

AGREEMENT

BETWEEN

WORKERS UNITED

WESTERN STATES REGIONAL JOINT BOARD, LOCAL 52

AND

MORGAN SERVICES

December 1, 2021 – November 30, 2024

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AGREEMENT

MORGAN SERVICES, INC.
905 Yale Street
Los Angeles, California 90012

And

Local 52, Workers United, Western States Regional Joint Board
920 South Alvarado Street
Los Angeles, California 90006

2021-2024

MORGAN SERVICES, INC., a Delaware Corporation, exclusively for its plant located at 905 Yale Street, Los Angeles, California 90012, hereinafter called the "Employer" or "Morgan", and Western States Regional Joint Board, Workers United, SEIU and its Local 52, [as a joint representatives], herein called the "Union", agree as provided by the National Labor Relations Act (hereinafter referred to as "the Act") for the following Employees, employed by the Employer at the above-stated address:

All Production Employees, excluding engineers, mechanics, office and clerical employees, service representatives, salesmen, guards, professional employees and supervisors as defined in the Act.

1. **LIMITATIONS**

Nothing in this Section 1 shall be construed as conferring any rights or benefits not given to the Union or the Employees by other express and specific language contained in this Agreement.

2. **UNION SECURITY AND CHECKOFF**

- 2.1. Each Employee, after completing thirty (30) days of employment with the Employer or thirty (30) days after the execution of this Agreement, whichever is later, shall be required to tender uniformly required Union Dues and Initiation Fees as a condition of employment. The Employer shall deduct from the wages of each Employee furnishing the Employer with a signed authorization, Union Dues and Initiation Fees uniformly required in accordance with the terms of such authorization and will remit the same to Local No. 52, not later than the tenth (10th) of each month for which the deductions are made. The

remittance of such deductions shall be made each month together with a list of names of the Employees and the amount deducted from each.

- 2.2. When an Employee is not complying with the terms of Section 2.2 of this Agreement, the Employer will be required to discharge such Employee only upon express written request by the Union. Prior to the actual discharge of the Employee, such Employee will be afforded a grace period of not less than one (1) week within which to comply with the terms of Section 2.2. Should the Employee comply with the terms of Section 2.2 during this grace period, the Union's request for his discharge shall be nullified.
- 2.3. Whenever the Employer requires additional Employees for work he may 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.
- 2.4. Whenever the Employer hires an Employee he shall notify the Union in writing, giving the name, address, social security number and starting date of each such new Employee or rehire, and said Employee shall make application for membership in the Union in accordance with this Article.
- 2.5. The Employer shall deduct and transmit to the treasurer of the Union Political Action Committee the amount specified for each week 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 Union, Political Action Committee. These transmittals shall occur no later than the fifteenth (15th) 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.
- 2.6. The Employer agrees to provide voluntary payroll deductions for union members to participate in the credit unions sponsored by the Union. The Employer agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted, with one change allowed per the life of the contract, for their participation in the plan.
- 2.7. The Employer will continue to recognize Union membership and dues deduction authorizations submitted to the Union on written membership application forms, through electronically documented signatures, online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. 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 deductions have been authorized by the employee only in the event a question arises about an employee's membership status.

3. **INDEMNIFICATION**

The Union shall indemnify the Employer and save him harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or omissions by Morgan Services for the purposes of complying with the Union Security provisions and the deduction for the "Political Action Committee" contained in Article 2 of this Agreement.

4. **TERMINATION**

- 4.1. It is understood and agreed that the right to discipline or discharge for just cause shall rest in the discretion of the Employer. Discipline shall be maintained in two (2) separate categories: 1. Attendance 2. All Other Discipline. No Employee shall be discharged, except in the case of gross misconduct, without first receiving a verbal warning, 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, insubordination, embezzlement, deliberate violation of posted Company rules, bringing on to Company property, selling, or using illegal drugs and/or alcohol in the plant, bringing into the plant or on Company property a weapon, or fighting on Company property. Gross misconduct shall constitute just cause for discharge without redress. No Grievance Board or Arbitrator shall have the right or power to change or contest the appropriateness of the penalty meted out by the Company as a result of gross misconduct.
- 4.2 A new Employee may be discharged or disciplined without cause or notice during the first ninety (90) 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. If the Employee refuses to sign a written warning notice, the Shop Steward shall be requested to sign an acknowledgment that the Employee was given the notice and that the Employee refused to sign. A copy of the warning notice and discipline notice shall be sent to the Union within five (5) days.

5. **JURISDICTION**

- 5.1. The word "Employee" in this Agreement includes both male and female Production Employees, but excludes any individual employed as a supervisor.
- 5.2. A supervisor is a person immediately in charge of and directing work forces. A supervisor shall not displace a regular Employee except when necessary.

- 5.3. Unless otherwise stated (i.e., see Appendix "A") no individual agreement with any Employee shall supersede any of the provisions of this Agreement.
- 5.4. A foreman or forelady is a person immediately in charge of and directing covered Employees. A foreman or forelady may do bargaining unit work when necessary. However, in no event may they work more than four (4) hours in any one (1) day.

6. PRE-EXISTING WORKING CONDITIONS AND BENEFITS

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 unless such benefit or working condition is specifically modified by this Agreement.

7. FACILITIES AND FIRST-AID

- 7.1. The Employer shall provide facilities for dressing purposes.
- 7.2. A First-Aid Kit shall be kept on hand at all times, with adequate supplies for the use of the Employees.
- 7.3. The Employer and the 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 purpose.
- 7.4.
 - A. 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.
 - B. 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/tag out, and blood borne pathogens. Employees shall be provided by Morgan Services Safety and Health Committee.
 - C. Protection from Heat Stress. The Employer shall provide an adequate number of clean drinking fountains or bottles of cool water and clean cups to allow easy access by employees for frequent drinking. The Employer shall take all reasonable

measures to reduce heat exposure and will consider any recommendations provided by the Safety and Health Committee.

D. 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 restrooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.

E. Protection from Blood borne 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 employees' 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.

c) Covid-19: The Employer shall take appropriate measures reasonably necessary to protect the workers from known health and safety risks of infection and injury, including, where appropriate, measures such as providing PPE, requiring social distancing, regularly sanitizing workstations, and notifying workers of any co-worker infected with a known pathogen. The Employer shall also follow required government-issued employment guidelines and working conditions.

F. Joint Safety and Health Committee. Morgan Services agrees to continue utilizing its current Joint Safety and Health Committee ("Committee"). Said committee shall continue to act and meet as it has prior to these negotiations. Morgan Services

further agrees, that three (3) or four (4) members of this committee shall be selected by employees of Morgan Services who are members of Workers United.

G. Safety and Health Related Training. The Employer shall continue to 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.

H. It shall be the obligation of all employees to continue to wear and/or utilize appropriate protective equipment provided hereunder when there is a bona fide health and safety requirement that such equipment be worn and provided there is no bona fide medical reason that the employee cannot wear or utilize such equipment.

8. UNIFORMS

8.1. The Employer shall furnish and launder, 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, sanitarium, nursing homes and similar institutions. The Employer will provide boots, where necessary, for Employees in the Washroom Department.

8.2. 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.

9. WORKING CONDITIONS

9.1. 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.

9.2. 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.

10. MANAGEMENT RIGHTS

10.1. 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 forth 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 governing 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 operations; to lease, sell or otherwise dispose of all or any part of this plant and equipment ; and to increase or decrease the operation.

10.2. 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 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.

11. BULLETIN BOARD

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.

12. EMPLOYEES' DONATIONS

Employees' donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual agreement between the Employer and the Union.

13. INSPECTION OF RECORDS

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, if said controversy has not been resolved.

14. VISITATION

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 the representatives will

conduct their business during normal working hours in such a manner so as not to conflict with the normal operation of the Employer's business. Representatives must report to Management in person prior to any visit.

15. SUCCESSORS

Should the Employer sell, assign or otherwise transfer the plant, the Employer shall make a good faith effort to have the buyer, assignee or transferee adopt this Agreement.

16. WORKING HOURS AND OVERTIME

- 16.1. The regular straight time work week shall be five (5) consecutive days within seven (7) days. The straight time work week for regular part time Employees shall be up to five (5) days within seven (7) days.
- 16.2. The Employer may establish a four-day, ten-hour a day, work week by holding a secret ballot election with the affected employees after giving four weeks' written notice to the Union and employees. Notice shall be posted on all employee bulletin boards.
- 16.3. Time and one-half (1 ½) s shall be paid for all time worked in excess of eight (8) hours a day, forty (40) hours a week or on the sixth (6th) day of the week or Double time (2X) for work performed on Sunday.
- 16.4. Except in the case of emergency, Employees will be given notice before Lunch that they will be required to work past their normal quitting time.
- 16.5. All Employees shall be required to take not less than one-half (½) hour nor more than one (1) hour for lunch. No Employee shall be required to work more than five (5) consecutive hours without a meal period.
- 16.6. Employees working on holidays shall receive time and one-half (1½) 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.
- 16.7. 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.
- 16.8. Agreements 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.

16.9. Employees hired prior to March 1, 1969, shall have the right, according to seniority by classification, to choose their work week and shift. No such Employee shall be required to work a Tuesday through Saturday work week.

17. TIME RECORDS

17.1. 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.

17.2. All records, including time records and production records used to determine the amount of pay, shall be kept on file for the numbers of years required by both Federal and State laws or four (4) years, whichever is greater.

17.3. All plants must keep full and accurate records of excuses for illness and other absences; and if the Employer fails to do so, he may not rely upon absences for denial of rights hereunder.

18. SHIFTS

18.1. In the event it becomes necessary for the Employer to establish more than one (1) shift, the Employer shall pay all Employees working the second (2nd) shift Ten Cents (.10¢) per hour above the wage scale, and all Employees working the third (3rd) shift Fifteen Cents (.15¢) per hour above the wage scale.

18.2. Starting Times:

First Shift	4:00 A.M. to 9:00 A.M.
Second Shift	2:00 P.M. to 5:00 P.M.
Third Shift	10:00 P.M. to 1:00 A.M.

18.3. 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.

19. CALL-IN TIME

19.1. 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 Employee's classification rate, except as hereinafter provided in case of breakdown, Section 29.

19.2. 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.

20. GUARANTEED WORK WEEK

20.1. Regular Employees shall be guaranteed thirty-eight (38) hours at their classification rates except as hereinafter provided in case of breakdown, Section 29.

20.2. 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 or other similar causes, the Employer may reduce the guaranteed work week to not less than thirty-six (36) hours. Before reducing the work week, the Employer shall give one (1) week's written notice to the Union, except in emergencies, in which case telephone notice may be given. Application of this Section shall be subject to Section 33, Disputes, Grievance and Arbitration.

20.3. Part-time Employees employed as provided in Section 21 shall be laid off prior to any reduction of hours under Section 20.2 above.

20.4. In event of a declared pandemic or similar declared emergency condition the guarantee shall be reduced to 20 hours for the first 60 days; thereafter will be subject for review by mutual agreement on a month to month basis

21. REGULAR AND PART-TIME EMPLOYEES

21.1. 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 thirty (30) hours per week shall not be covered by the conditions set forth in this Agreement.

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

21.3. Part-time employees shall not be used to displace/replace current employees, and none shall be required to become part-time employees against their wishes.

21.4. Not more than one (1) part-time Employee shall be employed for every three (3) Employees on a full-time shift.

21.5. Nothing in the above clauses shall prevent the Employer from establishing a part-time shift where there is not enough volume of work to meet the guaranteed work week.

22. HOLIDAYS

22.1. The Employer agrees that the following shall be observed as paid holidays:

NEW YEAR'S DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY
EMPLOYEES ANNIVERSARY (refer to 22.3)
EMPLOYEES BIRTHDAY (refer to 22.3)

22.2. Employees shall be paid for time not worked on any of the above-named holidays at eight (8) or ten (10) hours at the Employee's classification rate. If no hours are worked, no holiday pay is required. However, if an Employee is on vacation he may receive either an additional paid days' vacation or an additional day's pay, at the sole discretion of the Employer.

22.3. If a holiday is worked the Employees will be paid at the holiday rate.

Employer may exchange President's day for Employee's Birthday and may grant employees the day off on the Employee's for anniversary day and will pay the employees for eight (8) hours for both days. If the days are worked they will be paid at the holiday rate.

22.4. When a holiday falls outside the Employee's regular work week, 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 Section 22.2.

22.5. If the Employer declares the Friday before a Saturday holiday as a no-work day, he shall pay Employees for that day based on Section 22.2 above.

22.6. During the week in which a holiday specified herein occurs, Employees who are voluntarily absent and not excused in writing, shall forfeit the rights and benefits for that particular holiday, except where work is performed on said holiday. An employee must also work the Friday before the holiday week, and the Monday after the holiday week, if scheduled, to be eligible for holiday pay.

- 22.7. When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- 22.8. A new Employee must work thirty (30) working days to qualify for holiday pay and one (1) year to qualify for the anniversary bonus.
- 22.9. In weeks wherein a holiday occurs, thirty-two (32) hours shall constitute a week's work for Employees assigned to a 5/40 work week. Any time worked in excess of eight (8) hours in any one (1) day or thirty-two (32) hours in a holiday week, shall be paid for at the rate of time and one half (1 1/2).

23. VACATIONS

- 23.1. 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, an Employee will become eligible for one (1) work-weeks' vacation with pay.
 - 2) Upon completion of three (3) years of continuous service with the Employer, an Employee will become eligible for two (2) work-weeks' vacation with pay.
 - 3) Upon completion of seven (7) years of continuous service with the Employer, an Employee will become eligible for three (3) work-weeks' vacation with pay.
 - 4) Upon completion of fourteen (14) years of continuous service with the Employer, an Employee will become eligible for four (4) work-weeks' vacation with pay.
- 23.2. Employees are paid for any vacation time in accordance with the regular pay schedule. Regular full-time Employees shall receive vacation pay based on forty (40) hours times their classification rate.
- 23.3. The vacation period shall be between January 1st and December 31st of each year.
- 23.4. The Employer shall post a vacation list during the months of November and December 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 thirty (30) days' notice prior to the effective date of his vacation. However, those Employees who select in November and December shall have preference regardless of their seniority. A copy of the vacation schedule will be forwarded to the Union by January 15th.
- 23.5. In case of termination of employment, employees are paid for unused vacation in accordance with applicable law.

23.6. Pay in lieu of vacation shall not be granted without mutual agreement between the Employer, the Employee and the Union.

23.7. 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 pay has been given shall be paid to all Employees by the seller

24. ILLNESS AND LEAVE OF ABSENCE

24.1. 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 twenty (120) working days.
- 3) After fifteen (15) years continuous service, one hundred fifty (150) working days.
- 4) After twenty (20) years continuous service, one hundred eighty (180) working days.

24.2. An Employee who is absent due to illness or accident for the number of days set forth in this Article shall not be eligible for leave under this Article for the same illness or accident until such Employee has worked the number of days such Employee has been on leave of absence.

24.3. No vacation benefits shall accrue to any Employee after twenty (20) consecutive days of absence.

24.4. Illness and/or leave of absence shall not be accumulated. Regardless of anniversary year such absence shall not extend beyond periods shown above unless such absence is extended by State or Federal law.

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

- 24.6. 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 law and court decisions.
- 24.7. 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 24.1 above.
- 24.8. The provisions of this Article, 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 No. 103-3 ("FMLA"), and California law granting family and medical leave rights. Accrued paid vacation leave shall not be substituted for FMLA leave unless the Employee requests it.

25. SENIORITY

- 25.1. Seniority shall be based on 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. Seniority shall be based on 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.
- 25.2. Seniority of an Employee shall be lost when an Employee:
- 1) is discharged for cause;
 - 2) resigns;
 - 3) is not rehired within one hundred eighty (180) calendar days after layoff. In the event of a National Emergency such as a pandemic resulting in layoffs to bargaining unit employees, the foregoing number of days will be extended by 90 days.;
 - 4) is absent more than ninety (90), one hundred twenty (120), one hundred fifty (150) or one hundred eighty (180) working days as spelled out in Section 24;
 - 5) fails to report to work within three (3) 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, he shall be kept on the seniority list and shall be the next Employee recalled if he meets the requirements in Section 25.2 3) above; or is absent from work three (3)

consecutive working days without the Employee notifying the Employer, except in unusual circumstances.

25.3. In all cases of layoff and recall of forces seniority shall govern provided the senior employee is qualified to perform the job.

25.4. Transfers. An employee desiring a transfer to a specific job opening (excluding lead persons who shall be designated at the sole and exclusive discretion of the employer) shall indicate their desire on a form provided by the employer. Copies of the form shall be provided to the Union and the employee. Transfer requests will remain valid for six (6) months and may be renewed for an additional six (6) months and only for a specific job. Preference for job vacancies will be given to employees who have Transfer requests on file, on the basis of seniority, provided that the employee is qualified for the position or can qualify, at the sole and exclusive discretion of the employer, within ten (10) working days of being transferred. Employees who fail to qualify will be returned to their former position or a similar position if their former is not available.

26. TRANSFERS

26.1. Any Employee transferred to a higher rated classification, who qualifies therefore, shall receive the rate of the higher classification.

26.2. 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.

26.3. Employees transferred to a lower classification, from day to day, shall not suffer a reduction in their regular classification rate.

26.4. Employees transferred permanently to another classification shall be notified in writing stating the reason for such transfer and paid according to that classification rate.

27. STEWARDS

27.1. The Union may select duly accredited representatives in the plant, to be known as Stewards, by giving the Employer written notice of the Stewards' names.

27.2. When terminating Stewards, except in the case of gross misconduct, Morgan Services, Inc. shall give written notice to the Union.

27.3. Should the union security provisions in this Agreement be declared unlawful, all or in part, the Employer will arrange for all newly hired bargaining unit employees to attend a Union orientation on Employer time and on Employer premises, for no more than 30 minutes on the employee's orientation day.

28. REST PERIODS

The 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 rest time per four (4) hours or major fraction thereof. However, Employees who work ten (10) hours or more in a day, the second (2nd) rest period shall be for fifteen (15) minutes. A rest period need not be authorized for Employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no reduction from wages.

29. BREAKDOWN - INTERMITTENT PERIODS OF IDLENESS

- 29.1. There shall be no intermittent periods of idleness 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 completed, they shall be paid from the time they are ordered to work until actual work begins.
- 29.2. "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 that caused the plant to close down or other similar causes.
- 29.3. 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.
- 29.4. Employees required to work beyond their regular quitting time as a result of a breakdown shall be paid one and one-half (1½) times their classification rates of pay for all hours worked past their regular quitting time. A shift premium in addition to time and one-half (1½) shall not be paid for any hours worked past their regular quitting time.

30. NO DISCRIMINATION

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 sexual orientation, age, physical handicap or sexual orientation..

31. DISPUTES, GRIEVANCE AND ARBITRATION

- 31.1. The first step will be for the grievant and his/her supervisor to attempt to resolve the grievance with the assistance of the Shop Steward.
- 31.2. If the first step meeting fails to resolve the grievance, it will then be reduced to writing and submitted by the Union within thirty (30) days of the occurrence. If the grievance is not reduced to writing within thirty (30) days it shall be considered null and void and no further proceedings shall take place.
- 31.3. The Union Representative, Plant Manager, Shop Steward and Grievant will meet and attempt to resolve the dispute.
- 31.4. If the meeting 31.3 in above fails to resolve the dispute, then the dispute will be presented to Morgan's Fairness Grievance group who shall attempt to solve the dispute. This Group shall make its own rules. All Grievances shall be submitted in writing. A majority opinion (three (3) votes) shall be binding upon both the Union and the Employer.

32. STRIKES, LOCKOUTS AND PICKETING

- 32.1. There shall 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) The Los Angeles County Federation of Labor, AFL-CIO,
 - 2) and the Workers United, International Union and,
 - 3) the Executive Board of Workers United, Western States Regional Joint Board, SEIU, Local 52

33. MEDICAL, LIFE, DENTAL, PRESCRIPTION DRUG AND VISION PLANS

- 33.1. The Employer shall continue to contribute to the Laundry and Dry Cleaning Workers Local 52 Health and Welfare Trust Fund ("Welfare Trust Fund") for the purpose of providing health coverage, life, dental, prescription drug and vision benefits.
- 33.2. Effective December 1, 2021-December 1, 2023 the Employer shall contribute to the Welfare Trust Fund the sum of Five Hundred and Thirty-Five dollars (\$535.00) per month for each eligible Employee of which up to Twenty-nine dollars and two cents (\$29.02) shall be paid by each eligible Employee through payroll deductions. .

- 33.3. Effective December 1, 2023, maximum combined employer/employee contributions cap of \$567 (employee pays 25% of any increase over \$535, deducted from their wages as their co-payment with employer paying the rest of the increase over \$535, with bargaining unit members continuing to pay cost of Dependents, as determined by the Fund).
- 33.4. An eligible Employee for whom contributions shall be made means all bargaining unit Employees who are employed on or after the initial date of this Agreement. An eligible employee for whom health contributions shall be made shall mean all employees on the payroll the first month following thirty (30) days of employment.
- 33.5. 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.

34. 401K PLAN

Effective upon the ratification date of this agreement, the Employer shall withdraw from the NRF pension fund ("Fund") and pay the withdrawal liability required by the Fund. Beginning the month after the Employer has stopped making contributions to the Fund, it will begin making contributions to an Employer sponsored 401k plan as provided below and as required by the terms of the plan and the law.

The 401k plan shall contain the following terms: The plan shall provide for a broad range of mutual fund investments. Contribution for all bargaining unit employees shall be \$23.00 per month. New employees hired on or after December 1, 2018 shall have a one year waiting period before Employer contributions are made, and shall be 100% vested in all Employer contributions upon reaching their third anniversary date.

35. SICK LEAVE

- 35.1 After 90 days of employment, a new employee shall be awarded a lump sum of 3 days leave (24 hours) which may be used during the remainder of the first year of employment. After one (1) year of employment the employee shall be entitled to an additional, sixteen hours or two days (total 5 days) sick leave with pay per year. Such sick leave pay shall commence on the first working day lost. Sick leave can be taken in increments of no less than two (2) hours. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for leave as soon as practicable. It is Morgan Services intent to comply with *The Healthy Workplaces, Healthy Families Act of 2014*.
- 35.2 Subject to the following paragraph, full pay shall mean five (5) eight (8) hour days' or four (4) ten (10) hours day pay for 4/40 pay at the Employee's regular straight time hourly rate for those days which the Employee would have worked had the disability not occurred.

- 35.3 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 daily benefits received by the Employee exceeds one hundred percent (100%) of his 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.
- 35.4 Cap sick leave at 80 hours cap. Employees hired on or before November 30, 2018, if they have over 80 hours on their sick leave banks, cap sick leave bank at number of hours in their sick leave banks as of November 30, 2018. The Employer may pay off up to 80 hours of sick pay on the Employee's anniversary. At any time, an employee above the 80 hours sick cap will be entitled to require, in the next payroll period, that the Employer pay off up to 80 hours of sick pay at a rate of \$.50 on the dollar, or half pay. When an employee sells back sick pay his permanent cap will be reduced by an equivalent amount of the hours sold back.

36. **FUNERAL LEAVE**

Employees who have at least three (3) days sick leave entitlement may substitute such sick leave for paid funeral leave up to three days. Employees with less than three (3) days sick leave entitlement may substitute for paid funeral leave the amount of their sick leave to which they are entitled. To be eligible for funeral leave, an employee must notify Morgan Services that there has been a death of a member of his/her immediate family. Immediate family is defined as parent, spouse, children and domestic partners. Morgan Services may require proof that a member of the family has died.

Morgan Services will extend further unpaid leave where extended travel is required to attend a funeral or memorial service for up to two (2) weeks. In such cases, the employee may choose to use accrued vacation, if available for the leave.

37. **INCENTIVES - PIECE WORK**

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.

38. **ETHNIC DIVERSITY**

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

The Employer agrees to distribute information regarding available English as a Second Language (ESL) which is distributed by the government or/and provided by the Union to the employees and may provide space on the Union bulletin board to that end.

In the event that an employee expresses that he/she is experiencing difficulty understanding English in a situation involving a dispute on the shop floor, a possible grievance, possible confusion about work duties and responsibilities, or necessary clarification of questions arising out of this agreement, he/she may request the assistance of a translator of his/her choice, as long as such translator is on the premises.

39. IMMIGRATION PROTECTION

- 39.1 The Employer agrees to make reasonable accommodation to the needs of foreign born workers, as well as those who are U.S. Citizens, in dealing with the immigration and legalized workers laws and the governmental agencies that regulate those matters. In this respect, the Employer shall comply with the reverification and repeat verification procedures that may be called for in connection with such laws, without undue intrusiveness and infringement of legitimate expectations of privacy, and shall respect the limitations imposed upon its inquiries by statute, in light of all the circumstances. To the extent reasonable, an employee will be excused to attend to legitimate and required appointments with the Immigration and State Department authorities, upon proper proof. The Union, through its steward, may provide appropriate and legitimate counseling and advice with respect to immigration and legal work requirements in a manner that does not disrupt or interfere with production.
- 39.2 If an employee requests that the Employer change her/his records regarding her/his name or social security number, and the Employer can lawfully do so the Employer will do so and the change will not prejudice the employee's seniority or other rights under this agreement.
- 39.3 The purpose and intent of the foregoing provisions is to protect the legitimate interests and needs of all employees and at the same time to ensure that the Employer and employees fully comply with the immigration and workers verification provisions of the laws and the Employer's rules related to such. Neither the Employer nor the Union herewith implies any condonation of, or acquiescence in illegal activities of any kind.

40. **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 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.

41. **UNION LEAVE**

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 other benefits during such leave.

42. **GENERAL SAVINGS CLAUSE**

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.

43. **CHANGES IN THE LAW AFFECTING CONTRACT**

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 collective bargaining agreement (i.e. implementation of National Health, guaranteed paid or unpaid leave, etc.) the Parties will meet to discuss how the change affects the terms or conditions of the Agreement . It is intended that, in no event, shall any such change in the law be permitted to add to, or take away from rights and privileges afforded under this Agreement and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. Either party may re-open the Agreement

for negotiations only on such terms that are affected by the change in local, city, state or federal law.

44. LABOR-MANAGEMENT COMMITTEE

There is hereby established a Labor-Management Committee, the goal of which is to avoid grievances and disputes where possible. The Committee may be called to order by the Union or the Employer. Once either party calls for a meeting it will be scheduled within thirty (30) days. Meetings will be during non-work time unless mutually agreed otherwise. Matters of discipline will not be subject of such meetings. 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.

45. DURATION OF AGREEMENT

This Agreement shall become effective December 01, 2021 and shall remain in effect until November 30, 2024 and from year to year thereafter, unless written notice is given sixty (60) days prior to the expiration date, 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 Los Angeles, California, on this 1st day of December, 2021.

**Workers United, Western States
Regional Joint Board, SEIU Local 52**

By: Maria Rivera
Maria Rivera,
Regional Manager

MORGAN SERVICES, INC.

By: Angel Garcia
Angel Garcia,
General Manager

Date: 3/3/2022

Date: 3/4/22

Negotiation Committee:

SVK

ATTACHMENT "A"

WAGE SCALES

Attachment A: Wage Scales, dollars per hour (incorporates and inclusive of LA City min wage)

Effective first pay period after:	Dec 1, 2021	Dec 1, 2022	Dec 1, 2023
Washer, puller, loader, tumbler	15.75	16.05	16.35
Soil counter and sorter, press Operator, shipper and alterations	15.65	15.95	16.25
Production Other	15.55	15.85	16.15

Shift differential: second shift, \$.10 per hour additional, third shift, \$.15 per hour

*Individuals hired after March 18, 2019, shall be hired into one of two classifications: "Washer, puller, loader, tumbler" and the "All Other Production Classification" and shall remain in those classifications for pay purposes. Individuals employed by the Company as of March 18, 2019, will have their classification wage rates protected.

* New Employees are defined as an individual hired on or after December 1, 2021. Such employees shall, at a minimum, be paid \$.20 per hour over the applicable minimum wage, and they will then be eligible for the next wage increase applicable to all members of the bargaining agreement, at the same time, and in the same amount, as such employees receive this wage increases.

* The terms herein are intended to cover only minimums in wages, working conditions, benefits and other terms and conditions of employment, and the Employer may place superior wages, working conditions, bonus or incentive programs, benefits and other terms and conditions of employment in effect, and may eliminate or reduce the same to the minimums herein prescribed, for one or more bargaining unit member(s), at its sole discretion, provided that in all cases such rates must be equal to or greater than the minimum rate established in this Agreement. Union will be given notice of when bonus or incentive is put into effect, the terms of such incentive/bonus, and when it has come to an end.

* In the event of public emergency declared by local, state or federal government agencies, both sides will, at the request of either Party, discuss hazard pay and other matters of importance to either Party relating to the impact of the public emergency on bargaining unit members and/or the Company.

SVK

LEAD PERSON: When the Employer designates an Employee as a Lead person, he or she shall receive Fifty Cents (\$0.50) per hour more than the classification rate.

NEW CLASSIFICATIONS: Job classifications listed herein are general for the industry, but do not necessarily contain classifications for Morgan Services. Morgan may add additional job classifications after discussing them with the Union.

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 Morgan Services and the Union.

JOB CLASSIFICATIONS: The following job classifications shall be the only recognized classifications:

- 1) Washer, Puller, Loader and Tumbler
- 2) Soil Counter, Sorter, Press Operator, Shipper and Alterations
- 3) All other Production Employees

**Workers United, Western States
Regional Joint Board, SEIU Local 52**

By: María Rivera
María Rivera,
Regional Manager

MORGAN SERVICES, INC.

By: Angel Garcia
Angel Garcia,
General Manager

Date: _____

Date: 3/4/22

Side Letter

Supplementing Collective Bargaining Agreement

The Parties signed below entered in to this Side Letter Supplementing the Collective Bargaining Agreement effective December 1, 2021 to November 30, 2024, with respect to Article 31, Section 31.1 to and including 31.4 as follows:

Arbitration

Within 21 days of a decision by the Fairness Group, in which the Chairperson's vote is determinative, the Union may request arbitration on the grounds that the decision is arbitrary' and capricious, which decision may be overturned by the arbitrator only if it is such.

No voting member of the Fairness Group panel shall prejudice the grievance under consideration; nor shall either the Company's management or the Union's representatives and stewards suggest that a voting member prejudice it or suggest how a member shall vote.

Within the 21 days, the Federal Mediation and Conciliation Service, must be requested to provide a panel of seven (7) qualified arbitrators within reasonable proximity of Los Angeles. The parties shall alternatively strike a name from the panel until there remains only one who shall be asked to serve as arbitrator. The arbitrator shall have no authority or power to alter this agreement or to add to, or go beyond its terms.

**Workers United, Western States
Regional Joint Board, SEIU Local 52**

By: _____

Maria Rivera,
Regional Manager

MORGAN SERVICES, INC.

By: _____

Angel Garcia,
General Manager

Date: _____

Date: 3/4/22

SVK