# **AGREEMENT**

By and Between

# ARAMARK UNIFORM & CAREER APPAREL, LLC Plant #503

3333 North Sabre Avenue Fresno, CA 93727

Plant #503b

3005 Antonio Avenue Bakersfield, Ca 93308

Plant #504

1617 Jim Way Modesto, CA 95352

**PRODUCTION** 

And

LOCAL 75
WESTERN STATES REGIONAL JOINT BOARD

10/01/2022 to and including 10/03/2025 ARAMARK UNIFORM & CAREER APPAREL CBA # 0505

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#### AGREEMENT

THIS AGREEMENT entered into by and between ARAMARK Uniform & Career Apparel, LLC (Plant #503) Fresno, CA; (Plant #503b) Bakersfield, CA; (Plant #504) Modesto, CA, hereinafter referred to as the "Company", and Local 75, Western States Regional Joint Board, hereinafter referred to as the "Union":

#### WITNESSETH:

It is mutually understood and agreed as follows:

### ARTICLE 1. - Recognition

1.01 The Union is hereby recognized as the exclusive collective bargaining representative for all employees employed in the classifications set forth in Schedule "A" (Fresno/Bakersfield) and Schedule "B" (Modesto) attached hereto. The purpose of this Agreement is to fix minimum wages, hours and working conditions for all employees in the various departments of the Company.

## ARTICLE 2. - Union Membership

- 2.01 Membership in the Union shall be a condition of employment on and after the 31st day following the beginning date of employment or the effective date of this Agreement, whichever is later, and continued membership in good standing shall also be a condition of employment. Newly hired employees who are not members of the Union shall complete membership within thirty-one (31) days from the beginning date of employment.
- 2.02 When new or additional employees are needed by the Company, the Company shall first notify the Union of the number of employees and classifications needed in order that they may be interviewed. If the Union is unable to furnish an applicant for the vacancy requested by the Company, the Company shall have the right to hire from other sources.
- 2.03 Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, non-membership in the Union, Union membership, by-laws, rules, regulations, constitutional provisions, or in other aspects or obligations of Union membership policies or requirements.

- 2.04 The Company shall have the right to reject any applicant referred to him by the Union. The Company, upon request from the Union, shall give his reasons for refusing to accept said applicant. The Union in referring applicants, and the Company in hiring any employee, shall give preference of employment to applicants previously employed in this industry in the local area in which they apply for work.
- 2.05 The Company agrees to notify the Union in writing, upon forms to be supplied by the Union, of all new employees hired within seven (7) days following the beginning date of employment, furnishing the Union with the employee's name, address, social security number and the date of employment of each new employee.
- 2.06 The Company also agrees that upon notice in writing by the Union, any employee who is not in good standing with the Union, in accordance with this Section, shall be removed from the Company's payroll within seven (7) days from receipt of said notice.
- 2.07 The parties to this Agreement will post, in places where notice to employees and applicants for employment are customarily posted, a copy of this Section and any and all other provisions relating to this matter.
- 2.08 The Company shall deduct from the first paycheck issued to each employee covered by this Agreement, and each calendar month thereafter, the regular monthly dues owing to the Union by each employee employed by the Company. The Company shall also deduct initiation fees and special fees and assessments voted on and approved by the Union (fines are not included) for all employees. The Union shall furnish, on or before the first of each calendar month, a list of employees employed by the Company for whom the Company shall make deductions. The Company shall make such deductions in accordance with such list provided the employees listed therein are in the employ of the Company the last day of the previous calendar month and, provided further, that the Union shall have secured and furnished to the Company written authorization for such deductions of each employee.
- 2.09 The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues out of an employee's pay. The Union assumes full responsibility for the deposition of the monies deducted once they have been turned over to the Union.

#### ARTICLE 3. - Hours of Work

3.01 Eight (8) consecutive hours, excluding the one-half hour unpaid lunch period, shall constitute the regular shift or work day. The Company shall establish employees' starting times and pay shift premium in addition to the regular rate for the employees' classifications for all hours worked when the starting time falls within the shift starting time range shown on the following schedule.

SHIFT	STARTING TIME RANGE	SHIFT PREMIUM	
	Regular Shift Schedule	Per Hour	
First	5:00 a.m. to 9:59 a.m.	\$.00	
Second	10:00 a.m. to 1:59 p.m.	\$.05	
Third	2:00 p.m. to 5:59 p.m.	\$.10	
Fourth	6:00 p.m. to 10:59 p.m.	\$.15	
Fifth	11:00 p.m. to 4:59 a.m.	\$.20	

Any employee starting work during the Starting Time Range shall receive the Shift Premium for all hours worked until the employee quits for the day. The Company may start the First Shift for the Wash Room one (1) hour earlier than the time listed above.

- 3.02 <u>Work Week:</u> Forty (40) hours, consisting of five (5) consecutive eight (8) hour days from Monday through Friday or Tuesday through Saturday, shall constitute the regular straight-time work week, except as provided in sub-Section "3.03" below. For pay purposes only, the work week is defined as starting at 12:01am Saturday and ending 11:59pm Friday.
- 3.03 In the event the Company desires to initiate a four (4) day, ten (10) hour per day workweek, in all or a segment of the Company's operation, the Company representative 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 Company will notify the Union of the results of said vote.
- 3.04 <u>Holiday Weeks:</u> The Company may require employees to work on other than consecutive days during a week in which a holiday falls.
- 3.05 If an employee, for reasons of his/her own (except for an illness for which the Company may require medical certification) has not worked his/her full scheduled work week although the Company has made work available to him, then, when requested by the Company to work on Saturday or the employee's regular day off, he/she shall do so at the regular straight-time rate of pay.

- 3.06 A meal period of not less than thirty (30) minutes nor more than one (1) hour on the employee's own time shall be established at approximately midpoint of each shift.
- 3.07 All employees who were members of the bargaining unit covered by this Agreement on or before September 30, 1982, shall be guaranteed a minimum of thirty-four (34) hours per week, Monday through Friday, except during a week in which a paid holiday occurs at which time the guaranteed number of hours of work shall be thirty-two (32) hours for the week in which the paid holiday occurs. The above provisions shall not apply to any new employee, non-member of the bargaining unit, employed on or after October 1, 1982.
- 3.08 All employees instructed to report for work and who do report Monday through Saturday shall be guaranteed four (4) hours of work or pay for same; however, if due to a breakdown and no work is performed by the employee, then the employee shall receive only two (2) hours' straight-time pay as "show-up pay."
- 3.09 In the event of an energy crisis where the local utility companies enforce a voluntary shutdown during specified periods of the day, the Company and the Union will mutually agree on alternate or optional shift schedules to meet such emergency.
- 3.10 <u>Utility Employees:</u> Only employees spending all of their work time for the Company as Utility Employees shall be subject to the following:
  - The straight-time work day for Utility Employees shall consist of eight (8) consecutive hours, meal time excepted, worked at any time during the twenty-four (24) hour day to be designated by the Company.
  - 2. The straight-time work week for Utility Employees shall consist of any five (5) work days during the calendar week. However, the Company shall designate two (2) regular days off, and if the Utility Employee is required to work on those days off, he shall be paid for such work on such days at one and one-half (1-1/2) times the regular straight-time rate of pay for work on the sixth (6th) day and double the regular straight-time rate of pay for work on the seventh (7th) day.
  - Overtime: Overtime shall be paid the Utility Employee at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay for all work performed in excess of eight (8) hours in any one day, forty (40) hours in any work week, and work performed on the employee's regular scheduled days off. The Utility Employee shall be paid at double-time for work on the seventh (7th) consecutive day.

- 3.11 The provisions of Paragraph "3.07" of this Section 3 shall not apply to the classification of "Utility".
- 3.12 The Company may employ as many as three (3) part-time employees in facilities employing thirty-five (35) or more Union represented employees. The Company may assign part-time employees to part-time work weeks of twenty (20) hours or less consisting of workdays of not less than four (4) hours nor more than eight (8) hours, Monday through Friday or Tuesday through Saturday. Part-time employees shall receive prorata holiday pay calculated as hours worked in the thirty calendar days preceding the week in which the holiday occurs divided by 173.

#### ARTICLE 4. - Intermittent Periods of Work

- 4.01 There shall be no intermittent periods of unemployment during any one day except for breakdown. In cases 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 ready, they shall be paid from the time they are ordered to work until actual work begins.
- 4.02 Employees required to remain on the premises of the Company, 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.

#### ARTICLE 5. - Overtime

- 5.01 Overtime at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay shall be paid to all employees covered by this Agreement under the following conditions.
  - For all work performed in excess of eight (8) hours on any one shift except for those assigned to a 10 hour 4 day schedule as identified in Article 3.03 of the agreement;
  - For all work performed in excess of forty (40) hours in any one week;
  - For all work performed on an employee's sixth (6) day of work as determined by their regularly assigned workweek.
  - 4. For all work performed by employees assigned to Monday through Friday regular straight-time workweek in excess of 32 hours in a week in which a paid holiday occurs unless said paid holiday falls on a Saturday. For all work performed by employees assigned to Tuesday through Saturday regular straight-time workweek in excess of 32 hours in a week in which a paid holiday occurs unless said paid holiday falls on a Monday.

5. Overtime shall be considered to be mandatory, with a maximum requirement of two (2) hours during any single shift. However, if the reason for the overtime is due to equipment breakdown, unexpected leaves i.e. sick calls, acts of God or other emergency, the aforementioned two (2) hour maximum shall not apply. The Company will be required to notify employees at least three (3) hours in advance if regular overtime is required. Employees shall not unreasonably refuse to work overtime.

## ARTICLE 6. - Holidays

- 6.01 The following days shall constitute paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday, two (2) Floating Holidays and other personal holidays as provided in the Agreement. No work shall be performed in any department on New Year's Day, Thanksgiving Day or Christmas Day. The Sunday before or the Sunday following Labor Day shall be a voluntary work day.
- 6.02 Any employee completing twenty (20) years of service with the Company shall be entitled to an additional paid floating day to be taken at any time during the employment year.
- 6.03 Employees may work on Labor Day on a voluntary basis if requested to do so by the Company, in which event they shall receive double their straight-time rate of pay for all hours worked in addition to holiday pay, if eligible for same, in accordance with Section 6-B below. Should an employee work in excess of eight (8) hours on Labor Day, his rate of pay for all hours worked in excess of eight (8) hours shall be three (3) times the straight-time rate of pay in addition to the holiday pay.
- 6.04 The above eight (8) holidays shall be paid for at eight (8) hours at the employee's regular straight-time rate of pay regardless of the day of the week on which they fall.
- With regard to the Employee's Birthday holiday, the employee must have been on the payroll of the Company for a one (1) year period immediately preceding the holiday, and the employees shall have the privilege of observing said holiday any time between the week of their birthday through the week prior to their subsequent birthday when scheduled see example below, by mutual agreement with the Company, However, not more than one employee may be off on any one day and, in the event the birthday falls on a Saturday, Sunday or holiday, the employee is still entitled to the birthday holiday off with pay. There shall be no carryover of the birthday holiday from the awarded beyond the subsequent birthday, holiday is awarded.

- \* Example of above on (no carry over). In the event, an employee's birthday is June 1<sup>st</sup>, they have up to the following May 31<sup>st</sup> to use the birthday holiday. Failure to utilize the birthday holiday on or prior to May 31<sup>st</sup> of the subsequent year will result in a forfeiture of the holiday.
- 6.06 However, Employees shall request floating holidays & birthdays no less than fourteen (14) calendar days in advance of the desired day(s) to use such. Requests will be made via a written request form provided by the Company. There shall be no carryover of floating holidays and birthday holiday except in cases wherein an employee(s) has followed the aforementioned process and had their request denied on two (2) separate occasions. Such employee(s) will be "paid out" their floating holiday(s) or birthday holiday on their anniversary date, provided they advise the Company the week prior.
- 6.07 The Company will respond in writing within seven (7) days after receipt of written request from the Employee. Should no response be received, the day shall be granted as requested. If the day is denied the Company must offer an acceptable alternate date. The Company shall not unreasonably deny when the employee has a legitimate reason.
- 6.08 The above holiday shall be paid provided the employee qualifies under the following conditions:
  - The employee has been a member of the bargaining unit and worked the first day in the calendar month in which the holiday falls.
  - The employee must have been on the payroll of the Company for the thirty (30) day period immediately preceding the holiday. This sub-section shall not apply to employees who have been active members of the Union for thirty (30) days or more.
  - 3. The employee shall have worked all the hours of work scheduled for the week in which the holiday occurs, if requested to work by the Company, including work on the Saturday in the holiday week, except where religious beliefs or bonafide illness prevent the employee from working, and including the Friday prior to a Monday holiday or in the event a holiday falls on Sunday and is recognized on Monday. This paragraph shall be interpreted so the Company may require the Friday before the holiday or the Saturday after the holiday, but not both.
- 6.09 When work is performed in any department on any of the three (3) holidays upon which work is permitted, an employee qualified in accordance with this Section shall be paid for eight (8) hours at the employee's regular straight-time hourly rate of pay to which the employee would have been entitled had he not worked on the holiday, and the employee shall be paid for all hours worked on the holiday at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

- 6.10 Any work performed on the Saturday within the same week that work was performed on a paid holiday in a particular department, or departments, shall be paid at the rate of time and one-half (1-1/2) the regular straight-time hourly rate of pay for all work performed on said Saturday. Should any of the three workable holidays fall on a Saturday and work is performed in any department, employees qualified in accordance with this Section, who work on said Saturday holiday, shall be paid for the holiday at eight (8) hours at the regular straight-time hourly rate of pay and time and one-half (1-1/2) for all hours worked on said Saturday holiday.
- 6.11 Any employee who works on a paid holiday shall be paid at the holiday rate set forth in this Section even though he might not otherwise qualify to be paid for the holiday if he did not work it.
- 6.12 At the option of the Company, the Friday preceding a Saturday holiday may be declared a no-work day, and forty (40) hours shall be paid each employee at his average earned hourly rate.
- 6.13 A layoff of sixty (60) days or less shall not affect an employee's right to holiday pay insofar as the requirement of working one month for the same Company is concerned.
- 6.14 When a paid holiday falls on a Sunday, the following day shall be observed.
- 6.15 The Company will honor seniority in granting days off on the day after Thanksgiving.

#### **ARTICLE 7. - Vacation**

- 7.01 All employees covered by this Agreement, who have been employed by the Company for one (1) year or more shall be entitled to a vacation with pay as follows:
  - Employees must have worked not less than fifteen hundred (1500) hours in the first year of employment. (Paid holidays and vacation time shall count as time worked for the purposes of qualifying under the foregoing sentence). A year of employment shall be the twelve (12) months dating from the day the employee first entered upon his/her employment or reentered after a lapse of employment.
  - For those employees who have worked one (1) year or more but less than three (3) years, the vacation shall be equal in length to 40 hours' pay (1 week) for the time worked in the previous employment year. Employees

who have personal leaves of absence (reasons other than medical, workers' compensation or FMLA) exceeding thirty (30) days during the previous employment year shall receive pro-rata vacation in accordance with the Pro-Rata Vacation Schedule.

- 3. For those employees who have worked three (3) or more years but less than eight (8) years, the vacation shall be equal in length to 80 hours' pay (two weeks) for time worked in the previous employment year. Employees who have personal leaves of absence (reasons other than medical, workers' compensation or FMLA) exceeding thirty (30) days during the previous employment year shall receive pro-rata vacation in accordance with the Pro-Rata Vacation Schedule.
- 4. For those employees whom have worked eight (8) or more years, but less than twelve (12) years, the vacation shall be equal in length to 120 hours' pay (3 weeks) for the time worked in the previous employment year. Employees who have personal leaves of absence (reasons other than medical, workers' compensation or FMLA) exceeding thirty (30) days during the previous employment year shall receive pro-rata vacation in accordance with the Pro-Rata Vacation Schedule.
- 5. For those employees who have worked twelve (12) or more years, the vacation shall be equal in length to 160 hour's pay (4 weeks) for the time worked in the previous employment year. Employees who have personal leaves of absence (reasons other than medical, workers' compensation or FMLA) exceeding thirty (30) days during the previous employment year shall receive pro-rata vacation in accordance with the Pro-Rata Vacation Schedule.
- 7.02 Pay in lieu of vacations shall not be granted. The Company shall post a vacation schedule on or before October 1st for all employees, granting employees with the most seniority preference on a departmental basis. Employees must state their preference for vacation by December 31st or they shall lose their seniority preference for such vacation periods. Any change in the vacation schedule as posted must be made with the Company's consent. The Union will be forwarded a copy of the vacation schedule on December 31st of each year.
- 7.03 The Company shall comply with any Federal, State, or Local law when it comes to paying out any accrued vacation for employees terminated prior to them being able to use such accrued vacation as established in section 7.01 above.
- 7.04 If an employee requests it not less than two weeks before leaving on vacation, the employee shall be granted vacation pay allowance before leaving on vacation.
- 7.05 If the Company instructs or agrees for an employee to take his/her vacation at such time that one of the paid holidays, provided for herein, should occur

during that vacation period, then the Company shall pay to that employee that amount due for the paid holiday in addition to the vacation allowance. However, if the employee demands the vacation at such time that one of the paid holidays, provided for herein, occurs during such vacation period, then the employee will not be entitled to pay for that holiday as such.

## ARTICLE 8. - Union Representation

- 8.01 Any representative of the Union shall be allowed to visit the Company's plant during working hours and shall have the right to examine the timecards and paychecks for work performed by any employee of the bargaining unit, and shall be permitted to collect initiation fees, dues, assessments, and sign up new employees for membership to the Union during working hours. The representative must first report to the office to sign in and to notify management of their visit.
- 8.02 It is understood that in the conduct of Union Business, should a long discussion become necessary, representatives of the Union will conduct such business outside of the production area in such a manner as not to interfere with the normal operation of the Company's business. In no way will this be interpreted to restrict an official representative of the Union from entering the production area to conduct bonafide Union business.
- 8.03 A Shop Steward, appointed by the Union from among the employees working in said plant, shall be allowed to take applications for membership in the Union from new employees and to collect initiation fees and dues from said employees.
- 8.04 Shop Stewards shall not be discriminated against in any manner by the Company or his agent because of giving any information regarding violation of the Union Agreement or on account of his or her activities in presenting an adjustment or grievance or disputes to the Union. Should any dispute or grievance or misunderstanding arise and a satisfactory settlement between the parties fail, it then shall be referred to the Adjustment Board as provided in Section 32.
- 8.05 The Company will notify the Union Representative when conducting orientation for newly hired employees. The Company will provide the Union with the ability to meet with the new employees for fifteen (15) minutes during said orientation.

#### ARTICLE 9. - No Strike/No Lockout

- 9.01 The Union will not call any strike of its members in sympathy with other organizations of labor unions unless sanctioned by the Executive Board of Local 75, and the Western States Regional Joint Board and its members will faithfully perform their duties to the best of their ability through the life of this Agreement.
- 9.02 The Company agrees that there will be no lockouts during the term of this Agreement. Shutdowns, layoffs or curtailments brought about by economic conditions, operational requirements, disasters, governmental regulation or order, or other conditions beyond the Company's control shall not be considered lockout or a violation of this Agreement.

#### ARTICLE 10. - Uniforms

10.01 The Company agrees to furnish, without cost to the employee, any uniform or wearing apparel designated by him for employees to wear during their hours of duty. The Company further agrees to launder and/or clean and furnish all parts of such designated uniforms worn by employees while on duty.

#### ARTICLE 11. - Rest Periods

11.01 Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of employment. The rest period, insofar as practicable, shall be in the middle of each work period. Should an employee complete his/her day's work between the fourth (4th) and sixth (6th) hour, he/she shall not be entitled to the second paid rest period on that day. Once an employee has completed work in excess of (6) hours, he/she shall have earned and be given the second ten (10) minutes' paid rest period for that day. Employee(s) shall not be required to work in excess of three (3) hours after their second (2<sup>nd</sup>) regularly scheduled rest period without being afforded an additional ten (10) minute rest period.

## ARTICLE 12. - Unpaid Sick Leave

12.01 No employee will lose seniority because of absence due to sickness if said absence is not in excess of one hundred eighty (180) calendar days, and if said employee returns to work within seven (7) calendar days after receiving a doctor's release to work. The Company must return the employee to work within seven (7) calendar days after he has been notified by the employee that said employee has been released to work by a doctor.

- 12.02 Any employee exceeding this privilege shall forfeit his vacation right for the year only. Each time an employee takes leave under this paragraph, the Company shall present to the employee his time record showing the period of time taken as leave, and the employee shall thereupon sign said time record acknowledging the correctness of the time charged as leave.
- 12.03 Employees with over three (3) years of service may apply for up to thirty (30) day Leave of Absence. Employees requesting such leave must give at least thirty (30) days notice and it must be approved by management. Management shall not unreasonably deny such leave. No more than one (1) employee can be off on this extended leave at one time.
- 12.04 Employees who do not return when scheduled shall be considered as having voluntarily terminated on the date of the expiration of the leave except in cases of extreme extenuating circumstances. In such case, the Company may request proof of such an emergency.
- 12.05 Leave of Absence can be used in conjunction with vacation not to exceed 40 days for employees with four (4) weeks of vacation and thirty (30) days for people with three (3) weeks or less vacation.

## ARTICLE 13 - Industrial Accident or Injury

- 13.01 Any employee injured in the performance of his duties, requiring time off during the first day of injury, shall receive full compensation for time not worked, but not to exceed the employee's regular scheduled work day. Claims of injury shall be verified by the Company's medical doctor if the Company requires such verification. Any employee who is absent due to industrial accident and/or illness shall maintain his prior seniority for purposes of re-hire and future vacations.
- 13.02 Employees who are off work due to an industrial injury will be required to perform light duty assignments which are consistent with medical restrictions. Employees working in a light duty capacity shall be compensated at the rate of the job assigned. This provision in no way affects any other rights to other compensation payable under applicable workers' compensation statutes. When returned to their regular assignments from light duty, the employees' former rates of pay will be restored.

#### ARTICLE 14. - Paid Sick Leave

- 14.01 Employees with more than one (1) year of continuous employment with the Company shall earn sick leave pay at the rate of one-half (1/2) day's pay per month providing the employee has no unexcused absences during the month and providing the Company notifies the Union of all unexcused absences immediately following their occurrence. Said sick leave pay shall be cumulative to a maximum of thirty (30) days.
- 14.02 Employees with more than one (1) year of service with an accumulated leave bank shall be eligible for sick leave pay commencing on the first (1st) day of illness. The Company may request a Doctor's note or a reasonable proof starting from the first (1st) day of absence. Falsification of request for sick leave benefits shall be grounds for termination. Employees who re hospitalized or employees holding the maximum accumulation of sick leave days of twenty five (25) shall be eligible for sick pay on the first day of illness.
- 14.03 Sick pay may be integrated with any State or Federal Disability Insurance Program. The Company will comply with the State of California sick leave law.
- 14.04 The Company will comply with the California School Partnership Act.

#### ARTICLE 15. - Incentive Work

15.01 Any incentives, piece work, and bonus plans shall be a violation of this Agreement unless agreed upon between the Union and the Company in writing.

## ARTICLE 16. - Wages

- 16.01 All employees covered by this Agreement shall be paid at not less than the scale of wages shown in Schedule "A" (Fresno/Bakersfield) or Schedule "B" (Modesto) attached hereto and made a part hereof.
- 16.02 Where there is only one Marker and/or Distributor or one Washer employed, he or she shall receive the rate of pay scheduled for the head of such department.
- 16.03 Helpers in the washroom, when doing a journeyman's work, shall receive a journeyman's pay.
- 16.04 In the event that new employment classifications, not covered by the classifications attached hereto, originate on or after the effective date of this Agreement,

said new classification or classifications shall be subject to negotiation as to wage rate and descriptive title within thirty (30) days of receipt of written notice by either party requesting same. Said negotiations shall be completed within thirty (30) days thereafter and any wage established shall be effective when agreed upon. Old classifications actually in existence, but not set forth in this agreement, shall be negotiable on the same time limits as set forth above.

- 16.05 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in the schedule contained herein for the class of work in which he or she is engaged, shall suffer a reduction of wages through the adoption or operation of this Agreement.
- 16.06 An employee temporarily changed from a higher paid job classification to a lower paid job classification, or vice versa, shall be paid at the rate of the higher classification during the day in which the change from one classification to another takes place. All employees working in Group I of Schedule "A", when transferred to a higher paid classification, will be compensated at the rate of the higher classification for the time worked only. Should the employee be required to work beyond two (2) hours at the higher classification, the employee shall automatically receive eight (8) hours pay at the higher rate.
- 16.07 Company will abide by any applicable local, state and federal wage regulation.

#### ARTICLE 17. – Health & Insurance Plan

- 17.01 The Company shall contribute to the Amalgamated National Health Fund for the purpose of providing hospitalization, medical, prescription drug, vision, and dental coverage for eligible employees.
- 17.02 Each employee on the payroll of the Company on the first day of each calendar month shall be eligible to have Company health and insurance contributions made on his/her behalf. However, no contributions shall be made on behalf of new hires who are not members of the bargaining unit until the first day of the first calendar month following the employee's first thirty (30) calendar days of employment.
- 17.03 Premiums shall be payable not later than the 15th day of each calendar month.

- 17.04 The Company shall be subject to the existing Trust Indenture, as it may be amended from time to time, with respect to any matter other than contribution rates which are specified in Article 18. A Company's obligation to make contributions is limited solely to the amount designated by the Trustees of the aforesaid Trust as "contributions" and does not include payment of claims.
- 17.05 The Company agrees that if it becomes necessary for the Trustees to take any legal action to collect the above-specified Company contributions during the term of this Agreement, and the Trustees prevail, the Trustees may collect from the Company in such legal proceedings reasonable costs and attorneys' fees necessarily incurred by the Trustees, the amount to be fixed by the Court.
- 17.06 For the purpose of this Article and this Article only, an employee will not be considered on the payroll on the first day of the calendar month if the employee has been terminated, laid off, or is on an approved leave of absence, whether for bona fide illness or not.

#### ARTICLE 18 - Maintenance of Benefits

- 18.01 <u>Effective January 1, 2023:</u> the employees will be offered and may choose one the following Amalgamated Health and Welfare Plans:
- 18.01.1 Bronze Plan wherein the employees will pay twenty (20%) percent of the "Bronze Plan" premium Six Hundred and Eighty-Eight Dollars (\$688.00).
- 18.01.2 Silver Plan wherein the employees will pay twenty-two (22%) percent of the "Silver Plan" premium Eight Hundred and Eighty Dollars (\$880.00).
- 18.01.3 "Gold Plan" wherein the employees will pay Twenty-five (25%) percent of the "Gold Plan" premium Nine Hundred and Eighty Two Dollars (\$982.00).
- 18.01.4 Additionally, employee(s) may select to cover dependents as identified in the foregoing plans. HOWEVER, such employees will be responsible for one hundred percent (100%) of the additional costs.
- 18.02 <u>Effective January 1, 2024:</u> the employees will be offered and may choose one the following Amalgamated Health and Welfare Plans:
- 18.02.1 Bronze Plan wherein the employees will pay twenty-one (21%) percent of the "Bronze Plan" premium Seven Hundred Twenty-Two Dollars (\$722.00).
- 18.02.2 Silver Plan wherein the employees will pay twenty-three (23%) percent of the "Silver Plan" premium Nine Hundred Twenty-Four Dollars (\$924.00).
- 18.02.3 "Gold Plan" wherein the employees will pay Twenty-Five (25%) percent of the "Gold Plan" premium One Thousand and Thirty-One Dollars (\$1,031.00).

- 18.02.4 Additionally, employee(s) may select to cover dependents as identified in the foregoing plans. HOWEVER, such employees will be responsible for one hundred percent (100%) of the additional costs.
- 18.03 <u>Effective January 1, 2025:</u> the employees will be offered and may choose one the following Amalgamated Health and Welfare Plans:
- 18.03.1 Bronze Plan wherein the employees will pay twenty-two (22%) percent of the "Bronze Plan" premium Seven Hundred Fifty-Eight Dollars (\$758.00).
- 18.03.2 Silver Plan wherein the employees will pay twenty-five (25%) percent of the "Silver Plan" premium Nine Hundred Seventy Dollars (\$970.00).
- 18.03.3 Additionally, employee(s) may select to cover dependents as identified in the foregoing plans. HOWEVER, such employees will be responsible for one hundred percent (100%) of the additional costs.

#### ARTICLE 19. - Pension Plan

19.01 <u>Contributions</u>. Effective June 1<sup>st</sup> 2022, the Company shall contribute the sum of One Hundred Thirty-Four Dollars and Eighty-Two Cents \$134.82. per month on behalf of every employee who fulfills the eligibility requirements set forth in this Article for the provision of pension benefits through the National Retirement Fund (NRF). The Company will contribute to the Pension Fund in accordance with the Pension Recovery Act surcharge / taxation and the national agreement between Aramark and the Trust Fund as follows:

Effective 6-1-22\$134.82

Effective 6-1-23 \$140.97

Effective 6-1-24\$147.40

Effective 6-1-25 \$154.12

- 19.02 The Union shall submit to the Company, on the first day of each month, a record of the contributions required, per employee, under this Article. The Company will forward such contributions by check made payable to the party designated by the Board of Trustees on behalf of each eligible employee under the terms of this Agreement, not later than the 15th of each month, to the address designated by the Board of Trustees
- 19.03 <u>Eligibility.</u> Each employee on the payroll of the Company on the first day of each calendar month shall be eligible to have Company pension contributions made on his/her behalf. However, no contributions shall be made on behalf of new hires who are not members of the bargaining unit until the first day of the first calendar month following the employee's first thirty (30) calendar days of employment.
- 19.04 <u>Trust Provision.</u> The Company hereby agrees to adopt the National Retirement Fund (NRF) and any amendments thereto insofar as the Trust Agreement and any such amendments are not inconsistent with the terms of this Agreement.

  ARAMARK UNIFORM & CAREER APPAREL CBA # 0505 Page 18 of 32

#### ARTICLE 20. - Funeral Leave

20.01 Each employee shall be allowed time off to attend the funeral of a member of his/her immediate family defined as mother, father, spouse, sister, brother, child, adopted child, grandparents, mother-in-law and father-in-law, Aunt, current Brother-in-Law, Domestic Partner, Grandchild, Uncle and current Sister-in-Law said time to be three (3) days if funeral is held within the State of California and five (5) days outside the State of California. In both cases up to three (3) of these days shall be paid at the employee's regular rate of pay times eight (8) hours. The Company may require proof of death.

#### ARTICLE 21. - Time Records

- 21.01 Time records shall be maintained by the Company for all employees for the purpose of recording time worked. These records shall show the actual time the employment begins and ends each day, as well as the time out for meal periods, the hours worked in each day, and the total hours worked for the pay period.
- 21.02 Time clocks with suitable timecards or other adequate timekeeping records shall be provided by the Company.
- 21.03 Where time clocks are installed and timecards are to be punched, they must be punched by each individual employee in accordance with the Company's instructions.
- 21.04 Where an incentive plan is in operation, the Company shall provide the employee with a record of his or her productivity for the day if the plan is on a daily basis, or for the week if it is on a weekly basis. These records may be furnished to the employee by means of a bulletin board or individual reports.
- 21.05 All records showing hours of employment, starting and quitting time, and records of productivity where an incentive plan of compensation is in effect, shall be made available to the accredited representative of the Union when requested by the Union during regular business hours.
- 21.06 The Company shall furnish or make available to the Union representative a suitable place for the purpose of inspecting such records, and such records shall not be removed from the business establishment of the Company.

#### ARTICLE 22. - Bulletin Boards

22.01 It is agreed that suitable bulletin boards will be installed by the Company near the time clock or another appropriate place. These bulletin boards are also for the use of the Union in positing notices and other official Union matters. An area at least 12"x18" will be kept clean for exclusive use by the Union.

#### ARTICLE 23. - Discrimination

The parties to this Agreement agree there shall be no discrimination against any employee or any applicant for employment because of race, color, religion, sex, age, or national origin, disability, Sexual orientation or Vietnam Era Veteran status. This obligation not to discriminate includes, but is not limited to: hiring, placement, upgrading, transfer or demotion; recruitment, advertising or solicitation for employment; training during employment; rates of pay or other forms of compensation; selection for training, including trainees; and layoff or termination.

## ARTICLE 24. - Working Rules and Regulations

24.01 Rules and regulations for the conduct of the business such as the Company shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all employees. New rules and/or rule changes in existing rules shall not become effective until fifteen (15) 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 Company, or they may be issued to employees in the form of a manual.

## ARTICLE 25. - Management Rights

The functions of management include but are not limited to the exclusive right to: hire, promote, demote, transfer, discipline, suspend, discharge for cause, increase or decrease the work force to meet the needs and conditions of the business. to maintain the efficiency of the operation of the employees, to terminate operations or any part thereof, to establish the employees, to terminate operations or any part thereof. to establish and enforce rules and regulations, to determine the schedule of work or days of work, to increase or decrease the number of work shifts, to determine the size and location of work stations, to abolish classifications of work and to reassign the duties thereof, to install any labor savings device or equipment, all without hindrance or ARAMARK UNIFORM & CAREER APPAREL CBA # 0505 Page 20 of 32

interference by the Union, except as specifically abridged by the terms of this Agreement.

#### ARTICLE 26. - Seniority

26.01 Full consideration shall be given to employees' continuous length of service records in making promotions, layoffs, and re-hiring after layoffs.

26.02 In recognition of the Company's responsibility for the efficient operation of the plant, it is understood and agreed that in all cases of increase or decrease of plant forces, and in cases of promotion, the Company shall consider seniority, ability to perform the work, and physical fitness. If ability to perform the work and physical fitness are relatively equal, then seniority shall govern.

In the event of a layoff due to lack of work, the least senior employee within a department shall be laid off first (1st) and recalled from layoff, the last employee laid off within a department shall be the first (1st) employee recalled until the list of laid-off employees is exhausted. An employee who is subject to layoff may bump the least senior employee, based on plant-wide seniority. Provided such employee has experience in the classification and within a five (5) day trial period. If such employee is unable to meet the production standards at the completion of the five (5) day trial period, said employee may be laid off and the bumped employee will be recalled to work.

Any employee who was laid off and later rehired, prior to and including the 180<sup>th</sup> day of his or her date of layoff, shall retain his or her original date of hire prior to the layoff for all terms and conditions under this Agreement. In the event that a laid off employee has five (5) years of seniority within the location that he/she has been laid off, said employee will have recall rights for up to one (1) year after the employee was laid off. In any case, employees are required to ensure the Company has their current contact information. When recalling employees the Company will attempt to contact first (1<sup>st</sup>) by telephonic means as provided by the employee and second (2<sup>nd</sup>) send via certified letter to the most recently provided address. The recalled employee(s) will have five (5) days to report to work after the Company has made either telephonic contact or delivery of the certified letter. In the event the employee(s) do not report to work within the aforementioned five (5) days, their employment will be severed.

26.05 During an employee's first ninety (90) calendar days of employment, he/she shall be on probation. During this period, an employee may be terminated by the Company with such termination not subject to Section 28, Grievance Procedure.

- 26.06 Employees on an approved non-industrial injury Leave of Absence shall retain seniority for six (6) months. Such Leave may be extended pursuant to the Company's FMLA and ADD policies.
- 26.07 Job vacancies shall be posted in a conspicuous place for a period of five (5) working days. Employees will have an opportunity to apply for such vacancies. In awarding the job the following factors shall be considered: (1) The ability to perform the work (including excessive absenteeism), (2) physical ability, (3) length of service. If as between two (2) employees factors 1 and 2 are relatively equal, then factor 3 length of service shall be controlling.
- 26.08 No employees may be awarded more than one bid within any 12 month period. Employees awarded a bid shall have five (5) working days to return to their previous position. However, such employee shall be prohibited for bidding again for 12 months.

## ARTICLE 27. - Discipline and Discharge

- 27.01 It is understood and agreed that the right of discharge shall rest in the discretion of the Company, provided the Company shall not discharge or otherwise discriminate against any employee because of Union affiliation or activity where such activity does not interfere with the ordinary work of the employee. If any employee feels that he/she has been unjustly discharged, he/she may have his/her grievance brought to the Adjustment Board by the Union for consideration and final disposition.
- 27.02 No employee shall be discharged for any reason without having previously received progression of discipline. The following Steps shall be observed for just cause discipline:
  - Verbal Warning
  - 1<sup>st</sup> Written Warning
  - Suspension
  - Termination
- 27.03 The Company will promptly advise the Union in writing of any disciplinary action.
- 27.04 Immediate discharge for the following actions shall not require prior written notice:
  - Being under the influence of alcohol or drugs

- Insubordination
- Gross negligence
- Dishonesty including theft
- Fighting
- Gross Sexual Harassment
- 3 days unexcused absence with no call to the Company
- 27.05 Any discharge notice shall be in writing and shall set forth the reason for the discharge. The Company shall send a copy of the discharge notice to the Union within seven (7) calendar days.
- 27.06 Discipline notices shall be effective for twelve (12) months from the date issued.

## ARTICLE 28. - Grievance and Adjustment Board

- 28.01 A grievance is defined as meaning any dispute that may arise between an employee and the Company, or between the Union and the Company respecting the interpretation, application, or alleged violation of any of the terms of this Agreement.
- 28.02 <u>Step One:</u> The Union, employee, or the steward (at the employee's option) shall attempt to settle the grievance with their supervisor within ten (10) calendar days of the alleged violation.
- 28.03 <u>Step Two:</u> If the grievance is not resolved in Step One, the Union may proceed to the 2<sup>nd</sup> step. At this step the grievance will be presented in writing by the Union Representative to the Plant Manager within five (5) calendar days following the discussion in Step One. The Union, employee and steward shall meet with the Plant Manager within five (5) calendar days. The Plant Manager will provide a written answer to the written grievance within seven (7) calendar days.
- 28.04 <u>Step Three:</u> If the grievance is not resolved in Step Two, the Union may proceed to the 3<sup>rd</sup> step by notifying the Labor Relations Director with five (5) calendar days. Within fifteen (15) calendar days a meeting with the Union and the Labor Relations Director or his / her designee will arrange a meeting to discuss the grievance. The deadline may be extended by mutual written agreement between the parties. The Labor Relations Director will provide a written answer to the grievance with ten (10) calendar days following the Step Three meeting.
- 28.05 In the event the grievance is not resolved in Step Three, the Union, within fifteen (15) calendar days will notify the Company of its intent to submit the grievance to arbitration.

- 28.06 The Union will request that within seven (7) calendar days the Federal Mediation and Conciliation Service furnish the parties with a panel of seven (7) arbitrators all of whom shall be members of the National Academy of Arbitrators. An arbitrator shall be selected by the parties by each party striking in turn, one strike at a time, three (3) names from the panel. The complaining party shall have the first strike. The person remaining on said list, after party has exercised its strikes, shall become the Arbitrator. The Company or the Union may elect to discard one (1) entire panel of arbitrators presented prior to beginning the selection process.
- 28.07 Each party shall be responsible for one-half (1/2) the expenses and fees of the Arbitrator designated under this Article
- 28.08 The Arbitrator shall not have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and such decision shall be final and binding upon the parties.

#### ARTICLE 29. - Successors

- 29.01 This Agreement shall be binding on the heirs, executors, administrators and assignees of the parties hereto.
- 29.02 It is further agreed that in the event the ownership of the Company's business is changed by sale, merger or any other manner, the Company shall notify the intended purchaser of the existence of this Agreement and shall furnish the intended purchaser with a copy thereof, and arrangements will be made between the prospective purchaser and the present Company for the prorated vacations which may be due an employee at the time the transfer of ownership takes place. The Company shall also notify the Union of said sale, merger or lease.

## ARTICLE 30. - Savings Clause

30.01 In the event any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 31. - Litigation**

31.01 In the event any action at law or equity is required against any individual signatory Company to enforce this Agreement or any provision thereof, and in the event the Union prevails in such action, the individual Company against whom the action is taken hereby agrees to pay reasonable attorney's fees and costs of suit.

31.02 The parties further stipulate that this Agreement has been entered into in the County of Fresno, and any litigation involving said Agreement, or arising out of said Agreement, shall be brought in said County of Fresno.

## ARTICLE 32. - Respect and Dignity

32.01 The Company and the Union agree that each employee and representative of the Company should be treated with respect and dignity. Verbal abuse, threats, or harassment by managers or supervisors to employees and employee to managers or supervisors 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 Company, 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.

## ARTICLE 33 – Health and Safety

- 33.01 The Company shall make reasonable provisions to ensure the safety and health of its employees during their hours of work. The Company recognizes its obligations under federal, state and local regulations and commits to compliance with such regulations. The Union agrees to cooperate with the Company to ensure that all supervisors and employees comply with such reasonable rules, regulations and practices as may be necessary to meet regulatory compliance and to provide safe, sanitary and healthful working conditions.
- 33.02 A health and safety committee will be established by the Company and the Union, which shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Committee will meet at least once a month and will make at least one monthly plant safety tour.
- 33.03 The Company and Union both embrace the principals and ideas contained in the ARAMARK and Workers United National Safety Agreement and will work to institute it in all of our dealings arising out of this Agreement.

## ARTICLE 34. - Ethnic and Cultural Diversity

- 34.01 The parties recognize that many recent immigrant workers are employed by the Company, and are a vital element to the success of the facility. While English is the language of the workplace, the Company recognizes the right of the employees to use the language of their choice amongst themselves.
- 34.02 The Company is committed to improve its ability to communicate with employees who do not communicate in English. To that end the Company agrees: a) It will, within a reasonable period of time, provide training materials, program announcements, and bulleting board notices where practical, to communicate in the principal languages of its employees.
- 34.03 The Company agrees to cooperate with the Union in the development and administration of an English speaking program. The program will incorporate material that will help employees to meet citizenship test requirements as well as material to help with work-related terms and conditions. It will be conducted on Company's premises, providing there is adequate participation.
- 34.04 Where there is a communication difficulty with a particular employee, on request, the Company will provide a translator to facilitate communications. The Company is under no obligation to hire the services of a commercial foreign language translator.

## ARTICLE 35. – Protection of Immigrant Workers

- 35.01 Discharge or Suspension of Employees based on information regarding their immigration and or citizenship status.
  - 1. In the event the Company is legally required to suspend or discharge an employee with one (1) year of service, on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the Company shall provide any such suspended or discharged employee with one (1) year period in which she/he may be reinstated to employment upon the presentation of documentation and or information establishing her/his right to be employed by the Company; provided that this paragraph shall be subject to the applicable seniority, layoff or recall from layoff provisions of this agreement.
  - Upon her/his reinstatement, any such employee shall be granted the seniority held by the employee on the date of her/his suspension and or discharge.

- 35.02 In the event that the Company is served with a validly executed Search or Arrest warrant, the Company shall take the following action.
- 35.03 To the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.
- 35.04 In addition to leaves or other excused absences otherwise permitted under the terms of this Agreement, the Company shall grant employees with leaves or other excused absences for the following purpose:
- 35.05 To attend any appointments scheduled by the INS, U.S. Department of State, or any other government entity with respect to immigration status except as required by law;
  - The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law;
  - The Company 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;
  - If an employee requests that the Company change her records regarding her name or social security number, and the Company can lawfully do so, it will do so and such change will not prejudice the employee's seniority or other rights under this agreement;
  - Should an INS agent demand entry into the Company's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Company shall, as soon as possible, notify the Union by telephone to the Union's office.

## ARTICLE 36 – POLITICAL ACTION COMMITTEE PAYROLL DEDUCTION

36.01 The Company shall deduct and transmit to the Treasurer of Workers United Western States Regional Joint Board, Workers United Western States Regional Joint Board, Committee of Political Education (COPE), the amount of contribution specified for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the Workers United Western States Regional Joint Board. These transmittals may occur no later than the fifteenth (15th) day of

the following month, and may be accompanied by a list setting forth as to each contributing employee, his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC Payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The Company shall send these transmittals and this list to: Treasurer, Workers United Western States Regional Joint Board, 920 So Alvarado Street, Los Angeles, California 90006.

#### ARTICLE 37. – UNION LEAVE OF ABSENCE

37.01 Employees covered by this contract shall be eligible for a leave for union business. Requests for such leave shall be given in writing to management one (1) week before leave is scheduled. No such leave may exceed one hundred and eighty (180) days. During such leave Aramark will continue the seniority of the employee on leave and the accrual of benefits based on seniority. Aramark shall have no obligation to pay wages or fringe benefits contributions during such leave, and shall receive credit for any sick leave days paid by the union to the Company during the special leave, this to be applied against any sick leave payments the Company may be required to pay during the leave. This leave shall be limited to a total of two employees at any one time. These employees shall not engage in any activity against Aramark or its customers.

## ARTICLE 38. – Joint Labor Management Committee

38.01 The parties will establish a Joint Labor-Management Committee, the total number of Union members will not to exceed the number of departments. The permanent members of the committee shall be the representative(s) from the Local Union and the Director of Labor Relations for the Company.

38.02 It is agreed and understood that this committee acts in an advisory capacity only, and does not have the authority to change, modify or add to the Collective Bargaining Agreement, nor are any of their decisions binding on the parties covered by this Collective Bargaining Agreement. Subjects that may be discussed include, but are not limited to: health, safety, efficiency, respect and dignity issues.

## ARTICLE 39. – Term of Agreement

39.01 This Agreement between the parties shall become effective October 1, 2022, and shall remain in full force until October 3, 2025, and shall be automatically renewed from year to year thereafter by yearly terms unless either party shall have

given notice in writing to the other party at least sixty (60) days prior to October 3, 2025 of their desire to change, modify or amend this Agreement.

39.02 In the event such notice is served, the parties shall meet as soon as practicable thereafter and shall discuss and negotiate the change and modifications proposed. In the event an agreement is not reached at the expiration of a sixty (60) day period, the Agreement shall be retroactive to the expiration of said sixty (60) days provided that no strike or work stoppage shall take place at any time during said sixty (60) days; provided further, that retroactivity will not exceed sixty (60) days from the date the contract is submitted by the Company for ratification.

39.03 Should negotiations commence to amend or modify this Agreement the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations until such time as the parties finalize and sign a new Agreement. Either party may terminate the Agreement during the extension period herein by providing written notice to the other. The Agreement will be deemed terminated thirty (30) days after such notice of termination is received.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first herein above set forth.

Aramark Uniform & Career Apparel, LLC Board Local 75, Western States Regional Joint

Mathew Varble November 11, 2022

Director of Labor Relations

Maria Rivera

Date:

Regional Manager/ International V.P

Workers United, SEIU Affiliated Western State Regional Joint Board Base wage rate increases identified on 10/1/2022 shall have \$1.00 of retroactive pay to the effective date.

As a point of clarification Lead Pay will be an additional \$1.00 per hour.

		Schedule	Ning I			
		Wage Rat				
		esno/Baker	and the same of th			
Base wage rate increase ide		r 10/1/22 I				2
	Date		1/1/2022	10/1/2022	10/14/2023	10/12/202
		Increase	N/A	2.00	0.50	0.50
Classification						
Group 1						
Washer, Loader/Unloader, Dryer Operator, Mat Cell Washer, Mat Cell Sling Hanger & Mat Clean Sort			16.14	18.14	18.64	19.14
Group II						
Soil Sorter, Soil Sling Hanger, Truck Unloader, Garment Hanger, Garment Press Operator, FWI Ironer, Feeder/Folder/Catcjer/Bulk Fold/Load Builder, Auto Sort, Pony Washer/Light Dryer, CRT winder, Semi Trailer Loader			15.28	17.28	17.78	18.28
Group III						
Utility/Janitor			15.34	17.34	17.84	18.34
Group IV	Š.	( )			9	3
Stockroom Operator, Garment Mender, Warehouse			15.39	17.39	17.89	18.39
Group V		0 3				4
Executive Press & Pant Press			15.41	17.41	17.91	18.41
Any employee with five (5) years seniority	shall rece	ive an addi	tional \$0.10,	hour.	iii	
Any employee with ten (10) years seniority	shall rec	eive an add	itional 0.25/	hour. Non-cun	nulative.	
New Hire Wage Scale (New Employees who	have not				bargaining ur	nit during the
First 60 calendar days of employment		80% of classification rate				
Second 60 calendar days of employment		85% of classification rate				
Third 60 calendar days of employment		90% of classification rate				
Thereafter Full Classification Rate	<u> </u>	8			0	4

		Wage Rate	5			-	
		Modesto, C	100				
Base wage rate increase identified for 10/1/22 has retroactivity of \$1.00 for all locations							
	Date	- Harriston Common	1/1/2022	10/1/2022	10/14/2023	10/12/2024	
1		Increase	N/A	2.00	0.50	0.50	
Classification							
Head Marker & Distributor			15.41	17.41	17.91	18.41	
Marker/Distributor/Stockroom			15.21	17.21	17.71	18.21	
Tie Out							
Sorter/Counter (Soil)/Loader/Unloader			15.13	17.13	17.63	18.13	
Any employee with five (5) years seniority sha	II recei	ve an additio	nal \$0.10/hou	ır.			
Any employee with ten (10) years seniority sh	all rece	ive an addition	onal \$0.25/ho	ur. Non-cumula	ative.		
New Hire Wage Scale (New Employees who ha	ive not	been an activ	ve member of	the Local 75 b	argaining unit d	uring the 24	
First 60 calendar days of employment		80% of classification rate					
Second 60 calendar days of employment		85% of classification rate			33		
Third 60 calendar days of employment		90% of classification rate					
Thereafter Full Classification Rate							

## Memorandum Of Understanding

#### Between

## Aramark Uniform & Career Apparel, LLC

#### and

# Local 75 Western States Regional Joint Board

The Company agrees to a Hmong interpreter throughout the life of this agreement to be in the Fresno facility only for up to five (5) hours a month. The Company will pay the Hmong translator for his or her monthly visits.

The local management and the local union leadership agree to dedicate part of the monthly five (5) hours to have a Cambodian and Laotian translator, but in no case will the Company pay more than once a month a total of five (5) hours.

Aramark Uniform & Career Apparel, LLC Board Local 75, Western States Regional Joint

Mathew Varble

November 11, 2022

Director, Employee and Labor Relations Aramark Uniform & Career Apparel, LLC Juan Flores Date: 11/12/2022

Laundry & Misc. Division Director

Workers United, WSRJB