

**COLLECTIVE BARGAINING
AGREEMENT**

Between

ANJAC FASHION BUILDINGS, LLC

And

WORKERS UNITED, SEIU

EFFECTIVE

January 1, 2022 – December 31, 2024

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
1 A	Bargaining Unit	1
1 B	Recognition	1
2	Job Description	1
3	Union Security	1
4	Union Dues	1
5	New Hires	2
6 A	Hours of Work	2
6 B	Work Schedules	2
6 C	Overtime	2
6 D	Holidays	2
7	Seniority	2
8	Contracting Out – Reduction in Workforce	3
9	Wages	3
10 A-B	Leave of Absence	3
10 C-F	Union Leave	4
11	Discharge	4
12	Grievance Procedure and Arbitration	6
13	Length of Employment and Paid Time Off	6
14	Health and Welfare and other Employee Benefits	7
	- Medical Benefits	7
	- Dental Benefits	7
	- WORKERS UNITED, SEIU Credit Union	11
15	401(K) Plan	12
16	No Strike, No Lockout Clause	13
17	Communications and Miscellaneous	13
17A	Union Bulletin Board	13
17B	Union Member Meetings	13
17C	Informing Employer of Hazardous/Emergency Situations	13
17D	Employees' Parking	14
17E	Water and Refrigerators	14
17 F-H	Health and Safety	14
18	No Discrimination	14

19	Uniforms and Personal Protective Equipment (“PPE”)	14
20	Bonuses	15
21	Zipper Clause	15
22	Term	16
	Supplemental Agreement	18
	Attachment “A”	21

ANJAC FASHION BUILDINGS, LLC COLLECTIVE BARGAINING AGREEMENT

1. (A) Bargaining Unit. The Bargaining Unit consists of all employees engaged in maintenance, janitorial and elevator operation (only) at all of the buildings listed on Attachment A, incorporated herein by reference, but excluding all probationary employees, field management supervisors, temporary replacements for employees on leave of absence, and employees hired for four (4) weeks or less. Probationary employees are those applicants for regular employment who are in their first ninety (90) days of employment.

(B) Recognition. Anjac Fashion Buildings, LLC (“Employer”) recognizes the Union (“Union”) as the exclusive collective bargaining agent of all the regular non-supervisory employees (collectively known as “Bargaining Unit Employee(s)” or “Employee(s)”) in the above defined Bargaining Unit.

2. Job Description. Employees in the Bargaining Unit shall perform such work as is assigned to them, whether maintenance, janitorial, operation of elevators, or other miscellaneous types of work. From time to time, Employer may request that Employee assist with work that could be considered outside of their job description, such as demo work, electrical work and painting of vacant spaces. Employee has the right to accept or decline this request without penalty should Employee elect not to perform the work. At the sole discretion of Employer, Employee may receive an additional year-end bonus in an amount to be solely determined by Employer.
3. Union Security. All Bargaining Unit Employees shall become and remain members in good standing of the Union on the completion of their ninety (90) calendar day probationary period unless terminated pursuant to the terms and conditions of this Agreement.
4. Union Dues. Upon obtaining a signed authorization form either in written or electronic format or any other means of indicating agreement allowable under state and/or federal law, from an individual Employee, the Employer shall deduct union dues, monthly, from the wages of those employees, and shall forward said deduction to the Union by the 25th of each applicable month.

JF

Union's Initials



Employer's Initials

5. New Hires. When new or additional employees are needed, the Employer will first notify the Union and the Union shall be allowed the period of one business day in which to supply applicants. If within that period the Union is unable to supply a sufficient number of qualified applicants to meet the Employer's hiring needs, The Employer shall be freed to hire from other sources.
6. (A) Hours of Work. The regular workweek shall consist of forty (40) hours during a calendar week. See Article 3 of the Supplemental Agreement attached herein.
- (B) Work Schedules. Work schedules and building assignments may be changed by Employer as it deems necessary. The parties recognize the difficulty of arranging the work so as to afford employees two consecutive days off. Nevertheless, Employer will make a reasonable effort to provide the same.
- (C) Overtime. The Employer may require employees to work overtime, i.e., in excess of forty (40) hours in the calendar week or over eight (8) hours per day, subject to any limitation imposed by Federal or California law. The Employer will try to rotate said overtime. Overtime shall be compensated in accordance with applicable law in effect at the time the overtime is worked.
- (D) Holidays. The following holidays shall be observed and paid for:
- | | |
|---------------------------------|-------------------|
| (1) New Year's Day | (2) Memorial Day |
| (3) Independence Day (July 4th) | (4) Labor Day |
| (5) Thanksgiving Day | (6) Christmas Day |
- If an Employee is required to work on one of such holidays he/she shall receive as an addition to the holiday pay regular straight time pay at his/her regular rate.
7. Seniority. Lay-offs, furloughs and recalls shall be in accordance with seniority (i.e. length of employment with Employer) provided the senior employee can physically, mentally, and satisfactorily perform his/her assigned job.

JF

Union's Initials

Employer's Initials

8. Contracting Out; Reduction in Workforce. Employer may continue to contract out all work of any type it has heretofore contracted out for in the past, and may also contract out Bargaining Unit work if doing so will not result in less than forty (40) hours of work per week to any Employee. If automation or improved equipment makes any job superfluous, such job may be eliminated and the Employee with least seniority will be terminated but placed on a preferential hiring list for a period of one year. If rehired, the terms applicable to him/her on the date of termination shall apply.
9. Wages.
- (A) All Bargaining Unit Employees shall be paid, upon completion of their probationary period, a minimum of no less than the then-current minimum wage required by California state law or the City of Los Angeles, whichever is greater.
- (B) Effective for the pay period beginning December 25, 2021, all Employees in the Bargaining Unit shall receive a wage increase reflecting the new rate of pay to \$20.00 per hour for everyone currently earning between \$16.00 and \$18.50 per hour and all Employees currently earning between \$18.51 and \$20.05 will receive a wage increase reflecting the new rate of pay to \$23.00 per hour. Effective January 1, 2023, all Employees will receive a \$0.25 per hour wage increase and then effective January 1, 2024, all Employees will receive an additional \$0.25 per hour wage increase. Employees who are in their probationary period on the date of the above-scheduled wage increase shall not be eligible for the then-current wage increase under this section (B).
- (C) Employer will use its best efforts to ensure that all reasonably necessary equipment be made available to employees to perform and complete their daily activities.
10. Leave of Absence.
- (A) If an emergency occurs in the immediate family (consisting of natural mother and father, spouse and children) of an employee (such as death), the affected employee may request an unpaid leave of absence for a period not exceeding sixty (60) days. The employee shall make such a request in writing as soon as possible.

JF

Union's Initials



Employer's Initials

(B) An employee may request an unpaid six (6) months leave of absence by reason of his/her medical condition, and it shall be granted, provided the employee supplies adequate medical proof warranting such absence. The employee shall have the right to an extension of an additional thirty (30) days which shall not be unreasonably denied.

(C) The failure of an employee on leave of absence to return to work within three (3) working days following the end of his/her leave shall conclusively be deemed a resignation from the employ of Employer.

(D) During the entire period, a replacement for an employee on leave of absence may not join the Union or pay the equivalent of Union dues nor shall he/she be eligible for coverage by the Health Plan. The replacement may be terminated upon the return of the replaced "employee." If not terminated, he/she becomes immediately subject to all of the terms and conditions of this Agreement.

(E) An employee elected to a position of leadership within the Union or elected as a delegate to the Union Convention shall be granted an unpaid leave of absence to attend union functions that are required by his/her elective position. However, said leave of absence shall be limited to one employee.

(F) Employees covered by this Contract may seek a leave for organization and educational purposes only. Any request for such leave shall be given in writing to the Employer two (2) weeks before such leave is scheduled to commence. Employer shall have five (5) business days to approve or disapprove of said request, which shall not be unreasonably withheld. No Union leave may exceed thirty (30) calendar days. All leave for organization or educational purposes must be mutually agreed upon by the employer and the Union. During such leave the employer will continue the seniority of the employee on leave. Up to one (1) person may be given leave at the same time. The employer shall have no obligation to pay wages or fringe benefits during such leave.

11. Discharge. If the Employer finds an Employee guilty of conduct in any one or more of the following categories, the Employer reserves the absolute right to discipline such Employee, including immediate discharge:

JF

Union's Initials



Employer's Initials

- (a) Being drunk or drinking on the job
- (b) Being under the influence of a controlled substance or dealing in or distributing the same
- (c) Sexual harassment
- (d) Abuse of Tenants
- (e) Refusal to wear the uniform prescribed by Employer
- (f) Insubordination
- (g) Strict adherence to rules regulating punching of time clocks

The decision and action taken by the Employer in such instances (or in other instances of similar gravity) shall not be subject in any way or at any stage to the grievance or arbitration procedures set forth in this Agreement.

However, in the case of insubordination or in the case of failure to adhere strictly to rules regulating the punching of the time clock, for a first offense in either case, the discipline shall be limited to a reprimand in the Employee's personnel file; for a second offense in either case, the discipline shall be limited to suspension from work without pay (or similar discipline) for a period not exceeding four (4) weeks; and in either case in the event of a third or more offense, the discipline imposed may include immediate discharge.

The Employer can adopt appropriate company rules and can discipline or discharge Employees for their violation. The discipline imposed by the Employer in any particular case or cases shall under no circumstances be deemed to be, or to create evidence of or precedent for the discipline that may or should be imposed in any other or similar case. Except as herein provided in the case of insubordination, and failure to adhere strictly to rules regulating punching of time clocks, the Employer retains the absolute right, in its untrammelled discretion to hire, fire (except as otherwise stated in this Agreement), transfer, promote, demote, assign work, and otherwise operate the Employer's company.

In order to maintain a drug free and safe workplace, the Employer may require that an Employee be tested for drug/alcohol where the Employer has reasonable cause to believe that the Employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one from Anjac management and the other shall be the Union shop steward or senior employee on duty. This provision shall be applied in a non-discriminatory

JF

Union's Initials


Employer's Initials

manner. Employer will administer the program in a fair and confidential manner. The Employer reserves the right to impose discipline up to and including discharge upon any employee who refuses to submit to drug/alcohol testing when required to do so based on the Employer having reasonable cause to do so. The following terms and conditions shall apply to the above:

1. There will be no random drug/alcohol testing.
2. The Employer will establish the initial test. Employer and Union have to come to a mutual agreement regarding which test will be used for the confirmation.
3. If an Employee's test result is negative, the Employee shall be compensated only for any lost work hours at Employee's current wage rate.
4. Arrangements will be made to take the Employee to the testing facility or to bring a certified testing laboratory to the location at the Employer's expense.

12. Grievance Procedure and Arbitration. Except in any matter wherein the Employer has the sole discretion as provided for in this Agreement, any employee believing himself/herself to be aggrieved by any action of Employer -- i.e. an action done or not done contrary to the express terms of this Agreement, may refer such grievance to the Union. The representative of the Union, within ten (10) working days of the occurrence of the complained of action or inaction, must submit a written grievance to Employer. Employer and Union by their duly accredited representatives shall attempt to resolve the grievance.

If a resolution does not occur within ten (10) working days of the submission of the written grievance, then either party may require arbitration of the dispute. The arbitrator shall be any one agreed upon by the parties. If they cannot agree, either may apply to the AAA for the appointment of an arbitrator in accordance with its rules then obtaining. The time limits set forth shall be strictly observed. The failure to observe them shall constitute a waiver of the grievance without any further notice.

Any employee who participates in a dispute, whether as a grievant or witness, and because of that has to absent himself/herself from his/her job, shall clock out when he/she leaves the job and clock back in when he/she returns. The cost of any arbitration shall be split equally between Employer and Union.

JF

Union's Initials



Employer's Initials

13. Length of Employment and Paid Time Off (“PTO”). An Employee who has completed a full year of employment shall be entitled to and is required to take Eighty-Eight (88) hours of PTO at his/her regular rate of pay. Upon the completion of five (5) years of employment, an Employee shall be entitled to and is required to take One Hundred and Twenty-Eight (128) hours of PTO at his/her regular rate of pay. Employees with six months or more of employment shall be paid pro-rata -PTO on termination. PTO provides a bank of hours in which the Employer pools sick days, vacation days, and personal days that allows the Employee to use as the need or desire arises. An employee may use his/her PTO for any reason or no reason in minimum increments of one (1) hour. Notwithstanding anything contained herein to the contrary, any accrued and unused PTO at the end of a calendar year will either be paid by Employer to Employee or rolled-over into the subsequent calendar year at the sole discretion of Employer. Employee acknowledges and understands that any and all federal, state or city mandated sick days are included and part of the Employee’s PTO as stated herein.

Employer will grant a one-time \$350.00 bonus at the completion of the tenth year employment anniversary with Employer and a \$500.00 one-time bonus every 5 years after that date.

Employer will grant a one-time additional \$400.00 bonus to all Bargaining Unit Employees upon full execution of this new Agreement. Said payment shall be made to Employees no later than January 31, 2022 as long as this Agreement has been fully executed by December 31, 2021. The Bargaining Unit Employees acknowledge and understand that this bonus was an incentive to expedite the previous Agreements and this Agreement, and therefore is not required and may not be included in subsequent Agreements.

14. Health and Welfare Fund and Other Employee Benefits.

(A) The Union and the Employer acknowledge the existence of the ILGWU-Employers, Vacation, Health and Welfare Fund (“Fund”), which has been established on a local scale for the benefit of all employees in the apparel and related industries covered by collective bargaining agreements.

JF

Union’s Initials



Employer’s Initials

(B) The Union and Employer agree that the Employer shall contribute monthly to the Union for and on behalf of the Fund a sum equal to the following for all Bargaining Unit Employees, except probationary period employees: \$493.42 per month per Bargaining Unit Employee effective January 1, 2022 through December 31, 2024.

(C) The Employer also agrees to contribute a maximum of \$25.83 per month per Employee for a dental plan benefit to be administered by the Fund effective January 1, 2022 through December 31, 2024.

(D) "Gross bi-weekly payroll" and "total payroll" mean the total wages due each week (before any deductions for any type of taxes or for anything else) to Employees in the Bargaining Unit hereof, except probationary period employees. "Gross bi-weekly payroll" and "total payroll" does not include holiday pay, vacation pay, bonuses or overtime pay.

(E) No Employee shall be required to make any contribution whatsoever to the Fund. Neither payment by the Employer to the Union on account of the Fund or directly to the Fund nor benefits paid by the said Fund shall be deemed to be or constitute wages.

(F) All contributions as herein provided in this Article shall be paid monthly to the Fund, and shall be payable on the basis of the total gross wages defined above and paid as shown by payroll. Payments shall be accompanied by a copy of the bi-weekly payroll of Employees showing the amounts paid to each Employee. Said contributions shall not be deductible from the wages paid to said Employees.

(G) Neither the Employer nor any Employee shall have right, title or interest or responsibility in the Fund or any part of it, nor shall they or any of them have any interest, or responsibility legal or equitable, vested or contingent, in any of the rules and regulations of the Fund.

(H) Applicants for benefits from the Fund shall meet the eligibility requirements of the Fund as of the time application for benefits is made; and on meeting such requirements shall be entitled only to the benefits in kind and amount then obtaining.

JF

Union's Initials



Employer's Initials

(I) The Employer and Union hereto agree to the appointment and removal of the Board of Trustees of the Fund, or any member thereof, in the manner provided in the agreements establishing and/or continuing the Fund or Trust Indenture establishing it.

(J) The Board of Trustees of the Fund shall have the right to promulgate the rules and regulations governing the detailed administration of the Fund, including but without limitation the right to regulate the manner of breaking any deadlock in the Board, the nature, amount, and extent of benefits and eligibility therefore. The Board shall have the discretion to add to, amend, modify, or repeal the rules and regulations of any of them, of the Fund, from time to time, with or without notice, as such Board, in its discretion, deems it desirable to do on behalf of the Fund it administers.

(K) No benefits or monies payable from the Fund shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishment, encumbrance, or charge and any attempt to do so shall be void. Nor shall any monies paid to the Union for and on account of the Fund or paid directly to the Fund be subject to or payable for the debts, contracts, liabilities, or torts of any person entitled to receive benefits from the Fund.

(L) The Union shall be a proper party in interest to enforce payment of the Employer contributions to the Fund in accordance with the Grievance and Arbitration procedure of this Agreement.

(M) The Union and the Board of Trustees of the Fund (or any other person designated by the Board of Trustees) are hereby authorized to institute legal proceedings, either by way of arbitration hereunder or by lawsuit, to recover any contributions that may be owing from the Employer to the Union on account of the Fund, together with reasonable court costs and reasonable attorney fees. Such proceedings may be instituted either by the Union or the Fund without joining anyone else as a party plaintiff or party defendant.

(N) Any contributions or payments owing by the Employer to the Union on account of or on behalf of the Fund or owing directly to the Fund or to the predecessor of such Fund, whether known or unknown, disclosed or undisclosed, contingent or fixed, arising under any previous collective bargaining agreement are hereby expressly agreed to be due and

JF

Union's Initials

DRS 12/15/21



Employer's Initials

owing to the Union for and on account of the Fund, and the Employer shall be liable to the Union for such amount or amounts pursuant to this Agreement until the same is paid.

(O) The Arbitrator or such accountants as he may deputize, shall have the right at all times to make examinations of the bargaining unit payroll records of the Employer to ascertain whether the amounts due from the Employer to the Fund have been fully paid.

(P) Upon a complaint being filed by the Union with the Arbitrator against the Employer, the Employer shall make available during normal business hours to auditors of the Union, of the Arbitrator, and of the Fund, for inspection and copying, all of its books and records relating to payroll records of the employees covered by this Agreement only. The Union's written notice for books and records shall also specify the purpose of the examination and the books and records to be inspected.

(Q) At the expiration of this Agreement or of the Agreement or Agreements establishing the Fund, such Fund shall continue in order to effectuate the purpose of which it has established or continued.

(R) All sums paid into the said Fund shall be used for the following purposes, and only for the following purposes; to pay employees who are or have been employed by a contributing Employer (and to their spouses and dependent children as the rules and regulations of the Fund may prescribe) in the amounts and to the extent they are eligible under the rules and regulations of such Fund, the following benefits:

1. Pooled vacation benefits (where not paid by the Employer directly by agreement with the Union);
2. Medical, dental and hospital care;
3. Life insurance or premium thereon, whether under group or individual policies;
4. Disability and sickness insurance, or the premium thereon whether under group or individual policies;
5. Any other benefits permitted by existing law;
6. To pay the necessary operating, personnel, and administrative expenses (including legal fees and expenses for arbitration) incidental to the operation of the Fund.;

JF

Union's Initials



Employer's Initials

It is hereby agreed that the foregoing statement of purposes is but a clarification and more precise encumbrance of the original purposes of the Fund.

(S) The Trust Indenture establishing and continuing said Fund is hereby adopted, ratified, and approved, except that the purpose of the Fund to the extent it applies to employees employed by the Employer shall be limited as hereinabove provided.

(T) The Board of Trustees of the 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 said Fund, or to merge said Fund, with another health and welfare fund or funds now or hereafter existing for the purpose of providing employees with health, welfare, and disability benefits and service as established by collective bargaining agreement with any unit of the International or with said International, itself. In the event of such transfer, mingling, or merging, the amounts hereinabove provided to be allocated towards the Union on behalf of the Fund, shall thereafter be paid to the Union on behalf of the Fund or Funds with which there has been such mingling or merger or to which there has been a transfer.

As a condition of such merger or mingling of assets, the funds into which the instant Fund has been merged or with the assets of which Fund there has been a mingling shall save harmless every Employer, its officers and directors, the Western States Regional Joint Board, Workers United, their respective officers, directors, and members, the International, the General Executive Board thereof, every member of such Board, the Fund, from any and all claims, suits, damages, of any and every kind and nature arising out of the transfer and/or mingling of the assets of said Fund and/or merger of said Fund with another or other health and welfare fund or funds, and will at its cost without contributions thereto by any of the foregoing pay any and all fines, judgments, costs, and expenses, including but not limited to, attorney's fees that may be incurred by any of the foregoing arising directly or indirectly by or from the aforesaid transfer and/or mingling of the assets of the said different funds and/or merger of said different funds.

(U) The Employer agrees to provide voluntary payroll deductions for union members to participate in the credit union sponsored by WORKERS UNITED, SEIU. The Employer agrees that it will deduct and forward to the various plans those monies which union

JF

Union's Initials



Employer's Initials

members have authorized in writing to be deducted, with one change allowed per life of the contract, for their participation in the plan.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for any of the aforementioned deductions out of any Employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

15. 401(K) Plan. Employer agrees to fund a 401(K) Retirement Plan administered by the Textile Workers Pension Fund. The maximum contributions will be 5% of the bi-weekly payroll as defined in Article 14 Paragraph D of this Agreement. Employer agrees to contribute to the Fund on behalf of each employee covered by the Collective Bargaining Agreement, before the 10th of each month for all payroll weeks ending in the prior calendar month in accordance with this Article. Employer also agrees to forward to the Fund on behalf of each employee covered by the Collective Bargaining Agreement, before the 10th of each month for all payroll weeks ending in the prior calendar month, employee contributions made in accordance with this Article. Employer shall submit monthly a list showing the names and social security numbers of all employees who are compensated by Employer during the period covered, the amount contributed per employee, the amount of employee contributions, and the resulting contributions due. If contributions are made on a-cents per hour basis, hours compensated must also be reported.

Each and every employee may, at his/her option, request Employer to deduct through payroll an additional amount from the employee's paycheck. This contribution will be paid monthly and will not be retroactive and will exclude bonuses. Employer will pay a onetime \$10.50 enrollment fee per employee and a \$10.00 administrative fee per year per employee. Once paid by Employer, Employer shall have no further responsibilities as to the management of these funds except as may be set forth in the Agreement and Declaration of Trust of the Textile Workers Pension Fund. The Employer shall contribute to this plan for all Bargaining Unit Employees after they have been employed for thirty (30) calendar days.

JF

Union's Initials

DRS 12/15/21



Employer's Initials

Employer shall have all contributions be made payable to the National Plus Plan of the Textile Workers Pension Fund and shall be remitted to the office of the Fund located at 6 Blackstone Valley Place, Suite 302, Lincoln, RI 02865. The trustees may, at any reasonable time and with at least forty-eight (48) hours prior written notice, audit all applicable Employer's payroll and wage records and other relevant payroll financial records of the employer in connection with the said contributions and/or reports.

The Fund shall have all rights and remedies for collecting contributions as provided under The Employment Retirement Act (RESA) of 1974 and amendments.

Employer shall provide to the Textile Workers Pension Fund, on a timely basis, information the Textile Workers Pension Fund reasonably requests for the purpose of conducting non-discrimination testing for the National Plus Plan.

16. No-Strike, No Lockout Clause.

(A) During the term of this Agreement, no employee shall engage in any stoppage of work for any reason whatsoever, whether in concert with other employees or alone. Any violation of this shall be cause for immediate discharge.

(B) During the term of this Agreement, except as otherwise permitted hereunder, the Employer shall not lockout any employee or group of employees due to labor dispute. Any employee or employees so locked out shall be entitled to reinstatement with or without back pay.

17. Communications & Miscellaneous.

(A) Employer shall provide a bulletin board in the immediate vicinity of the time clock on which the Union can post notices of Union meetings and Union business of a non-controversial nature. If the notice posted is controversial, Employer may remove it.

(B) Employer shall provide during after-business hours or Employees' lunch hour, at one of Employer's properties as further described in Attachment A, an area for Employees who have grievances to meet with their Union representative(s). Employer shall also

JF

Union's Initials



Employer's Initials

provide the Union and all Bargaining Unit Employees of Employer with a meeting place at one of Employer's properties after business hours for a maximum of twice a year. Under no circumstances may any business other than Union business be conducted on any of Employer's properties at any time.

(C) Employees of Employer or Union representatives must inform Employer immediately of any employee/tenant problems and of any potentially dangerous situations that may cause harm to persons or property.

(D) Employer will use its best efforts to provide a place to park for any employee(s) working past 9:00 pm.

(E) Employer agrees to install water filters and small refrigerators in individual locations at all buildings.

(F) Employer and Employee shall observe all mandated federal, state and local laws with regards to restrooms, sanitation, safety, ventilation, and other related working conditions. The Employer shall provide sanitary facilities for Employees to change in and out of their uniforms in an area to be determined by Employer.

(G) A first aid kit shall be maintained at each building at all times with sufficient supplies for the use of the Employees. It shall be the Employees' responsibility to notify the Employer of any first aid supplies that may be needed to restock the kit.

(H) The Employer shall make reasonable provisions to the best of its ability to ensure the safety and health of its Employees during their work hours. The Union agrees to cooperate with the Employer to ensure that all Union leads and union employees comply with such reasonable rules, regulations, and practices that may be necessary to provide safe, sanitary, and healthful working conditions. Employee must notify Employer in the event that he/she does not feel that it can adequately perform its essential work duties due to physical or mental constraints.

JF

Union's Initials

DRS 12/15/21



Employer's Initials

18. No Discrimination. Except as provided in Article 3 (Union Security), neither the Employer nor the Union shall discriminate against unit employees because of their union activity or support, or lack thereof.
19. Uniforms and Personal Protective Equipment (“PPE”). The Employer will provide all Bargaining Unit Employees with four (4) shirts, three (3) pairs of pants and one (1) jacket annually per Agreement year. Employees will be required to provide their own safety work shoes (dark color) and Employer will reimburse Employee a maximum of \$75.00 once a year for these shoes as long as Employee submits an invoice to Employer. The uniform and work shoes must be worn during working hours as deemed appropriate by Employer. If the Employee elects to wear a jacket during work hours, said jacket must be the one supplied by the Employer. In addition, Employer shall make available work overalls to those Employees who are required to perform painting duties. Employer shall also provide Employees with protective wear for those working with any type of harsh janitorial chemicals used in the daily maintenance of Employer’s buildings.

Due to the COVID-19 Global Pandemic, Employer shall provide Employee with adequate PPE (e.g. masks, gloves, hand sanitizer, goggles, etc). Employees must adhere to all government regulations regarding the wearing and/or use of PPE.

20. Bonuses. Depending on the state of the economy, there may or may not be a bonus at the end of each calendar year. The amount, if any, of said bonus shall be at the sole discretion of Employer.
21. Zipper Clause. Employer and Union have had every opportunity to negotiate any proposal either as desired to put forward. It is the intention of these parties and they do hereby agree that one of the main considerations for either party to enter into this Agreement has been their agreement that by doing so they have each foreclosed the other from attempting to negotiate during the term of this Agreement any other areas or conditions of employment regardless of whether such areas or conditions were actually discussed or bargained.

Both parties will only be bound by a written Agreement that is properly executed by both parties. No proposal, counterproposal, letter or oral statement will be construed as a binding agreement or as a contract to enter into an agreement.

JF
Union’s Initials


Employer’s Initials

Employer and Union both acknowledge that each individual executing this Agreement is fully authorized and has complete authority to execute this document.

22. Term. This Agreement is effective January 1, 2022 and terminates December 31, 2024. For accounting purposes, any and all terms pertaining to a year period as stated in this Agreement shall now be considered a calendar year time period.

[SIGNATURE PAGE TO FOLLOW]

JF

Union's Initials

DRS 12/15/21

Page 16 of 21



Employer's Initials

ANJAC FASHION BUILDINGS, LLC

WORKERS UNITED, SEIU

BY: [Signature]
Steve Needleman, CEO

Dated
DEC 17 2021

BY: [Signature] 12/17/21
Maria Rivera, Regional Manager Dated

Witness by: [Signature] SN
Margarita Rodriguez, 12/17/21 Dated

Witness by: [Signature]
12/16/2021 Dated

JF
Union's Initials

[Signature]
Employer's Initials

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is between ANJAC FASHION BUILDINGS, LLC ("Employer") and LOCAL 482, WESTERN STATES REGIONAL JOINT BOARD, WORKERS UNITED ("Union") as a supplement to the Collective Bargaining Agreement ("Agreement") executed by the same parties this date, and shall have the same Term as said Agreement.

1. Employer, at its discretion may assign, transfer, sell, or otherwise dispose of the Bargaining Unit Agreement and Supplemental Agreement to any person, firm, or corporation so long as the assignee, transferee, purchaser or vendee fully assumes all of the rights, duties, privileges, and the immunities vested herein to Employer. Employer shall thereupon cease to be a party to such Agreements and shall have no further liability of any kind.

2. Employer may, at any time, sell, transfer, assign, or donate any of the properties as further described in Attachment A attached herein where Local 482 Union employees are employed. In the event of any of the above transfers while the above-referenced Agreements are in full force and effect, then Employer shall cause to be effectuated the following:

- (a) Employer will inform the new owner of the property of the Union Agreements and that as a condition of the transfer, the new owner shall be bound by these Agreements.
- (b) If the transfer cannot be completed due to the new owner's unwillingness to assume these Agreements, then the Employer shall first abide by all of the terms and conditions of these Agreements by transferring union employees between properties based upon seniority. Employer shall then cause a payment to be made to all affected employees who will be laid off based upon the following:
 - Each Bargaining Unit Employee who is employed less than five (5) years shall receive a one-time severance payment of \$2,500.00.
 - Each Bargaining Unit Employee who is employed between five (5) years and ten (10) years shall receive a one-time severance payment of \$4,500.00.
 - Each Bargaining Unit Employee who is employed between ten (10) years and fifteen (15) years shall receive a one-time severance payment of \$6,500.00.
 - Each Bargaining Unit Employee who is employed greater than fifteen (15) years shall receive a one-time severance payment of \$8,500.00.
- (c) If the transfer of the property is completed and the new owner assumes the Union Bargaining Agreement but then decides to terminate the affected Employee(s) at any

JF
Union's Initials


Employer's Initials

time after the transfer for any reason whatsoever, then the new owner shall be bound by the same transfer of ownership or severance benefit as stated above.

- (d) Upon the completion of a transfer of one or more properties, any remaining properties held by Employer shall continue to be bound by the original terms and conditions of these current Agreements.
- (e) A transfer of any of the Employer's properties to an affiliate of Employer or any family member of the Employer shall not relieve Employer of any of its obligations under these Agreements.
- (f) Prior to Employer making the payment to Employee(s) referred in Article 2 Paragraph (b) above, Employee must execute a Separation Agreement and Release document. This document allows for the required payment to be made after the eighth (8th) day following the affected Employee(s) execution of the Separation Agreement and Release document.

3. Employer shall no longer be bound to the above-stated Agreements in its entirety or in applicable portions if any one of the following conditions applies:

- (a) If any properties are damaged beyond reasonable repair due to a casualty loss (i.e. fire, earthquake, flood, ground settling or an act of God).
- (b) Employer is considered insolvent and/or bankrupt and files appropriate documents.
- (c) A property is closed down permanently or temporarily by a governing agency due to building code enforcements, environmental conditions, force majeure acts or a pandemic disease.
- (d) Due to economics, it has become unfeasible to operate a property or sell it. The building is then vacated and taken out of operation.
- (e) If the City of Los Angeles or State of California require Employer to seismically retrofit any of the buildings described in Attachment A, Employer will notify Union of the temporary closing of the designated building(s) until such time that the work is completed and the building is restored to a condition where tenants may reoccupy the building. During the temporary closure period, Employer may suspend the employment of the newest hired Employee(s) based upon seniority as further described herein.

[SIGNATURE PAGE TO FOLLOW]

JF
Union's Initials



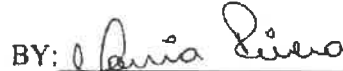
Employer's Initials

ANJAC FASHION BUILDINGS, LLC

WORKERS UNITED, SEIU



BY: Steve Needleman, CEO Dated **DEC 17 2021** **SN**



BY: Maria Rivera, Regional Manager Dated **12/17/21**

JF
Union's Initials

DRS 12/15/21



Employer's Initials

ATTACHMENT "A"

BLDG

<u>#</u>	<u>ADDRESS</u>
04	834 S. BROADWAY, LOS ANGELES, CA
05	818 S. BROADWAY, LOS ANGELES, CA
06	808 S. BROADWAY, LOS ANGELES, CA (See Note #1 below)
08	846 S. BROADWAY, LOS ANGELES, CA (See Note #2 below)
09	117 W. 9TH ST., LOS ANGELES, CA
11	850 S. BROADWAY, LOS ANGELES, CA

Note #1: Union acknowledges and understands that Employer will be adding 808 S. Broadway to the list of buildings where Collective Bargaining Unit Employees may be working on a limited basis even though Employer is not required to include this building since a majority of it is being converted from a commercial property to a residential property. It is understood by all parties that at any time, with thirty (30) days prior written notice to the Union, Employer may discontinue the employment of Collective Bargaining Unit Employee(s) working at this location without penalty or severance pay.

Note #2: Union acknowledges and understands that Employer has added 846 S. Broadway to the list of buildings where Collective Bargaining Unit Employees will be working even though Employer is not required to include this building since it was converted from a commercial property to a residential property. It is understood by all parties that at any time, with thirty (30) days prior written notice to the Union, Employer may discontinue the employment of Collective Bargaining Unit Employee(s) working at this location without penalty or severance pay.

JF

Union's Initials



Employer's Initials