

The Carwash Workers Organizing Committee of the United Steelworkers International Union has developed the following model contract to reflect the goals it would aspire to achieve through collective bargaining with a carwash once a majority of workers at that carwash designate the Union as their exclusive bargaining representative.

Model Carwash Agreement

AGREEMENT

This Agreement is made and entered into on [date], by and between [Carwash] (hereinafter the "Carwash"), and the United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC on behalf of its Carwash Workers Organizing Committee (hereinafter the "Union"), who together are hereinafter referred to as the "Parties."

ARTICLE I - RECOGNITION

101. The Carwash recognizes the Union as the exclusive bargaining representative for all employees (also referred to herein as workers), excluding supervisors and guards, at its [address(es)] facility(ies).

ARTICLE II - WAGES AND HOURS

201. The Carwash shall comply with all local, state, and federal law respecting employees' wages and hours.

202. Any worker who, prior to the effective date of this Agreement, earned a regular rate of pay that exceeded the legal minimum, shall receive a two percent (2%) increase in that rate as of the effective date of this Agreement. Any worker who, prior to the effective date of this Agreement, earned a regular rate of pay of less than or equal to the legal minimum, shall be paid at two percent (2%) above the legal minimum as of the effective date of this Agreement.

203. Scheduled hours of work shall be assigned fairly.

ARTICLE III - HEALTH & SAFETY

301. The Carwash shall comply with all local, state, and federal law respecting occupational safety and health.

302. The Carwash shall furnish workers with all safety equipment required by law to protect them from workplace hazards.

303. The Carwash agrees to establish, implement, and maintain an effective injury and illness prevention program as required by law, including trainings for all workers concerning workplace hazards and safe work practices.

304. The Carwash shall not discriminate against any worker in the terms or conditions of the worker's employment for notifying the Carwash of a workplace hazard, making an oral or written complaint to any state or federal agency about matters of occupational safety and health, participating in a health and safety committee at the Carwash or in the Union, or refusing to perform work that would pose a real and apparent hazard to the worker or a co-worker.

ARTICLE IV - DISCIPLINE

401. The Carwash shall not discipline or discharge workers covered by this Agreement without just cause.

ARTICLE V - GRIEVANCE AND ARBITRATION

501. Should any dispute arise between the Carwash and Union as to the meaning or application of this Agreement, an earnest effort shall be made to settle the dispute. Before initiation of the formal grievance procedure described below, the Union should make known to the Carwash the nature of the potential grievance and the parties should attempt to resolve the matter informally. If an agreeable solution is not reached within a reasonable period of time, the Carwash and Union shall abide by the following procedure.

501A. **FIRST STEP:** The grievance shall be reduced to writing and submitted to a designated representative of the Carwash. Within seven (7) days of receipt of the written grievance, the Carwash shall provide the Union with a written response to the grievance.

501B. **SECOND STEP:** If no agreement is reached in the First Step, the Carwash and Union shall schedule a meeting to discuss the grievance further. The individual grievant or grievants, if any, shall be entitled to attend the meeting, together with Union and Carwash representatives. This Second Step meeting shall be convened within fourteen (14) days of the date of the grievance. Within seven (7) days of this Second Step meeting, the Carwash shall provide its position concerning the grievance to the Union in writing.

501C. **THIRD STEP:** If no agreement is reached in the Second Step, the Union may, upon written notice to the Carwash, appeal the grievance to arbitration. The Carwash and Union shall attempt to select an arbitrator to hear the grievance by mutual agreement. If, within seven (7) days of the date of the Union's written appeal to arbitration, the parties are unable to agree on an arbitrator, the Parties shall select an arbitrator from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service, all of whom shall be members of the National Academy of Arbitrators with their principal office located within 125 miles of the site of the dispute. The Parties shall take turns striking the names of arbitrators, with Carwash striking the first name and the Union the second name and so on, until one name remains, with that person deemed to be selected as the arbitrator. The arbitrator shall rule on the dispute and the arbitrator's decision shall be final and binding on the Parties. The cost of selecting and using the arbitrator will be borne equally by the Carwash and Union.

502. While all disputes arising under this Agreement are subject to the grievance and arbitration procedures of this Article, nothing in this Agreement shall be construed to impair or otherwise affect the rights afforded workers by state or federal statute, or to limit the right of workers to seek relief for violations of their statutory rights in a judicial or administrative forum.

ARTICLE VI - NO PICKETING, NO STRIKES, NO LOCKOUTS

601. The Union agrees that there shall be no picketing, and no strikes or other interruptions of work, by any of its members during the term of this Agreement. The Carwash agrees that it shall not lockout any of the workers covered by this Agreement during the term of this Agreement. All disputes arising under this Agreement shall be settled in accordance with the Grievance and Arbitration Article of this Agreement.

ARTICLE VII - UNION MEMBERSHIP

701. It shall be a condition of employment that all workers covered by this Agreement who are or become members of the Union, or who, in lieu of Union membership, pay service charges to the Union, shall either remain a member in good standing of the Union or satisfy the financial obligations identified in Paragraph 703 below, and all other workers covered by this Agreement who were hired before or on its effective date, shall, within thirty-one (31) days of the effective date of this Agreement, either become a member in good standing of the Union or satisfy the financial obligations identified in Paragraph 703.

702. It shall also be a condition of employment that all workers who are hired into or otherwise come to occupy a position covered by this Agreement after the effective date of this Agreement, shall, within thirty-one (31) days of the beginning of such employment, become a member in good standing of the Union or satisfy the financial obligations identified in Paragraph 703 below.

703. Workers who are subject to Paragraph 701 or 702 above and who elect not to be a member in good standing of the Union, can satisfy their financial obligations under Paragraphs 701 and 702 above by paying service charges to the Union in an amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

704. Workers who fail to comply with the requirements of Sections 701 and 702 above, shall, upon proper and lawful notice of such intended action in writing from the Union to the worker and to the Carwash, be given thirty-one (31) days' notice of termination, or shall be allowed to resign with proper notice.

705. Within thirty (30) days after the ratification date of this Agreement, the Carwash will provide the Union with a master list of all workers who are subject to the provisions of this Agreement, giving names, addresses, phone numbers, email addresses, job classification titles, Social Security numbers, rates of pay, and dates of employment for each worker. Thereafter, and during the term of this Agreement, the Carwash will forward after each payroll period by electronic mail to the Union President or designee, the names, addresses, phone numbers, email addresses, classifications, Social Security numbers, rates of pay, and dates of employment of new hires and the names of workers who have resigned or who have terminated their employment.

706. During the term of this Agreement, the Carwash will deduct from each paycheck dues, assessments, and initiation fees, each as designated by the International Secretary-Treasurer of the Union, from the wages of those workers covered by this Agreement who individually and voluntarily execute a written check-off authorization card. The Company shall promptly remit any and all amounts so deducted to the International Secretary-Treasurer of the Union. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the Local Union along with the membership application of such worker. All payroll deductions shall be forwarded to the International Secretary-Treasurer, United Steelworkers, P.O. Box 98517, Chicago, IL 60693.

ARTICLE VIII - NON-DISCRIMINATION

801. There shall be no discrimination regarding any terms or conditions of employment against any worker or applicant for employment because of race, color, ethnicity, religion, national origin, citizenship, immigration status, sex, sexual orientation, age, disability, marital

status, union membership or activity on behalf of a union, or any other characteristic protected by law.

ARTICLE IX - FACILITY ACCESS

901. Authorized representatives of the Union shall be permitted onto the Carwash's premises during working hours for the purpose of assisting in the adjustment of grievances, provided such access does not interrupt the Carwash's normal operations.

ARTICLE X - SUCCESSORSHIP

1001. This agreement shall be binding on any and all successors and assigns of the Carwash or of the business, or its name, or substantially all of its assets, or some combination of those interests. The terms "successors and assigns" shall mean any person(s) or entity(ies) or both to whom or to which the Carwash's business, or name, or assets, or substantial portion thereof, or any combination of those, is or are transferred. The term "transferred" or "transfer" shall encompass any sale, gift, lease, mortgage, security interest, bequest, license, management agreement, merger, acquisition, consolidation, partnership agreement, franchise agreement, or other transfer or disposal or alienation. The Carwash shall not consummate any such transfer unless the successor(s) or assign(s) shall have agreed to be bound by the terms of this Agreement, effective as of the closing date of the transfer, and shall have agreed to assume all accrued obligations.

ARTICLE XI - IMMIGRANT WORKERS

1101. The Carwash shall provide workers, upon request, a reasonable period of time for the purpose of attending to immigration-related matters, including, but not limited to, the procurement of extensions, continuations, or other status modifications.

1102. In the event of the passage of federal immigration reform legislation, the Carwash will fully cooperate with workers' efforts to make any adjustments to their immigration status contemplated by the reform legislation. The Union and the Carwash agree to meet to discuss issues affecting terms and conditions of employment occasioned by such change of immigration law and make any changes to this Article mutually agreed to by the Parties, but it is expressly understood that this provision shall not constitute a reopener of this Agreement.

1103. Inconsistencies in an employee's documentation may be due to error or to circumstances beyond an employee's control. When an employee presents satisfactory evidence of a legal name change or error with respect to the social security number previously provided to the Carwash, the Carwash shall modify its records to reflect the name or social security number change and the employee's seniority will not be affected and this shall not be considered a break in service, nor shall the employee be subject to any other adverse action as a result of the lawful change of name and/or Social Security number.

1104. The Carwash shall have this Agreement and any work rules or similar instructions translated into Spanish and/or other language(s) spoken by workers when a significant number of workers are monolingual in such language(s), and pay any costs of such translation. The Parties understand and agree that the English-language version of this Agreement shall serve as the official agreement between the Parties.

ARTICLE XII - SAVINGS CLAUSE AND COMPLETE AGREEMENT

1201. In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by law, all other provisions of this Agreement shall remain in full force and effect.

1202. This Agreement is complete in writing and excludes all matters from further negotiation for the duration of this Agreement, whether or not previously mentioned, and except as specifically provided to the contrary herein. Further, this Agreement shall not be amended, changed, altered, or qualified except by an instrument in writing duly signed by the parties signatory hereto.

ARTICLE XII - TERM

1301. This Agreement shall become effective on _____ and shall continue in full force and effect for two years through _____. Thereafter, it shall renew itself for yearly periods unless written notice is given by either party to the other not less than sixty (60) days, but no more than seventy-five (75) days, prior to the expiration date or any extension thereof that is desired to terminate or amend the Agreement.

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