

**AGREEMENT**  
**BETWEEN**  
**WORKERS UNITED**  
**WESTERN STATES REGIONAL JOINT BOARD, SEIU**  
**AND**  
**REZEX CORPORATION**  
**DBA GELTMAN INDUSTRIES**

**LOS ANGELES, CALIFORNIA**  
**January 1, 2023 - December 31, 2025**

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## **AGREEMENT**

This Agreement is made and entered into as of the first day of January 1, 2020 by and between REZEX CORPORATION dba Geltman Industries, 1930 E 51<sup>st</sup> Street, Vernon, California (hereinafter called the "Company") and the Western States Regional Joint Board, Workers United, SEIU (hereinafter called the "Union").

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

### **ARTICLE 1**

#### **PURPOSE OF THE AGREEMENT**

**Section 1.** The purpose of this Agreement is to promote and maintain mutually satisfactory relationships between the Company, the Union and the employees.

### **ARTICLE 2**

#### **NON-DISCRIMINATION**

**Section 1.** The Company and the Union shall not misrepresent the affiliation of the Union, the obligations of Union membership, or the requirements of the Agreement.

**Section 2.** There shall be no discrimination against any employee covered by this agreement on account of such employee's race, color, religion, sex or national origin.

**ARTICLE 3**  
**RECOGNITION**

**Section 1.** The Company recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and working conditions for all employees within the bargaining unit as defined by the National Labor Relations Board in Case No. 21-CA-21315-1 and Case No. 21-CA-21459, namely:

**INCLUDED:** All production employees, including production machine operators, machine helpers, material clerks, shipping clerks, tool and machine maintenance persons employed at the employer's facilities located at 1914 Bay Street, Los Angeles, California.

**EXCLUDED:** Office, clerical, administrative employees, truck drivers, guards, professional employees, foreman and supervisors as defined in the Act, as amended.

**Section 2.** Nothing contained in this Article shall be construed so as to imply any rights, obligations or benefits not expressly provided for elsewhere in this Agreement, nor shall this provision be construed to be, or effect, a modification of any of the other terms of this Agreement.

**Section 3.** The employer will provide a bulletin board for the posting of Union notices and bulletins.

The employer shall from the second pay of each month deduct from the wages of its employees when authorized by the employees in writing, membership dues and initiation fees and assessments of the Union. The amounts deducted pursuant to such authorization shall be transmitted at monthly intervals to the Secretary-Treasurer of the Union, together with a list of the names of the employees from whom the deductions are made.

**Section 4.** Leave of absence without pay for a maximum of five (5) days per year shall be granted to one employee selected to act as representative of the Union, or as delegate to the Union conventions, conferences, and other similar Union functions. Such employees shall be reinstated to their previous job, operation or machine upon return to work.

**Section 5.** The employer shall recognize and deal with such representatives as the Union may elect or appoint and shall permit the duly accredited representatives of the Union to visit the Company's factories at any reasonable time.

**Section 6** Whenever the Employer hires an Employee he shall notify the Union immediately in writing, giving the name, address, social security number and starting date of each such new Employee or re-hire, and said Employee shall make application for membership in the Union in accordance with this Article.

Upon written request, the Employer shall provide a report in Excel format to the Union providing the name, employee ID number, address, cell phone number, social security number, date of birth, email address if available, shift, rate of pay, language preference and starting date of each employee, new hire, or rehired employee.

#### **ARTICLE 4 INSURANCE**

In lieu of insurance, the Company will pay each employee three hundred (\$300) per month so that the employee can procure their own insurance. The three hundred dollars (\$300) monthly payment will start at the expiration of our current health benefits plan which currently runs through May 2023 or sooner, contingent on the Company being able to terminate the current health benefits with the service provider before May 2023. If the employer is able to terminate the plan earlier, the Company will notify the employees and start paying the \$300 accordingly.

If at any time the state requires companies under 50 employees to provide insurance to their employees, the company will provide the insurance and cancel the \$300.00 monthly payments to the employees.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1.** Except as otherwise limited by the specific provisions of this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Company. Such rights, power, authority and functions include, but not limited to, the full and exclusive control, management and operation of its business; the determination of the scope of its activities products to be processed, produced or manufactured, and methods pertaining thereto, the location of such processing, production or manufacturing, the materials and the products to be acquired or utilized, and the machinery and equipment to be utilized, and the layout thereof; the right to establish or change production schedules, standards, and schedules of work, including the right to require reasonable overtime work; the right to grant or deny leave requests for reasonable cause; the right to establish, change or eliminate jobs, positions, job classifications and descriptions; the right to change or establish the compensations of bargaining unit employees and to pay in accordance and in line with the established rate and job position; the right to pay the more productive and effective employee more than the established hourly wage rate; the right to introduce new or improved procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or

subcontract work when no bargaining unit employees are on layoff; the determination of the number, size and location within the greater Los Angeles County, Orange County or Ventura County, of its plant or plants or any part hereof, and the extent to which and the means and manner by which its plant or plants, or any part thereof, shall be operated, relocated, shut down or abandoned; the right to terminate, merge consolidate, sell or otherwise transfer its business or any part thereof. The right to make, enforce and revise safety, work and security rules and rules of conduct, when determined reasonable by the Company. The determination of the number of supervisors and other jobs or positions outside of the bargaining unit covered by this Agreement; the right to determine the reasonable basis for selection, transfer and promotion of employees and jobs and the

basis for retention of employees in said jobs and positions; the determination of the number of employees, including the number of employees working in a particular shift, station,

classification or department, and the assignment of duties thereto; and the direction of the working force, including hiring, selecting and training new employees, scheduling, assigning, suspending, discipline, discharging for just cause, laying off, recalling, promoting, retiring, demoting and transferring, both permanent and temporary, of its employees.

**Section 2.** It is the intention of the Company and the Union that the rights powers, authority and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically modified by express provisions of this agreement.

**Section 3.** In making judgements about the reasonableness of rules or in the exercise of judgments on employee conduct, qualifications, seniority or other similar issues, the Company has the sole right of judgement, provided such judgements are made in good faith and remain within the bounds of normally accepted industrial practice.

## **ARTICLE 6**

### **SUPERVISORS AND OTHER NON-BARGAINING UNIT EMPLOYEES**

Nothing contained in this Agreement shall be construed to limit the right of the Company to assign supervisors or other non-bargaining unit employees to perform work of the bargaining unit in cases of emergency, excessive absenteeism or for the purposes of training or instructing employees.

## **ARTICLE 7**

### **PROHIBITION OF STRIKES AND LOCKOUTS**

**Section 1.** The Employer and the Union agree that there shall be no strikes, stoppages or lockouts during the term of this Agreement. Nor will any of the Union agent representative cause, authorize, encourage or ratify any strike, sit-down or work slow-down or prevent or attempt to prevent the access of persons to the Company's plants, or interfere or attempt to interfere with the Company's functions or product for any reason whatsoever.

**Section 2.** The prohibitions of Section 1 of this Article shall apply whether or not the dispute-giving rise to the prohibited conduct is subject to arbitration. Furthermore, neither the violation of any provision of this Agreement by the Company, nor the commission of any act by the Company alleged to constitute unfair labor practice, or a violation of any state or federal law, shall excuse the Union, or any of its members, agents or representatives, from their obligations under the provision of Section 1 of this Article.

**Section 3.** In the event of an alleged violation or violations of any provision of Section 1 of this Article by the Union, its members, agents or representatives, or by any employee:

- (a) Any such employee shall be subject to discipline up to and including discharge. The Company may make variations in the discipline imposed as between leaders and participants in such prohibited activity or based upon the degree of participation in such prohibited activity on its sole discretion.
- (b) The Union shall immediately direct such employees both orally and in writing to resume normal operations immediately, and further, shall immediately take whatever other steps are necessary to bring an end to the alleged violation.

**Section 4.** The Company and Union shall be entitled to all appropriate remedies for any breach of the foregoing provisions, including but not limited to injunctive relief and damages, whether or not the dispute giving rise to the conduct which violates such section is subject to arbitration.

## **ARTICLE 8**

### **DISCHARGE AND DISCIPLINE**

It is understood and agreed that the right of discharge for just cause shall rest in the discretion of the Employer. No Employee shall be discharged, except in the case of gross misconduct, without first receiving a verbal warning, written warning notice followed by a disciplinary suspension 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 suspension, the notice shall be declared null and void for purposes of administering progressive discipline pursuant to this Collective Bargaining Agreement but may be retained by Employer and used



for any other business purpose. Notwithstanding the above, no prior warning notice or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but is not limited to: Theft, embezzlement, deliberate violation of posted company rules, falsification of documents provided to the company, violation of the Company's Substance Abuse policy, or committing or threatening to commit violence against a supervisor or co-worker. Violation of the above basic rules shall constitute just cause for discharge without redress.

## **ARTICLE 9**

### **REPRESENTATION**

**Section 1.** The Union and employees shall be represented by a Chief Steward and one (1) Union Steward for each shift. The Company and Union agree that Union Stewards must have been a full time bargaining unit employee of the Company for a minimum of one (1) year.

**Section 2.** The Union shall notify the Company within ten (10) days as to the identity of the Steward(s) and the Company shall not be required to recognize any other employee as a Steward or other employee representative for any purpose. The Union shall also notify the Company in writing as to the identity of the non-employee Union representatives and the Company shall not be required to recognize any such representative in the adjustment of grievances or otherwise, other than those whose names are so furnished to the Company.

**Section 3.** The Steward shall have only that authority which is granted to them by the Union. A Steward may request to be released from work in order to investigate or process a grievance. The Company will grant time when such time is required to investigate the grievances during working time and at a time when the Steward's absence does not conflict with the reasonable demands of the Company's production or maintenance. The Steward will inform the Supervisor of the time he/she leaves and returns from the investigation and such investigation will be made in a conscientious and expeditious manner.

## ARTICLE 10

### GRIEVANCE AND ARBITRATION

**Section 1.** A grievance is hereby defined as a claim against, or dispute with the Company by an employee or employees involving violations by the Company of the terms of this Agreement. Grievances shall be handled in the following manner:

**Step One:** The grievance and the steward shall present the grievance to the grievant's immediate supervisor orally.

**Step Two:** If no settlement is reached, the grievance shall be reduced to writing, and shall be presented by the grievant and/or Chief Steward within three (3) days to the Plant Manager, who shall meet and give an answer within five (5) working days.

**Step Three:** If no settlement is reached, a third step meeting will be scheduled between the Plant Manager, the Chief Steward, the grievant and the Union Representative within three (3) days. The third step answer will be provided no later than three (3) working days from the date of the third step meeting.

**Section 2.** Any grievances not presented to the Company in writing as provided in Step Two within seven (7) regular scheduled work days after the incident on which the grievance is based, or in the case of a discharge, within three (3) regular scheduled work days after the date of the discharge, shall be waived for all purposes.

**Section 3.** If no settlement is reached, then the Union may request by serving written notice upon the Vice President, Personnel, that the grievance be arbitrated as herein provided, provided that the grievance presents an arbitrable matter as herein defined. Said notice shall identify the Section(s) or provision(s) of the Agreement that the Union claims the Company has violated. Failure to serve such notice within twenty (20) days of intent to arbitrate will preclude arbitration of the underlying dispute. The time limits in this section may be extended by mutual agreement in writing.

Jurisdiction of the arbiter is limited to:

- (1) Adjudication of the issues which are under the express terms of this Agreement.
- (2) Interpretation of the specific terms of this Agreement, which is applicable to the particular issue presented to the arbiter, but cannot change the Agreement.
- (3) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and
- (4) The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based;
- (5) The rendition of a decision or award based solely on the evidence and arguments presented to the arbiter by the respective parties in the presence of each other, and the arguments presented in the written briefs of the parties, if any;
- (6) The rendition of a decision or award within reasonable time of the date of presentation of written briefs by the parties unless the parties extend said time limit by mutual agreement.

No one arbitrator shall have more than one (1) grievance submitted to him and under consideration by him at any one time, unless the parties otherwise agree in writing. A grievance shall be deemed under consideration by an arbiter until the arbiter has rendered his decision and award in writing.

The fees and expenses of the arbiter and the cost of the reporter's transcript, if either party requests the same, shall be paid by the party against whom the decision is rendered. The decisions of the arbiter within the limits herein prescribed shall be final and binding upon the Company, the Union and the employees affected.

**Section 4.** Matters subject to arbitration as provided herein shall be referred to an arbitrator. The arbitrator will be chosen from list of American Arbitration Association of Federal Mediation and Consultation Service by each side alternately picking names.

## ARTICLE 11

### HOLIDAYS

**Section 1.** For purposes of this Agreement, the following shall be recognized as paid holidays for all eligible employees:

New Year's Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

Working day before or after Christmas Day, at Company's option

New Year's Eve

**Section 2.** To be eligible for holiday pay an employee must (i) have completed five (5) months with the Company and (ii) have worked during the week the holiday falls or the one week prior to the week the holiday falls or one week after the week the holiday falls and (iii) have worked the last regularly scheduled work day preceding and following such holiday, except where absence on such day is for sickness with doctor's certificate.

**Section 3.** If eligible, an employee shall receive eight (8) hours pay for said holidays not worked at his regular straight time hourly rate of pay. An eligible employee who works on a holiday shall receive double time, two (2) times his regular straight time hourly rate of pay for all hours so worked in addition to holiday pay as provided herein.

**Section 4.** When a holiday fall during an eligible employee's vacation period and he is absent from work because of such vacation, such employee shall receive one (1) additional day's paid vacation in lieu of holiday pay as provided herein.

## ARTICLE 12

### VACATIONS

**Section 1** Employees who have completed one (1) year of continuous service with the Company from his date of hire or most recent date of rehire shall receive annual vacation with pay for a period of five (5) eight (8) hour days.

**Section 2.** An employee who has completed three (3) years of continuous service with the Company from his date of hire or most recent date of rehire shall receive annual vacation with pay for a period of ten (10) eight (8) hour days each calendar year.

**Section 3.** An employee who has completed fifteen (15) years of continuous service with the Company from his date of hire by December 31, 2004 shall receive annual vacation pay for a period of fifteen (15) eight (8) hour days each year. These employees will be grandfathered with their fifteen (15) eight (8) hour days each year. All other employees will have a maximum of two (2) weeks vacation.

**Section 4.** Vacation pay shall be pro-rated for any employee who was absent due to illness, lack of work, or leave of absence in excess of one (1) month in the previous year.

**Section 5.** Vacation pay shall be at the employee's regular straight time hourly rate of pay on the vacation due date. An employee whose employment terminates shall receive pro-rated vacation pay for the time worked since his last anniversary date.

**Section 6.** An employee may schedule their earned vacation by submitting a written request for a specific vacation time to his supervisor at least one (1) month prior to the requested vacation time. The supervisor will provide a written response within five (5) working days. Vacation will be approved based on operating condition at the plant. In the event of conflict in such requests, priority in granting such request shall be given to the first applicant and in the event of further conflict, to the more senior employee.

Notwithstanding any other provisions in this agreement, the Company shall have the right to shut the plant or any portion thereof at any time of its choosing with at least thirty (3) days advance notice. All affected employees who are not assigned work shall be required to take their vacation. Those employees who are not entitled to vacation pay shall be laid off without pay for the period of such shut down. The Company may require employees to use vacations in the year earned and prohibit employees from accumulating vacations from year to year.

**Section 7.** All vacations must be taken in increments of full work weeks. The Company may, in its discretion, waive the foregoing requirement for exceptional and compelling reasons only.

## **ARTICLE 13**

### **SENIORITY**

**Section 1.** For purposes of this Agreement, seniority is defined as an employee's length of unbroken service with the Company since his most recent date of hire or rehire.

**Section 2.** No employee shall acquire any seniority until he has successfully completed a probationary period of sixty (60) days from his most recent date of hire or rehire. When the employee's probationary period has been completed, his seniority shall date back to his most recent date of hire or rehire. During his probationary period, an employee may be disciplined or discharged with or without cause, and without recourse to the grievance/arbitration procedures in Article X.

**Section 3.** Seniority will be broken and lost and employment shall cease, for any of the following reasons:

- (a) Discharge for just cause;
- (b) Quit;
- (c) Failure to report for work for three (3) consecutive working days without prior notice to the Company, unless the employee was physically unable give such notice, then they need a doctor's certificate.
- (d) Failure to report to work within seven (7) days after Company's written notice of recall to the employee's last known address;
- (e) Giving false reasons for absence, or for any leave requests;

- (f) Failure to report to work upon expiration of a leave of absence.
- (g) Accepting other equivalent employment while on a leave of absence, or while receiving disability pay;
- (h) Failure to perform services for the Company for any reason for a period of ninety (90) calendar days, except as provided in Articles XVII and XVIII or (i) below;
- (i) Layoff in excess of one (1) year.

**Section 4.** In all cases of layoff and recall from layoff, seniority among employees within the job classification affected shall govern where, in the opinion of the Company, job performance in and dependability, skill, ability and qualifications to perform the available work are equal. The employees shall be eligible for recall for a period of one (1) year from the date of layoff.

**Section 5.** Permanent vacancies within the bargaining unit (those expected to last for seventy-five (75) calendar days or more, which the Company determines to fill) shall be posted on the bulletin board for three (3) working days. Employees who desire to be promoted to a job so posted shall make written application to the Personnel Department before the close of business on the last day said job is posted on a form provided by the Company setting forth their qualifications and position desired.

When filling a permanent vacancy the Company will consider such applicants. When such factors as skill, ability and experience are considered by the Company to be equal, and performance, quality of work, adherence to work rules, attendance, punctuality and other such factors are considered satisfactory to the Company, plant seniority will be the determining factor. In cases where two or more employees have filed transfer requests for the same job classification and the same shift, if all factors are equal, the Company shall select the employee whose transfer request then on file with the Personnel Department bears the earliest date.

In the event that none of the applicants are qualified to fill the vacancy, the Company shall fill the vacancy from new hires.

The Union recognizes the right of the Company to be sole judge of an employee's qualification to serve in the classification of lead person and the Company's sole right to select any employee regardless of classification for such appointment who is, in the opinion of the Company, capable of performing those duties. The Union further recognizes the right of the Company to be the sole judge and to have the exclusive right to return such lead persons to their prior classification at any time and for any reason the Company deems appropriate.

**Section 6.** Temporary layoffs of one (1) working day or less may be made without regard to the provisions of this Article, where necessary to avoid temporary reassignment of the remaining employees.

**Section 7.** Nothing in these provisions regarding seniority shall be construed to permit choice of individual workstation, machine, or job assignment within any particular job classification or labor grade. Where practical, the Company shall honor seniority in assigning employees within a job classification to particular shifts.

## **ARTICLE 14**

### **HOURS OF WORK**

**Section 1.** The employees' regular working hours shall not be more than eight (8) hours each day, with one-half ( $\frac{1}{2}$ ) hour lunch, without pay, and two (2) ten-minute breaks.

**Section 2.** The regular workweek shall be Monday through Saturday six (6) consecutive days for all finishing employees, the work week will always start on Monday and the sixth consecutive day will be paid in accordance with Article XV.

**Section 3.** The regular workweek for the laundry operation shall be Monday through Sunday.

Employees of the laundry operation will have a least one (1) day off each weekend (Saturday or Sunday) and those days off will be rotated so Saturday or Sunday time-off is distributed evenly for all employees.



The laundry operation is defined as those employees in the laundry classification.

**Section 4.** Nothing herein shall constitute or be construed as a guarantee of hours of work per day or number of days or hours of work per week.

**Section 5.** Employees shall be at their workstation, ready for work, at the conclusion of their lunch and break periods.

**Section 6.** The two ten (10) minutes break periods shall be granted as near the middle of the first and second half of the workday.

## **ARTICLE 15**

### **OVERTIME**

**Section 1.** Overtime at the rate of one and one-half (1½) times an employee's regular straight time hourly rate of pay shall be paid for:

- A. All work performed in excess of eight (8) hours in any one (1) day.
- B. All work performed in excess of forty (40) hours in any one (1) work week; and
- C. All work performed by an employee on the sixth (6<sup>th</sup>) consecutive workday within the same workweek.

**Section 2.** All work performed by an employee on the seventh (7<sup>th</sup>) consecutive work day shall be paid for at double time within the same work week.

**Section 3.** The Company shall determine when overtime shall be worked and shall have the right to require the performance of such work. An employee, who repeatedly refuses to work overtime when at least reasonable advance notice has been given, could be subject to termination. Reasonable advance notice is defined as at least two (2) hours before the end of the employee's shift.

The Company will distribute overtime by seniority within the classification and/or shift.

All work schedules will be posted on the bulletin board for all employees to refer to. When there is a change in the work schedule, employees will receive at least one (1) day advance notice from supervisor, in person, or by telephone.

**Section 4.** In no event shall overtime or premium be pyramided or duplicated for the same hours worked on a particular day.

**Section 5.** Hours not worked, but paid for, shall be considered as hours worked for the purpose of calculating overtime pay, except holidays and sick pay.

## **ARTICLE 16**

### **SICK PAY**

**Section 1.** As per the State of California Paid Sick Leave, each employee covered by this contract shall be entitled to five (5) days, 40 hours of sick leave commencing January 1<sup>st</sup> of each calendar year

**Section 2.** Each January 1<sup>st</sup> an employee will have five (5) sick days with pay to be used from January 1 to December 31 of each year. Any unused sick day will be paid off within one (1) week of the year. It has been agreed that the 2019 unused sick days will be paid in the month of February 2020.

Should an employee terminate their employment with the employer, prior to December 31<sup>st</sup>. of any year, their sick pay will be pro rated quarterly, and any over usage will be deducted from the employee's last paycheck.

**Section 3.** Doctor's note after the 3<sup>rd</sup> day of sick leave may be requested by the Company, unless it falls on a weekend or holiday.

**Section 4.** Nothing herein shall be construed to condone an employee's absence for reasons other than reasonable cause.

## ARTICLE 17

### NON-MEDICAL LEAVES OF ABSENCE

**Section 1.** A leave of absence without pay and without loss of seniority for compelling non-medical personal reasons may, at the Company's discretion, be granted to employees who have concluded their probationary period. Requests for such leaves must be presented in writing in a form approved by the Company and must set forth the reasons for the requested leave. A copy of such leave of absence request upon approval or disapproval by the Company shall be furnished to the Union for its review.

**Section 2.** Military leaves of absence without pay shall be granted in accordance with the Military Selective Service Act of 1967, as amended.

**Section 3.** An employee who returns to work from a non-medical leave of absence in accordance with the terms upon which such leave was granted by the Company and where such leave of absence is of a duration of seventy-five (75) calendar days or less shall be reinstated in his former job classification, provided that he is physically qualified to perform the work, unless conditions change so as to render such reinstatement impossible or economically unfeasible. An employee who returns to work from a non-medical leave of absence in accordance with the terms upon which such leave was granted by the Company where the duration of said leave of absence was in excess of seventy-five (75) calendar days may be reinstated in his former job classification, provided said classification exists and has not been permanently filled by another employee. An employee whose previous position is no longer available for either reason will be offered a comparable position in the same labor grade if such position is available.

## ARTICLE 18

### MEDICAL LEAVES OF ABSENCE

**Section 1.** A medical leave of absence is authorization granted to an employee to be absent from work without pay for a specified length of time exceeding three (3) working days. As soon as an employee becomes aware that he is or will become temporarily disabled from

working for any medical reason, the employee is required promptly to advise the Company of the reason and the anticipated commencement date and duration of the disability. All requests for medical leaves of absence must be supported by satisfactory medical proof of disability by a physician. A copy of such leave of absence request, upon approval by the Company, shall be furnished to the Union.

**Section 2.** A medical leave of absence without pay and without loss of seniority may, at the Company's discretion, be granted to all such employees, who have completed their probationary period, for the period of their disability up to a maximum of ninety

(90) days. Under exception circumstances, the Company may, extend a medical leave of absence for an additional ninety (90) day period, provided that such extension has been approved by the Company in writing.

**Section 3.** The Company may require periodic verification of the employee's inability to work (including, for example, examination by a doctor designated by the Company), and any deliberate misrepresentation by the employee will be just cause for discharge.

**Section 4.** An employee who returns to work from a medical leave of absence in accordance with the terms upon which such leave was granted by the Company and where such leave of absence is of a duration of ninety (90) calendar days or less shall be reinstated in his former job classification or in a comparable job classification, provided that he is physically qualified to perform the work, unless conditions change so as to render such reinstatement impossible or economically unfeasible. An employee who returns to work from a medical leave of absence in accordance with the terms upon which such leave was granted by the Company where the duration of said leave of absence was in excess of ninety (90) calendar days may be reinstated to his former job classification provided said job classification exists and has not been permanently filled by another employee. An employee, whose previous position is no longer available for either reason will be offered a comparable position in the same labor grade if such position is available and offered to the employee by the Company.

**Section 5.** This Article applies to all temporary medical disabilities including pregnancy, childbirth and related medical conditions. The Company may require an employee

granted a medical leave of absence pursuant to this Article to take a physical examination and condition reinstatement upon the results of said physical examination.

## **ARTICLE 19**

### **REPORT-IN PAY**

**Section 1.** An employee, who reports to work on his regularly scheduled shift without previous notification not to report, will be provided the opportunity to work a minimum of four (4) hours. In the event such work is not available, the employee shall receive four (4) hours pay at his regular straight time hourly rate; provided, however, that in the event there is insufficient work in such employee's job classification he must perform any work to which the Company may assign him during such period.

**Section 2.** Notice not to report under Section 1 of this Article may be given to an employee while at work or by letter, telegram, message or telephone number shown on the Company's records no later than four (4) hours before the start of his work shift.

**Section 3.** This provision shall not apply if there is no work available due to emergencies, breakdowns of equipment, failure of utilities, acts of God or other circumstances beyond the normal control of the Company.

## **ARTICLE 20**

### **ESTABLISHMENT OF NEW WAGE RATES AND NEW CLASSIFICATIONS**

**Section 1.** If, during the term of this Agreement, the Company establishes a new job classification, the Company shall establish regular straight time hourly rates of pay therefore. If, during the term of this Agreement, the Company changes a job classification, the Company shall establish new regular straight time hourly rates of pay therefore.

**Section 2.** Any grievance alleging that said rates established by the Company do not bear a fair relationship to the rates for other job classifications under the Agreement, may not

be considered within a thirty (30) calendar day period following the establishment of said rates and must be filed with ten (10) working days after the end of said thirty (30) calendar day period or said grievance shall be waived for all time. Each and all of the provisions of Article 10 of this Agreement shall be applicable to any such grievance.

**Section 3.** In the event that any such grievance is submitted to arbitration, the arbitrator shall have jurisdiction and authority to determine only the issue of whether or not said rates established by the Company for the new or changed job classification bear a fair relationship to the rates for other job classifications under this Agreement. If the arbitrator should determine that said minimum rates do bear a fair relationship, he shall dismiss the grievance. If the arbitrator should determine that said rates do not bear a fair relationship, he shall determine and award a rate of pay for said new or changed job which rate shall bear a fair relationship to the rates for other job classifications under this Agreement.

## ARTICLE 21

### WAGE RATES AND CLASSIFICATIONS

**Section 1.** All employees shall receive minimum rates of pay as set forth in Appendix B.

**Section 2.** Effective on the dates set forth below, all employees shall receive wage increases as set forth below, and all minimum rates, as described in Appendix B, shall be increased by a like amount.

Effective on the dates set forth below, all employees shall receive wage increases set forth below.

**January 1, 2023:**

<b>Classification</b>	<b>Base Pay Starting</b>
Laundry	State Min + 0.10/hr. after 2 months from date of hire
Bonding Op.	State Min + 0.35/hr.
Frame Op	State Min + 0.35/hr.
Bonding Bach	State Min + 0.25/hr.
Frame Bach	State Min + 0.25/hr.
Ship/Rec	State Min + 0.30/hr.
Sec Leader	State Min + 0.55/hr.

**January 1, 2024:**

If no minimum wage is mandated by the state, the company will give a \$0.30/hr increase to all employees (the “Company Increase”). If there is a minimum wage increase mandated by the state (such increase, the “State Increase”), any employees whose wages are within the purview of the state mandate will receive the State Increase and not the Company Increase. On the other hand, any employees whose wages are not within the purview of the state mandate (because their wages are above the new minimum wage) will receive the Company Increase and not the State Increase.

**Years of Employment:** Employees shall receive the following compensation based on years of service:

After 5 years	add \$0.10/hr	Total \$0.10/hr
After 10 years	add \$0.10/hr	Total \$0.20/hr
After 15 years	add \$0.15/hr	Total \$0.35/hr

**Section 3.** As of 01/01/2022, Employees who are regularly assigned to a scheduled second (2<sup>nd</sup>) shift shall receive five cents (.05¢) per hour for all hours worked on such shift. Employees who are regularly assigned to a scheduled third (3<sup>rd</sup>) shift shall receive ten cents (.10¢) per hour for all hours worked on such shift.

**Section 4.** The Company will pay a Christmas bonus at the discretion of the Employer.

**ARTICLE 22**

**MEDICAL EXAMINATIONS**

**Section 1.** The Company will have the right to require a medical examination, including hearing and eye test, of any applicant for employment. The Company will have the right to require a medical examination, at Company’s expense, including hearing and eye tests, of any employee under the following circumstances.

- (a) Upon return from medical leave of absence pursuant to Article 18 hereof;

- (b) In any case where the Company has sufficient reason to suspect that an employee is under the influence of alcohol or drugs.

Any employee who refuses to consent to a medical examination as provided for herein shall be subject to discharge. Such examinations shall be at Company expense.

## **ARTICLE 23**

### **WORK TOOLS**

Scissors will be assigned and signed out to all workers in need of such for their day to day work. Should the scissors need to be replaced due to day to day wear, they will be replaced. If the scissors are damaged due to carelessness the employees will need to pay for the replacement.

## **ARTICLE 24**

### **SOLE AND ENTIRE AGREEMENT**

**Section 1.** This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto, expressing all obligations and restrictions imposed on each of the respective parties during the term of this Agreement and superseding all prior agreement and understandings, oral or written expressed or implied.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Each party voluntarily and unqualifiedly waives the right, and each party agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter, whether or not specifically referred to or covered by this Agreement, including but by no means whatever limited to, any subject or matter which under



this Agreement is within the right of management to decide, unless such subjects or matters were not to decide, unless such subjects or matters were not within the knowledge of either or both of the parties at the time they negotiated or signed this agreement.

## **ARTICLE 25**

### **WAIVER**

**Section 1.** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

**Section 2.** In the event any article, section or portion of this Agreement shall be declared invalid by a court of competent jurisdiction or is in contravention of any federal law or regulation, the remaining provisions of this Agreement shall not be invalidated thereby and shall remain in full force and effect in such event parties meet and negotiate a substitute provision.

## **ARTICLE 26**

### **SPECIFIC PERFORMANCE**

**Section 1.** Each party hereto shall be entitled to require specific performance of the provisions of this Agreement.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

Credit Union: It is hereby agreed that the Employer will make payroll deductions for all employees who are members of the Western States Regional Federal Credit Union, upon receiving individually signed authorizations of each assignment. The total amount deducted

during each month shall be remitted to the Credit Union not later than the 10<sup>th</sup> of the following month.

## ARTICLE 28

### TERM OF AGREEMENT

This agreement shall be effective the first day of January 1, 2023, and shall continue in full force and effect to and including December 31, 2025 and shall be automatically renewed from year to year thereafter , unless either party gives written notice by email to the other not less than sixty days (60) and not more than ninety days (90) days prior to December 31, 2025, or any subsequent anniversary date, of its desire to modify or terminate this agreement. In the event such notice is given, each party shall submit to the other in writing, at least fifteen days prior to the anniversary date, the proposed changes in the expiring contract which it desires , and subsequent negotiations shall be confined and limited to the subjects as submitted.

The provisions of this article shall be subject to reopening at the election of either party on the second anniversary hereof, i.e., on January 1<sup>st</sup>, 2025, by such party giving the other party not less than sixty (60) days advance written notice of intent to reopen. In that event, the parties shall meet to discuss and bargain the provisions of Article 21 Wage Rates and Classifications only and all other terms of the cba shall remain unaffected by the reopener.

**REZEX CORPORATION**

**WESTERN STATES REGIONAL JOINT BOARD**

4.11.2023

5/10/2023

DATE

DATE





Amir Rozai

Maria Rivera

Owner

Regional Manager, WSRJB

## APPENDIX A

### Health and Safety

1. The Employer and the Employee shall observe all Federal, State and Local laws with regard to toilets, sanitation, ventilation, and other working conditions. The Employer shall provide sanitary facilities for dressing purposes.
2. A First – Aid Kit shall be kept on hand, at each building, at all times, with full supplies for the use of the Employees.
3. 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.
4. 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.
5. 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 temporary closing is necessary for repair, cleaning, remodeling. Hand washing facilities will be made accessible to employees. Employees break and meal area shall be kept rodent and roach free.

## SIDE LETTER AGREEMENT

The Company shall review its earnings on a monthly basis and give appropriate bonuses to workers in the above-mentioned departments. Workers will be kept updated as to the status of the bonus.

For the Company:



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For the Union:



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