

Agreement Between

Communications Workers of America
Local 4818

And

RASTA'S CUSTOMS, LLC

Kokomo, IN

Effective: November 15, 2024 through December
31, 2025

If an agreement has not been reached by the day upon which this agreement expires, the terms and conditions of this agreement shall remain until a new one is reached or other action is authorized by the Communications of America. Printing, Publishing and Media Workers, CWA, or by the employer signatory thereof.

RECOGNITION

1.01. The Employer hereby recognizes the Union as the exclusive bargaining representative of all employees of the Employer, wherever the work is performed.

GENERAL LAWS/RULES

2-01. It is understood and agreed that the General Laws of the Communications Workers of America / Printing, Publishing and Media Workers in effect at the time of signing this agreement, not in conflict with law or this agreement, shall govern relations between the parties on conditions not specifically enumerated herein.

2-02. Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with law or this agreement by any chapel or by the Union for the conduct of its own affairs.

2-03 Each employee covered by this Agreement will, on the 31st day following commencement of employment or following the effective or execution date of this Agreement, whichever is later, can become and remain a member of the Union to the extent of tendering to the Union the periodic dues uniformly required for retention of membership in the Union.

2-04 The Employer and the Union will comply with applicable laws regarding non-discrimination in employment.

2-05 All employees newly hired or rehired after termination of their employment shall be regarded as probationary employees until completion of thirty (30) calendar days.

2-06 The Employer agrees to deduct each week from the wages of the employees covered by this Agreement such Union dues and fees as the Union certifies to the Employer from such employees. Provided, however, that the Employer will make such deductions from the wages of the employees who submit to the Employer written authorization to do so. Said authorization shall be irrevocable for a period in excess of one (1) year, unless it is revoked by written notice not sooner than twenty (20) days nor later than ten (10) days prior to the expiration of such one (1) year period, to both the Employer and the Union by registered mail. The Union will provide to eligible employees the dues check-off authorization form which shall be used by employees authorizing the deduction provided for by this section. Amounts deducted shall be paid over to the Union no later than the fifth day of the following month in which the deduction is made, 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 such employee.

STRUCK WORK

3-01. The Employer agrees not to require employees to execute any work received from or destined for another employer whose employees are locked out or on a strike authorized by the Communications Workers of America / Printing, Publishing and Media Workers under circumstances which make the Employer an ally of such other employer, and such work shall not be within the scope of the employment of employees covered by this agreement.

PICKET LINE

4-01. No employee covered by this agreement shall be required to cross a picket line established because of an authorized strike by any local union of the Communications Workers of America/Printing, Publishing and Media Workers.

GRIEVANCE PROCEDURES

5-01. Should differences arise between the Company and the Union regarding the interpretation or application of any of the terms or provisions of this Agreement or should any other grievance or dispute appear, such matters shall be processed according to the grievance procedures set forth in this Section. The Company and the Union recognize and confirm that the grievance procedures set forth in this Section, and, where applicable, "Mediation", "Arbitration" and "Expedited Arbitration" set forth in the Sections following, provide for the mutually agreed upon forums for resolution and settlement of any disputes under the terms of this Agreement. It shall be the objective of both the Company and the Union to settle any grievance promptly and at the lowest step of the grievance procedure.

5-02 Any individual employee or group of employees shall have the right to present grievances to the Company and to have such grievances addressed, without the intervention of the Local Union, so long as the settlement is not inconsistent with the terms of this Agreement or any Local agreement and provided that the Local Union has been given an opportunity to be present at such settlement. Such grievances may only be assessed at the first step of the grievance procedure.

5-03 Discussion or Settlement of Grievance:

(A) When an employee has referred a grievance to the Local Union and the Local Union Representative has informed the Company that the Local Union represents that employee, the Company shall not discuss or settle such grievance directly with said employee initiating the grievance.

(B) The grievance procedure shall consist of two steps:

Step 1 - A grievance shall be presented to the General Manager to whom the aggrieved employee or affected employee group directly reports. All grievances shall be submitted in writing on a form mutually agreed upon by the Company and the Union.

Step 2 - Notice of a grievance appeal shall be made in writing to the business owners, or other designated representative if mutually agreed to, of the department or manager to which the aggrieved employee or affected employee group directly reports.

(C) Any resolution of a grievance at Step 1 or 2 shall be final and binding for the particular grievance involved, however, a resolution at Step 1 or 2 shall not be used as a precedent by either Party.

5-04 Time and Method for Filing Grievances and Appeals:

(A) No grievance or appeal shall be evaluated by the Company, except for special circumstances agreed upon by both the Union and the Company, unless the grievance has been timely and properly filed as follows:

(1) A grievance must be presented by the Local Union at Step 1 within forty-five (45) days of the action, or as may be mutually agreed.

(2) In the event the grievance is not resolved at Step I and the Local Union wishes to further appeal, such appeal must be made by the Local Union in writing at Step 2 within thirty (30) days of the receipt of the Company's determination at Step 1.

(3) All time limitations set forth in this Section may be extended upon mutual consent of both Parties.

(B) At each step, grievances shall be either settled, recessed to a mutually agreed date or appealed to the next higher step. The position of the Company at Steps 1 and 2 shall be given to the Union within fourteen (14) days of the close of the grievance meeting(s), or within a mutually agreed upon later date. Where no decision by the Company is received by the Local Union within the time period described herein, the grievance shall be considered denied by the Company and the Union may appeal to the next step.

(C) Upon mutual agreement of the Parties, any single grievance may initially be heard at the second step of the grievance procedure without having been heard at Step 1.

5-05 Grievance Meetings:

A meeting at any step of the grievance procedure shall be held promptly and not later than thirty (30) days after presentation of the grievance or notice of appeal unless the Parties mutually agree to a later date. A meeting at any step of the grievance procedure may be recessed and reconvened at a later date if the Parties mutually agree.

5-06 Discipline for infractions cannot occur after 21 days from when the infraction took place.

OVERTIME RATE—WORKWEEK

6-01. All work performed in excess of forty (40) hours in any week shall be paid for at one and one-half (1 ½) times the employee's regular rate. In weeks in which a holiday occurs or is celebrated Monday through Friday, time and one-half (1 ½) shall be paid for all hours worked in excess of thirty-two (32) hours. Any differences of opinion that might arise between the parties over the application and enforcement of such provisions shall be subject to the grievance procedures provided for elsewhere in this agreement.

LUNCH PERIOD

7.01. A Full time employee who is working more than six (6) hours per day will be permitted up to one (1) hour of unpaid lunch period.

HOLIDAYS

8-01 The recognized company holidays are:

New Year's Day
Memorial Day
Juneteenth
July 4th
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
or days Legally observed as such

The holiday shall begin at 12:01 A.M. on the holiday or day legally observed as such and continues for the succeeding 24 hours. All full time employees forced to work on the above-named holidays shall receive one and one half (1 ½) times their basic hourly wages. Furthermore, to qualify and receive holiday pay, employees must work the scheduled hours of the day preceding the holiday and the scheduled hours following the holiday, unless such failure to work is excused by a doctor.

Whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling. Any shift which begins on a holiday, or day legally observed as such, shall be considered a holiday shift. The regular starting time of any shift shall not be changed to avoid holiday pay or the holiday premium rate of pay. Should a holiday fall during an employee's vacation they shall be granted an additional day off with pay or shall receive an additional day's pay in lieu thereof

8-02 Full time employees regularly scheduled forty (40) hours per week will receive three (3) paid holidays each year; July 4th, Thanksgiving Day, and Christmas Day

FULL SHIFT

9-01. No employee shall be paid for less than a full shift except when discharged for cause or excused at their own request or acts of God.

SANITARY REGULATIONS

10-01. The Employer agrees to furnish a clean, healthful, sufficiently ventilated, and properly heated and lighted place for the performance of all work; and all machines or apparatus from which dust, gases or other impurities are produced or generated shall be equipped in such a manner as to protect the health of employees.

PTO

11-01. Regular full-time employees (scheduled 40 hours per week) who have one (1) year and less than four (4) years of service with the Employer shall be entitled to twenty-five (25) hours of PTO with pay. Employees having four (4) years but less than nine (9) years of service shall receive forty (40) hours of PTO for each year of service. Employees having nine (9) years or more of service shall receive sixty (60) hours of PTO with pay. PTO pay is recognized as deferred wages and shall be paid in full to any employee whose employment ceases for any reason on a pro rata basis.

WAGES AND HOURS

12-01. Eight (8) hours shall constitute a day's work; five (5) days shall constitute a week's work.

12-02. All wages for current employees as of the signing of this agreement, shall be increased no less than 3% upon the signing of this Agreement.

12-03. Employer reserves the right to provide a quarterly performance bonus in the event certain milestones (determined by the employer) are met. The bonus will range from \$100 - \$2,000 per Employee. The amount and dispensation of such bonuses rests solely with the Employer.

UNION ACTIVITIES

13-01. There shall be no discrimination against any employee because of membership or activity in the Union. There shall be no interference by the Employer with the internal affairs of the Union.

NO DISCRIMINATION

14-01. Employees shall be employed without discrimination as to age, sex, race, creed, color, religion, national origin. The Employer's hiring standards shall not exceed those required to perform the job being filled.

PRIORITY/SENIORITY PROTECTION

15-01. When any employee is ill or incapacitated the employee shall not suffer loss of job or priority/seniority standing for the duration of such illness or incapacitation.

15-02. Any employee engaged to serve the Communications Workers of America, a local union, or to perform work in the interest of the organized labor movement, shall be granted an unpaid leave-of-absence and shall not suffer loss of job or priority/seniority standing while so engaged.

BULLETIN BOARD

16-01. The Employer agrees to provide space for a bulletin board suitably placed for the use of the Union.

SUCCESSORSHIP CLAUSE

17.01. This agreement shall be binding upon the Union and the Company, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this agreement. As a condition of sale or other transfer of the business covered by this agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this agreement.

EVALUATIONS

18.01 Employees will be given an annual evaluation by the General Manager. The purpose of this evaluation is to keep the employee informed on how they are doing within the workplace. The evaluation will be for information only and will not determine wages.

SUBCONTRACTING

19-01. Provided, however, any work subcontracted shall not bear the Union Printing Label assigned to this shop, and shall only bear the Union Printing Label assigned to the shop conducting the actual production of the job

PARTIES TO THE AGREEMENT

It is agreed that the only parties to this agreement are the Employer and the Union. It is further agreed that the approval of this agreement by the CWA / Printing, Publishing and Media Workers as complying with its laws does not make it a party hereto.

Signed this _____ day of _____, 2024

For the Employer:
Rasta's Customs, LLC

For the Union:
CWA Local 4818

(print name & title)

(print name & title)

(signature)

(signature)