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THIS AGREEMENT made and entered into as of the 1st day of July, 2003, by and between PLASTIC & METAL PRODUCTS MANUFACTURERS ASSOCIATION, INC. of 225 West 39th Street, Suite 302, New York, New York, 10018, on behalf of itself and its members, hereinafter referred to as the "Association", and LOCAL 132-98-102 of the NEW YORK -NEW JERSEY REGIONAL JOINT BOARD of the UNION OF NEEDLETRADES, INDUSTRIAL & TEXTILE EMPLOYEES, located at 410 31ST Street, Union City, New Jersey, 07087 (hereinafter referred to as the "Union" or "Local 132-98-102").

WITNESSETH:

WHEREAS, the Union represents the vast majority of the workers employed in the Association-wide bargaining unit consisting of the workers who are covered by this Agreement and employed by the members of the Association; and

WHEREAS, the parties hereto desire to continue the contractual relationship which has existed between them for many years and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto hereby agree as follows:

1. COVERAGE OF AGREEMENT

All workers employed by members of the Association shall be

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deemed covered by this Agreement, excepting only office help, salesmen, supervisory employees and watchmen.

2. UNION RECOGNITION

The Association, on behalf of itself and its members, acknowledges that the Union represents a majority of the workers employed in the Association-wide unit consisting of the workers covered by this Agreement employed by the respective members of the Association, and has been designated by said workers as their sole and exclusive collective bargaining representative. The Association, on behalf of itself and its present and future members, agrees to recognize the Union during the entire period of this Agreement as the sole and exclusive collective bargaining representative of all of the Association members' employees covered by this Agreement. It is further agreed that neither the Association nor any of its members, nor any of their respective agents will, directly or indirectly, discourage membership in the Union.

3. UNION SECURITY

It shall be a condition of employment that all workers covered by this Agreement who are members of the Union in good standing on the date of the execution of this Agreement shall

remain members in good standing, and those who are not members on the date of execution of this Agreement shall, on the thirtieth (30th) day following the date of execution of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date of execution thereof shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Union.

4. TRIAL PERIOD

All new workers shall be deemed engaged on a trial period during the first sixty (60) days of their employment and may be discharged with or without cause during such trial period. Thereafter, the new employees shall not be subject to discharge except as provided in this Agreement.

5. HOURS OF WORK

(a) The hours of employment shall be forty (40) per week divided equally into the first five (5) working days (Monday to Friday, inclusive) of the week.

(b) Each member of the Association shall provide a time clock in its factory. All workers shall punch a time clock before and after work periods.

6. OVERTIME

(a) All work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be deemed overtime, and shall be paid for at the rate of time and one-half.

(b) Subject to the conditions set forth in subparagraph 6(d) below, all work performed on Saturdays shall be paid for at the rate of time and one-half, and all work performed on Sundays shall be paid for at the rate of double time. All work performed

on any of the paid holidays referred to in Paragraph "13" of this Agreement shall be paid for at the rate of double time, plus a day's pay for that holiday.

(c) The work week in which any of the paid holidays referred to in Paragraph "13" of this Agreement shall occur shall be considered a thirty-two (32) hour work week, for purposes of computing overtime compensation; provided, however, that any such holiday is observed during the first five (5) working days of the week. Any work performed in excess of thirty-two (32) hours during any such week shall be paid for at time and one-half.

(d) If a worker shall absent himself during the regular work week, such worker shall not be entitled to the overtime rate of pay for any work performed during such week or on Saturday,

Sunday or a holiday in such week unless the said absence was due to layoff, sick leave or bereavement leave. In any case, overtime pay shall be paid after a worker has performed forty (40) hours of work in any week, or eight (8) hours of work in any day.

7. HOURLY BASIS OF EMPLOYMENT:
PIECE WORK; BONUS OR INCENTIVE SYSTEM

All workers covered by this Agreement shall be employed on an hourly basis only, except that piece work may be continued when now practiced.

No member of the Association shall institute any bonus or other incentive systems, or alter or discontinue any existing bonus or other incentive system, except pursuant to Agreement between the parties.

8. WAGE INCREASES

(a) Effective as of July 7, 2003, all workers covered by this Agreement and who have been employed by the Employer for three (3) months or more as of said date shall receive a wage increase of twenty-five (25¢) cents per hour.

(b) Effective as of July 5, 2004, all workers covered by

this Agreement, and who have been employed by the Employer for three (3) months or more as of said date shall receive a wage increase of twenty-five (25¢) cents per hour.

(c) Effective as of July 4, 2004, all workers covered by this Agreement, and who have been employed by the Employer for three (3) months or more as of said date shall receive a wage increase of twenty-five (25¢) cents per hour.

9. MINIMUM WAGES

(a) During the first sixty (60) days of employment, no worker shall be paid less than the Federal or State minimum wage, whichever is greater.

Upon completion of sixty (60) days of employment, each worker shall receive not less than a thirty-five (35¢) cents per hour increase, regardless of the rate at which he was hired, and

regardless of any other increases to which he is also entitled under the terms of this Agreement.

(b) At no time during the term of this Agreement shall a worker in the employ of the Employer for more than sixty (60) days be paid less than thirty-five (35¢) cents per hour in excess of the applicable Federal minimum hourly rate prevailing from time to time. The provisions of the foregoing sentence shall be applicable to all workers covered by this Agreement, regardless of whether hired before or after the execution of this Agreement.

10. SHIFT DIFFERENTIALS

All workers working on the second shift shall receive a shift bonus of twenty (20¢) cents per hour over their regular hourly rates and base rates.

All workers working on the third shift shall receive a shift bonus of twenty-five (25¢) cents per hour over their regular hourly rates and base rates.

11. LUNCH PERIOD PAY FOR MOULDERS

All moulders shall be paid for a daily lunch period of one-half (1/2) hour provided they perform more than one-half (1/2) day's work, as defined in paragraph "5" of this Agreement.

12. SENIORITY/LAYOFF AND RECALL

(a) In the event of lack of work, layoff and recall of employees shall be determined on the basis of seniority, so long as the employees possess the skill and ability to perform the available work.

(b) An employee who has voluntarily quit or has been discharged for cause shall lose all previously accumulated seniority. An employee who fails to report for work (on written notice to the last known address) within forty-eight (48) hours, (not including Saturday or Sunday) shall forfeit recall rights, unless the forty-eight (48) hours standard is unreasonable under all the circumstances of a particular case.

13. HOLIDAYS

(a) All employees covered by this Agreement shall be paid a full day's work for the following holidays, without working thereon, provided that the employee must have worked the day

before and the day after the holiday, except if on layoff during

the week of the holiday, or on sick leave or bereavement leave:

New Year's Day	Independence Day
Martin Luther King Jr.'s Birthday	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
	Christmas Day

(b) Should a worker be absent the scheduled work day before or after the holidays of "Thanksgiving", "day after Thanksgiving", "Christmas Eve", and "Christmas Day", said worker shall not lose both paid holidays, unless absent on both scheduled work days.

(c) The employees shall receive a full day's pay for each of the holidays referred to regardless of the day of the week on which it shall fall. In the event a holiday falls on Sunday, it shall be deemed to occur and shall be observed on the following Monday. In the event a holiday falls on Saturday, it shall be deemed to have occurred in the calendar week containing such Saturday, and the employees shall receive a full day's pay for said holiday at their straight time rate.

(d) Employees may refrain from working, but without pay, on any legal holiday other than those referred to in subdivision "(a)" of this paragraph, if such other legal holiday is observed as such in the State in which they are employed.

(e) Should any member of the Association close his plant or layoff any worker during the week in which any of the holidays enumerated in subdivision "(a)" of this paragraph shall fall, unless compelled to do so by causes beyond his control, then such Association member shall, nevertheless, be compelled to pay his employees for such holiday. Furthermore, should any member of the Association close his plant or layoff any worker either the week before or the week of New Year's Day or Christmas Day, then such Association member shall, nevertheless, be compelled to pay his employee for such holiday.

(f) All employees shall receive holiday pay in addition to their vacation pay for any of the holidays referred to in subdivision "(a)" of this paragraph that may occur during their vacation period.

(g) Anything herein to the contrary notwithstanding, employees shall not be entitled to holiday pay for any of the holidays referred to in subdivision "(a)" of this paragraph which shall occur during their trial period.

(h) To accommodate production needs during busy periods, members of the Association may request that any of the enumerated paid holidays be substituted with a floating holiday that covered

workers may take off with pay on an individual basis during the same contract year. Any such request must be made to the Shop Chairperson and Union Representative and to be effective must be approved by a majority of covered workers.

14. VACATION WITH PAY

(a) All employees covered by this Agreement who are employed in the shop of a member of the Association as of July 1st of each year during the term of this Agreement shall receive from such employer paid vacations pursuant to the following schedule, to be computed upon the length of their continuous employment by such employer:

- After six (6) months of employment ½ week
- After one (1) year of employment 1 week
- Two (2) years or more of employment. . . . 2 weeks
- Eight (8) years or more of employment. . . 3 weeks
- Eighteen (18) years or more of employment. 4 weeks

(b) The vacations provided hereinabove may be granted during any time in the calendar year. Employees must submit a request to schedule vacation at least two (2) weeks prior to the commencement of the vacation.

As soon as feasibly possible after an employee's request, each member of the Association shall notify each worker in the

shop entitled to paid vacations of the dates during which such worker may be entitled to take time off for such purpose. The Employer shall approve timely vacation requests so long as production needs are met. In the event of a conflict with regard to employees' scheduling of vacation, seniority will determine the order. Vacation time provided for herein shall be computed

to July 1st of each year, regardless of when the actual vacation period may be granted to each worker. Vacation payments required herein shall be made by each member of the Association to each worker entitled thereto on or before July 1st of each year. Said vacation payments to each worker shall be computed on the basis of his wage rate as of June 30th directly preceding his vacation period.

(c) Employees employed July 1st of the vacation year, who have worked nine (9) months or more during the past twelve (12) month period, shall receive full vacation pay benefits. Those employees who have worked less than nine (9) months during the past twelve (12) month period shall receive pro-rata vacation benefits.

(d) (i) In lieu of the provisions set forth in Article 14(b) above each Employer, by January 31 of each contract year,

shall notify the bargaining unit whether the Employee will pay vacation to the bargaining unit on July 1, 2002, in the alternative, as individual bargaining unit members take their vacation. Employees will begin scheduling vacations, per employee requests, in January of each contract year.

(ii) Vacation pay will be at the worker's regular wage rate in effect at the time vacation is paid.

(iii) In those bargaining units where the Employer has notified the bargaining unit that it opts to pay vacation on an individual basis as workers take vacation; the workers who do not take their full vacation entitlement during the calendar year will be paid a "vacation bonus" equal to the value of the unused vacation at the end of the vacation year.

(iv) Employees shall have the right to take their entire entitlement to vacation time off at one time, (consecutively), consistent with the Employer's production needs.

15. DISCHARGE

No employee covered by this Agreement shall be discharged except for just cause, which includes but is not limited to habitual lateness or habitual absence.

Should a dispute arise as to whether or not the discharge was for just cause, the matter shall be submitted to arbitration as provided herein. In the event the discharge is found to be

unjustified, the discharged employee shall be reinstated to his job and the Impartial Chairman may also require the payment of back pay in such amount as, in his judgment, the circumstances warrant.

16. NO INDIVIDUAL CONTRACTS

No member of the Association shall enter into any individual contracts with any of its workers; nor shall it accept security from any of its workers.

17. NO HOMEWORK

No homework shall be permitted by or performed for any member of the Association unless he shall have first obtained written authority therefor from the Union and the Association and, if required by law, from any Federal or State authority having jurisdiction.

18. SHOP VISITATION

A representative of the Union shall have free access to the shop of any member of the Association during working hours for the purpose of taking up grievances and for the purpose of ascertaining whether the terms and conditions of this Agreement are being complied with.

19. EXAMINATION OF EMPLOYER'S BOOKS AND RECORDS

Each member of the Association agrees to keep adequate and accurate payroll books and records and to permit representatives of

the Union, upon request, to examine such payroll books and records upon reasonable notice. These books and records, as well as time cards and time sheets wherever used by any member, are to be kept and retained by such member during the term of this Agreement.

20. HEALTH AND WELFARE FUND

(a) Contributions to a fund established for the purpose of providing covered workers with health, welfare and other benefits, currently known as the ILGWU Eastern States Health and Welfare Fund, the purpose of which includes, among others, the payment from principal or income, or both, of benefits to workers covered by Union Agreement and their dependents for medical or hospital care, sickness, insurance, and benefits for any and all other purposes specified, provided for or permitted under Section 302(c)5 of the Labor Management Relations Act of 1947, which the Board of Trustees herein provided for may agree upon from time to time.

(b) Effective July 1, 2003, each member of the Association shall pay to the Union, towards the Health and Welfare Fund, or its successor, for those covered employees on the member's payroll for sixty (60) days or more, eleven (11%) percent and effective September 1, 2003 an amount equal to seventeen and fifty -six hundredths (17.56%) percent (which rate shall be effective until 6/30/06) of the total monthly covered payrolls earned during 51 weeks of each calendar year for all workers covered by this

Agreement. However, no contributions are due on "vacation bonuses" paid covered workers. Also, workers who can establish they have medical coverage elsewhere, and who opt out of the medical coverage provided by the Fund shall receive a \$75.00 monthly stipend from their employer; who shall not be obligated to contribute to the Health and Welfare Fund on said worker's earnings. Should said worker, however, suffer loss of their alternate medical insurance, said worker may enroll in the medical coverage provided by the Health and Welfare Fund at the beginning of the month following said loss of alternate coverage; at which time the required employer contributions on the worker's payroll shall commence and the \$75.00 monthly stipend shall cease. There shall be an annual re-opener designated by the fund for covered workers to opt in or out of coverage pursuant to the above provision.

(c) The aforesaid payments to the Health and Welfare Fund shall be made monthly, payable not later than the fifteenth (15th) day of the month with respect to all payrolls occurring during the preceding month.

After receipt of these payments, the sums so collected shall be paid over by the Union to the Health and Welfare Fund.

The Employer shall furnish the Union with quarterly earnings reports on New York State Form WRS -2, or its equivalent, within thirty (30) days after the quarter for which said form is filed.

(d) The Health and Welfare Fund (herein referred to as the "Fund" or "Eastern States") was established prior to January 1, 1946, and is hereby continued during the term of this agreement.

(1) All monies allocated and paid over to the Eastern States Health and Welfare Fund and all income and accumulations derived therefrom are hereby constituted an irrevocable trust.

(2) Monies of the Fund shall be used pursuant to law for the following purposes:

(3) (a) To provide eligible bargaining unit workers who are within the jurisdiction of Local 132-98-102 medical, surgical, hospital and post-hospital benefits; eyeglasses benefits; contributions towards vacation benefits which shall be paid wholly independent of and without relation to any particular vacation week in the year and irrespective of whether or not the worker takes a vacation. A specified vacation period for all or part of the shop or shops of a member of the Association shall require the approval of the Union; (b) to provide other services, care and benefit for and on behalf of such workers, their spouses and minor dependents as are permitted by law; (c) to make payments on a per capita basis for the maintenance and operation of Union Health Centers which service workers covered by the Fund and to pay such Centers for diagnostic and ambulatory health services rendered to such workers; (d) to contribute towards the maintenance and support of hospitals,

sanitoria, centers, clinics, etc., which service workers covered by the Fund without charge or give them priority in treatment; (e) to make payments to the I.L.G.W.U. Death Benefit Fund of its charges to provide death benefits to beneficiaries of eligible workers who are covered by the Fund; (f) to set aside sufficient reserves for ensuing years; (g) to invest the reserves; and (h) to pay the operating and administrative expenses of the Fund.

(4) The Fund shall be maintained and administered by representatives of Local 132 -98-102, or other representatives related to the Union of Needletrades, Industrial and Textile Employees (U.N.I.T.E.) affiliates through a Board of Trustees selected by Local 132 -98-102 or representatives of related U.N.I.T.E. affiliates. The Board of Trustees shall, among other things, have the power to determine the types and amounts of health and welfare benefits and other services, contributions toward vacation benefits to workers who are eligible therefor, and the services, care and benefits which eligible workers, their spouses and minor dependents, shall be entitled to receive, and to pay the same.

(5) The Board of Trustees has adopted rules and regulations including the detailed basis upon which payments from the Fund will be made to eligible workers. The rules and regulations of the Fund are hereby incorporated herein by reference

and made a part hereof and the parties hereto agree to be bound thereby. The Board of Trustees may add to, amend or modify the rules and regulations from time to time, without notice, whenever in its judgment it is necessary to do so to carry out more effectively the purposes of the Fund. Any additions, amendments or modifications when adopted shall supersede the previous rule and regulation involved and shall be deemed incorporated herein by reference and made a part hereof.

(6) The aforementioned powers and duties of the Board of Trustees shall not be considered in any way whatsoever as a limitation on the powers and duties of the Board of Trustees to do any and all other things that may be necessary or incidental to the proper operation, administration and maintenance of the Fund and to fully effectuate its purposes.

(7) The Fund is intended to be permanent and continuing. If, at the expiration of this collective agreement and/or independent agreements entered into by Local 132 -98-102 new agreements are entered into providing for payments by employers to Local 132-98-102 intended for the Fund, the Board of Trustees shall continue to effectuate the purposes of the Fund, and shall continue to accept applications for benefits subject to the rules and regulations of the Fund then in effect or any amendments which may thereafter be made thereto. However, if, at the expiration of the

subsisting or any succeeding collective and independent agreements, employers should no longer be obligated to make payments to Local 132-98-102 intended for the Fund, the Board of Trustees shall make adequate provision to continue, out of the monies of the Fund, to pay benefits in conformity with the rules and regulations of the Fund then in effect or any amendments that may thereafter be made thereto; the balance, if any, shall be used to provide benefits to any additional applicants therefor who are then qualified to receive the same in such amounts and in such form and manner and on such equitable and non -discriminatory basis as the Board of Trustees shall determine, until as many eligible workers have received benefits as the balance in the Fund will permit.

(e) Members of the Association located in the States of New Jersey and New York shall continue providing disability benefits pursuant to applicable State law. Members of the Association located in States other than New Jersey and New York shall provide disability benefits comparable to the New York Disability Benefits Law.

(f) All portions of the Health and Welfare Fund are hereby declared to be an irrevocable trust created pursuant to Section 302(c)5 of the Labor Management Relations Act of 1947 which shall endure as long as the purposes of its creation under this Agreement shall exist.

(g) The Association, on behalf of itself and its members, and the Union hereby acknowledge the establishment of the said Health and Welfare Fund, and do hereby acknowledge the due, proper and lawful appointment of the Trustees presently constituting the Board of Trustees of the said Fund, and do hereby ratify and approve the Rules and Regulations heretofore adopted by said Board of Trustees and their actions pursuant thereto, and do agree to be bound by said Rules and Regulations as same may be amended, and do hereby authorize and empower said Board of Trustees, as same may be constituted from time to time pursuant to the provisions of subdivision "(d)" of this paragraph and pursuant to said Rules and Regulations as same may be amended to administer said Fund in accordance with said Rules and Regulations and any and all amendments thereto hereafter adopted pursuant to said Rules and Regulations.

(h) Except for such monies as, in the sole judgment of the Board of Trustees, are required for current operating expenses and to make payment of benefits as the same accrue, the monies of the Health and Welfare Fund shall from time to time be deposited in accounts in federally insured savings banks or federal savings and loan associations, and/or invested in such securities as shall be legal investments for trust funds in the State of New York, except as shall be otherwise provided in the Rules and Regulations of the

Fund adopted by the Trustees, as same may be amended.

(i) None of the monies paid into the Health and Welfare Fund shall be used for any purposes other than to pay the benefits provided for by the Rules and Regulations of the Fund, as may be added to, amended or modified, and to pay the operating and administrative expenses thereof including, but not limited to, the expenses of setting up the Fund on a sound actuarial basis, of maintaining if necessary, an office and paying the expenses incidental to the operation thereof, and the employment of any necessary personnel, to pay for the collection of amounts due from those in default, to pay for the maintenance of records and books of account and to purchase equipment which may be necessary therefor, to pay for the regular and annual audit of its accounts and printing copies thereof, and to pay all reasonable counsel fees and disbursements incurred by the Fund.

(j) Payments made by a member of the Association to the Health and Welfare Fund and payments of benefits by the Health and Welfare Fund shall not constitute or be deemed wages due to the workers. No member of the Association shall have any right, title, interest or claim, legal or equitable, in or to any sum paid by him or by any other member of the Association to the Health and Welfare Fund or against the Health and Welfare Fund itself. No worker shall have any right, title, interest or claim, legal or equitable,

in or to his employer' s or any other Employer's payments to the Health and Welfare Fund. Rights of workers against the Health and Welfare Fund shall be governed exclusively by this numbered paragraph, including the Rules and Regulations and the detailed basis upon which payments from the Fund will be made as adopted or amended by the Board of Trustees. Title to the monies paid into the Health and Welfare Fund shall be vested in and remain exclusively in the Board of Trustees of the Fund and no benefits or monies payable from th e Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishee, encumbrance or charge and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the Fund shall be void. Nor shall any monies paid into the Health and Welfare Fund be subject to or payable for the debts, contracts, liabilities, or torts of the parties entitled to receive such money, i.e., beneficiaries of such trust under the terms of this Agreement.

(k) If the Board of Trustees shall find that any payment to the Fund by the employer was erroneously or mistakenly made, the Board may direct repayment to the member of such sum.

(l) An annual audit of the Health and Welfare Fund shall be made by certified public accountants to be designated by the Board of Trustees. A statement of the result of such audit shall be made

available for inspection of interested persons at the principal office of the Health and Welfare Fund and at such other places as may be designated by the Board of Trustees.

(m) Failure by any member of the Association to timely pay the amount due from him hereunder to the Health and Welfare Fund shall be deemed a breach of this Agreement by such member of the Association and by such member only, and not a failure of consideration on the part of the Association or any other member. The Board of Trustees shall have the right to enforce payment. Payments due under this Agreement towards the various funds or any of the successors or assigns thereof, from the respective members of the Association may be enforced under this Agreement by the Union, or the Union's agent or designee for the benefit of the respective fund. The Impartial Chairman shall have the authority to assess interest against any member of the Association who is delinquent in such payments to the Fund.

(n) The percentage of the payroll paid in 20(b) above includes a payment from each member of the Association to the "Plastic & Metal Products Industry Fund" in a sum equivalent to .50% of the gross payrolls of all its workers covered by this Agreement. The "Plastic & Metal Products Industry Fund", established for the purpose of funding the promotion of the industry and other related activities, shall be administered by a

Board of Trustees. Said Board of Trustees shall in its sole discretion determine the manner in which the purpose of the Fund shall be implemented, the amounts to be expended in furtherance of such purpose, and other matters involved in the administration of said Fund. The Board of Trustees shall be composed only of Employer representatives who shall be designated by the Association. The Board of Trustees shall have the power to adopt by-laws, rules and regulations and to make all decisions thereunder and in connection with the administration of the Fund as it may deem advisable.

(o) In the event that the Board of Trustees of the Health & Welfare Fund resolve to merge or terminate said Fund and further resolve to transfer the remaining assets of said Fund to another Health & Welfare Fund that can provide substantially similar benefits to workers covered by this Agreement, then the contributions required to be made under this Agreement shall continue to be made and paid to said other Health and Welfare Fund designated by the Board of Trustees of the Health & Welfare Fund.

(p) Effective July 1, 2003, the Employer shall contribute Twenty-three (\$23.00) Dollars per month co-pay to the Health and Welfare Fund on behalf of each employee who has been employed by the Employer for at least one year; and the Employer shall continue to pay said "co-pay" for the month following a lay-off, or a month

in which the absence is due to a disability or a job related injury or illness subject to worker's compensation and for the month in which the employee returns to work as soon as they meet the Eastern States Health and Welfare Fund eligibility rules. Effective September 1, 2003, this obligation shall cease as the value of the co-payment is including in the 9/1/03 contribution rate.

(q) For purposes of computing payments due towards the several employee benefit funds referred to in this Agreement, the earnings of such employees are not to exceed \$19,000.00 annually.

(r) Interest shall be payable by employees on any delinquent Employee Benefit Fund contributions at a rate of nine (9%) per annum.

21. INTERNATIONAL LADIES' GARMENT
WORKERS' UNION NATIONAL RETIREMENT FUND

(a) (1) Each member of the Association shall pay to the Union, towards the I.L.G.W.U. National Retirement Fund, a fund established for the purpose of providing pension and death benefits to workers eligible thereof, an amount equal to eight and threequarters (6%) percent of its total weekly payrolls of all its workers covered by this Agreement, after one (1) year of employment for all new workers hired which rate shall be four and onehalf (4.5%) percent effective January 1, 2004.

(2) The parties acknowledge that of the six (6%) percent contribution noted in paragraph 21(a) paid to the I.L.G.W.U. National Retirement Fund on covered payroll of an Association member's factory, the first 3.8% of the 6% is dedicated to funding the new, enhanced pension benefit known as the NRF 2000 Benefit and the remaining 2.2% of the 6% is dedicated to funding the prior basic pension benefit that is frozen under the new Plan. Each Association member shall monthly provide the Union with the name, hours paid for, and gross wages paid each covered worker.

(3) The aforesaid payments shall be made monthly by the members of the Association, not later than the fifteenth (15th) day of each month for all weekly payrolls occurring during the preceding month. After receipt of these payments, the sums so collected shall be paid over by the Union to the I.L.G.W.U. National Retirement Fund.

(b) Neither the Association nor any of its members shall have the right, title or interest, legal or equitable, in or to the said I.L.G.W.U. National Retirement Fund, or any portion thereof. No individual worker shall have any right, title, claim or interest, legal or equitable, in, to or against their employer's payments to said Fund or in, to or against said Fund itself, except as may be provided by the By-Laws, Rules and Regulations governing same.

(c) The Association, on behalf of itself and its members and the Union further acknowledge the due and proper appointment of the Trustees presently constituting the Board of Trustees of the I.L.G.W.U. National Retirement Fund, do hereby ratify and approve the Rules and Regulations heretofore adopted by the Board of Trustees of said Fund and their acts pursuant thereto, and do agree to be bound by said Rules and Regulations, as same may be amended, and do hereby authorize and empower the Board of Trustees, as same may be constituted from time to time pursuant to said Rules and Regulations or as same may be amended, to administer said Fund in accordance with the Rules and Regulations and any and all amendments thereto hereafter adopted pursuant to said Rules and Regulations.

(d) Payments due towards the I.L.G.W.U. National Retirement Fund from the respective members of the Association may be enforced by the Union, as a party to the agreement, for the benefit of said Fund. The Impartial Chairman shall have the authority to assess interest against any member of the Association who is delinquent in such payments to the Fund.

22. Textile Benefit Fund Prescription Drug Plan

In order to provide an over-the-counter prescription plan to eligible workers, each member of the Association will contribute \$30.00 per month to the Textile Benefit Fund, for all workers

employed by them at least nine (9) months; however this contribution shall cease effective 9/1/03 as the Prescription Drug Benefit cost is included in the Health and Welfare Fund contribution effective 9/1/03.

23. BEREAVEMENT PAY

All employees covered by this Agreement, who are employed by the Employer for one (1) year or more, and who shall have one (1) or more deaths in their immediate family during the course of a year, shall receive one (1) day leave of absence with pay upon each death; after two (2) or more years of employment with the Employer, each employee shall receive a two (2) day leave of absence upon each death; after three (3) or more years of employment with the Employer, each employee shall receive a three (3) day leave of absence upon each death.

As used hereinabove, the term "immediate family" shall include spouse, children, mother, father, mother-in-law, father-in-law, brother, and sister. For "pre-registered" grandparents, each employee shall receive three (3) days leave of absence upon each death. In order to be eligible for bereavement

pay, employees must submit proof of death.

24. NO REDUCTION IN WAGES OR STANDARDS

During the term of this Agreement, there shall be no reduction in wages, standards, or other conditions of employment now existing or hereafter established in the plant of a member of the Association, nor shall there be any increase in the number of hours in the regular work week.

25. REPORTING PAY

It is agreed that should a member of the Association call any of the workers of his shop into the shop for work, the Employer is to give such worker at least four (4) hours work or pay the worker for four (4) hours of work if the worker reports for work without the call having been countermanded by means reasonably calculated to give him adequate prior notice thereof. The foregoing shall not apply in the event the shop is closed due to an "act of God" or by conditions not under the control of the Employer.

26. SICK LEAVE AND PARENTAL LEAVE
OF ABSENCE - LEAVES OF ABSENCE

(a) Sick Leave: Every worker employed by a member of the Association for one (1) year or more, but less than two (2) years, shall be entitled to two (2) days paid sick leave in the second year of his employment.

Every worker employed by a member of the Association for two

(2) years or more shall be entitled to four (4) days paid sick leave in the third year of his employment, and in each year of his employment thereafter.

Every worker employed by a member of the Association for five (5) years or more shall be entitled to five (5) days paid sick leave in the sixth (6th) year of employment, and in each year of employment thereafter.

In the event that a worker does not use the number of days of sick leave to which he is entitled in any year of his employment, he shall be paid for the unused portion thereof in the first pay period immediately following the end of such year of his employment.

As used hereinabove, the term "year of his employment" shall be determined separately for each worker, and shall be calculated from the first day of his employment by a member of the Association.

(b) In addition to any other leave of absence, the Employer shall grant, upon request of the Union, up to six (6) months leave of absence without pay to male and female workers for the birth or adoption of a child (hereafter "parenting leave") or to care for a sick immediate family member (herein family leave).

Proof of such birth or adoption must be furnished upon request.

The Employer may hire a provisional worker for a period not to

exceed six (6) months to take the place of any employee who is on parenting/family leave. Upon date of hire, the Employer shall give the Union and the provisional worker notice of the worker 's provisional status. During such period, provisional workers shall be entitled to all the rights of regular workers under this agreement. The Employer may retain a provisional worker as long as such action does not displace the worker on parenting/family leave or any other regular worker.

(c) A worker on parenting/family leave shall be entitled to return to work on his or her regular job prior to such absence or an equivalent position, and shall not lose any rights and privileges under this Agreement.

(d) The provisions of the Family and Medical Leave Act of 1993 shall be incorporated into this Agreement and are enforceable through the grievance and arbitration procedure.

This paragraph shall in no way diminish or impair any leave of absence benefit currently enjoyed by the employees under this Agreement.

(e) The Employer, upon request of a worker or the Union, shall grant a worker (who has been employed more than one (1) year), a leave of absence for up to three (3) months for personal reasons, subject to the Employer's consent, which consent shall not

be unreasonably withheld.

27. JURY DUTY

Workers shall be entitled to the difference between a regular week's earnings and pay received for involuntary Jury Duty service. Workers shall be entitled to a maximum of two (2) weeks' Jury Duty pay. In order to be eligible for this pay, workers must be employed for one (1) year or more and must give the Employer seven (7) days notice prior to serving on Jury Duty.

28. CHECK OFF - UNION'S RIGHT TO DECLARE STRIKE OR STOPPAGE FOR FAILURE TO PAY WAGES OR REMIT CHECK OFF

Each member of the Association shall deduct monthly on each pay day from the wages of each Union member employed by it, the Union dues (which include standard Union assessments) and initiation fee of each worker, subject to written authorization from the individual worker as required by law. The members of the Association also agree to honor written check off authorizations for political contributions to the U.N.I.T.E. Campaign Committee and AFL-CIO COPE from employees in the bargaining unit. Monies so deducted shall be deemed trust funds in the hands of the member of the Association and shall be segregated and kept apart from its other funds. Money deducted from the wages of workers as aforesaid shall be remitted to the Union monthly, not later than the

fifteenth (15th) day of the month for all monies so deducted during the prior month.

The Union may submit to arbitration hereunder any claims for Union dues and assessments and/or initiation fees or political contributions which a member of the Association had deducted from the employees but failed to remit to the Union, and/or may proceed as set forth below:

In the event that either:

(a) An Employer shall fail to pay wages on the due date thereof; or

(b) An Employer shall fail to timely remit to the Union the dues and assessments and/or initiation fees or political contributions deducted from the wages of its employees, and such failure shall continue for more than five (5) days after receipt of certified mail of demand that such dues and assessments and/or initiation fees or political contributions shall be remitted to the Union then, in any of those events anything in this Agreement to the contrary notwithstanding, the Union shall have a right to call a strike or stoppage of the employer's workers, and the employer shall be obliged to reimburse the workers for wages lost by them by reason of such strike or stoppage. Nothing contained herein shall be construed as being in place of waiving, diminishing or postponing the right of the Union to avail itself of all other

rights and remedies it may have with respect to the employer's failure to pay any wages on the due date thereof and/or to remit dues and assessments and/or initiation fees or political contributions deducted by it from the wages of its employees.

29. PAYMENT OF WAGES

All wages shall be paid weekly.

30. PROMOTION

The parties hereto agree that it is desirable to encourage the promotion of competent workers, including the promotion of such workers to supervisory positions, wherever possible.

31. NO DISCRIMINATION

An Employer shall not discriminate against any worker or applicant for employment because of race, creed, color, national origin or ethnic origin, immigration status, sex, sexual preference, age or physical handicap, except as required by law.

32. NO STRIKES, NO LOCKOUTS

(a) There shall be no strike or stoppage against any member of the Association, nor any lockouts, during the life of this Agreement and all disputes shall be adjusted by the means set forth in paragraph "34" of this Agreement.

(b) The Union agrees not to call, authorize, ratify or approve any strike, stoppage, slowdown or interference with or retardation of normal production by Union members against any

member of the Association during the life of this Agreement, except for such Association member's failure or refusal to submit to arbitration as provided in this Agreement, or to comply with an award of the Impartial Chairman or Arbitrator.

(c) Upon any Union member participating in any unauthorized strike, stoppage, slowdown or interference with or retardation of normal production, the Union agrees that after it receives notice thereof, it will, with reasonable promptness under the circumstances, use its best efforts in an active endeavor in good faith to have all Union members engaging in such strike, stoppage, slowdown or interference with or retardation of normal production, return immediately to their work or resume immediately normal production. In case of any such unauthorized strike, stoppage, slowdown or interference with or retardation of normal production, the Union shall be deemed to have fully fulfilled its obligations under this Agreement if it has used its best efforts to have the workers return to work or resume normal production as aforesaid.

33. PICKET LINES

To the extent consistent with law, any employee or employees may, of their own volition or by direction of the Union, refuse to enter upon the premises of any Employer against which the Union,

the Union of Needletrades, Industrial and Textile Employees, or some other affiliate of the Union of Needletrades, Industrial and Textile Employees is conducting a strike. Such refusal by any such employee or employees shall not be deemed a breach of this Agreement on the part of the Union or on the part of any such workers, and shall not be cause for discharge or discipline.

34. GRIEVANCE PROCEDURES: ARBITRATION

(a) Any and all disputes, complaints, controversies, claims and grievances whatsoever between the Association or any of its members and the Union, or any of the workers covered by this Agreement, arising under, out of or in connection with, or in any manner related to this Agreement, including, but without limitation, any claim arising out of any alleged dissolution or termination of the business of any member of the Association prior to the expiration of the term of this Agreement, shall be taken up for settlement and adjustment by representatives of the Union and the Association. Should any such matter not be fully adjusted as aforesaid, it shall be submitted to Arbitration before the Impartial Chairman hereinafter named, or designated as hereinafter provided as Arbitrator, whose Award shall be final and binding. In addition to granting such other relief as he may deem proper, the Award of the Impartial Chairman may contain provisions

directing or restraining acts and conduct of the parties. Any such award may be enforced by appropriate proceedings in law or in equity.

The taking of the oath by the Arbitrator is hereby expressly waived.

The fee of the Impartial Chairman shall be borne equally by the Union and the member of the Association involved in the Arbitration.

IMPARTIAL CHAIRMAN

(b) The parties hereby designate MARSHALL L. ROSENBERG, Esquire, of 225 West 34th Street, Suite 2004, New York, New York, as Impartial Chairman under this Agreement. Should the Impartial Chairman herein named resign, refuse to act or be incapable of acting, or should the office become vacant for any reason, then the parties shall designate another Impartial Chairman in his place within five (5) days after written demand upon either party by the other for such designation. In the event that the office of the Impartial Chairman shall be vacant, the New York State Board of Mediation shall designate such substitute who shall have the same powers as the Impartial Chairman designated above.

WRITTEN NOTICE OF HEARING

(c) Written notice of hearing before the Impartial Chairman may be served personally or by ordinary mail. Personal service of such notice forty-eight (48) hours prior to the hearing shall be deemed sufficient. If notice is served by mail, deposit of same in the mails at least seventy-two (72) hours (exclusive of Saturday and Sunday) prior to the hearing, addressed to the last known address of the parties, shall be deemed sufficient.

In the event that a party to an Arbitration proceeding hereunder shall wilfully default in appearing before the Impartial Chairman at the time and place designated by the latter for hearing pursuant to written notice served as hereinabove provided, the Impartial Chairman is hereby empowered to take the testimony and evidence of the party appearing and to render his award thereon. Such award shall be final and binding with the same force and effect as if both parties had appeared.

SETTLEMENT OF DISPUTES

(d) It is agreed that the machinery provided herein for the settlement of all disputes, claims, controversies, complaints,

and grievances arising under, out of or in connection with, or in any manner related to this Agreement, shall be the exclusive means for the determination thereof, and that neither the Association or any of its members, nor the Union or any of the workers covered by this Agreement, shall institute any action or proceeding against the other in any Court of law or equity, state or federal, other than respecting enforcement of an Arbitrator's Award rendered hereunder. This provision shall be a bona fide defense in any action or proceeding instituted contrary to this Agreement. If any issue should arise as to the validity of any Article of this Agreement, or the arbitrability, substantive or procedural, of any written complaint, the Impartial Chairman shall have the exclusive jurisdiction to determine such issue.

COPIES OF ARBITRATION AWARDS

(e) Copies of Arbitration Awards made by the Impartial Chairman may be served upon all parties in the Arbitration proceeding by regular mail. Any papers, notices or process necessary or proper for the confirmation of an Arbitration Award rendered by the Impartial Chairman hereunder in any Court or for

the entry of judgment on any such Award, may be served upon all parties by mail, addressed to the last known address of such party or to its attorney. The parties hereby expressly waive the requirements for personal service set forth in CPLR Section 403(c) regarding application to the Courts made in conformity with this Article.

(f) The parties agree that on or after January 1, 2004, either party, upon sixty (60) days written notice to the other party, may request that the Impartial Chairman named in the Agreement be substituted with a new agreed to Impartial Chairman.

No change shall be effected, however, until the parties have agreed upon a substitute Impartial Chairman to be named in the Agreement.

35. WARNINGS

All warnings shall be deleted from a worker's file one (1) year from the date of the warning.

36. CONTINUING OBLIGATION OF
FORMER MEMBER OF ASSOCIATION

Should a member of the Association resign or be suspended or expelled or have membership therein terminated for any reason

whatsoever, such member (hereinafter referred to as "former member") shall nevertheless continue to be bound by this Agreement until the expiration thereof in the same manner as if this Agreement had been individually signed by such member.

However:

(1) Any and all disputes, complaints, controversies, claims or grievances between such former member and the Union or any of the workers covered by this Agreement arising under, out of, or in connection with, or in any manner related to this Agreement, shall be taken up for settlement and adjustment directly between representatives of the Union and such former member, who shall have no right to representation by the Association in the adjustment thereof. Should the former member and the Union fail to adjust any such matter, same shall be finally determined by Arbitration in the same manner as provided in paragraph "34" hereof, by the Impartial Chairman, or Arbitrator, designated thereunder. In any such arbitration, the fee of the Impartial Chairman shall be borne by the former member.

(2) In cases of dispute between such former member and the Union, or any of the workers covered by this Agreement, the workers of such former member shall not be obliged to continue with their work until the dispute has been fully settled, anything in this Agreement to the contrary notwithstanding.

(3) The Union shall have the right to require a member who resigns, or is suspended from the Association during the term of this Agreement, to post with the Union a bond and surety in the amount of Twenty-five Thousand (\$25,000.00) Dollars to secure the faithful performance of this Agreement by said resigning or suspended member and also to secure the payment from said resigning or suspended member of its proportionate share of the compensation of the Impartial Chairman.

37. MOVING OF PLANT

No member of the Association, during the term of this Agreement, shall remove its plant to any location more than fifty (50) miles from the location where such plant is presently located without the consent of the Union. Such consent on the part of the Union shall not be unreasonably withheld.

38. UNION AGREEMENTS WITH
NON-ASSOCIATION MEMBERS

Upon request of the Association, the Union will exhibit any agreements entered into by it with other Employers in this industry to ascertain conditions and benefits.

39. SHOP CHAIRPERSONS AND COMMITTEES
NOT AGENTS OF UNION

Neither the Shop Chairperson, Price Committee nor any group of workers is authorized to cause or engage in any unauthorized strike or stoppage, or to order the discharge of any worker, nor shall they, for any purpose whatsoever, be deemed the agent of or authorized to act on behalf of the Union.

40. UNION COMMUNICATION WITH SHOP CHAIRPERSON

(a) There shall be at all times in the shops of each member of the Association a Shop Chairperson chosen by the workers or designated by the Union. All complaints and grievances arising in the shops shall be taken up in the first instance for settlement and adjustment between the Shop Chairperson and the Employer. It is understood and agreed that the Shop Chairperson is the representative of the workers (not of the Union) only for the purpose of making an attempt to adjust such complaints or grievances. Any adjustment made by the Chairperson shall be subject to the approval or disapproval of the Union. In the event that the matter shall not be adjusted as hereinabove provided, it shall be settled in the manner hereinafter provided for the settlement of disputes.

(b) Employers with twenty (20) or more employees shall pay each Shop Chairperson eight (8) hours pay per year for attendance

at Union sponsored meetings or seminars.

(c) Each member of the Association shall be responsible for delivery to the Shop Chairperson of all mail addressed to him/her at the shop by the Union, and shall call the Shop Chairperson to the telephone to answer all telephone calls to him/her at the shop by the Union.

41. UNION AGENT

It is hereby agreed that WILLIAM LEE shall be deemed the sole agent authorized by the Union to deal with the Association and the members thereof concerning matters affecting the Association, but no one shall be deemed an agent unless he is designated by the Union in writing.

42. UNION NOT AGENT OF UNION OF NEEDLETRADES,
INDUSTRIAL AND TEXTILE EMPLOYEES

It is agreed that the Union, party to this Agreement, acts on its own behalf, and is not acting or authorized to act as agent of or for the Union of Needletrades, Industrial and Textile Employees.

43. CONFLICT WITH LAW

(a) If any provision of this Agreement shall at any time during the period of this Agreement be in conflict with the Labor Management Relations Act of 1947, or with that Act as it may be

amended, then such provision shall continue in effect only to the extent permitted by applicable law.

(b) If any provision of this Agreement, or the application of such provision to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby, but shall separately and severally continue in full force and effect.

44. SUBSIDIARIES AND AFFILIATES

(a) Subsidiaries and affiliated firms or corporations of members of the Association, and/or firms or corporations owned or controlled, directly or indirectly, by the members of the Association or by any "principal of a member of the Association" (as said term is defined in paragraph "31" hereof) shall be deemed bound by all the terms of this Agreement in the same manner as if, as members of the Association, they had authorized the Association to enter into this Agreement on their behalf.

(b) In the event that a subsidiary or affiliated firm or corporation of a member of the Association, or a firm or corporation directly or indirectly owned or controlled by a member of the Association or by a principal of a member of the Association, shall fail to comply with the terms of this

Agreement, then such member of the Association shall be liable to the Union and the workers for all damages sustained thereby as if such member of the Association itself had violated this Agreement.

45. MANAGEMENT PREROGATIVE

The Employer reserves the right to manage the plant, supervise its employees and direct the work force, except as limited by this contract. The Employer also reserves the right to make reasonable shop rules provided that same are not inconsistent with or contrary to the spirit of this Agreement.

The Employer also reserves the right to introduce new processes or new machinery and to set machine workloads. However, in the event of the introduction of new processes and/or new machinery, the complement and compensation and other conditions of the employees shall be settled by mutual agreement between the Employer and the Union.

46. NATIONAL HEALTH INSURANCE

Should the United States Congress enact National Health Care Legislation which is signed into law, the Association shall have the right to reopen and renegotiate paragraph 8(a) only upon seven (7) days written notice to the Union. In no event shall the reopening result in reducing benefits which the employees

enjoy under this Agreement.

47. AGREEMENT BINDING ON
TRANSFEREES AND ASSIGNS

The parties agree that this Agreement shall be binding upon the Association, the members of the Association, and the Union and their respective transferee, successors and assigns, and that they will faithfully comply with its provisions.

48. HEALTH AND SAFETY

(a) The Employer shall comply with all standards of health, sanitation and safety, including all regulations of the local fire department as may be required by law.

(b) The Union, its agents or representatives, shall not be liable for any worker's job related injury, illness, or death.

(c) The parties agree to establish a Joint Advisory Committee to review health, safety and sanitation issues.

(d) Where applicable, each member of the Association, in conformity with OSHA regulations, shall pay the expense for one (1) pair of safety prescription eyewear, once every two (2) years. The Employer may designate the eyeglass provider. This benefit does not relate to any employees eye examination or

regular eyeglasses.

49. HEADINGS

The headings of the various paragraphs of this Agreement have been inserted for convenience only and should not be understood as limiting or construing the provisions contained in the respective paragraphs hereof.

50. CHILD CARE

The Employers recognize their responsibility to assist the Union in the development of day care facilities, using public funds where available and appropriate.

51. MILITARY - RESERVISTS -
NATIONAL GUARD MEMBERS

Employers shall grant a leave of absence for the period required to perform required military service. Moreover, the employment rights of veterans, reservists and members of the National Guard guaranteed by law are incorporated into this Agreement and are enforceable under the grievance and arbitration provisions of this Agreement.

52. TERM OF AGREEMENT

This Agreement shall become effective as of the first day of July, 2003, and shall remain in full force and effect up to and

including the 30th day of June, 2006.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their duly authorized officers and represent that they were authorized by their respective members to enter into this Agreement.

PLASTIC AND METAL PRODUCTS
MANUFACTURERS ASSOCIATION, INC.

By: _____
Sheldon Edelman, Executive Director

LOCAL 132-98-102 of the NEW YORK -
NEW JERSEY REGIONAL JOINT BOARD of the
UNION OF NEEDLETRADES, INDUSTRIAL AND
TEXTILE EMPLOYEES

By: _____
William Lee, Manager - Secretary