

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**WORKERS UNITED**

**WESTERN STATES REGIONAL JOINT BOARD, LOCAL 52**

**AND**

**YEE YUEN LAUNDRY & CLEANERS, INC.**

**September 1, 2021 – August 31, 2024**

**Table of Contents**  
**Alphabetical**

<b>Section</b>	<b>Title</b>	<b>Page</b>
	Agreement	4
Attachment B	Attendance Policy	27
27	Breakdown-Intermittent Periods of Idleness	16
11	Bulletin Board	9
31	Dispute, Grievances and Arbitration	18
44	Duration of Agreement	24
12	Employees' Donations	9
39	Ethnic Diversity	22
38	Funeral Leave	22
35	General Provisions Applicable to Trust Funds and Delinquency Procedures	20
43	General Savings Clause	24
19	Guaranteed Work Week	11
21	Holidays	12
23	Illness and Leave of Absence	14
40	Immigration Protection	22
3	Indemnification	4
13	Inspection of Records	9
5	Jurisdiction	5
1	Limitations	4
42	Labor Management Committee	24
10	Management	8
33	Medical, Life, Dental, Prescription Drug and Vision Plans	19
28	No Discrimination	17
34	Pension Trust Fund	20
6	Pre-Existing Working Conditions and Benefits	6
30	Probationary Period	18
20	Regular and Part Time Employees	12
41	Respect and Dignity	23
26	Rest Periods	16
7	Sanitation, Safety, Ventilation	6
24	Seniority	15
18	Show Up Pay	11
36	Sick Leave	21
25	Stewards	16

32	Strikes, Lockouts and Picketing	19
15	Successors	10
4	Termination	5
17	Time Records	11
8	Uniforms	8
37	Union Leave	22
2	Union Security and Checkoff	4
22	Vacation	13
14	Visitation	10
Attachment A	Wages and Classifications	26
29	Wages	17
16	Working Hours and Overtime	10
9	Working Rules	8

## **AGREEMENT**

### **YEE YUEN LAUNDRY & CLEANERS, INC.**

**September 1, 2021 – August 31, 2024**

YEE YUEN LAUNDRY & CLEANERS, INC., a California Corporation, exclusively for its plant located at 2575 South Normandie Avenue, Los Angeles, California 90007, hereinafter called the "Employer," and Workers United, WSRJB LOCAL 52 hereinafter called the "Union," agree as provided by the National Labor Relations Act, hereinafter referred to as "the Act," for the following Employees, employed by the Employer at the above-stated address:

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

#### **1. LIMITATION**

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

#### **2. UNION SECURITY AND CHECKOFF**

- 2.1. Each Employee, after completing thirty (30) calendar days of employment with the Employer or thirty (30) days after the execution of this Agreement, whichever is later, shall be required to tender uniformly required Union Dues and Initiation Fees as a condition of employment.
- 2.2. The Employer shall deduct from the wages of each Employee furnishing the Employer with a signed authorization, Union Dues and Initiation Fees uniformly required in accordance with the terms of such authorization and will remit the same to the Secretary-Treasurer of Local No. 52 not later than the tenth (10th) of each month for which the deductions are made. The remittance of such deductions shall be made each month together with a list of names of the Employees and the amount deducted from each.
- 2.3. When an Employee is not complying with the terms of Section of this Agreement, the Employer will be required to discharge such Employee only upon express written request by the Union. Prior to the actual discharge of the Employee, such Employee will be afforded a grace period of not less than one (1) week within which to comply with the terms of Section 2.2. Should the Employee comply with the terms of Section 2.2 during this grace period, the Union's request for his discharge shall be nullified.

#### **3. INDEMNIFICATION**

3.1. The Union shall indemnify the Employer and save him harmless against any and all



claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with the check off provision or the Union security provision of this Agreement, specifically Section 2.1 above.

#### **4. TERMINATION**

- 4.1. It is understood and agreed that the right to discipline or discharge for just cause, gross misconduct, or as provided in this Agreement shall rest in the discretion of the Employer.
- 4.2. Except as provided herein, no Employee shall be discharged without first receiving a written warning notice followed by a final written warning notice. Progressive disciplinary action shall be separately maintained in two (2) categories as follows: 1) absenteeism / tardiness and 2) all other violations. In each categories should no offense occur in the twelve (12) months following the warning notice and /or final warning notice, the notice shall be declared null and void. All current warning notices shall be removed from the file after twelve (12) months, provided no further offense has occurred.
- 4.3. Notwithstanding the above, no prior warning notice or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but is not limited to: theft, embezzlement, deliberate violation of posted company rules, bringing, selling or using illegal drugs and/or alcohol in the plant or on company property insubordination, intentionally falsifying or modifying the data produced by the production software system, or starting a fight. Gross misconduct shall constitute just cause for discharge without redress. No Grievance Board or Arbitrator shall have the right or power to change or contest the appropriateness of the penalty meted out by the Employer as the result of gross misconduct.
- 4.4. A new Employee may be discharged or disciplined without cause or notice during the first ninety (90) calendar days of his/her employment. Such period shall be extended by any leave of absence taken of more than three (3) days during this period, except that in the case of a leave of absence due to work related injury, such period shall be extended by any leave of more than fourteen (14) days during this period.
- 4.5. When a warning notice is given, and there is a Shop Steward in the plant, the Steward should be present when the notice is given to the Employee. If no Shop Steward is in the plant the disciplinary meeting will be postponed. A copy of the warning notice shall be sent to the Union within five (5) days of the date the notice is given to the employee, or it will be considered null and void.

#### **5. JURISDICTION**

- 5.1. The word "Employee" in this Agreement includes both male and female Production Employees, but excludes any individual employed as a supervisor.
- 5.2. The term "supervisor" means any individual having authority, in the interest of the Employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of

such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. A supervisor shall not displace a regular Employee except when necessary.

- 5.3. No individual agreement with any Employee shall supersede any of the provisions of this Agreement unless approved by the Union.

## **6. PRE-EXISTING WORKING CONDITIONS AND BENEFITS**

- 6.1. No Employee shall suffer, by reason of this Agreement, a reduction of wage rates, or the loss of any benefits or working conditions higher or more favorable than those contained herein, if such conditions existed prior to the initial execution of this Agreement by the Employer or his representative unless such benefit or working condition is specifically modified by this Agreement.

## **7. SANITATION, SAFETY, VENTILATION**

- 7.1. A First-Aid Kit shall be kept on hand at all times, with full supplies for the use of the Employees.
- 7.2. General. The Employer shall make reasonable provisions to assure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Employer to ensure that all supervisors and employees comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary and healthful working conditions.
- 7.3. 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 bloodborne pathogens.
- 7.4. Employees shall be provided with applicable safety and health information.
- 7.5. Protection from Heat Stress. The Employer shall provide an adequate number of clean drinking fountains or bottles of cool water and clean cups to allow easy access by Employees for frequent drinking. The Employer shall take all reasonable measures to reduce heat exposure and will consider any recommendations provided by the Safety and Health Committee.
- 7.6. Sanitation. Restrooms shall include appropriate lighting and mirrors, and will be stocked with all necessities. These restrooms will be cleaned daily and a log maintained.
- 7.7. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to Employees.
- 7.8. Protection from Bloodborne and Airborne Pathogens:
  - A. Protective Equipment: For Employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Employer shall provide appropriate personal protective equipment. Personal protective equipment will

be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the Employees' clothes, skin, eyes or mouth, under normal conditions of use. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the Employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

- B. Vaccinations: The Employer shall offer the Hepatitis B vaccination series to all Employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the Employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the Employee is immune, or the vaccine is contraindicated for medical reasons.
  - C. Public health emergencies: In the event that a public health emergency is declared by a relevant local, state, or national government agency, the Employer will follow any applicable government-issued guidelines and regulations and will meet upon request and discuss with the Union over potential enhanced safety measures.
- 7.9. Joint Safety and Health Committee. 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 selected by mutual agreement. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The General 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 quarter and will make quarterly plant safety tours. Any Committee member can call for more frequent meeting (not to exceed one per month) to address any urgent issues. 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. Safety Committee members must demonstrate an awareness and commitment to safety in the workplace. Committee members will receive safety trainings related to overall plant safety. Bargaining unit members may be removed from the committee for failing to adhere to safe practices or undermining workplace safety.
- 7.10. Safety and Health 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.
- 7.11. It shall be the obligation of all Employees to wear and/or utilize appropriate protective equipment provided hereunder when there is a bona fide health and safety requirement that such equipment be worn and provided there is no bona fide medical reason that the Employee cannot wear or utilize such equipment.

## **8. UNIFORMS**

- 8.1. The Employer shall furnish and launder, without cost to the Employee, any uniform or wearing apparel designated by the Employer for Employees to wear during their hours on duty. Where necessary, the Employer will provide gloves, masks and other protective apparel to Employees who handle soiled material from hospitals, sanitariums, nursing homes and similar institutions. The Employer will provide boots, where necessary, for Employees in the Washroom Department.
- 8.2. Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that is in their custody or have the reasonable value of same deducted from their pay.

## **9. WORKING RULES**

- 9.1. Rules and regulations for the conduct of business, such as the Employer shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all Employees.
- 9.2. New rules and/or changes in existing rules shall not become effective until seven (7) days after they have been posted with a copy forwarded to the Union. Such rules and regulations shall be posted in a conspicuous place by the Employer or they may be issued to Employees in the form of a manual.

## **10. MANAGEMENT**

- 10.1. The Employer retains and shall continue to have the complete and exclusive right to manage its operations and direct its workforce, except as expressly limited by specific obligations of the Employer set forth in this Agreement. Among such retained rights and powers are included but not limited to the following: To hire, to promote, demote, transfer, layoff and recall; to assign and reassign employees to duties, hours of work and shifts; to maintain good order and efficiency; to discharge, suspend and discipline Employees; to establish rules and regulations not in conflict with this Agreement governing the conduct of Employees related to the workplace; to determine the size and composition of the work force; to determine, maintain, change, revise or discontinue, the types of operations, and the methods, processes, materials and equipment to be employed; to discontinue transfer or relocate all or any part of its operation (subject to negotiation over the effects of such decisions); to lease, sell or otherwise dispose of all or any part of this plant and equipment; and to increase or decrease the operation.
- 10.2. The foregoing enumeration of management rights shall not be deemed to be all inclusive, but shall merely indicate the type to rights which shall belong to and are inherent in the management of the Company. Neither the failure of the Company to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting management's discretion in any manner.

## **11. BULLETIN BOARD**

- 11.1. The Employer shall provide a separate bulletin board for the use of the Union for posting of official notices. The bulletin board shall be at least two feet (2') by three feet (3') and shall be placed in a conspicuous location as close to the time clock as practicable.

## **12. EMPLOYEES' DONATIONS**

- 12.1. Employees' donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual agreement between the Employer and the Union.
- 12.2. The Employer shall deduct and transmit to the treasurer of Workers United, Western States Regional Joint Board, SEIU Property Service Civic Engagement Fund (PSCEF) the amount specified for each week worked for the wages of those Employees who voluntarily authorize such contributions at least seven (7) days prior to the next scheduled pay period, on the forms provided for that purpose by the Workers United, Western States Regional Joint Board. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted for each Employee.
- 12.3. The Employer agrees to provide voluntary payroll deductions for union members to participate in the credit unions sponsored by Western States Regional Joint Board. The Employer agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted, with one change allowed per the life of the contract, for their participation in the plan.
- 12.4. The Employer will continue to recognize Union membership, dues deduction, and PAC/PSCEF contribution authorizations submitted to the Union on written membership application forms, also when the Company transitions to electronic onboarding they may accept forms through electronically recorded phone calls, 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 deduction and/or PAC/PSCEF contributions have been authorized by the employee only in the event a question arises about an employee's membership status.

## **13. INSPECTION OF RECORDS**

- 13.1. Should a controversy or complaint arise concerning wages, hours or other compensation of an Employee, the Employer shall submit the original and all other necessary records of the case in controversy, including a list of Employees, to an authorized representative of the Union for verification during working hours of the Employer, on the Employer's premises, within five (5) days after receipt of a request, if said controversy has not been resolved.



## **14. VISITATION**

- 14.1. Authorized representatives of the Union shall have access to the premises of the Employer to transact necessary Union business, provided access is in compliance with Company rules, and provided further that such rules do not interfere or hamper the Union representative in his transaction of Union business. It is agreed that the representatives will conduct their business during normal working hours in such a manner so as not to conflict with the normal operations of the Employer's business. Representatives must report to management in person prior to any visit.

## **15. SUCCESSORS**

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

## **16. WORKING HOURS AND OVERTIME**

- 16.1. The regular straight time work week shall be six (6) days, Monday through Saturday.
- 16.2. The Employer may at its sole and exclusive discretion establish a five (5) day work week by giving two (2) weeks' notice to the Union and Employees. In the event the Employer wishes to initiate a four (4) day, ten (10) hour per day workweek, in all or a segment of the Employer's operation, the Employer shall discuss the issue with the affected employees and determine their sentiment regarding such work schedules by means of a secret ballot pursuant to State law. The Employer shall notify the Union of the results of the election.
- 16.3. Time and one-half (1-1/2) shall be paid for all time worked in excess of eight (8) hours a day, forty (40) hours a week or on the sixth (6th) day of the week or for work performed on Sunday. However, if an Employee is absent during the first five (5) days of the week, the Employee will be paid straight time for all hours worked on the sixth (6th) day. Provided further, should any such Employee work over forty (40) hours during those six (6) days then all work in excess of forty (40) hours will be paid at time and one-half (1-1/2).
- 16.4. Except in the case of emergency, Employees will be given notice before 1:00 P.M. that they will be required to work past their normal quitting time.
- 16.5. All Employees shall be required to take not less than one-half (1/2) hour nor more than one (1) hour for lunch. No Employee shall be required to work more than five (5) consecutive hours without a meal period.
- 16.6. Employees working on holidays shall receive time and one-half (1-1/2) for all hours worked (guaranteed four [4] hours) and eight (8) hours holiday pay at the Employee's classification rate.
- 16.7. Agreements for the payment of overtime rates herein contained are not to be construed to require a duplication of overtime wage payments involving the same hours of labor; so that overtime paid on a daily basis shall not be duplicated on a weekly basis.

- 16.8. Saturday work will be staffed by the following process: 1) volunteers by job classification. If more employees in the classification volunteer than are necessary, employees will be selected by classification seniority. Employees from outside the classification can volunteer (provided they have the skill and ability to perform the work) but shall not have priority over volunteers in the classification. If additional workers are still required in a job classification as determined by the Company, then; 2) Employees will be chosen by job classification by inverse seniority using seniority based on date of hire. Employees may voluntarily agree to work by signing an overtime sign up list with the number of employees needed by classification that will be posted by Friday at noon. The above process shall not be required if all employees in a classification or the plant are required to work on Saturday.

## **17. TIME RECORDS**

- 17.1. Time records, clocks or other recording devices will be maintained by the Employer for all Employees showing the actual time the employment begins and ends each day, the hours worked for the day and the total hours for the pay period.
- 17.2. Time records used to determine the amount of pay shall be kept on file for the number of years required by both Federal and State laws or at least four (4) years.
- 17.3. The Employer must keep full and accurate records of excuses for illness and other absences.

## **18. SHOW UP PAY**

- 18.1. All regular and part-time Employees ordered for work on any day, who report for work on that day, shall receive no less than four (4) hours' pay at the average earned hourly rate for that day except as hereinafter provided in case of breakdown, Section 27.
- 18.2. An Employee who reports for work on a regular work day and who was not officially informed by the Employer not to report on that particular day shall be considered as "ordered to work".

## **19. GUARANTEED WORK WEEK**

- 19.1. Regular Employees shall be guaranteed thirty-eight (38) hours, at the Employee's classification rate, per week except as hereinafter provided in case of breakdown, Section 27.
- 19.2. Any Employer who requests a regular Employee to voluntarily take time off shall in such cases be required to pay for hours not worked to make the thirty-eight (38) hour guarantee.
- 19.3. In any condition beyond the Employer's control, such as, but not limited to an act of God, loss of business, a fuel or power shortage, earthquake, strikes or other similar causes, the Employer may reduce the guaranteed work week to not less than thirty-two (32) hours. Before reducing the work week, the Employer shall give one (1) week's written notice to

the Union, except in emergencies, in which case telephone notice may be given. Application of this Section shall be subject to Section 31, Disputes, Grievance and Arbitration.

- 19.4. Part-time Employees employed as provided in Section 20 shall be laid off prior to any reduction of hours under Section 19.3 above.

## **20. REGULAR AND PART-TIME EMPLOYEES**

- 20.1. There are two classes of employees; Regular Employees are those who are guaranteed thirty-eight (38) hour per week pursuant to Section 19 herein. Employees working twenty-six (26) hours or less per week are part-time employees and shall not be covered by the conditions set forth in this Agreement. Before Employer seeks relief in the form of a reduction of the guaranteed workweek in Section 19, all part-time employees must be laid off. Employees employed as of the effective date of this Agreement will not be laid off while Employer has part-time employees working.
- 20.2. The Employer shall file with the Union each month, with the check off sheet, the names and jobs held by all part-time Employees. Any part-time Employees not so filed shall be considered as Regular Employees for all purposes.
- 20.3. Not more than one (1) part-time employee shall be employed for every three (3) Employees on a full-time shift.
- 20.4. Nothing in the above clauses shall prevent the Employer from establishing a part-time shift where there is not enough volume of work to meet the guaranteed work week.

## **21. HOLIDAYS**

- 21.1. The Employer agrees that the following shall be observed as paid holidays:
  1. NEW YEAR'S DAY
  2. MEMORIAL DAY
  3. INDEPENDENCE DAY
  4. LABOR DAY
  5. THANKSGIVING DAY
  6. CHRISTMAS DAY
  7. ANNIVERSARY DAY
- 21.2. Employee shall be entitled to a holiday for their anniversary day of employment. Such day may be taken as a floating holiday in the twelve months following the anniversary date; however, provided that the Employee must make a request for such holiday at least thirty (30) days before the floating holiday and further provided that the date is acceptable to the Employer. Request of actual anniversary day will not be unreasonably denied. Anniversary Day pay shall not be accumulated and will be paid off if not taken on next anniversary day.
- 21.3. Employees shall be paid for time not worked on any of the above-named holidays at eight (8) hours at the Employee's classification rate in accordance with Section 21.7. If no



hours are worked, no holiday pay is required. Any employee on leave of absence or layoff is not eligible for holiday pay or holiday bonus. However, if an Employee is on vacation he/she may receive either an additional paid day's vacation or an additional day's pay at the sole discretion of the Employer.

- 21.4. HOLIDAY BONUS: All eligible Employees shall be paid a bonus as follows: Eight (8) hours pay times their classification rate to each eligible Employee on the payroll during the third (3rd) week of February for President's day.
- 21.5. When a holiday falls outside the Employee's regular workweek, said holiday shall be paid at eight (8) hours at the Employee's classification rate. Employees on vacation shall be paid as set forth in Section 21.3.
- 21.6. If the Employer declares the Friday before a Saturday holiday as no-work day, Employer shall pay Employees for that day based on Section 21.3.
- 21.7. Employees shall not be entitled to holiday pay if they are voluntarily absent for any reason during the week in which a holiday occurs, or said absence is not excused in writing by the Employer. Accordingly, to be eligible for holiday pay an Employee must work all their scheduled days for the week in which the holiday occurs, unless such time has been pre-approved by the Employer as authorized vacation, sick day, jury duty, or funeral leave.
- 21.8. When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- 21.9. New Employees must work thirty (30) working days to qualify for holiday pay.
- 21.10. Employees shall not be required to work on Christmas Day or New Years. However, volunteers may be requested by the Employer Company on either day (i.e. Christmas Day or New Years Day), if business requires that the work be completed on either of those days. Should the Employer not get 65% of the volunteers by department and/or job classification needed for Christmas Day, or 75% of the volunteers by department and/or job classification needed for New Years Day, the Employer can mandate overtime in inverse seniority by department and/or job classification.

## **22. VACATIONS**

- 22.1. An Employee shall become eligible for a vacation in accordance with the following schedule:
  - A. Upon completion of one (1) year of continuous service with the Employer, an Employee will become eligible for one (1) workweek vacation with pay.
  - B. Upon completion of three (3) years of continuous service with the Employer, an Employee will become eligible for two (2) workweeks vacation with pay.
  - C. Upon completion of seven (7) years of continuous service with the Employer, an Employee will become eligible for three (3) workweeks vacation with pay.
  - D. Upon completion of fourteen (14) years of continuous service with the Employer, an Employee will become eligible for four (4) workweeks vacation with pay.

- 22.2. Employees will be paid for their earned vacation pay on the last regular pay day preceding the vacation period. Regular full-time Employees shall receive vacation pay based on forty (40) hours times their regular classification rate at the time the vacation is taken.
- 22.3. The Employer shall post a vacation list during the month of October and the Employees shall select their vacation by seniority no later than the end of the second week of November. The company will respond and publish the vacation calendar by December 1<sup>st</sup>. If an Employee fails to select as set forth above, the Employee must give his Employer at least sixty (60) days notice prior to the effective date of his vacation. However, those Employees who select in October and November shall have preference regardless of their seniority. All submitted vacations are final and cannot be changed or switched with another employee. One (1) time per year, those employees traveling out of the country for their vacation by plane, train, or bus, and who provide adequate verification can request the Saturday prior to their vacation week off without pay.
- 22.4. Pay in lieu of vacation shall not be granted without mutual agreement between the Employer and the Employee.
- 22.5. Upon sale or transfer of ownership of any plant, or dissolution of business, vacation pay for all months worked prior to the sale for which no vacation pay has been given shall be paid to all Employees by the seller.
- 22.6. In case of termination of employment, see "Schedule for Vacation Pay in Case of Termination" contained herein.

### **23. ILLNESS AND LEAVE OF ABSENCE**

- 23.1. The Employee shall not lose seniority if he is absent due to illness or accident for shorter periods than shown below:
  - A. After six (6) months continuous service, twenty (20) working days
  - B. After one (1) year continuous service, ninety (90) working days.
  - C. After five (5) years continuous service, one hundred twenty (120) working days.
  - D. After fifteen (15) years continuous service, one hundred fifty (150) working days.
  - E. After twenty (20) years continuous service, one hundred eighty (180) working days.
- 23.2. No vacation benefits shall accrue to any Employee after twenty (20) consecutive days of absence.
- 23.3. Illness and/or leave of absence and/or maternity leave shall not be accumulated. Regardless of anniversary year such absence shall not extend beyond periods shown above unless such absence is extended by State or Federal law.
- 23.4. One (1) leave of absence per anniversary year shall be granted, up to fifteen (15) working days without pay, to Employees who have been in the employ of the Employer for one (1) year or longer and who can prove legitimate and bona fide reasons such as, but not limited to serious illness, death in the immediate family, documented court appearance, subpoena to appear or jury duty. A leave of absence shall not be granted in conjunction

with a vacation unless an Employee notifies his Employer as soon as possible and can prove a bona fide reasons that an emergency has in fact occurred which requires his presence. Anyone who violates this Section may be discharged forthwith, suspended or otherwise disciplined.

- 23.5. An Employee who is absent due to an industrial accident and/or illness shall maintain his prior seniority and be eligible for rehire in accordance with state and federal law and court decisions.
- 23.6. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job- related purposes, temporary disabilities and shall be treated as an illness or accident in accordance with Section 23.1 above.

## **24. SENIORITY**

- 24.1. Seniority shall be based on length of continuous employment of the Employee at Yee Yuen Laundry & Cleaners, Inc., 2575 South Normandie Avenue, Los Angeles, California 90007. Reduction of working forces, recall from layoff, and assignment to a part-time shift and assignment of overtime where knowledge, skill, efficiency and physical fitness are equal in the sole discretion of management, then seniority shall govern, subject to the grievance procedure if the Union can show an abuse of discretion.
- 24.2. Seniority of an Employee shall be lost when an Employee:
  - A. is discharged for cause;
  - B. resigns
  - C. is not rehired within one hundred and eighty calendar days after layoff;
  - D. is absent more than the days specified in Section 23.1;
  - E. fails to report to work within three (3) days after being recalled from layoff. However, if an Employee fails to report because of bona fide reasons such as serious illness or jury duty, he shall be kept on the seniority list and shall be the next Employee recalled if he meets the requirements in Section 24.2, C) above; or
  - F. is absent from work one (1) working day without notification to the Employer. However, this clause shall not apply if the Employee can prove that the Employee was unable to communicate such absence to the Employer. Employees will not lose seniority if they have a legitimate bona fide reason.
- 24.3. In all cases of layoff and recall of forces seniority shall govern provided the senior Employee is qualified to perform the job.
- 24.4. Transfers. An Employee desiring a transfer to a specific job opening (excluding lead persons who shall be designated at the sole and exclusive discretion of the Employer) shall indicate their desire on a form provided by the Employer. Copies of the form shall be provided to the Union and the Employee. Transfer requests will remain valid for six (6) months and may be renewed for an additional six (6) months and only for a specific job. Preference for job vacancies will be given to Employees who have transfer requests on file, on the basis of seniority, provided that the Employee is qualified for the position or can qualify, at the sole and exclusive discretion of the Employer, within ten (10)

working days of being transferred. Employees who fail to qualify will be returned to their former position or a similar position if their former position is not available. Vacancies created by this one transfer may be filled in accordance with this Section or by a new hire at the sole and exclusive discretion of the Employer. Employees who transfer through this process will not be eligible to transfer again for a period of one (1) year unless the Employer in its sole and exclusive discretion approves of such new transfer. Provided further, there shall only be two (2) such transfers per thirty (30) working days and there shall be no transfers because of seniority between shifts unless the Employer approves of such transfer.

- 24.5. If employees are laid off due to a public emergency declared by Los Angeles City or County or the state or federal government for more than six (6) continuous months, it will be extended for another six (6) continuous months, expiration upon which the parties shall meet and confer on an extension of seniority and recall rights.

## **25. STEWARDS**

- 25.1. The Union may select, depending on the size of the plant, a number of Employees, but not to exceed two (2) per shift, to be duly accredited representatives in the plant, to be known as Stewards, by giving the Employer written notice of the Stewards' names. Shop Stewards shall not be discriminated against in their terms of employment by the Company on account of activities on behalf of the Union that are otherwise compliant with the Company work rules and this Agreement.
- 25.2. As part of the company's "New Employee Orientation," the new employee will be introduced to the Shop Stewards present at the facility that day.

## **26. REST PERIODS**

- 26.1. The Employer shall authorize and permit all Employees to take rest periods, which insofar as practical shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time during the first four (4) hours and ten (10) minutes during the second four (4) hours or major fraction thereof. A fifteen (15) minute break shall be given should six (6) hours or more of work occur on a Saturday a rest period need not be authorized for Employees whose total daily work time is less than three and one-half (3-1/2) hours.
- 26.2. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

## **27. BREAKDOWN - INTERMITTENT PERIODS OF IDLENESS**

- 27.1. There shall be no intermittent periods of idleness during any one (1) day, except for breakdown. In case of breakdown, Employees shall be paid during the day breakdown occurs, unless ordered to punch out; and if ordered to return to work at a stated time, and repairs are not completed, they shall be paid from the time they are ordered to work until

actual work begins. Any weekly guarantee is automatically reduced by the number of hours of idleness caused by the breakdown.

- 27.2. "Breakdown" shall be defined as the inability of an Employer to operate the plant because of any condition beyond the Employer's control; such as, but not limited to, an act of God, a fuel or power shortage, lack of supplies, earthquake, equipment malfunction, an act of Government or other similar causes.
- 27.3. Employees required to remain on the premises of the Employer, or required to hold themselves in readiness to the extent that their time cannot be used as their own, shall be paid for such time at their classification rate.
- 27.4. Employees required to work beyond their regular quitting time as a result of a breakdown shall be paid straight time their hourly rate of pay for all hours worked past their regular quitting time. A shift premium in addition to time and one-half (1-1/2) shall not be paid for any hours worked past their regular quitting time.

## **28. NO DISCRIMINATION**

- 28.1. The parties to this Agreement agree that there shall be no discrimination against any employee or any applicant for employment because of race or color, religion, sex, age, sexual orientation, gender identity or expression, genetic characteristics, or national origin, or any other class protected by state or federal law or regulation. This obligation not to discriminate includes, but is not limited to: Hiring, placement, upgrading, transfer or demotion; recruitment, advertising, or solicitation for employment; rates of pay or other forms of compensation; selection for training, and lay off or termination.

## **29. WAGES**

- 29.1. SCALES: The Wage Scales are attached as Attachment "A".
- 29.2. JOB CLASSIFICATIONS: The following job classifications shall be the only recognized classifications:
  - A. Head Washer
  - B. Uniform Press/alterations
  - C. Tumbler & Utility, Order Clerk, Soil Sort, Counters, Maintenance
  - D. All Other Production Employees
- 29.3. In the event a public emergency is declared by Los Angeles City or County or the state or federal government after the effective date of this Agreement, the Employer will meet with the union upon request to discuss hazard pay if employees are required to report to work during the emergency. This shall not obligate either party to agree to any hazard pay proposal.



### **30. PROBATIONARY PERIOD**

30.1. The Employer shall not be required to make any contributions for the Health and Welfare Trust Fund during the first thirty (30) calendar days. The Employer shall not be required to make any contributions for the Pension Trust Fund during the first ninety (90) calendar days.

### **31. DISPUTES, GRIEVANCE AND ARBITRATION**

#### 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 and arbitration procedure shall be the exclusive means for resolving grievances.

#### 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 within 10 business days of the occurrence. Any grievance not brought to the supervisor for adjustment under Step 1 may not proceed to the second step of the grievance procedure.

##### 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) business days of the occurrence. If the grievance is not reduced to writing within fifteen (15) business days it shall be considered null and void and no further proceedings shall take place.

##### Step 3.

The Union Representative, General Manager, Shop Steward and Grievant will meet and attempt to resolve the dispute with ten (10) business days after submission of the written grievance. The Company will have ten (10) business days after the Step 3 meeting to submit a written response to the Union.

##### Step 4

If the matter is not resolved at the 3<sup>rd</sup> step, an Officer of the Union, Union Representative, the Director of Operations, General Manager, Shop Steward, and Grievant shall meet to attempt to resolve the dispute within ten (10) business days after submission of the Company’s written Step 3 response. The Company will have ten (10) business days after the Step 4 meeting to submit a written response to the Union.

##### Step 5

A. If the matter is not resolved at the fourth (4th) step of the grievance procedure, the Union shall submit a written request to arbitrate to the Company within ten (10) business days following the date of the Company’s Step 4 written response. If the Union fails to submit a written request to arbitrate within this time limit, the grievance will be considered null and void. The Union and the Company shall jointly request

FMCS to submit a list of seven (7) arbitrators and the shall alternately strike names until one arbitrator remains.

- B. 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. The appointed arbitrator shall only decide one grievance at a time.
- C. It is hereby agreed that the cost of the arbitrator shall be borne equally by the Union and the Company.

### **32. STRIKES, LOCKOUTS AND PICKETING**

- 32.1. There shall be no strikes, lockouts, work stoppages or slowdowns. The Union agrees to support the Employer fully in maintaining operations in every way. Should picketing be occasioned by persons or organizations other than the Union, Employees may refuse to cross such picket lines as are lawful primary lines and are officially and specifically sanctioned or approved by all three (3) of the following: The Los Angeles County Federation of Labor, the Workers United, International Union and, the Executive Board of Workers United, Western States Regional Joint Board

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

- 33.1. Effective September 1, 2021 through August 31, 2023, the Employer shall contribute into the Laundry and Dry Cleaning Workers Local No. 52 Health and Welfare Trust ("Welfare Trust Fund") the sum of Five Hundred and Thirty Five Dollars (\$535) per month per eligible Employee. All eligible Employees shall have Twenty-nine Dollars and Fifty Cents (\$29.50) deducted monthly from their wages. Effective 9/1/22 through the remainder of the contract, eligible Employees shall have Thirty-two Dollars and Fifty Cents (\$32.50) deducted monthly from their wages. Any increase in the total per-person contributions required by the Welfare Trust Fund shall be shared 75% by Employer and 25% by Employees. Should the employee contribution portion increase by \$12.00 or more per month over the prior year, this Agreement will be re-opened for negotiations limited exclusively to this Section and to wages. Should Employer agree to pay the increase above the \$12.00 per month employee portion cap, this Agreement will not be reopened for negotiations.
- 33.2. The Employer shall be responsible for any benefits that would have accrued to an Employee if the Employer fails to make payments for an Employee as herein provided.
- 33.3. Employer shall make contributions for each employee working or reasonably expected to work thirty (30) or more hours per week by the first day of the month following thirty (30) days of employment. Employees working or reasonably expected to work thirty (30) hours or more per week become eligible on the first day of the month following the employee's sixtieth (60th) day of employment provided at least one contribution has been made on the employee's behalf.

33.4. If during the term of this agreement new legislation is passed which affects Employers' and Employees' rights and obligations regarding health care plans which would make this provision unenforceable, such legislation shall not invalidate the agreement, however, at the soonest opportunity the parties to this agreement shall re-negotiate this term alone in order to comply with such legislation.

**34. PENSION TRUST FUND**

34.1. The Employer shall contribute into the National Retirement Fund (the "Fund") a monthly sum per eligible employee as follows:

Current:	\$72.81
6/1/22	\$76.03
6/1/23	\$79.41
6/1/24	\$82.94

**35. GENERAL PROVISIONS APPLICABLE TO TRUST FUNDS AND DELINQUENCY PROCEDURES**

35.1. Each Employer bound by this Agreement hereby agrees to abide and be bound by all the terms and provisions of the Welfare Trust Fund Indenture and the Pension Trust Fund Indenture as executed and as it has been and may from time to time be amended.

35.2. An eligible Employee with respect to whom monthly contributions are required to be made shall mean:

- A. Any Employee covered by this Agreement who was employed by the Employer the first (1st) working day of the preceding calendar month and who has been on the payroll a full calendar month including the first (1st) working day of the month;
- B. Any Employee covered by this Agreement who was eligible for benefits from the Welfare Trust Fund or an eligible participant of the Pension Trust Fund within six (6) months prior to his date of hire; payments on behalf of such Employee shall be due on the first (1st) working day of the month following or coincident with his date of hire.

35.3. Trust Fund contributions (together with report forms supplied by the Trust Funds for such purposes) shall be submitted by the Employer to the Trust Funds' offices at 920 South Alvarado Street, Los Angeles, California 90006, or to such other place designated by the Trustees of the Trust Funds.

35.4. Contributions shall be made by the tenth (10th) day of the month for which payment is due. Payments not received in full by the twentieth (20th) day of the month shall be considered delinquent and subject to an amount equal to the greater of interest on the unpaid contribution at the highest rate permitted by law, or liquidated damages of twenty percent (20%) of the amount of the contribution. This amount shall become due and payable to the Trust Funds by the delinquent Employer upon the day immediately following the date on which the contribution or contributions became delinquent and shall be in addition to said contribution or contributions; provided, however, the Trustees



may waive payment of the liquidated damages, or any portion thereof, in a particular case upon good cause satisfactory to the Trustees.

- 35.5. In any suit brought by the Trustees of the Trust Funds to collect contributions, the Trustees or the Trust Funds shall be entitled to the unpaid contributions, interest on the unpaid contributions or liquidated damages, whichever is greater, reasonable attorneys' fees; costs of suit; and such other legal or equitable relief as the court deems appropriate.
- 35.6. Upon request of the Trustees the Employer shall make available such books, records and reports as the Trustees' auditor deems appropriate to determine that the Employer has made required contributions. In the event the Trustees determine that the Employer failed to make the required contributions, the Trustees may assess the Employer the cost of the audit.
- 35.7. In the event of failure by the Employer to make contributions in a reasonable amount of time, the Trustees shall take whatever action they deem appropriate. If an Employer is delinquent in payment of contributions, the Union may, after seventy-two (72) hours' written notice of such delinquency take any legal action necessary, including the right to file a grievance or the right to strike to collect such contributions, along with interest or liquidated damages, notwithstanding any other clause of this Agreement.

### **36. SICK LEAVE**

- 36.1. Employees continuously employed by the Employer for one (1) year or more shall be entitled to six (6) days sick leave per year.
- 36.2. The Employer shall comply with the minimum requirements of the Healthy Workplace, Healthy Families Act of 2014 – AB 1522. Employer may require reasonable proof of disability or sickness. Falsification of sick leave claims or proved abuse of sick leave privileges may be cause for disciplinary action up to and including discharge. Employees may use one sick day in a full-day increment per year for personal reasons that do not require proof of disability or sickness.
- 36.3. Following 90 days of employment an Employee shall accrue twenty-four (24) hours of paid sick leave for both the Employee's own sickness and to aid in the Employee's family members (children, parents, spouses, registered domestic partners, grandparents, grandchildren, siblings). Following one (1) year of employment each new Employee shall accrue an additional twenty-four (24) hours of paid sick leave. All Employees who have more than one (1) year of service shall accrue forty-eight (48) hours of paid sick leave on their anniversary dates. Accrued unused sick leave may carry over to the succeeding year but the total accrual is capped at seventy-two (72) hours. Unused sick leave will not be paid out upon termination, except for retirement.
- 36.4. Sick leave shall be integrated with any other payment such as Unemployment, Disability, or Workers' Compensation so that the total payment shall not exceed 100% of the Employee's regular rate of pay.
- 36.5. The Employer shall notify Employees of how much sick leave they have accrued and unused on the Employee's itemized wage statement or in a separate writing provided on the designated pay date with the Employee's payment of wages.

### **37. UNION LEAVE**

- 37.1. Employees covered by this contract may seek a leave for organization and educational purposes only. Any request for such leave shall be given in writing to the Employer two (2) weeks before such leave, if approved, is scheduled to commence. No Union leave may exceed ninety (90) calendar days. All leave for organizational or educational purposes must be mutually agreed upon by the Employer and the Union. During such leave the Employer will continue the seniority of the Employee on leave. Up to two (2) persons may be given leave at the same time but not from the same department or shift if the Employer has more than one (1) shift. The Employer shall have no obligation to pay wages or fringe benefits during such leave.

### **38. FUNERAL LEAVE**

- 38.1. Employees shall be eligible for one (1) day of funeral leave with pay for a member(s) of his/her immediate family. Up to two (2) additional days of unpaid leave shall be provided, if requested, when the funeral is conducted outside of the State of California. Immediate family consists of a spouse, domestic partner, parent, child (including adopted child), brother, sister, grandchild and grandparents. The Employer may request appropriate documentation of death. Employees may use accrued unused sick pay, vacation, or Anniversary Day Holiday to receive pay for additional funeral leave or any portion.

### **39. ETHNIC DIVERSITY**

- 39.1. The parties recognize that many recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of Employees to use the language of their own choice among themselves.
- 39.2. The Employer agrees to distribute information regarding available English as a Second Language (ESL) which is distributed by the government or/and provided by the Union to the Employees and may provide space on the Union bulletin board to that end.
- 39.3. In the event that an Employee expresses that he/she is experiencing difficulty understanding English in a situation involving a dispute on the shop floor, a possible grievance, possible confusion about work duties and responsibilities, or necessary clarification of questions arising out of this agreement, he/she may request the assistance of a translator of his/her choice, as long as such translator is on the premises.

### **40. IMMIGRATION PROTECTION**

- 40.1. Discharge or suspension of Employees based on information regarding their immigration status. If the Employer is legally required to suspend or discharge an Employee on account of information and/or documentation obtained concerning his/her, eligibility to work in the United States, the Employer shall re-instate to the Employee's former position any such suspended or discharged Employee who provides sufficient proof of

eligibility to work in the United States within one (1) month. Any such Employee who returns to work within one (1) month will be entitled to any open position for which they are qualified. If there are no open positions available the Employee shall be placed on layoff status with all the rights of any laid off Employee.

- 40.2. In the event the Employer is served with a validly executed Search and Arrest warrant the Employer shall to the extent possible, arrange for questioning of Employees to occur in as private a setting as possible in the workplace.
- 40.3. The Employer shall grant Employees excused absences, when given one weeks' prior notice for the following: To attend any appointments scheduled by the Department of Homeland Security, with respect to immigration status of the Employee, spouse, child or parent. The Employer may require proof of the appointment and proof of family relationship.
- 40.4. The Employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.
- 40.5. The Employer shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes names, addresses, and social security numbers.
- 40.6. If an Employee requests that the Employer change her/his records regarding her/his name or social security number, and the Employer can lawfully do so the Employer will do so and the change will not prejudice the Employee's seniority or other rights under this agreement.
- 40.7. Should a Homeland Security agent demand entry into the Employer's premises or the opportunity to interrogate, search or seize the person or property of any Employee, the Company will comply with the Immigrant Worker Protection Act, AB450.
- 40.8. The Union and the Company agree that this section shall not be interpreted to cause or require the Company to violate any other applicable law(s).

#### **41. RESPECT AND DIGNITY**

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

#### **42. LABOR-MANAGEMENT COMMITTEE**

- 42.1. There is hereby established a Labor-Management Committee.
- 42.2. The Committee may be called to order by the Union or the Employer. The party calling the meeting must submit an agenda in advance of the meeting, and only those items listed in the agenda will be addressed at the meeting. Neither party may call for a Labor – Management Committee meeting more than once each calendar month.
- 42.3. It is agreed and understood that this Committee acts in an advisory capacity and does not have the authority to change, modify or add to this Agreement.

#### **43. GENERAL SAVINGS CLAUSE**

- 43.1. It is the intent of the parties hereto to abide by all applicable federal and state statutes covering the subject matter of this Agreement. Should any provision of this Agreement be determined to be contrary to any federal or state law, all other provisions of this Agreement shall remain in force and effect, and substitutions for the invalid provision or provisions shall be immediately negotiated.
- 43.2. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the Company and the Union and between the Company and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the Company. Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

#### **44. DURATION OF AGREEMENT**

- 44.1. This Agreement shall become effective September 1, 2021 and shall remain in effect until August 31, 2024, and from year to year thereafter, unless written notice is given sixty (60) days prior to the expiration date, by either party that such party intends to terminate, modify or amend this Agreement on the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Los Angeles,

California this \_\_\_\_ day of \_\_\_\_\_, 2022.

Workers United, Western States Regional  
Joint Board, Local 52

YEE YUEN LAUNDRY & CLEANERS, INC.

By *María Rivera* 1/25/22  
María Rivera, Regional Manager

By \_\_\_\_\_

By *Evelyn Zepeda*  
Evelyn Zepeda, Deputy Manager

By *David Muel* 1/25/2022  
Title President

ATTACHMENT "A"

WAGE AND CLASSIFICATIONS  
YEE YUEN LAUNDRY & CLEANERS, INC.

<u>CLASSIFICATIONS</u>	<b>WAGE RATE PER HOUR EFFECTIVE</b>		
	<u>9/1/21</u>	<u>07/01/22</u>	<u>07/01/23</u>
HEAD WASHER	\$16.40	\$16.70	\$17.05
UNIFORM PRESS/ALTERATION, ORDER CLERK	\$15.70	\$16.00	\$16.35
TUMBLER & UTILITY, SOIL SORTER, RECEIVERS, MAINTENANCE	\$15.55	\$15.85	\$16.20
ALL OTHER PRODUCTION WORKERS	\$15.45	\$15.75	\$16.10

New Employees are defined as an Employee not previously employed by Yee Yuen Laundry & Cleaners, Inc.

New Employees shall be paid at twenty percent (20%) less than the classification rate in which they work. On their first (1st) anniversary date, they shall be paid ten percent (10%) less than the classification rate in which they work. On their second (2nd) anniversary date they shall be paid the classification rate.

In the event the applicable minimum wage is increased during the period of this Agreement to an amount higher than the rate set forth herein for the Employee, the Employee will be paid at the higher rate.



## ATTACHMENT B

### ATTENDANCE POLICY

09/01/2015

#### ABSENTEEISM

The company expects that you will be present and ready for work every day you are scheduled to work. Absences from the workplace, especially unplanned absences, can cause hardship for the company and your fellow employees. If you are ill or an emergency arises that prevents you from coming to work as scheduled, you are to notify your Employer of your absence as soon as possible, but no later than sixty minutes before your scheduled work shift starts. If you are unable to reach Management directly at that time, you must leave a voice mail. As a courtesy, it is requested that you call back during normal working hours to speak with management.

If you need to be absent for other than an emergency, you should request the time off as early as possible from your supervisor, generally, as soon as you know the time off will be needed. Failure to provide your supervisor and/or your Employer with sufficient notice prior to an absence may result in the requested time off being denied, or being classified as an unexcused absence.

**Excused Absences:** An employee's absence is considered excused if covered by policy (this includes sick days, pre-approved vacation, military leave, union leave, jury duty and other required court appearances substantiated by subpoena or other appropriate court documentation, one DMV appointment per year substantiated with appropriate documentation, funeral leave, on-the-job injury that has been properly reported and approved for compensation, absences falling under the Family Medical Leave Act or the California Family Rights Act provided they are properly certified, layoffs, plant shutdowns or temporary closures, and any leave explicitly exempted from discipline by Federal or California State law) and the employee provides appropriate and timely notification deemed satisfactory to the Supervisor, or other individual designated by the company. Simply notifying your supervisor that you will be absent does not mean that the absence is excused. Employees must use vacation or sick leave as appropriate for excused absences if the Employee has vacation or sick leave available.

**Unexcused Absence:** An employee's absence is unexcused when an employee fails to call in, gives late notice, fails to give reasonable advance notice when possible for an absence which could be anticipated, exceeds the number or length of absences as defined by policy (i.e. sick leave, vacation, etc.), provides an invalid reason for absence, refuses to work overtime after being notified in accordance with Section 16.4 that overtime is necessary, or is absent after having a request for an excused absence denied for the date. After one Unexcused Absence, Employees are subject to discipline, up to and including termination consistent with the Collective Bargaining Agreement, for any subsequent unexcused absence occurring within twelve months of the initial unexcused absence.

**Patterned Absenteeism:** Patterned Absenteeism is defined as: a pattern of taking excused or unexcused absences before or after scheduled weekdays off, weekends off, holidays off, payday and/or before or after scheduled excused absences. Examples of patterned absences include consistently calling in sick on a Mondays, or consistently being absent the day before or after a holiday. Also, patterned absenteeism occurs when an employee repeatedly leaves work early (excused or unexcused) or uses vacation or sick leave at a rate that is excessive. Patterned Absences are subject to disciplinary action up to and including termination consistent with the Collective Bargaining Agreement.

**Job Abandonment:** Any Unexcused Absence without notice of two or more consecutive days shall be

considered job abandonment. Job abandonment will be considered both a voluntary resignation by the employee and gross misconduct and will result in immediate termination of employment. Employees so terminated will be given a reasonable opportunity to show that their absence should have been an Excused Absence, and the employee's failure to give notice was reasonable given the circumstances (such as an emergency hospitalization in which the employee was unable to give notice), and upon such showing will be reinstated.

If you are absent due to illness for three (3) consecutive days, the Company reserves the right to require a doctor's certificate releasing you to return, with or without restrictions, before you return to work. Unless you have made arrangements with your supervisor, you should call your supervisor each day of your absence.

### **TARDINESS**

You are expected to report to work on time and on a regular basis. Tardiness is defined as an employee who is not at his/her assigned workplace prepared to work at the beginning of his/her scheduled work time or after meal and break periods. An employee is expected to immediately proceed to work after clocking in on the time clock. Tardiness of more than one hour after the employee's shift start time, or leaving work more than one hour prior to the employee's shift ending time, will be considered an absence for disciplinary purposes only.

If you are going to be late for work, you are to notify your supervisor or Employer as early as possible and no later than one-half hour of the time you are-scheduled to begin work. Simply notifying your supervisor that you will be tardy does not mean that the tardiness is excused. Your supervisor, or other individual designated by the company may make a determination as to whether the reason for tardiness justifies the tardiness being "excused".

Tardiness shall not be excused if the reason for the tardiness is foreseeable or expected or is within the control of the employee.

For example, tardiness will not be excused if the employee overslept, if an appointment which the employee made to occur before work or at a meal period runs late, or if an employee fails to advise YYL of a previously scheduled appointment. Generally tardiness will not be excused if the employee is caught in traffic in that it is the employees' responsibility to properly evaluate the time it will or may take to get to work. A pattern of tardiness caused by repeated, frequent or recurrent issues will not be excused.

An employee's failure to notify their supervisor that they will be tardy prior to the start of the work shift will automatically deem the tardiness unexcused.

**Excessive Tardiness:** Excessive tardiness will be defined as more than four (4) instances of tardiness in a twelve (12) month period. Excessive tardiness will result in disciplinary action up to and including termination and shall be consistent with Part 4 of the Collective Bargaining Agreement.