

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**AMERICAN ETC., Inc.
D/B/A ROYAL LAUNDRY**

AND

**LOCAL 75,
WESTERN STATES REGIONAL
JOINT BOARD**

January 1, 2019– December 31, 2021

COLLECTIVE BARGAINING AGREEMENT

Section 1– Preamble

This Agreement made and entered into this 1ST.day of January 2019, by and between American Etc., Inc. d/b/a Royal Laundry, 1140 San Mateo Ave., and 161 C Starlite Street, South San Francisco, California through it's authorized representatives (hereinafter "Employer") and Local 75, Western States Regional Joint Board, (hereinafter "Union"), shall be effective for the period of **January 1, 2019 – December 31, 2021**. It is further agreed that the only parties to this Agreement are American Etc., Inc. d/b/a Royal Laundry and Local 75, Western States Regional Joint Board.

Section 2 – Recognition

- A. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all employees specified in the bargaining unit as set forth in National Labor Relations Board Case 20-RC-16961, which states as follows:

"All full time and regular part time production employees, maintenance employees and drivers employed by the Employer at its South San Francisco California, place of business: excluding office clerical employees, guards and supervisors as defined in the Act."

- B. This Collective Bargaining Agreement supersedes and cancels any and all written or oral agreements, practices or understanding that may exist as of the effective date of this Agreement by and between the Employer and employees covered by the terms of this Agreement.

Section 3 – Union Security and Agency Fee

- A. The parties to this Agreement hereby agree that as a condition of continuing employment, employees must either join the Union or pay to the Union a service fee in lieu thereof. Such service fee shall be established by the Union and shall not exceed the standard initiation fee, periodic dues and general assessments of the Union for the duration of this Agreement. Present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members, in good standing, of the Union, or pay the monthly service fee to the Union, as a condition of employment on or after the thirty-first (31st) day following the beginning of their employment, or after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

- B. The Employer, within seven (7) calendar days following receipt of a written request from the Union, shall discharge any employee who fails to tender the periodic dues, assessments and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union or, in the case of a non-member, discharge any employee who fails to tender the analogous service fees to the Union. If the Union has notified the Employer, in writing, prior to the expiration of the seven (7) days that the employee has paid the amounts owing, the discharge shall not take place.
- C. During the life of this Agreement, the Employer agrees to deduct Union membership dues, fees and assessments or the analogous service fees from the pay of each employee who executes or has executed the deduction authorization.
- D. Deductions will be checked off each month out of the pay, which is earned in the first full week of the month.
- E. The Employer will remit to the Union all deductions on or before the twentieth (20th) of each month.
- F. The Union is to furnish the Employer a list of employees from whom deductions are to be made. The Union shall also inform the Employer of the amounts due and owing by each such employee. These are to be mailed to the Employer on the first (1st) of each month.
- G. The Company will deduct and transmit to the treasurer of Workers United, Property Service Civic Engagement Fund (PSCEF) 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.

Section 4 – Management Rights

- A. Except as expressly modified or restricted by a specific provision or Section of this Agreement, the Employer reserves and retains solely and exclusively all of its normal, statutory, inherent and common law rights, prerogatives and functions to operate and manage the business, whether exercised or not, as such rights existed prior to the effective date of this Agreement.
- B. The sole and exclusive rights of the Employer to operate and manage the business, which are not abridged or modified by this Agreement, shall include but not be limited to the following:
 - 1. To establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices procedures.
 - 2. To determine and, from time to time, to re-determine the methods, processes and materials to be employed.

3. To introduce new and/or improved production, service, distribution and maintenance methods, materials, machinery and/or equipment.
 4. To discontinue all or part of the processes or operations of the business
 5. To establish work production and/or quality standards
 6. To establish and maintain the efficiency of operations
 7. To determine the number of hours per day or week that operations shall be conducted
 8. To determine and select the equipment to be used in the operation and, from time to time, to change or to discontinue the use of equipment and to select new equipment for its present operations or new operations.
 9. To establish shifts of work, to set the hours of work and the number and composition of employees to work said shifts or hours of work and, from time to time, to change the shifts and the hours and employees working said shifts and hours.
 10. To select and hire employees, determine their qualifications, assign and direct their work.
 11. To determine the number and type of employees required.
 12. To determine the products to be produced and/or the service to be rendered.
 13. To establish and change work schedules and assignments.
 14. To transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty.
 15. To make and enforce safety rules and rules governing the conduct of employees set forth in Exhibit A. The Employer agrees to negotiate over changes in Safety rules and rules governing the conduct of employees.
 16. To suspend, discharge or otherwise discipline employees for cause and to take such measures as the employer may determine to be necessary for the orderly, efficient and profitable operation of its business.
 17. To take whatever action is necessary or advisable to determine, manage and fulfill the goals and objectives of the Employer.
- C. The Employer's failure to exercise any right, prerogative or function reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way,

shall not be considered a waiver of the Employer's right to exercise a right, prerogative or function in the future.

- D. The Employer agrees to meet and confer with the Union regarding a written request by an employee to be reasonably accommodated (as defined by the American With Disabilities Act) because of a bona-fide disability, as required by the American With Disabilities Act. The Employer and the Union will meet within seven (7) calendar days in an effort to agree on a reasonable accommodation, where necessary, which may or may not affect another employee.
- E. If the Employer and the Union cannot agree on a reasonable accommodation (as defined in the American With Disabilities Act) after meeting and conferring, the Employer may implement its accommodation plan, and the Union may seek a resolution of the matter under the Grievance/Arbitration procedure set forth in Section 12. The Arbitration will be conducted in an expedited manner. However, the Union and the Employer and the aggrieved Employee agree that resolution under the Grievance/Arbitration procedure shall be the sole and exclusive remedy for the Employee. To be timely, the request for arbitration must be filed within five (5) days of the date the Parties failed to reach agreement.
- F. Should the Employer contemplate subcontracting work performed by employees covered by National Labor Relations Board Certification 20-RC-16961, the Employer shall notify the Union in writing of the contemplated decision and offer to negotiate over the decision and the effects of such a decision upon bargaining unit employees. Nothing contained in this Collective Bargaining Agreement shall preclude the Employer's right to subcontract bargaining unit work following negotiations with the Union.

Section 5 – Supervisors

- A. The operation, authority and control of the Employer's business covered by this Collective Bargaining Agreement, shall be vested exclusively in the Employer through its representatives, hereinafter referred to as Supervisors. Nothing contained in this Agreement shall preclude said Supervisors from performing work that may be performed by employees within the bargaining unit.
- B. Supervisors shall not be covered by the terms and conditions of this Collective Bargaining Agreement.
- C. The Employer, acting through its Supervisors, shall be the judge of competency and fitness to work of employees under their supervision.
- D. Supervisors shall have the right to effectuate those management rights, prerogatives and functions set forth in Section 4 of this Agreement.
- E. No individual agreement with any employee shall supersede any of the provisions of this Agreement without mutual agreement of the parties hereto.

Section 6 – Hiring

- A. When new employees are hired subsequent to the effective date of this Agreement, the Employer shall notify the Union of their name, address and job classification.
- B. Nothing in this Collective Bargaining Agreement shall preclude the Employer from hiring part time employees for a work week of less than thirty (30) hours as provided for in Section 27 (A.2) – Classification of Employees, during the period of May 1st through October 31st of each calendar year. There shall be a cap or ceiling on the number of part-time employees the Employer may employ at any one time based on ten percent (10%) of the regular work force employed May 1st. Further, said part time employees shall specifically be excluded from the contractually provided benefits set forth in Section 8 (A) & (B), Working Hours, Section 13, Seniority, Section 15, Holidays, except for Subsection (D), Section 16, Vacations, Section 18, Health & Welfare Coverage to the extent provided by applicable law, Section 19, Pension Benefits and Section 22, Funeral Leave. The hours of work for part-time employees will be reduced before the hours of regular employees are reduced.

Section 7 – Non- Discrimination

- A. Neither the Employer nor the Union or any employee covered by this Agreement shall discriminate against any person in relationship to their application for employment or to their tenure of employment, promotion or job status in violation of State and/or Federal Non-Discrimination statutes, including but not limited to Union activities, sex, race, national origin, religion, sexual orientation, disability or ages as defined by State and/or Federal law.

Section 8 – Working Hours

- A. Forty (40) hours per week shall constitute a week's work. The workweek hours are not to be interpreted as a guarantee workweek. The Employer agrees to provide fourteen (14) calendar days advance notice to employees of a change in their working hours and / or work schedules, except in cases of bona fide emergency. An "emergency" is defined as a sudden and unexpected event.
- B. Eight (8) hours per day shall constitute a day's work. The workday hours are not to be interpreted as a guaranteed workday.
- C. The Employer shall have the ability to schedule employees for shifts of four (4), six (6) or eight (8) hours in length.
- D. In the event the Employer wishes to initiate, temporarily or not, a four (4) day, ten (10) hour per day workweek, in all or a single work unit of the Employer's operation, the Employer shall communicate to the affected employees no less than fourteen (14) days prior to the change. If a four (4) day, ten (10) hour per day workweek, is established the employees will have three (3) consecutive days off. The Employer will use seniority preference by department in staffing the new workweek schedule.

- E. Time and one-half the employees' straight time rate of pay shall be paid for all hours worked in excess of forty (40) hours per Employer workweek, or in excess of eight (8) hours on any one day, or ten (10) hours in the case of a four (4) day workweek.
- F. The Employer's workweek is defined as work starting and ending between 12:00 a.m. Monday and through 11:59 p.m. Sunday.
- G. Payday shall be the fifth (5th) and twentieth (20th) of the month. The Employer reserves the right to change the payday. If the Employer contemplates changing the payday, the Employer will provide all employees two (2) weeks advance notice, with a copy to the Union. Hours worked per payroll week shall be provided upon written request.
- H. The Employer shall provide, except in emergency situations, at least four (4) hours advance notice of the-requirement to work overtime, or to be sent home early prior to the completion of their scheduled shift. Employees in a particular job classification shall be asked to work overtime, or to be sent home early prior to the completion of their scheduled shift in seniority order. If necessary, employees assigned to work overtime, or to be sent home early prior to the completion of their scheduled shift, will be in inverse seniority order.

Section 9 – Rates of Pay

- A. The rates of pay to be in effect during the term of this Agreement are set forth in Exhibit B.

Section 10 – Reporting Pay

A. Each workday an employee is required to report for work and does report but is not put to work, or is furnished less than one-half of said employee's scheduled shift's work, the employee shall be paid for a minimum of four (4) hours pay at the employee's regular rate of pay or for actual time worked, whichever is greater.

B. If an employee is required to report for work a second time in any one (1) day, and is furnished less than four (4) hours of work on the second reporting, said employee shall be paid for a minimum of four (4) hours pay at the employee's regular rate of pay or for actual time worked, whichever is greater.

C. The foregoing reporting time pay provisions are not applicable when:

1. Operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities;
2. Public utilities fail to supply electricity, water or gas, or there is a failure in the public utilities or sewer system.
3. The interruption of work is caused by an Act of God, or other cause not within the Employer's control.
4. Voluntarily leaving before the end of the scheduled shift or where the employee has been terminated or suspended for disciplinary reasons. In such cases the employee shall be paid for actual time worked.

Section 11 – Discipline

- A. All employees covered by this Agreement shall serve a sixty (60) calendar day probationary period. Employees disciplined, suspended or terminated during their probationary period shall not have recourse to the Grievance/Arbitration procedure.
- B. All employees shall be held responsible for adherence to the Employer's Standards of Conduct, a copy of which shall be attached to this Agreement as Exhibit A.
- C. No employee shall be discharged without receiving Progressive discipline, unless due to gross misconduct or a violation of Exhibit A attached. Progressive discipline shall consist of: 1. Verbal Warning 2. 1st Written Warning 3. 2nd Written Warning, that may include an unpaid Suspension) and 4. Termination. Progressive Disciplinary action shall be separately maintained in two categories as follows: 1) Production / Job Performance; and 2) all other violations When a warning notice is given, and there is a Shop Steward in the plant, the Steward should be present when the notice is given to the Employee.
- D. The Employer shall notify the Union within five (5) business days (Monday – Friday) of employees who receive warning notices.
- E. Written warning notices may not be used as a basis for future disciplinary action after a period of twelve (12) consecutive months from the date of the written warning notice. However, said written warning notices shall remain in the employees personnel file as part of the historical employment record.

Section 12 – Grievance Procedure

Section 1 – Definition:

A) A “grievance” is defined as a claim by the Union or an employee that the Employer has violated a specific provision of this Agreement. This grievance procedure shall be the exclusive means for resolving grievances.

Section 2 – Procedure:

Step 1

The first step will be for the grievant and his/her supervisor to attempt to resolve the grievance with the assistance of the Shop Steward.

Step 2.

If the first step meeting fails to resolve the grievance, it will then be reduced to writing and submitted by the Union within fifteen (15) days of the occurrence. If the grievance is not reduced to writing within fifteen (15) days the grievance shall be considered null and void and no further proceedings shall take place. However, the company will provide a written answer on the resolution or the denial.

Step 3.

If the grievance is denied, the Union Representative, Plant HR Manager, Shop Steward and Grievant will meet and attempt to resolve the dispute.

Step 4

If the matter is not resolved at the 3rd step, an Officer of the Union, the General Manager, Shop Steward, and Grievant shall meet to attempt to resolve the dispute.

Step 5

If the matter is not resolved at the fourth (4th) step of the grievance procedure, the parties may mutually agree to mediate the grievance or dispute. Such mediation shall take place within ten (10) days after the fourth (4th) 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.

Step 6

The arbitrator will be selected by mutual agreement. 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.

It is hereby agreed that the cost of the arbitrator shall be borne equally by the Union and the Company.

Section 13 - Seniority

- A. The term seniority as used in this Agreement shall be defined as the employee's length of continuous active service with the Company since their most recent date of hire. Employees shall not attain seniority until such time as they complete their sixty (60) calendar day probationary period. Breaks in continuity of employment due to layoff, leaves of absence or illness shall serve to extend the probationary period by a similar period not to exceed a total of sixty (60) calendar days. Upon completion of the probationary period, the employee's seniority date shall revert to the employee's original date of hire.
- B. Seniority shall be broken for the following reasons:
 - 1. Termination
 - 2. Voluntary quit
 - 3. Layoff for a period of sixty (60) continuous days. However, for employees with more than five (5) years of continuous service with the Employer, seniority shall not be broken for a period of twelve (12) months from the date of layoff.
 - 4. A leave of absence in excess of that provided for medical reasons or pursuant to Federal or State regulations
 - 5. Retirement
- C. In the event of a layoff, affected employees by departmental classification, shall be laid off in inverse order of seniority; provided, however that in no event shall the

Employer be required to layoff a less senior employee who has superior skill and ability to a more senior employee. In such event, the less senior employee shall be retained and the more senior employee with less skill and ability shall be laid off. Employees shall be recalled from layoff in inverse order of departmental classification seniority. In the event of a reduction in the hours of work on a given shift of work, the Employer to the extent feasible will recognize the right of employees with more than fifteen (15) years of continuous service with the Employer to transfer to another department if there is work available and the employee is deemed competent by the Employer to work in said department to fill out any additional available hours toward completion of the remainder of their scheduled shift.

- D. Seniority for purposes of layoff, recall from layoff, and selection of available vacation time shall be defined as length of continuous unbroken service in a departmental classification as set forth in Exhibit B. In case of interdepartmental transfers, the employees overall seniority shall also be considered.

Section 14 – Leaves of Absence

- A. All leaves of absence are provided for on an unpaid basis.
- B. A request for a leave of absence must be submitted in writing to the employee's immediate supervisor at least ten (10) working days (Monday-Friday) prior to the requested start date for the leave.
- C. In case of a bona fide medical emergency, the request for a leave of absence must be submitted within two (2) working days (Monday-Friday) of the verifiable start of the medical emergency.
- D. Failure to return to work as scheduled on the expected return to work date from the leave of absence, shall be cause to conclude that the employee has voluntarily quit his/her employment.
- E. In no case shall the entire medical leave be for more than one-hundred and eighty (180) calendar days, or as otherwise provided for in State or Federal law.
- F. The Employer shall not be required to return an employee, returning from a medical leave of absence, to work sooner than seven (7) days following the employee's notice to the Employer of their Doctor's release to return to work.
- G. Misrepresenting reasons for applying for a leave of absence will result in termination.
- H. Vacation credits shall not be given for personal leaves of absence of more than thirty (30) days.
- I. Regular full-time employees who have been continuously employed with the Employer for at least one (1) year may request a personal leave of absence up to a maximum of thirty (30) calendar days per employment year.
- J. It is the intention of the Parties to fully comply with the California Family Rights Act and the United States Family Medical Leave Act. Any provision of either

State or Federal law pertaining to a covered leave of absence shall take precedence over the policies set forth in this Section.

- K. The Employer may at its sole discretion grant a leave of absence for Union business. Such leave if granted is subject to the following conditions: (1) The request for the leave of absence must be submitted fifteen (15) calendar days in advance, (2) The leave of absence, if granted, is limited to a maximum of one hundred eighty (180) days. (3) There shall be no more than a maximum of one (1) person per department allowed the leave of absence,
- L. California Family School Act. – Allows parents, grandparents and guardians to take unpaid time off from work to participate in their children’s school or child care activities. May take up to 40 hours per year (up to 8 hours in any calendar month). The employee needs to provide 14 days advance notice and proof of the activity.

Section 15 – Holidays

A. The following days shall be observed as Holidays:

- New Year’s Day – January 1st
- Presidents Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Fourth of July – July 4th
- Labor Day – 1st Monday in September
- Thanksgiving Day – 4th Thursday in November
- Christmas Day – December 25th

After one (1) year of continuous employment, eligible employees shall be entitled to receive one (1) Floating Holiday per year. The date the Floating Holiday is to be observed shall be mutually agreed by the employee and the Employer. There shall be no accumulation of Floating Holidays and the Floating Holiday must be taken in the employee’s anniversary year of employment.

- B. Regular full-time and regular part-time employees who work their last scheduled shift in the seven (7) calendar days immediately prior to the Holiday, and their first scheduled shift in the seven (7) calendar days immediately following the Holiday shall receive one (1) day's Holiday pay.
- C. Holiday pay for eligible employees shall be based on the employee's straight time hourly rate of pay set forth in Exhibit B-1 times eight (8) hours.
- D. Work performed on one of the named Holidays shall be compensated at two times (2 x's) the employee's straight time rate of pay, as set forth in Exhibit B-1 for all time worked on the Holiday.
- E. The Holiday shall be observed from 12:01 a.m. through 11:59 p.m. on the day of the named Holiday.

- F. Employees will be asked to work recognized Holidays by seniority order and assigned to work Holidays in inverse seniority order.
- G. It is recognized and agreed that none of the listed Holidays set forth in Subsection (A) of this Section shall be considered as an accrued benefit and therefore upon termination of employment no employee is eligible for a paid Holiday that occurred prior to or after the date of termination.

Section 16 – Vacations

- A. Regular full-time and regular part-time employees shall be entitled to receive one (1) weeks' vacation (5 days) upon completion of one (1) continuous year of service with the Employer.
- B. Regular full-time and regular part-time employees shall be entitled to receive two (2) weeks' vacation (10 days) upon completion of three (3) continuous years of service with the Employer.
- C. Regular full-time and regular part-time employees shall be entitled to three (3) weeks vacation (15 days) upon completion of ten (10) continuous years of service with the Employer. Vacation pay shall be based on forty (40) hours per week.
- D. Regular full-time and regular part-time employees shall be entitled to four (4) weeks vacation (20 days) upon completion of fifteen (15) continuous years of service with the Employer. Vacation pay shall be based on forty (40) hours per week.
- E. The maximum earned and credited vacation time is two (2X) times the employee's annual accrual.
- F. An employee's vacation entitlement is determined by the employee's anniversary date of employment. No vacation entitlement will however, arise until the employee has completed one (1) year of continuous service with the Employer.
- G. Employees who are entitled to vacation benefits, but who work only a portion of any year, will receive a pro-ration of vacation benefits, in accordance with time worked. For purposes of pro-ration, one (1) week will equal 1/52.
- H. The Employer shall post a vacation list on or before November 1st of each calendar year and the employees shall have November 1st through December 31st to select the available vacation slots by departmental seniority. The Employer reserves the right to limit the number of weeks available for vacation and/or the number of employees who may be allowed vacation time during a particular period. Employees must submit, in writing, on a vacation request form their preference for vacation by December 31st or they shall lose seniority preference. Any change to the vacation schedule as posted must be made with the Employer's consent. A copy of the vacation schedule will be forwarded to the Union office no later than January 15th of each calendar year.
- I. Upon sale or transfer of ownership of the facility covered by this Agreement or upon this dissolution of the business vacation pay for unused vacation time worked prior to

the date of the sale or transfer or dissolution shall be paid to all employees by the seller.

- J. Weekly vacation pay (owed to employees with less than 10 years of service) shall be computed based on gross straight time pay received by the affected employee during the fifty-two (52) weeks preceding the employee's anniversary date, divided by fifty-two (52). Effective 2019, Employees with no unexcused absences, not to include the three (3) sick days allowed per anniversary period, will receive vacation pay based on 40 hours per week. (Note: For purposes of this section only, pre-approved absences to include absences for FMLA, FEHA, and LOA will be considered excused absences.)

Section 17 – Qualifications For Health & Welfare & Pension Contributions

- A. A regular full-time and regular part-time employee will qualify for Health and Welfare and Pension contributions for any given month if:
1. The employee has completed ninety (90) days of covered employment;
 2. The employee is on the Employer's payroll on the first (1st) day of the month in which the contributions are made.

Section 18 - Health and Welfare Coverage

A. Effective **January 1, 2019**, the Employer shall make the required monthly contributions to the Kaiser Bronze \$5,500/\$50 Medical Plan, Drug and Dental plans. The Employer shall make the required monthly contributions, on behalf of each employee who meets the eligibility requirements set forth in Section 17 of this Agreement for employee only medical/drug/dental coverage. Employees may choose to select an alternate Kaiser Plan, Silver \$3,500 / \$40 (\$30/month), Gold (\$75/month), or HRA (\$150/month). However, the employee will be responsible for the additional cost in excess of the Bronze Plan.

B. Effective **January 1, 2020**, the Employer shall pay up to three percent (3%) above the **December 31, 2019** total cost for any of the Kaiser Plans in effect for employee only. Cost increases above three percent (3%) through six percent (6%) of the **December 31, 2019** total cost for the Kaiser Plans in effect shall be paid for by eligible employees. Cost increases above six percent (6%) of the total cost for the Kaiser Plans in effect as of **December 31, 2019**, shall be shared equally (i.e. 50/50) between the Employer and eligible employees. The employee share of the costs for the Kaiser Plans if required shall be paid for through payroll deductions.

C. Effective **January 1, 2021**, the Employer shall pay up to three percent (3%) above the **December 31, 2020** total cost for any of the Kaiser Plans in effect for employee only. Cost increases above three percent (3%) through six percent (6%) of the **December 31, 2020** total cost for the Kaiser Plans in effect shall be paid for by eligible employees. Cost increases above six percent (6%) of the total cost for the Kaiser Plans in effect as of **December 31, 2020**, shall be shared equally (i.e. 50/50) between the Employer and eligible employees. The employee share of the costs for the Plans if required shall be paid for through payroll deductions.

D. If an eligible employee who meets the eligibility requirements set forth in Section 17 of this Agreement provides proof of coverage under an alternate medical/drug/dental benefit Plan, the Employer shall pay to said employee the sum of two hundred fifty dollars (\$250.00) per month. Annually the Employer shall issue an IRS form 1099 for such payments.

E Government sponsored medical programs (i.e Medi-Cal, Medicare, County Medical programs are not to be considered as alternate medical / drug / dental benefit plans.

Section 19 — Pension Benefits

A. The Employer shall contribute the sum of \$44.52 per month on behalf of each employee who fulfills the eligibility requirements set forth in Section 17 of this Agreement for purposes of providing pension benefits through the National Retirement Fund (NRF). The Employer will continue to make an additional contribution to the National Retirement Fund (NRF) in accordance with the applicable provisions of the Pension Recovery Act as adopted by the Trust Fund so that the total Employer contribution per employee to the NRF is as follows:

	6/1/2018	6/01/2019	6/1/2020	6/1/2021
Regular Pension Rate	\$44.52	\$44.52	\$44.52	\$44.52
Rehab Pension Rate	\$27.50	\$30.74	\$34.13	\$37.68
Total Pension Rate	\$72.02	\$75.26	\$78.65	\$82.20

Effective June 1, 2018 the Employer shall contribute the required sum per month on behalf of each employee who fulfills the eligibility requirements set forth in Section 17 of this Agreement for purposes of providing pension benefits through the National Retirement Fund.

- B. The Union shall submit to the Employer on the first (1st) day of each month, a record of the contributions required per employee under this Section. The Employer will forward such contributions by check made payable to the party designated by the Board of Trustees on behalf of each eligible employee under the terms of this Agreement no later than the fifteenth (15th) of each month, to the address designated by the Board of Trustees.
- C. In no event shall the Employer be required to pay a sum exceeding the contributions listed in Section 19 (A) per month per eligible employee, during the term of this Agreement. Should the Union at any time during the term of this Agreement, request additional monies for pension contributions, notwithstanding the above sentence, any such additional monies will be deducted from the wage increase afforded employees under Appendix B of this Agreement.
- D. The Employer hereby agrees to adopt the Trust Agreement of the National Retirement Fund (NRF) and any amendments thereto, insofar as the Trust Agreement and any such amendments are not inconsistent with the terms of this Agreement.

Section 20 – Lunch and Break Periods

- A. Employees scheduled for shifts of more than five (5) hours shall receive an unpaid meal period of not less than thirty (30) minutes, except that when a shift of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employee and the Employer.
- B. Employees shall be entitled to a rest period of ten (10) minutes net rest time per each four (4) hours of work or major fraction thereof. However, a rest period shall not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours.
- C **Wash Up Time:** Employees in the Soil Department shall be allowed five (5) minutes of paid wash-up time before lunch and at the end of their shift

Section 21 – Jury Duty

- A. Employees shall be given time off from work, without pay, equal to the time spent while summoned to Jury service plus reasonable travel time. Employees upon receipt of notice of required Jury duty shall immediately notify their supervisor. Employees shall be expected to return to work on their next scheduled workday immediately following their dismissal from Jury duty.

Section 22 – Funeral Leave

- A. In the event of a death in the immediate family of an employee, up to five (5) consecutive working days immediately following the death will be allowed to arrange for and attend the funeral. Such leave will be unpaid except to the extent the employee wishes to apply accrued vacation credit for such purposes. Immediate family is defined to include his/her current spouse, domestic partner, father, mother, sister, brother, child, current mother-in-law, current father-in-law, stepchildren, grandparents and grandchildren. If more than five (5) working days leave are required, the employee may apply for a personal unpaid leave of absence. The employee must supply, upon request, evidence of the family relationship and attendance at the funeral.
- B. For employees who have passed their probationary period and who experience the death of their immediate family, as defined above, said employee shall be paid for two (2) of the total allowable five (5) days funeral leave. Proof of death will be required. The employee can request to use accrued vacation or unused Floating Holiday to be paid while on leave.

Domestic Partner to be defined as: Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and who file a Declaration of Domestic Partnership with the Secretary of State.

Section 23 – Union Representatives

- A. Authorized Union representatives shall be allowed to enter the Employer's premises and to confer with Bargaining Unit employees. Said conferences shall only be conducted in a designated area during the rest or meal period of the employee. Under no circumstance shall a conference be held during the work time of an employee or in the plant production area, provided however, that this shall not be construed to prohibit a brief exchange, which does not disrupt and/or interfere with production.

For purposes of continuity of representation only one (1) Union representative shall be recognized by the Employer during any period of time. The Union may change the authorized representative by serving advanced written notice to the Employer.

- B. The Union shall elect or appoint employees from within the bargaining unit to represent the Union in the facility covered by this Agreement. The Union will notify the Employer in writing, at the time of appointment, of the names of the appointed or elected shop stewards. The Employer shall recognize a maximum of two (2) shop stewards per shift. Shop Stewards may only conduct their shop steward activities on break time (Shop Steward and affected employee(s)) and not in the production area of the plant. Shop Stewards may not disrupt, interfere with plant production or the work of any employee(s) or give work related instructions to employees.
- C. The Parties agree that the Union shall print and distribute copies of this Agreement to covered employees. The Employer agrees to reimburse the Union for one-half (1/2) the cost of printing up to three hundred (300) copies of this Agreement. The cost per copy of this Agreement to the Employer shall not exceed one dollar (\$1.00)."
- D. NEW HIRE ORIENTATION. The Employer will arrange for all newly hired bargaining unit members to attend a Union orientation on company time and on premises, for no more than thirty (30) minutes, as a group for all new employees hired each month.

Such orientations will be scheduled in consultation with the Union Representative and Shop Steward.

Section 24 – Sick Leave

Employees, who have completed a ninety (90) day probationary period, shall immediately receive on the ninety first (91st) day of employment three (3) days (twenty four (24) hours) of paid sick leave at the employee's then existing hourly rate of pay, and thereafter three (3) days (twenty four (24) hours) of paid sick leave per year on the employee's anniversary date of employment. There shall be no accrual or carryover of paid sick leave. There shall be no pay out of unused sick leave when an employee leaves the employment of the Employer. Usage of paid sick leave shall be for the diagnosis, care, or treatment of an existing health condition, domestic violence, sexual assault, stalking or preventive care for, himself or herself or a "family member. "Family member" is defined as a child, parent, spouse, or registered domestic partner, grandparent, grandchild, or sibling. The Employer retains the right for certification by the employee for usage of paid sick leave as may be permitted by State of California statute."

Section 25 - Job Bidding

Bargaining unit vacancies for job openings will be posted in a location accessible to all employees. Job postings will remain posted for a minimum of three (3) calendar days. However, nothing contained herein shall preclude the Employer from immediately filling the job vacancy on a temporary basis.

Section 26 - Uniforms

The Employer will provide employees after fourteen (14) days of employment with five (5) "Tee" shirts. Selection of the "Tee" shirt is at the discretion of the Employer. The Employer will replace at no cost to the employee "Tee" shirts that are ripped/torn and/or faded. "Tee" shirts that are lost by the employee shall be charged to the employee through payroll deduction at the rate of five dollars (\$5.00) per "Tee" shirt. Appropriate rain gear shall be provided by the Employer at no cost to employees in the Driver classification. Lost rain gear shall be charged to the employee through payroll deduction at replacement cost.

Section 27 – Classification of Employees

- A. Employees of the Employer shall be classified in one of the following classifications:
1. **Regular Full-Time:** A regular full-time employee is an employee who normally is scheduled to work thirty (30) or more hours per workweek.
 2. **Regular Part Time:** A regular part-time employee is an employee who normally is scheduled to work less than thirty (30) hours per work week.
 3. **Temporary Employee:** A temporary employee is one who is hired to work for a specific but limited period of time up to a maximum of ninety (90) calendar days to work on a special project or to cover an abnormal workload or emergency. Employees who work beyond the thirty (30) ninety (90) day maximum shall be classified as either regular full-time or regular part-time. Temporary employees are specifically excluded from the provisions of Section 3 (Union Security & Agency Fees), Section 17 (Qualifications for Health and Welfare and Pension Contributions), Section 18 (Health and Welfare Coverage), and Section 19 (Pension Benefits). Any temp to perm conversion will use original start date as a temp as the date of hire if the employment has been continuous. The original waiting period will be waived for temp to perm conversions for purposes of Section 3 (Union Security & Agency Fees), Section 17 (Qualifications for Health and Welfare and Pension Contributions), Section 18 (Health and Welfare Coverage), and Section 19 (Pension Benefits).
 4. Temporary employees are not eligible for paid holidays, vacations, or other benefits set forth in this Agreement.

Section 28 – No Strike/No Lockout

- A. During the term of this Agreement, neither the Union, Union representatives, nor any bargaining unit employee may engage in a strike, picketing, slowdown, sick-out or other refusal to provide services at Royal Laundry. Neither shall the Union, Union representatives, nor any bargaining unit employee engage in any informational picketing or concerted activity directed toward customers of the Employer unless the Union has a primary dispute with that customer.
- B. During the term of this Agreement, the Employer shall not engage in any lockout of employees.

Section 29 – Working Conditions

- A. The Employer shall conform to the applicable State of California Industrial Welfare Commission Order regarding working conditions including, but not limited to, ventilation, lunchrooms and change rooms.

Section 30 – Solicitation and Distribution

- A. In order to ensure efficient operation of the Employer's business, distribution of literature or solicitation during the work time of employees or in the production areas of the plant are expressly prohibited, except that authorized Union representatives may distribute non-political written materials only with the advance permission of Management. Otherwise, the Union or its authorized representatives shall have the use of a bulletin board and be able to distribute non-political literature in the time clock area and break room to employees on non-work time.

Section 31 – Industrial Injury

- A. Any employee who sustains an industrial injury must immediately notify their immediate supervisor or designated management representative. The Employer will refer an employee who sustains an industrial injury to the appropriate medical facility.
- B. In the case of an industrial injury where the employee is ordered, not to work for the remainder of the day by the medical facility physician referred to in Paragraph A herein, the employee shall be paid for the balance of the scheduled shift that day.
- C. The Employer may direct drug/alcohol testing of employees if a reasonable basis exists for suspecting that an employee is impaired in any way, or where there is a lost time accident, or where the employee has been involved in an accident that has resulted in damage to company property and/or equipment and/or customer property and/or equipment and / or injury to themselves or others.

Section 32 – Sale or Lease

- A. Should the Employer sale, assign or transfer the ownership of the facility covered by this Agreement, the Employer shall notify the Union in writing and shall notify the purchaser or assignee of the existence of this Agreement and urge the purchaser or assignee to adopt said Agreement.

Section 33 – Savings Clause

- A. In the event any provision of this Agreement is held to be illegal or invalid by the National Labor Relations Board, or by a Court of competent jurisdiction, said decision of the National Labor Relations Board and/or the Court shall not invalidate the remaining provisions of this Agreement, which shall remain in full force or effect.
- B. The Parties hereto agree that, upon written notice from either Party, a meeting(s) shall be held to attempt to negotiate a new provision to replace the provision of this Agreement held to be illegal or invalid. Said written notice to negotiate must be mailed to the other Party within ten (10) working days of the receipt of the decision of the National Labor Relations Board and/or the Court or the right to negotiate shall be waived until the next contract reopener.

Section 34 – Ethnic and Cultural Diversity

- A. The Parties recognize that many recent immigrants are employed by the Employer, and are a vital element to the success of the facility. While English remains and is the primary language of the workplace, the Parties respect the right of all employees to use the language of their choice in the workplace, and the Employer recognizes its obligation to provide on a reasonable basis all notices, announcements, training materials, etc. in the appropriate language(s) represented by a significant and material number of employees in the Employer's workforce.

The Employer agrees to cooperate to a reasonable extent with the Union in the development of English as a second language program. The program will incorporate material that will help employees to meet citizenship test requirements as well as material to help them with work-related matters. The program will be conducted at a mutually agreeable location.

In the event that an employee expresses that they are experiencing difficulty understanding English in a situation involving a dispute on the shop floor, a possible grievance, possible confusion about work duties and responsibilities, or necessary clarification of questions arising out of this Agreement, the employee may request the assistance of a translator within the bargaining unit, as long as such translator is physically on the premise and will not result in overtime.

Section 35 – Safety

- A. General

The Employer shall make reasonable provisions to assure the safety of its employees during their hours of work. The Union agrees to cooperate with the Employer to ensure that all bargaining unit members comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary working conditions.

Both the Union and the Employer recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tagout and blood borne pathogens. Employees shall be

provided with applicable safety and health information.

B. Protective Equipment

The Employer shall make available appropriate personal protective equipment at no cost to the employee as may be required by Federal, State or local laws, ordinances and/or applicable regulations. Employees may be required to reimburse the Employer for loss and/or intentional damage or negligence to the provided safety equipment, except for normal wear and tear.

C. Protection From Heat Stress

The Employer shall prove an adequate number of clean drinking fountains with cool water to allow easy access by employees as may be required for drinking. The Employer shall take all reasonable measures to reducing heat exposure including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, and will consider any recommendations provided by the Safety Committee.

D. Sanitation

Restrooms shall include appropriate lighting, mirrors, and will be stocked with all applicable necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The rest rooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.

E On the Job Injury

All injuries no matter how minor must be reported by the employee to his/her immediate supervisor, immediately upon occurrence.

Any employee injured in the performance of his duties, requiring time off during the first day of injury or accident requiring off site medical treatment on the day of the injury shall receive full compensation for time not worked but not to exceed the employee's regular scheduled workday. Claims of injury shall be verified by the Employer's medical doctor if the Employer requires such verification.

F. Joint Safety Committee

A Joint Safety Committee ("Committee") will be established by the Employer and the Union, composed of 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 safety hazards throughout the facility. The Human Resource Manager 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. This 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 in the workplace. The

employer will consider all recommendations from the Committee in good faith.

G. Safety Related Training

The Employer shall provide job safety and health related training as required by Federal, State and local regulations. Such training shall take place at intervals that comply with the applicable regulation or standard.

Section 36 — Protection of Immigrant Employees

A. Discharge or suspension of employees based on information regarding their immigration status and/or citizenship status.

In the event the Employer is legally required to suspend or discharge an employee with one (1) or more years of service, on account of information and/or documentation obtained concerning their immigration or citizenship status, the Employer shall provide any such suspended or discharged employee with up to six (6) calendar months of unpaid time in which they may be reinstated to employment upon the presentation of bona fide documentation establishing their right to work in the United States, provided such position has not been eliminated or is on layoff; and provided that this paragraph shall be subject to the applicable seniority, layoff or recall from layoff provisions of this Agreement. Upon the individual's reinstatement within the six (6) calendar month period, such person(s) shall be granted the seniority held by them on the date of their suspension and/or discharge. It is understood that nothing contained herein shall invalidate the right of the Employer to discipline employees for falsification of employment related documents.

B. In the event that the Employer is served with a validly executed Search or Arrest Warrant, the Employer shall take the following action: To the extent legally possible, and the exigencies of the situation permit, arrange for the questioning of the affected employee(s) to occur in as private a setting as possible in the workplace.

C. The Employer shall grant employees an unpaid excused absence where the Employer is given one (1) weeks prior notice to attend appointments scheduled by the ICE or Department of Homeland Security with respect to immigration or citizenship status of the employee, current spouse, child or parent. The employer agrees to allow a reasonable number of excused absences to any individual. The Employer has the right to require proof of the actual appointment and proof of the family relationship.

D. The Employer shall only request information or documents from employees pertaining to their immigration status as permitted by applicable law. The Employer shall not disclose confidential information concerning employees to any person or government agency except as required by law or in response to the directive of such agency, or at the written request of the employee. Confidential information includes names, addresses, and social security numbers. Should an ICE agent demand entry into the employer's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Employer shall insist that a Search Warrant be produced and shall as soon as is reasonably practical, notify the Union by telephone to the Union's office.

Section 37 — Dignity and Respect

The Employer and the Union agree that each employee, representative of the Employer and the Union should be treated with dignity and respect. Verbal and/or physical abuse, threats, or harassment by Union representatives, Shop Stewards and/or supervisors/managers will not be tolerated.

Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or Union representative or (ii) where necessary to protect the immediate personal safety or property of employees, or the Employer, or where the exigencies of the situation require immediate action, (iii) where another employee is present for translation purposes at the request of the individual receiving the discipline.

Section 38 — Term of Agreement

A. This Agreement shall be effective for the period of **January 1, 2019** through **December 31, 2021**. Either Party to this Agreement who wishes to reopen this Agreement for purposes of amendment or modification shall do so by serving written notice to the other Party between sixty (60) and ninety (90) days prior to the expiration of this Agreement. If written notice is not timely provided by either Party, this Agreement shall automatically be extended without change or amendment for one (1) additional year (365 days).

American Etc. D/B/A Royal Laundry

**Local 75, Western States
Regional Joint Board**

By: Elie Karch
Elie Karch
Vice President of Operations

By: Maria Rivera
Maria Rivera
Regional Manager

Date: 2.14.2019

Date: 2-14-2019

EXHIBIT A RULES OF CONDUCT

Like all other organizations, American Etc. Inc. requires order and discipline to succeed and to promote efficiency, productivity, and cooperation among Team Members. For this reason, it may be helpful to identify some examples of types of conduct that are impermissible and that may lead to disciplinary action, possibly including immediate discharge. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples:

- A. Insubordination, including improper conduct toward another Team Member or Member of Management, or refusal to perform tasks assigned by Management
- B. Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on American Etc., Inc's property, while on duty, or while operating a vehicle on behalf of American Etc., Inc.
- C. Release of confidential information about American Etc., Inc. or its customers.
- D. Theft, misappropriation, or unauthorized removal or possession of property from American Etc., Inc. fellow employees, customers or anyone on American Etc., Inc. property.
- E. Altering, falsifying or destroying any timekeeping record
- F. Absence for three (3) or more consecutive work days without personal notice to your supervisor. A valid excuse for any absence is required.
- G. Falsifying or making a material omission on an employment application or making erroneous entries or material omissions on American Etc., Inc's records.
- H. Misusing, destroying or damaging property of American Etc., Inc., an employee, a customer or visitor.
- I. Fighting, including pushing and shoving, threats of harm to another employee including management, or assault.
- J. Bring dangerous or unauthorized materials, such as explosives, firearms or other similar items onto American Etc., Inc's premises.
- K. Unsatisfactory performance.
- L. Failure to return as scheduled from a vacation, sick leave or other leave of absence.
- M. Engaging in a strike, picketing, or work stoppage in violation of Section 25 of this Agreement.

- N. **Violation of the Employer's Harassment Policy.**
- O. **Violation of the Employer's Safety Policies**
- P. **Violation of the Employer's Attendance Policy (Exhibit C)**

**EXHIBIT B
CLASSIFICATIONS**

A. The following Departments and Classifications of employees shall be observed:

1. **Soil Department**
 - a. Soil Sorters
 - b. Weigh Master
2. **Washroom Department**
 - a. Washer / Tumbler
 - b. All other Washroom employees
3. **Flat Work Departments**
 - a. Flat Work Checker & Tier
 - b. Feeder/Folder/Shaker and all other Flat Work Department employees
 - c. Garment finish Press Operator
4. **Dry Fold**
 - a. Distributor
 - b. Feeder/Folder/Shaker
5. **Support**
 - a. Washover
 - b. Quality Auditor
6. **Drivers**
 - a. Drivers
 - b. Helpers
7. **Janitorial/Cleanup**
8. **Maintenance**
 - a. Head Maintenance
 - b. All other Maintenance Department employees

B. Nothing contained in this Exhibit or the Collective Bargaining Agreement, to which this Exhibit is attached, shall be interpreted to prohibit the Employer from having the right to transfer employees between Departments and/or Classifications as the exigencies of the situation may require.

C. All employees in any Department listed above will be expected to perform all job tasks assigned to such Department. Any employee temporarily changed from a higher to a lower paid classification shall be paid at the rate of the higher classification, and any employee temporarily changed from a lower to a higher classification shall be paid at the rate of the higher classification during the actual

time worked in the classification provided the employee works in the higher classification more than two (2) hours on the days(s) in question.

- D. The Employer will comply with State and Federal laws in regards to Minimum Wage.
- E. Employees who are currently being paid more than the minimum rates in the wage scale will not have their wages reduces as a result of the adoption of this scale.

EXHIBIT B-1
HOURLY WAGE RATES

CLASSIFICATION	7/1/18	1/1/2019	1/1/2020	1/1/2021
<u>Soil Dept.</u>				
Soil Sorters	\$12.65	\$13.50	\$14.35	\$15.20
Weigh Master	\$12.00	\$12.85	\$13.70	\$14.55
<u>Washroom Dept.</u>				
Washer / Tumbler	\$13.20	\$14.05	\$14.90	\$15.75
<u>Flatwork Dept.</u>				
Shaker/Feeder/Folder Sorter/Tumbler	\$12.65	\$13.50	\$14.35	\$15.20
Garment Finish/	\$13.15	\$14.00	\$14.85	\$15.70
Press Operator Checker/Tier	\$13.35	\$14.20	\$15.05	\$15.90
<u>Dry Fold Dept.</u>				
Shaker/Feeder/Folder	\$12.65	\$13.50	\$14.35	\$15.20
Distributor	\$13.35	\$14.20	\$15.05	\$15.90
<u>Support</u>				
Washover / Quality Auditor	\$12.70	\$13.55	\$14.40	\$15.25
<u>Driver Dept.</u>				
Driver's Helper	\$12.85	\$13.70	\$14.55	\$15.40
Driver	\$15.50	\$16.35	\$17.20	\$18.05
<u>Janitorial/Cleanup Dept.</u>				
Janitorial/Cleanup	\$11.85	\$12.70	\$13.55	\$14.40
<u>Maintenance Dept.</u>				
Maintenance/Head	\$17.35	\$18.20	\$19.05	\$19.90
Maintenance	\$11.85	\$12.70	\$13.55	\$14.40

1 All employees, even those who receive a premium wage over the scale of wages set forth above, shall receive the following hourly wage increases on the dates indicated.

January 1, 2019 \$0.85 / hour

January 1, 2020 \$0.85 / hour

January 1, 2021 \$0.85 / hour

2 All employees working a shift commencing after 2:00 p.m. shall be paid a shift differential of twenty five (\$.25) cents per hour, for all hours worked.

3 All drivers working a shift commencing after 2:00 p.m. shall be paid a shift differential of fifty (\$.50) cents per hour, for all hours worked.

4 Seniority Incentive

In addition to the hourly rates of pay set forth above, eligible employees shall receive a non-cumulative "seniority incentive" based on their consecutive years of service, using most recent hire date with the Employer as follows"

Less than 1 year of continuous employment:	\$0.00 per hour.
One (1) year of continuous employment:	\$0.20 per hour.
Three (3) years of continuous employment:	\$0.25 per hour.
Five (5) years of continuous employment:	\$0.30 per hour.
Ten (10) years of continuous employment:	\$0.35 per hour.

5 Clipper Card

Effective the first full payroll week following signing of the Collective Bargaining Agreement by both Parties to this Agreement, the Employer will reimburse employees who use the "Clipper Card" program one-half (1/2) of the cost of the Card, provided adequate documentation is provided to the Employer by the affected employee.

6. Bonus

Effective 2019. Employees with perfect attendance from January 1st through December 15th will receive a \$750.00 bonus on the payroll check on December 20th. Perfect attendance is no issues with attendance, lateness, or early quit.

EXHIBIT C
ATTENDANCE POLICY

I. If an employee is going to be absent or tardy, it is his/her responsibility to personally contact his/her Supervisor. If the Supervisor is unavailable, the employee must personally contact _____, Or, _____, or, _____. A telephone answering system in English and Spanish available twenty-four (24) hours per day, seven (7) days per week. Messages should not be left with another person or employee except the above persons or on the telephone answering system. It is the duty of the employee to personally talk to their Supervisor or one of the above persons.

If the employee is unable to personally speak to his/her Supervisor or other designated management personnel, he/she may arrange for someone else to do so. However, the employee will still bear the full responsibility if contact is made late or not at all.

II. Tardiness

A. An employee who is late for work more than seven (7) minutes, up to one hundred twenty (120) minutes, but has notified their supervisor in advance of their scheduled shift of their tardiness, or if an employee fails to return to their work station within two (2) minutes from the conclusion of their contractual break or lunch period – One (1) Occurrence

B. If an employee is late for work by more than seven (7) minutes but less than one hundred twenty minutes (120 – 2hours), and did not notify their supervisor of tardiness in advance of their scheduled shift – Two (2) Occurrences

C. If an employee makes advance arrangements with his/her supervisor or other designated management personnel to start work late, i.e. to start work two (2) hours late because of a doctor's appointment, there shall be no Occurrence. The Employer may require verification of such doctor's appointment.

III. Absence

A. If employee is absent but called in at least two (2) hours in advance of their scheduled shift to notify their supervisor of absence – One (1) Occurrence However, if an employee provides a timely doctor's certificate of illness there shall be no Occurrence imposed.

B. If an employee is absent but called in less than two (2) hours before the start of their scheduled shift – Two (2) Occurrences.

C. If an employee is absent and called in after the start of their scheduled shift and up to two (2) hours after the start of their shift — Three (3) Occurrences.

D. If an employee did not call or show up for their scheduled shift — Four (4)

- E. Employees who of their own volition leave work before the end of their scheduled shift, except in cases of verifiable emergency or illness shall be charged one (1) occurrence.

Occurrences

An employee will be considered a "no call/no show" if they are not at work or have not called their supervisor within two (2) hours after the start of their scheduled shift.

IV. Miscellaneous

- A. For each period of consecutive absence due to illness, the employee will receive Occurrences, depending on the notice given, for only the first (1st) day of absence.

However, the employee must call in for each day they are absent up to the first three (3) consecutive days of absence.
- B. An employee who calls off work on an observed holiday — Three (3) Occurrences, unless the employee can produce documentation that they received medical attention on the day of the observed holiday. If so, the employee will receive either One (1) or Two (2) Occurrences, depending on the notice given.

V. Exceptions

- A. Lost time due to funeral leave, military obligations, jury duty, leave of absence, extreme emergency (with Management approval) or work related injury will not be recorded as an Occurrence.
- B. An employee sent home by their supervisor due to illness or business necessity will not be assessed any Occurrences.

VI. Credits

- A. If an employee has two (2) full calendar months from the date of the last Occurrence without absenteeism or tardiness as specified herein, two (2) Occurrences will be deducted from the employee's Occurrence total if the employee has Occurrences on their record. The deduction of Occurrences will not reduce the employee's total below zero (0).

VII. Occurrences Related To Disciplinary Action

- A. Four (4) Occurrences within a 12 month period — Verbal Warning
- B. Seven (7) Occurrences within a 12 month period — Written Warning

C. Ten (10) Occurrences within a 12 month period - Three (3) day Suspension

D. Twelve (12) Occurrences within a 12 month period - Termination

VIII. Notice

The Employer shall provide notices of all disciplinary actions taken according to the above schedule to the effected employee and the Union within ten (10) working days (Monday-Friday) of the Occurrence placing the employee at that step. Otherwise, discipline may not be imposed based on such Occurrence.