

# **AGREEMENT**

**Between**

## **ARAMARK UNIFORM & CAREER APPAREL, LLC**

**MC 516 - 330 Chestnut Street, Oakland, CA 94607  
MC 518 – 31148 San Antonio Street, Hayward, CA 94544  
MC 511 – 855 McKendrie, San Jose, CA 95126  
MC 511B – 11400 A Commercial Parkway, Castroville, CA 95012**

**And**

## **LOCAL 3 WESTERN STATES REGIONAL JOINT BOARD**

**January 08, 2022, through January 10, 2025**

**TABLE OF CONTENTS**

ARTICLE 1 - AGREEMENT ..... 1

ARTICLE 2 - RECOGNITION ..... 1

ARTICLE 3 - UNION SECURITY ..... 1

ARTICLE 4 - HIRING ..... 3

ARTICLE 5 - MANAGEMENT RIGHTS ..... 3

ARTICLE 6 - NON-DISCRIMINATION ..... 4

ARTICLE 7 - WORKING HOURS AND OVERTIME ..... 4

ARTICLE 8 - FULL-TIME AND PART-TIME EMPLOYEES ..... 6

ARTICLE 9 - PLANT BREAKDOWNS ..... 7

ARTICLE 10 - PAY DAY ..... 8

ARTICLE 11 - HOLIDAYS ..... 8

ARTICLE 12 - VACATION ..... 9

ARTICLE 13 - REST PERIODS ..... 11

ARTICLE 14 - DISCHARGE ..... 11

ARTICLE 15 - NO STRIKE/NO LOCKOUT ..... 12

ARTICLE 16 - GRIEVANCE AND ARBITRATION ..... 13

ARTICLE 17 - SENIORITY ..... 14

ARTICLE 18 - LEAVE OF ABSENCE ..... 15

ARTICLE 19 - PAID SICK LEAVE ..... 18

ARTICLE 20 - REPRESENTATION ..... 19

ARTICLE 21 - CLASSIFICATIONS AND WAGES ..... 19

ARTICLE 22 - GROUP INSURANCE ..... 21

ARTICLE 23 - PENSION ..... 22

ARTICLE 24 - PROVISIONS APPLICABLE TO TRUST FUNDS ..... 22

ARTICLE 25 - WORKING CONDITIONS ..... 24

ARTICLE 26 - SOLICITATION OF DONATIONS OR CONTRIBUTIONS ..... 24

ARTICLE 27 - SALE, TRANSFER OR LEASE ..... 24

ARTICLE 28 - SCOPE AND EFFECT OF AGREEMENT ..... 24

ARTICLE 29 – ETHNIC AND CULTURAL DIVERSITY ..... 25

ARTICLE 30 – WASTEWATER TREATMENT OPERATOR ..... 26

ARTICLE 31 – HEALTH AND SAFETY ..... 26

ARTICLE 32 – EMPLOYEE VOLUNTARY DEDUCTIONS ..... 28

ARTICLE 33 – JOINT LABOR-MANAGEMENT COMMITTEE ..... 28

ARTICLE 34 – STANDARDS ..... 29

ARTICLE 35 - TERM OF AGREEMENT ..... 30

APPENDIX A ..... 31

ATTENDANCE POLICY ..... 33

## ARTICLE 1 - AGREEMENT

THIS AGREEMENT is entered into this 8<sup>th</sup> day of January 2022 between Aramark Uniform and Career Apparel, L.L.C., Plant 516, Oakland, CA; Plant 518, Hayward, CA; Plant 511, San Jose, CA; 511B Castroville, CA (hereinafter referred to as the "Company") and Local 3, Western States Regional Joint Board, (hereinafter referred to as "Union"). The term "employee" or "employees," as used throughout this Agreement, refers to employees of the individual Company.

## ARTICLE 2 - RECOGNITION

- 2.01 RECOGNITION - The Company recognizes the Union as the exclusive representative for collective bargaining, as certified by the National Labor Relations Board in Case 32-RC 3702, of all full-time and regular part-time production employees involved in laundry, dry cleaning and maintenance services employed by the Company at its Oakland, Hayward and San Jose, California facilities; excluding clerical employees, salespersons, drivers, engineers, maintenance employees covered by the collective bargaining agreement between the Company and Operating Engineers Local 39, guards, and supervisors as defined in the Act. However, the Company may subcontract any and all clean-up work and there shall be no grievance filed regarding any act or occurrence resulting from said subcontracting.
- 2.02 PURPOSE - The purpose of this Agreement is to fix wages, hours and working conditions for those employees covered by its terms.

## ARTICLE 3 - UNION SECURITY

- 3.01 UNION SHOP - Present employees who are members of the Union on the effective date of the execution of the Agreement shall remain members of the Union, in good standing, as a condition of employment. Present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on or after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is later.
- 3.02 UNION MEMBERSHIP - Tender of the Union's periodic dues, assessments, initiation and special fees uniformly required as a condition of acquiring or retaining Union membership shall, for all purposes of this Section, be considered membership in the Union.

3.03 TERMINATION FOR NON-PAYMENT OF DUES - The Company, within seven (7) calendar days following receipt of written request from the Union, shall suspend without pay any employee who fails to tender the periodic dues, assessments, initiation, and special fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union. Such suspension shall continue for a period of thirty (30) calendar days, at which time the employee shall be terminated. However, if the employee pays the amounts owing at any time prior to termination, the Union shall immediately notify the Company in writing and the employee shall be reinstated.

3.04 DEDUCTION OF DUES - During the life of this Agreement, the Company agrees to deduct Union membership dues, fees, including suspension or termination, and assessment from the pay of each employee who executes or has executed the deduction authorization.

The Company will continue to recognize Union membership, dues deductions, and voluntary political contribution authorizations submitted to the Union on written membership application forms or those submitted electronically if mutually agreed to by the parties.

3.05 CHECK-OFF - Deductions will be checked off each month out of the pay which is earned in the first full week of the month.

3.06 REMIT DUES - The Company will remit all deductions to the Union on or before the fifteenth of each month.

3.07 UNION INDEMNIFICATION - The Union shall indemnify, defend, and save the Company harmless against any and all claims, demands, suits, causes or action, costs, and expenses and other forms of liability which arises from, or are in any fashion connected with, the Company's deduction and remittance of dues, assessment, and/or fees as provided herein pursuant to and in reliance upon authorization furnished the Company by the Union. The Union assumes full responsibility for the handling and disposition of the funds so deducted once they have been delivered by the Company.

3.08 COMPANY INDEMNIFICATION - The Company shall indemnify, defend, and save the Union harmless against any and all claims, demands, suits, causes of action, costs, and expenses and other forms of liability which may arise from, or are in any fashion connected with, any action of the Company regarding the deduction of dues, fees, assessments, which is not authorized in writing by employees or Union.

3.09 LIST OF MEMBERS - The Union is to furnish the Company a list of Union members from whom deductions are to be made. The Union shall also inform the Company of the amounts due and owing by each such employee. These are to be mailed to the Company at the first of each month. Should the Company



have employees on the payroll whose names do not appear on the monthly list, the Company is to add the names, social security numbers and starting dates of said employees.

#### ARTICLE 4 - HIRING

- 4.01 **ADDITIONAL EMPLOYEES** - When new or additional employees are needed by the Company, the Company shall first notify the Union of the number of employees and the classifications needed.
- 4.02 **UNION REFERRALS** - The Company agrees that it will fill vacancies and new positions through the hiring offices of the Union, provided the Union shall be able to furnish competent and experienced persons for the work required. In the event the offices of the Union are unable, within twenty-four (24) hours, to furnish competent and experienced persons satisfactory to the Company, the Company shall have the right to hire from outside sources. Nothing in this Article shall be construed as prohibiting the Company from temporarily filling the vacancy or new position during the 24-hour referral period.
- 4.03 **REJECT APPLICANTS** - The Company retains the right to reject any job applicant referred by the Union.
- 4.04 **NOTIFICATION OF NEW HIRE** - If the Company hires from an outside source, the Company will provide the union with the employee's application for union membership within five (5) working days, following the date the employee commences working for the Company.
- 4.05 The Company will arrange for all newly hired bargaining unit members to attend a Union orientation on Company time and premises, for no more than twenty (20) minutes, within two (2) weeks of each new employee's date of hire. Such orientation will be scheduled in consultation with the Union Representative and Shop Steward.

#### ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 **MANAGEMENT** - The complete management of the business and the direction of the working force, including the right to hire, promote, discharge and suspend for just cause, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate the operations of the Company, to determine the size and location of the Company's plant(s) or operation(s) and to determine the type and amount of equipment to be used, and the assignment of work, the right to determine the product to be manufactured or services to be rendered, the right to determine production schedules, methods, standard processes, means of manufacture and processing and the materials to be used, including the right to

introduce new and improved methods or facilities and to determine the number and starting times of shifts, hours of work, and the number of persons to be actively employed by the Company, except as expressly limited by the terms of this Agreement.

- 5.02 REASONABLE RULES - Rules and regulations for the conduct of 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 changes in existing rules shall not become effective until seven (7) 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 6 - NON-DISCRIMINATION

- 6.01 EQUAL EMPLOYMENT OPPORTUNITY - The Union and the Company agree to maintain a policy of non-discrimination and equal employment opportunity toward all employees and applicants for employment with regard to race, color, religion, sex (including pregnancy), national origin, age, creed, ancestry, marital status, disability, Vietnam-era veteran status, medical condition and sexual orientation, in compliance by federal, state or local law. This obligation includes but is not limited to advertising, recruitment or solicitation for employment; hiring, placement, training, apprenticeship; upgrading, transfer, demotion; rates of pay, other compensation and benefits; layoff, recall, disciplinary action, suspension, termination; social and recreational activities and other employment matters associated with wages, hours and working conditions.
- 6.02 UNION MEMBERSHIP - There shall be no discrimination by the Company against any employee or applicant for employment on account of membership in, or activities on behalf of the Union. There shall be no discrimination by the Union, in referral of applicants for employment, on account of non-members in the Union.

## ARTICLE 7 - WORKING HOURS AND OVERTIME

- 7.01 NORMAL WORK DAY - The normal work day shall be eight (8) consecutive hours, excluding the one-half hour unpaid lunch period, and the normal work week shall be forty (40) hours scheduled as five (5) consecutive days scheduled Sunday through Thursday, Monday through Friday or Tuesday through Saturday. The Company, at its sole discretion, may establish any work week by giving two (2) weeks prior notice to the Union and the affected employees. HOWEVER, in the event the Company wishes to initiate a four (4) day, ten (10) hour per day work week, in all or a segment of the Company's operation, the Company shall discuss the issue with the affected employees and determine their sentiment

regarding such work schedule by means of a secret ballot pursuant to State law. The Company shall notify the Union of the results of the election. If the new schedule is implemented affected employee(s) will have two (2) week prior notice and two (2) consecutive days off.

- 7.02 **STARTING TIME AND SHIFT PREMIUM** - The Company shall establish employees' starting times and pay shift premium in addition to the regular rates of pay for all hours worked when the starting time falls within the shift starting time range shown on the following schedule.

<u>Shift</u>	<u>Starting Time Range</u>	<u>Shift Premium</u>
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

- 7.03 **SHIFT PREMIUM FOR ALL HOURS WORKED** - Any employee assigned to start work during the Starting Time Range shall receive the Shift Premium for all hours worked until the employee quits for the day except, the first shift for Wash Room Department may start up to one (1) hour earlier than the time listed above, with no shift premium.
- 7.04 **FOUR HOURS MINIMUM** - No full-time employee shall be employed for less than four (4) hours in any one day except when unavoidable causes make scheduled work unavailable. No part-time employee shall be employed for less than two (2) hours in any one day except when unavoidable causes make scheduled work unavailable, then ARTICLE 9 - PLANT BREAKDOWNS of this Agreement shall govern.
- 7.05 **WORKWEEK GUARANTEE** - A normal straight-time workweek shall be forty (40) hours Sunday through Thursday, Monday through Friday, or Tuesday through Saturday. Whenever possible, the Company will work forty (40) hours per week. Any employee commencing work at the start of the employee's regularly scheduled shift on Sunday, Monday or Tuesday will be guaranteed a minimum of thirty-six (36) hours per week or thirty-eight (38) hours of pay (including holiday pay) during a holiday week. These guarantees will not apply where the employee breaks the guarantee. 40 hour weekly workweek and overtime will be determined by department seniority.
- 7.06 **OVERTIME** - Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be paid for all work performed:
- 7.6.1 After eight (8) hours worked in any one day.
- 7.6.2 In excess of forty (40) hours worked in any work week.

- 7.6.3 In excess of thirty-two (32) hours worked in any week in which a paid holiday occurs.
- 7.06.4 For all hours worked on Saturday for employees regularly scheduled Monday through Friday, unless the employee fails to work his or her regularly scheduled work week because of sickness or other personal reasons, subject to Section 7.6.2 above.
- 7.06.5 For all hours worked on Monday for employees regularly scheduled Tuesday through Saturday, unless the employee fails to work his or her regularly scheduled work week because of sickness or other personal reasons, subject to Section 7.6.2 above.
- 7.06.6 Overtime at the rate of double time the employee's regular rate of pay shall be paid for all worked performed on Sunday and on an employee's seventh (7<sup>th</sup>) consecutive workday; in excess of twelve (12) hours worked on any given days, Monday through Friday; and in excess of ten (10) hours worked on Saturdays and holidays.
- 7.06.7 When the Company requires overtime work in a department or plant, the employees who work in that department or on that operation in the plant where the overtime is required will be required to work. (If all such employees are not required, then the work shall first be offered to senior volunteers and if there are insufficient volunteers, then the least senior employees will be required to perform the work).
- 7.07 NOTIFICATION OF OVERTIME – The Company shall notify employees before lunch time that they will be required to work past their regular quitting time except in cases of emergency or breakdown. In the event the Company wants the employees to work on the paid Holiday, the employees shall be notified three (3) days preceding the Holiday. Any employee who consistently refuses to work overtime shall be subject to disciplinary proceedings.
- 7.08 NO PYRAMIDING OR DUPLICATION - There shall be no pyramiding or duplication of overtime pay for the same hours of work. Thus, the premium of time and one-half shall not be used in calculation of the regular rate of pay nor shall overtime paid on a daily basis be duplicated on a weekly basis nor shall the double time premium on Sunday and holiday work be duplicated on the basis of daily or weekly overtime pay.

## ARTICLE 8 - FULL-TIME AND PART-TIME EMPLOYEES

- 8.01 FULL-TIME EMPLOYEES - Full-time employees are those employees regularly scheduled for normal work weeks of forty (40) hours.

- 8.02 **PART-TIME EMPLOYEES** - Part-time employees are those employees regularly scheduled to work fifteen (15) to less than forty (40) hours during a normal work week. Permanent part-time employees may be hired with a guaranteed minimum of fifteen (15) hours per week. Such permanent part-time employees shall not exceed fifteen percent (15%) of the Company's total work force except at Hayward and San Jose where three (3) part-time employees may be hired. Regular part-time employees shall be covered by all the conditions as set forth in this Agreement for regular full-time employees. Holidays, vacations and sick leave shall be figured on a pro-rata basis for regular part-time employees. When any one of the holidays specified herein falls on a day in which a regular part-time employee is scheduled for work, he shall be paid for the hours normally worked by him on that day, even though no work is performed.

## ARTICLE 9 - PLANT BREAKDOWNS

The following will apply in the case of the temporary closure of a plant or department caused by an equipment or facility breakdown, including a temporary power failure.

- 9.01 **EMPLOYEE SENT HOME** - An employee who is sent home immediately after arriving at work because of a plant breakdown will receive two (2) hour's pay at the employee's regular rate of pay. This pay will not be afforded if the employee was notified not to report to work.
- 9.02 **EMPLOYEE STAND-BY** - If the Company instructs the employees to stand by on the premises to wait for the machinery or the plant facility to be repaired, all affected employees will be paid the regular rate of pay during the standby time.
- 9.03 **EMPLOYEE SUBJECT TO RECALL** - If the employees are released from the premises subject to recall, the employees shall not be required to report to work in less than two (2) hours' time.
- 9.04 **MINIMUM PAY** - If the employee is released after commencing work and not recalled, the employee will be paid only for the time actually worked or for two (2) hour's pay, whichever is greater.
- 9.05 **WORK REQUIREMENT** - Any employee recalled to work on the day of a plant breakdown may be required to work until 6:00 p.m. Only those employees who volunteer to work after 6:00 p.m. or who are regularly scheduled to work a shift ending after 6:00 p.m. may be required to work after that hour. On the day of a plant breakdown, overtime will be paid in excess of any eight (8) hours worked on that date.
- 9.06 **ENERGY CRISIS** - In the event of an energy crisis where the local utility companies require the Company to schedule work during certain hours of the day, the Company and the Union will mutually agree on alternate work schedules



to meet the emergency. In no event will the Company's wage rate obligations be increased as a result of the emergency.

- 9.07 THIRTY-SIX HOUR GUARANTEE WAIVED –The thirty-six (36) hour minimum work week guarantee shall not apply to any week in which a plant breakdown occurs.

## ARTICLE 10 - PAY DAY

- 10.01 The regular payday shall be Friday for hours worked in the preceding pay period. Pay period shall be defined as the Saturday through Friday. Pay for any fraction of an hour worked will be rounded off to the nearest tenth (10th) of an hour for computation purposes.

## ARTICLE 11 - HOLIDAYS

- 11.01 PAID HOLIDAYS - The following paid holidays are recognized under this Agreement. Each will be recognized on the day established by the federal government as the holiday:

New Year's Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Employee's Birthday	Floating Holiday

- 11.02 ADDITIONAL FLOATING HOLIDAY – For any employee who has worked ten (10) years or more, said employee shall be entitled to a paid Floating Holiday during each calendar year, January 1st through December 31. The Company shall implement a floating holiday request form which must be submitted to the Company at least fifteen (15) working days prior to the requested floating holiday. The Company must respond within five (5) working days after receipt of form and if approved, or if no response is received, the day shall be granted as requested. If denied, the Company must offer an acceptable alternate date. Once a floating holiday has been granted, it shall not be cancelled without mutual agreement.

- 11.03 EMPLOYEE'S BIRTHDAY HOLIDAY - The holiday may be taken on their birthday or any time between January and December of each calendar year. However, this holiday cannot be carried over from year to year and an employee must arrange the day off with their supervisor and such request will not be unreasonably denied.

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.

- 11.04 ELIGIBILITY - In order to be eligible for holiday pay, an employee must have been on the payroll of the Company a minimum of thirty (30) days immediately prior thereto and must have worked the regularly scheduled day before, the regularly scheduled day after the holiday, and the full scheduled work week in which the paid holiday occurs, exclusive of the holiday itself, unless excused from work by the Company or unless the employee establishes absence due to bona fide illness.
- 11.05 HOLIDAY PAY - Holiday pay shall be eight (8) hours of pay at the employee's regular rate.
- 11.06 HOLIDAY RATE OF PAY - All work on holidays shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay as well as receiving the holiday pay.
- 11.07 SUNDAY WORK IN A HOLIDAY WEEK - No employee shall be required to work on a Sunday during a holiday week.
- 11.08 PLANT CLOSURE DURING A HOLIDAY WEEK - If the Company, through his own volition, closes the plant during a holiday week, holiday pay will be paid to all employees qualifying for such pay.
- 11.09 Employees may be granted up to three (3) hours off on Good Friday, without pay, to attend the services of their choice, if they so desire. However, the total number of employee(s) utilizing the aforementioned three (3) hours off, shall not exceed ten (10%) of the bargaining unit in any location. Seniority and plant function shall be the determining factors in the event the number of employees requesting the time off exceeds ten (10%) percent of the bargaining unit.

## ARTICLE 12 - VACATION

- 12.01 VACATION ENTITLEMENT - An employee's vacation entitlement is determined by the employee's anniversary date. No vacation entitlement will, however, arise unless a full-time employee has completed one year and worked a minimum of 1500 scheduled hours of service with the Company. Part-time employees must complete one year of service and work 750 scheduled hours in the first year of employment in order to qualify and earn vacation benefits. Failure to work the minimum number of hours will result in the employee earning no vacation entitlement.



12.02 EARNED VACATION - Every employee who on the most recent anniversary date of his or her employment, and who has been in the service of the Company for a period of one (1) year or more, shall be entitled to vacation benefits in accordance with the following schedule:

<u>Length of Employment</u>	<u>Number of Weeks of Vacation with Pay</u>
One year or more but less than 3 years prior to the anniversary date	1 week
Three years or more but less than 8 years prior to the anniversary date	2 weeks
Eight or more years prior to the anniversary date	3 weeks
Fifteen or more years prior to the anniversary date	4 weeks

12.03 ADDITIONAL VACATION WITHOUT PAY - After ten (10) years of service, employees shall have earned the right to seek and request an additional week's vacation without compensation, provided that such week is requested at the time of vacation scheduling and the Company gives permission after all paid vacation has been scheduled. Subject to the vacation scheduling provisions of Section 12.04, once the Company has granted such permission, it will not be withdrawn. Should the Company deny the employee's request for an additional week's unpaid vacation, and after investigation by the Union, the Union feels the denial is unreasonable, the request shall be subject to the grievance provisions of this Agreement. In no event will disputes under this Sub-paragraph be subject to arbitration.

12.04 VACATION SCHEDULING - On October 15<sup>th</sup> of each year, the Company shall make a paid vacation scheduling list available to all employees. All employees shall schedule paid vacations by December 31<sup>st</sup>. Any employee who does not schedule paid vacations by December 31<sup>st</sup> shall not exercise any seniority preference. Once vacation scheduling is complete, vacations will not be changed except by mutual consent of the Company and the employee. The Union will be forwarded a copy of the vacation schedule no later than January 15<sup>th</sup> of each year.

12.05 PRORATING OF VACATION BENEFITS - Employees who are entitled to vacation benefits in accordance with Section 12.1 of this Article, but who only work a portion of any year, will receive vacation benefits on a percentage/prorated basis dependent upon the number of straight-time hours worked. For purposes of the prorating, one (1) week will equal one-fifty second (1/52) of the vacation benefits. Additionally, employees hired after the ratification of this Agreement will have their vacation prorated rounded up to the full month

to January 1<sup>st</sup> wherein their anniversary date for vacation accrual will be January 1<sup>st</sup> of each year. Similarly, their vacation shall run from January 1<sup>st</sup> through December 31<sup>st</sup> of each year and as with all employees there shall be no carryover of vacation from one year to the next.

- 12.06 Vacation will be prorated in accordance with California law for employees that voluntarily or involuntarily terminate their employment.
- 12.07 VACATION PAY - Vacation pay will be at the employee's regular rate of pay for forty (40) hours per week.
- 12.08 WHEN PAID - All moneys due an employee in accordance with the provisions of this Article shall be paid with the payroll preceding the start of scheduled vacation.
- 12.09 HOLIDAYS, VACATION, LEAVE OF ABSENCE - Paid holidays and paid vacation will be counted as time worked for purposes of prorating vacation benefits. Employees off due to illness or industrial injury will receive full vacation benefits for the first sixty (60) days of absence. Time off in excess of sixty (60) days shall not be counted as time worked for prorating purposes.
- 12.10 VACATION MUST BE TAKEN - All employees must take their vacations each year. Pay in lieu of vacation time off will not be granted. There shall be no accumulation of vacation from year to year. Employees shall take their vacation in the twelve (12) month period following their anniversary date.

## ARTICLE 13 - REST PERIODS

- 13.01 REST PERIODS - Each Employee shall be entitled to a rest period of ten (10) minutes during each four (4) hours of service, without deduction in pay. Insofar as practical, the rest periods will be granted in the middle of each four hours of service. No employee will be required to work over three and one-half (3-1/2) hours without a rest period. All employees shall be required to take a one-half hour unpaid lunch. No employee shall be required to work more than five (5) hours without a meal period

## ARTICLE 14 - DISCHARGE

- 14.01 PROBATIONARY PERIOD - Every new employee will be subject to a one hundred eighty (180) day probationary period. During the probationary period, the Company may discharge the employee for any reason. Any discharge occurring during the one hundred eighty (180) day probationary period shall not be subject to the grievance/arbitration procedure of this Agreement.

- 14.1.1 Any probationary employee who incurs an industrial injury or illness and is precluded from performing the full scope of the job duties shall have his/her probationary period automatically extended for the period of time they could not perform the full scope of their job duties.
- 14.02 JUST CAUSE - The Company shall not discharge or suspend any employee, other than a probationary employee, without just cause. Just cause includes, but is not limited to, misconduct in violation of reasonable rules established by the Company and approved by the Union. Suspension or discharge for misconduct, which does not warrant immediate suspension or discharge, shall be preceded by at least one (1) verbal and one (1) written warning notice of the same or similar misconduct.
- 14.03 WARNING NOTICE - The warning notice shall be issued in writing with a copy to the Union. A copy of all such warning notices shall be forwarded to the Union, within ten (10) calendar days via email, certified mail, or overnight confirmed delivery. Once twelve (12) months has elapsed from the date of issuance of a notice, with no further violation, said notice will be considered null and void, unless said warning notice is issued as a result of the attendance policy.
- 14.04 DISCHARGE NOTICE - Any discharge notice shall be in writing and shall set forth the reasons for the discharge. The Company shall send a copy of the discharge notice within ten (10) calendar days via email, certified mail or overnight confirmed delivery to the Union.

## ARTICLE 15 - NO STRIKE/NO LOCKOUT

- 15.01 PROHIBITION OF WORK STOPPAGES: - There shall be no strikes, slowdowns, work stoppages or interference with production, including sympathy strikes or consumer boycotts during the period of this Agreement.
- 15.02 UNION OBLIGATIONS - The Union, its officers and agents agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slowdown, work stoppage or interference with operations, including sympathy strikes. If any unauthorized strike, slowdown, work stoppage or interference with production, including a sympathy strike or consumer boycott occurs or is threatened, the Union agrees to use every reasonable means at its disposal to disavow, prevent and terminate such unauthorized action.
- 15.03 INDIVIDUAL DISCIPLINE - Individual members of the bargaining unit violating this Article may be disciplined by the Company with notice thereof to the Union. Such discipline may include discharge, to the extent permitted under the National Labor Relations Act.
- 15.04 PICKET LINES - If the Company is picketed by a union other than the Union which is a party to this Agreement, employees shall not refuse to cross such

picket line unless the picketing has been officially and specifically endorsed and sanctioned by the Executive Board of Local 3, the Western States Regional Joint Board Executive Board and the President of the International Union.

15.05 NO LOCKOUTS - During the term of this Agreement, the Company shall not engage in any lockout of employees.

## ARTICLE 16 - GRIEVANCE AND ARBITRATION

16.01 Grievances are issues involving the interpretation or application of an Article of the Agreement and shall be handled pursuant to the procedures of this Article.

### 16.02 Step 1

Any employee having a grievance shall take up the matter first with his/her immediate supervisor within twenty-one (21) calendar days following the day the employee knew or should have known of the alleged violation. The employee may have the Union Steward/Chief Steward with him/her. If the employee's grievance is not resolved within twenty-one (21) calendar days following the date it is discussed with the supervisor, then Step 2 shall apply.

### 16.03 Step 2

Within an additional twenty-one (21) calendar days, the grievance will be reduced to writing dated and signed by the employee(s) or the Union Steward/Chief Steward, setting forth the specific facts allegedly giving rise to the grievance, the provision(s) of the Agreement allegedly violated, and remedy sought. A meeting will be held with the General Manager, the Union Steward/Chief Steward and the Union Representative to present the facts in the case. A written answer will be provided to the Union Representative, by the Company, within twenty-one (21) calendar days. Should this answer not be acceptable, the grievance may be advanced, in writing by the Union Representative, to Step 3. Company grievances and Union grievances will be initiated at this Step, in writing, within twenty-one (21) calendar days of date of knowledge of occurrence as specified in Step 1.

### 16.04 Step 3

Once the grievance has been advanced to the 3rd step of the grievance procedure, the Western States Regional Joint Board Manager or Regional Secretary Treasurer will meet with the Company's Director of Labor Relations and Employee Relations in an attempt to resolve the grievance.

In the event any dispute or grievance cannot be settled within twenty-one (21) calendar days following receipt of the written answer, in accordance with Step 2 above, it may be submitted to a mutually agreed to arbitrator for determination.

In the event the Company and the Union are unable to agree upon the selection of a arbitrator within twenty-one (21) calendar days thereafter, the office of the Federal Mediation and Conciliation Service shall be requested by the moving party to submit a list of seven (7) proposed arbitrators. The Union and the Company shall each alternately strike one name at a time from this list until only one name remains on the list, the right of first strike to be determined by the flip of a coin. The name of the arbitrator remaining on the list shall be accepted by both parties.

- 16.05 Only one grievance will be subject of any one arbitration unless the parties explicitly agree to the contrary. The fee of the arbitrator shall be borne equally by both parties. Each party will pay its own incidental costs, attorney fees, witness costs, etc.
- 16.06 The time limits set forth above may be changed by mutual written agreement.
- 16.07 The arbitrator shall not have the power to delete from, or amend, any provision of this Agreement. The decision of the arbitrator shall be final and binding by both sides.

## ARTICLE 17 - SENIORITY

- 17.01 DEFINITION. Seniority is defined as the length of service of an employee since his or her most recent date of hire with the Company. Employees shall not attain seniority until such time as they complete one hundred eighty (180) days of employment with the Company upon such completion, the seniority date shall revert back to the initial date of hire. The Company and the Union recognize the seniority should be based upon length of continuous service and the principle of seniority shall apply to layoffs, re-hiring after layoffs, promotions, transfers and selection of vacation. An Employee shall not have access to the grievance procedure set forth in this Agreement until seniority is attained.
- 17.02 LAYOFF AND RECALL - In the event of layoffs due to lack of work, the least senior employee within a department shall be laid off first and in recall from layoff, the last employee laid off within a department shall be the first 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/or can perform the production standards for that classification upon a five (5) day trial period. If such employee is unable to meet the production standards after the five (5) day trial period, that employee may be laid off and the bumped employee recalled.
- 17.03 PROMOTION. Whenever a job opening occurs in a classification covered by this Agreement, the Company shall extend the opportunity of promotion to all employees by posting the open position. Employees shall have three (3) working days from the date of job posting to indicate interest in the position. Similarly in



the event that the Company has a known position on any given shift that will become available on a temporary basis of not less than one (1) week the Company will post said temporary position for not less than three (3) working days, unless the Company did not have knowledge of the temporary opening on or before Wednesday the week prior to the temporary position. The Company shall promote or fill the aforementioned temporary shift based upon the length of service, the employee's competency and general ability. If no current employee is qualified for the job, the Company shall have the right to hire a new employee in accordance with the provisions of ARTICLE 4 of this Agreement.

17.04 BREAKS IN SENIORITY. Seniority shall be broken for the following reasons:

17.4.1 Discharge for just cause;

17.4.2 Voluntary quit;

17.4.3 Unemployment by reason of non-industrial illness for over six (6) months;

17.4.4 An employee who is absent due to an industrial accident or illness shall maintain his prior seniority and be eligible for rehire in accordance with applicable State and Federal laws.

17.4.5 Unemployment by reason of layoff in excess of six (6) months; for employees with five (5) years or less seniority within bargaining unit. Layoff in excess of twelve (12) months for employees with more than 5 years seniority within the bargaining unit.

17.4.6 Is absent from work three (3) consecutive working days without notification to the Company, unless the employee cannot notify the Company because he or she is incapacitated by a medical emergency.

17.05 Employees who transfer their bargaining unit employment to other locations covered by this Agreement shall have their seniority end-tailed.

17.06 Transfers between shifts, when the Company needs to transfer employees between shifts on a permanent or temporary basis, the transfers as long as the employee has the skill and ability to perform the work will be voluntary first then, if necessary, the least senior employee will be transferred.

## ARTICLE 18 - LEAVE OF ABSENCE

18.01 MILITARY LEAVE - The Company agrees to abide by Federal law regarding re-employment after military leave.

- 18.02 **EMPLOYEE UNION BUSINESS** - An Employee shall be allowed time off without pay for the purpose of attending collective bargaining agreement negotiations, arbitration, NLRB hearings, Company and Union meetings, and Union conventions. Any employee desiring such leave shall provide advance notice to the Company of not less than five (5) working days. The Company shall have the right to place a reasonable limitation on the number of employees absent at any given time for Union business so that such absences do not unreasonably interfere with the Company's operations.
- 18.03 **FUNERAL BENEFIT** - Employees will be granted up to five (5) days' funeral leave upon the death of spouse, child, adopted child, parent, sister, brother, grandparent, mother-in-law, father-in-law, registered domestic partner and grandchild. No more than three of the five days referred to above shall be paid days. The employee shall provide notification to the Company prior to taking time off under this Section, if possible, and shall also provide proof of attendance at the funeral, if requested by the Company. Employee(s) may use up to three (3) days of earned vacation or floating holidays to attend the funeral of their step mother or step-father.
- 18.04 **JURY DUTY** - An employee with six (6) months' service for the Company, who is called for jury duty, will receive the difference between jury pay and normal straight-time earnings for a maximum period of ten (10) working days per calendar year. As a condition to jury pay, the employee must provide reasonable notification to the Company after receipt of the notice to report for jury duty (normally within twenty-four (24) hours) and must cooperate in trying to be excused from jury duty if the Company so desires. As a further condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner and the employee has been called or has served, if such receipts are provided, and must report to work, if excused, in time to put in at least four (4) hours of work.
- 18.05 **PERSONAL LEAVE** - Employees may request in writing, a personal leave of absence without pay, for personal business and/or emergencies. The Company will not arbitrarily or unreasonably withhold permission for such a leave.
- 18.06 **FAMILY AND MEDICAL LEAVE ACT** - Leaves of absence granted pursuant to the Family and Medical Leave Act of 1993 shall be administered within guidelines established by the Company and in accordance with the Act. Accrued paid vacation shall not be substituted for FMLA Leave unless the employee requests it.
- 18.07 **PROMPT NOTIFICATION** - It shall be the employee's obligation to promptly notify the Company of the need to take leave under any of these Sections and to inform the Company of the probable length of the leave.



- 18.08 RETURN FROM LEAVE - Any employee returning from an approved leave of absence shall provide the Company with at least one (1) week's advance notice of the date of his or her return to work. The employee shall have a right to return to work at the start of the Monday shift following notification.
- 18.09 NON-INDUSTRIAL ILLNESS OR DISABILITY - An employee shall be entitled to a leave of absence without pay for up to six (6) months in the case of non-industrial illness.
- 18.10 INDUSTRIAL RELATED DISABILITY – The Company will handle all leaves of absence due to Industrial Related Disabilities in accordance with all relevant California laws.
- 18.11 PROOF OF PHYSICAL DISABILITY - The Company shall require any employee to submit proof of physical disability in order to obtain a leave of absence pursuant to Sections 18.9 and 18.10 herein. The Company may also require a doctor's certification that employee is capable of fully performing his or her job duties upon a return to work after any leaves of absence granted in accordance with Sections 18.9 and 18.10 herein.
- 18.12 NO NEW GAINFUL EMPLOYMENT - An employee shall not engage in new gainful employment during a leave of absence or extension thereof.
- 18.13 CONTINUING DISABILITY - An employee on leave of absence from a non-industrial injury or illness, absent for thirty (30) days or more will be required to notify the Company and provide proof of continuing disability at least once every thirty (30) days and at least one week before the end of the approved leave of absence. Failure to provide notification as required shall constitute just cause for disciplinary action, up to and including discharge.
- 18.14 LEAVE CONDITIONS - The time that elapses during an approved leave of absence shall not adversely affect an employee's seniority rights. All leaves described in this Article shall be without pay and without the payment of any fringe benefits except as may otherwise be provided in Sections 18.3, 18.4, 18.6 and ARTICLE 19 PAID SICK LEAVE. Time lost during a leave of absence shall not count as time worked during the employee's anniversary year, except as may otherwise be provided in Section 12.9. Any employee desiring to make his or her own contributions for health and welfare and pension coverage may do so by forwarding the required monthly payments directly to the Union office, provided the trust funds will accept such contributions.
- 18.15 CALIFORNIA FAMILY-SCHOOL ACT - The Company will allow parent, grandparents and guardians to take off from work to participate in their children's school or child care activities. The employee may take forty (40) hours per year using up to eight (8) hours in any calendar month.

## ARTICLE 19 - PAID SICK LEAVE

- 19.01 All full-time Employees covered by this Agreement who have been continuously employed by their Company for the period of at least one (1) year shall be entitled to a total of (5) days' sick leave with pay per anniversary year.
- 19.02 Sick leave may be accumulated from anniversary year to anniversary year to a maximum of twenty (20) days. In the event an employee has reached their maximum accumulation, the employee will be paid out on their next anniversary date for that year's accrual of five (5) days.
- 19.03 Subject to the following paragraph, full pay shall mean five (5) eight (8) hour days' pay at the Employee's regular straight time hourly rate for those days which the Employee would have worked had the disability not occurred. The waiting period herein provided before sick leave pay commences shall apply for each disability in case the sick leave benefit allowance has not been used up in previous disabilities.
- 19.04 Sick leave pay shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an Employee, shall not exceed one hundred percent (100%) of the Employee's regular daily wage at straight time. If the sick leave pay allowable to an Employee hereunder when so combined with any such State disability daily benefits received by the Employee exceeds one hundred percent (100%) of his/her regular daily rate at straight time, for any one (1) day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the Employee by reason of any such reduction shall be retained in the Employee's sick leave pay account as a part of his accumulated sick leave pay credits.
- 19.05 If the Company so desires, he may require reasonable proof of disability. Falsification of sick leave claims or proven abuse of sick leave privileges may be cause for discharge or disciplinary action.
- 19.06 The Company agrees to provide Employees who utilize paid sick leave with the current status of their sick leave credits. There shall be no cash-out of unused accumulated sick leave credits except as provided for in this agreement.
- 19.07 Sick leave credit shall continue to accumulate during periods of sickness, injury, temporary layoff or leave of absence. However, after sixty (60) consecutive working days of absence, all credit shall cease and Employee's accumulated sick leave shall be pro-rated during such periods of absence.
- 19.08 The Company will comply with the State Laws regarding sick leave.

## ARTICLE 20 - REPRESENTATION

- 20.01 ACCESS - Union representatives shall have access to the Company's place of business during working hours for purposes of enforcing the terms of this Agreement, including the securing of applicants for Union membership in accordance with Article 3 of this Agreement. The Union official shall notify the Company in advance of his or her arrival. The Union representatives shall be allowed reasonable access to the employee lunchroom and shall be granted access to work areas when the need arises. The right of visitation shall not interfere with the normal conduct of work. The Union shall have access to the Company's time cards and payroll records of employees covered by this Agreement.
- 20.02 PRIVATE MEETING PLACE - the Company shall provide a private place for any discussion between the Union official and an employee.
- 20.03 SHOP STEWARD - The Union shall have the right to designate one (1) Chief Shop Steward for the Hayward and San Jose locations and one (1) assistant Shop Steward likewise there will be up to two (2) Chief Stop Stewards and four (4) Shop Stewards for the Oakland location. The Shop Steward shall not interfere with the management of business or direct the work of any employee but, may advise the Company and the Union of any violations of the Agreement. The Union shall inform the Company of the name of the employee designated as Shop Steward(s). Employees serving as Oakland Chief Shop Stewards shall not be employed in the same department and shall not have the same lunch, shift and rest period times.
- 20.04 BULLETIN BOARD – The Company shall provide a separate bulletin board for the use of the Union for posting of official notices. The bulletin board shall be placed in a conspicuous place as close to the time clock as possible.

## ARTICLE 21 - CLASSIFICATIONS AND WAGES

- 21.01 CLASSIFICATIONS - Employees shall be employed in the departments and classifications listed in appendices A and B attached hereto. Employees shall be paid in accordance with the hourly wage rates shown for the classifications listed in appendices A and B.
- 21.02 TEMPORARY TRANSFER - Employees in any department listed in appendices A and B will be expected to perform all job tasks assigned to such department. Any employee temporarily changed from a higher to lower paid classification shall be paid at the rate of a higher classification, and any employee temporarily changed from a lower to higher classification shall be paid the rate of the higher classification during the time worked in such higher classification. Utility

personnel, regularly assigned to work in all departments, shall receive the wage rate established for the highest classification of work the employee performs.

- 21.03 CLASSIFICATION COMMITTEE - Should a job not covered by any of the above classifications be introduced by the Company, the job shall be submitted to a classification committee for determination of the appropriate classification and wage rate of that job. The classification committee shall be composed of two representatives of the Company and two representatives of the Union. The committee shall meet within ten (10) days of notification that a new job will be established and its findings, by majority vote, shall be binding on both parties. Failure to arrive at a majority vote shall authorize either party to immediately proceed to arbitration in accordance with the procedure set forth in Article 16 of this Agreement. Prior to the establishment of wage rate by the classification committee, the employee shall be paid wages as determined by the Company. Any minimum rates determined by arbitration shall be retroactive to the date that the classification dispute was submitted to the arbitrator for determination.
- 21.04 PIECE WORK - Anything pertaining to piecework is a violation of this Agreement; provided, however, that the Union and the Company can mutually agree on the adoption of incentive plans during the term of this Agreement.
- 21.05 DEPARTMENT HEAD - Nothing herein shall be construed as requiring the Company to establish a head of any department listed in Appendix A or Appendix B; provided, however, that when only one employee is employed in the Washroom, that employee will receive the Head wage rate.
- 21.06 LIGHT DUTY - 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 worker's compensation statutes. When returned to their regular assignments from light duty, the employees' former rates of pay will be restored.
- 21.07 TRAINEES - A training period of not more than ninety (90) days may be established for new employees who have not worked in the laundry industry as a member of Local 3 during the 36 months immediately preceding their most recent date of hire. Such new employee will be paid 75% of their classification rate for the first thirty calendar days of employment; 85% of their classification rate for the second thirty calendar days of employment; 90% of their classification rate for the third thirty calendar days of employment; and the full rate thereafter. Rates of pay during training shall comply with local, state and federal minimum wage statutes.
- 21.08 The Company and the Union agree that this Agreement and the immediately preceding Agreement have been negotiated and are expressly intended to waive all provisions of: the City of Oakland Living Wage Ordinance (per Chapter 2.28.160 of that ordinance), the Berkeley Living Wage Ordinance (per Section



13.27.070 of the ordinance), the City of San Francisco Minimum Compensation Ordinance (per Section 12P.10 of that Ordinance), the City of San Francisco Healthcare Accountability Ordinance (per Chapter 12Q.8 of that ordinance), the Hayward Living Wage Ordinance (per Section 2-14.070 of that ordinance), the Richmond Living Wage Ordinance (per Section 2.60.050 of that ordinance), the Sonoma Living Wage Ordinance (per section 2.70.080 of that ordinance), the San Jose Living Wage Policy (per Section IV of that Policy), Watsonville Living Wage Ordinance (per section 2-5.04 of that ordinance), the City of Oakland Minimum Wage Increase Initiative, Municipal Code Chapter 5.92, including but not limited to its paid sick leave provisions (per Section 5.92.050(B) of that chapter), and any other ordinance of similar effect that exists or may be enacted or amended. The Company and the Union intend this Agreement to waive all provisions of any such minimum wage, healthcare, living wage, mandatory benefit, and paid sick leave ordinances; in the event a new statute, law, or regulation ("law") of similar effect is enacted, an existing law is amended so that it becomes otherwise applicable to work performed by members of the bargaining unit, or a law otherwise applicable to such work was inadvertently omitted from this Article, the Company and the Union agree to meet and confer and reach agreement to ensure that this Agreement reflects that intent.

**ARTICLE 22 - GROUP INSURANCE**

22.01 Effective January 8, 2022, all employees working under the terms and conditions of this Collective Bargaining Agreement will be offered Healthcare coverage known as the Local 52 H&W Plan.

22.02 The Company agrees to contribute monthly for each eligible employee, up to the maximum total contribution amounts detailed below, to the Fund to provide for Employee Only coverage. Eligibility for new employees shall begin on the first of the month following thirty days of service.

Employee Only Coverage Maximum Monthly Total Contribution shall continue to be \$570.00.

22.03 Employee cost share for Employee Only coverage and Company cost share for Employee Only coverage shall be as follows:

<b>Maintenance of Benefits</b>	<b>Current</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Cost Share</b>		<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
<b>Employee Portion as a Percent</b>	<b>16%</b>	<b>19%</b>	<b>22%</b>	<b>25%</b>
<b>Company Portion as a Percent</b>	<b>84%</b>	<b>81%</b>	<b>78%</b>	<b>75%</b>

22.04 Note: Employees may purchase dependent coverage for a child or children. Employees exercising this option shall be responsible for their

Employee Only cost share plus 100% of the additional premium for dependent coverage.

The Employee cost shares described in this article will be deducted on a pre-tax basis through payroll deduction.

22.05 The Company's obligation per month per eligible Employee is limited to the above contribution amounts.

22.06 ENROLLMENT: The Company shall provide monthly access to the Company's facility for the Union to enroll Employees. The Union may offer enrollment in an alternative health care plan of the same or greater benefits to the bargaining unit, should a majority choose to select it. If a new plan is selected and the premium cost of all benefits exceeds the maximum, the individual employees will be responsible to pay the difference between the plans through payroll deductions.

22.07 ELIGIBILITY: An Employee shall qualify for health and welfare as provided in Articles 24.

## ARTICLE 23 - PENSION

23.01 COMPANY CONTRIBUTIONS - The Company shall contribute to the National Retirement Fund (NRF) on behalf of each eligible employee.

As provided by the NRF:

Effective 6/1/2021	\$74.34 per month
Effective 6/1/2022	\$77.73 per month
Effective 6/1/2023	\$81.28 per month
Effective 6/1/2024	\$84.98 per month

23.02 The Company will comply with the National Agreement related to the "Pension Recovery Act."

## ARTICLE 24 - PROVISIONS APPLICABLE TO TRUST FUNDS

24.01 The Company hereby agrees to abide and be bound by all the terms and provisions of the Welfare Trust Fund Indenture as executed and as it has been and may be from time to time amended.

24.02 An eligible Employee with respect to whom monthly contributions are required to be made shall mean:

- A. Any Employee covered by this Agreement who was employed by the Company the first (1st) working day of the preceding calendar month and who has been on the payroll a full calendar month including the first (1st) working day of the month.
  - B. Any Employee covered by this Agreement who was eligible for benefits from the Welfare Trust Fund or an eligible participant within six (6) months prior to his date of hire; payment on behalf of such Employee shall be due on the first (1st) working day of the month following or coincident with his date of hire.
- 24.03 Trust Fund contributions (together with report forms supplied by the Trust Fund for such purposes) shall be submitted by the Company to the Trust Fund offices at 920 South Alvarado Street, Los Angeles, CA 90006-3098, or to such other place designated by the Trustees of the Trust Fund.
- 24.04 Contributions shall be made by the tenth (10th) day of the month for which payments is due. Payments not received in full by the twentieth (20th) day of the month shall be considered delinquent and subject to an amount equal to the greater of interest on the unpaid contributions at the highest rate permitted by law, or liquidated damages of twenty percent (20%) of the amount of the contribution. The amount shall become due and payable to the Trust Fund by the delinquent Company upon the day immediately following the date on which the contribution or contributions become delinquent and shall be in addition to said contribution or contributions; provided, however, the Trustees may waive payment of the liquidated damages, or any portion thereof, in a particular case upon good cause satisfactory to the Trustees.
- 24.05 In any suit brought by the Trustees of the Trust Fund to collect contributions, the Trustees or the Trust Funds shall be entitled to the unpaid contributions, interest on the unpaid contributions or liquidated damages, whichever is greater; reasonable attorneys' fees; costs of suit; and such other legal or equitable relief as the court deems appropriate.
- 24.06 Upon request of the Trustees, the Company shall make available such books, records and reports as the Trustees' auditor deems appropriate to determine that the Company has made required contributions. In the event the Trustees determine that the Company failed to make the required contributions, the Trustees may assess the Company the cost of the audit.
- 24.07 In the event of failure by the Company to make contributions by the time they are due, the Trustee shall take whatever action they deem appropriate. If the Company is delinquent in payment of contributions, the Union may, after seventy-two (72) hours written notice of such delinquency, take any legal action necessary, including the right to file a grievance or the right to strike to collect such contributions, along with interest or liquidated damages, notwithstanding any other clause of this Agreement.



## ARTICLE 25 - WORKING CONDITIONS

- 25.01 VENTILATION, LUNCH ROOM, AND DRESSING FACILITIES - The Company shall furnish adequate ventilation for the premises on which work is done. The Company shall provide adequate facilities for dressing purposes, which shall be comfortable and sanitary, and shall also provide necessary lunchrooms and drinking water for the protection of health and welfare of employees.
- 25.02 WASHROOM - The Company agrees to maintain a clean sanitary washroom with toilet facilities and hot water.
- 25.03 UNIFORMS - When the Company requires employees to wear uniforms, including Company specified footwear, the Company shall furnish and launder such uniforms. Employees shall return to the Company any uniforms or other property of the Company at termination.

## ARTICLE 26 - SOLICITATION OF DONATIONS OR CONTRIBUTIONS

- 26.01 There shall be no solicitation of donations or contributions, charitable or otherwise, among employees during the term of this agreement.

## ARTICLE 27 - SALE, TRANSFER OR LEASE

- 27.01 This collective bargaining agreement shall be binding on the heirs, successors, and assigns of the parties hereto. In the event the Company sells or transfers business volume to an entity which has a contract with the Union, the employees of the Company, who are hired by the successor Company, shall have their vacation benefits protected.

## ARTICLE 28 - SCOPE AND EFFECT OF AGREEMENT

- 28.01 FULL UNDERSTANDING OF THE PARTIES - This Agreement fully and completely incorporates the understanding of the parties and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining. Neither party shall, during the term of this Agreement, demand any change nor shall either party be required to bargain with respect to any matter, except as set forth in Article 16, and provided further that nothing herein shall prohibit the parties from changing the terms of this Agreement by mutual consent.
- 28.02 SAVINGS CLAUSE - In the event any provision of this Agreement is held illegal or invalid for reasons that it conflicts with a federal or state law, said illegality or

invalidity shall not affect the remaining provisions of this Agreement. The remainder of the Agreement shall continue in full force and effect and the parties hereto shall immediately proceed to negotiate and adopt a new provision to take the place of that declared to be illegal or invalid.

- 28.03 RETENTION OF BENEFITS - Present employees will not suffer a reduction of their wage scale or fringe benefits as a result of the implementation of this Agreement. All existing fringe benefits will be maintained, except as otherwise provided in this Agreement.

## ARTICLE 29 – ETHNIC AND CULTURAL DIVERSITY

- 29.01 Postings will include languages other than English such as Cantonese/Chinese, Spanish, etc.
- 29.02 When there is a communication difficulty with a particular employee, on request the Company will allow a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.
- 29.03 Discharge or Suspension of Employees Based on Information Regarding Immigration Status. In the event that the Company is required to suspend or discharge an employee by law or work rules on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the Company shall allow up to 180 days for resolution, depending on the employee's seniority, during which he/she may be reinstated to employment on the presentation of documentation and/or information establishing her/his right to be employed by the Company. Employees with less than 5 years' seniority will be allowed 90 days. Employees with more than 5 years' seniority will be allowed 180 days.  
Upon his/her reinstatement, any such employee shall be granted the seniority held by the employee on the date of her/his suspension and/or discharge. If the employee returns within two (2) weeks, they will be placed in their former position of their choice for which they are qualified or to displace a probationary employee. If there are no such positions available, he/she shall be placed in a comparable position or the employee shall be placed on layoff status with the rights of any laid off employee according to seniority.
- 29.04 In the event that the Company is served with a validly executed search or arrest warrant, the Company shall take the following action:  
  
To the extent legally possible, arrange for questioning of employees to occur in as private a setting as possible in the workplace.
- 29.05 The Company shall grant employee excused absences, where given one weeks' prior notice for the following purpose:

To attend any appointments scheduled by Homeland Security or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Company may require proof of the appointment and proof of family relationship.

- A. The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by state or federal authority.
- B. The Company shall not disclose confidential information concerning workers to any person or government agency except as required by state or federal law or in response to the lawful directive of such agency. Confidential information includes name, addresses and social security numbers.
- C. If an employee requests that Company change her/his records regarding her/his name or social security number, and the Company can do so without violating law or work rules, it will do so, and change will not prejudice the employee's seniority or other rights under the agreement.
- D. Should a Homeland Security 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 immediately notify the Union by telephone to the Union office.

## ARTICLE 30 – WASTEWATER TREATMENT OPERATOR

### 30.01 Primary Duties:

- 1. Maintain Company's wastewater treatment system at the Oakland plant.
- 2. Add appropriate chemicals to the system to keep it operating efficiently and effectively.
- 3. Maintain current operating logs as required.
- 4. Perform minor maintenance duties including replacement of filters in the system.
- 5. Keep work area clean and orderly
- 6. Other duties as assigned

## ARTICLE 31 – HEALTH AND SAFETY

31.01 General – The Company 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 Company to ensure that all supervisors and associates

comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

Declared Public Emergency In the event local, State or Federal government agencies declare a state of emergency that affects the conduct of business, both parties will meet and confer with regard to the effect on business and the employees. It is understood that the Company and employees must comply with any orders set forth as mandatory by any government agency in response to a declared emergency.

- 31.02 Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tagout, and bloodborne pathogens. Employees shall be provided with applicable safety and health information.
- 31.03 Protective Equipment – The Company shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage or negligence.
- 31.04 Protection from Heat Stress – The Company shall provide an adequate supply of cool water and clean cups, to allow easy access by employees for frequent drinking. In hot environments, the Company shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced workloads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.
- 31.05 Ergonomics Program – The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.
- 31.06 Sanitation – Restrooms shall include appropriate lighting, mirrors, floor mats 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. Hand washing facilities will be made accessible to employees.
- 31.07 Protection from Blood-borne Pathogen:
- A. Protective Equipment – For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. 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 employee’s clothes, skin, eyes, or mouth, under normal conditions of use.

- B. Vaccinations – The Company 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.
- 31.08 Safety Committee – The Company and the Union shall cooperate in implementing an active safety committee. The Union will identify union participants according to its own rules.
- 31.09 Any national level partnership on safety initiative(s) will control should there be any conflict among the controlling documents or related practices.
- 31.10 Safety and Health Related Training – The Company 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 regulations and standards.

## ARTICLE 32 – EMPLOYEE VOLUNTARY DEDUCTIONS

- 32.01 The Company will deduct and transmit to the treasurer of Workers United, Union specified voluntary contributions the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions. These transmittals shall occur no later than the twentieth (20<sup>th</sup>) day of the following month and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.
- 32.01 The Company agrees to provide voluntary payroll deductions and direct deposit service for union members to participate in Western States Regional Joint Board sponsored credit unions that accept direct deposit.
- 32.02 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 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.

## ARTICLE 33 – JOINT LABOR-MANAGEMENT COMMITTEE

- 33.01 There will be established a Joint Labor-Management Committee, number of members not to exceed number of departments. The permanent members of the committee shall be representatives of the Local Union and the Company.



- 33.02 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 the Collective Bargaining Agreement. Subjects that can be discussed include but are not limited to health issues, safety issues, and respect and dignity issues.

## ARTICLE 34 – STANDARDS

- 34.01 The Union recognizes that continuing large scale employment at a fair wage can continue only as long as a high level of productivity is maintained within the Company's operation. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Union shall undertake to encourage its members in the attainment of this objective. Increased productivity can be achieved by reducing damage, good care of tools and equipment, a minimum amount of wasted time, careful and economical use of supplies, and in general a positive attitude by each employee. Efficiency of production requires cooperative effort towards finding easier, better and faster ways of performing operations and the ready acceptance of higher productivity bases due to improvement in operations or methods.
- 34.02 The parties recognize and accept the current established standards for employee covered by this bargaining unit. In the event that the Company determines that it is necessary to establish a standard that doesn't presently exist, or to adjust or modify any established standard, the Company will provide the Union thirty (30) calendar days' notice prior to holding employees accountable to either a newly, established standard or that of an existing standard that has been adjusted or modified. Unless otherwise agreed to in writing, the Company has the right to implement any new, adjusted or modified standard at the completion of the aforementioned notification period. The parties acknowledge that the Company has the sole and exclusive right to establish, modify or change performance standards for any position or work performed by this bargaining unit in accordance with the terms of this Agreement.
- 34.03 The Union may, at its expense, request its certified industrial engineer to review said newly established standard, or an existing standard that has had an adjustment or modification made to it. Such review may include an inspection or review of each affected job and review of all available documents pertaining to the existing, new, modified or adjusted standard. Upon the completion of the Union's industrial engineer's review, said engineer shall share his/her findings with the Company's industrial engineer. In the event that said findings differ from that of the Company's industrial engineer, in the presence of the respective Union and Company representatives, the two engineers may meet and discuss the two findings in an effort to mitigate any differences. However, the absence thereof shall not, in-and-of-itself, be considered a violation of this Agreement.

34.04 In the event the parties are not able to conform the two engineers' "study supported" standards, to a variance of ten (10%) or less based on an hourly standard, the Union may file a grievance over the imposed standard(s). Such grievance will be exclusively limited to the reasonableness of said standard(s). and shall not have, nor be permitted by any source, injunctive action related to the implementation of, or the enforcement of said standard(s) (except as may be necessary to compel arbitration or to enforce an award entered by the arbitrator under this Article). If the grievance is submitted to arbitration, the parties will attempt to select an arbitrator who has a working knowledge of production standards. The arbitrator shall determine if the standard in question is reasonable and if not, determine a reasonable standard based upon the evidence presented by the parties.

**ARTICLE 35 - TERM OF AGREEMENT**

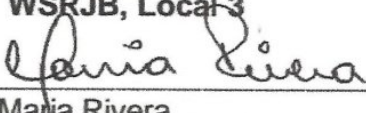
35.01 Term: This Agreement and all of its provisions shall take effect on the 8<sup>th</sup> day of January 2022, unless otherwise specifically provided, and shall remain in effect through the 10<sup>th</sup> day of January 2025. It shall continue in effect from year to year thereafter unless notice is given in the manner provided below.

35.02 Modification or Amendment: Not more than ninety (90) days nor less than sixty (60) days prior the end of the original term hereof or prior to the end of any yearly period thereafter, as the case may be, either party may give the other written notice of its desire to modify or amend this Agreement.

35.03 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 a new Agreement is signed. Either party may terminate the extension of this Agreement with fourteen (14) calendar days' notice, in writing.

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

**Aramark Uniform Services**  
  
 \_\_\_\_\_ 5/26/2022  
 Chuck Kellogg DATE  
 Dir Labor & Employee Relations

**WSRJB, Local 3**  
  
 \_\_\_\_\_ 5/18/2022  
 Maria Rivera DATE  
 Regional Manager, WSRJB

*Brett A. Borba* 05-26-2022  
 \_\_\_\_\_  
 Brett Borba DATE  
 NW Regional V.P.

  
 \_\_\_\_\_ 5/18/2022  
 Juan Flores DATE  
 Laundry Division Director



## APPENDIX A

Hourly Wage Rates					
OAKLAND					
Classifications by Department:					
		Current	*Effective 1/8/2022	Effective 1/7/2023	Effective 1/6/2024
			\$2.00	\$0.75	\$0.75
<b>Soil Department</b>					
	Soil Handler	\$15.32	\$17.32	\$18.07	\$18.82
<b>Wash Department</b>					
	Head Washer	\$16.07	\$18.07	\$18.82	\$19.57
	Wash Person/Tumbler Operator	\$15.42	\$17.42	\$18.17	\$18.92
<b>Finishing Department</b>					
	Distributor	\$15.25	\$17.25	\$18.00	\$18.75
	Tunnel Operator	\$15.25	\$17.25	\$18.00	\$18.75
	Garment Folder/Sorter	\$15.25	\$17.25	\$18.00	\$18.75
	Garment Press Operator	\$15.25	\$17.25	\$18.00	\$18.75
<b>Stockroom Department</b>					
	Garment Seamstress	\$15.23	\$17.23	\$17.98	\$18.73
	Stockroom Operator	\$15.32	\$17.32	\$18.07	\$18.82
	Warehouse	\$15.32	\$17.32	\$18.07	\$18.82
<b>Flat Work Department</b>					
	Feeder/Folder	\$15.22	\$17.22	\$17.97	\$18.72
	Towel Folder	\$15.22	\$17.22	\$17.97	\$18.72
	Tie Out/Builder	\$15.22	\$17.22	\$17.97	\$18.72
	Loader/Builder	\$15.22	\$17.22	\$17.97	\$18.72
<b>Clean-up Department</b>					
	Clean-up Person	\$15.57	\$17.57	\$18.32	\$19.07
<b>WasteWater Department</b>					
	Utility/Waste Water Operator	\$14.67	\$16.67	\$17.42	\$18.17
	Waste Water Treatment Operator	\$18.72	\$20.72	\$21.47	\$22.22

**SAN JOSE & CASTROVILLE**

**Classifications**

	Current	*Effective 1/8/2022	Effective 1/7/2023	Effective 1/6/2024
		\$2.00	\$0.75	\$0.75

Soil	\$15.32	\$18.20	\$18.95	\$19.70
Head Marker/Distributor	\$15.37	\$18.20	\$18.95	\$19.70
Marker	\$15.27	\$18.20	\$18.95	\$19.70
Load/Unload/Load Make Up	\$15.17	\$18.20	\$18.95	\$19.70
Janitor	\$15.17	\$18.20	\$18.95	\$19.70
Utility	\$15.52	\$18.20	\$18.95	\$19.70
Mender	\$15.23	\$18.20	\$18.95	\$19.70

\*\$1.00 of the 01/08/2022 increase is retroactive to 01/08/2022

**HAYWARD**

**Classifications**

	Current	*Effective 1/8/2022	Effective 1/7/2023	Effective 1/6/2024
		\$2.00	\$0.75	\$0.75

Soil	\$15.32	\$17.32	\$18.07	\$18.82
Head Marker/Distributor	\$15.37	\$17.37	\$18.12	\$18.87
Marker	\$15.27	\$17.27	\$18.02	\$18.77
Load/Unload/Load Make Up	\$15.17	\$17.17	\$17.92	\$18.67
Janitor	\$15.17	\$17.17	\$17.92	\$18.67
Utility	\$15.52	\$17.52	\$18.27	\$19.02
Mender	\$15.23	\$17.23	\$17.98	\$18.73

\*\$1.00 of the 01/08/2022 increase is retroactive to 01/08/2022

Employees shall receive the following non-cumulative compensation based on years of service:

Over five (5) years continuous employment:	\$0.15 per hour.
Over ten (10) years continuous employment:	\$0.20 per hour.
Over fifteen (15) years continuous employment:	\$0.25 per hour.
Over twenty (20) years continuous employment:	\$0.30 per hour.
Over twenty five (25) years of continuous employment	\$0.35 per hour
Over thirty (30) years of continuous employment:	\$0.40 per hour

- Employees designated as leads by the Company will receive an additional \$0.35 per hour.

## ATTENDANCE POLICY

### **General**

The effective operation of the Aramark's Production Facility in Oakland California is based on the need for all employees to be at work every day, on time and work for the entire day. We realize that circumstances arise that result in employees not being at work all or a part of a day. Nevertheless, the combination of excessive absences, tardiness and early departures from work disrupts the Production Facility's ability to service our customers.

### **Policy**

Within any calendar consecutive 365 days an employee who accumulates over 6 points will be terminated. Points are given for any absence that is not pre-approved by your supervisor.

### **Points**

- One (1) point is assessed for each day of unexcused absence
- One half (1/2) of a point is assessed for each tardy of five minutes or more.
- One half (1/2) of a point is assessed each time you leave work prior to the completion of work for the day.

### **Progressive Discipline**

- 3rd point will result in a Verbal Warning
- 4th point will result in a First Warning
- 5th point will result in a Second Warning
- 6th point will result in Termination.

### **Excused Absences**

The following excused absences will not be counted as an occurrence:

- Article 19 - Paid Sick Leave in the Collective Bargaining Agreement
- Vacation
- Incentive vacation
- Holidays
- Jury duty
- Funeral leave as allowed in the Collective Bargaining Agreement

- Military duty
- Court appearance when summoned due to a subpoena
- Absences covered under the Family Medical Leave Act
- Verified and necessary absences due to an industrial illness or injury
- Other absences allowed by state or federal law

### **Excused Absences under FMLA**

Under the Family Medical Leave Act an employee may be excused due to:

Their own serious health condition

- The serious health condition of a close family member
- The need to take time off as a result of a pregnancy or adoption of a child

### **Examples Covered under FMLA**

One's own serious health condition means that the individual has a medical condition that usually requires three days or more of absence, the treatment of the condition by a health care professional and the application of so type of medical treatment such as medication or physical therapy.

If one has a medical condition that requires intermittent treatment this may also be covered under FMLA. Examples of intermittent treatment would be chemotherapy or regular medical visits in order to control diabetes.

If you have a close family member who relies on you as the primary care giver you may be excused in order to render care to that person. The key here is that you are the only person who can render the care and the family member must have a serious health condition.

Pregnancy and adoption of a child are straightforward. If you require reasonable time off in order to assure that your pregnancy is successful or you require time off in order to process adoption papers etc. these absences are covered under FMLA.

### **Documentation**

If you are absent for what you feel might be a matter covered under FMLA you must inform your supervisor as soon as possible and provide us with certification from your health care professional as to the validity of your need to be off.

### **General Rules**

Never leave the premises without properly informing your supervisor. If you leave without permission you will be considered to have committed insubordination and

abandoned your job. If this occurs you will be terminated.

If you have an unscheduled event that means you cannot make it to work or cannot arrive on time you must call your supervisor within fifteen (15) minutes of your scheduled start time or provide proof of the reason you could not do so.

If your medical condition changes to the point that you and your health care professional no longer feel that you can perform the essential functions of your job you must provide medical certification to us in order for us to discuss with you how we may be able to modify your job so that you can perform the essential functions of your job or discuss other employment opportunities with you.