

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WORKERS UNITED WESTERN STATES REGIONAL JOINT BOARD,
LOCAL 52**

AND

MEDICO HEALTHCARE LINEN SERVICE

**(covering employees represented by the Union and employed by
the Company at Cedars Sinai)**

September 1, 2024 - May 31, 2024

AGREEMENT

This Agreement is entered into by and between Western States Regional Joint Board, WORKERS UNITED hereinafter referred to as the "Union", and MEDICO HEALTHCARE LINEN SERVICE., hereinafter referred to as the "Employer".

ARTICLE 1 - RECOGNITION

Section 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all production, janitorial, and linen distribution employees employed by it at Cedar Sinai Hospital at the following addresses: 8700 Beverly Blvd, Los Angeles, CA 90048 and 4650 Lincoln Blvd, Marina Del Rey, CA 90292; excluding all other employees, office clerical employees, sales employees, professional employees, engineers, plant and equipment maintenance employees, truck drivers, confidential employees, guards and supervisors as defined by the National Labor Relations Act. The terms "Distribution Worker" and "production and janitorial 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 including their janitorial care for the account of the Employer's customers, except for the exclusions listed above

Section 1.2 The word "employee" in this Agreement includes both male and female but excludes any individual employee employed as a supervisor.

Section 1.3 A supervisor is a person immediately in charge of and directing the work of covered employees. A Supervisor can only do bargaining unit work in case of an emergency or in the training of new personnel.

Section 1.4 No individual agreement with any employee shall supersede any of the provisions of this Agreement unless approved by the Union.

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 The Employer and the Union shall comply with all applicable laws prohibiting discrimination in employment because of race, color, religion, age, sex, national origin, sexual preference, gender identity or expression, genetic characteristics, physical or mental handicap, medical condition (as defined by California law) or marital status.

ARTICLE 3 - UNION MEMBERSHIP

Section 3.1 It shall be a condition of employment that all employees who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union.

Section 3.2 It shall also be a condition of employment that all employees hired on or after the execution date of this Agreement shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the

Union.

Section 3.3 The Union will advise the Employer when it has suitable candidates for hire. Provided it does so, whenever the Employer requires additional employees for work 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. Should the Employer need to hire workers prior to the 24 hour required notification they will notify the Union Representative via electronic mail and /or telephone call.

Section 3.4 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, social security number, date of birth, email address, shift, rate of pay, language preference and starting date of each employee, new hire or rehired employee.

Section 3.5 The Union shall provide and the Employer shall forward to new or rehired employees Employment Acknowledgement Forms for completion by the new and rehired employees at the time of employment or rehire.

The Employer will continue to recognize Union membership, dues deduction, and COPE contribution authorizations submitted to the Union on written membership application forms, or 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 3.6 If California becomes a Right to Work State, the Employer will arrange for newly hired bargaining unit members to attend one Union orientation during lunch time and on Company premises, for no more than thirty (30) minutes, with the Union having access to meet individuals who have been employed for 90 or more days, and who have not yet attended an orientation session, on a mutually agreeable day, at one Company facility each month, on a rotating basis (e.g., there would be one mutually scheduled session in month 1 at Medico Long Beach; month two at RMC Long Beach, month 3 at RMC Los Angeles, etc.).

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

ARTICLE 4 - UNION REPRESENTATION

Section 4.1 Authorized representatives of the Union shall have access to the premises of the Employer to transact necessary Union business, provided access is in compliance with Company rules, and provided further that such rules do not interfere or hamper the Union representative in his transaction of Union business. It is agreed that representatives will conduct their business during normal working hours in such manner so as not to conflict with the normal operation of the Employer's business.

ARTICLE 5 - SENIORITY

Section 5.1 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, days off 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. Employees that are laid off due to a declared public emergency shall not lose their seniority for the purposes of recall for up to 24 months.

In the event of a layoff, the least senior employee in the classification will be laid off first. The laid off employee may bump the least senior employee in another classification, if they have worked in that position and have demonstrated they have the ability. The most senior employee in the classification on lay off will be recalled first.

Section 5.2

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 5.3 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 5.4 Seniority of an employee shall be lost when the employee:

1. is discharged for cause;
2. quits or resigns;
3. is not rehired within (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.

Section 5.5 Probationary Employees: New employees shall be considered probationary employees for a period of ninety (90) calendar days from their dates of hire. Upon mutual agreement of the Union and the Employer the probation period of an employee may be extended by thirty (30) days. A probationary employee shall have no seniority rights but shall acquire seniority from the date of hire upon completion of the probationary period. If two (2) or more employees are hired on the same date, they shall have equal seniority.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 6.1 The Employer retains, solely and exclusively, all of the rights, powers and authority that it exercised or possessed prior to the execution of this Agreement, except as expressly limited by an explicit provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer and not abridged by this Agreement include, but are not limited to, the following: the right to hire, promote, demote, transfer, layoff and recall; to assign and reassign duties; to determine working hours, shift assignments and days off; to direct the workforce; to maintain good order and efficiency; to discharge, suspend, discipline, promote and demote employees; to establish rules and regulations not in conflict with this Agreement governing the conduct of employees on Employer time or on Employer property; to establish work standards and schedules of operations; to determine the size and composition of the workforce, to determine, maintain, change, revise or discontinue the types of operations, and the methods, processes, materials and equipment to be employed; to discontinue all or any part of its operation; to lease, sell or otherwise dispose of all or any part of the Employer's plant or equipment; and to increase or decrease the operations.

The foregoing enumeration of management rights shall not be deemed to be all inclusive but shall merely indicate the type of rights which shall belong to and are inherent in the management of the Company. Neither the failure of the Company to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting management's discretion in any manner.

Section 6.1 Rules and regulations for the conduct of business, such as the Employer shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all Employees.

New rules and/or changes in existing rules shall not become effective until seven (7) working days after they have been posted with a copy forwarded to the Union. Such rules and regulations shall be posted in a conspicuous place by the Employer or they may be issued to Employees in the form of a manual.

ARTICLE 7 - WORK STOPPAGES

Section 7.1 There will be no strikes, lockouts, work stoppages, picketing, sit down strikes, sick-outs, sympathy strikes, boycotts or slowdowns during the term of this Agreement. The Union agrees to support the Employer fully in maintaining operations in every way. If picketing is occasioned by persons or organizations other than the Union and is officially and specifically sanctioned or approved by all three (3) of the following:

- A. The Central Labor Council of Los Angeles County;
- B. Workers United International Union; and
- C. The Western States Regional Joint Board Workers United

Then Employer's Labor Relations Manager and the Regional Manager of the Union shall

meet to discuss the situation within forty-eight (48) hours.

Section 7.2 - Judicial Remedy: The Employer may immediately institute judicial proceedings to obtain an appropriate remedy for any violation of this Article. Nothing in this Article is intended to authorize, or should be read as authorizing, injunctive relief not otherwise available.

ARTICLE 8 - UNION STEWARDS

Section 8.1 The Union may appoint three (3) members of the bargaining unit to serve as Union stewards, one (1) on each shift. Union stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of their selection. Union stewards shall have the right to receive complaints from employees and to assist in the adjustment of such complaints with the appropriate management representative..

Section 8.2 Stewards will conduct Union business only during breaks or other non-working times. Stewards in case of layoffs shall have Super Seniority.

ARTICLE 9 - BULLETIN BOARD

Section 9.1 The Employer shall designate a bulletin board for the posting of notices regarding Union business, such as meetings, Union election results and educational and social events. The bulletin board shall be at least two (2) by three (3) feet and shall be placed in a conspicuous location.

ARTICLE 10 - HOURS AND OVERTIME

Section 10.1 -Guaranteed Work Week: Employees shall be guaranteed thirty eight (38) hours at their average earned hourly rate. In any condition beyond the Employer's control, such as, but not limited to, an act of God, loss of business, a fuel or power shortage, earthquake, strikes, an act of Government or other similar causes, the Employer may reduce the guaranteed work week to not less than thirty-two (32) hours. Before reducing the work week, the Employer shall give one (1) week's written notice to the Union, except in emergencies, in which case telephone notice may be given. Application of this Article shall be subject to Article 34, Disputes, Grievance and Arbitration

Section 10.2 - No Pyramiding: There shall be no pyramiding or duplication of overtime or premium pay for the same hours worked.

Section 10.3 - Hours Worked: Only hours actually worked shall be considered hours worked for purposes of computing overtime pay.

Section 10.4 - Definitions:

A. A "workday" is a twenty-four (24) hour period beginning at the same time every day. An employee's first (1st) workday in a workweek begins at the same time as the start of the workweek.

B. A "workweek" is a period of seven (7) consecutive workdays, beginning at the same time each day

Section 10.5 - Overtime

A. Except as provided in this Article, all hours worked in excess of eight (8) in a workday or forty (40) in a workweek shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Hours worked in excess of 12 hours per day will be paid at (2 X) the employees regular rate of pay. Employees will have a maximum requirement of four (4) hours of overtime during any single shift. This provision shall not prevent voluntary overtime in excess of four (4) hours. A sign-up sheet for overtime will be posted and employees who have signed up will be given preference for overtime hours on the basis of seniority and qualifications

B. If the Employer adopts a ten (10) hour schedule at the Employer's option for designated employees, all hours worked in excess of ten (10) in a workday or forty (40) in a workweek shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay

C. The Employer shall announce to employees as early in the shift as possible, but not later than the lunch period, if it expects employees will have to work overtime. Overtime will be assigned on the basis of seniority with due regard for employee hardship.

Section 10.6 - 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 ten (10) 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.

Section 10.7 - Meal Periods:

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

B. All employees shall be required to punch out and in during the lunch break in the event the lunch break exceeds one-half (1/2) hour, or if the employee elects to leave the building for any reason during his/her lunch break.

Section 10.8 - Absences: An employee who is unable to report for work shall notify his/her supervisor at least one (1) hour in advance of his/her regular starting time. If the supervisor is unavailable, the employee shall notify the General Manager. When reporting the absence, the employee shall describe the reason. Employees may not satisfy this requirement by reporting an absence to another bargaining unit employee.

ARTICLE 11 - WAGES AND PREMIUMS

Section 11.1 - Wage Schedule: The wage rates and job classifications for all bargaining unit employees are set forth in Appendix A attached hereto.

Section 11.2 - Shift Differential: In the event it becomes necessary for the Employer to establish more than one (1) shift, the Employer shall pay all employees working the

second (2nd) shift five cents (5¢) per hour above the classification rate.

Section 11.3 - Reporting Pay:

A. If an employee is required to and does report to work but is not put to work or is furnished less than one-half (1/2) of the usual or scheduled day's work, he/she shall be paid for one-half (1/2) of the usual or scheduled day's work, but not less than three (3) hours at the employee's classification rate of pay, except as hereinafter provided in Article 30, in case of breakdown.

B. If an employee is required to report for work a second time in a workday and is furnished less than two (2) hours of work, he/she shall be paid three (3) hours at time and one-half (1-1/2x) the employee's classification rate of pay.

Section 11.4 - Regular and Part-time Employees:

A. Regular employees are those employees who are guaranteed thirty-eight (38) hours per week. Employees working less than (30) hours per week are part-time employees and shall not be covered by the conditions set forth in this Agreement. Before an Employer seeks relief in the form of a reduction of the guaranteed workweek, all part-time employees must be on lay-off. Employees, employed as of January 1, 2023 will have super-seniority over any part-time employees and will not be laid-off while the Employer has part-time employees working.

B. The Employer shall file with the Union each month, with the check-off sheet, the names and jobs held by all part-time employees. Any part-time employees not so filed shall be considered as full-time employees for all purposes.

C. Nothing in this Agreement shall prevent the Employer from establishing a part-time shift when there is an insufficient volume of work to routinely operate said shift over thirty (30) hours per week.

Section 11.5 - Clocked Time: Time records, clocks or other recording devices will be maintained by the Employer for all employees showing the actual time and employment begins and ends each day, the hours worked for the day, and the total hours for the pay period. Employees shall not clock in after their start time. Time records used to determine the amount of pay, shall be kept on file for the number of years required by both Federal and State laws or at least four (4) years. The Employer shall keep full and accurate records of excuses for illnesses and other absences.

Section 11.6 Hazard Pay: In the event of a 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 12- HOLIDAYS

Section 12.1 - Holidays Observed: The following shall be observed as paid holidays, subject to the eligibility requirements stated below:

New Year's Day	One (1) Floating Holiday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day
Christmas Day		

Section 12.2 - Eligibility:

- A. After completing their probationary period, full-time employees shall be eligible to receive paid holidays. Full-time employees shall receive one (1) day's pay (for eight [8] or ten [10] hours depending on their regular shift) for each holiday and will also receive one (1) day off if scheduling permits.
- B. Probationary, temporary and on-call employees are not eligible for holiday pay.
- C. Employees shall not be eligible for holiday pay for Memorial Day, Independence Day or Labor Day if they are scheduled to work on one (1) of those holidays and fail to do so; unless there is a bona fide reason for such absence, such as, but not limited to, illness, death in the immediate family, etc. The Employer may request proof of such excused absence. Should Employer require some or all employees to work on said holiday, the company will agree to: 1) request volunteers by seniority; 2) Should there not be enough volunteers the company will schedule by inverse seniority.
- D. Employees who fail to work the last scheduled day before a holiday and the first scheduled day after the holiday shall not be eligible for holiday pay unless there is a bona fide reason for such absence, such as, but not limited to, illness, death in the immediate family, the Employer has scheduled the employee to be off the day before or the day after the holiday, etc. The Employer may request a physician's note as proof of such excused absence.
- E. Employee who is on layoff or other unpaid leaves of absence shall not be eligible for holiday pay.
- F. All eligible employees who work on a holiday as identified in A12 Section 12.1 will be paid an additional days pay within the prior, same or following pay period.

Section 12.3 - Holiday Scheduling:

- A. In weeks wherein a designated holiday occurs, thirty (30) hours (for employees working a ten [10] hour, four [4] day work week), or thirty-two (32) hours (for employees working an eight [8] hour, five [5] day work week) shall constitute a week's work. Any time worked in excess of thirty (30) or thirty-two (32) hours in a designated holiday week shall be paid at the rate of time and one-half (1-1/2x) the employee's classification rate of pay.
- B. The Employer reserves the right to require employees to work on a designated holiday if necessary to meet business requirements. However, the Employer shall use its best efforts to schedule a designated holiday work in such a manner that all eligible employees work an equal share of designated holidays. A substitute day off will be scheduled by mutual agreement within one (1) pay period prior to the holiday, or in the one (1) pay period following the holiday or on another mutually agreed upon date.
- C. When any of the above-named designated holidays fall on a Saturday, the Friday before said designated holiday will be considered the designated holiday. When any of the above-named designated holidays fall on a Sunday, the Monday following said designated holiday will be considered the holiday.
- D. Employees shall be paid for time not worked on any of the above name designated holidays at eight (8) hours 5/40 or ten (10) hours for 4/40 at the Employee's

classification rate. If no hours are worked, no designated holiday pay is required. However, if the Employee is on vacation he may receive either an additional paid days' vacation or an additional day's pay, at the sole discretion of the Employer.

E. Employees absent during a designated holiday week shall forfeit their designated holiday pay unless they work on the designated holiday or are excused by the Employer.

Section 12.4 - Holiday Pay:

A. Holiday pay shall not be considered time worked for the purposes of computing overtime premiums.

B. Time off with pay for holidays shall be paid at the straight-time rate of pay.

C. Employees not eligible for holiday pay will receive their regular hourly rate of pay for work performed on a holiday.

D. Scheduling and Payment of Worked Holiday

Should an employee work on a designated holiday, said Employee will be at liberty to take a substitute day off within one (1) pay period prior to the holiday, or in one (1) pay period following the holiday or on another mutually agreed upon date or the Employee may choose to be paid time 1 ½ times their hourly salary and forfeit the substitute day off. Such Employee working on designated holiday shall be paid at the rate of time and one-half (1½) their hourly rate.

E. Effective January 1, 2018, floating holiday must be scheduled during the calendar. All employees who have not taken their floating holiday for 2017 will have until December 31, 2017 to take the holiday.

ARTICLE 13 - PAID TIME OFF BENEFITS

Section 13.1 VACATION:

1 year of employment = 1 week of vacation
3 years of employment = 2 weeks of vacation
6 years of employment = 3 weeks of vacation
14 years of employment = 4 weeks of vacation

Section 13.2 The Employer shall post a vacation list during the months of November and December and employees shall select their vacation by seniority. The Company shall post the vacation calendar by January 15th of each year and will update the calendar throughout the year. If an employee fails to select as set forth above, he/she must give the Employer at least fourteen (14) days' notice prior to the effective date of his/her vacation. Should an employee provide proper notice the Employer will respond to said request within seven (7) calendar days of the date that said request was made. However, those employees who select in November and December shall have preference regardless of their seniority.

Section 13.3 Article 13.3: Sick

Section 1 On January 1 of each year, the employer will provide all employees who work for 30 or more days within a year with forty (40) hours per year. An employee is granted sick leave at the employee's date of hire; an employee is eligible to use paid sick leave

after the 90th day of employment.

Section 2 The qualifying reasons for taking paid sick leave are to allow eligible employees to take paid sick leave for diagnosis, care, or treatment of an existing health condition or preventative care for themselves, and the following family members: a child (regardless of age or dependency status, including a biological, adoptive or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a parent (including a biological, adoptive or foster parent, stepparent, or legal guardian of the employee or employee's spouse or registered domestic partner, or parent who stood in loco parentis when the employee was a minor child); a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling; and for the following purposes for an employee who is a victim of domestic violence, sexual assault, or stalking: to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experiences of domestic violence, sexual assault, or stalking; to participate in safety planning and take other actions to increase safety from further domestic violence, sexual assault, or stalking; and to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, permanent restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

Section 13.4 Sick leave may be used independently or combined with other time off if pre-scheduled..

Section 13.5 In plants working a four (4) days' workweek, the regular scheduled day may be worked at straight time and Employees shall receive ten (10) hours holiday pay at the Employee's classification rate.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 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. This meeting shall take place within fifteen (15) calendar days of the incident out of which the grievance arose.

14.2 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 of the incident out of which the grievance arose. If the grievance is not reduced to writing within thirty (30) calendar days it shall be considered null and void and no further proceedings shall take place.

14.3 The Union Representative, Human Resources Department designee, Shop Steward and Grievant will meet and attempt to resolve the dispute within ten (10) calendar days. The Company will have ten (10) calendar days to respond in writing to the Union.

14.4 If the matter is not resolved in the meeting between the Union Representative, Plant Manager or designee, Shop Steward and Grievant, the Laundry Division Director, Union and a Representative assigned by the Company shall meet to attempt to resolve the dispute no later than ten (10) calendar days after that meeting took place. For the grievance to be compliant with this Article, the Union must notify the Company in writing of their desire to proceed to this Step within seven (7) calendar

days of the receipt of the Company's response to Step 3 above. If the meeting between the Laundry Division Director, Union and a Representative assigned by the Company does not result in a resolution, either Party may, within seven calendar days of the meeting, submit a request FMCS (with the other Party copied on the request) for a list of seven (7) arbitrators and the parties shall alternately strike names until one arbitrator remains, with the grieving Party striking first.

14.5 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.

14.6. The cost of the arbitrator shall be shared equally by the Employer and the Union.

ARTICLE 15- LEAVE OF ABSENCE

Section 15.1 -The Employee shall not lose seniority if the employee is absent due to illness or accident for shorter periods than shown below:

1. After six (6) months continuous service, ninety (90) working days.
2. After five (5) years continuous service, one hundred fifty (150) working days.
3. After fifteen (15) years continuous service, one hundred eighty (180) working days.

Section 15.2 - No vacation benefits shall accrue to any Employee after twenty (20) consecutive working days of absence.

Section 15.3 - Illness and/or leave of absence, and/or maternity leave and/or family medical leave shall not be accumulated. Regardless of anniversary year, such absences shall not extend beyond periods shown above.

Section 15.4 - An Employee who is absent due to industrial accident and/or illness shall maintain his prior seniority and be eligible for rehire in accordance with State and Federal laws and court decisions.

Section 15.5 - One (1) leave of absence per anniversary year shall be granted, up to fifteen (15) working days without pay, to Employees who have been in the employ of the Employer for one (1) year or longer and who can prove legitimate and bona fide reasons such as, but not limited to: serious illness, death in the immediate family or jury duty. A leave of absence shall not be granted in conjunction with a vacation unless an Employee notifies his Employer as soon as possible and can prove bona fide reasons that an emergency has in fact occurred which requires his presence. Anyone who violates this Article may be discharged forthwith, suspended or otherwise disciplined.

Section 15.6 - Employees on long term approved absence shall notify the Employer when they will return to work at least forty-eight (48) hours before they return to work.

Section 15.7 -Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefore are, for all job-related purposes, temporary disabilities and shall be treated as an illness or accident in accordance with Article 25.1 above.

Section 15.8 - The Employer shall comply with Federal and State Family Medical Leave Statutes.

Section 15.9 - The Employer agrees to grant the necessary time off without pay to one (1) employee per facility designated by the Union to attend the Workers United convention five

(5) days every fourth (4th) year and to attend a Workers United regional meeting two (2) days per year. The Union will provide the Employer with two (2) weeks' notice in each instance. The Employer will further provide unpaid leave to an additional employee(s) to attend such conventions or regional meetings as the Employer determines its business requirements reasonably allow.

Section 15.10 - 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, if approved, is scheduled to commence. No Union leave may exceed one hundred and fifty (150) calendar days. All leave for organizational 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 two (2) persons may be given leave at the same time but not from the same department or shift if the Employer has more than one (1) shift. The Employer shall have no obligation to pay wages or fringe benefits during such leave.

Section 15.11 - Jury Duty - An employee called for jury duty shall be excused from work on days on which he or she serves. Proof of jury duty service may be required. The employee will not be paid for time off for jury duty.

Section 15.12 - California Family-School Act - The Employer will allow parents, grandparents, and guardians to take off from work to participate in their children's school or child care activities. The employee may take forty (40) hours per year using up to eight (8) hours in any calendar month.

ARTICLE 16 - DISCIPLINE

Section 16.1 - Just Cause: Employees who have completed the probationary period are subject to discharge or other discipline for just cause.

Section 16.2 - Discharge: An employee may be discharged for excessive conduct including but not limited to: fighting, possession of dangerous weapons, dishonesty, and other serious offenses

Section 16.3 - Progressive Discipline:

A. Progressive discipline will be used for offenses that do not rise to the level of offenses in 16.2

B. Progressive steps of discipline for non-absentee/tardiness offenses shall be:

- 1) Informal counseling, letter to file
- 2) Written warning
- 3) Final written warning
- 4) Termination

C. Should no offense occur within the twelve (12) months following the warning notice and/or disciplinary suspension, all warning notices shall be declared null and void and removed from the employee's file. 2) Progressive discipline is not limited to repeated violations of the same rule. For example, an employee may be warned for violating one (1) rule, suspended for violating another rule and discharged for violating a third (3rd) rule.

Section 16.4 - Probationary Employees: Probationary employees may be discharged or disciplined at the Employer's discretion without recourse to the grievance procedure.

ARTICLE 17 - SCOPE OF BARGAINING

Section 17.1 - Entire Agreement: The Employer and the Union acknowledge that during the negotiations, which resulted in this Agreement, each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements and supersedes all prior agreements, understandings and past practices, oral or written, expressed or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights, which may be asserted in arbitration hereunder or otherwise.

ARTICLE 18 - NOTICES

Section 18.1 - To the Employer: Notices by the Union to the Employer shall be sent to the following via electronic mail:

Renee Mendoza at renee.mendoza@amtextile.net, or her designee

Section 18.2 - To the Union: Notices by the Employer to the Union shall be sent to the following address or via electronic mail:

Workers United, WSRJB, Local No. 52

920 South Alvarado Street-Los Angeles, California 90006

Section 18.3 - Change of Address: If any of the addresses set forth above should change, the party whose address changes must notify the other of the change at the address stated above.

ARTICLE 19 - SEVERABILITY

Section 19.1 If any provision of this Agreement is found to be in conflict with State or Federal law, the remaining provisions shall remain in effect. Should any provision of this Agreement be determined to be invalid, the parties shall immediately negotiate substitute provisions, with neither side being able to strike or lockout during such negotiations.

ARTICLE 20 - TERM OF AGREEMENT

Section 20.1 The term of this Agreement shall continue until and including May 31, 2026.

ARTICLE 21 - HEALTH AND WELFARE

The Company will provide a medical, life, prescription drug and vision plan to all eligible full time employees who sign and return authorization forms authorizing the Company to deduct the applicable monthly co-premium from their pay, as specified below. The current medical insurance plan (Healthnet Salud), life, prescription drug and vision plan has been provided to the Union. In order to maintain quality, cost-effective benefits, the Company reserves the right at its discretion to modify the benefits provided under this Section, including changing carriers, benefits, coverages and all other aspects of the medical, life, dental, prescription drug and/or vision plan, provided that the benefits as modified are, in all respects, compliant with the Affordable Care Act and all other applicable legal requirements. The Company will provide the Union with advance notice, and an opportunity to discuss, any such changes. If the Union does not agree with the proposed changes, the Union may re-open the Agreement to negotiate the health insurance terms, in which case all aspects of the health insurance, including, but not limited to, coverage, premium contributions, and all other economic matters, including, but not limited to, wages, benefits, and holidays, by providing the Company with written notice of its intent to re-open within 14 days of the date on which it receives notice of the proposed changes. The Company shall give the Union no less than 30 days' notice of the proposed changes. In the event of a re-opener, following 30 days of good faith negotiations, absent mutual agreement of an extension of the 30 day period, the grievance arbitration and no strike provisions will no longer apply.

Eligible full time employees who sign and return authorization forms authorizing the Company to deduct the applicable monthly co-premium from their pay, will contribute the following amounts to the premium for the coverage described above:

- **Effective June 6, 2022:** \$57.00 monthly premium contribution for term of Agreement; and
- **Effective June 6, 2023:** \$62.00 monthly premium contribution for term of Agreement

ARTICLE 22 - 401k PLAN

Contributions will be made to an employer sponsored 401k plan, in accordance with the terms specified below and such other terms as dictated by the Plan and law.

Contribution for all bargaining unit employees is \$25.00 per month.

The Employer will also match employee contributions at 50% of said contributions up to \$10.00 of Employee self- contributions for these employees.

Employees shall have a one year waiting period including time employed by Crothall on the site consecutively before being employed by Employer, before contributions are made; and shall be 100% vested in contributions made by the Employer after the waiting period upon reaching their third year anniversary from date of hire.

Employees shall be able to make their own self-directed contributions and shall be able to borrow against their accrued funds in accordance with the terms of the Plan and applicable law.

ARTICLE 23 - DUES DEDUCTIONS

Section 23.1 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 (10th) of each month for which the deductions are made.

Section 23.2 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 23.3 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.

ARTICLE 24 - SUCCESSORS

Section 24.1 Should the Employer sell, assign or otherwise transfer the plant, the Employer shall notify the Union in writing, and it shall notify the buyer of the existence of this Agreement.

ARTICLE 25 - MISCELLANEOUS

Section 25.1 - Incentives - Piece Work: Should the Employer institute a piecework program, it shall contact the Union and meet and confer with the Union about the effects of the plan.

Section 25.2 - Sanitation, Safety and Ventilation: The Employer and the employee shall observe all Federal, State and Local laws, ordinances and regulations with regards to toilets, sanitation, safety ventilation and other working conditions. A first-aid kit shall be kept on hand at all times, with full supplies for the use of the employees.

25.2.1 The Employer will form an in-plant 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.

25.2.2 In order to establish an accident free work environment, the employees covered by this Agreement shall follow all safety rules and regulations.

25.2.3 Unauthorized employees will not attempt to remove articles that become jammed in the ironer while in use. The following procedures must be adhered to:

1. Ironer will be stopped

2. An authorized employee(s) shall be designated for each ironing team.
3. Only an authorized employee(s) shall remove the jammed item.

25.2.4 The Employer shall make reasonable provisions to ensure the safety and health of its employees during their hours of work.

25.2.5 Declared Public Emergency – in the event that local, state or federal government agencies declare a state of emergency that affects the conduct of business, both parties will meet and confer with regard to the effect on business and the employees. In these cases, the parties may temporarily amend by way of Memorandum of Understanding the contractual language with the intent of continuing business effectively and preserving employment opportunities. It is also understood that if such a declared public emergency requires the Company to take actions that are in contradiction of the collective bargaining language, the Union will not interfere or otherwise oppose such actions unless there is expressed collective bargaining exemption language set forth in the public order. Likewise, it is understood that the Employer and Employees must comply with any orders set forth as mandatory by any government agency in response to a declared emergency.

Section 25.3- ERGONOMICS: The Employer will take reasonable measures to address ergonomic issues that may arise.

25.3.1. The Employer shall comply with all Federal, State and local laws and regulations on health, sanitation and safety.

25.3.2 Employees shall be provided with applicable safety and health information, and the Employer shall provide appropriate safety and health training to employees. All injuries, no matter how minor, must be reported immediately by the employee to his or her immediate supervisor

Section 25.4 - UNIFORMS: The Employer shall furnish, launder and/or clean, without cost to the employee, any uniform or wearing apparel designated by the Employer for employees to wear during their hours on duty. Where required by law or regulation, the Employer will provide gloves, masks and other protective apparel to employees who handle soiled materials from hospitals, sanitariums, nursing homes and similar institutions, and will provide boots where required for employees in the Washroom Department area. If an employee is furnished such equipment, and the employee fails to wear or fails to dispose of such equipment as prescribed by Employer policy, he/she is subject to discipline up to and including discharge.

Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that was entrusted to them or the Employer shall be permitted to deduct the reasonable value of such uniforms or property from their paycheck.

Section 25.5 - Working Rules: Rules and regulations for the conduct of business that the Employer considers necessary and proper, and which do not conflict with the terms of this Agreement shall be observed by all employees.

Section 25.6 - Inspection of Records: Should a controversy or complaint arise concerning the wages, hours or other compensation of an employee, the Employer shall submit the original and all other necessary records of the case in controversy including a list of employees to an authorized Union representative within five (5) days after receipt of a request.

Section 25.7 - Pay Date: Wages shall be paid weekly in currency or negotiable check on a set day of the week and within one (1) week after the end of the pay period. On pay

day, the Employer shall distribute the checks before the employees punch out for the day. Employees can request a report each month showing their vacation accrual.

ARTICLE 26 - PROTECTION OF IMMIGRANT RIGHTS

Section 26.1. If an employee requests that the Employer change her/his records regarding her/his name or social security number, and the Employer can lawfully do so the Employer will do so and the change will not prejudice the employee's seniority or other rights under this agreement.

Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Shop Steward shall immediately notify the Union by telephone to the Union's office, and attempt to contact the highest ranking union officer in the facility.

Discharge or suspension of employees based on information regarding their immigration status. If the employer is legally required to suspend or discharge an employee on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the employer shall re-instate to his/her former position any such suspended or discharged employee who returns to work within two weeks. Any employee who returns to work after two weeks will be entitled to any open position for which they are qualified. If there are no open positions available the employee shall be placed on layoff status with all the rights of any laid off employee.

ARTICLE 27 - ETHNIC AND CULTURAL DIVERSITY:

While English is the primary language of the workplace the parties respect the right of all employees to use the languages of their choice in communicating with each other in the workplace. The Employer will cooperate with the Union in the development of English as a second language program for the Employer's employees. The program will incorporate materials to help employee meet citizenship test requirements, as well as material to help employees to learn English work related terms. The program will be conducted at a mutually agreeable location.

If an employee expresses that he or she is experiencing difficulty understanding English in a situation involving a dispute on the production floor, a possible grievance, possible confusion about work duties and responsibilities, or necessary clarification of provisions of this Agreement, the employee may request the assistance of an interpreter choice, from a list of approved interpreters as long as such interpreter is on the premise

ARTICLE 28 - RESPECT AND DIGNITY:

The Employer and the Union agree that each employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats, or harassment by managers or supervisors, or Union representatives will not be tolerated.

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. Discipline shall

be administered in a professional manner.

ARTICLE 29 CREDIT UNION/ WORKERS UNITED TIP DEDUCTIONS:

The Employer shall deduct and transmit to the treasurer of Workers United- Tip Campaign Committee the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least 14 days prior to the next scheduled pay period, on the forms provided for that purpose by the Workers United- TIP Campaign Committee. These transmittals shall occur no later than the thirtieth (30th) day of the following month and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

The Employer agrees to provide voluntary payroll deductions for Union members to participate in various benefit programs such as worker's life insurance and credit unions sponsored by Workers United. The Employer agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted for their participation in the plan.

ARTICLE 30 - BREAKDOWN - INTERMITTENT PERIODS OF IDLENESS

Section 30.1 There shall be no intermittent periods of idleness during any one (1) day except for breakdowns. In case of breakdowns, employees shall be paid during the day a breakdown occurs, unless ordered to punch out; and if ordered to return to work at a stated time, and repairs are not completed, they shall be paid from the time they are ordered back to work until actual work begins.

Section 30.2 "Breakdown" shall be defined as the inability of the Employer to operate its plant because of any condition beyond the Employer's control; such as, but not limited to, an act of God, a fuel or power shortage, lack of supplies, earthquake, flood, riot, and equipment malfunction, an act of Government or similar causes.

Section 30.3 Employees who are required to remain on the Employer's premises or to hold themselves in readiness to the extent that their time cannot be used as their own, shall be paid for such time at their regular hourly rate.

ARTICLE 31 - LABOR MANAGEMENT COMMITTEE

Section 1. The Employer and the Union agree that each Employee and representative of the Employer should be treated with dignity and respect.

Discipline of Employees shall not be administered in front of other bargaining unit Employees.

In order to further the ends of this Section and to address other areas of mutual concern, each plant shall establish a Labor Management Committee composed of equal numbers chosen by the Employer and the Union which shall meet monthly to discuss matters of mutual concern including, but not limited to, taking steps to further mutual respect and create the most positive work environment possible.

Section 2. There is hereby established a Labor-Management Committee. The Committee may be called to order by the Union or the Employer. The permanent members of the Committee shall be the representatives of the Local Union and the Employer.

Section 3. It is agreed and understood that this Committee acts in an advisory capacity and does not have the authority to change, modify or add to this Agreement

ARTICLE 32 - FUNERAL LEAVE

In the event of the death of a member of your immediate family a maximum of three (3) work days off with bereavement pay plus up to two additional unpaid days off, provided the employee may substitute accrued vacation days in lieu of taking unpaid days off will be permitted. The leave must be used within three months of the death of the individual for whom the leave is being taken. If requested, you must provide proof of the sentiment of such leave.

Immediate family includes an employee's parents, step-parents, spouse, current spouse's parents, domestic partner, children, step-children, brother, sister, step-siblings, grandparents, grandchild, children of the employee's domestic partner.

ARTICLE 33 - LEADS

The Company may utilize bargaining unit employees as Team Leaders. Team Leaders are utilized to direct the work flow and they do not hire, terminate, issue discipline or perform supervisory duties, and shall receive training prior to commencing their duties and annual training thereafter. Once a year, a majority of the employees on the Team Leaders team may petition management to select another team leader. Management has discretion whether or not to replace the Team Leader following the receipt of a petition and will respond within thirty days of its receipt of the petition. Management will determine the number of the Team Leaders necessary, if any in the facility. An employee desiring a transfer to a lead person position (who shall be designated at the sole and exclusive discretion of the employer, provided it is not in a discriminatory or illegal manner) shall indicate their desire on a form provided by the employer.

ARTICLE 34-PRODUCTION STANDARDS

The employer may develop and apply reasonable standards. Existing job standards shall continue unless there have been changes in the methods, manner, equipment, or conditions, including safety requirements, of the job. In such case, the Employer shall give the Union 30 days' written notice of the new standard, explaining what methods, manners, equipment or conditions have changed and providing all support documentation for these changes. The Employer will permit the Union to inspect the job with its own expert, subject to the General Manager's approval. Absent agreement as to the proper standards, the Union may file a grievance which will be expedited to final and binding arbitration.

ARTICLE 35. COMMITTEE ON POLITICAL EDUCATION

The Employer agrees to deduct and transmit to the treasurer of Workers United Western States Regional Joint Board, SEIU Local 52 Property Committee On Political Education (COPE) the amount specified for each week worked from wages of those employees who voluntary authorized such contributions. This transmittals shall occur no later than the twentieth (20) day of the following month and shall be accompanied by a list of names of those employees for whom such deductions have been made and

the amount deducted for each employee.

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 deductions of money for any of the aforementioned deductions 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

CHANGES IN THE LAW AFFECTING CONTRACT

The parties that agree that, in the event of a change in local, city, state or federal law that modifies, changes or otherwise may affect the terms or conditions of employment as set forth in this collective bargaining agreement (i.e. implementation of National Health, guaranteed paid or unpaid leave, etc.) the Parties will meet to discuss how the change affects the terms or conditions of the Agreement. It is intended that, in no event, shall any such change in the law be permitted to add to, or take away from rights and privileges afforded under this Agreement and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. Either party may re-open the Agreement for negotiations only on such terms that are affected by the change in local, city, state or federal law.

ARTICLE 36. DURATION OF AGREEMENT

This Agreement shall remain effect until May 31, 2024, and from year to year thereafter, unless written notice is given sixty (60) days prior to the expiration day, by either party, that such party intends to terminate, modify, or amend this Agreement on the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at _____, California on _____, 2024

Workers United, Western States Regional Joint Board Local 52

By: _____
Maria Rivera, Regional Manager

Employer Greg Shames
By: Greg Shames 2/6/2024
Greg Shames

APPENDIX A

Distribution Worker	Effective 9/1/23
	\$17.85

****Full retroactivity of wage increase on all hours worked since 9-1-23**

Employees will receive the highest of the base rate or the increase

The Employer will comply with the Federal, State, City, and/or County minimum wage. The above wage shall remain above the aforementioned minimum wages.

Newly hired employees shall be paid at minimum wage or above, provided they shall not be paid more than current members of the bargaining unit working in the same classification.

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