

***AGREEMENT***

**BETWEEN**

**N.B.C. NEVADA MERCHANTS INC.**

***AND***

**WORKER UNITED WESTERN STATES REGIONAL JOINT BOARD, SEIU**

August 1, 2020 – July 31, 2023

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## **AGREEMENT**

AGREEMENT, made and entered into as of the 1<sup>st</sup> day of August 2020 by and between NBC Manteca Merchants, for its Shipping Center in Manteca, California, (hereinafter referred to as the “Employer”) and Workers United, Western States Regional Joint Board, SEIU, (hereinafter referred to as the “Union”).

WHEREAS, the Union represents a majority of the employees in the unit hereinafter set forth. NOW THEREFORE, in consideration of the mutual promises of the parties set forth, the parties hereto agree as follows:

### **ARTICLE 1. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent and representative of the regular full-time and regular part-time general warehouse employees employed in the warehouse only at Manteca, California excluding all office clerical employees, technical employees, maintenance and mechanics, confidential employees, loss prevention associates, managers, and supervisors defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to matters of wages, hours, and other terms and conditions of employment.

### **ARTICLE 2 – SCOPE OF AGREEMENT**

This contract shall apply to all general warehouse workers, as described above, in the Shipping Center only (exclusive of retail stores) of the Employer located at Manteca, California.

### **ARTICLE 3 – HIRING OF EMPLOYEES**

1. The Employers shall have the sole and exclusive right to select and hire its employees. The Employer shall send a written notice to the Union, stating the name, address, hourly wage rate, and starting date of such new employee, on a regular basis.
2. Any bargaining unit employee who takes a position of supervisor or above will not be permitted to return to the bargaining unit.
3. The Union will be granted access to all new hires during orientation.

## **ARTICLE 4 – UNION SECURITY**

A member of the Union shall be deemed to be in good standing only if his initiation fees if any and periodic fixed dues or service fees, as applicable are not in arrears. Employees covered by this Agreement shall, to the extent permitted by California law, become members of the Union on or after the thirtieth (30<sup>th</sup>) day following the beginning of their employment, or the execution of the effective date of this Agreement, whichever is the later, but not before completion of the employee's training period.

The Employer agrees to post the following notice prominently in its facility:

### NOTICE TO ALL EMPLOYEES

This shop is being operated under the terms of an agreement with Workers United, Western States Regional Joint Board (WSRJB), SEIU. All wages, hours and other conditions of employment are regulated by the terms of this Agreement. Good labor-management relations are in the best interest of Associates as well as the Company and Union.

## **ARTICLE 5 – TRAINING PERIOD**

1. A training period is hereby fixed at thirty (30) calendar days; with an additional sixty (60) calendar days to evaluate new employees covered by this Agreement. During the first thirty (30) calendar days, the Employer may discharge such new employees without cause, without notice to the employees or the Union, and without the consent of the Union.
2. Between the thirty-first (31<sup>st</sup>) and ninetieth (90<sup>th</sup>) calendar days, The Employer will notify the Union of discharges and said discharges can be subject to grievance, but not to arbitration.
3. Thereafter, any discharge may be the subject of arbitration hereunder.

## **ARTICLE 6 – TEMPORARY EMPLOYEES**

1. The Employer, at its discretion, and upon notification to the Union, may employ temporary employees. Such temporary employees may be hired as necessitated by business requirements. The use of temporary employees will not be used to displace bargaining unit employees' or positions. Should any temporary general warehouse employees remain in the Employer's employ for any consecutive sixteen (16) week period, then such employees shall thereafter be deemed covered by the terms of the

Agreement and to have fulfilled their probationary period required of newly hired employees.

2. The Employer agrees to notify such temporary employee of his or her temporary status, and to receive written acknowledgment of same from such temporary employee. If such written acknowledgment is not obtained, it will be presumed that the employee shall be covered by this Agreement after the regular trial period as herein provided.
3. Before the Employer hires temporary and /or regular employees, the Employer shall first offer employment to employees who have been laid off for less than one (1) year.

## **ARTICLE 7 – PAYMENT ON APPEARANCE FOR WORK**

Any employee who is scheduled to work and who reports to work shall receive a minimum of one-half of their regular scheduled shift at the applicable base rate of pay. If however, work is not available due to circumstances beyond the control of management, and management has provided notice to employees at least two hours before the start of the shift, then there shall be no payment on appearance of work.

## **ARTICLE 8 – WAGES**

1. New hires will receive a \$0.25 per hour wage increase upon completion of their initial thirty (30) calendar day training period, and an additional \$0.25 per hour upon completion of the remainder of their ninety (90) calendar day training period.
2. Effective August 1, 2020, all employees covered by this Agreement who have completed ninety (90) calendar days of employment on or before August 1, 2020 shall receive a base wage increase as follows:
  - a. Fifty cents (\$0.50) per hour. All employees covered by this Agreement who have, on August 1, 2020, been employed by the Company for less than ninety (90) calendar days shall, from and after the day of completion of ninety (90) calendar days, receive the fifty cent (\$0.50) per hour wage increase.
3. The same conditions and wage increase set forth in Paragraph 2 above will be effective in the second and/or third years of the Agreement, with effective date of August 1, 2021, and August 1, 2022.
4. All employees that work a second shift will receive a shift differential of seventy (\$0.70) cents per hour, in addition to their regular hourly rate.
5. All employees performing Lead person responsibilities shall receive fifty (\$0.50) cents

per hour, in addition to their regular hourly rate.

6. All employees that operate powered industrial vehicles shall receive seventy (\$0.70) cents per hour, in addition to their regular hourly rate.
7. Employer will comply with state laws in regards to Minimum Wage

## **ARTICLE 9 – HOLIDAY**

1. During the term of this Agreement, all workers employed more than thirty (30) days and covered hereunder shall be entitled to receive on (1) day's pay at the employee's regular base rate of pay, except as noted hereunder, for each of the following holidays, regardless of the day of the week the holiday falls:
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
  - New Year's Day
  - 4 Personal Days
2. Personal Days require forty-eight (48) hours' advance notice to the Employer and no more than ten percent of the employees in a department may be approved for a Personal Day at one time.
3. The parties intend that the maximum number of holidays each year under this Agreement shall not be increased in the event the State legislates an additional holiday or holidays, which must be observed by the Employer during the life of this Agreement. The Employer shall, at its discretion, substitute one (1) or more of the above holidays as the State holiday, so that the maximum number of holidays under the Agreement is not affected by such State action.
4. If the work is performed on a holiday, employees will receive time and one-half (1-1/2X) plus normal holiday pay. Holidays can be moved around to accommodate business needs, if jointly approved by the Union.
5. Employees must work their regularly scheduled days both before and after the holiday in order to receive holiday pay unless the employee is injured or becomes ill on the job and the injury or illness requires emergency medical attention. Medical care must be documented on request. In the event of multiple successive holidays, an employee covered by this Agreement shall lose a maximum of one paid holiday if absent before or after the holiday. This is conditioned on the Employer's approving the absence upon the employee's return to work. Such approval will not unreasonably be withheld. If an

employee, for good reason, is late for work by no more than one hour, on his/her regularly scheduled day before or after a holiday said Employee will be considered to have worked his/her full scheduled day for purposes of holiday pay.

6. If a holiday occurs while an employee is absent due to bereavement leave, an approved intermittent day of FMLA leave, Union business, or jury duty, the employee will be paid for the holiday provided he/she worked the last scheduled day fore and after said absence. (See ARTICLE 10, Paragraph 2, for holiday that fall during vacations.)
7. Part-time employees will be eligible for holiday pay only if the holiday falls on one of their regularly scheduled workdays. Pay will be based on regular straight time hours normally worked on a workday.

## **ARTICLE 10 – VACATIONS**

1. The vacation period shall be from January 1 through December 31 of each year. Vacations with pay will be granted each year to covered employees who will, on their anniversary year date of employment, have the required length of active employment, as follows:
  - a. Employees, upon completion of one (1) year's active service will, on their anniversary date of employment be eligible for one (1) week vacation.
  - b. Employees, upon completion of two (2) years active service will, on their anniversary date of employment, be eligible for two (2) weeks' vacation.
  - c. Employees, upon completion of five (5) year's active service will, on their anniversary date of employment be eligible for three (3) weeks' vacation.
  - d. Employees, upon completion of ten (10) years active service will, on their anniversary date of employment, b eligible for four (4) weeks' vacation.
  - e. Requests for vacation time shall be subject to approval by the facility manager, but shall not be unreasonably denied.
2. Whenever a holiday falls within an employee's vacation period, and either occurs on a day in the employee's regularly scheduled workweek or is a guaranteed legal holiday, the employee shall be granted an extra day of vacation or an extra day's pay, at the option of the Employer.
3. Vacation pay shall be based on the employee's normal workweek at his/her regular straight time hourly rate of pay.
4. Eligibility for vacation time shall not accrue during cumulative lease of absence, excluding paid sick time or personal days, which exceed thirty-one (31) days in an employee's anniversary year, including worker's compensation leave and leaves under the Family and Medical Leave Act.



## **ARTICLE 11 – PAID SICK TIME**

1. New hires, during their first year of employment, shall accrue one day of paid sick time for every month of employment up to a maximum of six (6) days. Employees are not eligible to use the sick leave until after completion of 90 days of employment. Thereafter, employees shall be entitled to six (6) paid sick days annually as of their anniversary date of employment,
2. Eligibility for paid sick time shall not accrue during cumulative leaves of absence that exceed thirty-one (31) days in an employee's anniversary year, under the same conditions applicable to vacation pay. (See ARTICLE 10, Paragraph 4)
3. Paid sick time accrued may be carried over from year to year up to a maximum of one hundred twenty (120) hours.
4. Employer will comply with the state and federal laws regarding sick pay

## **ARTICLE 12 – AUTHORITY TO ACT FOR THE UNION**

1. It is understood and agreed that only the following are authorized to act as agents of the Union in the administration of this Agreement, and in dealing with and determining any questions which may arise thereunder or in the relations between the Employer and the Union:
  - a. Regional Director
  - b. Assistant Regional Director
  - c. District Manager
  - d. Representative (to be designated by name, in writing to the Employer)

However, the right is reserved to the Union to substitute a different agent, or agents, or add new agents at any time during the life of this Agreement by serving upon the Employer notice, in writing, of such change or addition of agents of the Union.

2. No one shall be deemed an agent of the Union unless designated as such by the Union, in writing. Neither the Shop Steward nor any shop committee shall be deemed or construed to be an agent of the Union unless designated in writing as such an agent.
3. The Employer, upon advance notice by the Union of no less than seven (7) days, shall grant time off for designated employees to attend Union conventions, conferences or to conduct other specified Union business.

## **ARTICLE 13 – HOURS OF WORK**

1. The days of work shall be Sunday to Saturday, and the normal hours of work shall be 40 hours in a workweek. The times set forth above are inclusive of at least thirty (30) minutes for lunch, which are unpaid.
2. The Parties recognize that the anticipated growth of the company may require a different schedule configuration that what currently exist and may include a 5/8's 4/10's and / or 3/12's work schedule, based on a Sunday through Saturday work week. Terms and conditions as they apply to the new schedule will be negotiated with the Union at least thirty (30) days in advance of implementing an alternative work schedule.
3. Reasonable advance notice shall be given to the Union for any change in work schedules and shifts to be made on the basis of business necessity. The work schedules and shifts shall not be varied in any one week.
4. The course of a workday the Employer shall designate two (10) minute periods for rest and/or refreshment, one of which shall be during the first (1<sup>st</sup>) half of the work day, and one that shall be during the second (2<sup>nd</sup>) half of the workday, provided the employee is scheduled to work a full shift that day.
5. An additional period for rest will be scheduled in the event of daily overtime days.

## **ARTICLE 14 – OVERTIME PAY**

1. During the life of the Agreement, full time employees shall be paid at the rate of time and one-half (1-1/2) for all hours worked after eight (8) hours for those working a 5/8's schedule, and after ten (10) hours for those working a 4/10's schedule and after twelve (12) hours for those working a 3/12's schedule or over forty (40) hours in a week or in accordance with state law regarding daily overtime.
2. During the entire period of this Agreement, contractual holidays worked shall be paid at the rate of time and one-half (1 - 1/2) the employee's regular straight time rate of pay. Time and one-half (1-1/2) shall be paid for work on non-scheduled days if the employee has worked the full scheduled week preceding. (Full scheduled week shall include paid days off.) In the event an employee works seven (7) days in succession, then such work on the seventh (7<sup>th</sup>) day shall be at the rate of double time (2x) the employee's regular straight time rate of pay.
3. Overtime shall be offered to qualified employees according to job function by seniority within department, then building. In the event that this method fails to produce the needed number of workers, the Employer may require overtime of qualified employees

by inverse seniority according to function, by department, and then building.

4. For the purpose of calculating overtime, the following will be counted as days worked:
  - a. Any day the employee is absent from work because of an injury sustained by accident arising out of, or in the course of, employment.
  - b. Any day on which the employee is sent home by the Employer, for reasons other than the employee's conduct, before or after reporting to work, or after working any part of the shift.
  - c. Any day the employee is, absent from work to attend to approved Union business.
5. Employer notification of required overtime outside normal weekly shift shall be announced by the end of the shift on the day preceding the non-scheduled day to be worked.
  - a. For purposes of daily overtime, provided by the Employer serves notice by the end of the employee's previously scheduled shift that the employee is required to work overtime, such overtime shall be required.
  - b. All scheduled overtime that does not meet the above notification requirement shall be considered voluntary except in the case of an emergency beyond the control of management, such as equipment breakdown and exceptionally inclement weather.

## **ARTICLE 15 – LAYOFF AND RECALL**

1. All layoffs and recalls shall be done in the following order:
  - a. First, temporary employees will be laid off.
  - b. Second, probationary employees.
  - c. Finally, the least senior employee in the plant in reverse order of their seniority.
  - d. Employees remaining in the plant but not needed on their current jobs would be moved to staff the open job by order of seniority with the most senior having first choice and so forth until all positions are filled.
2. Employees may request the presence of a Shop Steward when layoffs are communicated to them. A senior employee may volunteer to take a layoff without jeopardizing his/her rights under the recall policy. Once having opted for a layoff, said employee must remain out of work for the duration of the layoff.
3. Notice of layoff shall be made available by the Employer to the affected employee by noon of the business day preceding the layoff, if practicable; otherwise, notice shall be made available on the day of such layoff.

4. Layoff and recalls shall be decided by seniority, regardless of shift, using a single seniority list.
5. Shop Stewards shall be deemed to have greater seniority than all other employees during layoff or recall.
6. Recalled employees will retain their original seniority for purposes of contractual wage increases and benefits (exclusive of holidays) for a period of no more than one (1) year. Employees recalled from permanent layoff will received a prorated amount of No Fault.

## **ARTICLE 16 – NO STRIKE PROVISION**

1. The Union agrees that it will not call, authorize, or ratify a strike or work stoppage during the life of this Agreement, except for the Employer's failure to submit to Arbitration or to comply with the decision of an Arbitrator. Should an unauthorized strike or stoppage of work by covered employees occur, the Union obligates itself, within twenty-four (24) hours after receipt of notice thereof from the Employer, solely to endeavor in good faith to bring about the return to their work of the covered employees who have stopped work. Upon failure of such employees to return to work within the said twenty-four (24) hours, the Employer may, at its option, consider that all or any of the employees have abandoned their employment. Should the Employer reemploy any such employees, it shall reemploy all of them, and shall treat them all alike and shall not discriminate among them.
2. Compliance by the Union in good faith with this provision shall be deemed full compliance with the Union's obligations hereunder.
3. As an alternative to submitting the matter to Arbitration, pursuant to ARTICLE 19 herein, the Employer shall also have the option of terminating this Agreement upon failure of the Union to comply with this Paragraph.

## **ARTICLE 17 – NO LOCK-OUT PROVISION**

1. The Employer agrees that it will not order, authorize, or ratify a lockout during the life of this Agreement. Should the Employer cause a lockout, or should there result a lockout for any other reason, notice thereof shall be given by the Union to the Employer. Thereupon, the Employer obligates itself, within twenty-four (24) hours after receipt of such notice, solely to endeavor in good faith to have the lockout terminated and to cause the reemployment of the employees.
2. Upon failure of the Employer to do so within twenty-four (24) hours, the Union, upon failure to reach an Agreement with the Employer, shall have the option of terminating

this Agreement with respect to the Employer, or of submitting the matter to Arbitration pursuant to Arbitration ARTICLE 19 herein.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

1. The parties recognize that the prompt adjustment of grievances is desirable therefore, should any difference arise as to the interpretation, application, performance or operation of this Agreement, the Associate and Supervisor shall attempt to resolve such differences. If the difference is not resolved, the Union must notify management of a grievance within (7) calendar days of having knowledge for the grievance.
2. A Shop Steward will be permitted to contact an Associate for purposes of Union business when such contacts are deemed necessary by the Shop Steward. A Shop Steward will be notified on the same day before the end of the shift that an Associate has a potential grievance, which the Associate wishes to discuss with the Shop Steward. Shop Stewards will notify their own Supervisors before leaving their section, and permission to do so will not be unreasonably denied. They will also notify the Supervisor in the department that they are visiting before they contact the Associate. If the departure of the Shop Steward would cause serious interference with operations the Supervisor will make arrangements for the Shop Steward to leave his job as soon as is practicable.
3. For the purpose of this ARTICLE, Union business is defined to mean investigation of a problem concerning pay or wages, hours of employment, or any other condition of employment.
4. **Grievance Step #1**  
A grievance shall be taken up and discussed orally by the designated Shop Steward, Associate, immediate Supervisor or Company Designee(s). After oral discussion, the Company Designee will give his or her position on the grievance to the Grievant and the designated Shop Steward within five (5) working days. If the first step answer is not satisfactory, then within five (5) working days of receipt of the answer, the grievance will be reduced to writing and copies given to the management designee. If Management's answer is not given to the designated Shop Steward and Associate at the same time, the period for reducing the grievance to writing shall commence with the latest receipt of Management's answer.
5. **Grievance Step #2**  
If a satisfactory resolution is not reached in Step #1, a meeting will be scheduled with Chief Steward, designated Shop Steward, Associate, and management designee(s). The meeting will be held within five (5) working days of receipt of the written grievance. The management designee will give a written answer to the grievance, within five (5) working days, to the Chief Steward.

6. Grievance Step #3

If a satisfactory resolution is not reached in Step #2, a meeting will be scheduled within ten (10) working days, unless mutually extended, with the Union designee and Management's final answer on the grievance will be given within five (5) working days from the date of the meeting unless the parties mutually agree to an extension of time.

7. Pre-Arbitration

The Union may schedule a pre-arbitration meeting with a Employer representative that has the authority to make a decision within five (5) working days if the Union decides to take a case to arbitration.

There will be a sequential numeric tracking system for grievances and information request.

For example, the grievances will begin with the year 2014 and the numerical number of the grievance, 2014-001, 2014-002, 2014-003, etc.

8. The indicated time limits within the grievance procedure will prevail unless there is a mutual agreement between the parties to the contrary.

9. Management's reply to a grievance at any step will be considered final, and the grievance closed, if not timely advanced to the next step. Failure by Management or the Union to act within the time limits set forth above shall result in the grievance being moved directly to the next step in the grievance procedure provided; however, that referrals to Arbitration must be made within the time period set forth herein.

10. The effective date of any adjustment resulting from the settlement of any grievance shall not exceed thirty (30) working days preceding the date of the filing of the grievance.

11. With respect to terminations arising out of this Agreement, the Union may submit such terminations arising out of this Agreement the Union may submit such termination grievance directly to step three (3) of the grievance procedure within five (5) days of the action giving rise to such termination. A meeting will be scheduled within ten (10) working days, unless mutually extended, with the Union designee and management designee. Management's final answer on the grievance will be given within five (5) working days from the date of the meeting unless the parties mutually agree to an extension of time.

## **ARTICLE 19 – ARBITRATION**

1. Any request or notice for Arbitration shall be made by either the Union or the Employer within fifteen (15) working days after the Employer's answer at Step 3 of the grievance procedure. If no request for Arbitration is made by either the Union or the Employer

during such fifteen (15) day period, both parties shall be deemed to have waived their right to make such request and the grievance shall thereupon be closed for all purposes. Unresolved grievances must be submitted to an Arbitrator designated by both parties. If the parties are unable to jointly designate an Arbitrator, the Arbitrator shall be selected from a panel of seven (7) Arbitrators provided by the Federal Mediation and Conciliation Services (FMCS). The Arbitrator shall not have the power to add to or subtract from, or otherwise modify any of the terms of the Agreement. The Arbitrator shall render a written decision within thirty (30) days of the conclusion of the hearing, explaining the basis of his decision. The decision or award of the Arbitrator shall be final, binding, and conclusive upon the parties and enforceable in a court of competent jurisdiction. The cost of Arbitration shall be shared equally by both parties.

2. Except as expressly provided to the contrary in this Agreement, it is the intention and agreement of the parties that the procedure established in this Agreement for the adjustment of disputes shall be the exclusive means for the determination of all disputes, complaints, or grievances specified herein, including arbitrability, expressly including all strikes, stoppages, lockouts, and any and all claims, demands, or acts arising therefrom. As long as this agreement has not been terminated in accordance with its terms, neither party shall institute any proceedings in a court of law or equity other than to compel Arbitration, as provided in this Agreement, or to enforce an award of an Arbitrator. This provision shall be a complete defense to any action instituted contrary to this Agreement.

## **ARTICLE 20 – CHECK-OFF OF DUES**

1. The Employer, where legally so authorized by an individual employee in writing, agrees to deduct the service fees weekly from the wages or salary of such employees and remit the same to the Union, not less than once a month, by the fourteenth (14<sup>th</sup>) day of the following month.
2. Sums so deducted by the Employer shall be held in trust by the Employer for the benefit of the Union.
3. The Employer shall provide for payroll deduction for all Employees who voluntarily authorize such deduction as a contribution to the the Workers United for Political Power Campaign Committee (PPCC), the Property Services Civic Engagement Fund (PSCEF), or any successors thereto. All payroll deductions to the PPCC and PSCEF shall be based on the Employee's written authorization.
  - a. The Employer shall make the deduction for the PPCC or PSCEF for each payroll period or other designated work period worked by the Employee who has authorized the deduction. The Employer shall promptly transmit the amounts deducted from the Employees' paychecks for the PPCC or PSCEF, in a separate transmittal from dues, to PPCC or PSCEF, both with mailing address 920 S Alvarado Street, Los Angeles, CA 90006, accompanied by a CD or other

computer-readable list of the names, addresses, and last four digits of social security numbers of all Employees for whom PPCC or PSCEF deductions were made together with the date and amount of that deduction.

- b. Workers United shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or terms of liability that shall arise out of and by reason of an action taken by the Employer in reliance upon PPCC or PSCEF payroll deduction cards submitted to the Employer.
4. For the purposes of this Article, the parties acknowledge and agree that written authorization includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

## **ARTICLE 21 – LEAVE OF ABSENCE**

1. Any unpaid leave of absence to be granted to an employee by the Employer for the reasons provided and defined in the Family and Medical Leave Act (FMLA) but for no other matters may be taken intermittently and up to twelve (12) work weeks in a twelve (12) month period. To be eligible for FMLA leave an employee must have worked 1,250 hours during the twelve (12) month period prior to the leave request, and must have worked for the Employer for a total of twelve (12) months.

The Employer complies with the Family and Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”) and other applicable leave laws. As provided for in those laws, employees may be eligible to take leaves of absence intermittently. Associates are not permitted to take other types of leaves of absence on an intermittent basis. To be eligible for FMLA leave, an employee must have worked 1,250 hours during the twelve (12) month period prior to the leave, and must have worked for the Employer for a total of twelve (12) months.

2. Requests for unpaid leave of absence for valid personal matters shall not be granted for less than one (1) week nor more than thirty (30) calendar days, except that at the discretion of the Employer it may be renewed for an additional period of thirty (30) days. Employees must be employed for at least ninety (90) days to be eligible for such leave of absence. All such requests shall be in writing by the employee with approval in writing by the Employer, and such approval shall not unreasonably be denied, but will be based upon current business needs.
3. Employees shall be responsible for continued premium payment contributions during the period of their leave of absence which will be collected upon their return to work.



4. The employer will allow a parent, grandparents and guardians to take off from work to participate in their children's school or child care activities. The employee may take forty (40) hours per year using up to eight (8) hours in any calendar month.
5. The employer upon advanced notice by the Union, of no less than seven (7) days shall grant time off for designated employees to attend Union conventions, conferences or to conduct other specified Union business, and which the company and the union must mutually agree.

#### MILITARY LEAVE

- a. The Employer will provide pay differential to prevent an active employee from incurring a wage loss while fulfilling Military Reserve Duty for up to two (2) weeks and/or Temporary Active Duty for up to two (2) weeks.
- b. The employee called to reserve or temporary active duty must present to the Employer his/her military orders in advance of the leave and complete the required Company Request for Leave form. Upon return to work after the leave, the employee must present military payroll documents so that the Employer can calculate the pay differential.
- c. The Employer and employee shall be governed by applicable State and Federal regulations.

### **ARTICLE 22 - NO FAULT ATTENDANCE**

For the life of this Agreement, there shall be a No Fault Attendance policy in effect under which employees may be absent as set forth below.

1. For twelve (12) days in a twelve month period without stating a reason or being required to present a doctor's note. Included in the twelve (12) days shall be four (4) days which may be taken in one-hour segments.
2. An employee who is late for work or leaves early will on each occasion be charged with a one-hour segment. Thereafter, any tardiness will result in a full day being charged against the employee. The same method of applying No Fault time will be used for leaving work before the end of a shift.
3. For absences of more than four (4) hours and less than a full day, an employee will not be required to use segments but may instead choose to use a full No Fault day at his/her option.

4. Approved leaves of absence, as well as VTO (requested by the Employer), Union business, receipt of a subpoena to testify as a witness, and paid benefit days will be excluded from the No Fault Attendance program.
5. An absence will be charged for any time out of the facility not covered in item #4 above.
6. Termination for absenteeism will occur on the thirteenth (13<sup>th</sup>) day of absence.
7. Any absence of three (3) consecutive days, without the employee calling in, shall be deemed a voluntary resignation.
8. The twelve (12) days of No Fault absences will be applied on a pro rata basis. Employees hired after the signing of this Agreement will be entitled, upon completion of thirty (30) working days of employment, to twelve (12) No Fault absence days.

## **ARTICLE 23 – PENSION BENEFITS**

1. The Employer shall contribute to the National Retirement Fund an amount as specified for each covered Employee, plus the minimum contribution amounts agreed upon by the Employer and required by the Fund's Rehabilitation Plan during the life of the Agreement.
2. The Employer agrees to sign and incorporate by reference to this Agreement, the Supplemental Agreement necessary for fund participation.
3. The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of an Employer in connection with the said contributions and/or reports.
4. In addition to any other remedies to which the Union or the fund may be entitled, if the Employer is in default for one (1) or more months, he shall pay such reasonable rate of interest, retroactive to the due date, as the trustees may fix on moneys due to the Fund from the date when the payment was due to the date when payment is made, together with all the expenses of collection and legal fees.

## ARTICLE 24 – HEALTH CARE BENEFITS

1. Effective August 1, 2020 and for the life of this Agreement, the Employer shall maintain current medical benefit programs (Option A-Plus, Option 400 and Consumer’s Choice), for all eligible Employees who have been employed for at least ninety (90) calendar days and covered by this Agreement. The aforementioned benefits described in Summary Plan documents shall be provided by the Employer and paid for by the Employer, with weekly premium contributions paid by employees, as follows:

<u>Plan</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Option 400*	Single	\$26.40	27.70	29.10
	Family	\$72.75	76.40	80.20
Consumer’s Choice	Single	\$10.00	11.50	13.00
	Family	\$40.00	42.50	44.50
Option A+	Single	\$38.20	40.10	42.10
	Family	\$108.80	114.20	119.90
Dental	Single	\$4.50	4.50	4.50
	Family	\$10.00	10.00	10.00
Vision**	Single	\$1.08		
	Family	\$2.97		

\* The Option 400 plan is closed to new enrollees. If Associates are already enrolled, coverage will simply continue at the new weekly rates.

\*\* Vision rates are subject to carrier rates.

- a. Option A-Plus. Under Option A-Plus, prescription drugs may be obtained by a prescription drug card with \$10.00 co-payment for generic drugs, \$25.00 co-payment for brand name, and a co-payment for formulary drugs of \$40.00 for up to a 30-day supply. There is also available a mail order prescription drug program under which a 90-day supply of generic drugs may be obtained for a co-payment of \$20.00, brand name drugs may be obtained with a \$50.00 co-payment and formulary drugs may be obtained with a co-payment of \$80.00.
- b. Option 400. Included in the Option 400 \$10.00 co-payment for generic drugs, \$25.00 co-payment for brand name, and a co-payment for formulary drugs

\$40.00 for up to a 30-day supply.

- c. Dental. Annual maximum coverage per person is \$1,500.
- d. Vision Care. This program will provide for eyeglass frames, lens, and eye exams.

2. Life Insurance

Life insurance in term life will be provided by the Employer during the term of this Agreement at a rate of one times (1x) annual straight-time wages. There is no cost to the Employee. Employees will become eligible for Basic Life Insurance on the same day they become eligible for all other benefits (90 days) and must be actively employed.

3. LTD Coverage

LTD (Long Term Disability) provides associates with 60% of pay if disabled longer than six months. Associates may be eligible to collect LTD until age 65, provided they are continuously medically disabled due to an injury or illness (if disabled after age 60, duration of benefits may vary). Associate rates dependent upon age and salary and subject to carrier rates and overall plan provisions.

## **ARTICLE 25 – BEREAVEMENT**

In the event of a death in the employee's immediate family, e.g., parent, spouse, brother, sister, child (including stepchild), grandchildren, grandparents of the employee, mother-in-law and father-in-law of the employee, the employee is entitled to funeral leave if employed by the Employer for at least thirty (30) days. An employee is eligible to receive five (5) working days of funeral leave, plus the day of notification if the employee is at work that day. Said days may be taken between the day of the notice of death and the day after the funeral. The employee will be paid for his/her normally scheduled straight-time work hours during funeral leave.

## **ARTICLE 26 – JURY DUTY**

If an employee is called to jury duty, the Employer will make up the pay difference between jury duty pay and his or her regular base rate of pay for up to thirty 30-calendar days. To be eligible for jury duty pay an employee must have completed thirty (30) days of consecutive employment and submit his or her jury duty pay stub to his or her Supervisor.

## ARTICLE 27 – DISCHARGE AND DISCIPLINE

1. No employee covered by this Agreement shall be discharged or disciplined except for just cause, except that summary discharge may result for acts which include, but not limited to intoxication, gross misconduct, insubordination, possession, sale or use of illegal substances or alcohol or objects such as firearms or other weapons, theft, and for unreported, unexcused absences of three (3) consecutive scheduled workdays. All disciplinary action should be administered in a timely manner and copies of such disciplinary action provided to the Union.
2. Except for provisions as set forth in Paragraph 1, no Employee shall be discharged after completion of the ninety (90) day probationary period without the application of disciplinary steps as set forth below:

Performance and Conduct:

<u>First Offense:</u>	1 <sup>st</sup> Written Warning
<u>Second Offense:</u>	2 <sup>nd</sup> Written Warning
<u>Third Offense:</u>	Final Written Warning
<u>Fourth Offense:</u>	Discharge

3. Just cause for the application of disciplinary steps shall include demonstrable cases of job errors, incompetence, or violation of rules and published regulations other than those which may result in summary discharge.
4. Should a dispute or difference arise as to whether or not the discharge or discipline was for just cause, the matter shall be submitted to Arbitration as provided herein. If the Arbitrator finds that the employee was discharged without just cause, he may order reinstatement, and may require the payment of back pay in such amounts as, in his judgment, the circumstances warrant.
5. The oldest written warning in an Employee's file shall be deleted if the Employee completes six (6) months of warning-free employment. Warnings that are over twelve (12) months old will remain on file, but will not be used in progressive disciplinary steps.

## **ARTICLE 28 – SHOP STEWARD AND COMMITTEE**

1. The Union shall have the right to certify to the Employer employees to be designated as Shop Stewards and other employees to be designated as members of the Shop Committee.
2. The combined number of Shop Stewards and Shop Committee persons shall be determined jointly by the Union and the Employer.
3. Employees must request a Shop Steward's presence if they choose to have representation during the discussion of a grievance, discharge or investigatory interview. Employees will be notified of their rights to have a Shop Steward present during the discussion of a grievance, discharge or investigatory interview.
4. Shop Stewards may not conduct Union business other than the investigation and handling of grievances during working hours and will notify their Supervisors who will not unreasonably deny permission to leave their work area for such purpose. Shop Stewards will notify their Supervisors upon returning to their work area.
5. The Employer will arrange for all newly hired bargaining unit members to attend a Union orientation on Company time and on premises, for no more than thirty (30) minutes, after the employee has passed the probationary period. Such orientation will be scheduled in consultation with the Union Representative and Chief Shop Steward."

## **ARTICLE 29 – RIGHT OF VISITATION**

Official representatives of the Union shall be permitted free access to the establishment where its members are employed, for the purpose of observing if the conditions of this Agreement are maintained, and for any other reasonable purpose arising out of the operation of this Agreement, providing there is no interference with the business of the Employer.

## **ARTICLE 30 – STRIKE OF WORKERS UNITED AFFILIATES**

It shall not be considered a breach of this Agreement on the part of the Union or any individual bargaining unit employee, if any bargaining unit employees refuse to enter upon the premises of the Employer against whom an affiliate of the Workers United, Western State

Regional Joint Board, SEIU representing another Employer's facility, is conducting a bona fide strike.

### **ARTICLE 31 – EXAMINATION OF RECORDS**

The Union shall have the right at all reasonable times and upon reasonable notice to the Employer to investigate only such books and records of the Employer as are necessary in order to ascertain whether the provisions of this Agreement are being fully complied with. The Employer shall have the right to have its representative accompany the Union representative upon such investigation. An Arbitrator shall have the right, upon his own motion, to institute any such investigation.

### **ARTICLE 32 – NO DISCRIMINATION**

There shall be no discrimination in hiring or in terms and conditions of employment because of race, creed, color, national origin, religion, sex, age, sexual orientation or non-job related handicap or disability. An employee with limited or no English speaking ability will be informed of his/her right to a translator when filing a grievance or when subject to disciplinary action.

It is against Company policy to base any employment-related decisions on an individual's race, color, religion, sex, pregnancy, age, national origin, ancestry, sexual orientation, disability, gender identity or expression, marital status, military status, political beliefs, or other legally protected status under applicable law.

### **ARTICLE 33 – HEALTH AND SAFETY**

It is hereby agreed that the Employer and the Union recognize the importance of the health and safety of employees. To that end, there shall be a joint representative Health and Safety Committee (or committees for various shifts, the number of members to be jointly determined but which will include representatives from all shifts). The Committee shall meet at least quarterly. The Committee shall review incidents of industrial accidents and potential safety hazards. The Committee, based upon its review, shall recommend to management ways and means to improve the safety and/or working conditions. Maria Rivera, California District Manager, will receive copies of the safety meeting and the recommendations made by the committee.

## **ARTICLE 34 – JOB POSTING AND BIDDING**

1. All Power Equipment Operator jobs will be considered bid jobs. All regular and back-up drivers jobs will be offered to workforce based on seniority.
2. Employees may not have received a warning within the last three (3) months prior to the closing date of the job bid.
  - a. Employees may not have documented restrictions or limitations that would prevent them from performing the essential functions of the bid job, with or without a reasonable accommodation.
  - b. Bid jobs will be offered by seniority. The employee bidding with the most seniority will be granted the opportunity to train in the bid job except for obvious conditions which would impede the employee's ability to perform the bid job with or without reasonable accommodations. The decision regarding the employee's inability should be agreed to by the Union. Should the seniority of two or more employees bidding on a bid job be the same, the bid shall be awarded by random selection, e.g., lottery. Copies of all bids, notification when bids are awarded and seniority dates of all bidders shall be provided to the Union.
  - c. An employee trained as a qualified back up will be given first choice of an opening in the appropriate bid job in seniority order. If the backup rejects the move, the job will be posted according to the regular procedures.
3. Employees selected for a bid position will be given a thirty (30) working day trial period to be completed within ninety (90) calendar days. Each employee will be evaluated during, and at the completion of, the training period.
  - a. An employee who does not meet standards during or upon completion of training will not be awarded to the bid job. Said employee will be returned to his/her former position, or to a comparable job.

## **ARTICLE 35 – MANAGEMENT PREROGATIVES**

Except as otherwise expressly provided in this Agreement, nothing contained herein shall be deemed to limit the Employer in any way in the exercise of the regular and customary



functions of management, including the making in connection therewith of such reasonable rule relating to operations of the facility as it shall deem advisable.

### **ARTICLE 36 – INVALIDITY OF PART OF AGREEMENT**

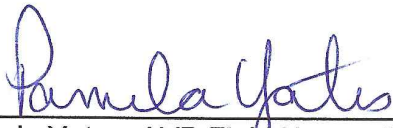
It is understood and agreed that if any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby, but shall separately and severally continue in full force and effect. With respect to any provision held invalid, the parties shall meet for the purpose of agreeing upon a substitute provision.

## ARTICLE 37 - EXPIRATION AND RENEWAL

This Agreement shall be in effect from August 1, 2020, to and including the 31<sup>st</sup> day of July 2023, and shall continue from year to year thereafter, unless either party shall give written notice to the other party at least sixty (60) days prior to the expiration date of at least sixty (60) days prior to any subsequent July 31 of any succeeding year of its desire to alter, amend, or terminate this Agreement.

In WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date heretofore set forth by their duly authorized representatives.

NBC NEVADA MERCHANTS, INC.

By:   
Pamela Yates, AVP Field Human Resources

Date: 10/8/2020

WESTERN STATES REGIONAL JOINT BOARD

By:   
Jack Mahoney, Secretary Treasurer

Date: 10/8/2020

Union Negotiating Committee:

Carla Lovely Brown, Distribution Division Director

Sandra Gallardo


Lorena Guillen

Lourdes Posadas

## SIDE LETTER ON WAGE ADJUSTMENTS.

1. **One-time adjustment.** Effective August 1, 2020, all employees who have completed 90 days employment will be increased to an hourly rate of \$15.50. Employees who have not completed 30 days as of August 1, 2020, will be increased to \$15.25 upon completing 30 days, and employees who have not completed 90 days as of August 1, 2020, will be increased to \$15.50 upon completing 90 days. Any other applicable increases, premiums, and differentials in the Agreement will be applied after the increases in this paragraph. The Employer and Union will meet before implementation of any future change to the hiring rate of pay.
  
2. **Compression adjustments.** The parties agree that effective August 1, 2020, the hourly pay rate for employees with the indicated year of hire will be increased as follows:
  - a. Hired 2018: \$0.40 per hour
  - b. Hired 2016, 2017: \$0.45 per hour
  - c. Hired before 2016: \$0.50 per hour

For the Employer:

  
\_\_\_\_\_  
Pamela Yates, AVP Field Labor Relations

For the Union:

  
\_\_\_\_\_  
Jack Mahoney, Secretary Treasurer