COLLECTIVE BARGAINING AGREEMENT

Between

CROTHALL LAUNDRY SERVICES

AT

La Mirada Laundry

And

WESTERN STATES REGIONAL JOINT BOARD WORKERS UNITED, SEIU, LOCAL NO. 52

July 6, 2022 through July 5, 2025

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AGREEMENT

This Agreement is made between La Mirada Laundry/Crothall Laundry Services, Inc, a hereinafter known as the "Employer", and, WESTERN STATES REGIONAL BOARD WORKERS UNITED, SEIU, LOCAL NO. 52, hereinafter known as the "Union." As the term "Employee" is used herein, it shall refer and be confined to Employees described in the bargaining unit.

ARTICLE 1. UNION MEMBERSHIP

<u>Section 1.</u> 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.

<u>Section 2.</u> It shall also be a condition of employment that all Employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

<u>Section 3.</u> Whenever the Employer requires additional Employees for work, he shall first call 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 or non-membership in the Union shall not be considered in their hiring.

<u>Section 4.</u> Whenever the Employer hires an Employee, he shall notify the Union immediately in writing, giving the name, address social security number and starting date of each new Employee or re-hire and said Employee shall make application for membership in the Union in accordance with this Article.

<u>Section 5</u>. The Union shall provide, and the Employer shall forward employment acknowledgement forms for NEW and RE-Hired Employees, at the time of employment or re-hire.

<u>Section 6.</u> The Employer agrees that it shall not be a violation of this Agreement for any Employee to conform to and support Union principles, provided such principles do not conflict with the express terms of this Agreement.

ARTICLE 2. TERMINATION

<u>Section 1</u>. It is understood and agreed that the right to discipline or discharge for just cause shall rest in the discretion of the Employer. No Employee shall be discharged, except in the case of gross misconduct without first receiving (documented/written) verbal warning followed by a written warning notice followed by a disciplinary layoff of up to three (3) days within a twelve (12) month period. Should no offense occur in the twelve (12) months following the warning notice and/or disciplinary layoff, the notice shall be declared null and void. All current warning notices shall be removed from the file after twelve (12) months. Notwithstanding the above, no prior warning notice or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but is not limited to: theft, embezzlement, deliberate violation of posted company rules, bringing, or selling or using illegal drugs and or/ alcohol in the plant or on company property, insubordination, or disruptive conduct. Insubordination and disruptive conduct include failure or unreasonable delay in carrying out instructions; disruptive, abusive, obscene, or offensive conduct or language toward customers, business contacts, supervisors, or other Employees; fighting on the job or on company property; and threatening or infliction bodily harm on another person. Violation of the above basic rules' hall constitute just cause for discharge without redress. No Grievance board or Arbitrator shall have the right or power to change or contest appropriateness of the penalty meted out by the company as a result of the violation of these rules.

<u>Section 2.</u> A new Employee may be discharged or disciplined without cause or notice during the first sixty (60) calendar days of his employment. When a warning notice is given, and there is a Shop Steward in the plant, the Steward should be present when the notice is given to the Employee. A copy of the warning notice and discipline notice shall be sent to the Union within five (5) days.

ARTICLE 3. JURISDICTION

<u>Section 1</u> The Employer recognizes the Union as the sole collective bargaining agent for all production Employees at: La Mirada Laundry at 14710 Northam Street, La Mirada, California. 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 including their custodial care for the account of the Employer's customers.

<u>Section 2</u>. The word "Employee" in this Agreement includes both male and female but excludes any individual employed as a supervisor or foreman or forelady.

<u>Section 3.</u> A Supervisor is a person immediately in charge of directing covered Employees. A Supervisor may do bargaining unit work when necessary; however, in no event may they work more than four (4) hours in anyone (1) day.

<u>Section 4</u>. No individual Agreement with any Employee shall supersede any of the provisions of this Agreement unless approved by the Union.

<u>Section 5</u>. Nothing in this Article 3 shall be construed as conferring any rights or benefits not given to the Union or the Employee by other express and specific language contained in this Agreement.

<u>Section 6.</u> Whenever the Employer finds it necessary to outsource or subcontract any additional work of the bargaining unit and such would result in a loss of jobs within the bargaining unit, the Employer shall advise the Union Representative of its intent four (4) weeks prior to any change. In the event that outsourcing, or subcontracting is needed due to an emergency, the Employer agrees to give notice to the Union prior to subcontracting and/or outsourcing the work.

ARTICLE 4. INCENTIVES – PIECE WORK

<u>Section 1</u>. Should an Employer institute an incentive program he will contact the Union and meet and confer with the Union about the effects of their plan.

ARTICLE 5. PRE-EXISTING WORKING CONDITIONS AND BENEFITS

<u>Section 1</u>. No Employee shall suffer, by reason of this Agreement, a reduction of wage rates, or the loss of any benefits or working conditions higher or more favorable than those contained herein, if such conditions existed prior to the initial execution of this Agreement by the Employer or his representative.

ARTICLE 6. SANITATION, SAFETY VENTILATION

<u>Section 1</u>. The Employer and Employee shall observe all Federal, State and local laws with regard to toilets, sanitation, safety, ventilation, and other working conditions. The Employer shall provide sanitary facilities for dressing purposes.

<u>Section 2</u>. A First-Aid kit shall be kept on hand at all times, with full supplies for the use of the Employees.

ARTICLE 7. UNIFORMS

<u>Section 1</u>. The Employer shall; furnish new and fitting uniforms, replace once a year or as needed for normal wear and tear, launder and/or clean, without cost to the Employee, any uniform or wearing apparel designated by him for Employees to wear during their hours on duty. Where necessary, the Employer will provide gloves, masks, and other protective apparel to Employees who handle soiled material from hospitals, sanitariums, nursing homes, and similar institutions. The Employer will provide boots, where necessary, for Employees in the Washroom Department.

<u>Section 2.</u> Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that is in their custody or have the reasonable value of same deducted from their pay.

ARTICLE 8. WORKING RULES

<u>Section 1.</u> 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.

<u>Section 2.</u> New rules and/or changes in existing rules shall not become effective until seven (7) 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 9. MANAGEMENT PREROGATIVES

<u>Section 1.</u> The Employer retains and shall continue to have the complete and exclusive right to manage its operations and direct its work force, except as expressly limited by specific obligations of the Employer set for the in this Agreement. Among such retained rights and powers are included but not limited to the following: to hire, to promote, demote, transfer, layoff and recall, to assign and reassign to duties, hours of work and shifts; to maintain good order and efficiency; to discharge, suspend and discipline Employees; to establish rules and regulations not in conflict with this Agreement govern the conduct of Employees on company time or company property; to determine the size and composition of the work force; 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 this plant and equipment; and to increase or decrease the operations.

<u>Section 2.</u> The foregoing enumeration of management rights shall not be deemed 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.

ARTICLE 10. EMPLOYEES DONATIONS AND CONTRIBUTIONS

<u>Section 1.</u> Employee's donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual Agreement between the Employer and the Union.

<u>Section 2</u>. The Employer shall deduct and transmit to the treasurer of Workers United, Western States Regional Joint Board, Committee of Political Education (COPE), the amounts 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.

<u>Section 3</u> The Employer agrees to provide direct deposit to the employee's bank of choice or the Credit Union Workers Life provided that such bank or credit institution will accept the deposit. There shall be no additional charge to the employee for this benefit.

ARTICLE 11. INSPECTION OF RECORDS

<u>Section 1</u> Should a controversy or complaint arise concerning 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 representative of the Union for verification during working hours of the Employer, on the Employer's premises within five (5) days after receipt of a request.

ARTICLE 12. VISITATION

<u>Section 1</u>. 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. Any/all Union representatives must check in with Management in the office prior to entering the plant. Any Union request to

visit the premises of the Employer outside of normal working hours requires two (2) hours advanced notice to a manager.

ARTICLE 13. UNION DEDUCTIONS

<u>Section 1.</u> The Employer shall deduct from the pay of all Employees covered by this Agreement all Union dues, initiation fees and re-initiation fees upon receiving written authority from each Employee authorizing such deductions. Such deductions thus made shall be forwarded to the Western States Regional Joint Board, Local 52 not later than the tenth (10th) of each month for which the deductions are made. Notification by Employer of Employee no longer employed by Employer constitutes complete and proper withdrawal notice to Union.

Employer shall use Union's approved withdrawal card envelope, which can be signed by the Employer if Employee is unavailable. Employer is authorized and shall deduct from Employee's 1st paycheck and remit to Union all required Union dues and remit to Union all required Union dues and fees including Union's mandatory fee for withdrawing from Union.

<u>Section 2.</u> 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 Employee's earnings, the Union shall be entitled to recover the fees and dues, interest on the amounts recovered reasonable attorney's fees and cost of the suit.

<u>Section 3.</u> The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues 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.

<u>Section 4.</u> 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 is available, social security number, date of birth, email address if available, shift, rate of pay, language preference if available and starting date of each employee new hire or rehired employee.

The Employer will continue to recognize the Union membership, dues deductions, 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.

ARTICLE 14. BULLETIN BOARD

<u>Section 1.</u> The Employer shall provide a separate bulletin board for the use of the Union for posting of official notices. The bulletin board shall be at least two feet (2') by three feet (3') and shall be placed in a conspicuous location as close to the time clock as practicable.

ARTICLE 15. SUCCESSORS

<u>Section 1.</u> Should the Employer sell, assign or otherwise transfer the plant, the Employer shall notify the Union in writing. The Employer will notify the successor of the existence of this Agreement.

ARTICLE 16. WORKING HOURS AND OVERTIME

<u>Section 1.</u> The regular straight timework week shall be five (5) days within seven (7) days.

<u>Section 2.</u> The Employer may at his sole and exclusive discretion establish a four (4) day or five (5) day workweek by giving four (4) weeks notice to the Union and Employees.

<u>Section 3</u>. Time and one-half (1-1/2) shall be paid for all time worked in excess of eight (8) hours a day (for 5/40 work week), ten (10) hours a day (for 4/40 work week), forty (40) hours a week, or on the sixth (6th) day of the week. Employees shall be compensated at the rate of twice the regular rate of pay for all hours worked in excess of twelve (12) hours in one (1) day, and all hours worked in excess of eight (8) hours on any seventh (7th) day of a work week. The first eight (8) hours worked on the seventh (7th) day of work shall be compensated at one and one-half (1-1/2) times the regular rate of pay. However, if an Employee is absent during the first five (5) days of the week, the Employee will be paid straight time for all hours worked on the sixth (6th) day.

Provided further, should any such Employee work over forty (40) hours during those six (6) days then all work in excess of forty (40) hours will be paid at time and one-half (1-1/2) the regular hourly rate.

<u>Section 4.</u> Except in the case of emergency, Employees will be given notice before lunchtime that they will be required to work past their normal quitting time.

<u>Section 5</u> All Employees shall be required to take not less than one-half (1/2) hour nor more than one (1) hour for lunch. No Employees shall be required to work more than five (5) consecutive hours without a meal period.

<u>Section 6.</u> Employees working on holidays shall receive time and one-half (1-1/2) for all hours worked (guaranteed eight (8) or ten (10) hours) and eight (8) or ten (10) hours holiday pay at the Employee's classification rate.

<u>Section 7.</u> Employees scheduled to work a five (5) day workweek who work all of the scheduled hours in a holiday week shall receive time and one-half (1-1/2) for all hours worked over thirty-two (32) hours in the holiday week. Employees shall also receive time and one-half (1-1/2) for all work on the fifth (5th) day of a holiday week if the holiday falls on their regularly scheduled workday. However, Employees who fail to work either thirty-two (32) hours or four (4) days shall not receive time and one-half (1-1/2) for all hours worked on the fifth (5th) day of a holiday week.

<u>Section 8.</u> Upon mutual Agreement in writing between the Employer and the Employee, an Employee working on a holiday may reduce the guaranteed hours in the above paragraph, but not less than four (4) hours, and in such case be paid time and one-half (1-1/2) for all hours worked and eight (8) or ten (10) hours holiday pay at the Employee's classification rate.

<u>Section 9.</u> Agreement for the payment of overtime rates herein contained are not to be construed to require a duplication of overtime wage payments involving the same hours of labor; so that overtime paid on a daily basis shall not be duplicated on a weekly basis.

<u>Section 10.</u> In the event the Employer wishes to initiate a four (4) day, ten (10) hour per day workweek, in all or a segment of the Employer's operation, the Employer 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 Employer shall notify the Union of the results of the election.

ARTICLE 17. TIME RECORDS

<u>Section 1.</u> Time records, clocks or other recording devices will be maintained by the Employer for all Employees showing the actual time the employment begins and ends each day, the hours worked for the day, and the total hours for the pay period. <u>Section 2</u>. Time records used to determine the amount of pay shall be kept on file for the number of years required by bother Federal and State laws or at least four (4) years.

<u>Section 3</u>. Employers keep full and accurate records of excuses for illness and other absences.

ARTICLE 18. SHIFTS

<u>Section 1</u>. In the event it becomes necessary for the Employer to establish more than one (1) shift, the Employer shall pay al Employees working the second (2^{nd}) shift six cents (.06¢) per hour above the wage scale and all Employees working the third (3^{rd}) shift eleven cents (11¢) per hour above the wage scale, excluding holiday work weeks as mutually agreed upon.

Section 2.	Starting times:	
	First Shift	4:00 am to 10:00 am
	Second Shift	2:00 pm to 6:00 pm
	Third Shift	10:00 pm to 2:00 am

<u>Section 3</u>. Any Employee starting earlier than the regular starting time for a shift shall be considered as working in the prior shift and shall be paid the shift differential for that prior shift only for the hours worked in that prior shift and not for all hours worked that day.

ARTICLE 19. CALL-IN-TIME

<u>Section 1</u>. All regular and part-time Employees ordered for work on any day, who report for work on that day, shall receive no less than four (4) hours pay at the average earned hourly rate for that day, except as hereinafter provided in case of breakdown, Article 30.

<u>Section 2</u>. An Employee who reports for work on a regular work day and who was not officially informed by the Employer not to report on that particular day shall be considered as ordered to work.

<u>Section 3</u>. The Company will be deemed to have complied with the above notice requirement by telephoning the Employee's residence and telling the Employee not to report to work or by leaving such a message with the party answering the telephone in his or her absence. It shall be the Employee's responsibility to leave a current telephone number with Management for that purpose. If the Employee fails to leave his or her current telephone number or

another telephone number where he or she can be reached, the Employee waives his or her rights to notice under this Article.

ARTICLE 20. GUARANTEED WORK WEEK

<u>Section 1.</u> Regular Employees shall be guaranteed thirty-eight (38) hours, at their average earned hourly rate, per week except as hereinafter provided in case of breakdown, Article 30. In the event of a public emergency as declared by the government, the guaranteed work week, as defined in this section, shall reduce to 35 hours for the first 90 days and will be subject for extension review by mutual agreement on a month-to-month basis thereafter.

<u>Section 2</u>. Any Employer who requests a regular Employee to voluntarily take time off shall in such cases be required to pay for hours not worked to make the thirty-eight (38) hour guarantee.

<u>Section 3.</u> 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-four (34) hours. Before reducing the workweek, the Employer shall give one 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.

<u>Section 4</u>. Part-time Employees employed as provided in Article 21, shall be laid off prior to any reduction of hours under Article 20.3 above.

ARTICLE 21. REGULAR AND PART-TIME EMPLOYEES

<u>Section 1</u>. Regular Employees are those Employees who are guaranteed thirty-eight (38) hours per week. Regular part-time Employees are those Employees who are scheduled to work eleven (11) to thirty-seven (37) hours per week and have no guarantee. Employees working less than ten (10) hours per week shall not be covered by the conditions set forth in this Agreement.

<u>Section 2</u>. The Employer shall file with the Union each month, with the checkoff 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. <u>Section 3</u>. Regular part-time Employees (those Employees not covered by the thirty-eight (38) hour guarantee) shall be covered by all the conditions as set forth in this Agreement for regular full-time Employees. Holidays, vacations, and sick leave shall be figured on a pro-rata basis for regular part-time Employees. When any one of the holidays specified herein falls on a day in which a regular part-time Employee is scheduled for work, he shall be paid for the hours normally worked by him on that day even though no work is performed.

<u>Section 4</u>. Not more than one (1) part-time Employee shall be employed for every two (2) Employees on a full-time shift.

<u>Section 5</u>. Part-time employees will not be employed during times when Fulltime employees are on lay-off or scheduled to be laid off. However, should a location have a decrease of volume due to loss of business or improvement in efficiency there may be a need for the Employer to use Part-time employees during layoff. The maximum amount of part-time employee(s) in any location covered by this Agreement shall not exceed thirty (30%) percent of the total number of employees at said location.

ARTICLE 22. PAY DATE

<u>Section 1</u>. Wages shall be paid each week in currency or negotiable checks on a set day of the week and within one (1) week after the end of the pay period. On payday, the Employer shall distribute the checks before the Employees punch out for the day, but in no event later than 4:00 pm. If Employees have any trouble in cashing their checks, because of "insufficient funds" or otherwise, the Employer shall then and thereafter pay in CASH only, upon written request of the Union.

ARTICLE 23. HOLIDAYS

<u>Section 1</u>. The Employer agrees that the following shall be observed as paid holidays:

New Year's Day Memorial Day Independence Day 2 Floating Holidays Labor Day Thanksgiving Day Christmas Day

No Employee will lose the floating holidays, provided they request these days during the vacation bidding process.

<u>Section 2</u>. An Employee previously covered by this Agreement who enters or reenters employment within a twelve (12) month period after termination of his employment with an Employer covered by this Agreement becomes immediately eligible for holiday pay. Employees who have been on the payroll for thirty (30) working days or more are eligible for holiday pay.

<u>Section 3.</u> In weeks wherein a holiday occurs, thirty (30) or thirty-two (32) hours shall constitute a week's work. Any time worked in excess of eight (8) or ten (10) hours in anyone (1) day or thirty (30) or thirty-two (32) hours in a holiday week, shall be paid for at the rate of time and one-half (1-1/2). If an Employee fails to work all hours shall constitute a week's work. Any time worked in excess of eight (8) or ten (10) hours in anyone (1) day or forty (40) hours in the holiday week, shall be paid for at the rate of time and one-half (1-1/2).

<u>Section 4.</u> Employees working on a weekly salary shall suffer no reduction in salary by reason of their not working on the above-named holidays.

<u>Section 5</u>. Employees shall be paid for time not worked on any of the abovenamed holidays at eight (8) hours at the Employee's classification rate. However, if the Employee is on vacation, he may receive either an additional paid day's vacation or an additional day's pay at the sole discretion of the Employer.

<u>Section 6</u>. In plants working a four (4) days workweek, the regular scheduled day off may be worked at straight time and Employees shall receive ten (10) hours' holiday pay at the Employee's classification rate.

<u>Section 7.</u> When a holiday falls outside the Employee's regular workweek said holiday shall be paid at eight (8) or ten (10) hours at the Employee's classification rate. Employees on vacation shall be paid as set forth in Article 23.7 above.

<u>Section 8</u>. If the Employer declares the Friday before a Saturday holiday as a no-work day, he shall pay Employees for that day based on Article 23.7 above.

<u>Section 9</u>. Employees absent during a holiday week shall forfeit their holiday pay unless they work on the holiday or are excused by the Employer.

<u>Section 10</u>. When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday.

<u>Section 11.</u> By mutual agreement and whenever possible, time off with pay shall be granted on the holiday. If this creates an undue hardship for the Employer's client, a substitute day off will be scheduled by mutual agreement by

seniority within the two (2) pay periods prior to the holiday, or in the two (2) pay period following the holiday.

ARTICLE 24. VACATIONS

Section 1. An Employee shall become eligible for a vacation in accordance with the following schedule:

- 1. Upon completion of one (1) year of continuous service with the Employer and Employee will become eligible for one (1) workweek's vacation with pay.
- 2. Upon completion of three (3) years of continuous service with the Employer, an Employee will become eligible for two (2) workweeks vacation with pay.
- 3. Upon completion of eight (8) years of continuous service with the Employer, an Employee will become eligible for three (3) workweeks vacation with pay.
- 4. Upon completion of fourteen (14) years of continuous service with the Employer, an Employee will become eligible for four (4) workweeks vacation with pay.

<u>Section 2</u>. Employees will be paid for their earned vacation pay on the last regular payday proceeding the vacation period. The rate of pay shall be based on the four (4) pay periods immediately preceding the vacation for incentive Employees; however, where a holiday falls within the four (4) pay periods, the week preceding such holiday shall be used in computing vacation pay. Regular full-time Employees shall receive vacation pay based on forth (40) hours times their classification rate.

<u>Section 3</u>. The vacation period shall be between January 1^{st} and December 31^{st} of each year.

<u>Section 4</u>. The Employer shall post a vacation list during the months of October and November and the Employees shall select their vacation by seniority. If an Employee fails to select as set forth above, he must give his Employer at least sixty (60) days notice prior to the effective date of his vacation. However, those Employees who select in October and November shall have preference regardless of their seniority.

A. All employees, regardless of their banked vacation time will accrue their full amount of vacation each year based on their length of service.

- B. Employees are expected to bid their full annual vacation accrual each year during the designated bid period.
- C. If an employee does not bid their full annual accrual during the designated bid period they will forfeit their seniority for bidding vacation and be subject to first come first serve.
- D. If an employee does not select available weeks for all their annual accrued vacation before the year is over, they will only be allowed to carry over 40 hours, with one exception below, and hereby waive the rights provided under California Labor Code Section 227.3.
- E. If an employee has bid all of their annual accrued vacation during the bid period and a manager requests the employee to change or delay their previously bid vacation, the manager will give the employee a signed document and the employee will not forfeit the time they agreed to delay.
- F. The Company will maintain an updated vacation calendar with available weeks located in a public place

<u>Section 5</u>. In case of termination of employment, vacation will be prorated to 2-week increments.

<u>Section 6</u>. Pay in lieu of vacation shall not be granted without mutual Agreement between the Employer, the Employee, and the Union.

<u>Section 7</u> Upon sale or transfer of ownership of any plant, or upon dissolution of business, vacation pay for all months worked prior to the sale for which no vacation has been given shall be paid to all Employees by the seller.

ARTICLE 25. LEAVE OF ABSENCE

<u>Section 1</u>. The Employee shall not lose seniority if he 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.

In order to facilitate the leave of absence record keeping the workweek is equivalent to the days of the week the plant is open, excluding paid holidays.

<u>Section 2</u>. No vacation benefits shall accrue to any Employee after twenty (20) consecutive working days of absence.

<u>Section 3</u>. 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.

<u>Section 4</u>. 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.

<u>Section 5.</u> 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 fid reasons that an emergency has in fact occurred which require his presence. Anyone who violates this Article may be discharged forthwith, suspended, or otherwise disciplined.

<u>Section 6</u>. Employees on sick leave shall notify the Employer when they will return to work at least forty-eight (48) hours before they return to work.

<u>Section 7</u>. 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.

<u>Section 8</u>. The Employer shall comply with Federal and State Family Medical Leave Statutes.

<u>Section 9</u> 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.

<u>Section 25</u>. California Family-School Act. The Employer will allow parent, grandparents, and guardians to take off from work to participate in their children's

school or childcare activities. The employee may take forty (40) hours per year using up to eight (8) hours in any calendar month.

ARTICLE 26. SENIORITY

<u>Section 1</u> 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. 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.

<u>Section 2</u> 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 classification, the laid off employee may bump the least senior employee in that classification, provided the senior employee is qualified to meet the standards of the assignment in the classification. The most senior employee in the classification on lay off will be recalled first.

<u>Section 3</u> Seniority of an employee shall be lost when an employee: 1. is discharged for cause; 2. resigns; 3. is not rehired within one year or is not hired for a period, equal to the employee's length of service whichever is the lesser; is absent due to an injury or illness non-work related or absent for more than twelve months for an illness or injury that is work related; more than ninety (90) days, one hundred and twenty (120) days, one hundred and fifty (150) days, or one hundred and eighty (180) working days as spelled out in article 25.1. 4. is absent for three consecutive days without notification to the Employer; 5. fails to report from work within five days after recall from layoff absent jury duty or illness or injury as above.

<u>Section 4</u> All permanent job openings will be posted for five days and filled by seniority provided the employee has the ability to perform the work. An Employee accepting a posting may be returned to the previous job after two weeks at the Employer's request for inability to perform the job according to standards or at the employee's request.

ARTICLE 27. TRANSFERS

<u>Section 1</u>. Any Employee transferred to a higher rated classification who qualifies therefore, shall receive the rate of the higher classification.

<u>Section 2</u>. Whenever an Employee does work in a higher classification, he shall be paid according to the rate of the classification in which work is actually performed.

<u>Section 3</u>. Employees transferred to lower classification, from day to day, shall not suffer a reduction in their regular classification rate.

<u>Section 4.</u> Employees transferred permanently to another classification shall be so notified in writing stating the reason for such transfer and paid according to that classification rate.

ARTICLE 28. STEWARDS

<u>Section 1</u>. The Union may select, depending on the size of each plant, a number of Employees but not to exceed four (4) (2 per shift maximum) to be duly accredited representatives in the plant, to be known as Stewards, by giving the Employer written notice of the Stewards' names.

<u>Section 2</u>. The Employer shall give one (1) weeks written notice to the Union, with a full statement of the cause or reason, in case of a Steward's termination. This notice shall not include any portion of a vacation period and shall be given in all cases other than gross misconduct.

<u>Section 3</u> In an investigation that may lead to discipline or a disciplinary hearing the Employer will call a Steward (or if a Steward is not available a Bargaining Unit Representative) to attend the conference. The Employee may waive rights to the Steward /Bargaining Unit Representative.

<u>Section 4</u> The shop steward may have up to one-half $(\frac{1}{2})$ hour paid time for orientation of a new employee.

<u>Section 5</u> In conjunction with the Employers New Employee Orientations there will be 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 four (4) weeks of each new employee's date of hire. Such orientations will be scheduled in consultation with the Union Representative and Shop Steward

ARTICLE 29. REST PERIODS

<u>Section 1</u>. Every Employer shall authorize and 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. However, in 4/40 plants the second (2nd) rest period shall be for fifteen (15) minutes. 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. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

ARTICLE 30. BREAKDOWN – INTERMITTENT PERIOD OF IDLENESS

<u>Section 1.</u> There shall be no intermittent periods of idleness during anyone (1) day, except for breakdowns. In case of breakdown, Employees shall be paid during the day 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 to work until actual work begins.

<u>Section 2.</u> "Breakdown" shall be defined as the inability of an Employer to operate his 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, equipment malfunction, an act of Government or other similar causes.

<u>Section 3</u>. Employees required to remain on the premises of the Employer or required to hold themselves in readiness to the extent that their time cannot be used as their won, shall be paid for such time at their classification rate.

<u>Section 4</u>. Employees required to work beyond their regular quitting time as a result of a breakdown shall be paid one and one-half (1-1/2) times the average earned hourly rate of pay for all hours worked past their regular quitting time. A shift premium in addition to time and one-half (1-1/2) shall not be paid for any hours worked past their regular quitting time.

ARTICLE 31. NO DISCRIMINATION

<u>Section 1</u>. There shall be no discrimination in pay or in any other term or condition of employment because of race, color, religion, national origin, sex, gender identity or expression, genetic characteristics, age, physical handicap, or sexual orientation.

ARTICLE 32. WAGES

Section 1. Scales: The Wage Scales are attached as Schedule "A"

<u>Section 2</u>. <u>PERSONALIZED WAGES:</u> Employees who receive a personalized rate above the wage schedule set forth herein shall receive an increase added to their current personalized rate in the same amount as added to the rates in **Schedule** "**A**" Wages Scales.

<u>Section 3.</u> <u>HEAD WASHER – HEAD DISTRIBUTOR</u>: Where there is one (1) or more washer and distributor employed, one (1) in each classification shall be designated as a Head Washer or Head Distributor and shall receive the wage designated in this Agreement. A Head Distributor shall be designated within each plant and paid ten cents (10¢) above the Distribution rate. A Head Distributor must have supervisory functions in order to be designated Head Distributor.

<u>Section 4.</u> <u>NEW CLASSIFICATIONS</u>: Job Classifications listed herein are general for the industry, but do not necessarily contain classifications for all jobs for each particular plant.

<u>Section 5</u>. Where individual jobs are not identified and covered by the above general classifications, such jobs shall be classified by the work performed and the rate of pay shall be determined by evaluation. Job evaluation shall be based on other job rates in the industry. Job rates resulting from evaluation shall be by express Agreement between the Employer and the Union.

ARTICLE 33. DISPUTES, GRIEVANCE AND ARBITRATION

<u>Section 1.</u> If an Employee has the belief that an Employer's investigation will result in discipline, the Employee may request the representation of a Steward or if no Steward is present another Bargaining Unit Employee

In the event that an Employee does not ask for representation, the Employer will ask the Employee if the Employee wants representation where the investigation would lead to discipline.

<u>Section 2</u>. Claims of alleged violations of this Agreement shall not be considered unless the Employee, the Union or the Employer notifies in writing the other of such violation within twenty (20) days after the occurrence. No retroactive adjustment, if required, shall exceed ten (10) calendar days from the date that the written grievance is first submitted to the Employer or his designated representative by the Employee or the Union.

<u>Section 3</u>. Set our below are the steps to be followed in processing a grievance:

STEP ONE: Any aggrieved employee must present the grievance, with or without the assistance of a steward, to his immediate foreman or supervisor within twenty (20) calendar days of the date of the occurrence or knowledge of the occurrence prior to representation by a Business Representative of the Union. The Employee may then involve the Business Representative who will contact the Employer, or his

designated representative and every effort will be made to settle this dispute. If no satisfactory settlement is reached, the matter may be dropped or referred to:

- **STEP TWO:** The Secretary Treasurer or an Officer of the Union, or the Officer's designee who will within fourteen (14) calendar days of step one, contact the Employer or his designated representative. If no satisfactory settlement is reached the matter may be dropped or referred to:
- **STEP THREE:** Within fourteen (14) calendar days of STEP 2 the Union will contact in writing, the Regional Director, Regional Vice President, or the Labor Relations Manager in an effort to settle the dispute. If the dispute cannot be settled, the Union may, within fourteen (14) calendar days, file, in writing, for arbitration.
- **ARBITRATION:** The moving party shall procure and offer to the other a list of seven arbitrators provided by the Federal mediation and Conciliation Service. The parties will alternately strike names until only one name remains and an arbitrator is thus chosen. The parties will split arbitration fees. All other fees are the responsibility of the party requesting the service. The decision of the arbitrator may not exceed the scope of the language in the Agreement and is final and binding.

ARTICLE 34. STRIKES, LOCKOUTS AND PICKETING

<u>Section 1</u>. There will be no strikes, lockouts, work stoppages or slowdowns. The Union agrees to support the Employer fully in maintaining operations in every way. Should picketing be occasioned by persons or organizations other than the Union, Employees may refuse to cross such picket lines as are lawful, primary lines, and are officially and specifically sanctioned or approved by all three (3) of the following:

- 1) Los Angeles County Federation of Labor, AFL-CIO
- 2) The Workers United, International Union; and
- The Western States Regional Joint Board, Workers United, SEIU Local 52.

ARTICLE 35. MEDICAL, LIFE DENTAL PRESCRIPTION AND VISION PLANS

<u>Section 1</u>. Effective June 1, 2022, the Employer shall contribute to the Local 52 Health and Welfare Trust ("Welfare Trust Fund") the sum of Five Hundred and Thirty Five (\$535) per month for each eligible Employee.

<u>Section 2</u>. Effective, June 1, 2023 the Employer shall contribute to the Welfare Trust Fund the sum of Five Hundred and Thirty Five (\$535) per month for each eligible Employee.

<u>Section 3</u>. Effective, June 1, 2024 the Employer shall contribute to the Welfare Trust Fund the sum of Five Hundred and Thirty Five (\$535) per month for each eligible Employee.

<u>Section 4</u>. The Employer shall be responsible for any benefits, which would have accrued to an Employee if the Employer fails to make payments for an Employee as herein provided.

<u>Section 5</u>. Any monies unused for Health and Welfare may be rolled over for Pension contributions.

<u>Section 6</u>. The Company will commence to pay medical insurance for new hires after ninety (90) days of employment.

ARTICLE 36. PENSION TRUST FUND

<u>Section 1</u> Effective July 1, 2022, The Employer shall continue to contribute into Pension Trust Fund ("Pension Trust Fund") the sum of Eighty Dollars and Eighty-Eight cents (\$80.88) per month for each eligible Employee

<u>Section 2</u> Effective July 1, 2023, The Employer shall continue to contribute into Pension Trust Fund ("Pension Trust Fund") the sum of Eighty-Four Dollars and Fifty-Seven cents (\$84.57) per month for each eligible Employee

<u>Section 3</u> Effective July 1, 2024, The Employer shall continue to contribute into Pension Trust Fund ("Pension Trust Fund") the sum of Eighty-Eight Dollars and Forty-Three cents (\$88.43) per month for each eligible Employee

ARTICLE 37. GENERAL PROVISIONS APPLICABLE TO TRUST FUNDS AND DELINQUENCY PROCEDURES

<u>Section 1</u>. Each Employee bound by this Agreement hereby agrees to abide and be bound by all the terms and provisions of the Welfare Trust Fund Indenture and the Pension Trust Fund Indenture as executed and as it has been and may from time to time be amended.

<u>Section 2</u>. An eligible Employee with respect to who monthly contributions are required to be made shall mean:

- Any Employee covered by this Agreement who was employed by the Employer the first (1st) working day of the preceding calendar month and who has been on the payroll a full calendar month including the first (1st) working day of the month;
- 2. An Employee covered by this Agreement who was eligible for benefits from the Welfare Trust fund or an eligible participant of the Pension Trust fund within six (6) months prior to his/her date of hire; payments on behalf of such Employee shall be due on the first (1st) working day of the month following or coincident with his /her date of hire.

<u>Section 3</u>. Trust Fund contributions (together with report forms supplied by the Trust Funds for such purposes) shall be submitted by the Employer to the Trust Funds offices at 920 south Alvarado Street, Los Angeles, California 90006, or to such other place designated by the Trustees of the Trust funds.

<u>Section 4</u>. Contributions shall be made by the tenth (10th) day of the month for which payment is due. Payments not received in full by the twentieth (20th) day of the month shall be considered delinquent and subject to an amount equal to the greater of interest on the unpaid contribution at the highest rate permitted by law, or liquidated damages of ten percent (10%) of the amount of the contribution. This amount shall become due and payable to the Trust Funds by the delinquent Employer upon the day immediately following the date on which the contribution or contributions became delinquent and shall be in addition to said contribution or contributions; provided, however, the Trustees may waive payment of the liquidated damages, or any portion thereof, in a particular case upon good cause satisfactory to the Trustees.

<u>Section 5.</u> In any suit brought by the Trustees of the Trust funds to collect contributions, the Trustees or the Trust Funds shall be limited to the remedies described in 29 U.S.C. 51132 (g)

<u>Section 6.</u> Upon request of the Trustees the Employer shall make available such books, records, and reports as the Trustees' auditor deems appropriate to determine that the Employer has made required contributions. In the event the Trustees determine that the Employer failed to make the required contributions, the Trustees may assess the Employer the cost of the audit.

ARTICLE 38. SICK DAYS

<u>Section 1</u> Effective July 6, 2007, all Employees covered by this Agreement who have been continuously employed by their Employer for the period of at least one (1) year shall be entitled to a total of five (5) days sick leave with pay per year. A new employee will have the sick leave prorated to December 31st of the year in which the employee was hired. All other employees will have their current sick leave accruals prorated to a calendar year basis and they will suffer no loss of accruals in this computation. Such sick leave pay shall commence on the first (1st) working day lost for each disability. If the Employer so desires, he may require reasonable proof of disability. Falsification of sick leaves claims or proved abuse of sick leave privileges will be cause for immediate termination from the Company's employ.

<u>Section 2</u> Subject to the following paragraph, full pay shall mean five (5) eight (8) hour days pay at the Employee's regular straight time hourly rate for those days which the Employee would have worked had the disability not occurred.

<u>Section 3</u>. Sick leave pay shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an Employee, shall not exceed one hundred percent (100%) of the Employee's regular daily wage at straight time. If the sick leave pay allowable to an Employee hereunder when so combined with any such State disability exceeds one hundred percent (100%) of his/her regular daily rate at straight time, for any one (1) day then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the Employee by reason of any such reduction shall be retained in the Employee's sick leave pay account as a part of his accumulated sick leave pay credits.

<u>Section 4.</u> Sick leave will only be paid if sick leave pay is requested on each day sick leave is used. Sick leave shall be used each year or lost; the annual payout shall end. Employees must use accrued sick time when requesting and approved to be off.

<u>Section 5</u> Sick leave credit shall continue to accumulate during periods of sickness, injury, temporary layoff or leave of absence. However, after twenty

(20) consecutive working days of absence all credit shall cease, and Employee's accumulated sick leave shall be pro-rated during such periods of absence.

ARTICLE 39. LABOR MANAGEMENT COMMITTEE

<u>Section 1.</u> 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.

<u>Section 2</u>. 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.

<u>Section 3</u>. 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 40. HEALTH AND SAFETY

<u>Section 1</u>. In order to establish an accident free work environment, the Employees covered by this Agreement shall follow all safety rules and regulations that relates to their job classification.

<u>Section 2</u>. 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.

<u>Section 3</u>. The Employer shall make reasonable provisions to ensure the safety and health of its Employees during their hours of work.

- A. <u>PROTECTION FROM HEAT STRESS</u> The Employer will provide adequate clean drinking fountains or bottles of cool water and clean cups for Employees to use. In hot weather, the Employer also will provide a drink supplement such as Gatorade in adequate quantities. The Employer will take reasonable measures to reduce heat exposure and will consider recommendations provided by the Safety Committee.
- B. <u>SANITATION</u>- Restrooms will have appropriate lighting, mirrors and mats and will be stocked with necessities. The Employer and the Employees agree to cooperate in keeping the restrooms free of clutter and maintain them in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, except when temporarily closed for repair, cleaning or remodeling. Hand washing facilities will be made accessible to Employees.

The Employer will take reasonable measures to keep its facilities free of rodents, insects, droppings and dust.

C. <u>ERGONOMICS</u> – The Employer will take reasonable measures to address ergonomic issues that may arise.

<u>Section 4</u>. The Employer shall comply with all Federal, State and local standards, laws and regulations on health, sanitation and safety, including all regulations of the local fire department.

<u>Section 5.</u> 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.

<u>Section 6</u> The Employer will form an in-plant Safety Committee. The Committee shall be composed of an equal number 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 including a plant tour. 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. Also, such Employees shall not be subject to discharge or disciplinary action.

ARTICLE 41. GENERAL SAVINGS CLAUSE

<u>Section 1</u>. It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision of this Agreement be determined to be contrary to any Federal or State law, all other provisions of this Agreement shall remain in force and effect, and substitutions for the invalid provision or provisions shall be immediately negotiated.

ARTICLE 42. PROTECTION OF IMMIGRANTS RIGHTS

<u>Section 1</u>. No employee covered by this Agreement will experience a loss of seniority, compensation or benefits due to the submission of legally documented changes in his/her name and/or social security number.

In the event that an Employee has a problem with the Employee's right to work in the United States after completing the 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 forty-eight (48) hours of the Employee'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.

In the event that an Employee is not authorized to work in the United States following the Employee's probation period and employment is terminated for this reason, the Employer agrees to provide preferential hiring to the Employee if the Employee provides proper work documentation within one (1) year of prior termination.

ARTICLE 43. TRANSFER OF WORK

No employee will be laid off as a result of the Employer transferring work except: (1). Transfer of work that has been acquired within the previous ninety (90) days; (2). Work transferred by client's specific requirements, and the Employer will endeavor to procure replacement work (3). Work transferred as a result of equipment breakdown or repair for the period necessary to replace or repair the equipment.

The Employer will notify the Union of any transfer of work that would result in a layoff one week (1) prior to the layoff.

In the event of a layoff by transfer of work to the Ontario facility, the openings created at Ontario will be first offered to the laid off employees and such employees accepting the work will not suffer a reduction in rate of pay nor loss of vacation entitlement.

ARTICLE 44. 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, and the Employer will provide all notices and announcements in both English and the appropriate language(s) used by a significant number of Employees in the Employer's workforce. 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 Employees 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. The Union and the Employer will meet to discuss the funding, the intent and the implementation.

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, he or she may request the assistance of a translator of his or her choice, as long as such translator is on the premises.

ARTICLE 45. 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 by employees, managers, representatives of the union, or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

ARTICLE 46. 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, manner, equipment or conditions have changes 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 47. FUNERAL LEAVE

In the event of the death of a member of your immediate family a maximum of three (3) consecutive workdays off with bereavement pay will be permitted to allow you to attend the funeral and assist with the funeral arrangements. Paid funeral leave should not exceed (3) consecutive working days, except where travel distances exceed 500 miles from place of employments, in which case the total paid funeral leave should not exceed (5) consecutive working days.

Immediate family includes an employee's parents, stepparents, spouse, current spouse's parents, domestic partner, child, stepchild, brother, sister, stepsiblings, grandparents, and children of the employee's domestic partner.

ARTICLE 48. DURATION OF AGREEMENT

This Agreement shall become effective July 6, 2022, and shall remain effect until July 5, 2025, and from year to year thereafter, unless written notice is given <u>sixty</u> (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

WESTERN STATES REGIONAL

JOINT BOARD Workers United, SEIU LOCAL NO. 52

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Maria Rivera Regional Manager

CROTHALLLAUNDRY SERVICES, INC

Mahal Barran

Michael Barner, CEO, Crothall Laundry Services, INC

Negotiating Committee:

na Cuedas Guillermina

Oved Vasquez Maria M Martin Prad

CLASSIFICATION	Current	\$2.10 7/6/22	6% 7/6/23	6% 7/6/24
Lead person	\$16.85	\$18.95	\$20.09	\$21.29
Warehouse	\$16.55	\$18.65	\$19.77	\$20.96
Weigh master	\$15.95	\$18.40	\$19.50	\$20.67
Washer/Dryer	\$15.95	\$18.40	\$19.50	\$20.67
Soil	\$15.85	\$18.10	\$19.19	\$20.34
Janitor	\$15.85	\$17.95	\$19.03	\$20.17
Production Employees	\$15.55	\$17.65	\$18.71	\$19.83

SCHEDULE "A" WAGE SCALE FOR EMPLOYEES

Employees will make no less than \$2.50 above minimum wage if the minimum wage were to increase.

New Employees paid shall be paid at the scale rates listed above.

It is agreed and understood that the New Employee's rates of pay will increase as a percentage of each across the board increase negotiated in this Agreement.

No current Employee will lose his job because of the seniority rates set forth in the above scales.

All employees over scale rates above will receive their annual increases below:

7/6/22 \$2.10 7/6/23 6% 7/6/24 6%

<u>Hazard Pay</u>: 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.

Attendance Policy

General

The effective operation of Crothall La Mirada is based on the need for all employees to be at work every day, on time and work for the entire day. We realize that circumstances arise that result in employees not being at work all or a part of a day. Therefore, effective July 6, 2013 all employees will be reset to zero (0) point and Crothall La Mirada adopts the following policy.

Within any calendar consecutive 365 days an employee who accumulates over 8 points will be terminated.

Points

- One (1) point is assessed for each occurrence of unexcused absence.
- One half (1/2) of a point is assessed for each tardy of five minutes or more.
- One half (1/2) of a point is assessed each time you leave work prior to the completion of work for the day.

Progressive Discipline

- 5th point will result in a Verbal Warning
- 6th point will result in a First Warning
- 7th point will result in a Second Warning
- 8th point will result in Termination

Excused Absences

- Approved PTO
- Sick Days
- Union Leave
- Military Leave
- Personal Leave
- Any other Leave agreed per the Collective Bargaining Agreement

Under the Family Medical Leave Act an employee may be excused due to:

- Their own serious health condition
- The serious health condition of a close family member
- The need to take time off as a result of a pregnancy or adoption of a child