

AUCA CBA # 0501

COLLECTIVE BARGAINING AGREEMENT

By and Between

ARAMARK UNIFORM & CAREER APPAREL, LLC

MC 508 - Novato, CA
MC 515 - South San Francisco

PRODUCTION

And

**Local 75,
Western States Regional Joint Board**

Covering the period from
06/25/2022 to and including 06/27/2025

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AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of June 2022, by and between ARAMARK Uniform & Career Apparel, LLC, Plant #508 of Novato, CA, and Plant #515 of So. San Francisco, CA, hereinafter referred to as the “Company”, Local 75, Western States Regional Joint Board, hereinafter referred to as the “Union”.

WITNESSETH:

ARTICLE 1 - RECOGNITION AND PURPOSE

The Company recognizes the Union as the sole collective bargaining agent for the employees of the Company, excluding guards, drivers, maintenance workers and supervisors as defined in the Labor-Management Relations Act of 1947, as amended.

1.2. The purpose of this Agreement is to fix wages, hours, and general working conditions for members of the Union employed in the classifications hereinafter set forth. Supervisors, as defined in Section 2 (11) of the National Labor Relations Act, are excluded from coverage under this Agreement. Such individuals shall not perform work covered by this Agreement except in cases of emergency or for the purpose of instruction or training.

ARTICLE 2. - UNION MEMBERSHIP

2.1 The Company shall notify the Union when new or additional employees are needed to afford the Union the opportunity to refer qualified applicants. The Company retains the right to hire from other sources.

2.2 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 Union membership or non-membership, by-laws, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements; nor shall referral, hiring or tenure, or any term or condition of employment be based on, or in any way affected by, the applicant's or employee's race, national origin, sex or age to the extent prohibited by law.

2.3 The Company shall be the sole judge of the qualifications of any job applicant and shall have the right to reject any applicant for employment, subject to the non-discrimination obligation set forth in “B” above. When hiring, preference shall be given to applicants previously employed in this industry in Marin County or San Mateo County,

if qualified. Upon written request from the Union, the Company will advise the Union in writing of his reasons for rejecting any applicant referred by the Union.

2.4 Membership in good standing in the Union shall be a condition of continued employment on or after the 31st day following the beginning date of employment or the effective date of this Agreement, whichever is later. The term "membership in good standing" shall be construed to mean the tender of the periodic dues and/or initiation fees uniformly required of the other employees covered by this Agreement.

2.5 The Company further agrees that any employee who is not in good standing with the Union, in accordance with this Article, shall be removed from the Company's payroll within seven (7) days of receipt of notice in writing from the Union.

2.6 The Company agrees to notify the Union in writing of new employees within forty (40) work hours following the employee's beginning date of employment, furnishing the Union with the employee's name, address, Social Security number, and date of employment, on forms to be supplied to the Company by the Union.

ARTICLE 3. - DUES DEDUCTIONS

3.1 It is further mutually agreed that the Company shall, in compliance with the Union's checkoff and/or dues deduction system, automatically deduct, once a month from each employee's wages earned, any and all monies owed the Union by the employee for initiation fees, dues and regular assessments; provided further, that the employee executes and files with the Company a written authorization to the Company to make such deductions.

The Company will continue to recognize Union Membership, dues deduction, 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.

3.2 The Union shall submit to the Company by the first day of each and every month a record sheet properly showing the monies owed the Union by each employee. The Company agrees to forward such monies by check to the Union on or before the fifteenth (15th) day of each and every month.

3.3 The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken or omitted by the Company in reliance upon authorization cards for the deduction of Union dues and fees.

ARTICLE 4. - WORKING HOURS AND OVERTIME

4.1 NORMAL WORKDAY - The normal workday 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.

4.2 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

4.3 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 Washroom department may start up to one (1) hour earlier than the time listed above, with no shift premium.

4.4 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.

4.5 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:

4.5.1 After eight (8) hours worked in any one day

4.5.2 In excess of forty (40) hours worked in any work week

4.5.3 In excess of thirty-two (32) hours worked in any week in which a paid holiday occurs

4.5.4 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 4.5.2 above.

4.5.5 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 4.5.2 above.

4.5.6 For all hours worked on Saturday for employees regularly scheduled Sunday through Thursday, unless the employee fails to work his or her regularly scheduled work week because of sickness or other personal reasons, subject to Section 4.5.2 above.

4.5.7 Overtime at the rate of double time the employee's regular rate of pay shall be paid for all worked performed on employee's seventh (7th) 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.

4.5.8 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). In the event overtime is needed for an employee's normal days off, the Company will endeavor to provide two (2) day's advance notice.

4.6 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.

4.7 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 5. - INCENTIVE PLANS

5.1 The Union is not in accord with piecework. However, in the event the Company desires to alter production methods by implementing an incentive plan, it is agreed that the Company shall first bargain with the Union before implementing any such plan.

ARTICLE 6. - HOLIDAYS

6.1 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	
2 Floating Holidays	

6.2 ADDITIONAL FLOATING HOLIDAY – For any employee who has worked twenty (20) 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.

6.3 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 unreasonable denied.

6.4 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.

6.5 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.

6.6 HOLIDAY PAY - Holiday pay shall be eight (8) hours of pay at the employee's regular rate.

6.7 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.

6.8 SUNDAY WORK IN A HOLIDAY WEEK - No employee shall be required to work on a Sunday during a holiday week.

6.9 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.

6.10 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%) percent 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 7. - VACATIONS

7.1 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. Failure to work the minimum number of hours will result in the employee earning no vacation entitlement.

7.2 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 (1) year or more but less than three (3) years prior to their anniversary date	1 week

Three years (3) or more but less than eight (8) years prior to their anniversary date	2 weeks
Eight (8) years or more, but less than fifteen (15) years prior to their anniversary date.	3 weeks
Fifteen (15) or more years prior to the anniversary date	4 weeks

7.3 VACATION SCHEDULING - On October 15th of each year, the Company shall make a paid vacation scheduling list available to all employees. All employees shall schedule paid vacations by December 31st. Any employee who does not schedule paid vacations by December 31st 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. In such cases, the employee must make requests within fourteen (14) calendar days of the desired time off and the Company will provide a written response within seven (7) calendar days. The Union will be forwarded a copy of the vacation schedule no later than January 15th of each year.

7.4 PRORATING OF VACATION BENEFITS - Employees who are entitled to vacation benefits in accordance with Section 7.1 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 1st wherein their anniversary date for vacation accrual will be January 1st of each year. Similarly, their vacation shall run from January 1st through December 31st of each year and as with all employees there shall be no carry over of vacation from one year to the next.

7.5 Vacation will be prorated in accordance with California law for employees that voluntarily or involuntarily terminate their employment.

7.6 VACATION PAY - Vacation pay will be at the employee's regular rate of pay for forty (40) hours per week.

7.7 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.

7.8 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.

7.9 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 8. - REST PERIODS

8.1 Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of work to be taken, insofar as practicable, in the middle of each work period. No employee shall be required to work in excess of three (3) continuous hours without such a rest period. An employee who completes his/her day's work between four (4) and six (6) hours shall not be entitled to a second paid rest period on that day. However, an employee who completes in excess of six (6) hours of work in a day shall be given a second ten (10) minute paid rest period. Any employee who abuses the time limits established may be subject to disciplinary action.

ARTICLE 9. - PENSION PLAN

9.1 Contributions. The Company shall contribute the sum of \$112.82 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 shall contribute to fund five (5) years vesting pursuant to separate collective bargaining agreement between the Company and the Union. Additionally, 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	\$117.96
Effective	6-1-23	\$123.34
Effective	6-1-24	\$128.96

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.

9.2 Eligibility. 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.

9.3 Trust Provision. 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.

ARTICLE 10. - HEALTH & WELFARE

10.1 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.

The monthly contribution rates shall be as follows:

Effective Date	Monthly Premium
July 1, 2022	\$869
July 1, 2023	\$900
July 1, 2024	\$931

10.2 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.

10.3 Premiums shall be payable not later than the 15th day of each calendar month.

10.4 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 11. The 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.

10.5 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.

10.6 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 11. - MAINTENANCE OF BENEFITS

11.1 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.

11.2 Employee cost share for Employee Only coverage shall be as follows:

Eligible employees shall contribute twenty-five percent (25%) of the cost of their H & W benefits.

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.

11.3 The Company agrees to administer automatic payroll deduction to enable employees eligible for health and welfare benefits to enroll and participate in a single plan sponsored by the Union. Additionally, the Company will similarly make payroll deductions when an employee desires to voluntarily obtain similar benefits for the participating employee's spouse and dependents. The Company will remit the payroll deductions in the amount and as directed by voluntary written authorizations provided by each employee. The Company expressly rejects all financial and fiduciary liabilities for administration of the plan or plans in which employees enroll.

ARTICLE 12. - INDUSTRIAL INJURIES

12.1 Each employee must promptly notify his/her immediate supervisor after sustaining an industrial injury. If the doctor orders the employee not to work for the rest of the day, the employee shall nonetheless be paid for the balance of his/her straight-time shift that day.

12.2 An employee injured on the job will be reinstated in his/her classification upon certification by the industrial doctor that he/she is physically able to resume his/her work.

12.3 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 13. - CLASSIFICATION COMMITTEE

13.1 A classification Committee shall be established for the purposes of investigating and classifying the occupations and wage ratings which have not been classified as of the date of this agreement. Said Committee shall be composed of two (2) representatives, one (1) from the Company and one (1) from the Union.

13.2 Whenever a new classification and wage rate for said classification are requested in writing by the Union, the Committee shall meet within ten (10) days. The Classification Committee shall complete its findings within thirty (30) days of the Union's written request or said request shall be treated as a grievance in accordance with the provisions of Article 17.

13.3 The Company shall maintain an industrial safety program.

ARTICLE 14. - CLOSEDOWN

14.1 If in the event of an involuntary closedown of a plant or a department the Company instructs the employees to standby on the premises, said employees will be paid their regular wages during the standby time. On the day of involuntary closedown, employees may be required to work after normal quitting time, if necessary, to finish the day's work, provided the Company complies with applicable State Law.

14.2 Contrariwise, any employee released from the premises and told to return the same day, who then fails to return, will be subject to discharge.

14.3 If the employees are released following such involuntary closedown but work the following Saturday, they will be paid time and one-half (1-1/2) their regular rate of pay. Any employee who did not return to work on the shutdown day shall receive straight time only.

ARTICLE 15. - WAGES

15.1 Wage rates for the classifications covered by this Agreement are set forth in Appendix "A" hereto and incorporated herein.

ARTICLE 16. - MANAGEMENT RESPONSIBILITY

16.1 Subject only to specific limitations as stated in this Agreement or any written supplements hereto, the Union recognizes that the Company retains the exclusive right to manage his business, to direct the work force and to conduct operations in a safe and effective manner.

ARTICLE 17. - ADJUSTMENT OF GRIEVANCES

17.1 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. In order for grievances to be recognized they must be presented within ten (10) calendar days of their occurrence and according to the following procedures:

17.2 Step 1: The employee and 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. It is understood and agreed that the disposition of grievances at this step of the grievance procedure shall not constitute a precedent for the interpretation and administration of this agreement.

17.3 Step 2: If the grievance is not resolved at Step 1, the union may process it to the 2nd Step. At this step, it shall be presented in writing, to the Plant Manager within five (5) calendar days following the discussion at Step 1. The employee, steward, and Union Representative shall meet with the Plant Manager within five (5) calendar days after the written grievance has been provided to the Plant Manager who will provide a written answer to the written grievance within seven (7) calendar days.

17.4 Step 3: If the grievance is not resolved at Step 2, the union may process the grievance to the 3rd Step by notification to the Labor Relations Director within five (5) calendar days after the Step 2 answer that the Union wishes to proceed to Step 3. Within fifteen (15) calendar days after said notification, a meeting between the Union's Regional Manager and the Labor Relations Director or his/her designee shall be held to discuss the grievance. The ten (10) day deadline may be extended by mutual written agreement between the parties. The grievant, a union steward and one other union official may attend the Step 3 meeting along with representatives of the Company. The Labor Relations Director shall give his/her written answer to the grievance within ten (10) calendar days following the Step 3 meeting.

17.5 In the event the grievance has not been resolved after completion of all Steps of the grievance procedure, the Union may within fifteen (15) calendar days of the Company's final Step answer, notify the Company of its intent to submit the grievance to arbitration. If notice for arbitration is properly given, the Union will request that within

seven (7) calendar days, the Federal Mediation and Conciliation Service to furnish the parties with a Panel of seven (7) Arbitrators. The Union and the Company will each pay half of any applicable fee for obtaining an Arbitration Panel. Within fourteen (14) calendar days after the receipt of the Panel, 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 each party has exercised its strikes, shall become the Arbitrator.

17.6 If no written request for arbitration is made within the fifteen (15) calendar day period provided herein, the grievance shall be barred from arbitration and from further consideration.

17.7 Each party shall bear the expenses of its own witnesses and of presenting its own case. Either party shall have the right to request the presence of a court reporter to prepare an official written transcript of the evidence. Should the party not requesting the court reporter order a copy of or review the written transcript, then the expenses and fees of the reporter and the cost of the transcript shall also be divided equally between the parties. Each party shall be responsible for one-half (1/2) the expenses and fees of the Arbitrator designated under this Article.

17.8 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.

17.9 In the event either party fails to act on any grievance within any of the time limits provided for such within this Agreement, then, under such failures to act, the Union shall forfeit its right to any further processing of the grievance, or if the Company is the party failing to act, the grievance shall be automatically advanced to the next STEP of the Grievance Procedure. However, the time lines may be extended by mutual agreement between the parties.

ARTICLE 18. - NO STRIKE/NO LOCKOUT

18.1 During the period of this Agreement, there shall be no strikes, work stoppages, slowdowns, picketing or other interference with the operations of the Company unless the Company refuses to follow the grievance or arbitration procedures set forth herein. The provision of this article shall not apply to a legal picket line which may be established by another Union provided that said picket line is sanctioned by Local 75, Western States Regional Joint Board.

18.2 No officer representing the Union shall aid or condone any unauthorized strike by members of the Union, nor shall any employee participate in any such strike.

18.3 There shall be no lockouts during the term of this Agreement.

18.4 The Company may discipline or discharge any employee who engages in an unauthorized strike of members of this Union, and such action shall not be subject to review upon any grounds other than that the employee did not take part in such unauthorized strike.

ARTICLE 19. - SHOP STEWARDS

19.1 No shop steward shall be discriminated against because of his/her Union activity. Any dispute arising from alleged discrimination shall be decided in accordance with the grievance and arbitration procedures herein. The Union shall notify the Company of the identity of the shop steward appointed by the Union.

19.2 The Company will arrange for all newly hired bargaining unit members to attend a Union orientation on Company time and on premises, for no more than thirty (30) minutes, within two (2) weeks of each new employee's date of hire. Such orientations will be scheduled in consultation with a Union Representative and Shop Steward.

Union Stewards shall be released from duties with no loss of pay for up to one (1) hour each month to meet with a Union Representative for purposes of training and contract administration. The Union Representative will discuss the request with the manager to take into consideration operational needs. The request will not be unreasonably denied.

ARTICLE 20. - UNION REPRESENTATIVES' VISITS

20.1 Any duly authorized representative of the Union shall be allowed to visit the Company's facility at any time during working hours, and shall have access to timecards, paychecks connected with work performed by any member of the Union, and including securing of applications for Union membership provided, however, that no such visit shall interfere with the operations of the Company. The representative shall notify the front office upon arrival at the plant.

ARTICLE 21. - LENGTH OF SERVICE/SENIORITY

21.1 Seniority shall be established after an employee has completed their probationary period recognizing all time since the last date hired working under the terms and conditions of this Agreement. In all cases of layoff and recall, the following factors shall be considered, and where facts "1" and "2" are equal, length of seniority shall govern:

1. knowledge, skill, efficiency on the job;
2. the ability to perform the essential functions of the job; and
3. length of seniority.

21.2 The Union will be notified of any lay-off in writing. The notification will include the names, seniority dates of the employees being laid off.

21.3 During the first one hundred eighty (180) calendar days of employment, a newly hired employee, shall be on probation and may be discharged at the discretion of the Company. Such discharge shall not be subject to the grievance and arbitration procedure contained in Article 17, "Adjustment of Grievances". Upon such completion of one hundred eighty (180) calendar days of employment, the seniority date shall revert back to the initial date of hire

21.3.1 If an employee requests that the Company change her records regarding their 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;

21.4 Open jobs shall be posted on the bulletin board for a period of five (5) working days for bid.

21.4.1 Preference in filling job vacancies will be given to employee(s) who bid for the position on the basis of seniority, provided the employee is qualified for the position or can qualify within one (1) week. If there are no bidders on the open job, the Company shall have the right to go to the outside to fill the position.

21.4.2 If any permanent job vacancy is created as a result of the transfer of a successful bidder to the first posted vacancy, it will be bid in the same manner set forth above, for up to one (1) position after which the Company may fill the vacancy without bidding.

21.4.3 Employees failing to qualify for a bid position within one (1) week will be returned to their former position or a similar position if their former position is not available.

ARTICLE 22. - LEAVES OF ABSENCE

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

22.2 Employees will be granted special leave, without pay, to attend to bona fide Union business, such as grievance meetings, Union meetings, conventions, etc. This privilege shall be limited to one employee at any one time.

22.3 Employees will be granted up to five (5) days of funeral leave upon the death of spouse, domestic partner, child, adopted child, parent, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, sister/brother-in-law. 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 Article, if possible, and shall also provide proof of attendance at the funeral, if requested by the Company.

22.4 Employees will be allowed time off, without pay, to attend to jury duty when required.

22.5 Employees may apply in writing to the Company for leave, without pay, for urgent personal business, and the Company will, if the leave is granted, notify the employee in writing of the approved leave dates. The Company will not arbitrarily withhold permission for such leave provided the employee can be spared.

22.6 An employee who has completed one (1) year of continuous service and is absent from work because of bona fide illness or industrial accident shall not forfeit his/her seniority status or vacation rights under the following provisions:

1. Such employee may be absent from work for up to one hundred eighty (180) days. The absence days need not be consecutive. The absence must be certified by a physician.
2. An employee absent for reasons provided in this Article shall, upon return to work, be returned to his/her regular classification provided that he/she is physically qualified.
3. Company may agree to extend a leave of absence, thereby permitting an employee to retain seniority and vacation rights notwithstanding a leave beyond 180 days.

22.7 California Family - School Act. The Company will allow parents, 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 23. - SALE OR TRANSFER OF BUSINESS

23.1 This Agreement shall be binding on both parties, their successors and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, transfer, lease, or assignment.

23.2 In the event of a sale, the Company agrees to notify the Union as soon as possible after the sale is consummated.

ARTICLE 24. - SICK LEAVE

24.1 All regular employees of the Company will earn five (5) days paid sick leave per year. Sick leave will be earned at the rate of one-half (1/2) day per month. The Company will comply with all provisions of the California Sick Leave law.

24.2 Sick leave may be accumulated to a maximum of twenty-five (25) days.

24.3 Sick leave shall be paid as follows:

1. If an eligible employee is ill and furnishes a doctor's certificate or official notice of eligibility to draw State Disability Insurance benefits, sick leave pay shall be payable from the first day of illness. This provision shall not be construed to limit eligibility for benefits under this Article to those employees eligible to draw State Disability Insurance benefits.

2. If the employee is drawing State Disability Insurance benefits, the Company will make up the difference between the State Disability payment and the employee's regular daily wages until the employee's sick leave credits are used.

3. If the employee is hospitalized, the sick leave benefits will be paid starting on the first day of such hospitalization. If the employee is drawing State Disability Insurance benefits, after twenty-one (21) consecutive days of disability, the Company will make up the difference between the State Disability payment and the employee's regular daily wages.

24.4 The Company agrees to give the employees the status of their sick leave credits each week.

ARTICLE 25. - SANITATION, SAFETY, VENTILATION, AND DRESSING FACILITIES

25.1 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.

25.1.1 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.

25.2 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.

25.3 Protection from Heat Stress - The Company shall provide an adequate number of clean drinking fountains or bottles with 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 work loads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

25.4 Ergonomics Program - The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.

25.5 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.

25.6 Protection from Blood borne Pathogen:

1. 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. The Company shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

2. 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.

25.7 Safety Committee – The Company and the Union shall cooperate in implementing the “Team Safety Program”. The Union may participate in selecting team members if they chose

25.8 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 26. - RECORD KEEPING

26.1 Employees shall not be required to keep their own production records.

26.2 The Company will send a copy of all disciplinary action notices to the Union within seven (7) calendar days of issuance.

ARTICLE 27. - NON-DISCRIMINATION

27.1 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.

27.2 The Company and the Union acknowledge their obligation to bargain over accommodations in wages, hours and working conditions proposed to maintain non-discrimination in employment but which are not consistent with the terms and conditions set forth in this Collective Bargaining Agreement.

27.3 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 (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 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.

27.4 The Company will comply with all applicable laws that are not subject to any variance or waiver such as, but not limited to those noted in 27.3 above.

ARTICLE 28. - VALIDITY

28.1 Should any provision of this Agreement be determined to be invalid or in conflict with any applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 29. - RESPECT AND DIGNITY

29.1 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 Company 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 30. - ETHNIC AND CULTURAL DIVERSITY

30.1 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.

30.2 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 bulletin board notices where practical, to communicate in the principal languages of its employees.

30.3 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.

30.4 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 31. – EMPLOYEE VOLUNTARY DEDUCTIONS

31.1 The Company will deduct and transmit to the treasurer of WSRJB voluntary political contributions in the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions on forms supplied by the Union for that purpose. These transmittals shall occur no later than the twentieth (20th) 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.

31.2 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 32. - JOINT LABOR - MANAGEMENT COMMITTEE

32.1 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.

32.2 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 33 - TERM OF AGREEMENT

Term: This Agreement and all its provisions shall take effect on the 25th day of June 2022, unless otherwise specifically provided, and shall remain in effect through the 27th day of June 2025.

It shall continue in effect from year to year thereafter unless notice is given in the manner provided below.

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.

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 fourteen (14) 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

**Local 75, Western States
Regional Joint Board**



Chuck Kellogg
Director, Employee and Labor Relations



Maria Rivera
Regional Manager

Date: 6/30/2022

Date: 7/6/2022

APPENDIX “A” - WAGE RATES
Novato/South San Francisco, CA

Head Marker:	Current Rate	Effective	Effective	Effective
	\$15.91	06/25/22	06/24/23	06/22/24
	INCREASE>>>>>>>>	\$2.00	\$0.75	\$0.75
		\$17.91	\$18.66	\$19.41
Marker and Dist.:	Current Rate	Effective	Effective	Effective
	\$15.81	06/25/22	06/24/23	06/22/24
	INCREASE>>>>>>>>	\$2.00	\$0.75	\$0.75
		\$17.81	\$18.56	\$19.31
Mender	Current Rate	Effective	Effective	Effective
	\$15.77	06/25/22	06/24/23	06/22/24
	INCREASE>>>>>>>>	\$2.00	\$0.75	\$0.75
		\$17.77	\$18.52	\$19.27
Sorter, Counter Loading Stockroom:	Current Rate	Effective	Effective	Effective
	\$15.65	06/25/22	06/24/23	06/22/24
	INCREASE>>>>>>>>	\$2.00	\$0.75	\$0.75
		\$17.65	\$18.40	\$19.15

Any Employee with five (5) years seniority shall receive an additional \$0.25 per hour.

Any Employee with twenty (20) years seniority shall receive an additional \$0.30 per hour.

All wage increases shall be across-the-board.

1. Where marking or distributing work is performed similar to that performed by linen route persons in the marking department, the marking department wage scales shall apply to employees performing such work.
2. A floor person shall receive Twenty Cents (\$.20) per hour above the highest job rate paid to employee under his or her supervision.
3. No employee shall receive a reduction in his or her present rate of pay or working conditions by reason of the execution of this Agreement.