.639 percent effective October 27, 1999 and 20.014 percent effective October 26, 2000.