

AGREEMENT

Between

M. CHASEN & SON

and

**UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA
(UE), LOCAL 155**



January 1, 2021 to December 31, 2021

I.	UNION RECOGNITION	1
II.	NO DISCRIMINATION	1
III	UNION SECURITY.....	1-2
IV.	CHECK-OFF.....	2-3
V.	HIRING PROCEDURE.....	3
VI.	HOURS AND OVERTIME	3-4
VII.	INSURANCE.....	4
VIII.	CHANGE IN WORK SCHEDULE.....	4-5
IX.	REPORTING PAY	5
X.	HOLIDAYS/PERSONAL DAYS (PAID)	5-6
XI	PAID VACATIONS	6-7
XII.	SENIORITY AND LAYOFFS.....	7-8
XIII.	MANAGEMENT RIGHTS	8-9
XIV.	DISCHARGE AND DISCIPLINE.....	9
XV-	WAGES	9-10

XVI. SAFETY AND HEALTH	10
XVII. WORKERS' COMPENSATION.....	10-11
XVIII. LEAVE OF ABSENCE.....	11
XIX. PAST PRACTICE.....	11
XX. VETERAN'S RIGHTS	11
XXI. BULLETIN BOARDS	11
XXII. VISITS BY UNION REPRESENTATIVES	11-12
XXXIII. GRIEVANCE PROCEDURE.....	12
XXIV. MISCELLANEOUS.....	13
XXV. MODIFICATION AND TERMINATION.....	13

This **AGREEMENT** is entered into this 1st day of January 2021, by and between **LOCAL 155, UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE)**, located at 1495 Alan Wood Road - Suite 5, Conshohocken PA, hereinafter referred to as the "Union" and **M. CHASEN & SON**, located at 117 South 20th Street, Irvington, NJ, hereinafter collectively referred to as the "Company", and constitutes the entire understanding between the parties for the life of this Agreement.

ARTICLE I-UNION RECOGNITION

- A. The Company agrees to recognize the Union as the sole collective bargaining agent for all the Production and Maintenance employees of the Company as provided for in the National Labor Relations Board Order of January 17, 1963, including Truck Drivers but excluding such employees as are specifically excluded in that order.

ARTICLE II - NO DISCRIMINATION

- A. There shall be no discrimination in interviewing or hiring applicants for employment, and no discrimination against employees during the probationary period of employment, because of union membership or activities, color, race, sex, marital status, age, craft, religious or political beliefs.
- B. Guarantees against discrimination shall in addition apply to promotions, upgradings, apprenticeships, job training, transfers, shift assignments, layoffs, rehiring and discharges.
- C. Any disagreements in relation to any issue arising out of the application of this Article shall be subject to the grievance procedure set forth in Article XXIII.

ARTICLE III - UNION SECURITY

- A. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members in good standing in the Union on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of execution of this Agreement shall not later than sixty (60) days after the execution of this Agreement become and remain members in good standing in the

Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution shall, not later than the sixtieth (60) day following the beginning of such employment, become and remain members in good standing in the Union.

B. The Company recognizes the fact that the National Labor Relations Board Order of January 7, 1963 gives the Union the right to bargain for all of the Company's Production and Maintenance employees as provided for in such order, and excluding only such categories of employees as are specifically excluded therein, regardless of their length of service.

ARTICLE IV - CHECK OFF

A. The Company shall deduct Union initiation fees and dues upon receipt of written authorization for such deductions. Such deductions shall be made from the first pay of each month and promptly remitted by the Company to the Union. The Union shall notify the Company which one (if any) of its employees has been elected to the position of Financial Secretary and promptly notify the Company of any change in the office during the life of this Agreement.

The written authorization referred to in the previous paragraph shall be a signed card in the following form;

"CHECK-OFF AUTHORIZATION"

TO:

Name of Company & Location

Effective Date

"I authorize and direct you to check-off from my weekly pay an amount* equal to UE Local 155 membership dues, including initiation fee (if payable), and to promptly remit same to the Treasurer of, Local 155 of the United Electrical Radio & Machine Workers of America (UE). This authorization shall continue until revoked and may be revoked only at the time and in the manner provided below and shall be irrevocable for a period of one year from the date appearing

above, or until the expiration of the Agreement between the Company and the UE (whichever is sooner), and shall be irrevocable for each succeeding year thereafter unless it is revoked by me within the seven (7) days preceding the end of any such period of irrevocability.

Revocation shall be effective only if I give you and Local 155, United Electrical, Radio & Machine Workers of America (UE) written notice by individual registered mail, return receipt requested, and it is received and postmarked during the period specified above.”

*The full-time dues of Local 155 are currently set at two (2) hours pay per month.

Employee's Signature _____

Department _____

Clock or Check No. _____

ARTICLE V - HIRING PROCEDURE

- A. As vacancies occur, the Company will notify the Union of such job openings. The Union will refer applicants to the Company for consideration.

ARTICLE VI - HOURS AND OVERTIME

- A. The basic work week shall be five (5) days of eight (8) hours each, Monday through Friday inclusive.
- B. All work performed over forty (40) hours on a weekly basis and all work performed on Saturday will be paid at the rate of time and one-half (including shift bonuses) the employee's regular rate of pay.
- C. All work performed on Sundays or any of the recognized holidays set forth in Article X of this Agreement shall be paid at twice the employee's regular hourly rate, including any shift bonuses paid to the employee.
- D. The Company shall provide equal opportunities for overtime work to all employees providing they have the ability to perform the available overtime work. Overtime otherwise shall be on a voluntary basis.
- E. There shall be no pyramiding of overtime.
- F. The Union commits itself to the proposition that the worker should work the normal work week unless there is a

reasonable excuse, and that it would be an abuse of this understanding if a worker should work three (3) Saturdays within a short period of time and take time off during the week.

ARTICLE VII - INSURANCE

- A. Each employee shall have the choice of either a one dollar (\$1) raise, or be entitled to Health insurance through Horizon Omnia Gold Bluecard (or any comparable plan) for the term of this contract. If the employee chooses insurance, he will not receive a raise and will be required to pay fifty percent (50%) of the monthly premium of a single plan. The company will pay the balance of a single plan. If the employee choose a family plan, they would pay the difference between the single plan and the family plan.
- B. The Company shall pay for \$3,500.00 worth of life insurance (double indemnity) for each employee.
- C. If an employee is ill or injured outside of his job, the employee must notify the Company within seven (7) days of the illness or injury together with a doctor's statement of his or her illness or injury, and must continue to notify the Company every seven (7) days thereafter of his or her conditions of his or her illness or injury. He or she shall present the Company evidence of his or her medical status; failure to do so will result in cancellation of all insurance benefits. Employee must have a signed receipt from the office indicating such medical evidence was presented to the Company.
- D. All employees shall receive one hundred twenty five dollars (\$125) per month as a bonus, unless they choose the company health insurance instead of a raise as described above.
- E. There shall be no vision plan unless the employee contributes 100%.

ARTICLE VIII- CHANGE IN WORK SCHEDULE

- A. The Company will notify the Union of any proposed changes in work schedule, taking into account any reasonable objections its employees may have to such changes.

ARTICLE IX - REPORTING PAY

- A. Employees reporting for work on their regular shift, who have not been told not to report by telephone within three (3) hours before the start of their shift, shall be considered as having been ordered to work. Such employees shall be granted either three (3) hours of any available work, or three (3) hours pay in lieu thereof, unless the Company is prevented from supplying work for them through serious machine breakdown, fire, act of God, power failure, or absence of all supervision during the night shifts.

ARTICLE X - HOLIDAYS/PERSONAL DAYS (PAID)

Section 1 - Paid Holidays:

- A. The following holidays will be recognized as paid holidays during the term of this Agreement:

New Year's Day	Washington's Birthday
Memorial Day	Thanksgiving Day
Independence Day	The day after Thanksgiving Day
Yom Kippur Day	Good Friday
Dr. Martin Luther King, Jr. Day	Christmas Day
Labor Day	Employee's Birthday

- B. To be eligible to receive holiday pay under the above, an employee must work two (2) days within the holiday week, if work is available, or in the case of an employee who is laid-off, must have worked fifteen (15) calendar days before any of the above holidays. For an employee to receive his birthday as a holiday, he or she must notify the Company at least one (1) week in advance.
- C. No employee shall be forced to work on any of the above holidays against his or her will, nor will the Company deprive any employee of his or her share of overtime work because of refusal to work any of the above holidays.
- D. Holidays falling on Saturdays shall give the employees six (6) days pay for the normal five days work, and holidays falling on Sundays shall be observed on a Monday.

Section 2 Paid Personal Days:

- A. Each employee shall be entitled to six (6) paid personal days. New employees will be given two (2) personal days after three months of membership in the Union, and they will receive the normal personal day allotment after their first year of employment. Employees cannot use more than two (2) personal days per month. If a day is unused, it shall be paid at the end of the year.

This section shall not be construed to limit or otherwise modify whatever rights or privileges employees may currently enjoy in terms of unpaid leave of absences, use of other paid time off under this Agreement, or the Family Medical Leave Act (FMLA).

ARTICLE XI - PAID VACATIONS

- A. The Company's employees have earned the right to a paid vacation within each calendar year in accordance with the following schedule:

12 months of employment	1 week
2 years of employment	1 week and 1 day
3 years of employment	1 week and 3 days
4 years of employment	2 weeks
5 years of employment	2 weeks and 3 days
10 years of employment	2 weeks and 4 days
13 years of employment	3 weeks
20 years of employment	3 weeks and 2 days
25 years of employment	4 weeks

- B. Vacation shall be paid in full at each employee's regular hourly rate, including his or her regular shift differentials.
- C. Should one of the paid holidays listed in Article X of this Agreement fall during any employee's vacation period, such employee shall be given an additional paid day of vacation, or pay in lieu thereof, at the option of the employee. The employee must make his or her selection before the close of his or her last day of work immediately preceding his or her vacation period.

- D. The Company reserves the right to establish the time when vacations may be taken, provided, however, that they shall be taken between July 1st and September 1st of each year.
- E. Vacation time shall be a maximum of two (2) weeks per employee during the first two weeks of July coinciding with the company shutdown. Those employees who are entitled to an excess of two (2) weeks vacation shall have the option to either take the balance of their vacation during the Christmas holiday week or instead receive the total vacation pay still owed them at the time in cash.
- F. Any employee who leaves the employ of the Company after the July vacation period and is still entitled to excess vacation time or pay will be guaranteed this money upon termination of employment.

ARTICLE XII - SENIORITY AND LAYOFFS

- A. The seniority of any employee shall be accumulated and computed on such employee's total length of service with the Company.
- B. In all cases of layoffs, rehiring, and shift preference within the bargaining unit, length of service shall govern, providing that the employee can do the available work. Seniority shall be a factor to be considered by management in all promotions and transfers.
- C. In any lack of work situation the least senior employee in an affected department will be displaced providing others in the department can do his work. If the employee affected has more seniority than another employee in another department and can learn his job with reasonable degree of proficiency in one (1) week's time, he can bump on to his job displacing the less senior worker.
- D. When the company rehires, all employees shall be rehired in the reverse order to that in which they were laid off before any new employees are hired. Employees recalled to work after lay off must reply within forty-eight (48) hours and report for work no later than seventy-two (72) hours following the notice of recall. The Company will do everything possible to avoid layoffs.
- E. Notwithstanding the above provisions the shop steward of the Union shall be the last to be laid-off and the first to

be rehired.

- F. The Company shall supply the Union and the Union Stewards with a complete list of all its employees covered by this Agreement within ten (10) days of the effective date of this Agreement, giving the following information;
- Name and address
 - Job assignment (classification)
 - Rate of pay
 - Date of hire and total accumulated seniority
- G. Employees will accumulate seniority for the purpose of this section when absent for justifiable reasons including, but not limited to, sickness, maternity leave up to four (4) months, military service, leave of absence for Union activity, and layoffs for lack of work up to two (2) years.
- H. In the event that the plant moves its location, all current employees will have the right to move with the plant, retaining their seniority at the new location.
- I. The Union and the Shop Steward involved shall be given at least two (2) working days notice of any proposed lay-off whenever practicable and possible, and in the event such notice is not practicable and possible the company will give as long a notice as is consistent with the above.

ARTICLE XIII - MANAGEMENT RIGHTS

- A. The Company retains the right to determine methods and means of manufacture and distribution, to determine production schedules, to determine the size of the work force and the particular job to be established, to subcontract work providing that the normal complement of workers are working a regular forty (40) hour week, to establish reasonable rules and regulations governing conduct of employees, and to purchase materials, supplies and equipment.

It is agreed that the Company may continue with the past practice of purchasing manufactured products for resale. As applied to this Agreement subcontracting is defined as where the Company supplies raw material

and the contractor supplies labor.

ARTICLE XIV- DISCHARGE AND DISCIPLINE

- A. No employee shall be discharged except for just cause. For the purpose of clarification, the following instances shall be considered examples of just cause: drunkenness, fighting, theft, inexcusable insubordination, arbitrary disobedience, and unreasonable absenteeism and tardiness.
- B. No call no show shall result in the following discipline. This progression will reset every calendar year:
1. 1st Incident: Verbal Warning.
 2. 2nd Incident: Written Warning and Sent Home without Pay (Suspension).
 3. 3rd Incident: Termination
- C. Tardiness will result in the following discipline. Tardiness is defined as being late more than five (5) minutes without calling a supervisor. This progression will reset every calendar year:
4. 2 incidents: First Written Warning
 5. 2 more incidents (4 total): Final Written Warning
 6. 3 more incidents (7 total): Termination

ARTICLE XV - WAGES

- A. For the first sixty (60) days of their employment, newly employed employees shall be considered as probationary employees who shall not be included in the seniority list, and their employment may be terminated at any time at the sole discretion of the Company. Discharge during the probationary period shall not be subject to the grievance and arbitration procedures of this Agreement. If an employee completes his probationary period he shall receive a fifty cent (\$.50) increase.
- B. There shall be a one dollar (\$1) raise when the Contract becomes effective. Employees will not be eligible for this raise if they choose Company health insurance as described in Article VII.
- C. The minimum hiring rate in the plant will be twelve dollars (\$12) per hour.

- D. The Company shall have the discretion to grant bonuses to employees to reward exceptional performance. It is understood that any bonus, including those in effect prior to the execution of this Agreement, may be taken away by the Company for valid reasons.
- E. The Company shall provide written notice to the employee and to the Union of all bonuses that are either granted or taken away. Such notice shall include the reason for the action being taken.

ARTICLE XVI - SAFETY AND HEALTH

- A. The Company agrees to provide each employee with safe and healthy conditions of work to the same extent as in the past. Machinery, equipment and employees will be furnished with safety devices, guards and other devices necessary to the protection of the health and safety of all employees. The Company further agrees to maintain these safety devices, wearing apparel and other equipment necessary for the safety and protection of the employees and to maintain adequate medical and first aid services without cost to the employees. All the present machinery, equipment, guards, devices, and working conditions meet the requirements of these provisions.
- B. All union employees will be required to receive and show proof of the COVID-19 vaccine within six (6) months of the vaccine becoming available to the general public, unless an employee provides documentation that their doctor says it would harm the employee's health.
- C. All employees will be required to submit to random drug testing each quarter. Three (3) employees will be picked out of a hat, with a Union steward present, and tested. If there is an accident or reasonable suspicion of use, the employee will be tested immediately. A failed test or refusal to take a test will result in termination.

ARTICLE XVII - WORKER'S COMPENSATION

- A. All accidents or injuries occurring in the plant shall be promptly reported to the Union.
- B. The Company agrees that in the event of an injury sustained by an employee during the course of his or her employment, for which application for Workers' Compensation shall be made, the Company will pay full time wages to the employee then on the payroll of the Company for all time lost by the claimant in attendance at Workers' Compensation hearings as a result of such injury. Such compensation for attendance at Workers'

Compensation hearings shall not be for a period in excess of six (6) hours in any one year.

- C. In the event any employee is seriously injured and not capable of performing his or her work, he or she will be paid any hours lost that day, or if any employee is taken seriously ill whereby he or she is taken to the hospital in an ambulance, he or she will receive pay for the hours lost that day only,

ARTICLE XVIII - LEAVE OF ABSENCE

- A. Employees will be given a leave of absence without pay upon reasonable excuse for four (4) weeks.
- B. At the request of the Union, employees will be given leaves of absence for union activity. Such employees shall accumulate only seniority during such absence and shall, upon their return to work, return to work at their regular rate of pay.

ARTICLE XIX - PAST PRACTICE

- A. All existing benefits, conditions of employment and practices which are beneficial to the employees and which are not covered by this Agreement shall be continued unless there is a written agreement between both parties to change them.

ARTICLE XX - VETERAN'S RIGHTS

- A. Employees who entered the Armed Services of our Country shall be considered as employed by the Company to the extent that they shall accumulate only seniority while serving in such Armed Forces. Upon their return to work, they shall be returned to their former or similar jobs at their old rate of pay, plus any wage increases that may have gone into effect during their absence, and receive any other benefits guaranteed by either Federal or New Jersey statutes.

ARTICLE XXI - BULLETIN BOARDS

- A. The Company will place a bulletin board in each plant for the exclusive use of the Union.

ARTICLE XXII-VISITS BY UNION REPRESENTATIVES

- A. Officers or representatives of the Union shall be admitted to the plants of the

Company that are covered by this Agreement for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances.

- B. Union representatives, when possible, will notify management before entering plants.

ARTICLE XXIII - GRIEVANCE PROCEDURE

- A. Any claim, difference, dispute or grievance during the life of this Agreement shall be taken as follows:
- B. Between the duly elected Shop Steward and the appropriate foreman, and the foreman will be required to give the Shop Steward a reply within twenty-four (24) hours of presentation of the grievance. The Chief Steward will have fifteen (15) minutes paid time to investigate a grievance.
- C. If the preceding action fails to resolve the issue, then the Shop Committee will arrange a meeting with plant management within forty-eight (48) hours to discuss the grievance.
- D. The Company shall supply the Union with all reasonable information in connection with the adjustment of any grievance.
- E. All controversies arising out of this Agreement or refusal to perform the whole or part thereof and which have not been settled through the grievance procedure, shall be submitted to arbitration. The New Jersey State Mediation Service shall appoint an arbitrator. Any arbitrator awards thus made shall be final and binding on both parties to this Agreement. The cost of such arbitration (if any) shall be borne equally by both parties.
- F. The Union and the employees will not engage in nor sanction a strike or a slowdown during the course of this Agreement, unless the Company refuses to arbitrate any grievance which would not have the effect of modifying or amending this Agreement. The Company will not engage in any lockout of its employees.
- G. At all times a designated International Officer or Representative of the Union shall be considered a member of the Shop Committee.

ARTICLE XXIV - MISCELLANEOUS

- A. Employees who have long and faithful service and who become unable to handle the work at which they have been regularly employed, will be given other work which they are able to perform, when such work is available.
- B. Adequate relief will be supplied on continuous operations, so that employees may seek excretory relief where machine attention is required at all times.
- C. The company shall have the right to establish normal factory rules which do not conflict with any of the provisions of this contract.

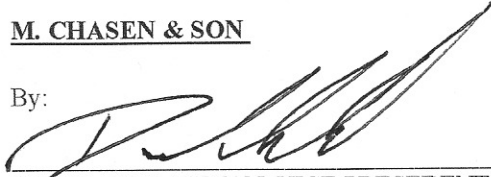
ARTICLE XXV - MODIFICATION AND TERMINATION

- A. Sixty (60) days before December 31, 2021, the expiration date of this Agreement, either party may propose modifications, revisions or additions to this Agreement. Negotiations shall begin ten (10) days after such notice is given. Failing agreement on such proposals, the Union shall have the right to strike sixty (60) days after notice is given, notwithstanding any other provisions of this Agreement, but the Agreement will continue in effect.
- B. This Agreement will continue in full force and effect through December 31, 2021, and thereafter be continued from year to year, unless notice of termination in writing by certified mail is given by either party at least sixty (60) days before the expiration date of this Agreement. Upon receipt of such notice, a conference shall be arranged to be held within ten (10) days. It is understood and agreed that this Contract states the entire Agreement and shall not be varied by any oral stipulations, representations or promises.

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

M. CHASEN & SON

By:



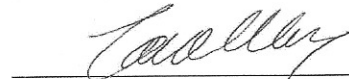
DAVID SCHACHMAN, VICE PRESEDENT

LOCAL 155, UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE)

By:



HEROME WILLIAMS, UE BARGAINING COMMITTEE



TARA MCCAULEY, UE INTERNATIONAL REPRESENTATIVE