

AGREEMENT

Between

HEDMAN MANUFACTURING COMPANY

And

**WESTERN STATES REGIONAL JOINT BOARD,
WORKERS UNITED
LOCAL 482**

Covering the Period From:

January 1, 2022 – December 31, 2024

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HEDMAN MANUFACTURING COMPANY

THIS AGREEMENT MADE AND ENTERED INTO THIS 1st day of January, 2022, by and between HEDMAN MANUFACTURING COMPANY, located at 12438 Putnam Street, Whittier, California 90602 hereinafter designated as the “Employer”, and the WESTERN STATES REGIONAL JOINT BOARD, WORKERS UNITED said body being an unincorporated association and hereinafter designated as the “Union”, for and in behalf of itself and the employees now employed or hereafter to be employed by the Employer.

WITNESSETH:

WHEREAS, the Employer represents that it is engaged in the manufacturing of hedders; and

WHEREAS, the workers employed by the Employer have duly designated the Union as their exclusive bargaining representative for the purpose of collective bargaining with the Employer with respect to rates of pay, wages, hours and other conditions of employment; and

WHEREAS, the parties desire to cooperate in establishing conditions which will secure a living wage and improved working conditions, and to provide methods for a fair and peaceful adjustment of all disputes that may arise between parties;

NOW, THEREFORE, in consideration of the mutual promises and obligation herein assumed and contained, and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – MUTUAL OBLIGATIONS

The parties agree that this agreement shall be binding upon them and their respective transferees, successors and assigns, and that they will faithfully comply with its provisions. In the event the employer sells or transfers the business or the shop, the Employer shall nevertheless continue to be liable for the complete performance of this agreement until and unless the purchaser or transferee expressly acknowledges in writing that it is fully bound by the terms of this agreement.

ARTICLE 2 – UNION RECOGNITION

The bargaining unit covered by this Agreement consists of all non-supervisory production, shop clerical, maintenance packing, shipping and receiving workers employed by the Employer. It is agreed that the Union represents a majority of such workers and that it shall be the sole and exclusive bargaining representatives for all workers in the bargaining unit during the entire period of this agreement. Neither the Employer or any of its agents shall directly or indirectly discourage membership in the Union.

ARTICLE 3 – UNION MEMBERSHIP

Good standing membership in the Union shall be a condition of employment for all employees on and after the thirtieth (30th) day following the beginning of such employment or the execution or effective date of this provision, whichever is later.

ARTICLE 4 – TRIAL PERIOD-NOTIFICATION

A. Newly hired workers shall be deemed during the first ninety (90) days of employment to be engaged for a trial period. During this ninety (90) day trial period Employees are not entitled to benefits, except as required by law.

B. The Employer shall notify the Union monthly in writing of all new employees hired and of all employees terminated as well as, layoffs and recall of laid off employees.

ARTICLE 5 – PROMOTIONS AND TRANSFERS

A. Trial period for promotion for a new job shall be ninety (90) days with a review with the Union after sixty (60) days.

B. If there is no work in an employee's department they can be transferred to another department. As soon as there is work in their department they should have the right to go back to their department immediately, unless they wish to stay in the new position as long as there is work available.

If there is work in their departments, they should not be transferred to another department, unless the company finds it necessary but only on a temporary basis.

C. Permanent Transfers. The Company will maintain a list of employees who have requested transfer to another position and will consider all requests on the list applicable to the position to be filled in seniority order. The employee will have a (30) thirty day probationary period in the new position. If at the end of the (30) thirty day period the company determines that he or she should not remain in the new (2nd) position, he or she will return to the former (1st) position.

The employee desiring such a transfer should submit his/her request to the Plant Manager who will be responsible for keeping this list and assisting in the consideration by seniority of all applicable requests. The employee may file a request anytime after completing his/her probationary period. If the employee chooses to not take the available position he/she must wait six (6) months to request another transfer.

ARTICLE 6 – CHECK OFF

The Employer agrees to deduct membership dues from the earnings of its employees monthly and transmit the same to the Union, or its designee within forty-eight (48) hours thereafter, subject to the requirements of law concerning authorization and assignment by the workers individually.

ARTICLE 7 – HOURS-OVERTIME

The regular work day shall be eight (8) hours and the regular work week shall be forty (40) hours. All hours in excess of 8 in one day and 40 in one week shall be paid at the overtime rate provided by law; provided, however nothing herein shall require overtime pay for hours in excess of eight (8) in one regular work day if no then-applicable law so requires. All work on Saturday shall be overtime work and paid for at the rate of time and one-half (1-1/2). Sunday work shall be overtime work and paid for at double time, except if an employee voluntarily absents himself during the same payroll workweek; in that event, he must first work 40 hours that week before being paid for any Sunday hours at the overtime rate. The Employer agrees, to the extent possible, to give employees reasonable advance notice of overtime work. Overtime shall be optional at the discretion of each employee, except if an employee voluntarily absents himself during the same payroll work week; in that event he must first work forty (40) hours that week before such work will be considered overtime. The Union shall encourage the workers to work the necessary overtime. It is understood that the hours to be used in the calculation of overtime are those that are actually, physically worked.

ARTICLE 8 – WAGES AND STANDARDS

A. The following schedule and conditions are established for wage increases for all employees in the bargaining unit: Existing Employees shall continue to receive the hourly wages they currently earn, without reduction. Company will adhere to all minimum wage increase mandated by the city, state, and federal law during the terms of this contract January 1st. 2022 through December 31st. 2024

Wage increases become invalid if at any point during the terms of this CBA mandatory city, state or federal government wages are increased (Superseded) equal to or greater than agreed to wage increases in this CBA.

1/1/22 - No wage increases other than state mandated (Min. Wage) of \$15.00 per/hour.

1/1/23 - \$0.25 per/hour for General labor. \$0.50 per/hour for Welders

1/1/24 - \$0.50 per/hour for General labor. \$0.50 per/hour for Welders

B. Wages shall be paid weekly by check on a fixed day.

C. No homework shall be permitted.

D. The employer shall comply with all the standards of sanitation and safety required by law

E. The employer shall not charge workers for damage to material unless caused willfully, or negligently.

F. The employer shall have a time clock in the shop. Each employee shall clock in and out at the beginning and end of their work schedule. The Employer will provide time clocks in good working condition that are calibrated on a regular basis.

G. Wages, prices and standards and other working conditions now existing or hereafter established in the employer's shop shall not be lowered, except by mutual agreement.

H. The prevailing system of work, namely, time or incentive work shall not be changed during the term of this agreement, except by mutual agreement between the Union and the Employer.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

A. No Employee shall be discharged or otherwise disciplined without just cause, except during an employee's trial period. If the discharge or disciplinary act is found to be unjustified, the worker shall be reinstated and compensated for his / her loss of earnings during the period of such discharge or disciplinary act. An Employee discharged during their trial period shall have no recourse to the Arbitration Procedure provided for herein. All employees shall receive a copy of their disciplinary notice. The Union will be sent a copy of all termination notices for all employees who have passed their trial period within five (5) days of the date of termination. Any discipline issued to an employee will be given to the employee within a reasonable time from the date of the incident that resulted in the discipline taken by the Employer.

B. The Employer shall not transfer an employee on either a temporary or permanent basis for purposes of disciplining the employee, however if the employee fails to perform job functions at a minimum level of competence he/she may be transferred to another department.

C. Any dispute as to whether or not an employee is performing job functions at a minimum level of competence shall be arbitrable.

D. Both parties to this Agreement agree that discharge for the following causes will be constituted a "voluntary termination" by the employee and will not be arbitrable.

1. Working under the influence of alcohol; sleeping on the job:

2. Taking illegal drugs or the illegal use of drugs or narcotics, including marijuana, or their introduction, use or possession on the property of the Employer or in any of the Employer's trucks at any time;

3. Possessing, brandishing or using knives, guns or other dangerous weapons on the job or on the employer's property;

4. Fighting on the job: provoking a fight on the job: fighting on the Employer's property

5. Theft

6. An employee who is absent from work for three (3) consecutive work days without notifying the company except in case of proven emergency shall be considered as having abandoned his/her job.

7. Failure to comply with Company safety rules that are posted in Spanish and English.

8. Insubordination:

(a) Refusal to follow a direct order from Company Management or Supervisor, as long as the order does not put the worker in harm's way;

(b) Verbal or physical abuse towards management or supervisor.

9. Cell Phone Policy

Cell phone usage during working hours is unsafe to yourself and fellow employees therefore:

1. Cell phone/or headphones a.k.a ear buds usage during working hours is strictly forbidden.
2. Do not use you cell phone to check time or text messages during working hours.
3. Do not use your cell phone to listen to music.
4. If you need to make an emergency call during working hours notify your supervisor and he/she will take you to the office to make the call.
5. You may use your cell phone during your lunch period (10:00am-10:30am)
6. Family members calling due to an emergency purpose can call (562)-921-0404 and notify the person answering there is an emergency and we will notify you right away.
7. First violation will result in a verbal warning.

Second violation will result in a written warning.

Third violation will result in suspension without pay.

Fourth violation will result in termination.

**ARTICLE 10 – DISTRIBUTION OF WORK–LAY OFF–
PROMOTION & SENIORITY**

A. At all times work shall be distributed among the workers on an equal and equitable basis as far as practicable.

B. The principle of equitable division of work is recognized and during the slack period, work shall be divided equally as far as practicable among employees by craft or departments as above. In the event that equal division of work is not feasible, any layoffs shall occur in order of plant wide seniority, provided, however, that the Employer's past practice of transferring employees to a position within the same craft in a different department shall not be adversely affected.

C. If the Employer suspends work in whole or in part, it shall, upon resuming work, offer work to laid-off employees in order of their plant wide seniority, provided the senior employee is qualified to perform the job, before hiring new employees. It is agreed that in the case of an indefinite lay-off in excess of one week, an employee shall be given advance notice to return to work. Employees shall receive at least twenty-four (24) hours notice of a requested return to work. Notification of return to work shall be done by one (1) telephone call by the company giving employee 24 hrs to return to work; the list will then be given to the Shop Steward to attempt to notify workers not contacted by the company giving an additional 24 hours to return to work. It is the sole responsibility of an employee to keep the Employer advised at all times of any change in the employee's home address.

D. For purposes of layoffs and recall from layoffs only, all employees with less than 150 calendar days of employment shall be treated as having equal seniority. In all other cases, plant wide seniority shall be used in governing the recall of employees provided the senior employee is qualified to perform the job.

E. The Company agrees that when a job opens up providing a promotion, the workers currently employed shall be considered first and seniority shall be a consideration.

F. No member of the Employer or supervisory employee or any other person outside the bargaining unit shall perform any work in any job covered by this Agreement except in emergency or training situations or except those salaried fabrication, development, prototypes, engineering, employees involved in research and equipment maintenance, and other non-production work, etc.

ARTICLE 11 – SHOP STEWARDS

There shall be two (2) Shop Stewards with 1 Chief Shop Steward and they shall be elected by the membership. The Shop Steward shall be compensated by the Employer for time unavoidably lost during working hours in the process of adjusting grievances. In case of lay off the Chief Shop Steward shall be the last to be laid off and the first to be returned to work.

ARTICLE 12 – FAIR EMPLOYMENT PRACTICES

The Employer shall not discriminate against any employee or applicant for employment because of race, mental or physical disability, creed, color, national origin, sex, age, sexual orientation, gender identity, religion or any other classification protected by state or federal law.

ARTICLE 13 - HOLIDAYS

A. The following holidays shall be observed and all employees who have passed their trial period, whether time or piece workers, shall be paid a full day's pay at the workers regular hourly rate for them in any event and regardless of whether such holidays fall on a working day or non-working day of the week or in any non-working week:

- | | |
|-------------------------------|---------------------------------|
| • ½ Day Before New Year's Day | New Year's Day |
| • Good Friday | Memorial Day |
| • July 4 th | Labor Day |
| • Thanksgiving Day | ½ Day Before Christmas |
| • Christmas Day | Workers' Birthday |
| | (After one (1) year of service) |

Birthday Pay: Each year, employees shall receive a paid day off, at 8 hours pay. Employees may choose to take their birthday on any day up to thirty (30) calendar days before or after their actual date of birth.

Holidays will be observed on the calendar day on which they fall. However, if a legal holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

An employee shall be eligible for holiday pay provided that, while work is available, he/she works both the full day before and the full day after the holiday, unless his/her absence is for justifiable cause. Provided, however, employees who are late 15 minutes or less on a qualifying workday shall not be disqualified for holiday pay.

B. In the event work is performed on any such holiday, it shall be paid at the rate of 1-1/2 times in addition to the holiday pay.

C. Employees on a layoff or a leave of absence are not entitled to Holiday Pay.

ARTICLE 14 – CALL IN PAY

All workers who are requested or permitted to report for work shall be supplied with at least ½ day's continuous work or be paid therefore at their hourly rate on their regular work.

ARTICLE 15 – INDIVIDUAL CONTRACTS-SUBCONTRACTING

A. The Employer shall not enter into any individual contracts with any of its workers without prior Union approval.

B. The Union shall not unreasonably without its permission to the promotion of Union employees to non-Union supervisory positions by the employer.

C. No work shall be sub-contracted to any other manufacturer except such work as heretofore subcontracted by the Employer, subject only to mutual agreement between the parties hereto.

ARTICLE 16 – LEAVE OF ABSENCE

Family and Medical Leaves of Absence

Application-Certification

All requests for family and Medical Leaves must be in writing. In cases of Leaves for medical reasons, the Employer may require proof or evidence of a serious health condition including certification by a licensed physician or surgeon to substantiate any Leave request.

Reasons for Granting Leave, Duration of Leave Eligibility

A. Duration

A Family Medical Leave of Absence may be granted to an employee upon written request not to exceed twelve (12) calendar weeks in a twelve (12) month period for a serious health condition of the employee, a family member or for pregnancy, or the birth or placement of a child in the employee's household by virtue of adoption or foster care arrangement. However, the Employer may grant additional time for serious health conditions that would exceed twelve (12) calendar weeks.

At the employee's option, any accrued paid vacation time off may be used during an approved Medical Leave of Absence

The twelve (12) month period will be a rolling twelve (12) month period measured backward from any approved Family Medical Leave.

B. Eligibility

Employees must complete twelve (12) months of employment and have worked twelve hundred and fifty (1250) hours during the previous year in order to be eligible for leave.

C. Notification

Pursuant to requirements contained in the Family Medical Leave Act and California Family Rights Act, an eligible employee requesting Family Medical Leave for personal illness or for other Family Leave must furnish the Employer reasonable notice so that work may be planned. Such notice will be required when the employee has advanced notice of a surgery, hospitalization or other medical treatment requiring Leave. Reasonable notice will be thirty (30) days or as soon as the need for medical treatment is known.

D. Job Return Rights

1. Fitness for Duty

In order for an employee to return to work from a Family or Medical Leave of Absence, such employee must present the Employer with a physician's release from the medical provider who treated the employee which authorizes the employee to return to work. An employee returning from Family or Medical Leave of Absence shall provide the Employer with adequate notice of the date of return so that the Employer may make adequate operational plans for the employee's return.

2. Job Rights

An employee granted a Family or Medical Leave of Absence under this Article shall be returned to the same job or a comparable job unless the employee's job has been eliminated, provided the employee returns to work within the twelve (12) weeks allowed by this policy.

E. Personal Leave of Absence

Any personal leave of absence of more than three (3) days' duration must be requested by an employee in writing on forms furnished by the Employer. Personal leaves are unpaid and subject to approval by management and must be requested at least thirty (30) days in advance unless an emergency exists. There is a maximum of thirty (30) days of personal leave that will be granted. Leaves of absence will not be granted to an

employee to work for another company or for the employee's own business ventures. At the conclusion of the personal leave of absence reasonable efforts will be made to return the employee to their same job or similar job.

F. Short Term Union Leave of Absence

Leaves of absence of reasonable duration shall be granted to a reasonable number of employees (not to exceed 1 in a department) who may be selected to act as representatives of the Union, as delegates to conventions, conferences and/or other appropriate Union activities. The Union agrees to give the Employer adequate notice in writing, listing such representatives and the reason for the leave.

ARTICLE 17 – ADDITIONAL SHOPS

Should the Employer desire to expand or open an additional shop producing similar products notice thereof shall be given by said Employer to the Union prior to the expansion or opening of such shop and such shop shall be operated under all the terms and conditions of this agreement. In no case, however, shall the operation of such shop result in reducing the work or the earning opportunities or the number of workers presently in the shop to which this agreement is now applicable.

ARTICLE 18 – CROSSING THE PICKET LINE

To the extent permitted by law, it shall not be considered a breach of this agreement on the part of the Union or on the part of any individual employee if any employee or employees refuse to cross any picket line recognized by the Union or to enter upon the picketed premises of the Employer, either of their own violation, or by direction of the Union, nor shall such refusal be cause for discharge or discipline.

ARTICLE 19 – LABOR DISPUTE-STRUCK WORK

The Employer shall not knowingly contract for any work with any jobber, manufacturer, contractor or sub-contractor with which the Union has a labor dispute or against which the Union has declared a strike. The Employer shall not require its employees to cross posted picket lines or enter into the premises of any third party against whom a strike by the Union is in progress.

ARTICLE 20 – ACCESS TO SHOP, EXAMINATION OF BOOKS & PAYROLL RECORDS

A. Representatives and employees of the Union, including engineers and accountants shall have access to the shop of the Employer during hours to take up complaints or to determine compliance with the terms of this agreement. Provided however there shall be no interference with the work of the Employees. Union representative must check in at the front office prior to entering the manufacturing building or warehouse.

B. The Employer shall, upon request submit to such representatives and employees of the Union, the payroll books and records and all other pertinent books and records for examination for the purpose of determining compliance with the terms of this agreement and the data including time study records employed in setting wages and piece rates.

C. The Employer shall send to the Union office upon request a copy of the payroll for the last work week of the preceding month, which shall include for each employee his name, social security number, date of employment, craft, operations and section, straight-time hours, wages and overtime hours.

ARTICLE 21 – AGENCY

The Employer agrees that the sole persons authorized or having the power to act as agents of the Union, or to bind the Union legally with respect to matters arising out of this agreement, or arising out of the relations between the Employer and the union, or to subject the union to any liability whatever by reason of any act or omission are the Manager of the Union and the designated Business Representative servicing the shop (or such substitute or additional persons as the Union may hereafter formally designated by written notice to the Employer). The Union shall not be responsible for the acts or omissions of any other person, including members and employees of the Union. The Employer further agrees that the Union, in entering into or administering this agreement, is not an agent of or acting on behalf of Workers United and that in no event shall the latter be bound by or liable under this agreement or be otherwise liable.

The Union agrees that it will not assign its obligations under this agreement to any other Labor Organization during the term of this agreement.

ARTICLE – 22 VACATIONS

- A. 1 week after on (1) year of service;
2 weeks after two (2) years of service;
3 weeks after seven (7) years of service;
4 weeks after fifteen (15) years of service.
- B. Years of service are calculated from the date the employee completes the trial period. For all employees hired on or after January 1st. 2019 the maximum vacation shall be (3) three weeks after (7) seven years of employment from completion of trial period.
- C. All workers with one year of service shall receive one week's vacation. Any employee who quits or is terminated shall be entitled to payments of any accrued vacation not previously taken by the employee.
- All workers with two (2) years to seven (7) years of service shall be entitled to two (2) weeks vacation.
- D. All workers with seven (7) years of service shall be entitled to three (3) weeks vacation.
- E. All workers with fifteen (15) years of service shall be entitled to four (4) weeks vacation. (Employees hired on or after January 1st. 2019 the maximum vacation is (3) weeks)
- F. All vacation pay shall be computed at the worker's straight hourly rate.
- G. Vacation shall accrue on a monthly basis. Vacation does not accrue during a Leave of Absence or layoff, provided however that vacation will continue to accrue during an FMLA qualifying leave for a maximum of twelve (12) weeks.
- H. Vacation time will not accrue from year to year and must be taken or will be paid within one (1) year from the anniversary date of employee's employment.

A maximum of one (1) week of vacation will be paid upon the completion of an employee's anniversary date unless the employee notifies the Employer in advance. Any remaining vacation must be physically taken by Employee away from the Company

premises. Employees hired on or after January 1, 2021 must take all vacations away from company premises.

I. Employees who fail to return from vacation within three (3) days of their scheduled return date shall be considered to have voluntarily resigned.

J. Employees will provide a thirty (30) day written notice in order to take their vacation time off. Employees who quit or are terminated will be paid all accrued but unused vacation at the time their termination is effective.

ARTICLE 23 – NO STRIKE–NO LOCKOUT PLEDGES

A. Under no circumstances shall strikes, sympathy strikes, stoppages of work, walkouts, slowdowns, boycotts, or picketing be ordered, sanctioned, permitted or enforced by the Union, its officials, agents or shop stewards; nor shall lockouts be ordered sanctioned, permitted, or enforced by the Company, its officials, or agents.

B. In the event of a strike, stoppage, walkout, slowdown, boycott, or picketing, the Union, acting through its officers, shall promptly and publicly state that the strike, stoppage, walkout, slowdown, boycott, or picketing is not authorized by the Union and is disapproved of by it and order the employees back to work.

C. Any employee who engages in such activity shall be subject to such discipline as the Company may see fit to impose, including termination of employment.

ARTICLE 24 – GRIEVANCE AND ARBITRATION PROCEDURE

A. Any and all disputes, complaints, controversies claims or grievances whatsoever between the Union or any employees and the Employer, which directly or indirectly arise under, out of, or in connection with or in any manner related to the agreement or the breach thereof, or the acts, conduct or relations between the parties shall be adjusted as follows:

1. Step 1. The shop steward, together with a representative of the Union, if requested by the employee, shall attempt to settle the matter with a representative of the Employer. No adjustments shall be deemed binding on the Union unless approved by an authorized representative under Article 21.

2. Step 2. If the parties fail to dispose of any such dispute, complaint, controversy, claim or grievance or it has not been taken up by them, or if the matter does not lend itself to the foregoing procedure the Union shall present a written grievance to the Plant Manager or his designee within twenty (20) working days of the event that gave rise to the grievance or it shall be deemed, waived. The Employer shall provide a written response within seven (7) days from its receipt of the grievance.

3. Step 3. If the Union is dissatisfied with the employer's response, the Union's Joint Board Manager or his/her designee may appeal to arbitration by providing written notice to the Employer within thirty (30) working days from the date of the Employers response or the grievance will be waived. Upon request of either party the Federal Mediation and Conciliation Service shall provide a list of seven (7) arbitrators. The parties shall select an Arbitrator by striking names. The party filing the Grievance shall strike the first name. The award or decision of the Arbitrator may contain provisions commanding or restraining acts and conduct of the parties. If either party shall default in appearing before the arbitrator, the Arbitrator is empowered nevertheless to take proof of the party appearing and render an award thereon. Any award or decision of the arbitrator shall be final and binding and shall be enforceable by appropriate proceedings at law or in equity. The Arbitrator's fee and expenses shall be borne equally by the parties hereto. The Arbitrator shall only have authority to interpret, apply, or determine compliance with the provisions set forth in this Agreement, but shall not have the authority to add to, detract from, or otherwise alter the language of this agreement.

4. The parties agree that any papers, notices or processes to initiate or continue an arbitration hereunder may be served by mail and all papers, notices or processes in any application to a court to confirm or enforce an arbitration award hereunder, including service of the papers conferring jurisdiction of the parties upon the court, may be served by registered or certified mail, directed to the last known address of the Employer or the Union.

B. It is intended and agreed that the procedure herein established for the adjustment of disputes shall be the exclusive means for the determination of all disputes, complaints, controversies, claims or grievances whatsoever, including the arbitrability of any disputes and including claims based upon any breach of the no-strike/no stoppage pledges of this agreement or upon any other breach of this agreement. It is intended that this provision shall be interpreted as broadly and inclusively as possible. Neither party shall institute any action or proceeding in a court of law or equity, state or federal or before an administrative tribunal, other than to compel arbitration as provided in this agreement, or with respect to the award of an arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted contrary to this agreement. Any dispute, complaint, controversy, claim or grievance hereunder which any employee may have against the Employer may

be instituted and processed only by the Union in the manner herein provided. No employee shall have the right individually to institute or process any action or proceeding with reference to any dispute, complaint, controversy, claim or grievance, or to initiate or compel arbitration in the event the Union fails or refuses to proceed with arbitration.

ARTICLE 25 – SUBSIDIARY, AUXILIARY OR AFFILIATED FIRMS

Employer does not have any subsidiary or affiliates at the present time. If the Employer hereafter acquires an affiliate or subsidiary during the term of this agreement only if said subsidiary or affiliate is engaged in the production and manufacture of the same or similar product lines. In no event, shall this agreement be binding on any subsidiary or affiliate of the Employer hereafter acquired or created engaged in dissimilar areas of production, services, manufacture, etc.

ARTICLE 26 – JURY DUTY PAY-BEREAVEMENT PAY-SICK PAY & INJURY

A. **Jury Duty Pay** – Employees called for jury service shall be excused from work on days when they are required to report for jury duty. For each day an employee is requested to report for Jury Duty that the employee would normally be working, up to a maximum of five (5) days, the Employer shall pay the employee seven (7) hours at the employee's regular rate of pay minus any wages paid for work performed and any jury duty pay. On any days where an Employee is released from jury duty prior to the end of the work day, the Employee shall report to work unless excused by the Employer. Employees shall provide proof of jury service satisfactory to the Employer each day the Employee is required to report for jury duty.

B. **Bereavement Pay** – In the event of the death of a member of the family of an employee covered by this agreement (including grandparents, parents, sisters, brothers, spouse, children or anyone standing in their stead such as step-parents, stepchildren and registered domestic partner) the employee shall be excused from work two (2) days to attend funeral and shall be paid by the Employer for the two (2) days leave. It is understood that this benefit is to be paid only if a worker actually loses time and brings proof of death of the deceased.

C. **Injury Pay** – In cases where employees are absent because of a work related injury, the Employer shall pay the employees for time lost at the employee's regular rate of pay, limited to three (3) days pay annually.

D. **Sick Days Pay** – Employees shall be entitled to ~~two (2)~~ three (3) days of paid sick leave annually in addition to pay. In order to receive paid sick leave, the employee must notify the company on the day of absence (Ref. Article 26(E) and present a doctor’s note upon returning to work should the employee be out more than one (1) day. Sick leave is not accrued and if it is not used it will not be paid and cannot be carried over to the following year.

E. Employees who are prevented from working because of illness or injury are required to notify the Employer by 7:00 AM on each day they will not be present for work. (562) 921-0404

Warehouse extension (207)
Plant extension (237)

If extensions are not answered by your supervisor, leave a voicemail/message.

F. **Prescription Glasses** – The Employer shall pay employees who require prescription glasses as a requirement to perform their job in the amount of \$60.00 per year upon the employee providing a copy of the receipt and prescription.

ARTICLE 27 – CONFORMITY TO LAW-SAVING CLAUSE

A. If any provision or the enforcement or performance of any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

B. If any provision of this agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 28 – EMPLOYEE RECORD CHANGE

The Employer shall recognize on a one time basis any worker for the purpose of continuous service who during service who during his or her employment has legally

undergone a change of name, sex, social security number or identity, who to the satisfaction of the Employer, is the same person prior to the change.

ARTICLE 29 – CREDIT UNION DEDUCTIONS

The employer shall make weekly wage deductions for employees who sign proper wage deductions and shall be made and remitted to the Union on a monthly basis.

ARTICLE 30 – RESPECT AND DIGNITY

The Employer and the Union agree that each employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats or harassment by the employer or the employee will not be tolerated. Discipline of employee shall not be administered in front of other bargaining unit employees, except in case (i) where the employee or employer request a witness or Union representative or (ii) where necessary to protect the immediate personal safety of 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 31 – TERM

This agreement shall be effective as of the 1st day of January, 2022 and shall continue in effect until the 31st day of December, 2024. At least sixty (60) days prior to the 31st day of December, 2024, either party may give written notice to the other to terminate this agreement.

Within ten (10) days of such notice, the parties shall meet for the purpose of mutually agreeing upon alterations or modifications of this agreement or upon the terms of a new agreement. Upon the giving of the aforesaid written notice, this agreement shall terminate at the close of business on the 31st day of December 31st. 2024

IN WITNESS WHEREOF, the parties have caused this agreement to be signed the day and year first above written.

**HEDMAN MANUFACTURING
COMPANY**

By:  _____

Date: 2.15.22

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

By:  _____

Date: 2/15/2022

Side-Letter Agreement # 1

Hedman Heddors Manufacturing Company (Employer) exercised its option under the February 1, 1991, agreement between the Employer and the Western States Regional Joint Board (Union) to cease participation in the International Ladies Garment Workers' Union Employers Vacation, Health and Welfare Fund (Fund). Accordingly, the union and the Employer hereby agree as follows:

1. In addition to any other obligation it may have, the Employer shall provide continued medical coverage under its plan under the following circumstances:
 - a. For those terminated for good cause only the month on which they are being terminated.
 - b. For those on layoff or an approved leave of absence without pay for the month on which they are laid off.
 - c. The Employer shall also cover employees for as long as it's required by law.
 - d. In conformity with the employers' existing practice, for such period of time as an employee is absent from work due to illness or disability.
 - e. The employee must contact the Employer every thirty (30) days to inform the Employer of residence and work status in writing or by phone.
 - f. The Employer shall pay the premium for coverage of the employee provided that the Employee contributes (\$38.50) per week effective January 1st. 2022, (\$43.50) per week effective January 1st. 2023, (\$46.00) per week effective January 1, 2024, All contributions will be made by payroll deductions. Coverage for a spouse and or dependents shall be at the employee's cost.

The company does not offer a 401(K) program. The Cal-Savers plan is available for employees to participate in at their own discretion.

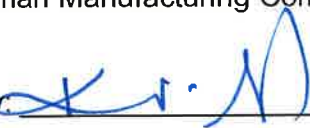
Western States Regional Joint Board, WU:

By: 

Jack Mahoney

Date: 2/14/2022

Hedman Manufacturing Company:

By: 

Date: 2.15.22