

AGREEMENT

BETWEEN

**ROBERT KAUFMAN CO., INC.
135 WEST 132ND ST., LOS ANGELES, CALIFORNIA, 90061**

AND

**WESTERN STATES REGIONAL JOINT BOARD
Workers United, SEIU
Local 512**

April 1, 2023 - May 31, 2024

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ROBERT KAUFMAN CO., INC.

AGREEMENT

AGREEMENT made this 1st day of April 2023 by and between Workers United, WESTERN STATES REGIONAL JOINT BOARD, SEIU (herein "Union"), and ROBERT KAUFMAN CO., Inc. (herein "Employer").

WITNESSETH:

WHEREAS, the Union represents a majority of the production and maintenance workers employed in the Employer's plants, located at 129 West 132nd Street, 135 West 132nd Street and 109 West 134th Street, Los Angeles, California, 90061;

WHEREAS, the parties hereto recognize that employers and workers alike have much to gain through cooperative effort in stabilizing the industry, providing for efficient management, planning for improvements therein, encouraging and effecting modernization, establishing conditions that will tend to secure to the employees continuity of employment, fair living wages maintaining an exclusive, equitable, and peaceful mechanism for adjustment of all disputes, which may arise between the parties hereto and their members through the office of an impartial chairperson so as to secure uninterrupted operation of work;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

During the term of this Agreement, the Company recognizes the Union as the sole and exclusive bargaining agent of all of the production and maintenance employees employed by the Company at its premises located at 129 West 132nd Street, 135 West 132nd Street, and 109 West 134th Street, Los Angeles, California, 90061;

All references in this Agreement to employees are references to employees within the aforesaid bargaining unit excluding office clerical employees, supervisors, professional and confidential employees, and guards as defined in the National Labor Relations Act, as amended.

ARTICLE 2 - UNION SHOP

It shall be a condition of employment that all production and maintenance employees employed by the Employer who are members of the Union on the date of the execution of this Agreement shall remain members in good standing and those who are

not members on the date of the execution of this Agreement shall, on the thirtieth (30th) day following the execution of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date of its execution shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing of the Union.

As used herein, the term "membership in good standing " shall mean the payment of uniformly imposed initiation fees, and also periodic dues and fee or, where an employee has invoked his/her General Motors right, the costs of representation.

ARTICLE 3 - CHECK OFF

A. The Employer shall deduct, weekly, from the wages of the workers the amount of Nine Dollars and Forty Cents (\$9.40), all dues (which include initiation fees and assessments) which may be due, subject to the Union's obtaining an authorization from the individual workers if required by law. Duplicate originals of such authorizations shall be filed with the Employer. The Employer shall forthwith transmit such deductions to the Union.

B. The Union will supply the Employer with regular union dues sheets showing the amounts payable by each worker.

C. If any legal controversy arises on account of such deductions, the Union will furnish to the Employer all necessary legal aid and will hold the Employer harmless.

D. Electronic Deductions. The Employer will continue to recognize Union membership and dues deduction authorizations submitted to the Union on written membership application forms, through electronically documented signatures, online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Union will continue to submit to the Employer a list of members who have authorized payroll deduction and shall provide the Employer with verification that payroll deductions have been authorized by the employee only in the event a question arises about an employee's membership status.

E. The Company will deduct and transmit to the treasurer of Workers United Western States Regional Joint Board, Committee of Political Education (COPE), the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions. These transmittals shall occur no later than the twentieth (20th) day of the following month, and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

ARTICLE 4 - WORK WEEK

A. During the term of this Agreement, the work week shall consist of forty (40) hours to be divided equally in the first five (5) days of the week, Monday through Friday; and the regular work day shall be eight (8) hours.

All time worked by all employees in excess of the regular forty (40) hours work week or regular eight (8) hour day is overtime and shall be compensated at one and one half (1-1/2) times the regular rate of pay.

B. The workers and the Employer shall agree upon a definite time for the beginning and cessation of work and for the lunch period. Such schedule of working hours shall be posted in a prominent place.

C. The Employer shall keep an accurate record of the working time of its employees.

ARTICLE 5 - OVERTIME

A. All time worked before the scheduled and posted starting time or after the scheduled and posted quitting time or during the scheduled and posted lunch period shall be deemed overtime and shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay, except as herein otherwise provided. All time worked by all production and maintenance workers in excess of the regular workday as set forth in Article 4, Section (A), is overtime and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. Should an employee have an excused paid absence during the week of overtime that day shall be applied to the qualification for overtime pay.

B. Work performed on Sundays and holidays shall be compensated at double the regular rate of pay in addition to the holiday pay.

C. In the event any employee starts work later than the scheduled starting time and such late start has been caused or requested by the Employer, then the employee shall receive one and one-half (1-1/2) times the regular rate of pay for all hours worked after the time scheduled for cessation of work. But if such late starting has not been caused or requested by the Employer, the overtime shall begin when the time lost by the late start has been made up. In the event an employee absents himself for the purpose of Union activities, he shall make up such time lost at straight time, if requested by the Employer.

D. Each employee shall have the option whether to work overtime. However once an employee signs up for and accepts overtime, an unjustified absence may be subject to discipline

E. Overtime will be given by departmental seniority and skill and ability to do the work. Overtime shall be offered to employees in the order of their seniority. Seniority shall not be used for any purpose other than the assignment of overtime. In circumstances in which there are an insufficient number of employees in the classification/department; the Company will offer overtime to the remaining workers by department wide seniority and the skill and ability to perform available work. This will be applied separately by building & department (ie. Joann is separate). Employer will announce and post overtime needs before lunch in the three locations.

ARTICLE 6 - NOTICE OF CALL-IN PAY

A. No worker who has been laid off for lack of work shall be required to report for work, except upon notice given at least 3 days previous to the time the worker is required to return to work.

If workers are called for work, they shall be guaranteed a full day's work or a full day's pay, regardless of the hours actually worked.

ARTICLE 7 – WAGES

A. All employees who are then currently employed and have then already completed their trial period shall on each of the effective dates listed below received the following wage increase per hour:

04/01/ 2023
\$0

B. Upon completion of forty-five working days of employment, an employee shall receive an increase of 20 cents per hour in that employee's wage rate. Additionally, in no event shall any bargaining unit employee earn upon completion of forty-five days of employment less than 20 cents per hour more than the higher of the then applicable federal, state, city, or county minimum hourly wage. No new employee shall earn more than the lowest paid employee in the Company at the time of hire. The Union and the Employer must reach a mutual agreement on a specialized wage rate if the employer requires a new hire with a higher skill set for a specific department.

C. Seniority Differential Pay: To be paid based on years of service as each qualifying anniversary occurs for each employee. Those employees with a qualifying anniversary will be paid at the following rate:

- 5 - 9 years: \$0.05 per hour
- 10-14 years: \$0.10 per hour
- 15-19 years: \$0.15 per hour
- 20+ years: \$0.20 per hour

D. Production Incentive Cutting: Employees in cutting who cut above 5000 yards will receive a production incentive calculated as follows:

# of yards above 5000	\$0.019 per yard
Example- 300 yards x 0.019	\$5.70

A six (6) month review will be done with the workers in production cutting areas. No employee will be disciplined in any way for not earning a production incentive.

ARTICLE 8 - BEREAVEMENT PAY

If a member of the immediate family of an employee of six months or more dies, the employee shall be paid his or her hourly rate of pay for the maximum of three (3) days for absence from work. Employees may request additional unpaid bereavement leave or request to be paid from their available vacation or sick days. Members of the immediate family shall be limited to parents, brothers, sisters, children, grandchildren and grandparents, current spouse or domestic partner. The Employer may request the employee to furnish proof of death and relationship.

ARTICLE 9 - INJURY ON JOB

A. Employees who are injured within the scope of their employment shall be paid for time lost (at the regular rate of pay) because of medical treatment (including travel time) necessitated by the injury up to a maximum of one (1) working day's pay per injury, provided that the time so lost is not otherwise compensable.

B. If an employee gets injured at work and that employee needs medical attention, taxi cabs will be authorized at the company's expense when transportation is necessary.

ARTICLE 10 - REST PERIOD

There shall be a fifteen (15) minute rest period for the employee's mid-morning and mid afternoon. Such rest period shall count as time worked. Employees shall not leave the facility area during a paid rest period.

In case of three (3) hours of scheduled overtime, all employees shall receive one (1) fifteen (15) minute paid rest period.

ARTICLE 11 - SENIORITY

Seniority shall be on departmental basis and company wide provided; however, that the most senior employee has demonstrated that he/she has the skill and ability to perform the available work. Lay-off, recall, and promotion shall be on a seniority basis, i.e., the oldest (in terms of length of employment) employee in the plant shall be the last laid off, the first one recalled from layoff, and have the first opportunity for promotion. In the event of a layoff, the least senior employee in the department, company wide, will be laid off first. If that employee has worked for the Employer in another department or is otherwise able to perform the tasks of another department, the laid off employee may bump the least senior employee in that department, provided the senior employee is qualified to meet the standards of the assignment in the department. All employees shall retain their seniority when being recalled from lay-offs. Opportunities for promotions and lay-offs shall be solely based on seniority, job skills and experience.

ARTICLE 12 - SICK PAY

Each employee shall have five (5) days of paid sick leave for each fiscal year extending from April 1 through March 31 of the following calendar year. The first day of one illness or injury shall be compensatable. Proof of illness must and only be supplied when absence if for more than three (3) consecutive days.

On or before the end of each fiscal year (March 31) employees will be paid for all unused sick leave.

ARTICLE 13 - EMPLOYER'S WORK

Only in cases of emergency and for a period no longer than four (4) hours per occurrence may one (1) member of the Employer's firm and no foreman shall be permitted to do any manufacturing work. If any members of the firm or foreman shall violate this provision, the firm shall become liable to and pay to the Union as liquidated damages a sum equal to the minimum weekly wage scale of such craft for each violation.

ARTICLE 14 - DUTIES OF SHOP CHAIRPERSON

There shall be a shop Chairperson elected by the workers of the Employer, whose function shall be to maintain harmony among the employees, and to endeavor to adjust with the Employer the complaints of the Employees.

The Employer and the Union have discussed the economic value of union stewards to the efficiency and profitability of the Employer's operations and have jointly determined that stewards serve an important economic purpose. Accordingly, the Union shop stewards will receive a premium of \$0.25 cents per hour. The shop stewards shall receive this premium only when functioning as shop stewards. Upon resigning or being removed as a shop steward, the shop steward will no longer receive this premium.

The Shop Steward shall not approach an employee to speak with him/her without first informing the appropriate supervisor of such need.

The Union shop stewards shall have super seniority for purposes of lay-off and recall, so as to allow the shop stewards to handle grievances and contract administration.

Each Union steward shall be entitled to eight (8) hour pay for union business per year.

ARTICLE 15 - TRIAL PERIOD AND DISCHARGE OF WORKERS

A. The Employer shall have absolute right to discharge any worker within forty-five (45) working days from the beginning of such worker's employment probationary period which right shall not be subject to review. Upon the expiration of any of such forty-five (45) working day period, the worker may be discharged for just cause.

If employees are hired through an employment agency, they will only be hired for forty-five working days. Once they completed their forty-five working days and they become regular employees they will automatically join the Union and will not have to through another trial period.

B. Just cause shall mean misconduct, soldiering on the job, insubordination in the performance of her/his duties, or breach of reasonable rules jointly established. However, the Union shall have the right to review any such discharge before the Impartial Chairman.

C. Complaint of improper discharge of workers shall have precedence over all other cases, and decisions on such complaints shall be rendered within forty-eight (48) hours after the Union Chairperson thereon. The Impartial Chairperson shall have power to direct that a worker unjustly discharged shall be fully compensated for all loss of time.

D. No non-probationary employee may be terminated except where just cause therefore appears based upon improper or not permitted actions taken by the employee.

E. No employee shall be discharged without receiving proper progressive discipline, except in the case of gross misconduct. Progressive discipline shall be separately maintained in two categories: 1) Company Policy and 2) Attendance Policy. A copy of each documented warning and termination shall be provided to the union within 10 days. Progressive discipline consists of the following within a twelve (12) month period:

1. Verbal Warning
2. Written Warning
3. Final Warning
4. Termination

ARTICLE 16 - ABSENCE OF WORK WITHOUT LEAVE

A. Any employees who are absent from a scheduled work day, must follow the company's attendance policies accordingly or may be subject to disciplinary action(s).

An employee shall be granted a leave of absence in writing by the Employer in advance of such leave upon proper showing of a need, therefore.

B. **Military or Civilian Service.** A worker who volunteers or is drafted into military or civilian service of the United States shall be deemed to be on leave of absence; and shall be reinstated to his former job providing he is in reasonably good health, which will enable him to perform his work normally; and providing also that he applies for his job within two (2) months after his discharge from such military or civilian service. However, if any law provides a longer period of time than two (2) months, the time herein specified shall conform to such law. Replacement workers shall be considered temporary workers, unless the firm continues their employment after the workers in whose places, they were employed return to work. Workers who are to take such temporary jobs shall be so informed by the Employer and the Union.

C. **Personal Leave of Absence.** An employee who has completed his/her probationary period shall be eligible to apply for a personal leave of absence of up to thirty (30) days duration and an extension of such leave of absence up to thirty (30) days duration and an extension of such leave of one (1) additional month. An employee on a personal leave of absence shall be entitled to return to his or her job prior to such absence, or a substantially equivalent position, upon returning to work.

If either the employee's prior position or equivalent position is occupied by a temporary employee, that position shall be available to the returning employee. An

employee returning from a personal leave of absence shall not suffer loss of seniority or benefits which accrued prior to the taking of the leave of absence.

D. **Medical Leave.** An employee who has been absent because of a non-job related illness or disability shall be entitled to leave of absence of up to ninety (90) days or whatever is applicable under the law, provided the need for such leave is certified by a physician, and such employee shall be entitled to his or her regular job prior to such absence upon returning to work. If either the employee's prior position or equivalent position is occupied by a temporary employee, that position shall be available to the returning employee. Before such an employee may return to work from such a leave of absence, he or she shall be required to submit a satisfactory release showing that the employee is capable of assuming his / her full job responsibilities. A leave granted under this paragraph will be without pay.

E. **Maternity Leave of Absence.** An employee shall have a right to maternity leave regardless of disability for four (4) months. An employee returning from a leave of absence described in this paragraph shall be required to furnish the Company medical authorization to return to active employment, which authorization must certify her ability to return to the full job responsibilities of her regular job. Employees returning from a maternity leave of absence as described above shall be entitled to return to their regular job or a substantially equivalent position. A leave granted under this Paragraph will be without pay.

F. **Absence Due to Industrial Illness or Disability.** An employee who has been absent because of job related illness or disability shall be entitled to one (1) year leave of absence or whatever is required by law and is certified by a physician, and such employee shall be entitled to his or her regular job prior to such absence or a substantially equivalent position, upon returning to work. Before such an employee shall return to work from such a leave of absence, he or she shall be required to submit a satisfactory release showing that the employee is capable of assuming his or her full essential job responsibilities with or without reasonable accommodation(s) required by law. Such leave shall be without salary or wage continuation, but with full entitlement to all workers' compensation benefits required by law.

G. **Leave of Absence for Union Business.** Employees shall be entitled to reasonable leave of absence required for Union business, provided a reasonable notice of the necessity for the leave of absence is provided. A leave granted under this paragraph will be without pay.

H. In the event that an employee is ill or in an accident and needs additional time off, the employee may be granted up to an additional 12 weeks of unpaid leave, without losing seniority, if the following requirements are met:

1. The employee filed for an FMLA, and the request has been approved
2. The employee has taken all weeks (12 Weeks) of his/her FMLA
3. The employee has used all of his/her Vacation Days
4. The employee has used all of his/her Sick Days

5. The employee has worked at least 1 full year with the employer

ARTICLE 17 - PAID HOLIDAYS

A. All employees shall be paid for the following holidays during which they shall not be required to work: New Year's Day, Martin Luther King's Birthday President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediate following Friday, Christmas, and Good Friday.

B. An employee shall be paid for the foregoing holidays regardless of whether the holiday falls on a workday or not.

C. Each employee shall receive a full regular day's pay for each of the foregoing holidays.

D. An employee shall be eligible for holiday pay provided that, while work is available, he or she works both the day before and the day after the holiday, unless his or her absence is for justifiable cause and has completed his probationary period.

E. The employer will provide lunch in celebration of Cesar Chavez Day.

ARTICLE 18 - BENEFIT FUNDS

A. The parties hereto acknowledge the existence of the following fund (herein referred to as "Benefit Fund"), is established and continued by a collective bargaining agreement to which the Workers United, SEIU or a subordinate body thereof is a party, and which is for the benefit of all employees in the relevant market or markets of the ladies' garment industry who are covered by collective bargaining agreements:

1. Los Angeles ILGWU-Employers Vacation, Health and Welfare Fund (herein, "Welfare Fund")

2. The Employer shall furnish the Union, at all times, accurate copies of the records on which the Employer's payments to the Union are made; and the Union shall have access to all of the Employer's records for the purpose of verifying the same or to establish the amount due from the Employer to the Union for and on account of the Benefit Funds.

3. The Employer's payments in the amount \$468 per employee, per month effective April 1, 2023 received by the Union hereunder, shall be paid over by the Union to the Welfare Fund for the duration of this agreement.

B. No worker shall make or be required to make any payment whatsoever to the Benefit Funds or to the Union for and on behalf of such Funds.

Neither payments by the Employer to the Union for and on account of the Benefit Funds or directly to such Funds nor any benefit paid by any Benefit Fund shall be deemed to be or constitute wages.

C. The foregoing payments by the Employer to the Union shall be accompanied by such information as the Union or the respective Fund shall require. The Employer shall comply with the rules and regulations of each Fund as the same may be from time to time amended, altered, repealed, or added to.

D. Neither the Employer nor any employee shall have any right, title, or interest in or to any of foregoing fund or any part of them; nor shall they or any of them have any interest, legal or equitable, vested or contingent, in any of the rules ore regulations of any of the Benefit Funds.

Applicants for benefits from any of the foregoing Benefit Funds shall meet the eligibility requirements of the particular fund from which benefits are sought as of the time the most recent application for benefits is made; and on meeting such requirements shall be entitled only to the benefits in kind and amount them obtaining.

E. The parties hereto agree to the appointment and removal of the Board of Trustees of each fund, or any member thereof, in the manner provided in the Agreements establishing and/or continuing the particular Fund; and in the manner and mode of promulgating the detailed rules and regulations governing the administration of each fund as established by the respective aforesaid funds.

F. The respective Board of Trustees of each of the aforesaid funds shall have the right to promulgate the rules and regulations governing the detailed administration of the aforesaid respective funds, including but without limitation the right to regulate the manner of breaking any deadlock in the Board, the nature, amount, and extent of benefits, and eligibility therefore. The respective Boards of Trustees shall have the discretion to add to, amend, modify, or repeal the rules and regulations or any of them, of the respective funds, from time to time, with or without notice, as each Board, in its discretion, deems it desirable to do on behalf of the fund it administers.

G. No benefits or monies payable from any of the Benefit Funds shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishment, encumbrance, or charge and any attempt to do so shall be void. No monies paid to the Union for and on account of the Benefit Funds or paid directly to the Benefit Funds, or any of them, shall be subject to, answerable or payable for the debts, contracts, liabilities, or torts of any person entitled to receive benefits from any of the aforesaid Funds.

H. The Union shall be a proper party in interest to enforce payment of the Employer contributions required by this Article in the manner set forth in Article 29 hereof.

The Union and the Board of Trustees of each of the aforesaid Benefits Funds (or any other person designed thereby) shall be entitled in its own name to commence and prosecute any otherwise appropriate collection proceedings whether by way of arbitration hereunder or by lawsuit, to recover any contributions that may be owing from the Employer to the Union for and on account of any Benefit Fund, together with court costs and reasonable attorney's fees and such other amounts as are authorized by law.

Such proceedings may be instituted either by the Union or the respective Benefit Funds without the other or anyone else being joined as a party plaintiff or party defendant.

I. An annual audit of each fund shall be made, a statement of the results of which shall be available for inspection by interested parties at the principal office of the respective Fund.

J. Any contributions or payments owing by the Employer to the Union for and on account of, or on behalf of, any of the said Benefit Funds, or owing directly to any of such funds or to the predecessor of any of such funds, whether known or unknown, disclosed or undisclosed, contingent or fixed, arising under any previous collective bargaining agreement are hereby expressly agreed to be due and owing to the Union for and on account of the aforesaid fund or funds, as the case may be, directly under this Agreement, and the Employer shall be liable to the Union for such amount or amounts pursuant to this Agreement until the same is paid.

K. At the expiration of this Agreement or the agreement or agreements establishing the Benefit Funds or any of them, each such fund shall continue in order to effectuate the purposes for which it was established or continued.

L. None of the money contributed by the Employer to the Welfare Fund shall be transferred by the Welfare Fund to any other Fund.

M. If during the life of the contract the cost of the medical Insurance increases so as the contribution rate paid by the employer is no longer sufficient the Union retains the right to reopen the contract to negotiate a higher contribution rate. If no agreement is reached the parties agree to final and binding arbitration.

ARTICLE 19 - PAY DAY

Pay Day: The Employer shall establish a regular, weekly payday that must not be later than Wednesday following the workweek and all wages must be paid on that day. Paycheck shall be given to the employees before their lunch period begins, except on a Holiday week.

ARTICLE 20 - VACATION

A. All employees employed for one (1) year or more but less than two (2) years shall receive one (1) week's vacation with pay.

B. All employees employed by the Company, for two (2) or more years but less than five (5) years shall be entitled to, and receive, a two-week annual vacation with full pay at the regular rate of pay.

C. All employees employed by the Company five (5) years or more years but less than ten (10) shall be entitled to receive (3) weeks vacation with full pay at the regular rate of pay.

D. All employees employed by the Company ten (10) years or more shall be entitled to and receive four (4) weeks vacation with full pay at the regular rate of pay.

E. Upon termination of such employment, the terminated employee shall receive pro rata earned vacation pay.

F. Within one (1) week of submitting a vacation request, employees will be notified in writing of its approval or denial. Request will not be unreasonably denied.

G. Although vacation is pro-rated employees may take some or all their annual vacation entitlement with pay before the total is earned with the course of the year.

H. Vacation accruals will be capped at 10 weeks for all employees. Employees who properly requested vacation as per subsection F of this article and are denied, and not reach a written mutual agreement on a reasonable alternative, the employee will be allowed to carry over that vacation time above the 10 weeks (400 hours) or the employees may elect to receive that denied vacation paid out instead.

I. Employees with a current accrual rate above 10 weeks (400 hours or more) will need to start using their vacation days to reduce their current accruals and be less than 400 hours by December 31st 2024. If denied employees may elect to receive payment of vacation time above the 400 hours in lieu of taking the vacation time.

ARTICLE 21 - RETIREMENT

The Employer has in operation a profit-sharing plan it calls the Robert Kaufman, Inc. Profit Sharing Safe Harbor 401 (k) Plan (Plan). As part of the funding of this Plan, the Employer makes financial contributions on behalf of each covered employee. All Employer-made safe harbor contributions and all employee elective deferrals are 100% vested. All other contributions vest according to a vesting schedule. The Plan also has a provision for a hardship distribution.

During the term of this Agreement, the Employer shall continue the Plan in full force and effect and shall not in any manner reduce the dollar amount or formula for computing its contributions to the Plan on behalf of unit employees. Upon agreement between the Employer and the Union, a contribution reduction of one percent (1%) for a period of twelve (12) months during the term of the current Collective Bargaining Agreement will be permitted.

Any funds received by an employee pursuant to the Plan shall be in addition to any compensation otherwise required or authorized by this Agreement.

ARTICLE 22 - ARBITRATION EXPENSES

In any arbitration pursuant to Article 29 hereof, the fees and expenses of the arbitrator shall be shared equally by the parties hereto; but each party shall pay its own attorneys' fees and other cost and expenses.

ARTICLE 23 - PRIVATE CONTRACTS BETWEEN EMPLOYER AND EMPLOYEE PROHIBITED

The Employer agrees that it will not enter into any agreement with its employees, and the Union agrees that its members will likewise not enter into any private agreement with the Employer as to wages, hours, and working conditions, nor will such private agreements be sanctioned by either the Union or the Employer. However, should the Union and the Employer find that a private deal was made by any member of the Union and the Employer, both parties shall be brought to trial; the member of the Union before his Union and the Employer before the Impartial Chairman and if found guilty shall be dealt with accordingly.

ARTICLE 24 - SUBSIDIARIES AND AFFILIATES

A. The Impartial Chairperson shall have the right to determine whether an alleged subsidiary, affiliate, or auxiliary of the Employer is such subsidiary, affiliate, or auxiliary and shall be guided by the proof of facts tending to establish any and mutuality or

reciprocity of interests, or tending to establish a plan, scheme, or device on the part of such Employer to avoid or evade the provisions of this Agreement.

B. In the event the Employer desires to move his plant or open additional factories, plants, or establishments, or to acquire any ownership interest, direct or indirect, therein, notice thereof shall be given to the Union prior to the moving of such plant or prior to the establishment of such additional factories, plants, or establishments or prior to the acquisition of the direct or indirect ownership interest therein (as the case may be), but in no event shall any such employer conduct result in a reduction of the amount of work or the number of workers in the present factory of such Employer; provided, however, that during the term of this Agreement, no Employer shall have or acquire any ownership interest, direct or indirect, in a factory, plant or establishment producing women's wear, subject to the jurisdiction of Workers United, SEIU except that such factory, plant or establishment be physically located within Greater Los Angeles, and such factory, plant or establishment be a Union shop, as defined herein, nor shall an Employer move its plant to any location outside of Greater Los Angeles.

Greater Los Angeles is hereby defined to mean the City of Los Angeles and any point within fifty (50) miles of the City of Los Angeles. In the event the Company decides to open a new facility the Union shall be notified immediately. No new facility will be opened prior to April 1, 2018.

C. In the event the Employer gives the Union notice of a desire to establish an additional factory, plant, or establishment outside of Greater Los Angeles, as herein defined, and the Union within fifteen (15) days of the receipt of such notice, disapproves in writing then the Employer may submit the matter to the Impartial Chairperson, acting hereunder, in accordance with the provisions of this Agreement relating to the settlement of disputes, for decision.

ARTICLE 25 - STRIKING SHOPS

The Employer shall not order or purchase goods from any firm whose workers are on strike, nor shall the Employer make, or cause to be made, any work for any person against whom the Union has declared a strike until such strike in each case has been fully settled. The Union shall first notify, in writing, the Employer of any firm whose workers are on strike and any person against whom the Union has declared a strike.

ARTICLE 26 - CROSSING PICKET LINE

If there is an authorized strike by a legitimate labor organization against the Employer and its premises are being picketed it shall not be considered a breach of this Agreement on the part of the Union or any of its members if any Union members refuse

to cross said picket line to enter upon the premises of the Employer, whether such refusal is of their own volition or by direction of the Union.

ARTICLE 27 - VISITATION OF SHOP BY UNION AGENT

A duly authorized representative of the Union shall have access to the factory to ascertain whether this agreement is being observed.

ARTICLE 28 - NO STOPPAGE, NO SLOWDOWN OR LOCKOUT

A. The Union agrees not to call, authorize, ratify or approve a strike, slowdowns, or stoppage of work of Union members during the term of this Agreement for any reason or cause whatsoever except where the Employer fails to submit to arbitration as provided in this agreement or to comply with a decision of the arbitrator within the time specified by this Agreement.

The foregoing no-strike, no-slowdowns, no-stoppage obligations shall be wholly suspended and of no force and effect, and the Union may call, authorize or ratify a strike or stoppage during the continuance of any strike or stoppage (not in violation of contract) declared by Workers United, SEIU or any affiliate thereof at any plant of any firm which is affiliated with or related to the Employer herein.

Should an unauthorized strike, slowdowns, or stoppage of Union members occur, the Union agrees to endeavor in good faith to have the workers return to work immediately and, in any event, not later than within twenty-four {24} hours after receipt of written notice of the strike. In the case of any such unauthorized strike, slowdowns, or stoppage, if there are any striking workers who fail to return to work within the stipulated time, the Union will within twenty-four (24) hours thereafter state in writing to the Employer that there is not a strike in or against the shop in which the work has been, slowdown, or stopped and that the shop is in good standing with the Union and entitled to all the rights, benefits and privileges provided for by the terms of this contract.

B. It is agreed that the Employer will not cause, call, authorize or ratify a lockout of employees, for any reason or cause whatsoever, except where the Union fails to submit to arbitration as provided in this Agreement or to comply with a decision of the arbitrator within the time specified by this Agreement.

Should an unauthorized lockout of Union members occur, then Employer agrees, within twenty-four (24) hours after receipt of written notice thereof, to endeavor in good faith to reopen the shop.

In the case of any such unauthorized strike, slowdowns, stoppage, or lockout, the Employer shall be deemed to have fully fulfilled its obligations under this Agreement if it

has endeavored to terminate the strike, slowdowns, stoppage or lockout as aforesaid.

C. In the event of a substantial violation by either party of its obligation under the foregoing provision regarding strike and lockouts, the other party shall have the option to terminate this Agreement, provided that the Impartial Chairperson shall first have determined the existence of such substantial violation upon all the facts and circumstances of the case. Such option to terminate, after decision by the Impartial Chairperson as aforesaid shall be the sole remedy of the Employer or the Union, as the case may be. Neither the Employer nor the Union shall be entitled to any damages or injunctive relief by reason of such violation.

ARTICLE 29 - GRIEVANCE PROCEDURE

A. Grievance Procedure

a. Step 1 All complaints controversies, grievances, disputes, questions of interpretation of this Agreement, questions pertaining to the application of any clause of this Agreement or the breach of this Agreement in any way whatsoever or disputes between an Employer and its employee or employees (hereinafter referred to as "Disputes"), shall, in the first instance, be adjusted or attempted to be adjusted by the Shop Steward with the Employer within fifteen (15) business days of having knowledge of the grievance.

b. Step 2 In the event they cannot adjust the matter, the matter shall be reduced to writing and submitted by the Union to the Employer. The Union Representative, Plant Manager, Shop Steward and Grievant shall jointly discuss the matter and attempt to arrive at a decision within fifteen (15) business days, which shall be final and binding upon all parties to the dispute.

c. Step 3. If the matter is not resolved at the second (2nd) step, an Officer of the Union or its designee, an Executive Officer for the Employer, General Manager, Shop Steward and Grievant shall meet and attempt to resolve the dispute no later than fifteen (15) business days after the 3rd step took place. For the grievance to be compliant with this Article, the Union must notify the Company in writing of their desire to proceed to this Step within seven (7) business days of the receipt of the Company's response to Step 3 above.

d. Step 4 If the matter is not resolved at the third (3rd) step of the grievance procedure, the parties may mutually agree to mediate the grievance or dispute. Such mediation shall take place within fifteen (15) business days after the third (3rd) step answer, unless the parties mutually agree to extend the period. Should a resolution not be reached, then the parties can proceed to arbitration as provided below.

e. Step 5 The Union will request that within fifteen (15) business days the

Federal Mediation and Conciliation Service furnish the parties with a panel of seven (7) arbitrators. An arbitrator shall be selected by the parties by each party striking in turn, one strike at a time, three (3) names from the panel. The complaining party shall have the first strike. The person remaining on said list, after the party has exercised its strikes, shall become the Arbitrator. The Company or the Union may elect to discard one (1) entire panel of arbitrators presented prior to beginning the selection process.

B. All disputes, as hereinbefore defined shall be heard and determined by the Arbitrator.

C. In the event of a default of appearance of either the complainant or respondent after notice of the hearing has been given in accordance with this Article, the Arbitrator is hereby authorized and empowered to render a decision on the testimony of the party appearing.

D. Investigations of Employer's Books. Forty-eight (48) hours after notice has been sent to the Employer, of the filing of a complaint with the Arbitrator, the Employer shall have and keep available at its premises, during all business hours, all of the Employer's books, documents, records, and other data pertinent to its business, for examination by the Impartial Chairperson or his deputies. At the request of the Union, the Impartial Chairperson or his deputies shall forthwith examine such of the books, documents, records, and other data of the Employer as the Impartial Chairperson in his discretion deems pertinent to the allegations of the complaint.

E. Hearings-Procedure. All evidence submitted at the hearing must be kept within the definite points raised by the written complaint and reply. No outside matters may be pleaded unless agreed to by all parties.

F. The Arbitrator shall have the power to make and enter any order, ruling or decree which in his discretion appears to be just and reasonable, having due regard for justice and equity in each case; such order, ruling, or decree shall not, however, be in conflict with the express provisions of this Agreement.

In the event the Arbitrator finds an Employer guilty of violating this Agreement by sending work to anyone who has no collective bargaining agreement with the Union or with an affiliate of Workers United, SEIU the Arbitrator, in addition to any other remedy he may award, shall award to the Union as liquidated damages a sum equal to twenty (20%) percent of the contractor's invoices to the Employer for performing such contract work. The parties agree that the damages suffered by the Union in such circumstances are substantial but difficult to ascertain and have therefore agreed upon liquidated damages, as aforesaid.

G. The Arbitrator's Decision Final. The Arbitrator's decision shall be deemed and be accepted as final and binding upon all parties affected by such decisions and his decisions shall be carried into effect, respectively, by every person, firm member,

employee or union named, and the failure to carry such decision into effect shall be deemed a violation of this Agreement. Each case brought to the Arbitrator shall be considered on its own merits and this Agreement shall constitute the basis upon which each decision shall be rendered. No decision shall be used as a precedent for any subsequent case. The arbitrator does not have any power or authority to change the content of this Agreement.

The above notwithstanding, upon a showing sufficient in the opinion of the Arbitrator and for the purpose of considering information or evidence not available at the time of the decision only, the Arbitrator may order the reopening of the hearing and reconsideration of the decision, provided, however, that a written showing of information or evidence is given to the Arbitrator, with a copy to the other party, within forty-eight (48) hours of the receipt of the original decision.

In the event a rehearing is granted, notice thereof must be given to both parties within seventy-two (72) hours of the rendition of the original decision and the rehearing must be held and a decision made thereon within a further period of forty-eight (48) hours.

In addition to, or except as otherwise specifically provided herein, the Arbitrator shall have power to assess damages as in his opinion is meet and proper under the circumstances

The Employer and the Union hereby specifically agree for themselves and their respective members, that the powers now granted to the ~~Impartial Chairperson~~ Arbitrator shall be deemed to include, among the other powers herein specifically granted, such other and additional powers as arbiters have under the law of the state of California and of the United States.

It is hereby agreed that the cost of the arbitrator shall be borne equally by the Union and the Company. The decision of the designated arbitrator shall be final and binding. The arbitrator does not have any power or authority to change the content of this Agreement nor to add to or go outside the terms of this Agreement.

ARTICLE 30 - MODIFICATION OF AGREEMENT

A. Modification of this Agreement can only be affected at a conference call for such purpose by the parties and ratified in writing by their respective organizations.

B. Should the Revised Consumer Price Index for Los Angeles as provided by the United States Department of Labor, Bureau of-Labor Statistics rise ten (10) points or more above the Index as, March 2023 and the Union may ask to readjust the minimum wage scales herein and for a cost of living wages increase. A similar request may be made whenever there is a subsequent rise of ten (10) points.

A failure of the parties to agree on any such request within fifteen (15) days of its being made shall be an arbitrable dispute hereunder and shall be referred to an Arbitrator for arbitration in the manner herein provided by the Impartial Chairperson shall be guided by the actual increase in the cost of living and based on such actual increase he or she shall give some consideration to the last increase received by the workers under this contract and thereupon, make his award

C. If subsequent to the execution of this Agreement, an increase shall have been granted to the workers pursuant to the provisions of subdivision (B) of this Article 30, 22 and there subsequently occurs a decrease in the cost of living, then and only in that event, the Employer may request a conference for the purpose of considering a reduction in wages. In the event the parties fail to agree with respect thereto, the matter shall be deemed a dispute and submitted to arbitration, herein provided, for final determination. It is expressly agreed, however, that in no event shall any decrease under this subdivision C exceed the amount of the last increase granted subsequent to the execution of the Agreement, under subdivision B of this Article

ARTICLE 31 - SEVERABILITY

If any single provision, clause, paragraph, sentence, or section of this Agreement is held by any court, bureau, board, or administrative agency to be illegal or inoperative, it shall not invalidate the remaining portion or portions of this Agreement.

In the event of any of the foregoing, the parties shall meet for the purpose of agreeing upon a substitute provision. If they are unable to agree, the matter shall be referred to the Impartial Chairperson who is hereby given power to draft a substitute provision in the light of the relationships existing between the parties and such substitute provision shall be deemed incorporated in this Agreement in lieu of such other provision.

ARTICLE 32 - SHOP STEWARD NOT AGENT OF UNION

A. Neither the Shop Steward nor any shop committee or group of workers shall be deemed authorized to cause or engage in any strike or stoppage, or to order the discharge of any worker, nor shall they or any of them, for any purpose whatsoever, be deemed to be agents of, or authorized to act for, the Union. The process of conducting Shop Steward nominations and elections will take place on Company's time.

B. It is hereby agreed that the Regional Manager shall be deemed the sole agent authorized by the Union to call, ratify, order, approve, or authorize a strike or stoppage of work. The Union reserves the right to appoint a substitute, or add additional ones,

provided it does so, in writing, but no one shall be deemed such agent unless he is so designated by the Union, in writing.

C. It is further agreed that Workers United, SEIU shall not be charged with or held responsible for any acts or omissions of the Union or of any local union unless Workers United, SEIU has expressly authorized or directly participated therein.

ARTICLE 33 - MERGER OR PARTNERSHIP

If the Employer enters into any partnership or merger or consolidates with any person, firm, or corporation, such new firm shall absorb all the workers employed by the parties so joined before engaging any new workers.

ARTICLE 34 - DAMAGES

In the event of a violation of any of the provisions of this Agreement by the Employer, the Arbitrator may make an award of damages. Such damages shall include an amount equivalent to any advantage accrued to the Employer by its violation of the Agreement. The parties consider such damages to be fair and liquidating damages for such violation, and the same shall not be considered as penalty and shall not be subject to review by the courts.

The awards shall also include, in addition to any other sums directed to be paid to the Union, any wages or back pay which the Arbitrator may find to be due to the workers by reason of the Employer's violation.

ARTICLE 35 - SUCCESSORS, ETC.

A. This Agreement shall be binding and operative upon the executive upon the executors, administrators, assigns, and successors of each of the parties hereto. This Agreement shall be binding and operative upon the executors, administrators, assigns, and successors of each officer, director, and stockholder of the Employer.

B. Nothing contained herein shall in any way reduce the wages, hours or other conditions of employment existing prior to the execution hereof. Such preexisting better wages, hours or other conditions of employment shall remain in full force and effect for the full term hereof.

C. This Agreement is executed in triplicate originals; all such triplicate originals constitute but one and the same Agreement. Wherever the singular number includes the singular. The masculine gender includes the feminine and neuter genders, and the neuter gender includes the masculine and feminine genders.

ARTICLE 36 - DRUG AND ALCOHOL ABUSE

Workers dependent on drugs and/or alcohol may pose a danger themselves and others, while experiencing impaired work performance.

It therefore becomes the responsibility of both Union and Management to jointly establish a policy regarding controlled substance abuse on the premises, in a manner consistent with fairness and compassion to the benefit of all concerned.

The primary goal must be to assist the troubled worker to resolve whatever circumstances are affecting work performance so that the worker may return to high levels of productivity and personal fulfillment.

1. Any worker in need of assistance should be encouraged to seek professional help and treatment.
2. Any employee whose work performance is impaired due to the use of alcohol and/or drugs or who admits to working while under the influence of chemicals will be asked to cease working (punch out) and seek a safe area off the premises.
3. A second occurrence will result in a suspension.
4. A third occurrence will mandate referral to treatment for rehabilitation.
5. The employee may accept or reject treatment.
6. Any employee who has accepted recommended treatment shall not be subject to job jeopardy during the course of that treatment not to exceed three (3) months.
7. An employee, who refuses recommended treatment, shall forfeit job protection.

ARTICLE 37

PRIVACY RIGHTS: IMMIGRATION AND CUSTOM ENFORCEMENT

The parties agree as follows:

1. The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.
2. The Employer shall notify the Union by phone and give oral notice to the shop steward, as quickly as possible, if any Department of Homeland Security (DHS) agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.
3. The Employer shall not violate the privacy rights of employees, without their express consent, by revealing to third parties, including the DHS, any employee's name, address, or other similar information, unless required by law. The Employer shall notify

affected employees and the Union in the event it furnishes such information to any third party.

4. To the extent permitted by law, the Employer shall deny agents of the DHS or of any other federal, state or local authority access to the workplace and to its employee records. The Employer shall not permit agents of the DHS to have access to its premises, except to the extent required by a lawful warrant or where such access is required due to exigent circumstances.

5. The Employer shall reinstate any employee who is absent from work due to court or agency proceedings and who returns to work within thirty (30) working days of commencement of the absence, provided it is legal to do so and the employee has provided documentation of such court or agency proceedings. The Employer shall grant a reasonable extension of the period of absence if the request is made within the thirty (30) working day period.

6. Employees shall not be discharged, disciplined, suffer loss of seniority or any other benefit, or be otherwise adversely affected by a lawful change of name or social security number.

ARTICLE 38- MANAGEMENT RIGHTS

The Employer shall have the right to discharge or otherwise discipline employees due to lack of entitlement to work authorization from the federal government only in the case of employees hired after November 6, 1986. It is understood by the parties that employees on layoff, leave of absence (whether or not work related) or otherwise on inactive status with the employer shall not be treated as a new hire, with respect to this paragraph, upon their return to active employment with the Employer. The Employer shall not require employees hired on or before November 6, 1986 to provide additional documentation regarding their identity or immigration status, except to the extent required by federal law. The Employer shall permit employees, without penalty, to correct their employment records to reflect their correct name and social security numbers.

ARTICLE 39 - PRODUCTION STANDARDS

The company and the Union shall mutually agree to the reasonableness of production standards. If there is a disagreement as to the reasonableness of current or future production standards, the union may request an adjustment within 30 calendar days. If there is further disagreement, the union can arbitrate.

If there is a change in production standards the company will notify the workers and the union in writing (10) calendar days prior to implementation.

ARTICLE 40 - UNION ORIENTATION

After an employee's forty-five-day probation period, a Steward will conduct a Union orientation on Company time. The company will provide the Shop Steward with a list of employees prior to orientation.

ARTICLE 41 - SUPERVISION OF IMMEDIATE FAMILY MEMBERS

If management supervises or has plant wide authority over a relative in the bargaining unit, the Employer will make adjustments so that there is no conflict of interest.

ARTICLE 42 - CROSS TRAINING

The company, where practicable, will endeavor to provide cross training to employees so that they may have more access to overtime and other job opportunities within the company.

ARTICLE 43 - NOTICE TO ALL EMPLOYEES

This shop is being operated under the terms of an agreement with Workers United, 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 employees as well as the Company and the Union.

ARTICLE 44 - NON-DISCRIMINATION

The Company adheres to California fair employment laws which prohibit discrimination on the basis of race (including hair texture/style), sex, pregnancy, childbirth, and medical conditions related to pregnancy and childbirth, age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of FMLA leave, disability, marital status, medical condition (cancer and genetic characteristics), genetic information, national origin, gender, gender identity, gender expression, sexual orientation, military or veteran status, or any other characteristic protected by state, federal or local law in terms and conditions of employment.

ARTICLE 45 - MERIT BENEFITS and LABOR MANAGEMENT COMMITTEE

The Labor – Management committee which will be comprised of an equal number of Union and Company designees will meet once a quarter to review the guidelines and

performance that warrant a merit increase and as necessary, but no less than one time per quarter to discuss issues within the plant. The company will inform the committee of any planned merit increases in a timely manner. In the event of no planned merit increases for the quarter, the meeting may be skipped until the next quarter

ARTICLE 46 - PERMANENT AND TEMPORARY TRANSFERS

1. The Company will maintain a list of employees who have requested transfer to another position and will consider all requests on the list applicable to the position to be filled by seniority order.
2. The employee will have (45) forty-five days probationary period in the new department. If at the end of the (45) forty-five day period the Company determines that he or she should not remain in the new position or he or she prefers not to remain in the position, he or she will return to the former department with no loss of seniority and the next most senior worker on the list will be offered the position under the same circumstances.
3. If the Company does not fill the open position by selecting one of the employees who have requested such a transfer, the company will attempt to fill the open position by posting the position for new hire.
4. The employee desiring such a transfer should submit his/her request to the Human Resource Department who will be responsible for maintaining the list and assisting in the consideration by seniority of all applicable requests. The employee may file a request anytime after completing his/her probationary period and may modify or withdraw the request at any time. Such request must be in writing. All requests for transfer shall be made on the appropriate form provided in the Human Resource Department.
5. Should the Employer be in need of temporary transfers due to production demands, employee leave of absence, illness or other absences will first offer this transfer to the most senior qualified worker until all qualified workers have been given the opportunity. Should no worker desire to do this work the less senior qualified employee will be obligated to take the temporary transfer. It is understood that temporary transfers must be expedited quickly as needed for the success of the company. These transfers are selected and coordinated by the company management.

ARTICLE 47– SANITATION, SAFETY, VENTILATION

The Employer and the employee shall observe all Federal, State, and Local laws with regard to toilets, sanitation, safety, ventilation and other working conditions. A First – Aid Kit shall be kept on hand at all times, with full supplies for the use of the Employees.

A. Safety is a number one priority of the Company and the Union. To assist in providing a safe and healthful work environment for employees, customers, and visitors, a workplace safety program has been established. This program is top priority. The Human Resource Department is responsible for implementing, administering, monitoring, and evaluating safety program. However, its success depends on the alertness and personal commitment of all.

Employees and supervisors receive periodic workplace safety training. Training topics include potential safety and health hazards, safe work practices and procedures, and tools and techniques designed to eliminate or minimize workplace hazards.

B. The Company will provide information to employees about workplace safety and health issues through supervisor-employee meetings, bulletin board postings, memos, or communications. A Joint-Safety and Health committee ("Committee") will be established by the Employer and the Union, composed of up to three (3) members of the bargaining unit and up to three (3) members of management. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The Human Resource Director or his/her designee will coordinate the meetings of the committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. The committee shall meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Employer will consider all the recommendations from the Committee in good faith.

Some of the best safety improvements ideas come from employees. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to share them with their supervisors, members of the safety committee, and the Human Resource Representative.

C. Any accident or near miss that occurs on the job must be reported immediately to supervisor or other management personnel. In the case of accidents that result in injury. Regardless of how insignificant the injury may appear, the employees involved must immediately notify the appropriate supervisor, the Safety Committee member, and the Human Resource Department.

D. Employees will be asked on occasion to participate in safety inspections, the correction of unsafe conditions, and safety training programs. The Company requires each employee's full cooperation in such programs

E. Hazard Pay: In the event of public emergency declared by local, state, or federal government agencies, both sides will discuss hazard pay in the event workers must work during a stay-at-home order or business is deemed essential.

ARTICLE 48 - RESPECT AND DIGNITY

The Employer and the Union agree that each employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats, or harassment by the employer or the employee will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee request a witness or Union representative or (ii) where necessary to protect the immediate personal safety or property of employees or the Employer or (iii) where another employee is present for translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner. All acts of disrespect shall be subject to the grievance and arbitration procedure.

ARTICLE 49 - DURATION

This Agreement shall enter into full force and effect as of April 1, 2023 and shall remain so up to and including May 31, 2024

At least sixty (60) days prior to May 31, 2024 either party intending the termination of this Agreement on May 31, 2024 shall give written notice to the other of such intent and thereupon this Agreement shall terminate on May 31, 2024. If no such notice is given by either party to the other, this Agreement shall automatically continue from year to year.

IN WITNESS WHEREOF, the parties hereto, ROBERT KAUFMAN CO., INC., and the LOCAL 512, WESTERN STATES REGIONAL JOINT BOARD, a subordinate body of Workers United, SEIU, have each caused this Agreement to be executed by their respective officers and representatives thereupon duly authorized, as of the day and year first above written.

Dated this Twenty-ninth (29th) day of May 2023, at Los Angeles, California.

ROBERT KAUFMAN CO., INC.

By: 

Date: 05/27/2023

Title: Chief Operating Officer

By: _____

Date: _____


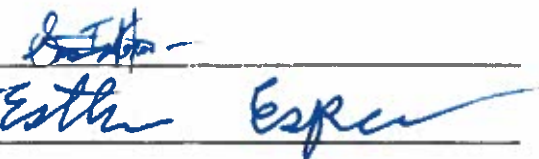
Title: _____



WESTERN STATES REGIONAL JOINT BOARD, Workers United, SEIU, LOCAL 512

By: 
Maria Rivera
Regional Manager

Date: 6/2/2023

UNION NEGOTIATING COMMITTEE



Nelson Portillo
WUP