

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**AMERICAN TEXTILE MAINTENANCE COMPANY  
(COVERING MEDICO PROFESSIONAL LINEN AND  
REPUBLIC MASTER CHEFS)**

**June 7, 2021 through June 6, 2024**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1	Union Membership .....	4
2	Termination .....	5
3	Jurisdiction .....	5
4	Incentives – Piece Work.....	6
5	Pre Existing Working Conditions and Benefits .....	6
6	Sanitation, Safety, Ventilation.....	6
7	Uniforms.....	8
8	Working Rules.....	8
9	Management Prerogatives.....	8
10	Employees’ Donations.....	9
11	Inspection of Records.....	9
12	Visitation.....	9
13	Dues Deduction.....	9
14	Bulletin Board.....	10
15	Successors.....	10
16	Working Hours and Overtime.....	10
17	Time Records.....	12
18	Shifts.....	12
19	Show Up Pay.....	13
20	Guaranteed Work Week.....	13
21	Regular and Part Time Employees.....	13
22	Pay Date.....	14
23	Holidays.....	14
24	Vacation.....	16
25	Illness and Leave of Absence.....	17
26	Seniority.....	18
27	Transfers.....	19
28	Stewards.....	20

29	Rest Periods.....	20
30	Breakdown-Intermittent Periods of Idleness.....	20
31	No Discrimination.....	21
32	Wages.....	21
33	Team Leaders.....	23
34	Disputes, Grievances and Arbitration.....	23
35	Strikes, Lockouts and Picketing.....	24
36	Medical, Life, Dental, Prescription Drug and Vision Plans.....	24
37	401K .....	25
38	Sick Leave.....	26
39	Funeral Leave.....	27
40	Ethnic Diversity.....	27
41	Immigration Protection.....	28
42	Respect and Dignity.....	28
43	Union Leave.....	29
44	Labor Management Committee.....	29
45	Changes in the Law Affecting Contract.....	29
46	General Savings Clause .....	30
47	Duration of Agreement.....	30
	Attachment "A" Los Angeles Wages.....	31
	Attachment "B" Medico South Gate Wages.....	33
	Attachment "C" Long Beach Wages.....	35
	Attachment "D" Medico South Gate PTO.....	37

This Agreement is made and entered into on this 7th day of June, 2021, between American Textile Maintenance (Medico Professional Linens Long Beach, South Gate and L.A. and Republic Master Chefs Long Beach and L.A.), hereinafter known as the "Employer", and Workers United, Western States Regional Joint Board LOCAL NO. 52, hereinafter known as the "Union". As the term "Employee" is used herein, it shall refer and be confined to Employees described in the bargaining unit.

**SECTION 1.            UNION MEMBERSHIP**

- 1.1 It shall be a condition of employment that all Employees who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing, and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.
- 1.2 It shall also be a condition of employment that all Employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
- 1.3 Whenever the Employer requires additional Employees for work he shall first call the Union and give the Union twenty-four (24) hours in which to nominate an applicant for the position. The Employer may then select between the nominee of the Union and applicants obtained from any other source upon their relative skill alone, and membership or non-membership in the Union shall not be considered in their hiring.
- 1.4 Whenever the Employer hires an Employee he shall notify the Union immediately in writing, giving the name, address, social security number and starting date of each such new Employee or re-hire, and said Employee shall make application for membership in the Union in accordance with this Article.
- 1.5 The Union shall provide and the Employer shall forward Employment Acknowledgment Forms for NEW and RE-HIRED Employees, at the time of employment or re-hire.
- 1.6 The Employer agrees that it shall not be a violation of this Agreement for any Employee to conform to and support union principles, provided such principles do not conflict with the express terms of this Agreement.
- 1.7 The Employer will continue to recognize Union membership and dues deduction authorizations submitted to the Union on written membership application forms, through electronically documented signatures, 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 deductions have been authorized by the employee only in the event a question arises about an employee's membership status.

## SECTION 2. TERMINATION

- 2.1 It is understood and agreed that the right to discipline or discharge for just cause shall rest in the discretion of the Employer. No Employee shall be discharged, except in the case of gross misconduct, without first receiving a written warning notice followed by a disciplinary layoff of up to three (3) days within a twelve (12) month period. Should no offense occur in the twelve (12) months following the warning notice and/or disciplinary layoff, the notice shall be declared null and void. 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, gross Insubordination, serious safety violations that create dangerous conditions for the employee or others, harassment or violence, and/or falsification of Company records or dishonesty. Violation of the above basic rules 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 Company as a result of the violation of these rules.
- 2.2 A new Employee may be discharged or disciplined without cause or notice during the first ninety (90) calendar days of his employment. 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. A copy of the warning notice and discipline notice shall be sent to the Union within five (5) working days.

## SECTION 3. JURISDICTION

- 3.1 The Employer recognizes the Union as the sole collective bargaining agent for all Production Employees at the above-referenced sites. The term "Production Employees", as used herein, means all persons, irrespective of title, classification or other occupation, engaged in any work in the processing or handling of merchandise or articles of any kind including their custodial care for the account of the Employer's customers.
- 3.2 The word "Employee" in this Agreement includes both male and female but excludes any individual employed as a supervisor or foreman or forelady.
- 3.3 A Supervisor as defined by the National Labor Relations Act of 1947 is a person immediately in charge of and directing covered Employees. A supervisor may do bargaining unit work in case of emergency; however, in no event may they work more than four (4) hours in any one (1) day.
- 3.4 No individual agreement with any Employee shall supersede any of the provisions of this Agreement unless approved by the Union.

3.5 Nothing in this Article 3 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.

**SECTION 4. INCENTIVES – PIECE WORK**

4.1 Should an Employer institute an incentive program he will contact the Union and meet and confer with the Union about the effects of their plan.

**SECTION 5. PRE-EXISTING WORKING CONDITIONS AND BENEFITS**

5.1 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.

**SECTION 6. SANITATION, SAFETY, VENTILATION**

6.1 The Employer and the Employee shall observe all Federal, State and local laws with regard to toilets, sanitation, safety, ventilation and other working conditions. The Employer shall provide sanitary facilities for dressing purposes.

6.2 A First-Aid Kit shall be kept on hand at all times, with full supplies for the use of the Employees.

6.3.A. 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.

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

C. 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.

D. Sanitation. Restrooms shall include appropriate lighting and mirrors, and will be stocked with all necessities. 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. Handwashing facilities will be made accessible to employees.

- E. 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 and discuss with the Union over potential enhanced safety measures.
- F. 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 month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Employer will consider all the recommendations from the Committee in good faith.
- G. 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.
- H. 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.

**SECTION 7. UNIFORMS**

- 7.1 The Employer shall furnish, launder and/or clean, without cost to the Employee, any uniform or wearing apparel designated by him 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.
- 7.2 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.

**SECTION 8. WORKING RULES**

- 8.1 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.
- 8.2 New rules and/or changes in existing rules shall not become effective until seven (7) working 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.

**SECTION 9. MANAGEMENT PREROGATIVES**

- 9.1 The Employer retains and shall continue to have the complete and exclusive right to manage its operations and direct its work force, 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, to demote, transfer, layoff and recall; to assign and reassign 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 on Company time or Company property; to use, add to, remove, change, and/or otherwise to exercise sole control and discretion over security cameras and other security devices in or around the workplace, provided, however, that prior to adding additional cameras or changing the way cameras are used from those that were in place as of the effective date of this Agreement the Company will notify the Union and be available to discuss if the Union requests to do so; 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 all or any part of its operation; to lease, sell or otherwise dispose of all or any part of this plant and equipment; and to increase or decrease the operations.



9.2 The foregoing enumeration of management rights shall not be deemed to be all inclusive, but shall merely indicate the type of 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.

**SECTION 10. EMPLOYEES' DONATIONS**

10.1 Employee's donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual agreement between the Employer and the Union.

**SECTION 11. INSPECTION OF RECORDS**

11.1 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 premise, within five (5) days after receipt of a request.

**SECTION 12. VISITATION**

12.1 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 representatives will conduct their business during normal working hours in such manner so as not to conflict with the normal operation of the Employer's business.

**SECTION 13. DUES DEDUCTIONS**

13.1 The Employer shall deduct from the pay of all Employees covered by this Agreement all Union dues, initiation fees and re-initiation fees upon receiving written authority from each Employee authorizing such deductions. Such deductions thus made shall be forwarded to Workers United, Western States Regional Joint Board, Local No. 52 not later than the tenth (10<sup>th</sup>) of each month for which the deductions are made.

13.2 In any suit brought by the Union against the Employer to collect Union dues, initiation fees and re-initiation fees that the Employer withheld from the Employee's earnings, the Union shall be entitled to recover the fees and dues, interest on the amounts recovered, reasonable attorneys' fees and cost of the suit.

13.3 The Employer shall deduct and transmit to the treasurer of Workers United Property Service Civic Engagement Fund (PSCEF) the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least

seven (7) days prior to the next scheduled pay period, on the forms provided for that purpose by the Western States Regional Joint Board . These transmittals shall occur no later than the fifteenth (15<sup>th</sup>) 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.

- 13.4 The Employer agrees to provide voluntary payroll deductions for union members to participate in the credit unions sponsored by Workers United. 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.
- 13.5 The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for any of the aforementioned deductions out of an Employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

**SECTION 14. BULLETIN BOARD**

- 14.1 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.

**SECTION 15. SUCCESSORS**

- 15.1 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, transfer, lease or assignment.

**SECTION 16. WORKING HOURS AND OVERTIME**

- 16.1 The regular straight time work week shall be five (5) consecutive days within seven (7) days.
- 16.2 The Employer may at his sole and exclusive discretion establish a four (4) day ten (10) hour day work week (referred to as "4/40") or a five (5) day eight (8) hour day work week (referred to as "5/40") by giving four (4) 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 Employees assigned to a 4/40 work week shall be paid straight time for the first ten (10) hours of work per day. Time and one-half (1-1/2) shall be paid for all hours worked in excess of ten (10) hours a day, forty (40) hours a week, work performed on a holiday or for work performed on the Employee's regular scheduled day off. However, during a holiday week, the regular scheduled day off may be worked at straight time and Employees shall receive ten (10) hours holiday pay at the Employee's classification rate.
- 16.4 For Employees assigned to a 5/40 work week, time and one-half (1-1/2) shall be paid regular Employees for all time worked in excess of eight (8) hours a day, forty (40) hours a week, or on the sixth (6<sup>th</sup>) day of the week for work performed on the seventh (7<sup>th</sup>) day. 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 (6<sup>th</sup>) day. Provided further, should any such Employee work over forty (40) hours during those five (5) days then all work in excess of forty (40) hours will be paid at time and one-half (1-1/2) the regular hourly rate.
- 16.5 Except in the case of emergency, Employees will be given notice before lunchtime that they will be required to work past their normal quitting time.
- 16.6 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) hours without a meal period.
- 16.7 Employees working on holidays shall receive time and one-half (1-1/2) for all hours worked (guaranteed eight [8] hours for 5/40 or ten [10] hours for 4/40) and eight (8) or ten (10) hours holiday pay at the Employee's classification rate.
- 16.8 Employees scheduled to work a 5/40 work week who work all of the scheduled hours in a holiday week shall receive time and one-half (1-1/2) for all hours worked over thirty-two (32) hours in the holiday week. Employees shall also receive time and one-half (1-1/2) for all work on the fifth (5<sup>th</sup>) day of a holiday week if the holiday falls on their regularly scheduled work day. However, Employees who fail to work due to an absence mandated by law either thirty-two (32) hours or four (4) days shall receive time and one-half (1-1/2) for all hours worked on the fifth (5<sup>th</sup>) day of a holiday week.
- 16.9 Upon mutual agreement in writing between the Employer and the Employee, an Employee working on a holiday may reduce the guaranteed hours in the above paragraph, but not less than four (4) hours, and in such case be paid time and one-half (1-1/2) for all hours worked and eight (8) hours for 5/40 or ten (10) hours for 4/40 holiday pay at the Employee's classification rate.
- 16.10 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.

Initials SVL

16.11 See Attachment A for Medico South Gate.

**SECTION 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 for at least four (4) years.
- 17.3 Employers must keep full and accurate records of excuses for illness and other absences.

**SECTION 18.        SHIFTS**

- 18.1 In the event it becomes necessary for the Employer to establish more than one (1) shift, the Employer shall pay all Employees working the second (2<sup>nd</sup>) shift Five Cents (\$.05) per hour above the wage scale, and all Employees working the third (3<sup>rd</sup>) shift Ten Cents (\$.10) per hour above the wage scale.
- 18.2 STARTING TIMES:

First Shift	4:00 A.M. to 10:00 A.M.
Second Shift	2:00 P.M. to 6:00 P.M.
Third Shift	10:00 P.M. to 2:00 A.M.

The requirements on starting times set forth in 18.2 shall not apply to the Medico L.A. facility.

- 18.3 Any Employee starting earlier than the regular starting time for a shift shall be considered as working in the prior shift and shall be paid the shift differential for that prior shift only for the hours worked in that prior shift and not for all hours worked that day.
- 18.4 Shift Engineers, Journeyman Engineers, Junior Engineer, and Helper shall have a regular schedule and shall be expected to work Saturdays as needed; an employee needing a Saturday off shall see his Manager and the request will not be unreasonably denied.

**SECTION 19.        SHOW UP PAY**

- 19.1 All regular employees ordered for work on any day, who report for work on that day, shall receive no less than one-half of their scheduled days' work up to a maximum of four (4) hours' pay at the average earned hourly rate for that day, except as hereinafter provided in case of breakdown, Article 30.

Initials SM

19.2 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.

**SECTION 20. GUARANTEED WORK WEEK**

- 20.1 It is the Employer's practice to schedule regular employees for 40 hours per week, provided, however, that in weeks where there is a shortfall of work, the Employer endeavors to notify employees in advance if they will work reduced hours any particular day. Regular Employees shall be guaranteed thirty-eight (38) hours, at their average earned hourly rate, per week except as hereinafter provided in case of breakdown, Article 30.
- 20.2 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.
- 20.3 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, an act of Government or other similar causes, the Employer may reduce the guaranteed work week to not less than thirty-four (34) 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 Article shall be subject to Article 34, Disputes, Grievance and Arbitration.
- 20.4 Part-time Employees employed as provided in Article 21 shall be laid off prior to any reduction of hours under Article 20.3 above.

**SECTION 21. REGULAR AND PART-TIME EMPLOYEES**

- 21.1 There are two classes of employees, Regular and Part-Time. Regular employees are those employees who are guaranteed thirty-eight (38) hours per week. Employees working less than (30) hours per week are part-time employees and shall not be covered by the conditions set forth in this Agreement. Before an Employer seeks relief in the form of a reduction of the guaranteed work-week in Section 20, all part-time employees must be on lay-off. Employees, employed as of June 3, 2009 will have super-seniority over any part-time employees and will not be laid-off while the Employer has part-time employees working.
- 21.2 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 full-time Employees for all purposes.
- 21.3 No more than 33% of the workforce may be made up of part-time employees. When full-time bargaining unit positions become available, they will first be offered to qualified part-time employees, in order of their tenure with the Company.

Initials SVL \_\_\_\_\_

**SECTION 22.        PAY DATE**

- 22.1    Wages shall be paid each week in currency, negotiable checks, or electronic transfer of funds on a set day of the week and within one (1) week after the end of the pay period. On pay day, the Employer shall distribute the checks before the Employees punch out for the day. If Employees have any trouble in cashing their checks, because of "insufficient funds" or otherwise, the Employer shall then and thereafter pay in CASH only, upon written request of the Union.
- 22.2    Employer will provide Employees with printed paystubs upon request.

**SECTION 23.        HOLIDAYS**

- 23.1    The Employer agrees that the following shall be observed as paid holidays provided, however, that employees hired after June 3, 2015, are not eligible for President's Day or Employee Anniversary:

NEW YEAR'S DAY	LABOR DAY
PRESIDENT'S DAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	EMPLOYEE'S ANNIVERSARY DATE OF EMPLOYMENT

- 23.2    For Medico Long Beach, President's Day will continue to be taken. For Republic Master Chefs (long Beach and LA) and Medico (LA), convert President's Day to a Floating Holiday, which may be taken at any time upon receiving permission of the Employer and two (2) weeks advanced notice. The Employer's will reply within one (1) week of submission of request for floating holiday. Permission shall not be unreasonably denied.
- 23.3    Additionally, and at the option of the Employer, the Employee's Anniversary Date of Employment may be substituted for the Day after Thanksgiving or Good Friday by giving notice as set forth above.
- 23.4    An Employee previously covered by this Agreement who enters or re-enters employment within a twelve (12) month period after termination of his employment with an Employer covered by this Agreement becomes immediately eligible for holiday pay. Employees who have been on the payroll for twelve (12) months or more are eligible for holiday pay.
- 23.5    In weeks wherein a holiday occurs, thirty-two (32) hours shall constitute a week's work for Employees assigned to a 5/40 work week. Any time worked in excess of eight (8) hours in any one (1) day or thirty-two (32) hours in a holiday week, shall be paid for at the rate of time and one-half (1-1/2).
- 23.6    Employees working on a weekly salary shall suffer no reduction in salary by reason of their not working on the above-named holidays.

Initials SM

- 23.7 Employees shall be paid for time not worked on any of the above-named holidays at eight (8) hours for 5/40 or ten (10) hours for 4/40 at the Employee's classification rate. If no hours are worked, no holiday pay is required. However, if the Employee is on vacation he may receive either an additional paid days' vacation or an additional day's pay, at the sole discretion of the Employer.
- 23.8 In plants working a 4/40 work week, the regular scheduled day off may be worked at straight time and Employees shall receive ten (10) hours' holiday pay at the Employee's classification rate.
- 23.9 When a holiday falls outside the Employee's regular work week said holiday shall be paid at eight (8) hours for 5/40 or ten (10) hours for 4/40 at the Employee's classification rate. Employees on vacation shall be paid as set forth in Article 23.7 above.
- 23.10 If the Employer declares the Friday before a Saturday holiday as a no-work day, he shall pay Employees for that day based on Article 23.7 above.
- 23.11 Employees who fail to work their entire shift during a holiday week shall forfeit their holiday pay unless they work on the holiday or are excused by the Employer.
- 23.12 When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- 23.13 See Attachment D for Medico South Gate.

#### **SECTION 24. VACATION**

- 24.1 An Employee shall become eligible for a vacation in accordance with the following schedule:
- 1) Upon completion of one (1) year of continuous service with the Employer, an Employee will become eligible for one (1) work-weeks' vacation with pay.
  - 2) Upon completion of three (3) years of continuous service with the Employer, an Employee will become eligible for two (2) work-weeks' vacation with pay.
  - 3) Upon completion of seven (7) years of continuous service with the Employer, an Employee will become eligible for three (3) work-weeks' vacation with pay.
  - 4) Upon completion of fourteen (14) years of continuous service with the Employer, an Employee will become eligible for four (4) work-weeks' vacation with pay.

- 5) See Attachment D for Medico South Gate.
- 24.2 Employees will be paid for their earned vacation pay on the last regular pay day preceding the vacation period. The rate of pay shall be based on the four (4) pay periods immediately preceding the vacation for incentive Employees; however, where a holiday falls within the four (4) pay periods, the week preceding such holidays shall be used in computing vacation pay. Regular full-time Employees shall receive vacation pay based on forty (40) hours times their classification rate.
- 24.3 The vacation period shall be between January 1<sup>st</sup> and December 31<sup>st</sup> of each year.
- 24.4 The Employer shall post a vacation list during the months of November and December and the Employees shall select their vacation by seniority. If an Employee fails to select as set forth above, he must give his Employer at least sixty (60) days' notice prior to the effective date of his vacation. However, those Employees who select in November and December shall have preference regardless of their seniority. A copy of the vacation schedule shall be forwarded to the Union office no later than January 15 of each year, provided it is requested with one week advance notice.
- 24.5 In case of termination of employment, see "Schedule for Vacation pay in Case of Termination" contained herein.
- 24.6 Pay in lieu of vacation shall not be granted without mutual agreement between the Employer, the Employee and the Union.
- 24.7 Upon sale or transfer of ownership of any plant, or upon dissolution of business, vacation pay for all months worked prior to the sale for which no vacation has been given shall be paid to all Employees by the seller.

**SECTION 25. ILLNESS AND LEAVE OF ABSENCE**

- 25.1 The Employee shall not lose seniority if he is absent due to illness or accident for shorter periods than shown below:
- 1) After six (6) months continuous service, Seven Hundred and Twenty (720) hours.
  - 2) After five (5) years continuous service, Nine Hundred and Sixty (960) hours
  - 3) After fifteen (15) years continuous service, One Thousand Two Hundred (1200) hours.
  - 4) After twenty (20) years continuous service, One Thousand Four Hundred and Forty (1440) hours.



- 25.2 No vacation benefit shall accrue to any Employee after One Hundred and Sixty (160) consecutive working hours of absence.
- 25.3 Illness and/or leave of absence, and/or maternity leave shall not be accumulated. Regardless of anniversary year, such absences shall not extend beyond periods shown above.
- 25.4 An Employee who is absent due to industrial accident and/or illness shall maintain his prior seniority and be eligible for rehire in accordance with State and Federal laws and court decisions.
- 25.5 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 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 bona fide reasons that an emergency has in fact occurred which requires his presence. Anyone who violates this Article may be discharged forthwith, suspended or otherwise disciplined.
- 25.6 Employees on sick leave shall notify the Employer when they will return to work at least forty-eight (48) hours before they return to work.
- 25.7 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 Article 25.1 above.
- 25.8 The provisions of this Article, where applicable, shall include such leave as Employees are entitled to and is required by the Family and Medical Leave Act of 1993, Public Law No. 103-3 ("FMLA"), and California law granting family and medical leave rights and leave for school related activities in accordance with California law. Accrued paid vacation leave shall not be substituted for FMLA leave unless the Employee requests it.

**SECTION 26.        SENIORITY**

- 26.1 Seniority shall be based on length of continuous employment with the Employer. Reduction of the working forces, recall from layoffs, and assignment of overtime shall be in accordance with seniority, if the most senior Employee is qualified to meet standard qualifications within each classification.
- 26.2 Seniority of an Employee shall be lost when an Employee:
- 1) is discharged for cause;
  - 2) resigns;

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- 3) is not re-hired within one hundred twenty (120) calendar days after layoff, provided, however, if the employee has five or more years of seniority, seniority shall be lost if the employee is not re-hired within one hundred eighty (180) calendar days after layoff. In the event of a National Emergency such as a pandemic resulting in layoffs to bargaining unit employees, the foregoing number of days will be extended by 90 days for each category.
- 4) is absent more than ninety (90), one hundred twenty (120), one hundred fifty (150) or one hundred eighty (180) working days as spelled out in Article 25.1;
- 5) 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 Article 26.2, 3) above; or
- 6) is absent from work three (3) consecutive working days without notification to the Employer.

26.3 In all cases of layoff and recall of forces seniority shall govern provided the senior employee is qualified to perform the job.

26.4 Transfers. An employee desiring a transfer to a specific job opening (including lead persons who shall be designated at the sole and exclusive discretion of the employer which discretion shall not be exercised in a discriminatory or illegal manner) shall indicate their desire on a form provided by the employer. Once a transfer request is filed, it shall be responded to within fourteen (14) days, stating whether the request has been granted, and if denied, why it was denied. 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, provide 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 Section 27 TRANSFERS 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.

26.5 Current non-probationary employees of the bargaining unit who, at the sole discretion and request of the Employer, transfer to the Medico South Gate Facility, shall be treated, in all respects, for purposes of benefits, lay-offs and recalls, etc., as maintaining and continuing their seniority carried over with them from the facility at which they worked prior to transfer to the Medico South Gate Facility, provided, however, that they shall not have seniority over the Union members already working at South Gate at the time any transferred employee starts working at Medico South Gate.

**SECTION 27.        TRANSFERS**

- 27.1 Any Employee transferred to a higher rated classification who qualifies therefore, shall receive the rate of the higher classification.
- 27.2 Whenever an Employee does work in a higher classification, he/she shall be paid according to the rate of the classification in which work is actually performed.
- 27.3 Employees transferred to lower classification, from day to day, shall not suffer a reduction in their regular classification rate.
- 27.4 Employees transferred permanently to another classification shall be so notified in writing stating the reason for such transfer and paid according to that classification rate.

**SECTION 28.        STEWARDS**

- 28.1 The Union may select, depending on the size of each 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.
- 28.2 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, provided the employee wants the Steward present.
- 28.3 If California becomes a Right to Work State, the Employer will arrange for newly hired bargaining unit members to attend one Union orientation during lunch time and on Company premises, for no more than thirty (30) minutes, with the Union having access to meet individuals who have been employed for 90 or more days, and who have not yet attended an orientation session, on a mutually agreeable day, at one Company facility each month, on a rotating basis (e.g., there would be one mutually scheduled session in month 1 at Medico Long Beach; month two at RMC Long Beach, month 3 at RMC Los Angeles, etc.). Such orientations will be scheduled in consultation with the Union Representative and Shop Steward.

**SECTION 29.        REST PERIODS**

- 29.1 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 ten (10) minutes net rest time

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per four (4) hours or major fraction thereof for a 5/40 plant and ten (10) minutes for a 4/40 plant. A ten (10) minute break shall be given after eight (8) or ten (10) hours and a ten (10) minutes rest period every two (2) hours thereafter. However, in 4/40 plants the second (2<sup>nd</sup>) rest period shall be for fifteen (15) minutes. However, 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. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

**SECTION 30.            BREAKDOWN – INTERMITTENT PERIODS OF IDLENESS**

- 30.1 There shall be no intermittent periods of idleness during any one (1) day, except for breakdowns. 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.
- 30.2 “Breakdown” shall be defined as the inability of an Employer to operate his 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 and equipment that causes the plant to close down, earthquake, an act of Government or other similar causes.
- 30.3 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.
- 30.4 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, unless the work performed in any one (1) day is more than 8 hours or 10 hours based on their regular work schedule.

**SECTION 31.            NO DISCRIMINATION**

- 31.1 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, gender identity or expression, genetic characteristics, age, sexual orientation, 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

**SECTION 32.            WAGES**

- 32.1 SCALES: The Wage Scales are attached as Attachment “A”.

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- 32.2 PERSONALIZED WAGES: Employees who receive a personalized rate above the wage schedule set forth herein shall receive an increase added to their current personalized rate in the amount of one-half (1/2) the negotiated increases until the classification rate in which the Employee is working is the same or greater than his/her personalized rate.
- 32.3 HEAD WASHER, HEAD DISTRIBUTOR: Where there is one (1) or more washer and distributor employed, one (1) in each classification shall be designated as a Head Washer or Head Distributor and shall receive the wage designated in this Agreement. A Head Distributor shall be designated within each plant and paid Ten Cents (\$.10) above the Distribution rate. A Head Distributor must have supervisory functions in order to be designated Head Distributor.
- 32.4 NEW CLASSIFICATIONS: Job classifications listed herein are general for the industry, but do not necessarily contain classifications for all jobs for each particular plant.
- 32.5 Where individual jobs are not identified and covered by the above general classifications, such jobs shall be classified by the work performed and the rate of pay shall be determined by evaluation. Job evaluation shall be based on other job rates in the industry. Job rates resulting from evaluation shall be by express agreement between the Employer and the Union.
- 32.6 HAZARD PAY: In the event of public emergency declared by local, state or federal government agencies, both sides will, at the request of either Party, discuss hazard pay and other matters of importance to either Party relating to the impact of the public emergency on bargaining unit members and/or the Company.
- 32.7 ATTENDANCE BONUS: Members of the bargaining unit who arrive to work on time each scheduled work day, and work until the end of their shift, and who do not have any *unpaid* days off that quarter (paid days off such as paid vacation, annual allotment of paid sick days, floating holidays. Anniversary holiday, and paid holidays do not count against the employee in earning the quarterly attendance bonus), will be paid an attendance bonus of \$150.00 per quarter, for each of the following quarterly periods. Members of the bargaining unit will still be eligible for the attendance bonus in the event that, absent an emergency, they are unable to work overtime because they were not given the CBA required overtime notice or they are excused from working overtime after providing notice to and receiving approval from management. Quarterly periods are: January through March; April through June; July through September; and October through December.
- 32.8 The terms herein are intended to cover only minimums in wages, working conditions, benefits and other terms and conditions of employment, and the Employer may place superior wages, working conditions, bonus or incentive programs, benefits and other terms and conditions of employment in effect, and may eliminate or reduce the same to the minimums herein prescribed, at its sole discretion, for a group or groups of bargaining unit employees, provided that in all cases such rates must be equal to or greater than the minimum rate established in this Agreement. Union will be given notice of when bonus

or incentive is put into effect, the terms of such incentive/bonus, and when it has come to an end.

- 32.9 Members of the bargaining unit who are in the current progressive wage scale as of 6/25/21 (80% for first 12 months/90% for second 12 months) will be increased to \$15.20 per hour first pay period following ratification. First pay period following June 6, 2022, or their 2<sup>nd</sup> anniversary date whichever comes first, these employees will be brought to full classification scale (without this change, these employees would be at minimum wage for two years under the current wage progression scale)

### **SECTION 33. TEAM LEADERS**

- 33.1 The Company may utilize bargaining unit employees as Team Leaders. Team Leaders are utilized to direct the work flow and they do not hire, terminate, issue discipline or perform supervisory duties, and shall receive training prior to commencing their duties and annual training thereafter. Once a year, a majority of the employees on the Team Leaders team may petition management to select another team leader. Management has discretion whether or not to replace the Team Leader following the receipt of a petition, and will respond within thirty days of its receipt of the petition. Management will determine the number of the Team Leaders necessary, if any in the facility. An employee desiring a transfer to a lead person position (who shall be designated at the sole and exclusive discretion of the employer, provided it is not in a discriminatory or illegal manner) shall indicate their desire on a form provided by the employer.

### **SECTION 34. DISPUTES, GRIEVANCE AND ARBITRATION**

- 34.1 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.
- 34.2 If the first step meeting fails to resolve the grievance, it will then be reduced to writing and submitted by the Union within thirty (30) days of the occurrence. If the grievance is not reduced to writing within thirty (30) days it shall be considered null and void and no further proceedings shall take place.
- 34.3 The Union Representative, Plant Manager, Shop Steward and Grievant will meet and attempt to resolve the dispute within ten (10) business days. The Company will have ten (10) business days to respond in writing to the Union.
- 34.4 If the matter is not resolved in the meeting between the Union Representative, Plant Manager, Shop Steward and Grievant, the Laundry Division Director, Union and a Representative assigned by the Company shall meet to attempt to resolve the dispute no later than ten (10) calendar days after that meeting took place. For the grievance to be complaint with this Article, the Union must notify the Company in writing of their desire to proceed to this Step within seven (7) calendar days of the receipt of the Company's response to Step 3 above. If the meeting between the Laundry Division Director, Union and a Representative assigned by the Company does not result in a resolution, either Party may, within seven calendar days of the meeting, submit a request FMCS (with the

other Party copied on the request) for a list of seven (7) arbitrators and the parties shall alternately strike names until one arbitrator remains, with the grieving Party striking first.

- 34.5 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.
- 34.6. The cost of the arbitrator shall be shared equally by the Employer and the Union.

**SECTION 35. STRIKES, LOCKOUTS AND PICKETING**

35.1 There will be no strikes, lockouts, work stoppages or slowdowns, sympathy strikes, picketing or other acts that stop or slow down work. 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:

- 1) The Los Angeles County Federation of Labor, AFL-CIO and,
- 2) the Workers United, International Union and,
- 3) the Executive Board of Workers United Western States Regional Joint Board

**SECTION 36. MEDICAL, LIFE, DENTAL, PRESCRIPTION DRUG AND VISION PLANS**

36.1 Effective September 1, 2015, the Company will provide a medical, life, prescription drug and vision plan to all eligible full time employees who sign and return authorization forms authorizing the Company to deduct the applicable monthly co-premium from their pay, as specified below. The current medical insurance plan (Healthnet Salud), life, prescription drug and vision plan has been provided to the Union. In order to maintain quality, cost-effective benefits, the Company reserves the right at its discretion to modify the benefits provided under this Section, including changing carriers, benefits, coverages and all other aspects of the medical, life, dental, prescription drug and/or vision plan, provided that the benefits as modified are, in all respects, compliant with the Affordable Care Act and all other applicable legal requirements. The Company will provide the Union with advance notice, and an opportunity to discuss, any such changes. If the Union does not agree with the proposed changes, the Union may re-open the Agreement to negotiate the health insurance terms, in which case all aspects of the health insurance, including, but not limited to, coverage, premium contributions, and all other economic matters, including, but not limited to, wages, benefits, and holidays, by providing the Company with written notice of its intent to re-open within 14 days of the date on which it receives notice of the proposed changes. The Company shall give the Union no less than 30 days' notice of the proposed changes. In the event of a re-opener, following 30

days of good faith negotiations, absent mutual agreement of an extension of the 30 day period, the grievance arbitration and no strike provisions will no longer apply.

Eligible full time employees who sign and return authorization forms authorizing the Company to deduct the applicable monthly co-premium from their pay, will contribute the following amounts to the premium for the coverage described above, with eligible employees responsible for paying the entire cost required for dependent coverage: Eligible full time employees, hired before July 17, 2015 who sign and return authorization forms authorizing the Company to deduct the applicable monthly co-premium from their pay, will contribute the following amounts to the premium for the coverage described above:

- **Effective June 6, 2021:** \$20.00 monthly premium contribution for term of Agreement (frozen at 2020 rates);
- **Effective June 6, 2022:** \$25.00 monthly premium contribution for term of Agreement; and
- **Effective June 6, 2023:** \$30.00 monthly premium contribution for term of Agreement

Eligible full time employees, hired after July 17, 2015 who sign and return authorization forms authorizing the Company to deduct the applicable monthly co-premium from their pay, will contribute the following amounts to the premium for the coverage described above:

- **Effective June 6, 2021:** \$52.00 monthly premium contribution for term of Agreement (frozen at 2020 rates);
- **Effective June 6, 2022:** \$57.00 monthly premium contribution for term of Agreement; and
- **Effective June 6, 2023:** \$62.00 monthly premium contribution for term of Agreement

## SECTION 37. 401k PLAN

37.1 Employer withdraws from NRF pension Fund effective upon ratification date; pays withdrawal liability. The month after the Employer has stopped making contributions to the NRF Fund, it will begin contributions to an employer sponsored 401k plan, in accordance with the terms specified below and such other terms as dictated by the Plan and law.

Terms for Individuals employed as of July 1, 2018, Employer provides 401k plan, with following terms: Contribution for all bargaining unit employees is \$22.00 per month (more than the current \$21.68 accrual into their benefit), with all employees employed as of July 1, 2018, immediately vested for 100% of contributions made by the Employer. Effective July 1, 2019, contribution for all bargaining unit employees is \$25.00 per month. Provided, however, that if the Union secures ratification of the CBA in July 2018 and provides timely notice of such ratification to the NRF with the result that the Employer makes no further pension contributions and begins making 401k contributions

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effective August 2018, Employer contribution for all bargaining unit employees for 2018 shall be \$25.00 per month and not \$22.00 per month.

The Employer will also match employee contributions at 50% of said contributions up to \$10.00 of Employee self- contributions for these employees.

Employees shall be able to make their own self-directed contributions, and shall be able to borrow against their accrued funds in accordance with the terms of the Plan and applicable law.

Terms for Individuals hired after July 1, 2018, shall have a one year waiting period before contributions are made; and shall be 100% vested in contributions made by the Employer after the waiting period upon reaching their third year anniversary from date of hire. Employees hired after July 1, 2018, shall not be vested in contributions made on their behalves until they reach their third year anniversary from date of hire, to the maximum extent allowed by law.

Employees shall be able to make their own self-directed contributions, and shall be able to borrow against their accrued funds in accordance with the terms of the Plan and applicable law.

#### **SECTION 38.        SICK LEAVE**

- 38.1 All Employees covered by this Agreement who have been continuously employed by their Employer for the period of at least one (1) year shall be entitled to a total of forty (40) hours sick leave with pay per year. Such sick leave pay shall commence on the first (1st) working day or partial working day lost. Employee may accumulate up to 100 hours of unpaid sick leave in his/her bank. Employees who have, as of June 6, 2015, accumulated more than 100 sick leave hours in their sick leave banks may accumulate unpaid sick leave hours in his/her bank up to the number of hours in their sick leave bank as of June 6, 2015. The Employer may pay off up to 80 hours of sick pay on the Employee's anniversary. At any time, an employee will be entitled to require, in the next payroll period, that the Employer pay off up to 160 hours of sick pay at a rate of \$.50 on the dollar, or half pay. If the Employer so desires, he may require reasonable proof of disability. Falsification of sick leave claims or proved abuse of sick leave privileges may be cause for discharge or disciplinary action.
- 38.2 The Employer shall comply with the minimum requirements of the Healthy Workplace, Healthy Families Act of 2014 – AB 1522: Following ninety (90) days of employment an employee shall accrue twenty-four (24) hours of paid sick leave for both his own sickness and to aid his family members (children, parents, spouses, registered domestic partners, grandparents, grandchildren and siblings). Following one (1) year of employment each new employee shall accrue an addition sixteen (16) hours of paid sick leave.

- 38.3 A employee who works for 30 or more days within a year from the beginning of employment is entitled to paid sick leave and will earn a minimum of 1 hour of paid leave for every 30 hours worked.
- 38.4 The employer shall notify employees' of how much sick leave they have in their bank either on the employee's itemized wage statement or in a separate document provided on the designated pay date with the employee's payment of wages.
- 38.5 Sick leave credit shall continue to accumulate during periods of sickness, injury, temporary layoff or leave of absence. However, after twenty (20) consecutive working days of absence all credit shall cease and Employee's accumulated sick leave shall be pro-rated during such periods of absence.
- 38.6 See Attachment D for Medico South Gate.

**SECTION 39. FUNERAL LEAVE**

- 39.1 Employees who have at least three (3) days sick leave entitlement shall be granted three (3) days' funeral leave with pay. Employees with less than three (3) days sick leave entitlement shall be granted funeral leave with pay up to the amount of such entitlement. Up to two additional days unpaid leave, if requested for good reasons, shall not be unreasonably denied. To be eligible for funeral leave, an Employee must be in attendance at the funeral of a member of his/her immediate family. Immediate family is defined as parents, spouse, domestic partners as defined under California law, sisters and brothers by blood, grandparents by blood, grandchildren and children (including legally adopted children). The Employer may require proof of attendance at the funeral.

**SECTION 40. ETHNIC DIVERSITY**

- 40.1 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.
- 40.2 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.
- 40.3 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.

**SECTION 41. IMMIGRATION PROTECTION**

- 41.1 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 immigration or citizenship status, the employer shall re-instate to his/her former position any such suspended or discharged employee who returns to work within two weeks. Any employee who returns to work after two weeks 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.
- 41.2 In the event the Employer is served with a validly executed Search and Arrest warrant the Employer shall take the following action: To the extent possible, arrange for questioning of employees to occur in as private a setting as possible in the workplace.
- 41.3 The Employer shall grant employees excused absences, when given one weeks' prior notice for the following: To attend any appointments scheduled by the INS or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Employer may require proof of the appointment and proof of family relationship.
- 42.4 The Employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.
- 41.5 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.
- 41.6 If an employee request 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.
- 41.7 Should an INS agent demand entry into the Employer's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Shop Steward shall immediately notify the Union by telephone to the Union's office, and attempt to contact the highest ranking union officer in the facility.

**SECTION 42. RESPECT AND DIGNITY**

- 42.1 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. All acts of disrespect shall be subject to the grievance and arbitration procedure.

**SECTION 43.            UNION LEAVE**

43.1 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. The Employer will not unreasonably deny such request. No Union leave may exceed one hundred and eighty (180) 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.

**SECTION 44.            LABOR-MANAGEMENT COMMITTEE**

44.1 There is hereby established a Labor-Management Committee. The Committee may be called to order by the Union or the Employer. Once either party calls for a meeting it should be scheduled within thirty (30) days.

44.2 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.

**SECTION 45.            CHANGES IN THE LAW AFFECTING CONTRACT**

45.1 The parties that agree that, in the event of a change in local, city, state or federal law that modifies, changes or otherwise may affect the terms or conditions of employment as set forth in this collective bargaining agreement (i.e. implementation of National Health, guaranteed paid or unpaid leave, etc.) the Parties will meet to discuss how the change affects the terms or conditions of the Agreement. It is intended that, in no event, shall any such change in the law be permitted to add to, or take away from rights and privileges afforded under this Agreement and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. Either party may re-open the Agreement for negotiations only on such terms that are affected by the change in local, city, state or federal law.

**SECTION 46.            GENERAL SAVINGS CLAUSE**

46.1 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.

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**SECTION 47. DURATION OF AGREEMENT**

47.1 This Agreement shall remain in effect from June 7, 2021 until June 6, 2024, and from year to year thereafter, unless written notice is given sixty (60) days prior to the expiration day, 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 \_\_\_\_\_, California on \_\_\_\_\_, 2021.

**Workers United, Western States Regional Joint Board Local 52**

By: \_\_\_\_\_  
Maria Rivera, Regional Manager / Secretary-Treasurer

Employer  
By: Greg Shames  
Greg Shames

By: Negotiation Committee Members  
\_\_\_\_\_  
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ATTACHMENT "A"

WAGE SCALES – FOR REPUBLIC LA

WAGE RATE PER HOUR EFFECTIVE first pay period following:

Current	\$ .30	\$ .30	\$ .30	
<u>CLASSIFICATIONS</u>		6/6/21	6/6/22	6/6/23
Shift Engineer	\$21.25	\$21.55	\$21.85	\$22.15
Journeyman Engineer	\$18.90	\$19.20	\$19.50	\$19.80
Junior Engineer	\$16.55	\$16.85	\$17.15	\$17.45
Helper	\$15.65	\$15.95	\$16.25	\$16.55
Head Washer	\$16.25	\$16.55	\$16.85	\$17.15
Washer Washroom Department	\$15.75	\$16.05	\$16.35	\$16.65
Tumbler and Utility	\$15.55	\$15.85	\$16.15	\$16.45
Head Distributor	\$15.55	\$15.85	\$16.15	\$16.45
Press/Distribution/Alteration	\$15.55	\$15.85	\$16.15	\$16.45
Order Clerk/Truck Loader/ Custodian/Soil Sort/ Counter/Stacker	\$15.45	\$15.75	\$16.05	\$16.35
All Other Production Employees	\$15.35	\$15.65	\$15.95	\$16.25

Individuals hired after July 1, 2018, shall be hired into one of two classifications: "Head Washman" and the "All Other Production Classification" and shall remain in those classifications for pay purposes. Engineering classifications shall remain as specified in CBA.

New Employees are defined as an individual hired on or after June 1, 2021. Such employees shall, at a minimum, be paid \$.20 per hour over the applicable minimum wage, and they will then be eligible for the next wage increase applicable to all members of the bargaining agreement, at the same time, and in the same amount, as such employees receive this wage increase

The foregoing are the minimums required to be paid. The Employer reserves the right to pay above the foregoing minimums.

Employees shall get the higher of the minimum wage increase or the wage increases set forth in this Agreement so that wage rate is the higher of minimum wage or their then current rate plus the scheduled wage increase.

No current Employee will lose his job because of the seniority rates set forth in the above Scales.

In recognition of seniority, all employees employed as of July 1, 2018, shall be guaranteed the following non-cumulative compensation based on years of service on top of the rates referenced above:

Over five years continuous employment	\$0.05 per hour
Over ten years continuous employment	\$0.10 per hour
Over fifteen years continuous employment	\$0.15 per hour

(Example: All Other Production Employee with 5 years of seniority (classification rate is \$13.60) guaranteed \$13.65; Employee with 10 years of seniority guaranteed \$13.70; Employee with 15 years of seniority guaranteed \$13.75)

ATTACHMENT “B”

WAGE SCALES – FOR SOUTH GATE

WAGE RATE PER HOUR SHALL INCREASE FOR EACH CLASSIFICATION EFFECTIVE first pay period following:

	Current	\$1.00	\$30	\$30
<u>CLASSIFICATIONS</u>		6/6/21	6/6/22	6/6/23
Shift Engineer	\$20.20	\$21.20	\$21.50	\$21.80
Journeyman Engineer	\$17.85	\$18.85	\$19.15	\$19.45
Junior Engineer	\$15.50	\$16.50	\$16.80	\$17.10
Helper	\$14.60	\$15.60	\$15.90	\$16.20
Head Washer	\$15.30	\$16.30	\$16.60	\$16.90
Washer Washroom Department	\$14.80	\$15.80	\$16.10	\$16.40
Tumbler and Utility	\$14.60	\$15.60	\$15.90	\$16.20
Head Distributor	\$14.60	\$15.60	\$15.90	\$16.20
Press/Distribution/Alteration	\$14.50	\$15.50	\$15.80	\$16.10
Order Clerk/Truck Loader/ Custodian/Soil Sort/ Counter/Stacker	\$14.40	\$15.40	\$15.70	\$16.00
All Other Production Employees	\$14.30	\$15.30	\$15.60	\$15.90

Individuals hired after July 1, 2018, shall be hired into one of two classifications: “Head Washman” and the “All Other Production Classification” and shall remain in those classifications for pay purposes. Engineering classifications shall remain as specified in CBA.

New Employees are defined as an individual hired on or after June 1, 2021. Such employees shall, at a minimum, be paid \$.20 per hour over the applicable minimum wage, and they will then be eligible for the next wage increase applicable to all members of the bargaining agreement, at the same time, and in the same amount, as such employees receive this wage increase



The foregoing are the minimums required to be paid. The Employer reserves the right to pay above the foregoing minimums.

Employees shall get the higher of the minimum wage increase or the wage increases set forth in this Agreement so that wage rate is the higher of minimum wage or their then current rate plus the scheduled wage increase.

No current Employee will lose his job because of the seniority rates set forth in the above Scales.

In recognition of seniority, all employees employed as of July 1, 2018, shall be guaranteed the following non-cumulative compensation based on years of service on top of the rates referenced above:

Over five years continuous employment	\$0.05 per hour
Over ten years continuous employment	\$0.10 per hour
Over fifteen years continuous employment	\$0.15 per hour

(Example: All Other Production Employee with 5 years of seniority (classification rate is \$13.60) guaranteed \$13.65; Employee with 10 years of seniority guaranteed \$13.70; Employee with 15 years of seniority guaranteed \$13.75)

ATTACHMENT “C”

WAGE SCALES – FOR REPUBLIC LONG BEACH, MEDICO

WAGE RATE PER HOUR SHALL INCREASE FOR EACH CLASSIFICATION EFFECTIVE first pay period following:

	Current	\$1.00	\$.30	\$.30
<u>CLASSIFICATIONS</u>		6/6/21	6/6/22	6/6/23
Shift Engineer	\$20.20	\$21.20	\$21.50	\$21.80
Journeyman Engineer	\$17.85	\$18.85	\$19.15	\$19.45
Junior Engineer	\$15.50	\$16.50	\$16.80	\$17.10
Helper	\$14.60	\$15.60	\$15.90	\$16.20
Head Washer	\$15.30	\$16.30	\$16.60	\$16.90
Washer Washroom Department	\$14.80	\$15.80	\$16.10	\$16.40
Tumbler and Utility	\$14.60	\$15.60	\$15.90	\$16.20
Head Distributor	\$14.60	\$15.60	\$15.90	\$16.20
Press/Distribution/Alteration	\$14.50	\$15.50	\$15.80	\$16.10
Order Clerk/Truck Loader/ Custodian/Soil Sort/ Counter/Stacker	\$14.40	\$15.40	\$15.70	\$16.00
All Other Production Employees	\$14.30	\$15.30	\$15.60	\$15.90

Individuals hired after July 1, 2018, shall be hired into one of two classifications: “Head Washman” and the “All Other Production Classification” and shall remain in those classifications for pay purposes. Engineering classifications shall remain as specified in CBA.

New Employees are defined as an individual hired on or after June 1, 2021. Such employees shall, at a minimum, be paid \$.20 per hour over the applicable minimum wage, and they will then be eligible for the next wage increase applicable to all members of the bargaining agreement, at the same time, and in the same amount, as such employees receive this wage increase

The foregoing are the minimums required to be paid. The Employer reserves the right to pay above the foregoing minimums.

Employees shall get the higher of the minimum wage increase or the wage increases set forth in this Agreement so that wage rate is the higher of minimum wage or their then current rate plus the scheduled wage increase.

No current Employee will lose his job because of the seniority rates set forth in the above Scales.

In recognition of seniority, all employees employed as of July 1, 2018, shall be guaranteed the following non-cumulative compensation based on years of service on top of the rates referenced above:

Over five years continuous employment	\$0.05 per hour
Over ten years continuous employment	\$0.10 per hour
Over fifteen years continuous employment	\$0.15 per hour

(Example: All Other Production Employee with 5 years of seniority (classification rate is \$13.60) guaranteed \$13.65; Employee with 10 years of seniority guaranteed \$13.70; Employee with 15 years of seniority guaranteed \$13.75)

ATTACHMENT D

to Collective Bargaining Agreement between American Textile Maintenance (Medico Professional Linens Long Beach, South Gate and L.A. and Republic Master Chefs Long Beach and L.A.), hereinafter known as the "Employer", and Workers United, Western States Regional Joint Board LOCAL NO. 52 Regarding Medico South Gate

Set forth below are paid time off terms covering members of the bargaining unit who work for at Medico South Gate:

- Section 23 Holidays (and where holidays are referenced in 16.3, 16.7, 16.8, and 16.9), Section 24 Vacation, and Section 38 Sick Leave shall not apply to Employees at the SG facility. Instead, the following provision on Paid Time Off shall apply:
  - At time of hire, employees will be credited with 48 hours of PTO which they can begin to use after 90 days of consecutive employment;
  - After one consecutive year of employment, on their anniversary date of hire, employees will be credited with a total of 108 hours of PTO
  - After three consecutive years of employment, on their anniversary date of employment, employees will be credited with a total of 148 hours of PTO.
  - After seven consecutive years of employment, on their anniversary date of employment, employees will be credited with a total of 178 hours of PTO.
  - After fourteen consecutive years of employment, on their anniversary date of employment, employees will be credited with a total of 208 hours of PTO.

There will be a cap of 208 hours of PTO an employee may have at any one time. Forty-eight hours of PTO each year may be used as sick leave in accordance with applicable law, or it may be scheduled as PTO, in accordance with the employee's needs and preferences. The remaining hours of PTO must be scheduled in accordance with the Employer PTO scheduling policy and practice and taken at times that are mutually agreeable to the employee and the employer."

- In no case shall any provision of this Letter of Agreement be construed to have any bearing on Employees covered by the Agreement at any facility other than the SG facility.
- To the extent there is any inconsistency between this Letter of Agreement and the Agreement, the terms of this Letter of Agreement shall prevail.
- Any dispute over the interpretation or application of this Letter of Agreement shall be resolved pursuant to the grievance procedures set forth in the parties' then existing collective bargaining agreement.

FOR THE EMPLOYER:

By: Drew Thomas  
Its: Director of Operations  
Date: 9/20/21

FOR THE UNION:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Initials SVK