

R# 876

COLLECTIVE AGREEMENT

GREATER BLOUSE, SKIRT AND UNDERGARMENT
ASSOCIATION, INC.
(BLOUSE DIVISION)

WITH

BLOUSE, SKIRT, SPORTSWEAR, CHILDREN'S WEAR AND
ALLIED WORKERS' UNION, LOCAL 23-25, UNITE

AND

AMALGAMATED LADIES' GARMENT CUTTERS' UNION
LOCAL 10, UNITE

2001-2004

88 pages

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. MUTUAL OBLIGATIONS.....	2
2. UNION RECOGNITION.....	2
3. COVERAGE OF AGREEMENT; UNION MEMBERSHIP.....	3
4. HOURS AND OVERTIME.....	4
5. WAGE INCREASE.....	6
6. MINIMUM SCALES.....	7
7. CHECK-OFF.....	11
8. BENEFIT FUNDS.....	12
9. EFFICIENCY - NEW MACHINERY.....	36
10. NO REDUCTION IN COMPENSATION AND NO DUAL SYSTEM OF WORK.....	37
11. NO HOMEWORK ALLOWED.....	37
12. NO EMPLOYMENT OF MINORS.....	37
13. NO WORK BY EMPLOYER OR FOREMAN.....	37
14. SHOP CHAIRPERSON'S DUTIES.....	38
15. PIECE RATES.....	38
16. UNAUTHORIZED STOPPAGE OR DISCHARGES.....	40
17. PAY DAY.....	40
18. NO REDUCTION IN SETTLED PRICES (PIECE RATES).....	41
19. LIABILITY FOR DAMAGE TO MATERIAL.....	41
20. SUPPLYING OF TOOLS.....	41
21. HOLIDAYS - PERSONAL DAY- BEREAVEMENT PAY.....	42
22. DISCHARGE.....	45
23. NO DISCRIMINATION/GENDER.....	46
24. ADDITIONAL WORKERS.....	46
25. TRIAL PERIOD.....	47
26. LEAVE OF ABSENCE - VACATION.....	47
27. BLOUSE INDUSTRY TRUST FUND.....	48
28. DIVISION OF WORK.....	50
29. NO INDIVIDUAL CONTRACTS.....	51
30. HEALTH, SAFETY AND SANITATION.....	51
31. "SECONDARY" STRIKES, STOPPAGES, BOYCOTTS.....	54
32. STRUCK WORK, LABOR DISPUTES, CROSSING PICKET LINES.....	55
33. INTEGRATED PRODUCTION-DAMAGES.....	56
34. EMPLOYER'S RESPONSIBILITY FOR PAYMENT OF WAGES, EARNINGS, OVERTIME AND HOLIDAY PAY.....	59
35. CUTTING.....	60
36. ACCESSORIES AND EMBROIDERIES.....	62
37. EXAMINATION OF BOOKS AND RECORDS; ACCESS TO SHOP; FALSIFICATION; TIME CLOCKS.....	62
38. STRIKES, STOPPAGES, LOCKOUTS.....	65
39. INDIVIDUAL LIABILITY-EMPLOYERS.....	69
40. NEW ASSOCIATION MEMBERS.....	71
41. MEMBER'S AUTHORIZATION; AFFILIATES AND SUBSIDIARIES; AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS.....	73

ARTICLE

PAGE

42. CONTINUING LIABILITY IN CASE OF DISCONTINUANCE OF BUSINESS OR PARTNERSHIP.....	75
43. INTEREST OF MEMBER IN OTHER FIRMS.....	76
44. COST OF LIVING CHANGES.....	77
45. UNION LABEL.....	78
46. SETTLEMENT OF DISPUTES; REMEDIES FOR VIOLATIONS.....	79
47. COMPLIANCE WITH DECISIONS OR AWARDS.....	82
48. DEFINITION OF MEMBER OF ASSOCIATION.....	83
49. UNION NOT AGENT FOR UNITE.....	83
50. SOLE AUTHORIZED AGENT OF UNION.....	84
51. TAFT-HARTLEY CONFLICTING PROVISIONS.....	85
52. SEPARABILITY OF CLAUSES.....	85
53. WORKERS OF OUT-OF-TOWN SHOPS.....	86
54. MOVING OF SHOP.....	86
55. PROVISIONAL REPLACEMENT WORKERS.....	87
56. LIQUIDATED DAMAGES.....	88
57. DISABILITY.....	89
58. NO WAIVER.....	90
59. INVALIDATED PROVISION.....	90
60. HEADINGS.....	91
61. PARENTAL/FAMILY LEAVE.....	91
62. JURY DUTY.....	92
63. RESERVISTS AND NATIONAL GUARD MEMBERS.....	92
64. COUNCIL ON AMERICAN FASHION.....	93
65. IMMIGRANT WORKER PROTECTION.....	95
66. EFFECTIVE AND TERMINATION DATES OF AGREEMENT.....	95

AGREEMENT made and entered into as of the 1st day of June, 2001, by and between the GREATER BLOUSE, SKIRT AND UNDERGARMENT ASSOCIATION, INC., with offices at 225 West 34th Street, New York, hereinafter designated as the "Association," and BLOUSE, SKIRT, SPORTSWEAR, CHILDREN'S WEAR & ALLIED WORKERS' UNION, LOCAL 23-25, UNITE and AMALGAMATED LADIES GARMENT CUTTERS' UNION, LOCAL 10, UNITE, both unions hereinafter collectively designated as the "Union."

W I T N E S S E T H:

WHEREAS, the Association represents that it is an organization composed of contractors who are engaged in the production or sale of garments; and

WHEREAS, the Association further represents that the making of said garments is done by its members, on their own premises, for jobbers and manufacturers; and

WHEREAS, the parties hereto have heretofore been in contractual relationship under written agreement, and desire to continue their contractual relations; and

WHEREAS, the parties hereto desire to continue to cooperate in establishing conditions in the industry to secure to the workers a living wage and improve the standards of labor, and to provide methods for a fair and peaceful adjustment of all disputes that may arise between the parties hereto;

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

ARTICLE FIRST: MUTUAL OBLIGATIONS

The Association and its members shall live up in good faith to all provisions of this agreement. The Union obligates itself in good faith that it will live up to all the provisions of this agreement.

ARTICLE SECOND: 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, and that the Union 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 the workers covered by this agreement. It is further agreed that neither the Association nor any of its members nor any of their agents shall, directly or indirectly, discourage membership in the Union.

ARTICLE THIRD: COVERAGE OF AGREEMENT; UNION MEMBERSHIP

(a) All workers employed by the members of the Association in the performance of any operations in connection with the

production of garments produced by said Association members, including packers, shipping clerks, delivery and errand workers, sorters, porters, order pickers, piece goods handlers and employees in the cutting department shall be covered by this Agreement.

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

(c) It is understood that the executive heads of the departments in which the shipping clerks, delivery and errand workers, sorters, porters, order pickers, packers, piece goods handlers and employees in the cutting department are employed, as well as office workers, shall not be deemed covered by the agreement.

ARTICLE FOURTH: HOURS AND OVERTIME

(a) A regular week's work shall consist of forty (40) hours per week divided equally into the first five (5) working days,

Monday to Friday inclusive. Regular work hours shall consist of any consecutive nine (9) hour period set between the hours of 8:00 a.m. and 7:00 p.m. in a day. Each Employer shall post the hours for the daily regular hours and shall notify the Union of said hours. Regardless, there shall be no work of any kind performed after 8:00 p.m. on any day.

(b) There shall be no more than one (1) shift a day.

(c) All work outside of the daily regular hours or on Saturday by either a piece worker or a week worker shall be overtime work. All overtime shall be paid at the rate of time and one-half.

(d) Overtime shall be voluntary. However, no work shall be performed on Sunday.

(e) Where a worker, except for a cutter, marker, and grader, voluntarily is late for work on one of the first five working days, overtime for that worker for that day may be paid after eight hours of work; provided, however, any work performed after 7:00 p.m. of that day shall be paid at the worker's overtime rate. This concept shall not apply if a worker is not required by the Employer to commence working at the regular starting time.

ARTICLE FIFTH: WAGE INCREASE

(a) All workers, including cutters, markers, and graders, shall receive the following wage increase:

(i) Effective as of June 4, 2001, an increase of three

(3%) percent over their then respective wages; and

(ii) Effective as of June 3, 2002, an increase of three (3%) percent over their then respective wages.

(iii) Effective as of June 2, 2003, an increase of three (3%) percent over their respective wages.

(b) For time workers, these increases are to be compounded. For piece workers, these increases are not to be compounded.

(c) Notwithstanding the above, persons employed as shipping clerks, order packers and sorters shall receive the following wage increases:

(i) Effective June 4, 2001 - \$13.00 per week

(ii) Effective June 3, 2002 - \$13.00 per week

(iii) Effective June 2, 2003 - \$13.00 per week

(d) Shipping clerks, order pickers and sorters employed more than six (6) months shall be granted in each contract year four (4) days sick leave.

ARTICLE SIXTH: MINIMUM SCALES

(a) Effective as of the date shown below, workers in the following crafts shall receive not less than the minimum wage scale for their respective crafts for a full week's work:

<u>CRAFT:</u>	AS OF <u>6/4/01</u>	AS OF <u>6/3/02</u>	AS OF <u>6/2/03</u>
Sample Makers	\$324.00 8.10/hr	\$328.00 8.20/hr	\$332.00 8.30/hr
Floor Workers	\$256.00 6.40/hr	\$260.00 6.50/hr	\$264.00 6.60/hr

<u>CRAFT:</u>	AS OF <u>6/4/01</u>	AS OF <u>6/3/02</u>	AS OF <u>6/2/03</u>
Delivery & Errand workers, Porters, Piece Goods, Handlers, Packers & Workers in and about Rooms	\$280.00 7.00/hr	\$284.00 7.10/hr	\$288.00 7.20/hr
Shipping Clerks, Order Pickers & Sorters	\$294.00 7.35/hr	\$298.00 7.45/hr	\$302.00 7.55/hr
Operators	\$274.00 6.85/hr	\$278.00 6.95/hr	\$282.00 7.05/hr
Ironers	\$276.00 6.90/hr	\$280.00 7.00/hr	\$284.00 7.10/hr
Finishers	\$286.00 7.15/hr	\$290.00 7.25/hr	\$294.00 7.35/hr
Cutters, Markers, & Graders	\$504.00 12.60/hr	\$512.00 12.80/hr	\$520.00 13.00/hr

Newly hired inexperienced workers may be paid fifty (50¢) cents per hour less than the craft minimum noted above during the first thirty days of employment. On the thirty-first day after such worker is hired the required craft minimum shall be paid such worker.

(c) Minimum hourly rates for substandard piece work operators designated as such in accordance with the following shall be \$5.55 per hour.

Piece work operators may be designated as substandard only upon the written consent of the Union. Consent to such

designation will not be granted unless all of the following conditions have been satisfied with respect to the piece work operator in question:

(i) Work is being performed at a fair and proven piece rate, i.e., one at which other piece work operators doing the same work have consistently earned substantially above the minimum rate for operators as set forth in ARTICLE "SIXTH (a)" above.

(ii) The conditions of work, such as work flow, continuity and familiarity are not prejudicial to normal earnings.

(iii) The operator consistently earns less than \$5.55 per hour.

(d) Operators may be hired as learners only with the written consent of the Union, which consent shall not be unreasonably withheld, at a maximum hourly rate up to \$1.00 below the prevailing hourly minimum rate for the craft. Their minimum hourly rates shall be increased by thirty (30¢) cents per hour at the beginning of the fifth week of employment and by an additional thirty (30¢) cents per hour at the beginning of the ninth week of employment. After twelve weeks of employment they shall receive not less than the prevailing minimum for the craft. At no time shall they be paid less than their regular piece work earnings and increments thereon.

(e) A worker who is requested to perform work other than his regular work when his regular work is available shall be paid for such other work at a rate equal to his average hourly earnings during his last four (4) weeks of full employment on his regular work or his earnings on the work to which he is transferred, whichever is greater.

A worker who is requested to perform work other than his regular work when his regular work is unavailable shall receive for such other work the established piece or time rate therefor, but in no event less than the applicable craft minimum wage for such work provided in this agreement.

(f) Workers who perform week work in crafts which are customarily piece work crafts shall receive at least ten (10%) percent above the applicable craft minimum. In no event, however, shall workers be transferred from piece work to week work without the consent of the Union.

(g) Call In and Reporting Pay:

All workers (except cutters, markers, and graders) who are required to report for work without having been advised by the end of the previous day not to report shall be supplied with at least one-half ($\frac{1}{2}$) day's continuous work, or be paid therefor, unless the lack of work is due to an Act of God or any other event beyond the control of the Employer. Week workers shall be paid for one-half ($\frac{1}{2}$) day's work based on their weekly earnings and piece workers shall be paid for one-half ($\frac{1}{2}$) day's work based

on their average hourly earnings over the four week period immediately preceding such event. Cutters, markers and graders shall be supplied with a full day's work or be paid therefor.

(h) At no time under this Article shall any worker be paid less than the applicable state minimum wage.

ARTICLE SEVENTH: CHECK-OFF

(a) Subject to the requirements of law concerning authorization and assignment by the workers individually, the member of the Association shall upon written authorization deduct membership dues (which shall be deemed to include periodic fixed dues, initiation fees, and assessments) or, to the extent permitted by law, service charges, from the earnings of its workers monthly and forthwith transmit the same to the Union.

(b) The member of the Association agrees to honor check-off authorizations for political contributions to the Local 23-25 UNITE Federal Campaign Committee, the Local 23-25, Unite State and Local Campaign Committee and the AFL-CIO COPE from workers who are members of the Union.

(c) Sums deducted by the member of the Association under the provisions of subparagraphs (a) and (b) of this ARTICLE "SEVENTH" shall be kept separate and apart from general funds of the member of the Association and shall be held in trust by the member of the Association for the benefit of the Union, or the Local 23-25 UNITE Federal Campaign Committee, the Local 23-25, Unite State

and Local Campaign Committee and AFL-CIO COPE, as the case may be.

ARTICLE EIGHTH: BENEFIT FUNDS

1. The term "benefit funds" is the collective designation of the I.L.G.W.U. Eastern States Health and Welfare Fund (hereafter "Eastern States Health and Welfare Fund"), Health and Vacation Fund of Amalgamated Ladies' Garment Cutters' Union, Local 10, I.L.G.W.U. (hereafter "Health and Vacation Fund of Local 10"), and the I.L.G.W.U. National Retirement Fund (hereafter "Retirement Fund")

2. (a) (i) For the period June 1, 2001 to June 30, 2002 the terms and conditions of Article 8 in the prior collective agreement (1997-2001) shall remain in effect, including the contribution rates and other requirements set forth therein.

(ii) Effective July 1, 2002, for each bargaining unit worker ("covered worker") the employer shall pay to the Benefit Funds the sum of \$115.00 per worker for each month in which the covered worker is credited with eighty (80) hours or more of employment in the shop (herein referred to as an "eligible covered worker").

(b) In determining the number of hours worked by a covered worker the Employer shall credit the hours worked starting with the week ending the first Friday of the month up to and including the week ending the last Friday of the month.

(c) (i) No payment shall be due for a covered worker who worked less than eighty (80) hours in the month in the Employer's shop.

(ii) The Employer shall act in good faith to provide each covered worker with sufficient hours of work that will enable the covered worker to maintain eligibility for health and welfare benefits hereunder.

3. (a) The employer shall complete and return to the Union each month a remittance form supplied by the Union. The completed, filled out remittance form and a check for the amount due for each eligible covered worker shall be hand delivered to the Union, or if mailed, post marked not later than the tenth (10th) of the month following the month for which the payment is due.

(b) The Union shall mail to each Employer a current remittance form on or about the fifteenth (15th) day of each month which has listed the names of covered workers known to the Union. If an Employer does not receive a remittance form from the Union it is the Employer's responsibility to call the Union's benefit fund office to request that a remittance be immediately delivered to the Employer.

(c) Remittances shall list each covered worker employed by the Employer by correct name, social security number and shall set forth the amount of per capita payment being paid for each eligible covered worker. The Employer is required to make all

necessary corrections and to add to each monthly remittance the correct name and social security number of each new covered worker; the worker's employment start date or termination of employment date and the amount of per capita payment for each NEW eligible covered worker. The Employer is also required to clearly note on the remittance form deletions related to covered workers who no longer are employed by the Employer.

4.(a) In the space provided on each monthly remittance form the Employer shall set forth the exact amount of payments received and deposited into the Employer's regular business bank account by the Employer from a contributing Union jobber or manufacturer (or other contractor who is responsible to make employee benefit fund contributions under their collective bargaining agreement with the Union, the International or an affiliate thereof); (which firms are collectively referred to herein as "contributing jobbers"). Only payments received by the Employer from a contributing jobber and deposited into the Employer's regular business account in the then current calendar month shall be used to calculate the current calendar month's credit towards the monthly per capita payment owed to the benefit funds.

(b) The credit afforded each month to an Employer for payments received from "contributing jobbers" shall be calculated by multiplying the amounts deposited into the Employer's regular business account received from the "contributing jobber"

by sixteen (16%) percent. At no time shall the credit exceed the total monthly remittance due. Credits that occur in one month cannot be used to reduce a prior months obligation but may be carried forward for a period of up to three (3) months.

If upon audit of the Employer, or the "contributing jobbers", it is determined that a credit was improperly taken by the Employer, then the employer shall be required to remit the amount of the improper credit taken plus accrued interest at the rate of nine (9%) per annum; plus the sum of \$1,000 for audit expenses; within ten (10) days of notification to the employer by regular mail by the Fund that an erroneous credit was taken by the Employer. Proof of correct payment by the Employer must be submitted within the ten (10) day period provided herein for payment.

5.(a) Should an Employer fail to hand deliver or post mark its payment of the remittance due on or before the tenth (10th) of the following month for which the remittance is due; then the Union or the benefit funds will forward a letter to the Employer and the Association requiring payment be made and post marked not latter than the 20th day of the month following the month for which the remittance is due. The letter shall advise that if payment is not received on or before the 20th day of the month following the month for which the remittance is due that on the 25th of the month following the month for which the remittance is due each eligible covered worker employed by the Employer for

whom the benefit funds have not received a per capita payment will be sent a letter advising that his or her benefits have been terminated effective with the first day of the month for which the remittance was due or retroactively to the last month for which contributions were received. Once a worker's benefits are terminated due to an employer's failure to pay, the eligible covered worker's benefit will not be resumed until the Employer's full payments have been received, in addition to any additional months then due subsequent to the month for which the Employer is delinquent in paying the per capita.

(b) Should an Employer be late in making a payment of the per capita due or fail to pay for any reason, (which term includes an Employer issuing a check returned uncollected for any reason), such that worker's benefits are terminated by the benefit fund, (referred to as an "event of default"), then the Employer shall pay, in addition to all other amounts due to the ILGWU Eastern States Health & Welfare Fund, a default fee in the sum of \$100.00 for the first "event of default"; \$250.00 for the second "event of default"; and \$500.00 for the third "event of default" which occurs within a rolling twelve month period starting with the first "event of default." Should more than three (3) "events of default occur within a rolling twelve (12) month period, then the Employer shall be required, upon demand of the Union or the ILGWU Eastern States Health & Welfare Fund; to

post a cash or security bond equal to three (3) months of benefit fund per capita payments due (based upon the employer's prior per capita obligation experience); in addition to paying past amounts due, default fees due and current per capita amounts due.

6. Should an employer report to the benefit funds that an otherwise eligible covered worker has not worked the requisite hours in a current month such that the Employer has not made a per capita payment on behalf of that eligible covered worker; the benefit funds shall notify said eligible covered worker by regular mail that the worker's benefits have been terminated. Should the worker dispute the termination of benefits due to a dispute as to the number of hours worked in any given month, then the worker's benefits will be suspended pending an investigation by the union or a benefit fund representative. An eligible covered worker's benefits which have been terminated will only be restored after payment has been received by the benefit funds for the month(s) in question and any subsequent months.

7. An Employer who manufactures garments or items, for any jobber, manufacturer, person, firm, or corporation which is not in contractual relations with Local 10 and Local 23-25 or Local 23-25 or with another affiliate of International, (eg., is a non-contributing jobber or manufacturer regardless of existing contractual relationships to UNITE or an affiliate thereof) or against which International or any affiliate thereof, Local 10 or

Local 23-25 has declared a strike, or who is not otherwise required, under a collective agreement with International or another affiliate thereof in another industry, to make payments to a collectively bargained health and welfare fund in such other industry and to the other benefit funds named herein, shall pay monthly to Local 23-25 for and on behalf of the benefit funds for its eligible covered workers the required per capita benefit fund payment.

8. No worker shall be required by an Employer to make any contribution whatsoever to the benefit funds. Workers shall only be responsible to pay the monthly Co-pay, if any, that is required to be paid by the ILGWU Eastern States Health & Welfare Fund from time to time for the coverage elected by the eligible covered worker.

9. (a) Each Employer shall remit payments to Local 23-25 for and on behalf of each of the benefit funds not later than the 10th of each month for all monies due to the benefit funds for the calendar month immediately preceding.

(b) Together with such payments, the Employer shall remit a statement setting forth the names and addresses of each jobber, manufacturer, contractor, person, firm or corporation for whom the employer performed production (whether Union or non-contributing) and the gross amounts actually received by the employer from each of them and the dates on which the monies received were deposited into the employer's regular business

account. The Employer shall also provide with the above described statement a copy of each jobber's check that has been deposited into the Employer's regular business account.

10.(a) The Employer shall submit quarterly a copy of its WT-4-B (or its equivalent) on or before the expiration of 30 days after the end of each calendar quarter.

(b) Should the Employer fail to remit such reports or payments to Local 23-25 by the 20th of each month for the calendar month immediately preceding, it shall be deemed in non-compliance with this Agreement after Local 23-25 has given the Association ten (10) days' written notice of the Employer's default and the report or payment from such member has not been received by Local 23-25 within ten (10) days of that written notice. Local 23-25 shall also have the right to proceed against such member directly before the Impartial Chairman (a) for an award directing the Employer to remit its reports, and (b) for an award directing the Employer to pay all the amounts due, including interest, default fees, legal fees incurred and the per capita due. In exceptional cases, the Association may, within ten (10) days of its member's default, apply to the Impartial Chairman for a hearing and if the Impartial Chairman finds there are justifiable reasons thereafter he may order such hearing, but the hearing must be held and the Impartial Chairman's decision must be rendered within the aforementioned ten (10) days.

(c) If the required payments of employee benefit fund contributions due under this article are not actually received by Local 23-25 as such contributions are required to be paid, then Local 23-25, on behalf of the benefit funds, shall be entitled to collect, and the delinquent Employer shall be liable to pay interest at the annual rate of nine (9%) percent on the unpaid balance of said contributions chargeable from the first day employee benefit fund contributions were due to be paid under this Article.

11. Each Employer shall supply, furnish and make available to Local 23-25 and/or Local 10 at all times for examination any and all records or other information which Local 23-25 and/or Local 10 deems necessary.

12. The aforementioned per capita payments made by the Employer to Local 23-25 on behalf of the benefit funds shall be allocated and paid over as follows:

(a) To the ILGWU Eastern States Health and Welfare Fund

A sum equivalent to \$95.00 for each eligible covered worker.

(b) To the Health and Vacation Fund of Local 10

On payroll, a sum equivalent to 24.375% of the weekly payroll paid to a Local 10 marker, grader or cutter.

(c) To the Retirement Fund

The sum of \$20.00.

The sum paid to Local 23-25 on behalf of and allocated by it to the various funds referred to above shall be subject to a reasonable administration fee.

13. The benefits paid by each benefit fund shall not constitute or be deemed wages.

14. Local 23-25 shall be the proper party in interest to enforce the requirement that remittances or reports be forwarded and payments of amounts due from any defaulting Employer and such remedy shall be in addition to any other rights which Local 23-25 or Local 10 and Local 23-25 may have under this Agreement against such defaulting Employer.

15. The Board of Trustees or other body administering any of the benefit funds, except the I.L.G.W.U. National Retirement Fund, is hereby authorized and empowered, in its sole discretion and upon such basis as it deems desirable, to transfer or mingle the assets of or to merge said Fund with any other fund or funds now existing or hereafter established and provided in a collective agreement with the Union of Needletrades, Industrial and Textile Employees or an affiliate thereof. In the event of such mingling, transfer or merger, the amounts here-in-above provided to be allocated towards the respective funds shall thereafter be paid over to the fund or funds with which there has been such mingling, transfer or merger.

16. Except as provided in paragraph 15 of this **ARTICLE EIGHT**, the monies of each benefit fund shall be kept separate and apart from all other monies.

17. Periodic audits of each benefit fund shall be made by accountants designated by the Board of Trustees. A statement of the results of each audit shall be made available for inspection by interested persons and the principal office of each benefit fund and at such other places as may be designated by its Board of Trustees.

18. Each benefit fund shall be maintained in accordance with its by-laws and/or rules and regulations.

19. The by-laws and/or rules and regulations of each benefit fund shall be a continuing fund and provide the methods of its operations if payments for or on its behalf are discontinued.

20. Only the assets of the respective benefit funds shall be available for the payments of benefits payable by that fund and only to the extent that such fund is solvent and able to make payments.

21. No benefit or monies payable from any of the benefit funds shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishee, encumbrance, or charge and any attempt to so anticipate, alienate, sell, transfer, or otherwise assign, pledge, garnishee, encumber or

charge any benefit fund shall be void. Nor shall any benefits be subject to or payable for the debts, contracts, liabilities or torts of any person entitled to receive such benefits.

Approval of an application for benefits by each fund constitutes an agreement between the covered worker and the fund that upon notice to each fund of any assignment, transfer, pledge, encumbrance, charge or loan against any benefits by such covered worker, or upon the issuance of any attachment, garnishee, or any other order or process of any court by which benefits payable by each fund to such covered worker shall be sought to be taken, in whole or part, all rights of such covered worker to any and all benefits accrued, or wherever payable, shall forthwith cease and terminate until the notice of assignment, transfer, pledge, encumbrance, charge or loan against his benefits has been canceled, or the attachment, garnishee, or other order or process of the court has been fully discharged.

22. The benefit funds shall have no power to anticipate or advance the payment of any benefits to any covered worker.

23. None of the corpus or income of any benefit shall revert to the Association or to any Employer or firm, or Association of employers or firms, or to Local 10 and Local 23-25 or International or its affiliates.

24. No liability whatsoever shall attach hereunder to Local 10 or to Local 23-25, or to International, or to the Board of Trustees of the benefit funds, nor to any of the officers,

agents, or representatives of any of the foregoing by reason of the alleged obligation arising out of or in connection with any of the benefit funds.

25. No liability whatsoever shall attach hereunder to any association under collective agreement or Employer under independent agreement with Local 10 and Local 23-25 or with Local 23-25, nor to any officers, agents, representatives of any of them by reason of any alleged obligation arising out of or in connection with any of the benefit funds, except that members of such Association and independent employers shall be obligated to make payments regularly to Local 23-25 in the amount set forth here-in-above.

26. Only to the extent permitted by law, (i) neither the Board of Trustees of any of the benefit funds, its officers or members, nor any of the Committees thereof, its officers or members, shall be liable for any error of judgement or for any act of omission or commission in the performance of their duties in connection with the administration of any of the respective benefit funds or by reason of any fact or circumstance arising out of the premises, except for their own intentional default or wilful misconduct if the same constitutes a wilful breach of trust, and (ii) the officers and members of the Board of Trustees and of the Committees of the respective benefit funds shall be indemnified by the benefit fund which they serve for any loss, damage, liability or expense which they may sustain by reason of

their services for or on behalf of such benefit fund provided the same did not result from and was not occasioned by their own intentional default or wilful misconduct of the same constitutes a wilful breach of trust.

ILGWU Eastern States Health and Welfare Fund

27. This Fund was established prior to January 1, 1946 and is hereby continued during the term of this Agreement.

28. All monies allocated and paid over to the I.L.G.W.U. Eastern States Health and Welfare Fund and all income and accumulations derived therefrom are hereby constituted an irrevocable trust.

29. Monies of the Fund shall be used pursuant to law for the following purposes:

(a) To provide eligible bargaining unit workers (except markers, graders, and cutters), who are within the geographical shop jurisdiction of Local 23-25, disability benefits, medical, surgical, hospital and post-hospital benefits, pharmaceutical, eyeglass benefits, life insurance benefits and payment therefore, 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.

(b) To provide such or other services, care and benefit for and on behalf of such workers, the 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 make payments on a per capita or other basis to Unity House (or other similar facility) to enable it to provide vacation facilities to workers who are covered by the Fund;

(e) To contribute towards the maintenance and support of hospitals, sanatoria, centers, clinics, (including the Union Sanitorium Association, Inc., etc. which service workers covered by the Fund without charge or give them priority in treatment; or to provide health seminars for workers covered by the Fund without charge.

(f) 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;

(g) To set aside sufficient reserves for ensuing years;

(h) To invest reserves; and

(i) To pay operating and administrative expenses of the Fund.

30. The Fund shall continue to be maintained and administered by representatives of Local 23-25 or other related UNITE affiliates through a Board of Trustees selected by Local

23-25 or representatives of other related UNITE 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 and contributions toward vacation benefits which workers who are eligible therefor and the services, care and benefits which eligible workers, their spouses, and their minor dependents shall be entitled to receive, and to pay the same.

31. 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 or regulations and shall be deemed incorporated herein by reference and made a part hereof.

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 which may be necessary or incidental to the proper operation, administration and maintenance of the

Fund to fully effectuate its purposes.

32. 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 10 and Local 23-25, or by Local 23-25, new agreements are entered into providing for payments by Employers to Local 23-25 intended for the Fund, Board of Trustees shall continue to effectuate the purposes of the Fund and shall continue to accept application 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 23-25 intended for the Fund, the Board of Trustees shall make adequate provision to continue, out of the monies in the Fund, to pay benefits in conformity with the rules and regulations of the Fund then in effect or any amendments which 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.

Health And Vacation of Local 10

33. The parties hereto on behalf of themselves and their members hereby acknowledge that the Health and Vacation Fund of Local 10 was established prior to January 1, 1946 for the purpose of providing health and welfare benefits and contributions towards vacation benefits and other benefits not inconsistent with law applicable to health and welfare funds to markers, graders, and cutters, and to pay the operating and administrative expenses of that Fund.

34. The above Fund is an irrevocable trust.

35. The monies allocated and paid over by Local 23-25 to each of the above Funds shall be used by such Fund for the above purposes as set forth in their respective by-laws, rules and regulations.

36. The Health and Vacation Fund of Local 10 is administered by the Amalgamated Ladies' Garment Cutters' Union, Local 10, UNITE through a Board of Trustees selected by its Executive Board.

37. The Board of Trustees has adopted rules and regulations that include the detailed basis upon which benefit payments will be made to eligible workers entitled thereto and their minor dependents. The by-laws and/or rules and regulations of the Fund are incorporated herein by reference and are made a part hereof and the parties hereto agree to be bound thereby.

38. The Board of Trustees of the aforesaid Fund shall have the power to modify, from time to time, its by-laws and/or rules and regulations, including the detailed basis upon which payments are made to eligible workers entitled to benefits therefrom and their dependents. The parties hereto agree to be bound thereby and such modifications, when adopted, shall be deemed incorporated herein by reference and become a part hereof.

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

Retirement Fund

39. The parties hereto on behalf of themselves and their members hereby acknowledge that there has been heretofore established the Retirement Fund which constitutes an irrevocable trust.

40. The monies allocated and paid over by Local 23-25 to the Retirement Fund shall not be used for any purpose other than to provide benefits to workers on their retirement or to their beneficiaries on the death of such workers and to pay the operating and administrative expenses of the Fund.

41. The Retirement Fund is administered by a Board of Trustees composed of Union representatives and an equal number of representatives of Employer contributors to the Fund. The Board of Trustees of the Fund has adopted by-laws, rules and regulations that include the detailed basis upon which payments from the Fund will be made to eligible workers entitled to benefits therefrom. These by-laws, and rules and regulations are incorporated herein by reference and made a part hereof, and the parties hereto agree to be bound thereby.

42. The by-laws and rules and regulations of the Fund provide that in the event the Board of Trustees shall be deadlocked on any issue or matter arising in connection with such Fund, the same shall be decided by a neutral person and his decision shall be final and binding.

43. The parties hereto ratify, confirm and approve the composition and the membership of the Board of Trustees as now constituted, and the composition and membership of the Board of Trustees as hereafter constituted under said by-laws and rules and regulations of the aforesaid Funds.

44. The Board of Trustees of the aforesaid fund shall have the power to modify, from time to time, such by-laws and rules and regulations, including the detailed basis upon which payments from the Fund are made to eligible workers entitled to benefits therefrom. The parties hereto agree to be bound thereby and such modifications, when adopted, shall be

deemed incorporated herein by reference and become a part hereof.

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

Rights In, To and Against Funds

45. No Employer shall have the right, title, interest or claim, legal or equitable, in or to any sum paid by it or by any other Employer to any of the aforesaid Funds themselves or to any of the monies thereof.

46. No individual worker shall have any right, title, interest or claim, legal or equitable, against his Employer or in to his Employer's or any other employer's payments to the aforesaid funds or against Local 10, Local 23-25, International, or any Employer or any Association of Employer's.

47. An applicant for benefits from any of the aforesaid Funds shall be deemed to be bound by all of the rules and regulations of the Funds existing at the time of his application and he shall have no interest, legal or equitable that may have been in effect prior to the filing of his application. No rights shall accrue, in any event, unless and until the worker's

application for benefits has been approved in which case the rights of such worker shall be limited to those specifically awarded by each of the aforesaid Funds.

ARTICLE NINTH: EFFICIENCY - NEW MACHINERY

(a) The member of the Association shall operate its shop at all times in an efficient and well-ordered manner; machinery and equipment shall be maintained in good working condition; the premises shall be kept clean, properly lighted, well ventilated, and adequate working room shall be provided for the workers so as to enable the workers to devote their full time exclusively to the work of their craft and maximize earning opportunities.

(b) The member of the Association agrees to maintain its shop at the level of efficiency which meets the requirements of the above provisions and workers agree to perform their work conscientiously and efficiently.

(c) It is agreed that prior to the introduction of any new machinery, attachments, or equipment the member of the Association shall consult with the Union. No machinery, attachments, or equipment shall be introduced if such introduction would result in termination of workers, loss of earning capacity, or would otherwise adversely affect workers. Any dispute hereunder shall be adjusted in the same manner as any other dispute under this agreement.

**ARTICLE TENTH: NO REDUCTION IN COMPENSATION
AND NO DUAL SYSTEM OF WORK**

(a) Compensation for employment now in excess of the minimum wages set forth herein shall not be reduced notwithstanding the fact that the hours of work in such employment may be reduced, and prices for piece work shall be adjusted accordingly.

(b) There shall be no dual system of work, which means piece and week work, in the same branch of work in any shop.

ARTICLE ELEVENTH: NO HOMEWORK ALLOWED

No homework in connection with any work on garments or any parts thereof shall be allowed by any employer and no work shall be done or permitted by the employer to be performed in connection with garments or parts thereof in tenement houses, basements or in any unsanitary or unsafe building.

ARTICLE TWELFTH: NO EMPLOYMENT OF MINORS

No member of the Association shall employ children or adolescents where such employment is prohibited by an applicable federal or state law or regulation.

ARTICLE THIRTEENTH: NO WORK BY EMPLOYER OR FOREMAN

No employer or foreman shall do any work in any of the crafts enumerated in ARTICLE "SIXTH" hereof.

ARTICLE FOURTEENTH: SHOP CHAIRPERSON'S DUTIES

There shall be at all times in the shop of each member of the Association a Shop Chairperson designated by the Union from among the employees in the shop. The Shop Chairperson is to act

as representative of the employees (and not of the Union) for the purpose of adjusting complaints and grievances arising in the shop. All such complaints and grievances shall be taken up for adjustment in the first instance by the member of the Association and the Shop Chairperson, subject to the approval or disapproval of the Union. In the event that the matter shall not be adjusted, the same shall be settled in the manner hereinafter provided for the settlement of disputes.

ARTICLE FIFTEENTH: PIECE RATES

(a) There shall be in each shop a Price (Piece Rate Committee) Committee selected by the workers under the supervision of the Union and all piece work prices shall be settled by the member of the Association and the Price Committee in the presence of the shop Chairperson before work is started on the garments. Should the member of the Association and the Price Committee fail to agree, the matter shall be taken up for adjustment by representatives of the Union and the Association. Should such representatives fail to adjust the matter the same shall be submitted for final and binding arbitration in accordance with the procedure hereinafter provided. When piece rates are finally set or settled, such rate shall be retroactive to the inception of such work.

(b) Piece rates for each separate operation or section in each shop of a member of the Association shall be set to yield a

worker of average skill and ability on the specific operation or section as performed in the shop average straight-time hourly earnings of approximately thirty-three percent above the craft minimum.

The parties will work cooperatively to establish standards for the setting of piece rates using the good offices of available organizations including, but not limited to, T.C.Square, GDIC or CAF; and at the specific request of an Association, the Union will conduct engineering studies for the purpose of making recommendations on how to improve shop efficiency, modernization and competitiveness.

Workers shall not be required to work on garments on which piece rates have not been set or finally settled.

ARTICLE SIXTEENTH: UNAUTHORIZED STOPPAGE OR DISCHARGES

Neither the Shop Chairperson, nor any shop committee or 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 for the Union.

ARTICLE SEVENTEENTH: PAY DAY

(a) All wages, earnings, overtime, and holiday pay shall be paid on the day they were customarily paid, but no later than the Friday following the week in which they were earned. All workers shall be paid in full by payroll check for all work performed in

the prior week on the regularly scheduled payday. Payroll check stubs or a weekly statement provided with the payroll check shall state the total hours worked, including overtime hours, the hourly rate paid; and list all deductions made from gross pay. Members of the Association shall be responsible to reimburse a worker for all bank fees or penalties resulting from unpaid payroll checks returned by the bank for insufficient or uncollected funds. Supervisor training regarding shop standards will be offered at no cost to the employer for those members of the association who request it; but Supervisor training will be mandatory for all Employers against whom wage or other labor violations have been found.

(b) The member of the Association shall allow the workers to take time off for cashing the checks and comply with other relevant provisions of the New York State Labor Law.

**ARTICLE EIGHTEENTH: NO REDUCTION IN SETTLED PRICES
(PIECE RATES)**

There shall be no reduction of wages or reduction of adjusted prices (Piece Rates) during the term of this agreement.

ARTICLE NINETEENTH: LIABILITY FOR DAMAGE TO MATERIAL

No employer shall charge a worker for any damage to material, unless such damage was willfully caused or was the result of gross willful neglect.

ARTICLE TWENTIETH: SUPPLYING OF TOOLS

The employer shall furnish all tools incident to the work

without charge to the workers.

**ARTICLE TWENTY-FIRST: HOLIDAYS, PERSONAL DAY,
BEREAVEMENT PAY**

(a) All week workers and piece workers shall be paid for the following holidays: (i) New Year's Day, (ii) Washington's Birthday, (iii) Good Friday, (iv) Memorial Day, (v) Independence Day, (vi) Labor Day, (vii) Columbus Day, (viii) Election Day, (ix) Thanksgiving Day, (x) Day after Thanksgiving, (xi) Christmas Day, (xii) Chinese New Year or Martin Luther King Jr's Birthday, whichever holiday is designated for the shop in advance. All such holidays shall be observed.

Workers may also refrain from working one day each year on a national or ethnic holiday of their choice, but without pay.

(b) Each member of the Association shall be responsible for and guarantees the payment of full holiday pay for each of the said holidays to all bargaining unit week and piece workers employed by it on its premises irrespective of the day of the week on which the holiday falls and irrespective of whether there is work in the shop during the week in which the holiday occurs, and the workers shall receive payment therefor.

Each piece worker employed by a member of the Association shall receive as holiday pay quarterly payments equal to five (5%) percent of his/her earnings, exclusive of holiday pay, during the previous calendar quarter. Each such quarterly payment shall be deemed payment for three (3) holidays.

By way of example, holiday pay for the first quarter of a year shall be based on earnings during the prior fourth quarter of the previous year. Holiday pay for a newly hired worker not employed in the previous quarter shall be computed on the basis of his or her earnings during the quarter in which such worker was hired.

Holiday pay for each quarter shall be paid on or before the last pay day in the calendar quarter.

To be eligible for holiday pay in any particular quarter, a worker must have earned at least \$800.00 in the previous calendar quarter or, in the case of a newly hired worker, in the quarter in which he/she was hired.

Each member of the Association shall file with the National Greater Holiday Fund a copy of the quarterly rate wage report required by the State in which the member of the Association is located before the member files its claim for reimbursement from the Fund.

Each member of the Association shall maintain a separate distinct payroll account from which it pays holiday pay to its employees.

The Memorandum between the parties dated as of September 30, 1997 regarding the Local 23-25 New Holiday Pay System for Contractors is incorporated here by reference.

(c) A week worker's holiday pay shall be based on his regular weekly wages for a forty (40) hour week divided by five (5).

(d) Firms that refrain from working on Jewish holidays shall be entitled to work on the Saturday following the week in which such a holiday occurs. Such firms, however, must notify the Union and the Association in advance of their intention to work on Saturday as aforesaid.

(e) The Employers shall pay covered workers for holidays as follows:

(i) The holidays noted in Article Twenty-First (a) above shall be observed on the day of the week in which the holiday falls provided that should a holiday on a Saturday it shall be observed on the prior Friday and should a holiday fall on a Sunday it shall be observed on the following Monday.

(h) **BEREAVEMENT PAY**

(1) An employee who suffers the death of a member of his immediate family and who loses time from scheduled work shall be entitled to be paid by the Employer for up to three (3) such work days.

To be eligible for bereavement pay, an employee must:

(i) have been attached to the industry for six months prior to the date of death of the member of the immediate family;

(ii) have been scheduled to work on the above defined

bereavement days and except for the death, would otherwise have worked;

(iii) when requested, furnish proof to the employer of the death.

Bereavement pay for a piece worker shall be at the rate of \$67.00 for an operator and \$74.00 for a presser.

For the purposes of this Article, a member of the immediate family shall mean only the employee's legal spouse, natural or legally adopted child, natural or legally adopted mother and father, natural siblings, grandparent, grandchild, current mother or father-in-law.

ARTICLE TWENTY-SECOND: DISCHARGE

No worker shall be discharged without good and sufficient cause. Should there be any dispute regarding the discharge, including compensation for loss of earnings during the period of discharge, such matter shall be settled between the representatives of the Union and the Association or in accordance with the arbitration procedure hereinafter provided.

ARTICLE TWENTY-THIRD: NO DISCRIMINATION/GENDER

The Employer shall fully comply with all federal, state and local laws, as amended, that relate to employment discrimination or child labor.

In this Agreement the use of the masculine gender includes the feminine gender and vice versa.

ARTICLE TWENTY-FOURTH: ADDITIONAL WORKERS

(a) At the request of a member of the Association, the Union, as an accommodation but not an obligation, will assist in securing needed workers. If a member of the Association secures workers from any other source, it shall furnish the Union with the name and address and craft of such workers within three (3) days from the time of hiring.

(b) Any member of the Association that list job openings with an employment agency or similar service shall agree in advance with such agency or service to be responsible for any and all fees charged by that agency or service in connection with its services to the member of the Association or any worker covered by this Agreement that the member shall have hired.

ARTICLE TWENTY-FIFTH: TRIAL PERIOD

The first two (2) weeks of employment of newly hired workers shall be deemed their trial period. Thereafter, they shall be deemed regular employees. During the trial period, workers shall be entitled to all of the protections of this agreement, except against the discharge. The trial period may be extended for an additional two (2) weeks with the written consent of the Union and the affected worker.

ARTICLE TWENTY-SIXTH: LEAVE OF ABSENCE/VACATION

(a) (i) Upon request, a worker shall be granted a leave of absence without pay, not to exceed twenty-six (26) weeks (but subject to extension as may be mutually agreed upon by the parties) for justifiable cause. Such worker shall not lose any rights and shall be entitled to his or her regular job prior to such absence. A member of the Association shall provide written proof of the leave granted to the worker and Union.

(ii) A worker who fails to return on the expiration of his or her leave shall be deemed terminated.

(b) Each worker may take three (3) weeks time off for vacation each year during period mutually agreed upon by the member of the Association and the worker.

**ARTICLE TWENTY-SEVENTH: GREATER BLOUSE, SKIRT, UNDERGARMENT
ASSOCIATION, INC. INDUSTRY
TRUST FUND**

(a) The parties acknowledge that under 1985/1988 collective labor agreement between Local 23-25 and 10, UNITE and the Association provision was made for the establishment by said Association of a trust fund known as the Greater Blouse, Skirt, Undergarment Association, Inc. Industry Trust Fund for the purpose of funding the promotion of the Blouse Industry and other industry activities. The said collective labor agreement further provided that said Greater Blouse Industry Trust Fund shall be administered by a Board of Trustees composed only of employer

representatives who shall be designated by the Association and that said Board of Trustees shall, in its sole discretion, determine the manner in which the purposes of the Fund shall be implemented, the amounts to be expended in furtherance of such purposes, and all other matters involved in the administration of said Fund, and that said Board of Trustees shall have power to adopt by-laws, rules and regulations and to make all decisions thereunder and in connection with the administration of the Fund. The said collective labor agreement provides for payments to said Fund by the members of the Association in stipulated amounts.

(b) Whenever a member of the Association manufactures garments, whether or not such garments be covered by this agreement, for any person, firm or corporation against which UNITE or any other affiliate thereof or the Union has declared a strike or which is not in contractual relations with the Union or with UNITE or with an affiliate thereof, or which is not otherwise required to make payment to the Greater Blouse, Skirt, Undergarment Association, Inc. Industry Trust Fund, it shall pay monthly to the said Industry Trust Fund a sum equivalent to twenty-five (\$.25) cents per worker eligible for employee benefits under Article 8 hereof. This payment is included in, and is not in addition to, the payments required to be made by the Employer in Article 8 hereof.

(c) The members of the Association shall remit the contributions required to be made by them under this paragraph

not later than the fifteenth (15th) day of each month, each such monthly remittance to include all monies due to the said Industry Trust Fund for the immediately preceding calendar month. With each payment, the members of the Association shall file a report on forms prescribed by the said Industry Trust Fund.

(d) As a party to the collective agreement, the Union shall be a proper party in interest to enforce the payments provided for in this paragraph and may do so by arbitration proceedings before the Impartial Chairman designated under this agreement in the same manner as provided in this agreement for the arbitration of all claims and disputes.

ARTICLE TWENTY-EIGHTH: DIVISION OF WORK

(a) (i) In the event of lack of work, trial period workers, provisional replacements workers, and temporary cutters, markers and graders shall be laid off first.

(ii) Packers, shipping clerks, delivery and errand workers, sorters, porters, order pickers, piece goods handlers and workers employed in and about the cutting rooms (other than cutters, markers, and graders) shall be laid off in order of their seniority with the member of the Association, the junior worker being laid off first. As work becomes available, laid off workers shall be recalled to work in inverse order of their layoff before new employees are hired.

(b) (i) In all crafts other than the crafts enumerated in

subparagraph (a) (ii) above, the work available in the shop shall be divided as equally as possible among the workers in each branch of work. Equal division of work may include dividing the workers into groups which are alternately supplied with work.

(ii) If there is not a full week's work for all cutters in the shop, the work available shall be divided equally among them by the week.

(iii) The lead ironer shall not be entitled to more work than other ironers in the shop.

ARTICLE TWENTY-NINTH: NO INDIVIDUAL CONTRACTS

The members of the Association shall not enter into any individual contract with any worker in crafts intended to be covered by this agreement, nor shall they accept any security from such workers.

ARTICLE THIRTIETH: HEALTH, SAFETY AND SANITATION

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

(b) Employers retain exclusive responsibility to provide a safe and healthful 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.

(c) Toilets, washrooms, work and rest areas will be kept in

a clean condition and will be adequately lighted. The Employer will provide fresh drinking water.

(d) The Union and the Association may designate representatives to a joint Advisory Committee on Garment Industry Health, Safety and Sanitation, comprised of an equal number of Association and the Union representatives. The Committee may meet periodically. The Committee may in its discretion engage in, but is not limited to, the following activities:

(i) recommendations for the correction of unsafe or harmful conditions and practices, and

(ii) review and analysis of reports of industrial injury or illness, investigation of same, and recommendations for rules and procedures to prevent accidents and disease and for the promotion of the health, safety and sanitation of the workers.

(e) A worker may refuse to perform work which she reasonably believes would pose an immediate serious threat of injury or illness.

(f) Labor-Management Committee

The parties, recognizing the difficult economic conditions facing Greater Blouse members and the Union, and the need to improve conditions in the industry, agree to establish a high level, labor-management committee to devise practical and effective solutions to the industry problems facing contractors and their workers, and to promote increased employment in New

York City. The Committee shall be formed pursuant to LMRA, Section 302(C)(9), and endeavor to improve conditions in the industry and promote efficiency and job growth by appropriate, lawful means, and increase work opportunities for contractors, increase the amount of union-made apparel, and protect worker interests in the changing global economy. Greater Blouse and the Union will each contribute \$75,000.00 to initially fund the Committee.

The parties, recognizing the difficult economic conditions facing members of the Associations, the Union and Union members, and recognizing the need to reconfigure certain health, medical, pharmaceutical, optical, vacation and other benefits (the cost of which benefits members of the Association make contributions towards and which benefits are provided to eligible Union members by the ILGWU Eastern States Health and Welfare Fund) such that meaningful, yet affordable, health and welfare benefits are provided to Union members; agree to establish a high level, labor-management committee to study the issues and make recommendations to the parties regarding the availability of benefits, their costs to the Associations' members, the contribution rate to be put into effect and the contribution collection process. Once the Committee submits its recommendations to the parties, the Committee shall be dissolved. The Committee's recommendation shall be submitted to the parties not later than August 31, 2001 (or such other date as is mutually

agreed upon) at which time the Committee shall dissolve (whether or not recommendations have been submitted to the parties). If the parties agree on any of the recommendations of said Committee they shall be effectuated.

**ARTICLE THIRTY-FIRST: "SECONDARY" STRIKES,
STOPPAGES, BOYCOTTS**

(a) The parties agrees that the Union has a bona fide interest in the labor conditions existing in all shops manufacturing products made by the members of the Association and that a unity of interest exists between the members of UNITE regardless of the respective shops in which they are employed.

(b) The parties acknowledge that under the practice of the industry, the manufacturer or jobber causes work to be performed for it by, or obtain its product from, other concerns to whom it may or may not furnish or charge material. It is agreed that in the event of any labor dispute between UNITE or any of its affiliates on the one hand, and the manufacturer or jobber and such other concern are united in interest in the outcome thereof. It is distinctly understood and agreed that the members of the Association shall not have any claim against the Union for any alleged secondary strike, stoppage, or boycott, or for breach of contract based upon any alleged secondary strike, stoppage or boycott occurring in connection with such dispute.

**ARTICLE THIRTY-SECOND: STRUCK WORK - LABOR DISPUTE-
CROSSING PICKET LINES**

(a) No member of the Association shall in the integrated process of production, directly or indirectly, have any work performed by, perform any work for, or obtain any of its products from, any other concern during the pendency of a strike declared against that other concern by UNITE or any of its affiliates.

The performance of work for any employer during the pendency of a strike or labor dispute against such employer by UNITE or any of its affiliates, or during the pendency of a labor dispute between such employer and UNITE or any of its affiliates, shall not be deemed in the regular course of the workers' employment and the workers shall not be required to perform same and refusal to perform same shall not be deemed a breach of this agreement.

(b) To the extent permitted by law it shall not be considered a breach of this agreement on the part of the Union or on the part of any individual employee if any employee or group of employees refuse to cross any picket line recognized by the Union or to enter upon the picketed premises of a member of the Association either of their own volition or by direction of the Union nor shall such refusal be cause for discharge or discipline.

ARTICLE THIRTY-THIRD: INTEGRATED PRODUCTION - DAMAGES

For the purpose of stabilizing the conditions of employment with respect to garments covered by this agreement; to protect

the employment and work opportunities, job security and standards of all workers in all of the crafts covered by this agreement; to assure the elimination of substandard wages, long hours of work, irregularity of employment, inequality of treatment and other inferior standards; to secure equal conditions and standards of labor to and among all the workers in the industry, whether they work in inside shops or in the shops of contractors; and to achieve greater stability of employment through equitable distribution of work among such workers; and enforcing the provisions of this agreement, the Association and each member thereof agree:

(a) A member of the Association shall not subcontract any garments received by it for manufacture or send out any garments to be cut or manufactured for its jobber or manufacturer to any other contractor or manufacturer, or to any shop in which it has a proprietary interest, whether in its own name, or in any other name, or in the name of a partnership or under any corporate name, nor shall it purchase any garments from any jobber, manufacturer or other contractor without the written consent of the respective jobber or manufacturer and the Union.

(b) Each member of the Association shall, immediately upon the signing of this agreement, notify the union of the names of each and every jobber or manufacturer with which it is dealing and for which it is working and shall notify the Union of any changes as they occur.

(c) A member of the Association shall not send any unfinished garments to any jobber or manufacturer.

(d) In order to protect employment opportunities of the workers covered by this agreement, and to insure that there shall be no discrimination in the distribution of work against those working in inside shops of jobbers and manufacturers under collective agreement with the Union, and those working in the shops of contractors, a member of the Association shall not decrease the number of machines in its factory without the consent of the Association and the Union.

(e) Whenever it shall appear that a member of the Association deals with or receives from, or manufactures garments for, a jobber or manufacturer which is not in contractual relations with the Union or with UNITE or an affiliate thereof, or for a "struck" jobber or manufacturer, or sends piece goods to the cutting contractor, it shall immediately stop or cause all work to be stopped thereon whether the garments are in the process of manufacture or being cut or otherwise.

(f) Should a member of the Association be found giving work to or dealing with a sub-contractor, or performing work for a jobber or manufacturer which is not in contractual relations with the Union or with UNITE or an affiliate thereof, or for a "struck" jobber or manufacturer, or sending piece goods to be cut to a cutting contractor, such a member of the Association shall pay to the Union an amount of damages measured as follows:

(i) An amount sufficient to remunerate all the workers in the crafts covered by this agreement, employed by the member of the Association, who have sustained wage losses by reason of ~~such violation; and~~

(ii) An amount equal to the contributions payable to employee benefit funds lost by reason of such violation; and

(iii) An amount sufficient to remunerate the Union for the damages suffered by it as an institution by reason of such violation; and

(iv) An amount equal to the Union's cost of investigation and prosecution of such violation; and

(v) An amount equal to any advantage gained by the member of the Association from such violation.

In the event of the liability of the Association and the Union to agree upon the amount of damages, the same shall be determined by the Impartial Chairman.

(g) All damages hereunder shall be paid to the Union and shall become its sole and exclusive property and part of its general funds, except for such portion thereof expressly stated to be remuneration to the workers who have sustained damages by reason of any violation hereof.

(h) In addition to being required to pay the amounts herein specified, a member of the Association found twice to have violated the provisions of this paragraph, shall automatically lose all rights and privileges under this agreement to the extent

of giving the Union the right to take such action as it may deem necessary, including the right to strike against such member of the Association.

ARTICLE THIRTY-FOURTH: EMPLOYER'S RESPONSIBILITY FOR PAYMENT OF WAGES, EARNINGS, OVERTIME AND HOLIDAY PAY

(a) Each member of the Association shall be responsible to the workers attached to its shop for the payment of their wages, earnings, overtime, bereavement, personal day and holiday pay.

(b) Where it shall be established that there has been an underpayment made by a member of the Association to its workers of their wages and earnings, overtime pay, bereavement, personal and holiday pay, the amount of such underpayment shall be paid by the member of the Association to the Union on behalf of the workers so underpaid.

(c) If such underpayment shall have been deliberate or the result of any collusive arrangement, the member of the Association shall, in addition to the foregoing, shall be subject to such additional liquidated damages as may be agreed upon between the Association and the Union or, upon their failure to agree, as may be determined by the Impartial Chairman.

ARTICLE THIRTY-FIFTH: CUTTING

(a) A member of the Association which is a sewing contractor shall not:

(i) Maintain a cutting department, which is not on its

own premises, unless otherwise agreed to in writing by the Union.

(ii) Cut more garments than can be manufactured on its own premises for its jobber or manufacturer.

(iii) Send any piece goods to any other sewing contractor or to any cutting contractor to be cut.

(b) A member of the Association may engage exclusively in the business of cutting garments ("cutting contractors"), for jobbers and manufacturers (but not for sewing or cutting contractors), only upon compliance with each of the following conditions:

(i) It shall comply with the requirements of subparagraphs "(i)" and "(iii)" of subdivision "(a)" above.

(ii) It shall, upon receiving uncut goods from jobbers or manufacturers, furnish the Union with a written statement setting forth the following information:

(1) The names and locations of the jobbers and manufacturers from whom the uncut goods were received.

(2) The quantity and style numbers of garments that are cut from such uncut goods.

(iii) It shall not make tracers or markers or receive tracers or markers from jobbers or manufacturers without the prior written consent of the Union. The member of the Association may use photo-marking machines, but only on its own premises and photocopies of markers shall not be made except by

own premises, unless otherwise agreed to in writing by the Union.

(ii) Cut more garments than can be manufactured on its own premises for its jobber or manufacturer.

(iii) Send any piece goods to any other sewing contractor or to any cutting contractor to be cut.

(b) A member of the Association may engage exclusively in the business of cutting garments ("cutting contractors"), for jobbers and manufacturers (but not for sewing or cutting contractors), only upon compliance with each of the following conditions:

(i) It shall comply with the requirements of subparagraphs "(i)" and "(iii)" of subdivision "(a)" above.

(ii) It shall, upon receiving uncut goods from jobbers or manufacturers, furnish the Union with a written statement setting forth the following information:

(1) The names and locations of the jobbers and manufacturers from whom the uncut goods were received.

(2) The quantity and style numbers of garments that are cut from such uncut goods.

(iii) It shall not make tracers or markers or receive tracers or markers from jobbers or manufacturers without the prior written consent of the Union. The member of the Association may use photo-marking machines, but only on its own premises and photocopies of markers shall not be made except by

cutters covered by this agreement and who are members of Local 10.

(c) Temporary cutters, markers and graders may be employed, but not longer than three (3) months in any 12 month period. Such temporary employment may be extended for an additional 3 month period, upon the consent of the Union. The Union's consent shall not be unreasonably withheld. Upon the date of hire of a new Cutter, Marker or Grader, the Employer shall give the Union and the worker written notice that the job is temporary.

Any temporary Cutter, Marker or Grader employed beyond the permissible periods shall thereupon become permanent.

ARTICLE THIRTY-SIXTH: ACCESSORIES AND EMBROIDERIES

Members of the Association who cause to be manufactured as a part of the integrated process of production belts, covered buttons, buckles, neckwear, artificial flowers, bias binding, tubular piping, shoulder pads, all embroideries, hemstitching, pleating and tucking or other accessories on garments or the sewing of any parts thereof, or purchase it from such firms as are under contractual relations with a local union of UNITE, and at the request of the Union shall discontinue dealing with any firm which is not under contractual relations with a local union of UNITE.

**ARTICLE THIRTY-SEVENTH: EXAMINATION OF BOOKS AND RECORDS;
ACCESS TO SHOP; FALSIFICATION;
TIME CLOCKS**

(a) Each member of the Association shall maintain during the entire term of this agreement, a full and complete set of books and records in accordance with regularly accepted accounting practices. Such books and records shall include, but shall not be limited to, the following: The names of all the workers covered by this agreement employed by it, their social security numbers, their crafts, their sex, their straight-time and overtime pay each week (before deductions for taxes), the number of straight-time and overtime hours worked in each week; the amount of holiday pay or paid leave paid to each covered worker; piece work calculation records, which shall include the number of pieces completed, the piece rates paid, the add-on percentages and the style numbers of the garments worked on; the names and address of all its jobbers and manufacturers; the number of garments manufactured by the member of the Association for each jobber and manufacturer; the amount of money received by it from each jobber and manufacturer and the date of each such payment; all contractors' bills; all trucking bills; name and address of each bank in which the member of the Association is a depositor; and all its bank statements and canceled checks.

(b) On request of the Union, each member of the Association shall permit a duly authorized agent of the Union to have access

to the place of business of the member of the Association at all reasonable times for the purpose of investigating the conditions in the shop, and shall promptly submit to the Union for examination such books and records as the Union deems pertinent in order to ascertain whether the provisions of this agreement are being complied with. Such examination may be made by an accountant or any other designated representative of the Union. In the case of an investigation, the member of the Association may have a representative of the Association take part in such investigation, provided the investigation is not thereby unreasonably delayed.

(c) Should it appear to the satisfaction of the Impartial Chairman that the records of a member of the Association have been falsified in order to conceal dealings with a non-Union jobber, or a jobber which has not designated it, or a cutting contractor, or a "struck" shop; or in order to conceal other violations of this agreement, such member of the Association shall be deemed to be in violation of this agreement.

(d) Should a member of the Association refuse to produce books and records that representative of the Union and the Association agree should be produced, or that are directed to be produced by the Impartial Chairman, such refusal shall be deemed an admission of any violation of the agreement charged against it by the Union, and the member of the Association shall be liable for the damages, including liquidated damages, and

other relief requested by the Union in its complaint. In such event, the Union shall also have the right to strike the member of the Association notwithstanding any provision to the contrary of this agreement.

(e) Each member of the Association shall have and maintain a time clock on its premises and provide time cards weekly to each of its employees covered by this agreement. Each such employee shall punch his time card before starting work, at the beginning and at the end of the lunch period, and at the completion of work each day.

ARTICLE THIRTY-EIGHTH: STRIKES, STOPPAGES, LOCKOUTS

(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 in cases where wages, earnings, overtime benefit fund contributions or holiday pay are not paid to workers on their due date, or where a joint decision of the managers of the Union and of the Association, respectively, or their deputies or a decision of the Impartial Chairman, has not been complied with within twenty-four (24) hour after rendition.

(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 in good faith to do the following:

Within twenty-four (24) hours after receipt of said notice, to post on the front door of the member of the Association or on another place designated by it, 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 member of the Association to the Union that the action referred to in the preceding paragraph has not brought about a termination of the strike or work stoppage, addressed to him or her at his or her last known address (which address shall be furnished by the member of the Association), the following notice signed by the Union, which may also be posted by the member of the Association within the shop or factory affected thereby:

Date_____

" To all members of Local 23-25
and /or Local 10, UNITE

You are advised that a work stoppage is in
progress at_____ .
This action is unauthorized by Local
23-25 and/or Local 10.

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

Compliance by the Union with the foregoing provisions shall be deemed full compliance with its obligation hereunder and the Union shall have no further obligation to the member of the Association under this ARTICLE "THIRTY-EIGHTH" or any other provision of this agreement.

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

(c) Notwithstanding the foregoing, the Association recognizes the right of workers covered by this agreement to stop work for any member of the Association during the continuance of any labor dispute with, or strike or stoppage (not in violation of contract) declared by UNITE or any affiliate thereof, at any shop of any firm which is directly or indirectly affiliated with the member of the Association. The Impartial Chairman shall have

the right to determine whether any such firm is affiliated with the member of the Association. In determining whether any such affiliation exists, the Impartial Chairman shall be guided by the proof of the facts tending to establish any mutuality or reciprocity of interests, including whether such member of the Association has a substantial financial interest in such other firm.

(d) Should a member of the Association cause a lockout in its shop or factory, notice thereof shall be given by the Union to the Association. The Association obligates itself, within twenty-four (24) hours after the receipt of such notice, to terminate the lockout and to cause its member to re-employ the workers, and until the expiration of such time, it shall not be deemed that the member of the Association has forfeited its rights under this agreement. In the event of a substantial violation of this ARTICLE "THIRTY-EIGHTH" on the part of the Association, the Union shall have the option to terminate this agreement. The existence or nonexistence of such substantial violation shall be determined by the Impartial Chairman on all of the facts and circumstances.

ARTICLE THIRTY NINTH: INDIVIDUAL LIABILITY - EMPLOYERS

(a) All members of the Association at the time of the execution of this agreement and persons, firms and corporations becoming members thereof subsequent to the execution of this

agreement, shall be and continue to remain personally and individually liable under this agreement during the term thereof, irrespective of whether said member shall cease to be a member of the Association prior to the date set for the expiration of said agreement, and its liability shall be deemed to have survived the termination of such membership and remain in full force and effect as if this agreement had been signed individually by it.

(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 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 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 Association member, and such former Association member shall have no right to representation by the Association in the adjustment thereof. Should the former Association member and the Union fail to adjust any such matter, same shall be submitted to arbitration for final determination before the person acting as Impartial Chairman pursuant to the provisions of Article "FORTY-SIXTH". Such former member of the Association may be required by the Union to post with the Union a bond surety in an amount determined by the Union, which shall be reasonably computed to

secure full payment of such member's proportionate share of the Impartial Chairman's compensation and the full performance of its other obligations under this agreement.

The provisions of subdivision "(e)" of ARTICLE "FORTY-SIXTH" shall apply as well with respect to all complaints, disputes, controversies, claims and grievances between the Union or any of the workers covered by this agreement and such former Association member.

(ii) Such former Association member shall not be entitled to have a representative of the Association accompany Union representatives upon their visits to the shop of such former Association member for the purpose of investigation or examination of books and records.

(iii) In cases of dispute, pending the decision of the Impartial Chairman, 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.

ARTICLE FORTIETH: NEW ASSOCIATION MEMBERS

(a) Before admitting a new member to membership, which membership includes contract coverage with the Union, the

Association shall inform the Union in writing of the application for membership, including, in the case of a corporation, the names and residence addresses of the officers, directors and major stockholders of the corporation. In the case of unincorporated businesses, the Association shall supply the names and residence addresses of the individuals or firms who have an interest in the business.

(b) If a strike or dispute exists at the time of application for such membership, involving the applicant and the Union, or UNITE or any affiliate thereof, the Union shall inform the Association in writing within twenty (20) working days after the receipt of such notice. In such event, the Association shall not admit such applicant to membership until the Union informs the Association that the strike or dispute is settled. A dispute includes questions of *alter ego* or successorship to prior firms; wage or benefit fund contribution issues related to former or prior entities either located on the same premises as the applicant or owned by individuals related to former or prior entities that closed owing wages or benefit fund contributions.

(c) After an applicant is admitted to membership in the Association, this agreement shall supersede any individual agreement it may have with UNITE or any affiliate thereof, or with the Union, but in no event shall this requirement operate

to lower wages or standards presently in force in applicant's shop.

**ARTICLE FORTY-FIRST: MEMBERS' AUTHORIZATION; AFFILIATES
AND SUBSIDIARIES; AGREEMENT
BINDING ON SUCCESSORS AND ASSIGNS**

(a) At the option of the Union, each member of the Association shall acknowledge in writing that it had authorized the Association to enter into this agreement and that it is bound by this agreement with the same force and effect as if it individually entered into it.

(b) (i) Subsidiary and affiliated firms or corporations of a member of the Association shall, for the purpose of this agreement, be deemed to be members of the Association and bound by all the terms of this agreement. In addition, each member of the Association shall be liable for any violation of this agreement by its subsidiary or affiliate.

(ii) The Impartial Chairman shall have the right to determine whether any firm or corporation is a subsidiary or affiliate of a member of the Association, and shall be guided by proof of facts tending to establish any direct or indirect connection or interest between them, or tending to establish a plan, scheme, or device by a member of the Association to avoid or evade the provisions of this agreement by or through such subsidiary or affiliate, directly or indirectly.

(c) All of the terms and provisions of this agreement shall be binding upon each member of the Association and upon its successors and assigns. A member of the Association shall not sell or transfer its business, its shop or shops, or its principal assets, nor shall it merge, consolidate or enter into partnership with another, unless the acquiring concern, in the case of a sale or transfer, or the continuing concern, in the case of a consolidation or merger, or the partnership is, or expressly agrees in writing to be, fully bound by the terms and provisions of this agreement and assumes all accrued obligations of such member of the Association under this agreement to the Union and the employees.

Upon occurrence of any of the foregoing events resulting in the layoff of any employees covered by this agreement, such employees shall be given preference in employment by the acquiring or continuing concern over all others except those then in its employ.

**ARTICLE FORTY-SECOND: CONTINUING LIABILITY IN CASE OF
DISCONTINUANCE OF BUSINESS OR PARTNERSHIP**

(a) Should a member of the Association (in the event that the firm is individually owned) discontinue the business now being conducted by it, it shall continue to be bound by this agreement, it shall be bound by all of the terms and provisions of this agreement during the entire balance of the term hereof.

(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 this agreement. A change in the firm's name shall in no way affect the duties, obligations and liabilities of the partners under the terms of this agreement.

(c) In order to protect and preserve the rights of employees of contractors who manufacture all or part of the Employer's garments, or who manufacture all or part of the garments of the Employer's purchaser or transferee, or who manufacture all or part of the garments of a company, firm or partnership with which the Employer has merged or consolidated, in each case as part of the integrated process of production:

(1) The Employer shall continue to be liable for the complete performance of this Agreement until and unless said purchaser or transferee expressly acknowledges in writing that it is fully bound by the terms of this Agreement; and

(2) The company, firm, or partnership with which the merger, consolidation or partnership has taken place shall be fully bound by this Agreement and shall be deemed to have assumed all accrued obligations of the Employer under this Agreement.

ARTICLE FORTY-THIRD: INTEREST OF MEMBER IN OTHER FIRMS

It is agreed that if during the period of this agreement any principal of a member of the Association shall become engaged or interested, either directly or indirectly, in any other firm or corporation (either individually, or as a partner, officer, director, or substantial stockholder) engaged in the ladies' apparel industry, then said principal shall be bound by the terms of this agreement for the duration thereof, so that if such other firm or corporation shall not be under contract with the Union for the balance of the term hereof, but shall operate contrary to any of the provisions of this agreement, then said principal shall be liable for damages and the Union shall be entitled to such other relief as the Impartial Chairman may award in the same manner as if he, as the owner of such other firm or corporation upon terms identical to those herein contained and such contract was being violated by him. 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.

The term "Principal" shall be understood to mean any officer, director or major stockholder of a corporate member of the Association, any partner of partnership member of the

Association, and the owner of any individually owned member of the Association.

ARTICLE FORTY-FOURTH: COST OF LIVING CHANGES

1. Should the cost of living, as reflected in the U.S. Consumer Price Index for the period May, 2001 through November, 2002, increase 8-1/2%, the regular hourly wages of all piece and week workers shall be increased ten (10¢) cents per hour. Additional hourly increases of five (5¢) cents per hour shall be paid for each additional increase in the cost of living of ½ of 1%. Cost of living increases payable under this provision shall not exceed twenty-five (25¢) cents per hour. Rises in the Consumer Price Index under this Article FORTY-FOURTH shall be measured over an eighteen (18) month period, as set forth above, by utilizing the Consumer Price Indices for Urban Wage Earners and Clerical Workers, U.S. Cities Average, printed and released in the months of June, 2001 and December, 2002.

2. Wage increases due hereunder shall be effective the first Monday in January, 2003.

ARTICLE FORTY-FIFTH: UNION LABEL

Each member of the Association shall affix a reproduction of the UNITE Union Label in a prominent location to each garment and to each part of an ensemble (if such parts are made in different shops) manufactured or distributed by or for it in accordance with the rules and regulations and procedures promulgated by

UNITE which together with any amendments thereof, shall be deemed incorporated in this Agreement with the same force and effect as if fully set forth herein.

Such reproduction of the Union label shall be obtained only from the Union, and from no other source. Each member of the Association, for itself, shall pay the cost in connection with the labels used by it, except for the actual sewing thereof.

**ARTICLE FORTY-SIXTH: SETTLEMENT OF DISPUTES;
REMEDIES FOR VIOLATIONS**

(a) Any and all disputes, complaints, controversies, claims and grievances arising under, out of or in connection with, or in any manner related to this agreement, between the Association or any of its members, and the Union or any of the workers covered by this agreement, including, without limitation, any claim against a member of the Association arising out of any alleged dissolution or termination of its business prior to the expiration of the term hereof, shall be submitted in writing by the Union to the Association or by the Association to the Union, as the case may be, and shall be taken up for settlement and adjustment by representatives of the Union and the Association and their decision shall be binding. In the event that they shall fail to adjust any such matter within three (3) days, 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 damages and 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 an oath by the Arbitrator is hereby expressly waived.

(b) The parties hereto hereby designate MARSHALL L. ROSENBERG, ESQ., of 1501 Broadway, 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, or the parties by mutual consent in writing, desire to make a change in the Impartial Chairman's office, then the parties shall designate another Impartial Chairman in his place, after written demand upon either party by the other for such designation.

(c) Written notice of hearing before the Impartial Chairman may be served personally or by ordinary mail. Personal Service of such notice at least forty-eight (48) hours (exclusive of Saturday and Sunday) 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 personally or by mail, 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.

(d) Copies of arbitration awards made by the Impartial Chairman may be served upon all parties to the arbitration proceeding by regular mail. Any papers, notices or process necessary or proper in any application for an order in any proceeding to confirm an arbitration award rendered by the Impartial Chairman under this agreement or any prior agreement between the parties hereto or their predecessors, or for the entry of judgment on any such award, may be served by any party on all other parties by regular or certified mail at the last known address of the parties being served within or without the State of New York and such service shall be deemed valid. The parties expressly waive the requirements for personal service set forth in CPLR Section 403 regarding applications to courts and made in conformity with this Article. Proceedings to confirm an award rendered hereunder may be maintained in the Supreme Court of the State of New York or in any other court, State or Federal,

having appropriate jurisdiction over the parties to the arbitration.

(e) It is agreed that the machinery provided herein for the settlement of all dispute, 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 affecting arbitration as herein provided, or 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.

ARTICLE FORTY-SEVENTH: COMPLIANCE WITH DECISIONS OR AWARDS

In the case of any member of this Association who fails within forty-eight (48) hours (exclusive of intervening Sundays and holidays) to comply with the joint decision of the representatives of the parties hereto or an award of the Impartial Chairman, the workers may strike and shall not be required to continue working for such member until said decision or award has been fully complied with, anything in this agreement to the contrary notwithstanding. Such member's obligations under

all the provision of this agreement shall, nevertheless, continue during the balance of the term thereof.

ARTICLE FORTY-EIGHTH: DEFINITION OF MEMBER OF ASSOCIATION

The term "member of the Association" used herein shall be deemed to mean any direct or indirect employer of workers in this industry who is a member of the Association, regardless of the places where such employer has its work produced.

ARTICLE FORTY-NINTH: UNION NOT AGENT FOR UNITE

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, elsewhere herein referred to as UNITE.

In no event shall UNITE be bound by or liable under this agreement for any acts or omissions of the Union or any of its officers, agents or members or be otherwise liable.

ARTICLE FIFTIETH: SOLE AUTHORIZED AGENT OF UNION

The Union shall be the proper party to administer, enforce and obtain compliance with the provisions of this agreement on behalf of itself, and all bargaining unit workers who are employed by the member of the Association on its premises or in its inside shop and who are employed in the shops of its contractors under contract with the Union. The sole persons authorized or having the power to bind the Union legally with

respect to matters arising out of this agreement or arising out of the relations between the Association, its members, and the Union, or to subject the Union to any liability whatever by reason of any acts or omissions are the respective Managers of Local 23-25 and Local 10, and the designated business agents servicing the shop (or such substitute or additional persons as the Union may hereafter formally designate by written notice to the member of the Association). The Union shall not be responsible for the acts or omissions of any other persons, including shop chairpersons, members and employees of the Union.

ARTICLE FIFTY-FIRST: TAFT-HARTLEY CONFLICTING PROVISIONS

If any provision of this agreement shall, at any time during the term thereof, conflict with the Labor Management Relations Act, 1947, or said Act as same may be amended, then such provision shall be deemed modified to continue in effect to the extent (most favorable to the Union) permitted by the applicable rule. 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.

ARTICLE FIFTY-SECOND: SEPARABILITY OF CLAUSES

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.

ARTICLE FIFTY-THIRD: WORKERS OF OUT-OF-TOWN SHOPS

It is agreed that where the workers of an out-of-town shop of a member of the Association are represented by UNITE or an affiliate thereof other than the undersigned Union, UNITE or such affiliate shall be entitled to all rights and benefits of this agreement and may, in its own name, use the machinery provided hereunder for the adjustment of disputes with respect to such shop.

ARTICLE FIFTY-FOURTH: MOVING OF SHOP

(a) No employer shall move all or part of a shop department, sample room or factory from its present location without the written permission of the Union. The Union may give such permission if, in its sole opinion, the new shop or factory meets the following criteria:

(i) The Union is given at least thirty (30) days prior written notice.

(ii) It is just as accessible to the workers employed in the old shop as was the old location.

(iii) If in an urban community, the public carrier fare between the new shop and the old shop is no more than the regular single fare established by the local transit authority.

(iv) The labor standards and other conditions of employment are no less favorable to the workers than those which prevail at the old locations.

(b) If the new location does not meet the above criteria, the Union may nevertheless give written permission if, in its sole opinion, there are extenuating circumstances which justify relocation.

ARTICLE FIFTY-FIFTH: PROVISIONAL REPLACEMENT WORKERS

(a) Upon consent of the Union, a member of the Association may hire one (1) provisional replacement worker, on written notice to such provisional replacement workers and to the Union, for a period not exceed ninety (90) days to take the place of a sample maker, shipping clerk, or a worker employed in or about the cutting room (other than a cutter, marker or grader) who is absent due to disability or leave of absence. During such period, provisional replacement workers shall be entitled to all of the rights of regular workers under this agreement.

(b) Upon return to work, the absent worker shall be entitled to his or her regular job prior to such absence and shall not lose any rights and privileges under this agreement.

(c) Upon the return to work of the absent worker, the member of the Association may terminate the provisional replacement worker.

ARTICLE FIFTY-SIXTH: LIQUIDATED DAMAGES

Should a member of the Association intentionally violate any provision of this agreement where it is difficult or impossible to ascertain the specific amount of damages suffered by the workers or the Union, then the member of the Association may be liable to the Union for liquidated damages. In fixing these damages, there shall be taken into account any advantages gained by the member of the Association through its violation, any deprivation of earning suffered by workers, any contributions lost by the benefit funds, and institutional harm suffered by the Union and such other factors as are fair under the circumstances. If the Union and the Association are unable to agree upon the amount of liquidated damages for such violation, then the matter shall be treated as a dispute under ARTICLE "FORTY-SIXTH". The proceeds of any such liquidated damages shall be paid to the Union.

ARTICLE FIFTY-SEVENTH: DISABILITY

(a) The parties acknowledge that under the collective labor agreement between the Union and the National Association of Blouse Manufactures, Inc., members of said Association are directly responsible and are required to pay for the lawfully mandated disability benefits to be provided workers in the contracting shops of members of said Association, including the shops of the members of the Association.

(b) The parties further acknowledge that under the aforesaid collective labor agreement between the Union and the National Association of Blouse Manufacturers, Inc., provision is made for the continuation of a disability fund for the purpose of assuring disability benefit coverage for all workers employed in the contracting shops of the members of the Association, including the shops of the members of the Association.

(c) Whenever a member of the Association manufacturers garments for any person, firm or corporation against which UNITE or any affiliate thereof or the Union has declared a strike or labor dispute or which is not contractual relations with the Union or with UNITE or with any affiliate thereof, or which is not otherwise required to make contributions to the aforesaid disability fund, it shall contribute to said disability ~~fund~~ those amounts that are necessary to provide such disability coverage to its workers.

(d) In no event shall workers be required to make any contributions for disability benefits.

ARTICLE FIFTY-EIGHTH: NO WAIVER

The failure of either party to this agreement to enforce strict performance of any provisions herein contained shall not be deemed a waiver of any of the rights or remedies available hereunder for violation of the agreement; nor shall it be deemed a waiver of any subsequent violation of the provisions herein

contained.

ARTICLE FIFTY-NINTH: INVALIDATED PROVISION

If any provision of this agreement is invalidated or the enforcement of any provision is enjoined by a court of competent jurisdiction, the parties shall meet for the purpose of agreeing upon a substitute provision. If they are unable to agree, the matter shall be referred to the Impartial Chairman who is hereby given the power to draft a substitute provision in the light of the relationships existing between the parties, and such substitute provision shall be deemed incorporated in this agreement in lieu of such other provision.

ARTICLE SIXTIETH: HEADINGS

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

ARTICLE SIXTY-FIRST: PARENTAL/FAMILY LEAVE

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

(a) The Employer may hire one 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 the 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 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 leave or any other regular worker.

(b) 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.

(c) The provisions of the Family and Medical Leave Act of 1993 shall be incorporated into and be enforceable under this Agreement.

ARTICLE SIXTY-SECOND: JURY DUTY

Once during the life of this Agreement for up to five (5) working days, the Employer shall pay a worker who serves jury duty on regularly scheduled work days the differences between such worker's holiday pay rate in effect prior to January 1, 1998 and the pay (less travel allowances) received for jury service. The Employer shall pay jury duty pay upon presentation by the worker of the voucher she/he received for jury services. No

employee benefit fund contributions are due on payments for jury duty.

ARTICLE SIXTY-THIRD: RESERVISTS AND NATIONAL GUARD MEMBERS

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.

ARTICLE SIXTY-FOURTH: COUNCIL FOR AMERICAN FASHION

(A) (1) The parties hereto, on behalf of themselves and their members, hereby acknowledge the establishment of the Council for American Fashion pursuant to Section 302 (c) (9) of the Labor Management Relations act of 1947, as amended, a Labor-Management Committee jointly established on an industry wide basis for the purpose of improving communications between representatives of labor and management; to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness; to assist workers and employers in solving problems of mutual concern to the garment industry not susceptible to resolution within the collective bargaining process; to study and explore ways of eliminating potential problems that reduce the competitiveness and inhibit the economic development of the garment industry; to enhance economic development, improve technology, increase competitiveness and efficiency in the garment industry; to

enhance the involvement of workers in making decisions that affect their working lives; to expand and improve working relationships between workers and managers; to encourage collective bargaining; and to encourage committees designed to improve labor-management relationships, job security, and organization effectiveness.

(2) The monies contributed pursuant to the Council for American Fashion shall be used only for the purposes noted herein, and to pay the operating and administrative expenses of said Council.

(3) The Council shall be administered by a Board of Directors consisting of an equal number of industry wide, union and management designated Directors. The By-Laws for the Council are hereby incorporated herein by reference and the parties agree to be bound thereby.

(4) The parties hereto ratify, confirm and approve the composition and membership of the Board of Directors of the Council, as hereafter constituted under the said Council's By-Laws.

(5) No Employer, worker, or Union shall have any right, title, interest, or claim, legal, or equitable, in or to any sum paid by it (or his/her Employer) to the Council.

(B) Out of the contributions required to be made under Article Eight of this Agreement, an allocation shall be made on behalf of the Council for American Fashion, in a sum equivalent

to twenty-five (\$.25) cents per eligible worker under Article 8.

(C) The Union shall be the proper party in interest to enforce remittances of reports and payments of amounts due to the said Council from any defaulting Employer; and such remedy is in addition to any other rights that the Union may have under this Agreement.

ARTICLE SIXTY-FIFTH: IMMIGRANT WORKER PROTECTION

The Employer shall comply with reasonable requests of workers to change names and social security numbers in the Employer's records, without prejudice to their seniority or other rights under this collective bargaining agreement.

ARTICLE SIXTY-SIXTH: EFFECTIVE AND TERMINATION DATES OF AGREEMENT

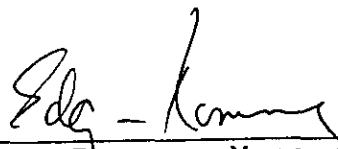
This Agreement shall go into force and effect as of the 1st day of June, 2001, and shall terminate on the 31st day of May, 2004.

IN WITNESS WHEREOF, the parties have signed this Agreement
as of June 1, 2001.

**GREATER BLOUSE, SKIRT AND
UNDERGARMENT ASSOCIATION, INC.
(BLOUSE DIVISION)**

By: 
YEE MAU CHEUNG

**BLOUSE, SKIRT, SPORTSWEAR, CHILDREN'S WEAR &
ALLIED WORKERS' UNION, LOCAL 23-25, UNITE**

By: 
Edgar Romney, Manager-Secretary

**AMALGAMATED LADIES' GARMENT CUTTERS'
UNION, LOCAL 10, UNITE**

By: _____
Richard Rumelt, Manager-Secretary