

CONTRACT ID# 5041

K# 857

COLLECTIVE BARGAINING AGREEMENT

Dated December 17, 2001

by and between

THE NEW YORK-NEW JERSEY REGIONAL JOINT BOARD,
LOCAL 132-98-102 UNITE

and

PLASTIC SOFT MATERIALS MANUFACTURERS' ASSOCIATION, INC.

Term: December 17, 2001 to December 16, 2004

63 - pages

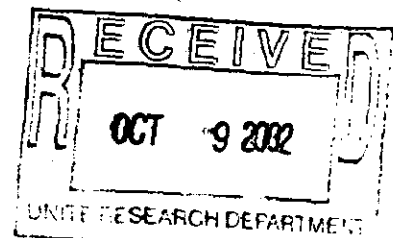


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AGREEMENT made this 17th day of December, 2001, by and between the PLASTIC SOFT MATERIALS MANUFACTURERS' ASSOCIATION, INC., a New York corporation (hereinafter referred to as the "Association") and the NEW YORK-NEW JERSEY REGIONAL JOINT BOARD, LOCAL 132-98-102, UNITE (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the members of the Association are engaged in the manufacture of rubberized and plastic novelties and kindred products; and

WHEREAS, the parties hereto desire to continue to cooperate in establishing conditions in the industry which will tend to secure for the workers a living wage and improve the standards of labor, and to provide methods for a fair and peaceful adjustment of all disputes.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

UNION RECOGNITION

1. (a) 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, shall, directly or indirectly, discourage membership in the Union.

UNION SECURITY

(b) 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 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 in 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 in the Union.

COVERAGE OF AGREEMENT

(c) This Agreement shall be applicable to all employees except clerical employees, sales people, watchmen and supervisory employees with authority to hire and discharge.

HOURS

2. The regular hours of employment shall be thirty-five (35) per week, equally divided into the first five (5) working days (Monday to Friday inclusive) of the week, each day consisting of seven (7) hours.

OVERTIME

3. (a) All work performed outside of the regular scheduled daily hours established in the shops of the respective members of the Association shall be deemed overtime. Overtime shall be paid for at the rate of time and one-half, except that the first one-half (1/2) hour of overtime in each regular work day may be paid at the rate of straight time. However, if a worker comes in late, overtime will only be paid after the worker has worked seven (7) hours that day, but the first half hour of overtime in

that working day may be paid at the rate of straight time. Furthermore; in the event a worker shall unjustifiably absent himself during any work week, the worker shall not receive overtime pay until after completing the regular weekly hours of work. Notwithstanding the above, during a work week in which a holiday falls on a scheduled work day, and a worker does not work on the holiday, then overtime will be paid after a worker has worked his regular weekly hours minus the paid hours for the holiday.

(b) All work performed outside the first five (5) working days of the week shall be paid for at the rate of time and one-half. All work performed on the seventh day of the work week shall be paid at double the worker's regular rate of pay.

MINIMUM SCALES

4. (a) Experienced workers (both piece and time workers) shall receive not less than the following minimum hourly wage scale:

	<u>EFFECTIVE DATE</u>
	12/17/2001
Cutters, Shippers and Receiving Clerks	\$ 5.45
All Other Classifications	\$ 5.40

(b) All new employees shall receive an increase of at least twenty-five (25¢) cents per hour after forty-five (45) days of employment, regardless of the rate at which he was hired, and regardless of any other increase to which he is also entitled under the terms of this Agreement.

(c) (i) Workers whose earnings on a piece work basis are greater than the respective minimums herein provided for shall receive the greater amount. In calculating their earnings on a piece work basis, workers shall be entitled to the increases provided for in paragraph "5(b)" below.

(ii) The Union will consult with members of the Association regarding conversion of wage structures to piece rate on a shop basis where appropriate.

PROGRESSION RATE

(d) In the event that during the term of this Agreement, the Federal or State hourly minimum rate of pay shall be increased to a figure in excess of Five Dollars and Fifteen cents (\$5.15), then each of the minimum scales provided for in subdivision "(a)" of this paragraph shall be increased to such extent as shall be required so that they shall not be less than

twenty-five (25¢) cents in excess of the Federal or State hourly minimum rate, whichever is higher.

TRANSFERS

(e) If a worker is transferred to another operation, such worker shall receive, during the first two (2) weeks in the new operation, not less than eighty (80%) percent of his average earnings during his last four (4) weeks of full employment prior to the transfer. Thereafter, he shall be paid on the basis of his earnings at the rate for the new operation. Such transfer, however, shall be only upon mutual consent.

INCREASES IN WAGES

5. (a) All time workers covered by this Agreement shall receive wage increases as follows:

(i) Effective December 17, 2001, a wage increase of twenty-five (25¢) cents per hour over their then respective wages.

(ii) Effective December 16, 2002, a wage increase of twenty-five (25¢) cents per hour over their then respective wages.

(iii) Effective December 15, 2003, a wage increase of twenty-five (25¢) cents per hour over their then respective wages.

(b) All piece workers employed during the term of this Agreement shall receive wage increases as follows:

(i) Effective December 17, 2001, all piece workers shall receive an increase of twenty-five (25¢) cents per hour over their respective total weekly earnings as calculated immediately prior to December 17, 2001, (i.e., over their total weekly earnings including all increases in effect immediately prior to that date).

(ii) Effective December 16, 2002, all piece workers shall receive an increase of twenty-five (25¢) cents per hour over their respective total weekly earnings as calculated immediately prior to December 16, 2002, (i.e., over their total weekly earnings including all increases in effect immediately prior to that date).

(iii) Effective December 15, 2003, all piece workers shall receive an increase of twenty-five (25¢) cents per hour over their respective total weekly earnings as calculated immediately prior to December 15, 2003, (i.e., over their total weekly earnings including all increases in effect immediately prior to that date).

The foregoing increases for piece workers shall be applicable to piece workers hired after the respective effective dates of such increases as well as to workers hired prior to such effective dates. For example, a worker hired on August 1, 2001 shall, from the commencement of his employment, be entitled to receive his basic piece rate earnings plus the twenty-five (25¢) cents per hour increase referred to in subparagraph (i) above, plus the twenty-five (25¢) cents per hour increase referred to in subparagraphs (ii) and (iii) above.

The wage increase referred to above will only be granted to those employees who have been employed for three (3) months or more as of the effective date of the negotiated increase.

REDUCTION OF WAGES

6. During the term of this Agreement, wages, prices and standards now existing or hereafter established shall not be lowered.

HOLIDAYS

7. (a) Except as otherwise provided in subdivision (e) of this paragraph, all workers shall be paid for the holidays hereinafter referred to, on which days they shall not be required to work. Such holiday pay shall be granted irrespective of the day of the week on which the holiday may fall.

The paid holidays referred to are:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Washington's Birthday
- Good Friday
- Decoration Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas
- Christmas Day

(b) The workers shall receive a full day's pay for each of the holidays referred to above.

If a worker, although called in to work, shall voluntarily absent himself during a week in which one of said holidays shall occur, such worker's pay for that holiday shall be in the same proportion as the number of hours worked by him during that week bears to the number of working hours in that week.

(c) Should any of the paid holidays provided for herein occur while a worker is on vacation, he shall nevertheless be paid for that holiday in addition to receiving his vacation pay.

(d) (i) A day's holiday pay for piece workers shall be based on their regular average hourly earnings multiplied by seven (7), except as otherwise provided in subdivision (ii) below.

(ii) In shops working seven and one-half (7½) hours per day, a day's holiday pay for piece workers and time workers shall be based on their regular average hourly earnings multiplied by seven and one-half (7½).

(e) The Employer shall not be required to pay a worker for any paid holiday provided for herein which shall occur during the first thirty (30) days of such worker's employment.

BENEFIT FUNDS

8. (a) Retroactive to January 1, 2001, the contribution rate to the benefit funds is seventeen and five eighths (17.625%) percent (e.g. 4.5% to the ILGWU National Retirement Fund and 12.875% to the Eastern States Health and Welfare Fund and .25% to the Plastic Soft Materials Manufacturers Industry Fund.

(b) Effective December 17, 2001, each member of the Association shall pay monthly to the Union towards the Funds hereinafter referred to seventeen and five-eighths (17.625%) percent (which percentage shall be decreased to fifteen (15%) percent effective February 1, 2002; and further decreased to thirteen (13%) percent effective July 1, 2002, and further increased to fourteen and one-half (14.5%) percent effective January 1, 2003; and further increased to fifteen and one-half (15.5%) percent effective July 1, 2003) of the total weekly payrolls of all its employees covered by this Agreement, from the thirty-first day of their first day of employment.

After receipt of the foregoing payments from the members of the Association, the sums so collected shall be allocated and paid over by the Union towards the following trust funds:

(i) Effective December 17, 2001, to the ILGWU Eastern States Health & Welfare Fund, or its successor, a sum equivalent to twelve and seven eighths (12-7/8%) percent, which percentage shall be decreased to ten and one quarter (10.25%) percent, effective February 1, 2002 (which percentage shall be further decreased to eight and one quarter (8.25%) percent effective July 1, 2002; and which percentage shall then be increased to nine and one quarter (9.25%) percent effective July 1, 2003) of the total weekly payrolls of all of the workers covered by this Agreement, from the thirty-first day of their first day of employment.

Contributions to the Health and Welfare Fund shall not include earnings of workers in excess of Twenty One Thousand (\$21,000.00) Dollars in any calendar year.

(ii) To the ILGWU National Retirement Fund retroactive to January 1, 2001, a sum equivalent to four and one-half (4.5%) percent (which percentage shall be increased to six (6%) percent effective January 1, 2003) of the total weekly payrolls of all the employees covered by this Agreement, from the thirty first day of their first day of employment.

(iii) To the Plastic Soft Materials Manufacturers Industry Fund .25% of the gross payrolls per paragraph 8 (d) below.

(iv) In addition to the payments provided for above, each member of the Association shall pay:

(1) monthly to the Union, towards the Health and Welfare Fund, or its successor, for the period December 17, 2001 to June 30, 2002, a sum equivalent to 0.13% of the total weekly payrolls of all its employees covered by this Agreement, from the first day of their employment, plus additional sums as may be necessary, to enable said Fund to make payment of the Employer's share of Federal Social Security Taxes with respect to the benefits paid by said Fund to the workers; and

(2) On a monthly basis, for persons employed or attached to the Employer as of December 17, 2001, (and for persons hired after December 17, 2001, who have been employed one year with the Employer) the Employer will pay the Co-Pay related to medical insurance for an individual of Twenty Three (\$23.00) Dollars per month, including the month in which a worker is laid off plus one (1) additional month to the Health and Welfare Fund.

(3) Effective February 1, 2002, each member of the Association shall pay, for each eligible covered worker who is otherwise eligible to receive benefits from the Health and Welfare Fund, the following sums for an over the counter prescription drug plan per month, per employee (single benefit):

<u>2/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
\$25.00	\$30.00	\$36.00

The following chart reflects the contributions due:

	<u>1/1/01</u>	<u>12/17/01</u>	<u>2/1/02</u>	<u>7/1/02</u>	<u>1/1/03</u>	<u>7/1/03</u>	<u>1/1/04</u>
NRF	4.5	4.5	4.5	4.5	6.0	6.0	6.0
H&W	12.875	12.875	10.25	8.25	8.25	9.25	9.25
FICA	.13	.13	.13	-0-	-0-	-0-	-0-
Co-Pay	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Presc Drugs	-0-	-0-	\$25.00	\$25.00	\$30.00	\$30.00	\$36.00
Promotion	.25	.25	.25	.25	.25	.25	.25

After receipt of the payments provided for in this grammatical paragraph, the sums so collected shall be paid over by the Union to the Health and Welfare Fund, or its successor.

(c) The aforesaid Health and Welfare Fund which was established pursuant to collective agreement prior to January 1, 1946, has been and will be maintained by the Union for the purpose of providing workers eligible therefor with health, welfare and other benefits and services in accordance with the

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\$25.00	\$30.00	\$36.00

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NRF	4.5	4.5	4.5	4.5	6.0	6.0	6.0
H&W	12.875	12.875	10.25	8.25	8.25	9.25	9.25
FICA	.13	.13	.13	-0-	-0-	-0-	-0-
Co-Pay	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
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Promotion	.25	.25	.25	.25	.25	.25	.25

After receipt of the payments provided for in this grammatical paragraph, the sums so collected shall be paid over by the Union to the Health and Welfare Fund, or its successor.

(c) The aforesaid Health and Welfare Fund which was established pursuant to collective agreement prior to January 1, 1946, has been and will be maintained by the Union for the purpose of providing workers eligible therefor with health, welfare and other benefits and services in accordance with the

By-Laws or Rules and Regulations adopted by the Union for that purpose, as same may be amended from time to time.

Neither the Association nor any of its members shall have any right, title or interest in said Fund or the administration thereof. No individual worker shall have any right, title or interest in, or claim against his Employer's payments towards the Health and Welfare Fund, or its successor, or against said Fund except as may be provided by the Union's By-Laws or Rules and Regulations for said Fund.

All portions of the 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.

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 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.

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 banks and/or invested in such securities as shall be legal investments for trust funds as provided in the Rules and Regulations of the Fund adopted by the Trustees, as same may be amended.

None of the monies paid into the Health and Welfare Fund shall be used for any purposes other than to pay the benefits 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.

Payments made by a member of the Association to the Fund and payments of benefits by the 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 Fund, or against the 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 Fund. Rights of workers against the 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 Fund shall be vested in and remain exclusively in the Board of Trustees of the Fund and no benefits or monies payable from the 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 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).

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

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

Failure by any member of the Association to timely pay the amount due from him hereunder to the 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. The Union, as a party to the Agreement, shall also have the right to enforce payment 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.

(d) The percentage of the payroll paid in §(a) above includes a payment from each member of the Association to the "Plastic Soft Materials Manufacturers Industry Fund" in a sum equivalent to .25% of the gross payrolls of all its workers covered by this Agreement. The "Plastic Soft Materials

Manufacturers 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.

(e) In the event that the Board of Trustees of the ILGWU Eastern States Health and Welfare Fund resolve to merge or terminate said Fund and further resolve to transfer the remaining assets of said Fund to another Health and 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 ILGWU Eastern States Health and Welfare Fund.

(f) The parties agree that the aforesaid ILGWU National Retirement Fund heretofore established, shall continue to be administered by its Board of Trustees in accordance with the Rules and Regulations adopted for each Fund.

The Association, on behalf of itself and its members, and the Union acknowledge the due and proper appointment of the Trustees presently constituting the Board of Trustees of the Funds, do hereby ratify and approve the Rules and Regulations heretofore adopted by said Board of Trustees for the 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 said Board of Trustees, as same may be constituted from time to time pursuant to the Rules and Regulations of the Fund, 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.

Neither the Association nor any of its members shall have any right, title or interest in or to any of the said Funds. No individual worker shall have any right, title or interest in or claim against Employer's payments towards any of the said Funds, or against the Funds themselves, except as may be provided by the Rules and Regulations governing said Funds.

(g) Interest shall be payable by Employers on delinquent employee benefit fund contributions at a rate of nine (9%) percent per annum.

(h) 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.

(i) If at any time during the term of this Agreement, the Trustees of the ILGWU National Retirement Fund shall either (a) terminate the ILGWU National Retirement Fund or (b) declare that there is no longer an unfunded liability to contributing employers or (c) otherwise upon the Agreement of the Association and the Union, it is agreed that the Association, on behalf of its members, may negotiate with the Union a substitute Association sponsored retirement program (which may also be individual employer sponsored as well) that allows members of the Association to end their contribution obligation to the ILGWU National Retirement Fund in a manner and under conditions consistent with relevant Pension Law while maintaining substantially equal or better retirement benefits for covered workers employed by members of the Association.

SICK/PERSONAL DAYS

9. (a) Each worker who has been employed in his shop at least one (1) year but less than five (5) years shall be entitled to three (3) days of sick/personal days with pay. Each worker who has been employed in his shop at least five (5) years shall be entitled to five (5) days of sick/personal leave with pay. At the end of each such period, each such worker shall be paid for any such days of sick/personal leave not utilized during that period.

VACATION BENEFITS

(b) The Employers shall pay annual vacation benefits to all workers as follows:

(i) All workers employed for three (3) years or more, but less than seven (7) years, as of June 30th of the year in which the vacation is to be given, shall receive a vacation benefit of one (1) week's pay.

(ii) All workers employed for seven (7) years or more as of June 30th of the year in which the vacation is to be given, shall receive a vacation benefit of two (2) weeks' vacation pay.

(iii) All workers employed for twenty (20) years or more shall receive an additional three (3) days vacation with pay.

(iv) In addition to the above, effective in the year 2003, the Employer shall pay that portion of vacation pay to workers previously paid by the ILGWU Eastern States Health and Welfare Fund pursuant to the current benefit rules of that Fund.

The vacation benefits provided for above shall be paid to the respective workers by the Employer prior to their leaving for vacation. It is understood and agreed that said vacation benefits shall be in addition to any benefits which the workers may be entitled to receive from the Health and Welfare Fund. For workers entitled to three (3) weeks' vacation, the third week need not be consecutive with the other two, but may be granted at the option of the Employer at any time prior to December 31st of the same year.

(c) For the purpose of determining a worker's eligibility for vacation benefits provided for in this paragraph, the following shall apply:

(i) The length of a worker's employment shall be measured from the date he was first hired by his Employer until June 30th of the year in which the vacation is to be given. However, should the worker quit or be justifiably discharged after he was first hired, and then subsequently be rehired, the length of his employment shall be measured from the date he was rehired, provided

that both of the following conditions shall be complied with: (1) the worker shall be informed by the Employer at the time of such rehiring that his eligibility for vacation benefits hereunder will be measured from such rehiring date; and (2) a joint written statement by the Employer and the worker involved shall be filed with the Union within five (5) days after the date of such rehiring that the worker's eligibility for vacation benefits will be calculated from such rehiring date. In the event that either of the foregoing conditions shall not be complied with, the length of the worker's employment shall be measured from the date he was first hired by the Employer.

(ii) In determining length of employment, no deduction shall be made for absence due to illness, layoff or any other justifiable cause.

(iii) However, an employee laid off for a period of twelve (12) months shall no longer be considered a member of the shop's work force.

(d) For the purposes of this paragraph, the vacation benefits provided for hereunder shall be calculated as follows:

(i) In the case of week workers, a week's vacation pay shall be deemed to be an amount equivalent to two and one-half (2-1/2%) percent of the respective worker's gross earnings during the calendar year immediately preceding the year in which the vacation is to be given, but not more than a week's pay at the respective worker's regular rate.

(ii) In the case of piece workers, a week's vacation pay shall be deemed to be an amount equivalent to 1/50th of the respective worker's gross earnings during the calendar year immediately preceding the year in which the vacation is to be given.

(e) Employers shall whenever possible request vacation time in writing giving thirty (30) days notice. Permission to go on vacation shall not be unreasonably withheld by the Employer but the Employer's production needs may be taken into consideration to avoid major disruptions.

BEREAVEMENT PAY

(E) All workers shall be entitled to three (3) days' bereavement pay for work lost due to the death of a covered worker's parent, spouse, child or sibling. All workers shall be entitled to one (1) day bereavement pay for work lost due to the death of a covered worker's mother-in-law, father-in-law or grandparent. To be eligible for the bereavement pay, the worker must have been with the Employer for one (1) year and must produce proof of death to his Employer.

DISCHARGE

10. (a) No worker shall be discharged without good and sufficient cause. In case of any dispute regarding a discharge, the matter shall be disposed of in the same manner as hereinafter provided for the adjustment of disputes. If the discharge is found to be justified, the worker shall be compensated for the loss of his earnings during the period of such discharge, less any unemployment insurance he may have received or wages he may have earned during such period.

TRIAL PERIOD

(b) During the first sixty (60) days of their employment, workers shall be deemed to be on a trial period, during which period they may be discharged.

DISTRIBUTION OF WORK

11. (a) At all times, work shall be distributed among the workers as equally as may be practicable. If there is not sufficient work for all, whatever work there is shall be distributed among all the workers in each branch of work in the shop as equally as may be practicable.

(b) If any Employer suspends work at any time during the period of this Agreement, the shop Chairperson shall be the last employee laid off and shall be the first employee in his or her craft to be called back to work.

(c) The provision of subdivision (a) to the contrary notwithstanding, any member of the Association presently operating under a seniority system in regard to layoff and recall, may continue to so operate. Both the Union and such member of the Association shall at any time have the right to request modification of such seniority systems.

(d) In the case of a member of the Association who is presently operating pursuant to the provisions of sub-division (a), both such member of the Association and the Union shall at any time have the right to request an introduction of a seniority system of layoff and recall.

PAY DAY

12. (a) Wages shall be paid weekly for all work performed during the preceding week. Such weekly wages shall be paid on the customary pay day heretofore observed by the respective members of the Association, but not later than Wednesday for all work performed during the preceding week.

Wages shall be paid in cash. However, should a member of the Association desire to pay wages by check, it may do so provided that it shall:

- (i) Comply with all requirements of law concerning payment of wages by check; and
- (ii) Obtain prior consent of the Union to payment of wages by check; and
- (iii) Comply with such safeguards as the Union may prescribe in connection with the payment of wages by check.

REPORTING FOR WORK

(b) 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 to report for work shall be supplied with at least one-half (1/2) day's work or be paid therefor. However, should an act of God prevent an Employer from supplying work, the Employer will only be required to pay the affected workers for two (2) hours, rather than one-half day's pay.

DUAL SYSTEM OF WORK

13. There shall be no dual system of work (i.e., both week and piece work) in the same branch of work in the shop of any member of the Association.

WORK BY EMPLOYER PROHIBITED

14. No officer, director or stockholder of a corporate member of the Association, no partner of a partnership member, no individual member of the Association, and no foreman shall perform any work in any of the operations covered by this Agreement.

HOMWORK PROHIBITED

15. No homework in connection with the manufacture of the products of the members of the Association, or any parts thereof, and no work in tenement houses, basements or any unsanitary or unsafe building shall be permitted.

MINORS

16. No minor below sixteen (16) years of age shall be employed in the manufacture of any of the products, or any part thereof, of any member of the Association.

TOOLS

17. (a) The respective members of the Association shall furnish all necessary tools to the workers without charge.

DAMAGE TO MATERIAL

(b) The members of the Association shall not charge workers for damage to material unless caused wilfully or by gross neglect.

INSIDE CONTRACTING PROHIBITED

18. There shall be no contracting or subcontracting inside the shop of any member of the Association.

INDIVIDUAL CONTRACTING PROHIBITED

19. (a) 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.

WAIVER OF AGREEMENT PROHIBITED

(b) No workers or group of workers shall have the right to modify or waive any provision of this Agreement.

MOVING OF SHOP

20. No member of the Association shall move its shop to a place more than fifty (50) miles from Times Square, New York City. After a move, should travel costs to the firm exceed the regular single fare established by the MTA, employees who followed with the firm shall be reimbursed the travel costs in excess of the single MTA fare, but not more than One Dollar and fifty-cents (\$1.50) per day.

Notwithstanding the moving of the shop in accordance with the foregoing, this Agreement shall remain applicable to and binding thereon.

SHOP CHAIRPERSON

21. (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 shall pay each Shop Chairperson eight (8) hours pay per year for attendance at Union-sponsored meetings or seminars.

UNION COMMUNICATION WITH SHOP CHAIRPERSON

(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.

PRICE COMMITTEE

22. There shall be at all times in the shop of each member of the Association a Price Committee chosen by the workers or designated by the Union. All piece prices shall in the first instance be settled by the Price Committee and the respective member of the Association. If they fail in such settlement, the matter shall be disposed of in the manner hereinafter provided for the settlement of disputes.

AUTHORITY LIMITED (WORKERS)

23. 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.

EXAMINATION OF BOOKS AND RECORDS

24. The respective members of the Association shall, upon request by the Union, submit all books and records showing payroll, labor costs and production, for examination by the Union for the purpose of ascertaining whether the terms of this Agreement are being complied with. The failure of a member of the Association to submit such books and records shall be presumptive evidence of any violation complained of and shall justify the sustaining of the Union's complaint.

VISITATION OF SHOPS

25. Representatives of the Union shall have free access to the shops of the respective members of the Association during business hours for the purpose of taking up complaints and for the purpose of ascertaining whether the terms of this Agreement are being complied with. A representative of the Association, if available, shall accompany the Union representative on such visits.

OUTSIDE WORK

26. No member of the Association shall permit any work to be performed for it, directly or indirectly, outside of its own shop by any other concern, and no member of the Association shall purchase any of its products from any other concern, unless the workers of the inside shop of the member of the Association are fully supplied with work.

CONSOLIDATION AND MERGERS

27. No member of the Association shall enter into a partnership with any other person, firm or corporation, alter its enterprises from a personal to a corporate form, or consolidate or merge its enterprise with that of any other person, partnership or corporation unless this new partnership or the new corporation or the consolidated or merged enterprise assumes all accrued obligations to the workers of such member of the Association, and in addition assumes all the obligations of this Agreement for the balance of the term thereof. Upon the formation of such a partnership or upon such a consolidation or merger taking place, such new partnership or the consolidated or merged enterprise shall give preference in employment to the

workers of the absorbed enterprise over all other workers except those then employed by the concern which continues in business.

STRIKES, STOPPAGES AND LOCKOUTS

28. (a) There shall be no strike, stoppage or lockout during the term of this Agreement, but work shall proceed in operation pending the determination of any complaint, dispute, or grievance as hereinafter provided. This provision, however, shall not apply when a member of the Association fails to submit to Arbitration or when a member of the Association fails to comply with a joint decision reached by the representatives of the Union and the Association, or with an Award of the Impartial Chairman within twenty-four (24) hours after rendition, or where any Employer is deemed to be in non-compliance under the express terms of any other provision of this Agreement.

WRITTEN NOTICE OF STRIKE

(b) Should the workers of any shop or factory cause a stoppage of work or shop strike, for reasons other than those aforementioned, written notice shall be given by the Association to the Union.

The sole obligation of the Union shall be, within forty-eight (48) hours after receipt of said notice, to post on the Employer's front door, or on another place designated by the Employer, a declaration that such action is unauthorized and that its striking members are to terminate such action and return to work immediately, notwithstanding the existence of any picket line.

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 of its members 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 Local 132-98-102, which may also be posted by the Employer within the shop or factory affected thereby:

"Date _____

To all members of Local 132-98-102, UNITE:

You are advised that a work stoppage is in progress at _____ This action is unauthorized by Local 132-98-102.

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."

Good faith compliance by the Union with the foregoing provision shall be deemed full compliance with its obligation hereunder and the Union shall have no further obligation to the Employer under this Agreement.

No employee shall be deemed to have abandoned his or her employment until after the expiration of the forty-eight (48) hour period following written notification by the Association to the Union of said strike or stoppage. Upon failure of any employees to return to work within twenty-four (24) hours after the expiration of the forty-eight (48) hour period, the Employer may, at his option, consider that such employees have abandoned their employment; but should the Employer re-employ such employees, it shall treat all such employees alike and shall not discriminate against or among them.

NON-PAYMENT OF WAGES

(c) Anything herein contained to the contrary notwithstanding, stoppage from work for non-payment of wages within twenty-four (24) hours from the due date thereof shall be deemed justified under this Agreement.

LOCKOUT

(d) There shall be no lockout by any member of the Association during the term of this Agreement, nor shall any member of the Association withhold any work from the workers because of any dispute in the shop. Should a member of the Association cause a lockout in its shops, the Association shall, within twenty-four (24) hours after receipt of notice thereof from the Union, direct said member of the Association to terminate the lockout and to re-employ the workers involved. Should such member of the Association fail, within twenty-four (24) hours thereafter, to abide by the direction of the Association, it should be liable to the workers for the full amount of the wages lost by them subsequent to the expiration of the twenty-four (24) hour period last mentioned, in addition to any damages sustained by the Union.

CHECK-OFF

29. Subject to the existing requirements of law for written authorization from the individual workers, each member of the Association shall deduct monthly from the earnings of the workers the Union dues, initiation fees and assessments of such workers, and forthwith remit same to the Union. Monies so deducted shall be deemed trust funds in the hands of the Employers.

DISCONTINUANCE OF BUSINESS

30. (a) Should a member of the Association (in the event that the firm is individually owned) discontinue the business now being conducted by him, he shall continue to be bound by this Agreement, and should he continue or resume business in a line of work intended to be covered by this Agreement, he shall be bound by all of the terms and provisions of this Agreement during the entire balance of the term hereof.

DISSOLUTION OF PARTNERSHIP

(b) In the event of the dissolution of a partnership member of the Association, each partner shall continue to be bound by this Agreement, and should a partner continue or resume business in a line of work intended to be covered by this Agreement, he shall be bound by all of the terms and provisions of this Agreement for the full term thereof with the same force and effect as if he had individually entered into this Agreement.

INDIVIDUAL LIABILITIES OF PRINCIPALS

31. No principal of a member of the Association shall, during the term provided for in this Agreement, become engaged or interested, either directly or indirectly, in any other firm or corporation (either individually, or as a partner, or as an officer, director or stockholder) engaged in a line of work intended to be covered by this Agreement, unless said other firm or corporation shall be or immediately enter into contractual relations with the Union, for the term of this Agreement, pursuant to an agreement in all respects similar hereto.

It is agreed that should any principal of a member of the Association violate the foregoing provisions of this paragraph, such violation will have an adverse effect upon the Union's interest in the establishment and maintenance of labor standards under Union's interest in the establishment and maintenance of labor standards under Union agreements.

Should any principal of a member of the Association become engaged or interested in any other firm or corporation in violation of the foregoing provisions of this paragraph, and should such other firm or corporation operate contrary to any of the provisions of this Agreement, then such principal shall be liable for damages and the Union be entitled to such other relief

(including injunctive relief) as the Impartial Chairman may award, in the same manner as if such principal, as the owner of such other firm or corporation, had individually entered into a contract with the Union covering such other firm or corporation upon terms identical to those herein contained and such contract were being violated by it. Any claim for damages and other 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.

As used in this paragraph, the term "principal of a member of the Association" shall be understood to mean any officer, director or stockholder of a corporate member of the Association, any partner of a partnership member of the Association, and the owner of any individually owned member of the Association.

The officers, directors and stockholders of each corporate member of the Association and the partners of each partnership member of the Association shall execute a certificate in which they will individually acknowledge and assume the obligations and liabilities on their part to be observed under the provisions of this Agreement.

LIABILITY OF MEMBERS OF ASSOCIATION

32. (a) All persons, firms and corporations who are members of the Association at the time of the execution of this Agreement, and all persons, firms and corporations becoming members thereof subsequent to the execution of this Agreement, shall be and continue to remain individually liable under this Agreement during the entire term thereof, irrespective of whether or not said members shall cease to be members of the Association prior to the date set for expiration of this Agreement, and their individual liability hereunder shall be deemed to have survived the termination of such membership. Should a member of the Association cease to be a member thereof prior to the expiration of this Agreement, the term "member of the Association" used in this Agreement shall nevertheless be understood to continue to refer to such former member of the Association during the balance of the term of this Agreement.

LIABILITY OF FORMER ASSOCIATION MEMBERS

(b) However, should a member of the Association resign, be suspended or expelled from the Association, or its membership be terminated for any reason whatsoever, then and in such event:

(i) Any and all disputes, complaints, controversies, claims and grievances between such former Association member and the Union or any of the workers 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 Association member; and, such former Association member shall have no right to representation by the Association in the adjustment thereof. Should such former Association member and the Union fail to adjust any such matter, same shall be submitted to Arbitration for final determination before the person designated as Impartial Chairman pursuant to the provisions of paragraph "38" hereof. Such Arbitration shall be governed by the provisions of paragraph "38" except that the fees and expenses of the Impartial Chairman shall be paid by such member.

The provisions of subdivision "(d)" of paragraph "38" shall apply as well with respect to all complaints, disputes, controversies, claims and grievances between the Union or any of the workers and such former Association member.

(ii) In cases of disputes, the decision of the Union representative shall be deemed binding and shall be complied with by such former Association member unless and until the same is reversed by the Impartial Chairman. Should the former Association member fail to comply with such decision of the Union

representative as aforesaid, the workers shall not be obligated to continue with their work, anything herein to the contrary notwithstanding.

NEW MEMBERS OF ASSOCIATION

33. Before admitting a new member, the Association shall inform the Union, in writing, of the application for membership. If a strike or dispute shall be pending between the applicant and the Union at the time, the Union shall so inform the Association and the applicant shall not be admitted as a member until all disputes have been adjusted.

CERTIFICATES OF RATIFICATION OF AGREEMENT/ CERTIFICATION OF ASSOCIATION AUTHORITY

34. The Association agrees to furnish to the Union, at its request, a certification in writing that it has been authorized by its members to enter into this Agreement. Each member of the Association shall certify in writing that it has authorized the Association to enter into this Agreement, and that it will be bound thereby with the same force and effect as if such member had individually entered into this Agreement.

SUBSIDIARIES AND AFFILIATES

25. (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 of 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.

COLLECTIONS OF WAGES/REMEDIES OF UNION

36. It is hereby agreed that the Union shall be entitled as a matter of right to relief restraining the respective members of the Association from any breach or threatened breach of this Agreement. In addition thereto, the Union shall be entitled to any monies due to the workers for wages and to any damages sustained by the workers or the Union as a result of a breach of contract by any member of the Association. Any payments made to the Union for monies due to employees for wages shall be deemed payment of wages for the account of such employees.

ARBITRATION/ADJUSTMENT OF
DISPUTES AND GRIEVANCE PROCEDURE

37. (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 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 of 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, 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 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 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.

COMPLIANCE/REMEDIES OF UNION

38. In the event that an Employer shall fail to comply within twenty-four (24) hours with a joint decision of the representatives of the parties hereto, or with a decision of the Labor Board, or with an Award of the Impartial Chairman, its shop may be treated, at the option of the Union, as non-union; and the workers shall not be required to work for such Employer until said decision or Award has been fully complied with, and such Employer shall be liable for all losses sustained by the workers and the Union as a result thereof. Such Employer's obligations under the provisions of this Agreement shall, nevertheless, continue during the balance of the term thereof.

AUTHORIZED UNION AGENT

39. 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.

COST OF LIVING INCREASE/ESCALATION CLAUSE

40. (a) In the event that the cost of living for October, 2002 shall be more than five (5%) percent higher than its level as of October, 2001, as shown by the Consumer Price Index of the U.S. Bureau of Labor Statistics for those months, then in such event, the Union shall have a right to request an increase in the wages and scales for the workers covered by this Agreement, giving credit for a five (5%) percent deductible; provided, however, such increase shall be limited to two (2%) percent, and become effective as of December 16, 2002.

In the event that the cost of living for October, 2003 shall be more than five (5%) percent higher than its level as of October, 2002, as shown by the Consumer Price Index of the U.S. Bureau of Labor Statistics for those months, then in such event, the Union shall have the right to request an increase in wages

and scales for the workers covered by this Agreement, giving credit for a five (5%) percent deductible; provided, however, such increase shall be limited to two (2%) percent, and become effective as of December 15, 2003.

It is further understood that the granting of any increase pursuant to this paragraph "40(a)" shall not affect the rights of the employees to receive the increases provided in paragraphs "4" and "5" of this Agreement; and, conversely, the increases provided in paragraphs "4" and "5" shall not affect the employee's rights to receive increases pursuant to this paragraph "40(a)".

(b) If the wages are increased under the provisions of subdivision "(a)" of this paragraph and subsequently thereafter there occurs a decrease in the cost of living as shown by said Consumers Price Index, then the Association may request a conference for the purpose of revising the amount of the aforesaid increase. In the event the parties fail to agree, then the matter shall be deemed a dispute and shall be submitted to the Impartial Chairman, whose decision shall be final and binding upon the parties. It is specifically understood and agreed that if a decrease is granted hereunder, such decrease shall be in a percentage not in excess of the percentage decrease in the cost of living upon which it is based; provided, however, that such

decrease shall in no event exceed the amount of the increase previously granted under the provisions of subdivision "(a)" of this paragraph.

It is further agreed that a decrease may not be granted hereunder less than twelve (12) months subsequent to the granting of a wage increase under the provisions of subdivision "(a)" of this paragraph.

Should the Association and the Union fail to agree upon an increase requested by the Union pursuant to the foregoing provisions of this paragraph, the matter shall be deemed a dispute under this Agreement and shall be submitted to the Impartial Chairman for final and binding arbitration.

DISABILITY INSURANCE

41. Each member of the Association shall provide disability insurance coverage for all covered employees, as required by the New York or New Jersey Disability Benefits Law.

HEALTH AND SAFETY STANDARDS

42. (a) Employers 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) Employers retain exclusive responsibility to provide a safe and healthful work place and working conditions. The intent of this paragraph is not to diminish the Employer's exclusive responsibility or make the Union, its agents or representatives, liable for any worker's job related injury, illness or death.

PERFORMANCE OF ANY PROVISION

43. The failure of either party of 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 a violation of the Agreement, or any provisions 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.

NO DISCRIMINATION

44. 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, age or physical handicap, except as required by law.

REORGANIZATION

45. With the consent of the Union, or in case of disagreement, upon Award of the Impartial Chairman, an Employer shall have the right in good faith to reorganize its factory on such terms and with such provisions as the Union or the Impartial Chairman may designate.

A reorganization in good faith shall mean a bona fide reduction of the number of employees necessitated by a permanent curtailment of its business or a fundamental change in the character of its business. Should employees be displaced, they shall be laid off in order of their seniority by the department or operation with the Employer, the junior employees being laid off first. If more work becomes available, laid off employees shall be recalled first to work on inverse order of their layoff before any new employees are hired.

WARNINGS

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

JURY DUTY

47. Workers shall be entitled to the difference between a regular week's earnings and pay received for 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.

LEAVE OF ABSENCE

48. In addition to any other leave of absence, members of the Association 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 (hereinafter "Parenting Leave"). Proof of such birth or adoption must be furnished upon request.

The member of the Association 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 Leave. Upon date of hire, the member of the Association 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.

Any employee granted a Parenting Leave of Absence shall not lose any rights and shall be entitled to his or her regular job prior to such absence upon return to work.

AUTHORITY LIMITED (UNION)

49. 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.

CONFLICT WITH LAW

50. If any provision of this Agreement shall, at any time during the term thereof, conflict with the Labor Management Relations Act, 1947, as amended, then such provision shall be deemed modified to continue in effect to the extent (most favorable to the Union) permitted by the applicable law. However, if at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored to the Agreement with the same force and effect as if it had never been in conflict with the law.

SAVING CLAUSE

51. It is agreed that if any provision of this Agreement, or the application thereof, shall be held invalid, the remainder of this Agreement, or the application thereof, shall not be affected thereby.

SUCCESSORS AND ASSIGNS

52. This Agreement shall be binding upon the respective parties hereto, their successors in interest and assigns.

ASSOCIATION AUTHORITY

53. The Association represents that this Agreement was authorized by its members and that its officers were authorized to sign it on behalf of the Association and its respective members.

TERM OF AGREEMENT

54. This Agreement shall go into effect as of the 17th day of December, 2001, and shall remain in full force and effect until the 16th day of December, 2004.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals the day and year first above written.

NEW YORK-NEW JERSEY REGIONAL
JOINT BOARD, LOCAL 132-98-102,
UNITE

By: William Lee
William Lee, Manager
Secretary

PLASTIC SOFT MATERIALS
MANUFACTURERS ASSOCIATION, INC.

By: Sheldon M. Edelman
Sheldon M. Edelman, Executive
Director