

# Eaze/Stachs – Contract Fact Sheet and Comparison

Your union bargaining committee recommends:

## VOTE “Yes”

to accept the Agreement

### Wage Scale – Effective Date of Ratification

<b>Hourly Base Rates of Pay</b>			
<b>Retail and Delivery Sales Associates</b>			
<i>Tenure (months)</i>	<i>Year 1 - Effective Upon Ratification</i>	<i>Year 2</i>	<i>Year 3</i>
0-5	Min.* +\$0.25	Min.* +\$0.25	Min.* +\$0.25
6-11	Min. +\$0.75	Min. +\$0.75	Min. +\$0.75
12-23	Min. +\$1.00	Min. +\$1.00	Min. +\$1.00
24-35	Min. +\$1.75	Min. +\$1.75	Min. +\$1.75
36+ **	Min. +\$2.50	Min. +\$2.50	Min. +\$2.50
<b>Inventory and Depot Associates including Retail Leads</b>			
<i>Tenure (months)</i>	<i>Year 1 - Effective Upon Ratification</i>	<i>Year 2</i>	<i>Year 3</i>
0-5	Min.* +\$1.25	Min.* +\$1.25	Min.* +\$1.25
6-11	Min. +\$1.75	Min. +\$1.75	Min. +\$1.75
12-23	Min. +\$2.00	Min. +\$2.00	Min. +\$2.00
24-35	Min. +\$2.75	Min. +\$2.75	Min. +\$2.75
36+ **	Min. +\$3.50	Min. +\$3.50	Min. +\$3.50
*Min. refers to the local Minimum Wage in effect at the location of the driver's delivery depot up to a total maximum hourly rate of \$21.00 for Retail and Delivery Sales Associates and \$22.00 for Inventory, Depot Associates including Retail Leads.			

### Wage Scale – Example

- Driver hired on May 1, 2023, would have 11 months of experience at the time the contract is being voted on. Therefore, their payrate would be minimum wage, which is currently \$16.78 + \$.75 = \$17.53. On May 1st, 2024, they would reach their 12-month anniversary and their payrate would adjust up to \$16.78 + \$1.00 = \$17.78. On July 1, 2024, the City of Los Angeles minimum wage increases to \$17.28, so the same employees adjusted pay rate would be \$17.28 + \$1.00 = \$18.28.
- Employee was hired on February 1st, 2022, as a Depot Associate. They would have 26 months of experience as of 4/20/2024. After ratification, their payrate in Los Angeles would be minimum wage + \$2.75. Minimum wage is currently \$16.78 per hour, so pay rates would be \$16.78 + \$2.75 = \$19.53.

## Summary of Key Benefits

Article Number and Issue	Tentative Agreement	Current Situation (without Union Contract)	Comparison / Explanation
<b>Mileage Reimbursement</b> Section 15	<p>\$0.45 per mile on reimbursement.</p> <p>Developing a committee that shall meet for next 120 days, including union, union members, company and independent experts to examine the actual costs of operating vehicle relative to the reimbursement rate. Seek to modify the rate consistent with actual costs.</p> <p>If committee can't reach a decision, can be resolved through grievance and arbitration process in the contract.</p>	<p>No guarantees around mileage reimbursement.</p> <p>Current rate of \$.40 cents per mile.</p>	<p>\$.05 (12.5%) increase in current mileage reimbursement rate.</p> <p>Develop process to make sure that mileage is being appropriately reimbursed for moving forward, likely implementation of that change within 120 days of ratification of the contract.</p>
<b>Minimum Hours</b> Section 5.1 – 5.3	<p>Full-time employees shall be scheduled for 40 hours per week, and work a minimum of 35 hours per week on average.</p> <p>Part-time employees are guaranteed to be scheduled twenty (20) hours per week.</p> <p>If additional hours become available, part-time employees can request those hours and those requests shall be granted by seniority.</p> <p>If part-time drivers average hours consistent with full-time hours between Jan 1 – June 30, or July 1 – Dec 31 each year, company will review their average hours and if they have average full-time hours should be reclassified as full-time as long as their availability meets requirements in Section 5.4 (or unless employee wants to maintain their part-time or flex status).</p>	<p>No guarantee of hours.</p>	<p>Creates certain around minimum number of hours per week for employees.</p> <p>Assures that employees who are driving full time hours for 6 month periods gain full-time status and protections.</p>
<b>Schedule Posting</b> Section 5.7	<p>Contract guarantees that the Employer shall post a work schedule extending two (2) weeks out for all employees, with confirmation of start and finish of shifts not later than five o'clock</p>	<p>No guarantees around schedule posting.</p>	<p>Creates certainty around schedule posting. Even if current manage posts schedule in advantage, this</p>

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	(5:00pm) one week in advance for the following workweek. In other words, on 10/23/2023 the schedule for 10/30 through 11/12/2023 was posted.		helps to assure that doesn't change with future managers.
<b>Holiday Pay</b> Section 11	<p>The following days recognized as paid holidays and if you work a shift on these days you will be paid at 1.5x normal pay rate: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day.</p> <p>No holiday pay if not working on the holiday, but employees can use their floating holiday or their vacation time to supplement.</p> <p>Holiday scheduled on a volunteer basis, and if not enough employees volunteer to work, they shall be assigned by inverse seniority.</p> <p>Two "floating holidays" which can be scheduled 30 days in advance, for religious observances, employee's birthday, etc. On floating holiday employees will be scheduled off and receive pay as if they had worked their shift.</p>	<p>Current holiday pay policy doesn't include, Labor Day, Christmas Eve, or Day After Thanksgiving.</p> <p>PT employees not eligible for holiday pay currently.</p> <p>Holiday scheduling not subject to seniority.</p>	<p>3 additional paid holidays (if working).</p> <p>Part time now eligible for holiday pay.</p> <p>Seniority protections in scheduling Holidays.</p>
<b>Protections on the Job</b> Section 7, Section 8	<p>Establishes a requirement for "just cause" and progressive discipline for employees to receive discipline and / or be terminated.</p> <p>Creates a "grievance" procedure which allows employees to contest discipline that they disagree with and / or other violations of the contract. Allows union to investigate on behalf of member and requires company and union to advance process in a timely manner. If company and union cannot agree to settle a grievance, can be resolved via decision by an independent arbitrator.</p>	<p>Employees are "at will", meaning that the company is not required to have "just cause" or engage in progressive discipline process to terminate employees.</p>	<p>Create more job security and a fair process to address concerns related to discipline on the job.</p> <p>Creates a time sensitive mechanism to resolve disputes around interpretation of the contract.</p>

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<p><b>Leave of Absence</b> Section 9</p> <p>Section 9.6 Union Leave of Absence</p>	<p>Allows full-time employees ability to take up to 5 days of paid bereavement time, part-time and flex employees up to 2 days of paid bereavement time in the case of the death of family members.</p> <p>Allows employees to take leave of absence and work for the union during that leave of absence.</p>	<p>No requirement for paid time off in the case of death of a family member.</p>	<p>Allows employees time off (not counting sick or vacation time) to deal with impacts of death of family members.</p> <p>Allows employees opportunity to learn about union and protect job status.</p>
<p><b>Sick Time</b> Section 10</p>	<p>Employees accrue sick time as both part-time and full-time. Every 30 hours of work accrue 1 hours of sick time. Can now accrue up to 100 hours of sick time, or 12.5 days of sick time. Accruals only stop once maximum hours are reached.</p>	<p>Only required to allow a cap of up to 40 hours per year. Limited to 80 hours of roll over per year.</p>	
<p><b>Health Insurance</b> Section 16</p>	<p>Employer will continue to provide existing health benefits and health benefits plans for the term of agreement. Guarantees employer contributions consistent with the contract.</p>		
<p><b>Vacation</b> Section 12</p>	<p>Employee begin accruing vacation from moment of hire, and can use after 90 days. Progressively increasing amount of vacation time based on years of service with the company.</p> <p>For employee from hire date to 12 months, .02 hours per hour worked, which equals up to 41.6 hours for full time employee in a year. From 12 mos – 36 mos, .0385 per hour worked, which equals up to 80 hours per year for full time. From 37 – 60 mos, .058 vacation accrual per hour worked, which equals up to 120 hours per year for full time. And for employees with 61 months + of experience, they would earn at .077 hours per hour worked, or up to 160 hours per year.</p> <p>Employee can roll over 40 hours from Year 1, 120 hours per year from Years 2 – 3, 180 hours per year from 4 – 5, and after 5 years</p>	<p>Accruals of vacation fixed at a lower rate.</p> <p>Not the same progressive increases with more experience.</p>	<p>Additional vacation accruals for employees with more seniority.</p> <p>Protected vacation accruals moving forward for terms of contract (can't be unilaterally changed by employer)</p>

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	<p>they can roll over 240 hours.</p> <p>Seniority date for purposes of vacation accrual shall be based on original hire date (e.g. if hired in March of 2019, employee would accrue at the rate of 37 – 60 months starting upon ratification).</p>		
<p><b>Voice in the Workplace</b></p> <p>Joint Labor Management Committee, Section 2.11</p> <p>Safety Committee, Section 2.5.1</p> <p>Shop Steward, Section 2.10</p> <p>Section 2.8 Union Orientations</p>	<p>Allows union, employer and union members to create Joint Labor Management committee, where union members representatives from each shop across CA can meet with corporate representatives to address issues on a quarterly basis.</p> <p>Requires union and employer and union member to develop a safety committee that can work to cooperatively address issues of safety in the workplace, including driver safety.</p> <p>Allows union to designate shop steward(s) who are designated representatives amongst co-workers that can enforce the contract and work to address issues of concern on behalf of their coworkers with management.</p> <p>Each employee is entitled to an “on the clock” orientation to understand their rights as union members in the contract.</p>	<p>No such structures or roles currently exist.</p>	<p>Create opportunities for employees to address concerns related to the job with both local management and corporate staff.</p>
<p><b>Employee Discount</b> Section 13</p>	<p>Employees are now guaranteed \$25 credit per month for all products sold on the EAZE app. If employee credit isn't used, will be added to the next month, capped at \$150.</p>		<p>Adds a guarantee related to a monthly credit.</p>
<p><b>Cell Phone Reimbursement</b> Section 14</p>	<p>If an employee is using cell phone for work, \$75 reimbursement per month for full time delivery employees, and \$35 per month for part time delivery employees, and \$10 per month for flex drivers.</p> <p>Other full-time employees (non-drivers) reimbursed \$50/ month, and non driving part-time employees reimbursed \$25/ month.</p>	<p>Current practice of \$12.50 per pay period for full time and \$7.50 per pay period for part time employees.</p>	<p>Greatly increases available cell phone reimbursement</p>

<b>Article Number and Issue</b>	<b>Tentative Agreement</b>	<b>Current Situation (without Union Contract)</b>	<b>Comparison / Explanation</b>
<b>Seniority</b> Section 6	Language assures that seniority is based on employees initial hire date with Eaze / Stachs, not date of ratification of contract.  In case of layoffs, requires employees to lay-off part time employees first, than by reverse seniority.	No language protecting seniority in layoffs.	Create a fair system to protect long term employees in case of layoffs.
<b>Recognition and Union Security</b> Section 1 and 2	Recognizes the union as the bargaining agent for union eligible employees.  Requires employees to join union if contract is authorized.		Assures that future changes to employee's work condition should be negotiated with union in advance.
<b>Terms of the Agreement</b> Section 18	3 year contract, which if ratified on 4/19/24 would go into effect 4/20/24 and would expire on 4/19/27		At time of expiration, company and union meet to update the terms of the agreement and then any changes are voted on by union members in subsequent elections.
<b>Labor Peace</b> Section 19	During terms of agreement, members and union agree not to strike and company agrees not to lockout employees.		Assures labor peace during the terms of this agreement