

**AGREEMENT**

**BY AND BETWEEN**

**Crothall Laundry Services  
8190 Murray Avenue, Gilroy, Ca 95020**

**AND**

**Western States Regional Joint Board, Local 75  
WORKERS UNITED, SEIU**

**EFFECTIVE DATES:**

**FROM: June 1, 2021**

**TO: May 31, 2024**

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## **PREAMBLE**

Section 1. This AGREEMENT made and entered into, by and between Crothall Laundry Services, 8190 Murray Avenue, Gilroy, Ca 95020, (“Employer”), and Western States Regional Joint Board, Local 75 Workers United, SEIU (“Union”), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer’s clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union’s status as exclusive bargaining representative of all employees, as defined in Article 1 and the Employer’s right to manage the business profitably.

## **ARTICLE 1 – RECOGNITION**

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all production and linen distribution employees at Crothall Services located in Gilroy, California; excluding all other employees, office clerical employees, sales employees, professional employees, engineers, janitorial, plant and equipment maintenance employees, truck drivers, confidential employees, guards and supervisors as defined by the National Labor Relations Act. The term “production employees” as used herein means all persons, irrespective of title, classification or other occupation, engaged in any work in the processing or handling of merchandise or articles of any kind for the account of the Employer’s customers, except for the exclusions listed above

Section 2 The word “employee” in reference to gender will be neutral in this Agreement but excludes any individual employee employed as a supervisor.

Section 3 No individual agreement with any employee shall supersede any of the provisions of this Agreement unless approved by the Union.

## **ARTICLE 2 – DEFINITIONS**

Section 1. Full-Time Employee: A “full-time employee” is one who regularly works 30 or more hours per week.

Section 2. Part-Time Employee: A “part-time employee” is one who regularly works fewer than 30 hours per week. Once a “part-time” employee completes their probationary period the Employer will notify the Union of the employee and their “part-time” work status.

The Union, upon request, will be provided the names and positions held by “part-time” employees.

Section 2. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, “working day” means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

### **ARTICLE 3 – RESPECT AND DIGNITY**

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or steward or (ii) where necessary to protect the immediate personal safety or property of employees or the Employer or (iii) where another employee is present for interpreting purposes with the permission of the individual receiving the discipline.

### **ARTICLE 4 – NON-DISCRIMINATION**

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer’s employees because of the employee’s race, color, religion, sex, sexual orientation, marital status, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer’s employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer’s and/or client’s premises during the course of the employee’s workday.

Section 2. Gender. The use of pronouns “he” or “she” and the suffixes “men” or “women” shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either’s request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become

applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

## **ARTICLE 5 – MANAGEMENT’S RIGHTS**

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer’s right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to determine and require standards of performance and to maintain discipline, order and efficiency; to determine operating standards, operational and other policies; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract as long as it does not result in the layoff or displacement of employees, except in cases of significant mechanical breakdown, fire, or flood; to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to schedule hours of work, including overtime; to add shifts or terminate existing shifts in accordance with customer need; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

## **ARTICLE 6 – UNION MEMBERSHIP**

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the 30th day following the execution or effective date of this Agreement, or on or after the 30th day following the beginning of their employment, whichever is the later.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in Western States Regional Joint Board, Local 75 Workers United, SEIU.

Section 3 Whenever the Employer requires additional employees for new business

the Employer shall first notify the Union and give the Union twenty-four (24) hours in which to nominate an applicant for the position. The Employer may then select between the nominee of the Union and applicants obtained from any other source upon their relative skill alone, and membership.

Section 4 At the end of each month, the Employer shall notify the Union in writing of all employees, including new hires, hired during that month. The report should be provided in Excel format giving the name, employee ID number, address, cell phone number if available, social security number, date of birth, email address if available, shift, rate of pay, language preference if available and starting date of each ~~new~~ employee new hire or rehired employee.

The Employer will continue to recognize Union membership, dues deduction, and voluntary political contribution authorizations submitted to the Union on written membership application forms, through online deduction authorization. The Union will continue to submit to the Employer a list of members who have authorized payroll deduction and shall provide the Employer with verification that payroll deduction and/or COPE contributions have been authorized by the employee only in the event a question arises about an employee's membership status.

Section 5 The Union shall provide and the Employer shall forward for new or rehired employees a Membership Application and Check-off Card for completion by the new and rehired employees at the time of employment or rehire.

Section 6. The Shop Steward will be introduced to new employees. The Employer will arrange for all newly hired bargaining unit members to attend a Union orientation on Company time and on premises, for no more than thirty (30) minutes, within two (2) weeks of each new employee's date of hire.

Such orientations will be scheduled in consultation with the Union Representative and Shop Steward.

## **ARTICLE 7– DEDUCTION OF UNION DUES**

Section 1 The Employer shall deduct from the pay of all employees covered by this Agreement all Union dues, initiation fees and re-initiation fee; upon receiving written authority from each employee authorizing such deductions. Such deductions thus made shall be forwarded to the Secretary-Treasurer of the Union no later than the tenth (10<sup>th</sup>) of each month for which the deductions are made.

Section 2 In any suit brought by the Union against the Employer to collect Union dues, initiation fees and re-initiation fees that the Employer withheld from the employees' earnings, the Union shall be entitled to recover the fees and dues, interest on the amounts recovered, reasonable attorneys' fees and costs of the suit.

Section 3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money



for Union dues, fees and assessments out of an 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.

Section 4. The Employer shall deduct and transmit to the Treasurer of Workers United, Committee on Political Education (COPE) the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided by the Union. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees and the amount deducted for each employee.

## **ARTICLE 8 – BARGAINING UNIT WORK**

Section 1. Supervisors will not perform bargaining unit work except as traditionally has been performed or when there are no unit employees to perform the work needed, efforts to contact bargaining workers have failed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees nor deprive bargaining unit employees of opportunities for overtime.

## **ARTICLE 9 – LABOR-MANAGEMENT COMMITTEE**

Section 1. The Employer and Union agree that there shall be a Labor-Management Committee consisting of no more than four individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within 15 days after either party so requests, but not more than one time each month. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

## **ARTICLE 10 – SAFETY**

Section 1. General – The Employer shall make reasonable provisions to assure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Company to ensure that all supervisors and associates comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard

communications, lockout/tagout, and bloodborne pathogens. Employees shall be provided with applicable safety and health information.

Section 2. Protective Equipment – The Company shall make available appropriate personal protective equipment at no cost to the employee.

Section 3. Protection from Heat Stress - The Company will provide adequate ice, clean drinking fountains or bottles of cool water and clean cups for employees to use, in hot weather, the Company also will provide a drink supplement such as Gatorade in adequate quantities. The Employer will continue to take reasonable measures to reduce heat exposure and will consider recommendations provided by the Safety Committee.

Section 4. Ergonomics Program - The Employer will take reasonable measures to address ergonomic issues that may arise.

Section 5. Sanitation - Restrooms shall include appropriate lighting, mirrors, and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.

Section 6. Protection from Bloodborne Pathogen:

1. Protective Equipment - For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide, appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee’s clothes, skin, eyes, or mouth, under normal conditions of use. The Company shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

2. Vaccinations – The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

Section 7. Safety Committee – The Company and the Union shall cooperate in implementing an active safety committee. The Committee shall be composed of representatives designated by the Employer and by the Union to meet at least monthly

to investigate and review Health and Safety records, conditions and practices. The Committee shall make constructive recommendations to the Employer to eliminate unhealthy and unsafe conditions and practices. It shall not be a violation of this Agreement for an employee to refrain from performing work assigned to him or her when working would expose such an employee to a hazard presenting a real danger of death or serious injury to him or her.

Section 8. Safety and Health Related Training – The Company shall provide job safety and health related training as required by Federal, State, and Local regulations. Such training shall take place at intervals that comply with the applicable regulations and standards.

## **ARTICLE 11 – VISITATION**

Section 1 During the term of this Agreement, an authorized and previously designated Union representative shall be granted access to the Employer's premises at reasonable times for the purpose of administering this Agreement and observing working conditions. The Union shall designate all such Union representatives in advance in writing forwarded to the Employer. Premises includes the parking lot, back of the building and any area of the property.

Section 2 Prior to arriving at the facility, the Union representative shall notify the General Manager or his/her designee at least 24 hours prior of the representative's intent to come onto the Employer's premises. Immediately upon arrival at the facility, the representative shall announce his or her presence to the General Manager or his/her designee. Union Representatives meeting with employees in the break room area during lunch periods and breaks are not required to give advance notice but must still sign in upon entry.

Electronic Communication. Both parties agree that electronic communications, including but not limited to emails, email attachments, faxes and texts will be accepted as formal notification.

Section 3 The Union representative shall conduct business during normal working hours but shall not meet with an employee except for the shop steward on duty other than during the employee's non-working time, unless such meeting is impossible and has been mutually agreed to. The Union representative shall at all times conduct himself/herself in such manner so as not to conflict with the normal operation of the Employer's business.

Section 4. The parties agree that the Union shall print and distribute copies of this Agreement to covered employees. The Employer agrees to reimburse the Union for one-half the cost of printing up to 400 copies of this Agreement. The cost per copy of this Agreement to the Employer shall not exceed \$1.00.

## **ARTICLE 12 – UNION STEWARDS**

Section 1. There shall be two (2) Union Stewards per shift. The Union shall advise the Employer in writing of the names of Union Stewards. One Union Steward shall participate in each grievance procedure, unless the steward is a Grievant, in which case they shall also be entitled to representation. Union Stewards, unless the Steward is the grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. A Steward may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The Steward shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the Steward's work and the work of the person with whom the Steward wants to meet.

Section 3. No Steward shall have any authority to order or cause any strike, slowdown, or cessation of work, and the Steward shall not interfere with the Manager in the Manager's running of the Unit.

Section 4. If the overall number of bargaining unit employees—either in the total unit, on a specific shift, or in a specific work area—changes significantly, the Parties will meet to discuss the number of Stewards.

Section 5. Upon the Union's request and subject to the Employer's business requirements, union members serving as stewards or alternate stewards under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer but shall not be less than half the number of stewards provided for in this contract, and the time period for such group training leave shall not exceed two days in any month or four days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than five working days.

Section 6. Union Chief Stewards shall be released from duties with no loss of pay for no more than two (2) hours each month in order to speak with or meet with a Union Representative for purposes of training and contract administration. Scheduling of such release time will be subject to management approval.

## **ARTICLE 13 – SENIORITY**

Section 1 Seniority shall be based on the length of continuous employment with the Employer. Reduction of the working forces, layoffs, recalls from layoff, assignment of shifts, and assignment of overtime shall be in accordance with seniority provided the senior employee is qualified to meet the standards of the assignment in the classification.

In the event of a layoff, the least senior employee in the classification will be laid off first. If that employee has worked for the Employer in another equally paid or lower paid classification, the laid off employee may bump the least senior employee in that classification. The most senior employee in the classification on lay off will be recalled first.

### Section 2

A. If two (2) or more employees apply to fill a vacancy, or in all cases of layoff or recall of employees, the following factors shall be considered by the Employer as detailed in Section "B" of this Article in filling such vacancy or in determining the order of layoff and recall shall be length of seniority, knowledge, skill, and performance.

B. Where factors are equal as to the employees applying for a vacancy or in determining the order of layoff or recall, then length of seniority will govern. This Section shall apply only to employees who have completed the probationary period.

Section 3 If an Employee is temporarily transferred to a location with a higher rate of pay, the Employee will be entitled to the higher rate retroactive to the first hour. The maximum length of transfer will be twelve (12) weeks. Employees transferred permanently to another classification shall be so notified as to the reason for such transfer. The Employer shall provide written notification of such transfer upon request of the employee

Section 4 Seniority of an employee shall be lost when the employee:

- 1) is discharged for cause;
- 2) quits or resigns;
- 3) is not rehired within twelve (12) months after layoff,
- 4) fails to report to work within seven (7) calendar days after being recalled from layoff; however, if an employee fails to report because of bona fide reasons such as a serious illness or jury duty which must be verified upon request, he/she shall be kept on the seniority list and shall be the next employee recalled if he/she promptly notifies the Employer of his/her ability to return from layoff and meets the requirements in (3) above; or
- 5) is absent from work for three (3) consecutive working days without notification to the Employer.

## **ARTICLE 14 – PROBATION**

Newly hired employees shall be deemed to be probationary during their first 60 calendar days. Days lost from work during the 60 calendar day probation period shall not be considered in computing the 60 day calendar period and shall not break the continuous

employment. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

## **ARTICLE 15 – JOB POSTING**

Section 1. Any new position or vacancy, as determined by management, shall be posted on bulletin boards that the employees read from, for not less than seven consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the General Manager or authorized designee. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven five calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within five working days of the closing of the posting.

Laundry Worker and Soil Sort shall be limited to one posting to allow for possible shift change. Management will be free to simultaneously recruit and fill the job from the outside, if there are no qualified employees on lay-off status. The current employee in the same classification seeking shift change would be granted the shift change, and the position being vacated would be awarded to the newly hired employee.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position. Copies of all postings shall be given to the Chief Steward on site and sent to the Union office. Copies of completed postings shall be given to the Chief Steward and sent to the Union office within 10 working days of the bid award.

Section 3. All such vacancies shall, as determined by management, be filled by awarding the position to the most senior qualified employee who bids for that position and has not been awarded a position within the last six months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in a maximum of two weeks, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy for up to 10 working days.

Section 4. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last six months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. Any employee filling a job classification covered by this Agreement from a lower-paid classification shall be on a trial period for the first 30 calendar days of employment in the new classification. If at any time during such trial period the Employer determines that the employee cannot meet the job requirements, the Employer may return the employee to that employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to their former position shall not be subject to any progressive discipline procedure.

Section 6. There shall be no restrictions on temporary or lateral transfers or transfers into a lower paying classification, as long as the Employer maintains the employee's current rate of pay. Whenever an employee is transferred to a lower paying job for their convenience (for example in lieu of layoff, bid on a lower paying job, etc.), the employee shall be paid the rate of the job immediately.

## **ARTICLE 16 – LAYOFF AND RECALL**

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be on the basis of the employee's Classification Seniority with the Employer. The employee with the least seniority in the classification affected shall be the first to be laid off.

Section 2. Employees shall be given 14 calendar days notice, if possible, in cases of layoff.

Section 3. Laid off employees shall be given preference in reemployment if qualified. In the event of recall, employees shall be recalled in the reverse order of the layoff.

Section 4. The affected employee(s) may exercise one of the following options:

a) The employee may bump a less senior employee in the same or lower pay grade within their respective classification, or the employee may bump a less senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification. The employee so displaced may bump the least senior employee in the same or lower pay grade within their respective classification, or that employee may bump the least senior employee in his or her former classification if his or her seniority in the former classification exceeds that of the least senior employee in that classification.

b) The affected employee(s) may opt to fill a vacancy in their own or lower pay grade in any classification if, in the Employer's opinion, they are qualified and have the ability to perform within that classification.

c) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

d) When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.

e) For the purposes of recall notification the Employer shall notify the employee by a reliable, documented, means at the last known address supplied by the employee. Employees must notify the Employer within five working days of the date the message was received of their intent to report to work after notification. Employees shall report to work within three working days after indicating their willingness to be reinstated.

## **ARTICLE 17 – LEAVES OF ABSENCE**

Section 1. Upon written notice to the Employer, an employee with at least one year of service may apply for a personal leave of absence of up to 90 calendar days. An employee must submit a written request at least 30 calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for 30 calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of 14 calendar day's notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer's legitimate business needs. The Employee shall give a minimum of 14 calendar day's notice of such request. Such leave shall not exceed 90 calendar days. No more than two employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee's benefits during such leave provided that the Union and/or the employee reimburses the Employer in full for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 3. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of 90 days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use their seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than 90 days. Employees returning from personal leaves of more than 90 days shall be entitled to fill an existing vacancy that is



consistent with their seniority and qualifications.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2.

Section 8. CALIFORNIA FAMILY-SCHOOL ACT. The Company will follow the law in regards to the California Family School Act.

## **ARTICLE 18 – IMMIGRATION AND CULTURAL DIVERSITY**

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by Homeland Security without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to 60 calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

### Section 2.

a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the social security number is valid and the employee is authorized to work in the United States.

b) In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within 48 hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

c) A "no match" letter from the Social Security Administration (SSA) shall not in itself constitute a basis for taking any adverse employment action against an employee or requiring an employee to re-verify work authorization. Upon receipt of such a letter, the Employer shall provide the employee and the Union with a copy of the letter (provided that the letter contains no social security or other confidential information about other employees, and if so, such information shall be redacted) and inform the employee that he/she should contact SSA. It is expected that the employee will have at least 60 calendar days to correct the problem. If the problem is not corrected within 60 calendar days, the employer shall send a notice to the Union and the employee notifying them that the problem remains unresolved. If the problem has not been resolved within 30 calendar days of this notice, the Employer will meet with the Union and the employee concerning next steps.

d) In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within 9 months, the employee shall be rehired into the next available position with seniority reinstated, at a rate including any raises he/she would have received in the interim. If such employee

corrects the problem within nine months, the employee will receive preference for reemployment. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.

Section 3. In the event that the Employer is served with a validly executed Homeland Security Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 4. Should a Homeland Security agent demand entry into the Employer's premises or the opportunity to interrogate, search, or seize the person or property of any employees, then the Employer shall comply with the ICE demand and immediately notify the Union Steward.

Section 5. In no event shall any portion of this Article be interpreted or applied to require the Employer to take any action in violation of the IRCA or any other applicable laws.

Section 6. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves.

Section 7. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.

Section 8 If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.

Section 9. If the primary language for more than 25 employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

## **ARTICLE 19 – DISCIPLINE & DISCHARGE/JUST CAUSE**

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven business days after learning of the circumstances on which the discipline is based, unless there exists a justifiable business reason for a reasonable extension of this period. The Employer will send copies to all disciplinary notices to the Union office within 7 calendar days of such notice being issued. Email notices to [akato@wsrjb.org](mailto:akato@wsrjb.org) or via USPS to 6060 Freeport Blvd., Sacramento, Ca 95822.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of up to three scheduled work days.
- d) Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve months.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

Section 6. Absence and tardiness issues shall be considered together on a separate

track from other disciplinary issues.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

### Section 1 – Definition:

A) A “grievance” is defined as a claim by the Union or an employee that the Employer has violated a specific provision of this Agreement. This grievance procedure shall be the exclusive means for resolving grievances.

### Section 2 – Procedure:

#### Step 1

The first step will be for the grievant and his/her supervisor to attempt to resolve the grievance with the assistance of the Shop Steward.

#### Step 2.

If the first step meeting fails to resolve the grievance, it will then be reduced to writing and submitted by the Union within thirty (30) days of the occurrence. If the grievance is not reduced to writing within thirty (30) days it shall be considered null and void and no further proceedings shall take place. However, the company will provide a written answer within ten (10) calendar days on the resolution or the denial.

#### Step 3.

If the grievance is denied, the Union Representative, Plant Manager, Shop Steward and Grievant will meet and attempt to resolve the dispute within ten (10) calendar days.

#### Step 4

If the matter is not resolved at the 3<sup>rd</sup> step, an Officer of the Union, the General Manager, Shop Steward, and Grievant shall meet to attempt to resolve the dispute within ten (10) calendar days.

#### Step 5

If the matter is not resolved at the fourth (4th) step of the grievance procedure, the parties may mutually agree to mediate the grievance or dispute. Such mediation shall take place within thirty (30) days after the fourth (4th) step answer, unless the parties mutually agree to extend the period. Should a resolution not be reached, then the parties can proceed to arbitration as provided below.

#### Step 6

The arbitrator will be selected by mutual agreement. The decision of the designated arbitrator shall be final and binding. The arbitrator does not have any power or authority to change the content of this Agreement nor to add to or go outside the terms of this Agreement.

It is hereby agreed that the cost of the arbitrator shall be borne equally by the Union and the Company.

## **ARTICLE 21 – HOURS OF WORK AND OVERTIME**

Section 1. Eight (8) consecutive hours, excluding the one-half hour unpaid lunch period, shall constitute the regular shift or work day.

Section 2. Overtime Any work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, shall be paid for at the rate of time and one-half. There shall be no reduction in an employee's hours for the purpose of evading the payment of overtime.

Section 3. The Employer has the right to require employees to work extra hours or overtime as may be necessary to meet operating requirements. In the event extra hours or overtime is required, the Operations Manager or his designee shall use the volunteer procedures below in the order in which they appear:

- a) If the employee is at work and it is within their classification, they will be asked.
- b) Volunteers will be asked beginning with the most senior qualified employee.
- c) The least senior qualified employee will be required to perform the work. If the least senior employee refuses the overtime/extra hours assignment, the Employer is free to fill the position from any available source. The least senior employee refusing overtime/extra hours may be subject to discipline, on the 3<sup>rd</sup> refusal to work the overtime/extra hours.

Section 4. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day.

Section 5 – Rest Periods: The Employer shall permit all employees to take rest periods, which insofar as practical shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof worked. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3-1/2) hours. When there are two (2) hours or more of overtime a ten (10) minute break shall be given at the end of the workers normal shift. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

### Meal Periods:

1. All employees who work at least five (5) consecutive hours in a shift shall be required to take one-half (1/2) hour for lunch. No employee shall be required to work more than five (5) consecutive hours without a meal.

2. All employees shall be required to punch out and in during the lunch break.

### Section 6. Work Week Changes

a. Temporary. Notice of any temporary change is starting time shall be communicated to the affected employee(s) prior to the first day of the temporary change, either by posting or otherwise.

b. Permanent. In the event there is a permanent change in the normal workweek, affected employee(s) shall be provided at least two (2) week's advance notice before the change becomes effective. Should the Company desire to change the work week for a department or the plant, the Company will notify the Union and discuss the implementation of such change prior to its adoption. When such change results in more than one (1) schedule of work hours for a position, employees occupying such position on the same shift may choose their schedule by seniority. The Company will endeavor to reasonably accommodate employees with short-term difficulties that may be experienced due to a permanent change in the normal workweek.

c. In the event the Company wishes to initiated a four (4) day ten (10) hour per day workweek, in all or a segment of the Company's operation, the Company shall discuss the issue with the affected employees and determine their sentiment regarding such work schedules by means of a secret ballot pursuant to State Law. The Company shall notify the Union of the results of the election.

Section 7. Notification of required OT shall be given to employees prior to two (2) hours before the end of their shift for required OT that day or 24 hours in advance of required OT on their scheduled days off.

## **ARTICLE 22 – WAGES**

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. Any employee temporarily changed from a higher to a lower classification shall be paid at the rate of the higher classification, and any employee temporarily changed from a lower to a higher classification shall be paid at the rate of the higher classification during the time worked in such higher classification

Section 3. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 4. If the Employer's payroll system permits, employees shall be paid on a weekly basis on Fridays before the end of their regular shift.

Section 5. Employees may participate in the Employer's direct deposit system on a voluntary basis.

Section 6. The Employer has the right to establish new job classification(s) and change(s) in an existing job classification that would be appropriately within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give seven calendar days notice to

the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification prior to offering such job classification for posting. The Employer shall meet with the Union to discuss the new or changed job classification. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed to by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

Section 7. No employee shall suffer a reduction in their present rate of pay by reason of the execution of this Agreement.

Section 8. Hazard Pay. In the event of public emergency declared by local, state or federal government agencies, both sides will discuss hazard pay in the event workers must work during a stay at home order or business is deemed essential.

## **ARTICLE 23 – REPORTING PAY**

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half of their regularly scheduled hours at their applicable rate on a day they are required to report to work, unless the Employer notifies them not to report to work at least two (2) hours in advance by calling them at their last known telephone number provided by the employee to the Employer or by public announcement. This section shall not apply in cases of fire, flood, natural disaster, utilities failure, or an Act of God.

Section 2. Section 1 of this Article shall not apply to required vaccinations provided by the employer at the Employer's premises. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent at the applicable rate for their regular job classification.

## **ARTICLE 24 – CALL-IN EMERGENCY**

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call in emergency.

Section 2. Payment for time worked on call in emergency shall not be less than one-half the employee's regularly scheduled hours at the employee's regular pay. Employees shall perform any such tasks as assigned.

## **ARTICLE 25 – HOLIDAYS**

Section 1. All full-time, non-probationary employees of the bargaining unit shall be entitled to the paid holidays each year,

New Year's Day	Thanksgiving Day
4 <sup>th</sup> of July	Christmas Day
Labor Day	2 Floating Personal Holiday

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. The employee shall have the following options:

Schedule another day off with pay within 3 weeks of the holiday, receive the day's pay in the next paycheck, or work the Holiday and receive holiday pay plus hours worked at employee's regular rate.

Section 3. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 4. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

## **ARTICLE 26 – VACATION**

Section 1. All full-time, employees shall be eligible for vacation. Vacation shall be determined based on length of service as follows:

a) After the employee's first (1<sup>st</sup>) year of service, the employee shall receive one (1) week of paid vacation.

b) After the employee's second (2<sup>nd</sup>) year of service, the employee shall receive two (2) week of paid vacation.

c) After the employee's seventh (7<sup>th</sup>) year of service, the employee shall receive three (3) week of paid vacation.

d) After the employee's fourteenth (14<sup>th</sup>) year of service, the employee shall receive four (4) week of paid vacation

e) Vacations may be taken in one hour increments. There shall be no pay in lieu of vacation. There will be no unpaid vacation if vacation time is available to be taken.



Section 2 The Employer shall post a vacation list November 1<sup>st</sup> and employees shall select their vacation by seniority. However, those employees who do not select by December 15<sup>th</sup> shall not have preference regardless of their seniority. A copy of the vacation schedule will be sent to the Union on December 31<sup>st</sup> of each year.

Section 3 Employees shall become eligible after completing probation for the specified vacation amounts. Although Seniority shall be determined in accordance with Article 13 Seniority), the initial award of vacation to an employee under this Agreement shall occur when vacation is accrued following the implementation of this Agreement.

Section 4. Vacation earned under this Agreement may be carried over from year to year to a maximum of 160 hours.

Section 5. Vacation shall be paid at a rate of the individual employee's regular rate of pay multiplied by their regularly scheduled hours.

Section 6. Employees whose employment terminates shall be paid all current year vacation on a pro-rated basis.

Section 7. On or shortly after an employee's anniversary date, the Employer shall provide to the employee a report showing the employee's available vacation days for the next year.

Section 8. If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a monthly basis a report indicating each employee's available vacation.

## **ARTICLE 27 – SICK LEAVE**

Employees shall be granted forty (40) hours of sick leave on January 1 of each calendar year. Employee shall be eligible for sick leave pay upon notifying the Employer that an absence was due to illness, with pay starting on the first day of the absence. A doctor's note may be required after three (3) days of illness. Any unused sick leave will be paid to the employee the first (1<sup>st</sup>) week in December. The Company will comply with the California law in regards to sick leave.

## **ARTICLE 28 – 401 K**

Section 1. The Employer will contribute ten (\$0.10) cents per compensated hour per employee to the National Plus Plan 401(k) program administered by the Union or its affiliate for employees of one (1) year or more who contribute at least ten (\$0.10) cents per compensated hour to the program. Subject to the requirements of the Employer's payroll system and any applicable participation agreement, the Employer agrees to take payroll deductions and disburse them to the National Plus Program in accordance with

individual employee authorization.

Section 2. Promptly upon ratification of this Agreement, the Employer and the Union shall take all necessary and appropriate steps to give effect to the preceding section in this Article.

## **ARTICLE 29 – INSURANCE**

**Section 1.** Effective September 1, 2018, employees will become eligible for the Food Service plan administered by Amalgamated National Health Fund.

**Section 2. Eligibility.** An eligible employee is one who is on the payroll of the Employer on the first day of each calendar month and enrolls in healthcare during the parties' agreed upon annual open enrollment period. In addition, if an eligible employee has a qualifying event such as marriage, childbirth, adoption, etc. the employee will be allowed to enroll outside the open enrollment period. The first payment for new employees, who are hired who are not yet members of the bargaining unit who register for health insurance within thirty (30) days after the start of their employment, shall be on the first day of the first calendar month following the employee's first thirty (30) calendar days of employment.

**Section 3. Contribution Amounts.** For coverage effective November 1, 2021, eligible employees who register during open enrollment, the annual monthly premium is \$892 per month for the purpose of providing hospitalization, medical, prescription drug and vision coverage. Effective June 1, 2022, this annual monthly premium shall be increased to \$937 per month. Effective June 1, 2023, this annual monthly premium shall be increased to \$984 per month.

Effective September 1, 2018, eligible employees will be required to contribute twenty (20%) percent of the total contribution amounts listed above for each year of the contract.

**Section 4. Opt Out.** All eligible employees who meet the eligibility requirements set forth in Section 2 above must provide proof of health insurance under an alternate Plan, in order to opt out of the coverage above. The Employer and the employee will not be responsible for the monthly contributions to the Fund.

**Section 5. Payments.** All premiums due shall be payable not later than the tenth (10th) day of each calendar month.

**Section 6. Insurance Trust.** The Employer shall be subject to the provisions of the presently existing Insurance Trust and the action of the Trustees in reviewing and/or amending the provisions of such Trust on all matters with the exception of contribution rates which are covered above.

The Employer agrees that if it becomes necessary in the discretion of the Trustees to take any legal steps to collect the above referred-to subscription during the term of this Agreement for any reason whatsoever, the Trustees may collect from the Employer in

any such legal proceedings, besides all amounts due hereunder, all costs involved in any such acts, and a reasonable amount for attorney's fees to be fixed by the appropriate court.

## **ARTICLE 30 – TRAVEL ALLOWANCE**

Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

## **ARTICLE 31 – BEREAVEMENT LEAVE**

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three scheduled work days for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

Section 3. For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner, children or step children, children of employee's domestic partner, parents or legal guardian, brother, sister, step siblings, grandparents, grandchild, aunt, uncle, current mother-in-law, and current father-in-law .

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above.

## **ARTICLE 32 – JURY DUTY**

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed 20 working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and that of the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

## **ARTICLE 33 – BULLETIN BOARDS AND BUTTONS**

Section 1. The Employer shall permit the Union the reasonable use of a bulletin board

for the purpose of posting information. Copies of postings shall be provided to the Unit Manager in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's client(s).

Section 2. Employees shall be permitted to wear a Union button while performing their duties, provided the wearing of such button does not pose a hazard to the public, the employee, or machinery, and the button is not inflammatory, defamatory, or disparaging toward the Employer or the Employer's client.

## **ARTICLE 34 – UNIFORMS**

Section 1. The Employer shall supply all regularly scheduled employees with the required uniforms, including specific footwear, if required, which will be replaced one-for-one on an as-needed basis. The employees must wear other clothing and footwear as determined by the Employer.

Section 2. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 3. If an employee destroys, damages, or loses their uniform, the employee will be responsible for the cost of replacement.

Section 4. Employees must wear the uniform as directed by the Employer.

Section 5. Except for a one-inch Union button as provided in this Agreement, no non-uniform apparel shall be worn.

## **ARTICLE 35 – NO STRIKE/NO LOCKOUT**

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Employer during the life of this Agreement. Employees retain the right to refuse to cross a picket line in those instances where a lawful primary picket line has been established by Western States Regional Joint Board Workers United, SEIU at the facility as a result of the Employer's decision to become an ally of an employer other than Sodexo involved in a labor dispute by performing struck work at the facility covered by this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article.

Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

## **ARTICLE 36 – SUCCESSORS**

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

## **ARTICLE 37 – SAVINGS CLAUSE**

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate for the invalidated portion thereof.

## **ARTICLE 38 – TOTAL AGREEMENT**

Section 1. It is understood and agreed that this Agreement includes and constitutes the sole and entire Agreement between the parties regarding all subjects or matters related to collective bargaining. This Agreement supersedes all prior agreements, understandings, and practices, oral or written, express or implied, between the parties, and shall not be changed or modified unless such change or modification is agreed to by both parties in writing.

Section 2. The parties acknowledge and agree that during the negotiations that resulted in this Agreement, each had the full right and opportunity to make demands and proposals regarding any subject or matter related to collective bargaining and that demands or proposals that were or could have been made but were not achieved are considered disposed of without Agreement.

**ARTICLE 39 – DURATION OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect as of June 1, 2021, and shall be in effect up to and including May 31, 2024. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give reasonable notice of such intent.

Section 2. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a “Cooling-Off Period” during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of 60 days, unless extended by mutual agreement of the parties. Economic improvements contained in a successor agreement that become effective upon the effective date of the successor agreement shall be retroactive to the expiration date of this Agreement, unless the parties otherwise mutually agree.

IN WITNESS WHEREOF, Crothall and the Western States Regional Joint Board, Local 75, Workers United, SEIU, have caused this Agreement to be signed by their duly authorized representatives as of this 1<sup>st</sup> day of June 2021.

**Crothall Laundry Services**  
**8190 Murray Avenue, Gilroy, Ca**

**Western States Regional Joint Board,**  
**Workers United, SEIU**

**Michael Barner**  
**CEO**

**Maria Rivera**  
**Regional Manager**



**Date**  
1/10/2022

**Date** 1/10/22

## APPENDIX “A”

### Section 1. Job Rates:

Classification	Current	7/1/2021	7/01/2022	1/01/2023	7/01/2023	1/01/2024
Hourly Increase		<b>\$1.75</b>	<b>\$0.50</b>	<b>\$0.50</b>	<b>\$0.50</b>	<b>\$0.50</b>
Weigh Master	<b>15.80</b>	<b>17.55</b>	<b>18.05</b>	<b>18.55</b>	<b>19.05</b>	<b>19.55</b>
Washroom/Dryer/ CBW Department	<b>15.80</b>	<b>17.55</b>	<b>18.05</b>	<b>18.55</b>	<b>19.05</b>	<b>19.55</b>
All Production	<b>14.30</b>	<b>16.05</b>	<b>16.55</b>	<b>17.05</b>	<b>17.55</b>	<b>18.05</b>
Soil Sort	<b>14.80</b>	<b>16.55</b>	<b>17.05</b>	<b>17.55</b>	<b>18.05</b>	<b>18.55</b>
Pack Room	<b>14.80</b>	<b>16.55</b>	<b>17.05</b>	<b>17.55</b>	<b>18.05</b>	<b>18.55</b>
Shipping Cart Make- Up	<b>14.80</b>	<b>16.55</b>	<b>17.05</b>	<b>17.55</b>	<b>18.05</b>	<b>18.55</b>
Steam Tunnel / COG	<b>14.30</b>	<b>16.05</b>	<b>16.55</b>	<b>17.05</b>	<b>17.55</b>	<b>18.05</b>

### Section 2. LEADS

Leads will be paid \$1.00 an hour more than the established base rate.

### Section 3. NEW HIRES

The Employer will pay Federal or State minimum wages should such rates increase in a rate above the introductory rate.