

AGREEMENT

ARAMARK UNIFORM & CAREER APPAREL, LLC
Phoenix, Arizona

And

WORKERS UNITED Local 2732
WESTERN STATES REGIONAL JOINT BOARD

March 26, 2022 and including March 28, 2025

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AGREEMENT

This Agreement is made and entered into the 16th, day of March, 2022 by and between Aramark Uniform and Career Apparel LLC, facility located at 3836 W Buckeye Rd, Phoenix, Arizona, a wholly-owned subsidiary of Aramark Corporation, a Delaware Corporation, hereinafter referred to as the COMPANY and the Western States Regional Joint Board, Local 2732, hereinafter referred to as the UNION.

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agency in respect to rates of pay, hours of work, and conditions of employment for the employees in the bargaining unit located at 3836 W. Buckeye Road, Phoenix, Arizona, 85009.
- 1.02 The employees covered by this Agreement shall include all laundry production employees, but excluding office and clerical employees, Route Sales Representatives, Haul Drivers who perform no production work, and supervisory employees who do not perform production work regularly and consistently in one single operation and who have authority to hire and discharge or effectively recommend such action. (This shall not preclude supervisors, who are hereby excluded, from helping out in production work where employees are absent or on vacation, from relieving bottlenecks in production, or from instructing or training employees.)
- 1.03 The Company shall recognize and deal with such representatives of the employees as the Union may elect or appoint, and shall permit such representatives elected or appointed by the union to visit and enter its plant and production areas at any reasonable time during working hours as long as it does not interrupt production. Such representatives shall give notice prior to the visit.
- 1.04 The Union shall notify the Company of the names of the Stewards and Assistant Stewards.
- 1.05 In the event it is necessary for a steward, or in his or her absence, an Assistant Steward, to leave his or her work station to discuss a grievance or attend a meeting with the Company, which has been scheduled, he or she shall notify their immediate Supervisor.
- 1.06 The Company agrees to make available to the union representatives, all relevant information so the Union may properly represent the bargaining unit employees.

- 1.07 The Company agrees to provide a bulletin board for meeting notices and other union communications.

ARTICLE 2 – UNION SECURITY AND CHECK OFF

- 2.01 To the extent permitted by law, membership in the Union, shall be a condition of employment on and after the 31st. day following the beginning date of employment or the effective date of this Agreement, whichever is later, and continued membership in good standing shall also be a condition of employment. Newly hired employees who are not members of the Union shall complete membership within thirty-one (31) days from the beginning date of employment. The Company and the Union agree that neither shall intimidate nor coerce employees for or against union membership.
- 2.02 The Company agrees to notify the Union in writing, of all new employees hired within ten (10) days following the beginning date of employment, furnishing the Union with the employee's name, address, social security number, phone number, and the date of employment of each new employee.
- 2.03 To the extent permitted by law, upon notice to the Company in writing by the Union, any employee who is not in good standing with the Union in accordance with this Section shall be removed from the Company's payroll within thirty (30) days from receipt of said notice.
- 2.04 The parties to this Agreement will post, in places where notices to employees and applicants for employment are customarily posted, a copy of this Section and any and all other provisions relating to this matter.
- 2.05 The Company shall deduct from the first paycheck issued to each employee covered by this Agreement, and each calendar month thereafter, the regular monthly dues owing to the Union by each employee employed by the Company.
- 2.06 The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues, out of an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.
- 2.07 New hire employees shall serve a sixty (60) day probationary period, during which discipline and discharge shall not be subject to arbitration.
- 2.08 The Company shall arrange for one 15-minute Union orientation session when needed during which a steward or other bargaining unit employee designated by the Union will meet with all the newly hired employees to orient them to the Union. Such sessions will be scheduled on company time.

- 2.09 The Company and the Union agree that they will not discriminate against employees who choose union membership or non-membership.
- 2.10 The Company will deduct and transmit to treasurer of the Union's political action committee PAC, currently Workers United Western States Regional Joint Board, Committee of Political Education (COPE), 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 (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.

ARTICLE 3 – SENIORITY

- 3.01 In all cases of an increase or decrease of the workforce, plant seniority shall prevail. The remaining employees must be able to perform the work within in a reasonable period of time. By mutual agreement, the Company may retain a less senior employee to provide training for the remaining bargaining unit employees. Departmental seniority shall prevail when determining the greater numbers of hours an employee works and for permanent transfers. The term department shall be defined as the following: wash, soil, distribution, bulk fold, stockroom and press/tunnel.
- 3.02 Temporary layoffs due to lack of work, illness of the employee, or leaves of absence granted by the Company shall not constitute interruption of an employee's continuous service with the Company as those terms as used in the Article; provided, however, that the continuous service of an employee shall terminate.
- (a) Layoffs that exceed a period of twelve (12) months for employees with less than five (5) years of seniority; layoffs that exceed a period of twenty-four (24) months for employee(s) with five (5) or more years of service.
 - (b) When he or she terminates their employment or are terminated from their employment for just cause.
 - (c) Three (3) consecutive days, of unreported absences.
 - (d) Failure to return to work following a temporary layoff within five (5) days, after mailing by Company via USPS Certified Mail or United Parcel Service Overnight delivery or attempted delivery of recall notice, to the employee'(s) last address provided to the Company.

- 3.03 All new employees, whether or not they have had previous experience, shall be on probation with the Company during the first sixty (60) days of their employment with the company and during such probationary period the Company shall have the right to discharge such employee without recourse by the employee or the Union. After such probationary period, their length of service with the Company for the purposes of this Article shall commence from the first date of their employment.
- 3.04 Any questions concerning seniority rights of an employee shall be jointly worked out by the Company and the Union. If they cannot reach a satisfactory agreement then the issue shall be resolved through the grievance procedure.
- 3.05 The Company will provide to shop steward(s) and WSRJB a seniority list, upon request.
- 3.06 Department openings will be posted for three (3) days. The most senior qualified employee expressing an interest will be placed to work in that department as their primary job assignment. Any employee placed in the assignment after the posting will not be placed in a posted job again for twelve (12) months. All employees may be temporarily moved to other assignments as production needs require.

ARTICLE 4 – LEAVE OF ABSENCE

- 4.01 The Company, in its discretion, will grant written leaves of absence for reasonable periods of time based on reasonable grounds without discrimination and without loss of seniority rights.
- 4.02 Employees shall be granted a leave of absence for a period of up to six (6) months for Union leave, up to one employee, inability to work due to illness or injury.
- (a) Leave of absence for thirty (30) working days or longer are to be in writing, with one copy for the Company, a copy for the Union, and a copy to be retained by the employee. If an employee, while on medical leave of absence, accepts other employment, without written permission of the Company, his employment shall cease to be effective the last day worked.
 - (b) An employee who timely returns from a leave of absence will retain their seniority and return to the same job and shift with the appropriate pay rate for that job provided she/he has the ability and seniority to perform the job.
 - (c) The employee will comply with all documentation required by the Company, including FMLA certification and Leave of Absence forms.

- 4.03 The Company shall adhere to the provisions of the Family Medical Leave Act as defined in the Company policy.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.01 A grievance is defined as meaning any dispute that may arise between an employee and the Company, or between the Union and the Company respecting the interpretation, application, or alleged violation of any of the terms of this Agreement. 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:

Step 1: The employee and the steward 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.

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 ten (10) calendar days following the discussion at Step 1. The employee and steward or Local Union Representative, shall meet with the Plant Manager within ten (10) calendar days after the written grievance has been provided to the Plant Manager who will provide a written answer to the written grievance within ten (10) calendar days.

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 ten (10) calendar days after the Step 2 answer that the Union wishes to proceed to Step 3. Within forty-five (45) calendar days after said notification, a meeting between the Union's District 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.

- 5.02 In the event the grievance has not been resolved after completion of all Steps of the grievance procedure, the Union may within forty-five (45) 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 ten (10) calendar days, the Federal Mediation and Conciliation Service or American Arbitration Association (AAA) 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 forty-five (45) 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 person remaining on said list, after each party has exercised its strikes, shall become the Arbitrator. Each party is permitted to discard one entire panel and restart the selection process before striking any names off the panel received. The parties should flip a coin as to who strikes first from the panel.

- 5.03 If no written request for arbitration is made within the forty-five (45) calendar day period provided herein, the grievance shall be barred from arbitration and from further consideration. This and any of the foregoing time limits may be extended by written (email confirmation) mutual agreement between the parties.
- 5.04 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.
- 5.05 The Arbitrator shall not have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The decision of the Arbitrator shall be in writing and such decision shall be final and binding upon the parties.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

- 6.01 It is hereby agreed that the Union will not call its people out on strike during the term of this Agreement unless Management refuses to comply with the decision as set forth in Article 5 of this Agreement. Management agrees that it will not lock out members of this Union during the life of this Agreement unless the Union fails to comply with the decision of the grievance procedure as set forth in Article 5 of this Agreement. Should picketing be occasioned by persons or organizations other than the Union, party to this Agreement, employee-members of the Union shall not refuse to cross such picket line unless said picketing has officially and specifically been endorsed and approved by Local 2732 and the WSRJB.
- 6.02 There shall be no unauthorized strikes or work stoppages called by either the Shop Steward or any other employee-member of the Union during scheduled working hours. Any employee-member of the Union who calls such strikes and participates shall be discharged immediately. The Company may exercise his

right of refusal to re-hire any employee who engages in the so-called "wildcat strike".

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.01 The Union recognizes that the Company shall retain all of its rights of management which include but are not limited to, the management, direction, supervision of the plant and business, including policies, operations, work force, hours of work scheduling, and operation schedules; the hiring, transfer and promotion from out of the bargaining unit; the discipline of employees for just cause, the assignment, modification, or change of work duties as required for efficient operations, including the right to lay off because of lack of work; to determine to what extent any process, service or activities of a business nature shall be added, modified or facilities, or to change existing service methods and facilities; and the establishment of reasonable rules for safe and efficient operations.
- 7.02 The Company agrees that the above rights shall not be used to deprive employees of their rights under this Agreement, and any such claims shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8 - VACATIONS

- 8.01 **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.
- 8.02 **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 (1) year or more but less than five (5) years prior to their anniversary date	2 weeks
Five years (5) or more but less than fifteen (15) years prior to their anniversary date	3 weeks
Fifteen (15) or more years as of the anniversary date	4 weeks

- 8.03 VACATION SCHEDULING – Commencing October 15th 2016 and each October 15th thereafter, 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. The Union will be forwarded a copy of the vacation schedule no later than January 15th of each year.
- 8.04 PRORATING OF VACATION BENEFITS - Employees who are entitled to vacation benefits in accordance with Section 8.1 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.
- 8.05 VACATION PAY - Vacation pay will be at the employee's regular rate of pay for forty (40) hours per week.
- 8.06 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.
- 8.07 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 ninety (90) days of absence. Time off in excess of ninety (90) days shall not be counted as time worked for prorating purposes.
- 8.08 VACATION MUST BE TAKEN – Effective January 1, 2019 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 9 – HOURS OF WORK

- 9.01 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. Variable workweeks will be offered in seniority order.

- 9.02 All hours worked over forty (40) hours in a week, and all work performed on the sixth (6th) consecutive day, if the employee has worked all scheduled hours during the proceeding five (5) days, shall be paid at the rate of time and one-half (1 ½). All hours worked on a seventh consecutive (7) day, or a Holidays shall be paid at double time (2x) the employees hourly rate. All employees reporting for work shall be guaranteed not less than four (4) hours work on the day reporting.
- 9.03 Fixed and floating holidays shall be treated as time worked for the calculation of weekly overtime. Overtime is paid over 32 hours in the week which the holidays falls. Sick time shall not be considered as time worked under any circumstances.
- 9.04 Employees will have a full thirty (30) minute lunch period and two (10) ten minute breaks, one in the morning and one in the afternoon. No employee shall work more than three (3) hours without a rest period.
- 9.05 The Company will provide the employees with a air conditioned lunch room where the employees should have one lunch period and relax comfortably.
- 9.06 In cases of breakdown, employees affected shall be required to stand by or be sent home for the day. An employee required to stand by shall be paid their hourly rate or the appropriate overtime rate of pay for the duration of such period.
- 9.07 For pay purposes, the work week shall be considered beginning on Saturday at 12:01 AM to Friday at 11:59 PM.
- 9.08 When overtime is necessary, the Company will honor seniority within the department among employees qualified to perform the work.

Work Departments:

- 1. Wash
- 2. Soil
- 3. Distribution
- 4. Bulk Fold
- 5. Stock Room

However, in the event the overtime is expected to be in excess of one (1) hour, the overtime shall be assigned to employees that have: 1) have the highest plant seniority, 2) pre-qualified in the position requiring overtime and 3) signed a list to work the overtime, wherein said employee(s) cannot defer from working the overtime. Employees shall be notified as soon as practical of overtime or a change in regular work schedule.

ARTICLE 10 - HOLIDAYS

10.01 A holiday week shall be a seven (7) day calendar week in which any of the following ten (10) holidays are celebrated:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	4 Floating Holidays
Labor Day	

When a holiday falls on a Saturday, the holiday will be recognized on Friday and when a holiday falls on Sunday, the holiday will be recognized on Monday.

10.02 Each employee shall receive, in addition to his regular earnings, a sum equal to eight (8) hours pay at his regular rate in those weeks in which one of the foregoing holidays occurs or is celebrated.

10.03 Work may be performed on one of the foregoing holidays or on Sunday only in cases of emergency and with the mutual agreement of the parties. The Company shall give the employee at least twenty-four (24) hours' notice if holiday work is to be performed. If an employee works on a holiday, he shall be compensated at the rate of double time for actual time worked in addition to the set holiday provided in 10.2 above.

10.04 Each employee who has completed ninety (90) calendar days of employment shall qualify for holiday benefits under this Article; provided, that an employee must work his regularly scheduled workday before and after the holiday to qualify for those benefits. Floating Holidays shall be awarded on the following basis if the 91st. day of employment occurs during:

- (a) January – March the employee will receive 4 floating holidays to use between attaining their 91st. day of employment through December 31.
- (b) April – June the employee will receive 3 floating holidays to use between attaining their 91st. day of employment through December 31.
- (c) July – September the employee will receive 2 floating holidays to use between attaining their 91st. day of employment through December 31.
- (d) October – November the employee will receive 1 floating holiday to use between attaining their 91st. day of employment through December 31.

- (e) December – no floating holiday will be available to the employee until January 1 at which time he/she will receive 4 floating holidays to utilize during the calendar year.

10.05 Each employee who has been in the employ of the Company for at least one (1) year is entitled to four (4) personal holidays during each anniversary year of employment and shall be compensated therefore in accordance with 10.2 above.

10.06 Employees shall request floating holiday 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 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) on their anniversary date, provided they advise the Company the week prior.

ARTICLE 11 - WAGES

11.01 The wage schedule attached hereto as Exhibit A, shall constitute the minimum wages payable during the life of this Agreement. The Company and the Union can agree to pay higher wages than set forth in this Agreement.

11.02 No employee shall suffer a decrease in wages or working conditions by reason of the adoption of this Agreement.

11.03 When an employee is temporarily assigned to a job for the convenience of the Company, he shall receive the rate of pay of his regular job or that of the new assignment, whichever is greater, for the hours performed on such new assignment, if the assignment is at least four (4) hours in any day.

11.04 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

11.04.1 The Company will comply with City, County, State and Federal laws concerning Wages, Benefits and Working Conditions, that are non-waivable as identified in the respective law(s). However, this section in-and-of-itself, shall be considered a full and complete waiver to the fullest extent permissible, wherein any such waivers are recognized within such law(s).

ARTICLE 12 – MEDICAL, LIFE, DENTAL, PRESCRIPTION & VISION PLANS

- 12.01 The Employer shall contribute to the Laundry and Dry Cleaning Workers Local 52 Health and Trust (“Welfare Trust Fund”) as follows:
- 12.02 Effective August 1, 2021, the Employer shall contribute to the Welfare Trust Fund the sum of 611.52 per month per eligible employee.
- 12.03 Effective August 1, 2022, the Employer shall contribute to the Welfare Trust Fund the sum of 611.52 per month per eligible employee.

ARTICLE 13 – MAINTENANCE OF BENEFITS

13.01 The cost of the Health and Welfare identified in Article 12 shall be shared as follows:

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 (30) days of service.

Employee Only Coverage Maximum Monthly Total Contribution:

Through 08/01/2021 \$611.52

Effective: 08/01/2022 \$611.52

- Note: any increase in the total premium cost in excess of ten percent (10%) in any year will be absorbed by the employees

13.01A Employee cost share shall be 25% of the total contribution for Employee Only coverage. Company cost share shall be 75% of the total contribution for Employee Only coverage.

13.01B 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

13.02 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 as identified in 12.1 above. 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.

13.03 **Cadillac Tax:** The parties agree that the Company shall not be obligated, in 2018 or beyond, to pay any excise tax under Internal Revenue Code Section 4080I associated with the terms of the coverage provided to collective bargaining unit employees under this agreement. Should any such excise tax be imposed, the parties will meet prior to said tax is scheduled to be imposed to review options that would not invoke such excise tax penalty, in the absence of the parties being unable to reach an agreement to such an option, Company may in its sole discretion, take any steps necessary to avoid the tax, penalty, surcharge or other costs under the Patient Protection and Affordable Care Act or other applicable law; including, but not limited to:

13.04.1 Deducting the amount of such excise tax from employees' monthly income; or

13.04.2 Offering employees subject to the agreement the opportunity to enroll in a Company benefits plan that will not incur any taxes or penalties pursuant to Internal Revenue Code Section 4080I and immediately cease any and all Company contributions to the plan identified in this CBA

<p style="text-align: center;">ARTICLE 14 – GENERAL PROVISIONS APPLICABLE TO TRUST FUNDS AND DELINQUENCY PROCEDURES</p>
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14.01 The Company bound by this Agreement hereby agrees to abide and be bound by all the terms and provisions of the Welfare Trust Fund Indenture and the Pension Trust Fund Indenture as executed and as it has been and may from time to time be amended.

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

1) 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;

2) Any Employee covered by this Agreement who was eligible for benefits from the Welfare Trust Fund or an eligible participant of the Pension Trust Fund within six (6) months prior to his date of hire; payments 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.

- 14.03 Trust Fund contributions (together with report forms supplied by the Trust Funds for such purposes) shall be submitted by the Company to the Trust Funds' offices at 920 South Alvarado Street, Los Angeles, California 90006, or to such other place designated by the Trustees of the Trust Funds.
- 14.04 Contributions shall be made by the tenth (10th) day of the month for which payment 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 contribution at the highest rate permitted by law, or liquidated damages of twenty percent (20%) of the amount of the contribution. This amount shall become due and payable to the Trust Funds by the delinquent Company upon the day immediately following the date on which the contribution or contributions became 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.
- 14.05 In any suit brought by the Trustees of the Trust Funds 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; cost of suit; and such other legal or equitable relief as the court deems appropriate.
- 14.06 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.
- 14.07 In the event of failure by the Company to make contributions by the time they are due, the Trustees 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 15 – GENERAL PROVISIONS

- 15.01 When the Company requires employees to wear uniforms, the Company shall furnish and launder or dry clean such uniforms as necessary to maintain a professional and positive image of the Company. The Company shall supply five (5) uniforms for each employee.

15.02 The Company shall allow employees to wear reasonable affirmation of union support for the WSRJB Workers United Union, including small pins, stickers, etc.

ARTICLE 16 - BEREAVEMENT

16.01 In the event of the death of an employee's mother, father, sister, brother, spouse, child or grandchild, step parent, foster parent, mother-in-law, father-in-law, stepchild, foster child, grandparent, and legal guardian, sister or brother, employees will be paid for regular work days missed from work to attend the funeral for a period of up to three (3) working days one (1) working day in case of employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, aunt or uncle between the day of death and the day of the funeral. Proof of death and relationship may be required. An employee shall be granted a leave of absence without pay of up to three (3) additional days if such time is necessary to attend the funeral of family members listed in this paragraph. Such leaves shall be granted in writing in advance of the employee taking such leave.

ARTICLE 17 – JURY DUTY

17.01 An employee called for jury duty at a time that will require absence on scheduled workdays will be eligible for jury duty pay. To receive jury duty pay, the employee will present documentation of service. The employee will then receive the difference between pay received from the court and the employee's hourly wage for the term of service, up to five (5) days per calendar year.

ARTICLE 18 – DISCIPLINE, RESPECT AND DIGNITY

18.01 The Company and the Union agree that each employee and representative of the Company shall be treated with respect and dignity. Verbal abuse, threats, or harassment by managers or supervisors to employees and employee to managers or supervisors will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases where the union steward is present or a person is needed for translation.

18.02 An employee shall be entitled to progressive discipline before suspension or termination. Should an employee be disciplined, suspended or terminated, a copy thereof shall be forwarded to the Union and the Shop Steward within FIVE (5) WORKING DAYS, unless such suspension or termination is for, reporting to work under the influence of alcohol, stealing, fighting on the job, leaving the job without proper notification to the Company, defacing any property on the Company's premises; profanity toward supervisors or other employees, using, selling, transporting or possessing alcohol, drugs or controlled substances;

refusal to submit to a drug or alcohol screening upon reasonable suspicion of usage; insubordination, sexual harassment or any illegal activity on the job. Any progressive discipline that does not result in reoccurrence for one year shall be not be considered for the purposes of progressive discipline.

- 18.03 The Company shall offer union representation to any employee who is being disciplined or when the Company is conducting an investigation that could result in discipline. If an employee refuses union representation the Company will notify the Union and the Steward in writing with a copy of the discipline notice, if the Union believes the discipline was unjust they may appeal the matter to Article 5, "Grievances and Arbitration".
- 18.04 Employees becoming severed from employment, for any reason whatsoever, shall receive all unpaid wages, benefits and personal belongings. Employees shall return to the Company any uniforms or other property of the Company at termination.

ARTICLE 19 – HEALTH AND SAFETY

- 19.01 General – The Company shall make reasonable provisions to assure the safety and health of its employees during their hours or 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.
- 19.02 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/tag-out, and blood-borne pathogens. Employees shall be provided with applicable safety and health information. Appropriate respiratory equipment will be made available.
- 19.03 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.
- 19.04 Protective 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 workloads and increased rest breaks, and will consider any recommendations provided by the Safety and Health Committee.
- 19.05 Ergonomics Program – The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.

19.06 Sanitation – Restrooms shall include appropriate lighting, mirrors, and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employee.

19.07 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 pursuant to the Company’s procedure at no cost to the Employee.

19.08 Safety Committee – The Company and the Union shall cooperate in implementing the “Team Safety Program”. The Union will participate in selecting team members.

19.09 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 20 – ETHNIC AND CULTURAL DIVERSITY

20.01 The parties recognize that many recent immigrant workers are employed by the Company, and are a vital element to the success of the facility. While English is the language of the workplace, the Company recognizes the right of the employees to use the language of their choice amongst themselves.

- 20.02 The Company is committed to improve the ability to communicate with employees who do not communicate in English. To that end the Company agrees 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.
- 20.03 The Company agrees to cooperate with the Union in the development and administration of an English speaking program. The program will incorporate material that will help employees to meet citizenship test requirements as well as material to help with work-related terms and conditions. It will be conducted on Company's premises, providing there is adequate participation.
- 20.04 Where there is a communication difficulty with a particular employee, on request, the Company will provide a translator to facilitate communications. The Company is under no obligation to hire the services of a commercial foreign language translator.

ARTICLE 21 – PROTECTION OF IMMIGRANT WORKERS

- 21.01 Discharge or Suspension of Employees based on information regarding their immigration and or citizenship status.
- 21.02 In the event that an employee has a problem with his or her right to work in the United States after completing his or her introductory or probationary period, the Company shall notify the Union and the employee in writing prior to taking any action. Upon the Union's request received by the Company within a week of the employee's notice to the Union, the Company agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.
- 21.03 Upon her/his reinstatement, any such employee shall be granted the seniority held by the employee on the date of his/her suspension and or discharge.
- 21.04 In the event that the Company is served with a validly executed Search or Arrest warrant, the Company shall take the following action:
1. To the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.
- 21.05 In addition to leaves or other excused absences otherwise permitted under the terms of this Agreement, the Company shall grant employees with leaves or other excused absences for the following purpose:
1. To attend any appointments scheduled by the INS, U.S. Department of State, or any other government entity with respect to immigration or citizenship status of the employee or members of his or her immediate family.

- 21.06 The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.
- 21.07 The Company shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes names, addresses, and social security numbers.
- 21.08 If an employee requests that the Company change her/his records regarding her/his 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.
- 21.09 Should an INS agent demand entry into the Company's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Company shall, as soon as possible, notify the Union by telephone to the Union's office.

ARTICLE 22 – SICK TIME

- 22.01 On the 91st. day of employment an employee is eligible for sick time prorated to the end of the calendar year.
- 22.02 The maximum amount of paid sick time allowed is five (5) days per year. Employees are expected to contact their Plant manager thirty (30) minutes before their shift begins if they are going to be absent due to illness or injury. Sick time may be used only for actual illness or injury.
- 22.03 A manager may request a doctor's certification in order to verify the necessity to be absent due to illness or injury.
- 22.04 Employees will be compensated at their straight time hourly rate when using their sick time.

ARTICLE 23 - PENSION

- 23.01 Eligible employees may participate in the Aramark Uniform & Career Apparel Group Retirement Savings Plan as it exists now, or as Aramark may change it in the future. Employees will become eligible to participate in the plan according to the eligibility rules of the plan, until February 28, 2007.

23.02 Beginning March 1, 2007, the Employer agrees to contribute five (5) cents per hour to the National Retirement Fund (NRF) the terms and provisions of said National Retirement Fund (NRF) being specifically incorporated herein by reference. Additionally, the Employer 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:

<u>Effective Date</u>	<u>Rate</u>
6/1/2021	\$0.09 per hour
6/1/2022	\$0.09 per hour
6/1/2023	\$0.10 per hour
6/1/2024	\$0.10 per hour

ARTICLE 24 - NON DISCRIMINATION

24.01 It is the continuing policy of the Company and the Union to support the principles of Equal Opportunity and comply with applicable governmental laws, rules and regulations regarding discrimination against an employee because of race, sex, religion, color, national origin, age, disability, veteran status, sexual orientation, marital status, and union membership or participation in protected union activities.

ARTICLE 25 - SUCCESSORS

25.01 In the event the Company's business is sold, transferred or merged, such business shall continue to be subject to the terms and conditions of this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, assignee, etc., of the business.

ARTICLE 26 - SAVINGS

26.01 Should any Article or provision of this Agreement be illegal or unconstitutional, the remainder of the Agreement shall remain in full force and effect. Such illegal or unconstitutional clause shall be re-negotiated by the parties.

ARTICLE 27 – TERM OF AGREEMENT

27.01 Term: This Agreement and all of its provisions shall take effect on the 26th day of March 2022, unless otherwise specifically provided, and shall remain in effect through the 28th day of March, 2025

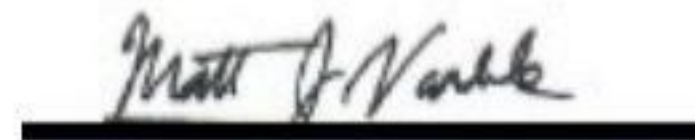
27.02 It shall continue in effect from year to year thereafter unless notice is given in the manner provided below.

27.03 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.

27.04 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 forty-five (45) 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



Matthew Varble
Director, Employee and Labor Relations

Date: March 18, 2022

Local 2732, Western States
Regional Joint Board



Juan Flores
Director Laundry Division, Workers
United

Date: 3/23/2022

Aramark Uniform & Career Apparel, LLC

Local 2732, Western States
Regional Joint Board



Maria Rivera
Regional Manager

Date: 4/12/22

Appendix A Wage rates

Hourly Wage Rates	Current Rate	Effective	Effective	Effective	Effective
Heavy Duty Production	\$ 14.00	3/26/2022	10/22/2022 2	3/25/2023	3/30/2024 4
TOP RATE INCREASE		\$ 1.00	\$ 1.00	\$ 0.50	\$ 0.50
First 30 Days		\$ 13.00	\$ 14.00	\$ 14.50	\$ 15.00
After 30 Days > 60 Days		\$ 14.00	\$ 15.00	\$ 15.50	\$ 16.00
After 60 Days		\$ 15.00	\$ 16.00	\$ 16.50	\$ 17.00

Hourly Wage Rates	Current Rate	Effective	Effective	Effective	Effective
Light Duty Production	\$ 13.45	3/26/2022	10/22/2022 2	3/25/2023	3/30/2024 4
TOP RATE INCREASE		\$ 1.00	\$ 1.00	\$ 0.50	\$ 0.50
First 30 Days		\$ 12.25	\$ 13.25	\$ 13.75	\$ 14.25
After 30 Days > 60 Days		\$ 13.25	\$ 14.25	\$ 14.75	\$ 15.25
After 60 Days		\$ 14.45	\$ 15.45	\$ 15.95	\$ 16.45

- Note: The increases above are only to the Top Rate

Employee(s) earning more than the rates noted above prior to the ratification will be "Grandfathered" and will receive the following increases on the dates noted.

Effective	Effective	Effective	Effective
3/26/2022	10/22/2022	3/25/2023	3/30/2024
\$1.00	\$1.00	\$0.50	\$0.50