

AGREEMENT

BETWEEN

WESTERN STATES REGIONAL JOINT BOARD

AND

EMERALD TEXTILES

PHOENIX

December 4, 2021 to December 4, 2023

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AGREEMENT

This Agreement is entered into by and between Emerald Textiles, hereinafter called the “Employer”, and Local 2732 of the Western States Regional Joint Board of Workers United affiliated with Service Employees International Union, hereinafter called the “Union”.

ARTICLE 1. RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all production employees employed at the Employer’s facility located at 4410 W Mohave Street, Phoenix, AZ 85043 (“Employees”, each an “Employee”). “Production employee” as used herein means all persons engaged in any work in the processing or handling of merchandise or articles of any kind, including leads, and excluding maintenance employees, drivers, office clericals, guards, and supervisors as defined by the National Labor Relations Act.
- 1.2 No individual agreement with any Employee shall supersede any of the provisions of this Agreement unless approved by the Union.

ARTICLE 2. UNION MEMBERSHIP

- 2.1 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 executive date of this Agreement, become and remain members in good standing in the Union. 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.
- 2.2 Whenever the Employer hires an Employee for work covered by this Agreement, the Employer shall notify the Union immediately in writing, giving the full name, starting date, social security number, mailing address, and any phone numbers and email addresses known to the Employer, for each such new Employee or re-hire, and said Employee shall make application for membership in the Union in accordance with Section 2.1. The Employer will, upon request from the Union not to exceed once monthly, provide this same data for all current bargaining unit employees in a spreadsheet format.

ARTICLE 3. MANAGEMENT RIGHTS

- 3.1 It is mutually agreed that, except as clearly and specifically limited by the provisions of this Agreement, the Employer has and will retain the exclusive right and power to manage its plant, including, but not limited to the right to hire, discharge or discipline for just cause; to assign or transfer its employees (including Employees); to decide the products and services to be provided, the methods and schedules of production and service including the means and process of production and services to plan, direct,

control, increase, decrease, or diminish operations in whole or in part; to increase or change production or service work equipment; to sell, close, or remove any branch or facility; to transfer work; to utilize staffing agencies or to otherwise subcontract work; to change equipment, methods, facilities, areas of production or service, types of production or service; to introduce new methods, products, techniques, and/or equipment; to change or discontinue any procedure used in connection with production or service; to add to or reduce the number of shifts; to change the work schedules and/or the number of overtime hours to be worked; to determine the number of employees (including Employees) that it shall employ at any time or in any job classifications; to determine the job duties and responsibilities of any job classification; to determine the qualifications necessary to any of the jobs it shall have or may create in the future; to adopt, modify, change and enforce reasonable safety and plant work rules; to establish reasonable production and performance standards; to install or modify piece rates, change hourly paid jobs to piece rate or piece rate to hourly paid; to, in its discretion, assign or reassign work duties both of regular and overtime work in accordance with its determination of the needs of respective jobs and operations; to discontinue or transfer a product line, process or portion of the business; to determine the identity and selection of any carrier, trustee or administrator including the method of handling thereof for benefits provided under any Employer administered benefit plan; and to perform all other functions inherent in the administration and/or management of the business.

- 3.2 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 Employer. Neither the failure of the Employer 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.
- 3.3 It is agreed that the above listed reserved management rights, shall not be impaired by an arbitration award under Article 19.

ARTICLE 4. PLANT VISIT

- 4.1 It is agreed by both parties that in the interest of collecting information, observing working conditions, and settling complaints of Employees, the official representative of the Union may visit the plant of the Employer and confer with Employees during working hours; provided, however, that such visit is limited to two (2) Union representative who must notify the Employer no less than twenty four (24) hours in advance of the visit; and provided further, that such visit and conference with such Employees shall not interfere with the Employees' work and the orderly operation of the plant. Visits involving more than two (2) official representatives of the Union or with less than twenty-four (24) hours' notice may be granted at the sole discretion of the Employer.

ARTICLE 5. TERMINATION

- 5.1 It is understood and agreed that the right of discharge or discipline 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 Progressive Discipline which consists of:

1. Verbal Warning
 2. Written Warning
 3. 2nd Written Warning, which may include unpaid suspension of up to 3 days at the discretion of the Employer
 4. Termination
- 5.2 Should no offense occur in the twelve (12) months following the warning notice and/or disciplinary suspension, 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 shall be required for gross misconduct. Gross misconduct consists of but is not limited to: Theft, embezzlement, deliberate violation of posted company rules, bringing, selling or using illegal drugs or alcohol in the plant or on Employer property or starting a fight. Violation of the above basic rules shall constitute just cause for discharge without redress. No arbitrator shall have the right or power to change or contest the appropriateness of the penalty meted out by the Employer as a result of the violation of these rules.
- 5.3 When a warning notice is given, and there is a Union Steward in the plant, the Steward will be present when the notice is given to the Employee. A Copy of the warning notice must be sent to the Union within five (5) working days.
- 5.4 The Union and the Employer agree that electronic communication, including e-mails and fax copies, satisfies the requirement of this Agreement with regards to proper notification. This includes but is not limited to filing of grievances, response to grievances, letters of agreement and amendments to the Agreement.
- 5.5 A new Employee may be discharged or disciplined without cause during the first ninety (90) days of employment.

ARTICLE 6. SANITATION AND SAFETY

- 6.1 General. The Employer shall make reasonable provisions to assure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Employer to ensure that all supervisors and Employees comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary, and healthful working conditions. Both the Union and the Employer recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tagout, and bloodborne pathogens. Employees shall be provided with applicable safety and health information.
- 6.2 Protection from Heat Stress. The Employer shall furnish adequate ventilation for the premises on which the work is done. The Employer shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups to allow easy access by Employees for frequent drinking. Electrolyte beverages will be provided when the temperature in the plant is above 98 degrees. The Employer shall take all reasonable measures to reduce heat exposure and will consider any recommendations provided by the Safety and Health Committee.

- 6.3 Sanitation. Restrooms shall include appropriate lighting and mirrors and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The rest rooms will be open during working hours, lunch and rest periods, unless temporary closing is necessary for repair, cleaning, or remodeling. Handwashing facilities will be made accessible to Employees.
- 6.4 Protection from Bloodborne and Airborne Pathogens:
- a. Protective Equipment. For Employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Employer shall provide appropriate personal protective equipment. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the Employee’s clothes, skin, eyes, or mouth, under normal conditions of use. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the Employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.
 - b. Vaccinations. The Employer shall offer the Hepatitis B vaccination series to all Employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the Employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the Employee is immune, or the vaccine is contraindicated for medical reasons.
- 6.5 Joint Safety and Health Committee. A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The General Manager or their designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Employer will consider all the recommendations from the Committee in good faith.
- 6.6 Safety and Health Related Training. The Employer shall provide job safety and health related training as required by Federal, State, and Local regulations. Such training shall take place at intervals that comply with the applicable regulation or standard. It shall be the obligation of all Employees to wear and/or utilize appropriate protective equipment provided hereunder when there is a bonafide health and safety requirement that such

equipment be worn and provided there is no bonafide medical reason that the Employee cannot wear or utilize such equipment.

ARTICLE 7. EMPLOYEE DEDUCTIONS

- 7.1 The Employer shall deduct from the pay of all Employees covered by this Agreement all Union dues, initiation fees and re-initiation fees upon notice from the Union that each Employee has authorized such deductions. Such deductions thus made shall be forwarded to the Union not later than the tenth (10th) of each month for which the deductions are made.
- 7.2 The Employer shall additionally deduct from Employees pay, contributions to the SEIU Committee on Political Education (COPE), or successor fund as identified by the Union in writing, upon notice from the Union that each Employee has authorized such deduction, in the amount specified for each week or pay period worked from the wages of those employees who voluntarily authorize such contributions at least seven (7) days prior to the next scheduled pay period, on the forms provided for that purpose by the Workers United, Western States Regional Joint Board. These transmittals shall occur no later than the tenth (10th) 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.
- 7.3 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. 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 attorneys' fees and cost of the suit.
- 7.4 The Union is the custodian of records for Employee authorizations of the deductions identified herein. Such authorizations may be collected by any other means of indicating agreement allowable under state and federal, including but not limited to written membership application forms, digital authorization forms with electronic signature, and/or voice authorization. The Union will submit to the Employer a list of members who have authorized such payroll deductions and shall provide the Employer with verification that payroll deductions have been authorized by the employee only in the event a question arises about an Employee's membership status.

ARTICLE 8. BULLETIN BOARD

- 8.1 The Employer agrees to provide a bulletin board for exclusive use of the Union, which will be placed near the Employees' time clock or in a location to be mutually agreed upon by the parties.

ARTICLE 9. UNIFORMS

- 9.1 Should the Employer require that Employees wear any uniform, the Employer will furnish, laundry and/or clean such uniforms, without cost to the Employee. 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 assigned to a washroom.
- 9.2 Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that is in their custody.

ARTICLE 10. UNION STEWARDS

- 10.1 The Union may appoint members of the bargaining unit to serve as Union Stewards. The number of Union Stewards will be no more than one (1) active steward per shift; provided, however, that the Union may appoint a second alternate steward on each shift who shall function as the steward when the active steward is not present.
- 10.2 The Union will notify the Employer in writing of the names of said Stewards.
- 10.3 Stewards shall not be discriminated against in any manner by the Employer or their agent because of giving any information regarding violation of the Union Agreement or on account of the steward's activities in presenting an adjustment of grievances or disputes to the Union.

ARTICLE 11. REST AND MEAL PERIODS

- 11.1 Rest Periods. The Employer shall permit all Employees to take rest periods, which insofar as practicable 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, a rest period need not be authorized for Employees whose total daily work time is less than three and one-half (3-½) hours. When there are two (2) hours or more of overtime, an additional ten (10) minute break shall be given at the end of the Employee's regular shift. Rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- 11.2 Meal Periods. Employees who work at least five (5) consecutive hours in a shift shall be provided a half-hour meal period. No Employee shall be required to work more than five (5) consecutive hours without a meal. Employees working more than ten (10) hours in a workday will be provided an additional half-hour meal period. Meal periods are unpaid.

ARTICLE 12. INTERMITTENT PERIODS OF WORK

- 12.1 There shall be no intermittent periods of unemployment during any one (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 ready, they shall be paid from the time they are ordered to work until actual work begins.

- 12.2 “Breakdown” shall be defined as the inability of an 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, equipment malfunction, and act of government or their similar causes.
- 12.3 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 own shall be paid for such time at their classification rate.
- 12.4 If an Employee is required to report for work and does report, but is not put to work or is furnished less than half said Employee’s usual or scheduled day’s work, the Employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours at the Employee’s regular rate of pay, which shall be not less than the minimum wage herein provided.
- 12.5 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 their classification rate 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.
- 12.6 In the event of an Energy Crisis where the local utility companies enforce a voluntary shutdown during specified periods of the day, the Employer and the Union will mutually agree on alternate or optional shift schedules to meet such an emergency.

ARTICLE 13. HOURS AND OVERTIME

- 13.1 **Guaranteed Work Week.** Except as set forth below, regular full-time Employees are those who are guaranteed a thirty-six (36) hour work week. Regular part-time Employees are those who are not guaranteed a regular thirty-six (36) hour work week. With respect to Regular full-time employees, there will be no guaranteed work week during periods of Breakdown (as defined in Article 13) or during an employee’s first 180 days of employment. Notwithstanding Articles 14 and 15, regular part-time Employees’ holiday and vacation leave shall be figured on a pro rata basis. When any holiday specified herein falls on a day in which a regular part time Employee is scheduled for work, the Employee shall be paid for the hours normally worked by the Employee on that day, even though no work is performed.
- 13.2 Not more than one (1) part time Employee shall be employed for every three (3) Employees on a full-time shift.
- 13.3 Employees shall be paid at their regular hourly rate of pay, except in case of breakdown as defined in Article 12.
- 13.4 The regular straight time work week shall be any five (5) consecutive days out of seven (7) days at eight (8) working hours daily.
- 13.5 Overtime.

- a. Any time worked in excess of eight (8) hours daily and forty (40) hours weekly, will be paid at the rate of time and one-half (1-1/2) the Employee's regular hourly rate of pay.
- b. Any time worked in excess of twelve (12) hours daily, and any work on the seventh (7th) consecutive day, shall be paid at double the Employee's regular rate of pay.
- c. Except in the case of emergency, the Employer will notify Employees before their first meal period that they will be required to work overtime that day.

13.6 Time Records. Time records will be maintained by the Employer for all Employees for the purpose of recording time worked. The records will show the actual time employment begins and ends each day, and the hours worked for the day, and the total hours for the pay period. Time clocks or other adequate time recording devices will be maintained by the Employer for the purpose of recording upon the timecards the actual hours worked by the Employee covered hereby. All records, including time records and production records used to determine the amount of pay, shall be kept on file for at least four (4) years and shall be available for Union inspection during regular business hours. Employees shall be paid for all time worked based on their actual clock in and clock out time.

13.7 Reporting Pay. All regular Employees ordered for work on a day, who report for work on that day, shall receive no less than four (4) hours' pay at their regular hourly rate of pay for that day, except as provided for under Article 12 in case of breakdown.

ARTICLE 14. HOLIDAYS

14.1 The Employer agrees that the following shall be observed as holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

14.2 Employees regularly scheduled to work on the day on which a holiday falls will have the day off and receive holiday pay equivalent to the number of regularly scheduled hours at their regular rate of pay. In the event an Employee accrues an unexcused absence in the three scheduled shifts immediately preceding or following the holiday, such Employee will not be entitled to holiday pay.

14.3 Employees not regularly scheduled to work on the day on which a holiday falls will receive holiday pay equivalent to the number of hours in their regularly scheduled daily shift at their regular rate of pay.

14.4 Voluntary Holiday Work. Upon the Employer's request, Employees may volunteer to work on a holiday. In such cases, the Employer will post for volunteers one week prior to the holiday. Employees working on a holiday will be offered a substitute day off within one pay period before or after the holiday, or on another date mutually agreed by the Employer and Employee.

ARTICLE 15. VACATIONS

- 15.1 Upon completion of the indicated number of years of continuous employment, and on each succeeding anniversary date of employment, Employees will be immediately accruing the indicated vacation time:
 - a. 1 year: 1 week vacation
 - b. 3 years: 2 weeks' vacation
 - c. 7 years: 3 weeks' vacation
 - d. 14 years: 4 weeks' vacation

- 15.2 The vacation pay shall be paid at the Employee's regular rate of pay, in advance of the start of the vacation period.

- 15.3 The employer shall post a vacation list during the month of November and December and the Employees shall select their vacation by seniority. If an Employee fails to select as set forth above, they must give the Employer at least (60) days' notice prior to the effective date of their vacation. However, those Employees who select in November and December shall have preference over those who select later regardless of their seniority. Any change in the vacation schedule as posted must be made with the Employer consent. Vacation request response shall be given within five (5) working days.

- 15.4 Absence due to industrial accident and/or industrial illness shall be considered as time worked in determining seniority, vacation, severance, and other contractual benefits earned hereunder.

- 15.5 No holiday shall be included in any actual vacation time as the days are counted. If a holiday falls during the vacation period, the Employee has the option of an extra day's pay or receiving an extra day off with their vacation.

- 15.6 The Employer will, in the case of sale or transfer of ownership of the facility, or upon dissolution of business, pay out all duly accrued vacation prior to such sale or transfer.

ARTICLE 16. ILLNESS AND LEAVE OF ABSENCE

- 16.1 An Employee shall not lose job seniority if they are absent due to illness or accident for shorter periods than shown below:

After three (3) months continuous service, twenty (20) working days

After six (6) months continuous service, ninety (90) working days.

After five (5) years continuous service, one hundred twenty (120) working days

After fifteen (15) years continuous service, one hundred fifty (150) working days.

After twenty (20) years continuous service, one hundred eighty (180) working days.

- 16.2 No vacation benefits shall accrue to any Employee after thirty (30) consecutive working days of absence.
- 16.3 Illness, and/or leave of absence and/or maternity leave shall not be accumulated. Regardless of anniversary year, such absences shall not extend beyond periods shown above.
- 16.4 An Employee who is absent due to industrial accident and/or illness shall maintain their prior seniority for purposes of rehire and future vacations, but they shall not accrue any vacation or holiday benefits other than those provided in Section 16.1.
- 16.5 One (1) leave of absence per anniversary year shall be granted up to twenty (20) 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. A leave of absence must be requested by the Employee personally two (2) weeks prior to the needed time off, except in the case of an emergency or jury duty where the Employee did not receive two (2) weeks' notice by the court. In the event of an emergency the Employee, or a member of the employees' immediate family must personally call the Plant Manager and give an explanation for the requested time off. Failure to either request a leave of absence in person or reporting an emergency to the Plant Manager within twenty-four (24) hours of the emergency requiring them to miss work, or failure to provide proof of a bona fide emergency upon return for an emergency will result in immediate discharge. A bona fide emergency will be limited to death in the immediate family (mother, father, spouse, child, mother-in-law, father-in-law, siblings) or emergency hospitalization of Employee only. The notification must be made to the Plant Manager, not office staff, clerks, or other Employees. If the Employee is hospitalized and unable to call Management within twenty-four (24) hours, then they or a member of the Employee's immediate family must do so as soon as possible with verification from the attending physician. Failure to comply with the above requirement will constitute job abandonment by the Employee.
- 16.6 Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job related purposes, temporary disabilities and shall be treated as an illness or accident in accordance with Section 16.1.
- 16.7 The provision of this Section, where applicable, shall include such leave as Employees are entitled to and is required by the family and Medical Leave Act of 1993, Public Law 103-3 ("FMLA"), and California law granting family medical leave rights. Accrued paid vacation leave shall not be substituted for FMLA leave unless the Employee requests it.
- 16.8 Employees covered by this contract shall be eligible for a leave for union business. Requests for such leave shall be given in writing to management two (2) week before such leave is scheduled. No such leave may exceed one hundred and twenty (120) days. Any Employee on such leave 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 and the accrual of benefits based on seniority. The Employer shall have no obligation to pay wages or fringe benefit contributions during such leave and shall receive credit for any sick leave days paid by the Union to the Employee during the

special leave, this to be applied against any sick leave payments the Employer may be required to pay during the leave.

The Employer will comply with the California Family School Partnership Act

ARTICLE 17. SENIORITY

17.1 Seniority shall be based on the length of continuous employment with the Employer. Reduction of the working forces recall from layoffs, and assignment to a part-time shift and assignment of overtime shall be in accordance with seniority, if the most senior Employee is qualified to meet standard qualifications within the sub-classification of each classification.

17.2 Seniority of an Employee shall be lost when an Employee:

1. is discharged for cause.
2. resigns
3. is not re-hired within the following days after layoff.

Up to 180 days employment: 90 days
180 days – 1 year employment: 180 days
1 year – 5 years employment: 270 days
Over 5 year's employment: 365 days

4. is absent more than the working days as spelled out in Section 16.1.
5. fails to report to work within three (3) working days after being recalled from layoff. However, if an Employee fails to report because of bona fide reasons such as serious illness or jury duty, they shall be kept on the seniority list and shall be the next Employee recalled if her meets the requirements in Section 17.2.3 above; or
6. is absent from work two (2) working days without notification to the Employer in a rolling 12-month period. However, when an Employee has extenuating circumstances beyond their control and is unable to report to work or notify the Employer, this will be taken into consideration by the Employer prior to any action being taken.

17.3 In all cases of layoff and recall of forces, the following factor shall be considered

1. Knowledge, skills, efficiency on the job.
2. Physical fitness for the job; and
3. Length of seniority.

ARTICLE 18. TRANSFERS

- 18.1 Permanent Transfers. An employee desiring a permanent transfer shall indicate same on a form provided by the Employer. Copies of the forms shall be provided to the Union and the employee. Transfer requests will remain valid for six (6) months. Preference in filling job vacancies will be given to employee who have said requests on file, on the basis of seniority, provided the employee is qualified for the position or can qualify within two (2) weeks. When a vacancy is filled, the Union will be notified. Employees failing to qualify will be returned to their former position or a similar position if their former position is not available and will not be eligible to bid again on the same job for a period of (1) year. The first vacancy created by a transfer will also be filled by this procedure. Subsequent vacancies may be filled by this procedure or by new hires at the discretion of the Employer. Employees awarded a position through this process will not be eligible to move again for a period of one (1) year without consent of the Employer unless the job transfer includes a shift change, in which case they may move again to another job on the new shift within the ensuing year, or unless the employee has been displaced as provided in the layoff section of this Agreement. Selection of Leads shall be at the discretion of the Employer.
- 18.2 Transfer Out of Unit. If an employee is transferred out of the bargaining unit and the Employer permits him/her to return within six (6) months of the transfer, he/she shall return with seniority.

ARTICLE 19. GRIEVANCE PROCEDURE

- 19.1 This grievance procedure shall be applicable to all disputes between the parties.
- A. The first step will be for the grievant and their supervisor to attempt to resolve the grievance with the assistance of the Union Steward if requested by the Employee.
 - B. 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. The Union Representative and the Plant Manager will then meet to attempt to resolve the dispute.
 - C. If the Plant Manager and the Union Representative fail to resolve the dispute, it will then be submitted to the Regional Director/Human Resources Manager in an attempt to resolve the dispute.
 - D. If the Regional Director/Human Resources Manager and the Union Representative fail to resolve the dispute, it will then be submitted to the Federal Mediation and Conciliation Service. At an informal hearing, the Mediator will attempt to resolve the issues, following a presentation of each party's case. If both the Employer and the Union agree prior to the hearing, the decision of the Mediator will be binding.
 - E. If the grievance is not disposed of at the hearing with the Mediator, then the matter shall be submitted to arbitration within thirty (30) days of the conclusion of the hearing with the Mediator. When a grievance is submitted to arbitration, the

Employer and the Union will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services, each of whom must be a member of the National Academy of Arbitrators, and alternately scratch names until one (1) arbitrator remains.

- F. The decision of the designated arbitrator shall be final and binding upon both parties. Should either party refuse to accept such decision, then the other party may take whatever action they deem necessary to force compliance with said decision.
- G. It is hereby agreed that the cost of the arbitrator through the Federal Mediation and Conciliation Service and the incidental costs added thereto shall be borne equally by the Union and the Employer.
- H. It is hereby agreed that the limitation as to time as set forth in this clause shall not be applicable if a delay is occasioned by reasonable inability by either one of the parties to meet within the prescribed time limits.
- I. It is further agreed that any dispute involving wage rates, overtime or other matters involving the pay of Employees must be filed in writing within thirty (30) days of the act or omission which is grieved, and retroactive compensation shall be limited to three (3) months preceding the date of filing.
- J. Pending the decision of any question referred to this Grievance Procedure work shall be continued in accordance with the provisions of this Agreement.

ARTICLE 20. NO STRIKE – LOCKOUT

- 20.1 There shall be no lockouts, strikes, slowdowns, work stoppages, picketing or interference with production, including sympathy strikes, for any reason whatsoever during the period of this Agreement.
- 20.2 The Union, its officers, agents, and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, work stoppage, picketing or interference with the operations, including sympathy strikes, for any reason whatsoever.
- 20.3 If any unauthorized strike, slow down, work stoppage or interference with production, including sympathy strike, occurs, or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

ARTICLE 21. WELFARE BENEFITS

- 21.1 Employees will be eligible to participate in group medical, life, dental, vision and pharmaceutical plans sponsored by the Employer on the same terms and conditions as non-bargaining unit employees of the Employer. Employees will be required to pay any usual and customary monthly contributions established annually by the plan administrator to participate in the plans, as applicable, based upon the plan designs and coverage tiers selected. Employees will be eligible to participate in certain other Employer group benefit programs that are made available from time-to-time to non-bargaining unit

employees, subject to the terms and conditions set forth in the applicable plan documents or Employer policy.

- 21.2 During the term of this Agreement, the plan sponsor reserves the right to modify the terms and conditions of its group benefit plans in order to maintain parity with the group benefit plans provided to non-bargaining unit employees. Any changes in third party administrators, insurers, coverage, and benefits and/or any changes in contributions, premiums, deductibles, or plan design which may occur in the benefit programs provided under this Agreement implemented during the term of this Agreement will be applied to the bargaining unit Employees on the date or dates that such changes become effective for non-bargaining unit employees. Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the grievance procedures set forth in Article 19 of this Agreement.

ARTICLE 22. 401(K) PLAN

- 22.1 Employees will be eligible to participate in the Employer's 401(k) Plan on the same terms and conditions as non-bargaining unit employees of the Employer.
- 22.2 The 401(k) Plan will be governed by the terms and conditions set forth in applicable plan documents, and the 401(k) Plan may be amended, changed or terminated by the plan sponsor at any time at its sole discretion without prior consultation with the Union; provided that the Employer will not terminate the 401(k) Plan or alter the rate of Employer contribution under the 401(k) Plan without first bargaining with the Union. Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable plan documents and will not be subject to the Grievance Procedures set forth in Article 19 of this Agreement.

ARTICLE 23. SICK LEAVE

- 23.1 The Employer will comply with the California Healthy, Workplaces, Healthy Families Act of 2014, as amended, (the "Act").
- 23.2 New Employees will be granted 24 hours of paid sick leave upon hire, which may be used upon completion of 90 days employment; provided, however, that part-time Employees will accrue sick leave in accordance with the Act.
- 23.3 Upon completion of 1 year employment, Employees will be entitled to 40 hours paid sick leave per year.
- 23.4 Sick leave may be used in connection with the diagnosis, care, or treatment of an existing health condition for, or the preventive care of, the Employee or the Employee's immediate family member, including spouses, domestic partners, children, parents (including stepparents and parents-in-law), grandparents, and siblings; as well as in connection with domestic violence, sexual assault, or stalking as provided in the Act.
- 23.5 Unused sick leave benefits in any one (1) year shall accumulate from year to year to a maximum of eighty (80) hours.

ARTICLE 24. WORKING RULES

24.1 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 25. DISCRIMINATION

25.1 There shall be no unlawful discrimination in pay or in any other term or condition of employment because of race, color, religion, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, genetic characteristics, age, medical condition, disability (physical or mental), pregnancy, status as a Vietnam-era veteran or special disabled veteran, citizenship, or other status protected by federal, state, or local law.

ARTICLE 26. INSPECTION OF RECORDS

26.1 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 27. SUCCESSORS

27.1 Should the Employer sell, assign or otherwise transfer the facility covered by this Agreement, in whole or in part, the Employer shall make a good faith effort to have the buyer, assignee or transferee adopt this Agreement, and the Employer shall make the existence of this Agreement known to the new ownership or management.

ARTICLE 28. WAGES

28.1 General Wage Increases. All bargaining unit Employees will receive increases to the hourly wage rate earned by the Employee on the dates indicated as follows:

On March 1, 2022, each classification rate below shall receive a \$0.75 wage increase.

28.2 Minimum pay rate.

General Labor	\$13.75
Leads	\$14.75
Soil bag Opener	\$14.75
Shipping Dept	\$14.75
Washer/Dryer	\$14.75

28.3 Shift Differentials.

- a. 1st Shift. Employees working a shift that begins between 4:00 AM and 1:59 PM will be paid their regular hourly rate of pay with no shift differential.
- b. 2nd Shift. Employees working a shift that begins between 2:00 PM and 9:59 PM will be paid five cents (\$0.05) additional to their regular hourly rate of pay.
- c. 3rd Shift. Employees working a shift that begins between 10:00 PM and 3:59 AM will be paid ten cents (\$0.10) additional to their regular hourly rate of pay.

28.4 Pay Day. Employees will be paid by negotiable checks on a bi-weekly basis every other Friday for work performed during the two previous calendar weeks. Employees may elect to have their checks directly deposited to a bank account.

28.5 Should the Employer create additional job classifications earning distinct wage rates, such rates will be negotiated with the Union prior to implementation. In the event the parties cannot agree on an appropriate wage rate, the Employer shall be entitled to implement the new job classification and establish a wage rate. The Union shall be entitled to file a grievance pertaining to the implemented wage rate, and such grievance may be processed through the Agreement's grievance and arbitration procedures. In the event of an arbitration, the arbitrator's sole authority will be to either (i) confirm that the Employer's implemented wage rate is appropriate, or (ii) determine an appropriate wage rate to be paid for the job classification on a go forward basis.

ARTICLE 29. FUNERAL LEAVE

29.1 Employees shall be granted three (3) days of funeral leave with pay to attend the funeral for a member of their immediate family. An additional two (2) unpaid days shall be granted to attend a funeral that is more than 500 miles away. The immediate family is defined as parents (including stepparents and parents-in-law), spouse, children (including adopted and step-children), siblings, grandparents, and grandchildren. The Employer shall have the right to require proof of attendance at the funeral.

ARTICLE 30. JURY DUTY

30.1 Employees will be provided with time off in order to discharge jury duty obligations. Official notice shall be submitted to the Employer prior to such leave being granted. An Employee may use vacation time in order to receive pay during jury duty.

ARTICLE 31. ETHNIC AND CULTURAL DIVERSITY

31.1 While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their own choice among themselves. Where there is communication difficulty with a particular Employee, on request the Employer will provide a translator chosen by the Employee to facilitate communications, so long as the individual is on the premises at the time requested.

31.2 Discharge or Suspension of Employees based on information regarding their immigration status. In the event that the Employer is legally required to suspend or discharge an

Employee, on account of information and/or documentation obtained concerning their immigration or citizenship status, any such suspended or discharged Employee will retain their seniority and they may be reinstated to employment on the presentation of documentation and/or information establishing her/his right to be employed by the Employer within the terms of Section 16.1 of this Agreement. Upon her/his reinstatement, any such Employee shall be granted the seniority held by the Employee on the date of her/his suspension and/or discharge. If the Employee returns within two (2) weeks, they will be placed in their former position. If the Employee returns after two weeks, they will be entitled to any open position of their choice for which they are qualified or to displace a probationary Employee. If there are no such positions available, the Employee shall be placed on layoff status with all the rights of any laid off Employee according to seniority.

- 31.3 In the event that the Employer is served with validly executed Search or Arrest warrant, the Employer shall take the following action: To the extent legally possible, arrange for questioning of Employees to occur in as private a setting as possible in the workplace.
- 31.4 The Employer shall grant Employee excused absences, where given one weeks' prior notice for the following purpose: To attend any appointments scheduled by the USCIS or U.S. Department of State with respect to immigration or citizenship status of the Employee, spouse, child or parent. The Employer may require proof of the appointment and proof of the family relationship.
- 31.5 The employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.
- 31.6 The Employer shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes name, addresses and social security numbers.
- 31.7 If an Employee requests that Employer change her/his records regarding her/his name or social security number, and the Employer can lawfully do so it will do so and change will not prejudice the Employee's seniority or other rights under the Agreement.
- 31.8 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 Employer shall immediately notify the Union by telephone to the Union office.

ARTICLE 32. RESPECT AND DIGNITY

- 32.1 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 coworkers, managers or supervisors 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 Union representative 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 translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in

a professional manner. All acts of disrespect shall be subject to the grievance and arbitration procedure.

ARTICLE 33. JOINT LABOR-MANAGEMENT COMMITTEE

- 33.1 There will be established a Joint Labor-Management Committee. The permanent members of the committee shall be representatives of the Local Union and the Employer.
- 33.2 It is agreed and understood that this committee acts in an advisory capacity only, and does not have the authority to change, modify, or add to the Collective Bargaining Agreement, nor are any of their decisions binding on the parties covered by the Collective Bargaining Agreement. Subjects that can be discussed include but are not limited to health issues, safety issues, and respect and dignity issues.

ARTICLE 34. CHANGES IN THE LAW

- 34.1 The Parties 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 Agreement, 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 affected by the change in local, city, state, or federal law.

ARTICLE 35. GENERAL SAVINGS

- 35.1 It is the intent of the parties to abide by all applicable Federal and States 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 36. DURATION OF AGREEMENT

36.1 This Agreement shall become effective on December 4, 2021 and shall expire on midnight on December 4, 2023. The Agreement shall automatically be renewed from year to year thereafter unless written notice is given sixty (60) days prior to any expiration date, by either party, that that such party intends to terminate the Agreement on the expiration date or any thereafter if the Agreement is automatically renewed. Failure by either party to give such written notice shall be deemed to be definite and automatic consent to the renewal of the Agreement for a period of one (1) year following any expiration date hereinabove fixed.

EMERALD TEXTILES LLC

By:



Steven Beach, Corporate Director, HR

3/30/22

Date

LOCAL 2732, WESTERN STATES REGIONAL JOINT BOARD

By:



Maria Rivera, Regional Manager

3/28/22

Date

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