

# **AGREEMENT**

**Between**

**Aramark Uniform & Career Apparel, LLC**

**Market Center 517  
5000 Forni Drive  
Concord, CA 94520**

**And**

**LOCAL 75  
WESTERN STATE REGIONAL JOINT BOARD**

**May 8, 2021 through May 10, 2024**

**TABLE OF CONTENTS**

|   |    |
|---|----|
| AGREEMENT.....  | 1  |
| ARTICLE 1 - PURPOSE.....                              | 1  |
| ARTICLE 2 - RECOGNITION AND JURISDICTION.....         | 1  |
| ARTICLE 3 - UNION MEMBERSHIP.....                     | 2  |
| ARTICLE 4 - HOURS OF WORK AND OVERTIME.....           | 3  |
| ARTICLE 5 - HOLIDAYS.....                             | 4  |
| ARTICLE 6 - VACATIONS.....                            | 5  |
| ARTICLE 7 - REST PERIODS.....                         | 7  |
| ARTICLE 8 - HEALTH & WELFARE.....                     | 7  |
| ARTICLE 9 - MAINTENANCE OF BENEFITS.....              | 9  |
| ARTICLE 10 - PENSION.....                             | 9  |
| ARTICLE 11 - MISCELLANEOUS.....                       | 11 |
| ARTICLE 12 - WAGES.....                               | 15 |
| ARTICLE 13 - DISCRIMINATION.....                      | 15 |
| ARTICLE 17 - ARBITRATION.....                         | 17 |
| ARTICLE 18 - NO STRIKE/NO LOCKOUT.....                | 18 |
| ARTICLE 19 - OTHER AGREEMENTS.....                    | 18 |
| ARTICLE 20 - WAGE SCALE FOR TRAINEES (BEGINNERS)..... | 18 |
| ARTICLE 21 - SHOP STEWARDS.....                       | 19 |
| ARTICLE 22 - LENGTH OF SERVICE.....                   | 19 |
| ARTICLE 23 - LEAVES OF ABSENCE.....                   | 19 |
| ARTICLE 24 - SALE OR TRANSFER OF BUSINESS.....        | 20 |
| ARTICLE 25 - PAID SICK LEAVE.....                     | 21 |
| ARTICLE 26 - RECORD KEEPING.....                      | 22 |
| ARTICLE 27 - HEAD OF DEPARTMENT.....                  | 22 |
| ARTICLE 28 - SENIORITY.....                           | 22 |
| ARTICLE 29 - HEALTH AND SAFETY.....                   | 23 |
| ARTICLE 30 - FUNERAL LEAVE.....                       | 25 |
| ARTICLE 31 - ETHNIC DIVERSITY & CULTURAL ISSUES.....  | 25 |
| ARTICLE 32 - PROTECTION OF IMMIGRANT WORKERS.....     | 26 |
| ARTICLE 33 - RESPECT AND DIGNITY.....                 | 27 |
| ARTICLE 34 - EMPLOYEE DONATIONS.....                  | 27 |
| ARTICLE 35 - TERM OF AGREEMENT.....                   | 28 |
| APPENDIX A.....                                       | 29 |

**AGREEMENT**

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of May 2021, by and between Aramark Uniform & Career Apparel, LLC, Inc. a Delaware corporation, Plant 517 Concord CA, party of the First Part, hereinafter referred to as the "Company" and the Western States Regional Joint Board, Local 75, party of the Second Part, hereinafter referred to as the "Union."

WITNESSETH:

**ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to promote the mutual interests of the Company, the employees, and the Union, and to provide for the operation of the Company's facilities under methods which will further, to the fullest extent possible, the safety and welfare of the employees, economy and efficiency of operations, elimination of waste, realization of optimum quality and quantity of service, and cleanliness of facilities.
- 1.02 It is the intent and purpose of the parties hereto that this Agreement shall promote and maintain a sound working relationship between the Company and the Union as set forth herein and to establish uniform rates of pay, hours of work and other conditions of employment to be observed between the parties hereto.

**ARTICLE 2 - RECOGNITION AND JURISDICTION**

- 2.01 The Company recognizes the Union as the exclusive collective bargaining representative 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.
- 2.02 The purpose of this Agreement is to fix wages, hours and working conditions for those employees covered by its terms.
- 2.03 Supervisors shall not perform work covered by this Agreement except in cases of emergency or for the purpose of instruction and/or training.

|                                     |
|-------------------------------------|
| <b>ARTICLE 3 - UNION MEMBERSHIP</b> |
|-------------------------------------|

- 3.01 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.
- 3.02 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 be affected by non-membership or membership in the Union, by-laws, regulations, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements.
- 3.03 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. When hiring, preference shall be given to applicants previously employed in this industry in Contra Costa County, if qualified. Upon written request from the Union, the Company will advise the Union of reasons for rejecting any applicant referred by the Union.
- 3.04 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.
- 3.05 Tender of the Union's periodic dues, assessments, initiation and special fees uniformly required as a condition of acquiring or retaining Union membership shall, for all purposes of this section, be considered membership in the Union.
- 3.06 The Company further agrees that upon notice in writing by the Union that any employee not in good standing with the Union as defined in Paragraph 3.05, in accordance with this section shall be removed from the Company's payroll following a thirty (30) day suspension in which the employee shall be given an opportunity to return to good standing. The Union agrees to indemnify and hold the Company harmless for any damages or liability arising from the enforcement or application of any of the provisions of this section.

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.

- 3.07 The Company agrees that he shall, when hiring employees other than those referred to him by the Union, notify the Union in writing within forty (40) work hours following the 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.

- 3.08 During the life of this Agreement, the Company agrees to deduct Union membership dues, fees and assessments from the pay of each employee who executes or has executed the deduction authorization.

Deductions will be checked off each month out of the pay that is earned in the first full week of the month.

The Company will remit to the Union all deductions on or before the fifteenth (15th) day of each month.

#### **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

- 4.01 The normal straight-time work week shall consist of forty (40) hours, Monday through Friday.

- 4.02 WORKDAY: The workday will be eight (8) consecutive hours, excluding the lunch period. Employees commencing work between 6:00 AM and 10:00 AM inclusive, will be paid at the regular rate of pay for the employee's classification. Shift premiums shall be as follows:

- Starting between 10:00 AM and 1:59 PM - five cents (\$0.05) per hour.
- Starting between 2:00 PM and 5:59 PM – ten cents (\$0.10) per hour.
- Starting between 6:00 PM and 10:59 PM – fifteen cents (\$0.15) per hour.
- Starting between 11:00 PM and 5:59 AM – twenty cents (\$0.20) per hour.
  - The aforementioned premiums will be in addition to the regular rate of pay for the employee(s)' classification.

Employees scheduled to load and unload shuttle trucks, who commence work between 5:00 AM and 10:00 AM inclusive, will be paid at the regular rate of pay for the employee's classification.

- 4.03 MINIMUM WORKDAY: No employee, whether temporary or regular, shall be employed for less than four (4) hours in any one (1) day. In cases of a plant breakdown, Section 6 of this Agreement shall govern.
- 4.04 Any work performed in excess of eight (8) hours in any one day or forty (40) hours in any one (1) week shall be paid for at the rate of time and one-half. The Company shall provide employees notice before lunchtime in the event overtime is needed during the regular work week. 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. All work performed on Saturday shall be paid for at the rate of time

and one-half except in an emergency arising by reasons of "Acts of God" or an unforeseen major incident beyond the control of the Company affecting the plant or Union thereof, except as qualified by the forty-hour week. Such emergency Saturday work within the forty-hour week shall be paid for at straight time. There shall be no reduction in an employee's hours for the purpose of evading the payment of overtime.

- 4.05 Sunday work shall be paid for at the rate of time and one-half. All work performed on the seventh (7th) consecutive work day shall be paid for at the rate of double the straight time rate.
- 4.06 Employees shall be paid regularly on Thursday of each week, unless unusual circumstances arise beyond the Company's control. In that event, the employees will receive their pay as soon as practical.
- 4.07 Employees shall be paid in increments of one-tenth (1/10) of one (1) hour (six (6) minute increments).
- 4.08 Overtime at one and one-half (1½) the employee's regular rate of pay shall be paid for work performed in excess of thirty-two (32) hours worked in any week in which a paid holiday occurs.
- 4.09 The Company may establish a regularly scheduled work week which includes four (4) working days of not more than ten (10) hours each within five (5) consecutive days, Monday through Friday. Before the establishment of the four ten-hour days, the Company and the Union will confer and reach an agreement on the application of overtime and holiday pay as it relates to the change to four ten-hour days.

## ARTICLE 5 - HOLIDAYS

- 5.01 The following shall constitute paid holidays regardless of the day of the week on which they fall and shall be paid for at eight (8) hours of pay at the employee's regular hourly rate:

|                                   |                  |
|-----------------------------------|------------------|
| New Year's Day                    | Thanksgiving Day |
| Three (3) Floating Holidays       | Christmas Day    |
| Memorial Day (last Monday in May) | Fourth of July   |
| Labor Day                         |                  |

No work shall be performed on any of the above-designated holidays.

Employees must provide Management with five (5) working days' notice to the Company of the date on which he/she wishes to take the Floating Holiday. This



holiday must be taken on a day fixed by mutual agreement with the employee and the Company.

- 5.02 In order to be eligible for holiday pay, including the Floating Holiday, any new employee must have been on the payroll of the Company a minimum of thirty (30) days immediately prior thereto and have worked the full number of hours and days worked by the plant during the holiday week (Monday through Friday) unless expressly excused from work by the Company.
- 5.03 In work weeks wherein a holiday occurs, thirty-two (32) hours shall constitute a week's work. Any time worked in excess of eight (8) hours in any one day or thirty-two (32) hours in a holiday week shall be paid for at the rate of time and one-half.
- 5.04 Provided further that all eligible employees must work the full scheduled work week in which the paid holidays occur, exclusive of the holiday itself, except, however, that if a regular employee is off from work because of bona fide sickness during the holiday week (for which the Company may require an employee to provide a doctor's statement), or other reasons approved by the Company, then said employee shall be paid for said holiday at straight time pay as provided for above.
- 5.05 When a holiday falls on Saturday, the Company may observe it on the preceding Friday. In such case, the employees will work four (4) days and receive holiday pay for that Friday. When the holiday falls on Sunday, it shall be observed on the following Monday.
- 5.06 Employees may be granted up to three (3) hours off on Good Friday to attend the services of their choice, if they so desire.

## ARTICLE 6 - VACATIONS

- 6.01 All employees who have worked for the Company for fifteen hundred (1500) hours within a period of fifty-two (52) weeks shall receive one (1) week vacation with full pay. All employees who have worked at least three (3) years for the Company shall receive two (2) full weeks of vacation with pay. Employees who have worked for the Company for a period of eight (8) years shall receive three (3) full weeks' vacation with pay. Employees who have worked for the Company for a period of fifteen (15) years shall receive four (4) full weeks of vacation with pay.
- 6.02 Any employee on the payroll of the Company, who, through no fault of his/her own, fails to complete fifteen hundred (1500) hours within the fifty-two (52) week period during the first employment year because of the Company's scheduling of limited work weeks during this period, shall nevertheless receive a pro rata share of his/her earned vacation pay.

In cases of illness or leave of absence where the employee likewise fails to work the full period necessary to qualify for a vacation, the vacation pay shall be prorated. Seniority for the following year's vacation will not be affected.

- 6.03 Vacations shall be scheduled by mutual agreement between the Company and the employee on the basis of seniority wherever reasonably possible.
- 6.04 If any eligible employee is discharged or voluntarily terminates his/her employment prior to taking a vacation, the final paycheck shall include vacation pay determined by prorating the time worked by said employee prior to discharge or termination in the current year to the total vacation allowance to which said employee would have been entitled had he/she completed said current year.
- 6.05 If the Company shall instruct, or agree with the employee that his/her paid vacation should occur at such a time that one of the paid holidays set forth in Article 5 occurs during said vacation period, then the employee shall be paid for said holiday as provided for in Article 5 in addition to his/her regular vacation pay allowance. Should the employee request, demand or take his/her paid vacation at such a time that one of the paid holiday listed in Paragraph (a) above occurs during said vacation period, the Company shall not be required to pay said employee for said paid holiday.
- 6.06 All vacation monies due an employee qualified and eligible for vacation pay shall be paid on said employee's anniversary date of employment. Employees who request payment eight days in advance of payday shall receive pay the week prior to scheduled vacation.
- 6.07 In the event there is a change in ownership, the new owner shall credit all prior seniority with the former owner toward vacation benefits for those employees who continue in the new owner's employ.
- 6.08 No Payment in lieu of vacation shall be granted. The Company shall post a vacation schedule on or before November 1<sup>st</sup> of the preceding year for all employees, granting employees with the most seniority preference for vacation by December 1<sup>st</sup> or they shall lose their seniority preference for such vacation periods. Any change in the vacation schedule as posted must be made with the Company's consent. The Union will be provided the final vacation schedule no later than December 31<sup>st</sup>.
- 6.09 In the event any employee is terminated for any reason and is thereafter re-hired by the Company within a period of sixty (60) days, such discharge or layoff shall not be construed as a break in employment insofar as vacation rights provided for by sub-section "A" hereof are concerned and such employee will be paid prorated vacation benefits.



## **ARTICLE 7 - REST PERIODS**

- 7.01 Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of employment. The rest period insofar as practicable shall be in the middle of each work period. Should an employee complete his/her day's work between the fourth and sixth hour, he/she shall not be entitled to the second paid rest period on that day. Once an employee has completed work in excess of six (6) hours, he/she shall have earned and be given the second ten (10) minute paid rest period for that day. Employees shall not be required to work in excess of three (3) continuous hours without a ten (10) minute break period.

## **ARTICLE 8 - HEALTH & WELFARE**

- 8.01 The Company shall contribute to the Local 52 Health Fund except as specified within the Agreement, for the purpose of providing hospitalization, medical, prescription drug, vision, and dental coverage for eligible employees. Increases in Company contributions to maintain benefits shall be limited in accordance with Article 9, "Maintenance of Benefits."
- 8.02 An eligible employee is one who is on the payroll of the Company on the first day of each calendar month provided, however, that where new employees are hired who are not members of the bargaining unit, the first payment due shall be on the first day of the first calendar month following the employee's first thirty (30) calendar days of employment.
- 8.03 All premiums due shall be payable not later than the tenth (10<sup>th</sup>) day of each calendar month.
- 8.04 The Company shall be subject to the provisions of the presently existing Insurance Trust and the action of the Trustees in reviewing and/or amending the provisions of such Trust on all matters with the exception of contribution rates which are covered above.
- 8.05 The Company agrees that if it becomes necessary in the discretion of the Trustees to take any legal steps to collect the above referred-to subscription during the term of this Agreement for any reason whatsoever, the Trustees may collect from the Company in any such legal proceedings, besides all amounts due hereunder, all costs involved in any such acts and a reasonable amount for attorney's fees to be fixed by the appropriate court.
- 8.06 The Company shall provide monthly access to the Company's facility for the Union to enroll employees. The Union may offer enrollment in an alternative health care

plan of the same or greater benefits to the bargaining unit, should a majority choose to select it. If a new plan is selected and the premium cost of all benefits exceeds the maximum, the individual employees will be responsible to pay the difference between the plans through payroll deductions.

- 8.07 The Company hereby agrees to abide and be bound by all the terms and provisions of the Welfare Trust Fund Indenture as executed and as it has been and may be from time to time amended.
- 8.08 An eligible Employee with respect to whom monthly contributions are required to be made shall mean:
- 8.09 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;
- 8.10 Any Employee covered by this Agreement who was eligible for benefits from the Welfare Trust Fund or an eligible participant within six (6) months prior to his date of hire; payment on behalf of such Employee shall be due on the first (1st) working day of the month following or coincident with his date of hire.
- 8.11 Trust Fund contributions (together with report forms supplied by the Trust Fund for such purposes) shall be submitted by the Company to the Trust Fund offices at 920 South Alvarado Street, Los Angeles, CA 90006-3098, or to such other place designated by the Trustees of the Trust Fund.
- 8.12 Contributions shall be made by the tenth (10th) day of the month for which payments is due. Payments not received in full by the twentieth (20th) day of the month shall be considered delinquent and subject to an amount equal to the greater of interest on the unpaid contributions at the highest rate permitted by law, or liquidated damages of twenty percent (20%) of the amount of the contribution. The amount shall become due and payable to the Trust Fund by the delinquent Company upon the day immediately following the date on which the contribution or contributions become delinquent and shall be in addition to said contribution or contributions; provided, however, the Trustees may waive payment of the liquidated damages, or any portion thereof, in a particular case upon good cause satisfactory to the Trustees.
- 8.13 In any suit brought by the Trustees of the Trust Fund to collect contributions, the Trustees or the Trust Funds shall be entitled to the unpaid contributions, interest on the unpaid contributions or liquidated damages, whichever is greater; reasonable attorneys' fees; costs of suit; and such other legal or equitable relief as the court deems appropriate.

- 8.14 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.
- 8.15 In the event of failure by the Company to make contributions by the time they are due, the Trustee shall take whatever action they deem appropriate. If any 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 9 - MAINTENANCE OF BENEFITS**

9.01 Effective May 8, 2021, eligible employees working under the terms and conditions of this Collective Bargaining Agreement will be offered Healthcare coverage known as the Local 52 H&W Plan.

9.02 The Company agrees to contribute monthly for each eligible employee, up to the maximum total contribution amounts detailed below, to the Fund to provide for Employee Only coverage.

Employee Only Coverage Maximum Monthly Total Contribution shall continue to be \$570.00, unless otherwise altered by the Fund.

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

| <b>Maintenance of Benefits<br/>Cost Share</b> | <b>CURRENT</b> | <b>Effective<br/>1/1/2023</b> | <b>Effective<br/>1/1/2024</b> |
|---|----------------|-------------------------------|-------------------------------|
| Employee Portion as a<br>Percent              | 19%            | 22%                           | 25%                           |
| Company Portion as a<br>Percent               | 81%            | 78%                           | 75%                           |

9.04 Note: Employees may purchase dependent coverage for a child or children. Employees exercising this option shall be responsible for their Employee Only cost share plus 100% of the additional premium for dependent coverage.

9.05 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 40801 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, the 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:

Deducting the amount of such excise tax from employees' monthly income or 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 40801 and immediately cease any and all Company contributions to the plan identified in this CBA.

**ARTICLE 10 - PENSION**

10.01 Effective June 1<sup>st</sup>, 2021, the Employer hereby agrees to contribute to the NATIONAL RETIREMENT FUND (NRF) \$145.05 per month per eligible employee. The rules governing the eligibility will be in accordance with the NATIONAL RETIREMENT FUND rules. The Company agrees that this Collective Bargaining Agreement is covered under the National Recovery Agreement and will continue to increase its contributions in accordance with said Agreement.

| EFFECTIVE DATE | RATE FOR EACH ELIGIBLE EMPLOYEE |
|----------------|---------------------------------|
| June 1, 2022   | \$151.67                        |
| June 1, 2023   | \$158.58                        |
| June 1, 2024   | \$165.81                        |

10.02 The Company shall be subject to the provisions of the presently existing NATIONAL RETIREMENT FUND and the action of the Trustees in reviewing

and/or amending the provisions of such Trust on all matters with the exception of contributions which are covered above.

- 10.03 The Company agrees that if it becomes necessary in the discretion of the Trustees to take any legal steps to collect the above referred-to contribution during the term of this Agreement for any reason whatsoever, the Trustees may collect from the Company in any such legal proceedings, besides all amounts due hereunder, all costs involved in any such acts and a reasonable amount for attorney's fees to be fixed by the appropriate court.

## ARTICLE 11 - MISCELLANEOUS

- 11.01 Employees shall be guaranteed at least four (4) hours' work and/or pay per scheduled work day unless employee voluntarily absents himself or herself from the job.
- 11.02 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 prior to introducing any such plan.
- 11.03 **JOB ASSIGNMENTS:** All employees in any department listed in this Agreement will be expected to perform all job tasks assigned to such department. Any employee temporarily changed from a higher to a lower paid classification shall be paid at the rate of the higher classification and any employee temporarily changed from a lower to a higher classification shall be paid at the rate of the higher classification during the time worked in such higher classification. Utility personnel, regularly assigned to work in all departments, shall receive the wage rate established for the highest classification of work the employee performs.
- 11.04 Authorized Union representatives shall be allowed to visit the plant during working hours for the purpose of conferring with employees. The Union representative shall first notify the office of his/her intent to enter the plant prior to visiting with any employee. Such visits shall be conducted to cause the least disruption to other employees and plant operations.

Such representative shall have access, upon request, to timecards, paychecks and individual records pertaining to work performed by any member of the Union who has a complaint.

- 11.05 **INDUSTRIAL INJURIES:** Each employee must promptly notify his or 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, none-the-less, be paid for the balance of his or her straight-time shift that day.

- 11.06 All employees injured on the job will be reinstated to their respective classifications upon clearance by the industrial doctor upon his certification that they are physically able to resume their work.

Employees who are off work due to an industrial injury will be required to perform light duty assignments that are consistent with medical restrictions. Employees working in a light duty capacity shall be compensated at the rate of the job assigned. This provision in no way affects any other rights to other compensation payable under applicable worker's compensation statutes. When returned after their regular assignments from light duty, the employee's former rates of pay will be restored.

- 11.07 CLASSIFICATION COMMITTEE: A Classification Committee shall be established. The duty of the Classification Committee shall be to investigate and classify the occupations and wage ratings that 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.

Whenever a new classification and wage rate therefore is requested by the Union in writing, the Committee shall meet within then (10) days. The findings of said Classification Committee must be completed within thirty (30) days of said request or said request shall be treated as a grievance in accordance with the provisions of Article 16 hereof.

- 11.08 The Company agrees to furnish employees with their sick leave balance on their weekly payroll check.

- 11.09 Management agrees to maintain an industrial safety program.

- 11.10 CLOSEDOWNS: In the event of an involuntary closedown of a plant or a department, if the Company instructs the employees to stand by on the premises, said employees will be paid the regular rate of wages during said standby time. On the day of said involuntary closedown, employees may be worked after normal quitting time, if necessary, to finish the day's work if in accordance with applicable state laws. Contrariwise, if the employees are released from the premises and told to return the same day and fail to return, they may be subject to discharge.

During the week of such a closedown, if employees are released and if, on the Saturday following the involuntary close-down the plant or department subject to said involuntary closedown is operated, employee working therein will be paid time

and one-half (1½) their regular rate of pay, with the exception of those who did not return to work on the shutdown day, who shall receive straight-time pay only.

- 11.11 **WARNING NOTICE:** The warning notice shall be issued in writing with a copy to the Union. A copy of all such warning notices shall be forwarded to the Union, via email, certified mail or overnight confirmed delivery, within fourteen (14) calendar days of said issuance. Once twelve (12) months has elapsed from the date of issuance of a notice, with no further violation, said notice will be considered null and void. Unless said warning notice is issued as a result of the attendance policy.
- 11.12 **STANDARDS:** The Union recognizes that continuing large scale employment at a fair wage can continue only as long as a high level of productivity is maintained within the Company's operation. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Union shall undertake to encourage its members in the attainment of this objective. Increased productivity can be achieved by reducing damage, good care of tools and equipment, a minimum amount of wasted time, careful and economical use of supplies, and in general a positive attitude by each employee. Efficiency of production requires cooperative effort towards finding easier, better and faster ways of performing operations and the ready acceptance of higher productivity bases due to improvement in operations or methods.

The parties recognize and accept the current established standards for employee covered by this bargaining unit. In the event that the Company determines that it is necessary to establish a standard that doesn't presently exist, or to adjust or modify any established standard, the Company will provide the Union thirty (30) calendar days' notice prior to holding employees accountable to either a newly established standard or that of an existing standard that has been adjusted or modified. Unless otherwise agreed to in writing, the Company has the right to implement any new, adjusted or modified standard at the completion of the aforementioned notification period. The parties acknowledge that the Company has the sole and exclusive right to establish, modify or change performance standards for any position or work performed by this bargaining unit in accordance with the terms of this Agreement.

The Union may, at its expense, request its certified industrial engineer to review said newly established standard, or an existing standard that has had an adjustment or modification made to it. Such review may include an inspection or review of each affected job and review of all available documents pertaining to the existing, new, modified or adjusted standard. Upon the completion of the Union's industrial engineer's review, said engineer shall share his/her findings with the Company's industrial engineer. In the event that said findings differ from that of the Company's industrial engineer, in the presence of the respective Union and Company representatives, the two engineers may meet and discuss the two

findings in an effort to mitigate any differences. However, the absence thereof shall not, in-and-of-itself, be considered a violation of this Agreement.

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

- 11.13 The Company and 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.
- 11.14 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 provided for within the law(s).

**ARTICLE 12 - WAGES**

- 12.01 All employees covered by this Agreement shall be paid not less than the scale of wages shown in Appendix "A" attached hereto and made a part hereof.
- 12.02 No employee shall receive a reduction in his or her present rate of pay or working conditions, which he or she has enjoyed under the previous Agreement, by reason of the execution of this Agreement.

**ARTICLE 13 - DISCRIMINATION**

- 13.01 The parties to this Agreement agree there shall be no discrimination against any employee or any applicant for employment because of race, color, religion, sex, age, or national origin, Vietnam Era Veteran status, disability, or any other class protected by state or federal law or regulations. This obligation not to discriminate includes, but is not limited to, hiring, placement, upgrading, transfer or demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, and layoff or termination.
- 13.02 The Company and the Union acknowledge their obligation to bargain over accommodations in the wages, hours and working conditions proposed to maintain non-discrimination in employment, but which are consistent with the terms and conditions set forth in this Collective Bargaining Agreement.

**ARTICLE 14 - WORK WEEK GUARANTEE**

- 14.01 When the work week, as scheduled by the Company, is only thirty-two (32) hours, the Company shall schedule six (6) or seven (7) hour days to meet the thirty-two (32) hour guarantee. The Company may schedule four (4) consecutive eight (8) hour days to meet this guarantee.

**ARTICLE 15 - MANAGEMENT RESPONSIBILITY**

- 15.01 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 this business and to direct the work force and to conduct his operations in a safe and effective manner.



|   |
|---|
| <b>ARTICLE 16 - GRIEVANCE PROCEDURE</b> |
|---|

16.01 It is agreed by the parties that all grievances and disputes arising under the terms of this Agreement shall be settled in accordance with the procedures outlined as followed in this Article. Any grievance or dispute between the Company and the Union or an employee or employees, arising under, out of, or in connection with or relating to the application or interpretation of a specific Article or paragraph(s) of this Agreement shall be taken up in accordance with the following steps:

Step 1 The aggrieved employee (and, at the request of the employee, their union steward) shall discuss the matter orally with the employee's immediate supervisor within fourteen (14) business days from the time in which the action being grieved occurred or within fourteen (14) business days from the date the grievance should reasonably have been known to the aggrieved employee, and if the grievance is not satisfactorily disposed of, then;

Step 2 Within fourteen (14) business days of the Step 1 meeting, the grievance shall be reduced to writing and thereafter taken up between the duly authorized representative designated by the Union and Market Center General Manager who shall answer the grievance in writing. If the grievance is not satisfactorily disposed of, or if the Company fails to give a written answer to the grievance within fourteen (14) business days of the Step 2 meeting regarding the issue, then, the union may appeal the grievance to Step 3 within fourteen (14) business days of the Step 2 meeting.

16.02 Grievances appealed to Step 3 and reduced to writing shall include all of the following information:

- A) A statement of the grievance and the facts upon which it is based.
- B) The remedy or correction requested
- C) The Article(s) and paragraph(s) of the Agreement claimed to have been violated.
- D) The signature(s) of the aggrieved employee(s) and the signature of the Union designee presenting the grievance.
- E) The Union Director and Company Director of Labor Relations shall review the grievance and attempt to resolve the grievance within fourteen (14) business days.

16.03 Mediation Option: If a grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding FMCS Mediation. Mediation hearings shall be conducted within 30 business days of the mutual agreement to utilize the mediation option. The mediation hearing shall be attended by at least one (1) Company representative and at least one (1) Union representative plus the



FMCS Commissioner who shall act as Chairperson and mediate the dispute in an attempt to have the parties reach a settlement.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between the parties may serve as an arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation hearing may be used against them at arbitration.

- 16.04 Arbitration: In the event of the failure of the parties to agree as to how the grievance or dispute should be adjusted, and arbitration has been requested, the parties shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which the parties shall select the arbitrator by alternately striking a name. The first to strike shall be determined by a flip of a coin. The arbitrator left after six (6) names have been struck will be designated as arbitrator.

In making the award, the arbitrator shall consider and decide only the particular issue(s) and shall have no authority to add to, subtract from, modify or in any way alter this Agreement or any amendment thereto. The award of the Arbitrator so made shall be final and binding on all parties concerned.

The expenses and the fees of the arbitrator and the agreed upon hearing location shall be shared equally by the parties. The expenses and fees of each party for its witnesses and presentation will be borne by each party, individually. If either party desires a court reporter, it shall bear the full cost unless the opposing party agrees to participate in using the court reporter's services.

- 16.05 All time limits provided for herein may be extended by mutual agreement in writing.

## ARTICLE 17 - ARBITRATION

- 17.01 The arbitrator shall be empowered, except as his powers are limited below or by the submission agreement, to make a decision in cases of alleged violation of rights expressly accorded by this Agreement or written supplementary agreements hereto, if any.
- 17.02 The limitations on the powers of the arbitrator are as follows:
- A. He shall have no power to add to or subtract from or modify any of the provisions of this or supplemental agreements, if any.
  - B. He shall have no power to establish existing wage scales or change any wage except as provided under Article 11 G.

- C. He shall have no power to substitute his discretion for that of the Company where the Company is given discretion by this Agreement or by any supplementary agreements, except that where he finds a disciplinary layoff or discharge results from a manifestly arbitrary exercise of the Company's judgment in fixing the extent of the penalty, he may make appropriate modifications of the penalty.

- 17.03 The parties agree that the arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged practice or oral understanding which is not incorporated in writing.
- 17.04 Where either party seeks arbitration and the other claims the matter is not subject to the arbitration provisions of this Agreement, the matter of arbitrability shall first be decided by a court of proper jurisdiction.

#### **ARTICLE 18 - NO STRIKE/NO LOCKOUT**

- 18.01 There shall be no strikes, lockouts, work stoppages, or slowdowns. The Union agrees to support the Company fully in maintaining operations in every way. Should picketing be occasioned by persons or organizations other than the Union, employees may not refuse to cross such picket lines unless the picketing has been officially and specifically endorsed and sanctioned by the Executive Board of Local 75 and the Executive Board of the WSRJB.

#### **ARTICLE 19 - OTHER AGREEMENTS**

- 19.01 The parties hereto acknowledge that during 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 the understandings and agreements arrived at by the parties, after the exercise of said rights are set forth in this Agreement.

#### **ARTICLE 20 - WAGE SCALE FOR TRAINEES (BEGINNERS)**

- 20.01 TRAINEES: Trainees are persons with no previous laundry experience.

## **ARTICLE 21 - SHOP STEWARDS**

- 21.01 No shop steward shall be discriminated against because of his or her Union activity. Any dispute arising therefrom shall be decided in accordance with the grievance and arbitration procedures herein.
- 21.02 The Company will provide for all newly hired bargaining unit members to attend a Union orientation and benefits review on Company time and premises for no more than twenty (20) minutes, within two (2) weeks of the employee(s) date of hire.
- 21.03 Such orientations will be scheduled in consultation with the Union Representative and Shop Steward.

## **ARTICLE 22 - LENGTH OF SERVICE**

- 22.01 In layoffs and callbacks the length of service of any employee with at least one year's service will be taken into consideration whenever possible. It is understood that the retained employee shall have the ability and qualifications to do the work. The same will hold true for promotional opportunities.
- 22.02 During the first ninety (90) calendar days of employment, a newly hired employee (30 calendar days for current active members of Local 75) 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 procedures contained in Articles 16 and 17 of this Agreement.

## **ARTICLE 23 - LEAVES OF ABSENCE**

- 23.01 MILITARY LEAVE OF ABSENCE: The Company will comply with the terms of the Universal Military Training and Service Act with reference to all provisions providing for the re-employment of persons entering the military service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.
- 23.02 UNION BUSINESS: An employee shall be allowed time off without pay for the purpose of attending collective bargaining agreement negotiations, arbitrations, NLRB hearings, Company and Union meetings, Union conventions and Union organizing other than Aramark locations. Any employee desiring such leave shall provide advance notice to the Company of not less than three (3) working days. The Company shall have the right to place a reasonable limitation on the number

of employees absent at any given time for Union business so that such absences do not unreasonably interfere with the Company's operations.

- 23.03 NON-INDUSTRIAL ILLNESS OR DISABILITY: An employee shall be entitled to a leave of absence without pay for up to six (6) months in the case of non-industrial illness. The employee's record of continuous service with the Company shall not be broken by reason of said leave of absence.
- 23.04 INDUSTRIAL-RELATED DISABILITY: The Company will handle all leaves of absence due to Industrial Related Disabilities in accordance with all relevant California laws.
- 23.05 PROOF OF PHYSICAL DISABILITY: The Company shall require any employee to submit proof of physical disability in order to obtain a leave of absence pursuant to paragraphs C. and D. herein. The Company may also require a doctor's certification that an employee is capable of fully performing his or her job duties upon a return to work after any leave of absence granted in accordance with paragraphs C. and D. herein.
- 23.06 California Family-School Act. The Company will allow parent, grandparents and guardians to take off from work to participate in their children's school or child care activities. The employee may take forty (40) hours per year using up to eight (8) hours in any calendar month.
- 23.07 OTHER LEAVES: Any leaves of absence other than those specified in this section, will be afforded only with the Company's advance permission and at the Company's discretion.
- 23.08 EMPLOYEE NOTIFICATION OF TAKING LEAVE: It shall be the employee's obligation to promptly notify the Company of the need to take leave under any of the above sections and to inform the Company of the probable length of the leave.
- 23.09 EMPLOYEE NOTIFICATION UPON RETURN TO WORK: Any employee returning from an approved leave of absence shall provide the Company with at least one (1) week's advance notice of the date of his or her return to work. The employee shall have a right to return to work at the start of the Monday shift following notification.

## **ARTICLE 24 - SALE OR TRANSFER OF BUSINESS**

- 24.01 In the event the Company sells or transfers volume to another plant and certain employees of the first Company are requested by either Company to transfer with the volume, such employee shall retain accumulated vacation seniority rights.

This provision applies only to sales or transfers where both Companies are within the jurisdiction of Local 75 and further provide that the transfer of said employees is made within a thirty (30) day period immediately following the sale or transfer.

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

## ARTICLE 25 - PAID SICK LEAVE

25.01 All regular employees of the Company will earn six (6) days' paid sick leave per year. Sick leave will be earned at the rate of one-half (½) day per month. No employee, however, will be entitled to draw sick leave pay until he or she has been in the employ of the Company for a period of at least one (1) year.

25.02 Paid sick leave may be accumulative to a maximum of twenty (20) days.

25.03 Sick leave shall be paid as follows:

- A. If an eligible employee is ill for a period of two (2) days 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 third 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.
- B. 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.
- C. If the employee is hospitalized, the sick leave benefits will be paid starting on the first day of such hospitalization, waiving the usual two (2) day requirement set forth above.
- D. Leaves of absence subject to the Family and Medical Leave Act of 1993 shall be administered in accordance with guidelines established by the Company in accordance with the act.
- E. Employees who have a full bank of twenty (20) days of sick leave shall be eligible for sick day coverage on the first day of sickness up to two (2) days per any calendar year.



**ARTICLE 26 - RECORD KEEPING**

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

**ARTICLE 27 - HEAD OF DEPARTMENT**

27.01 No employee shall be considered the head of any department unless designated by the Company.

**ARTICLE 28 - SENIORITY**

28.01 Seniority is the length of service of an employee since the most recent date of hire with the Company. Employees shall not attain seniority until the completion of one hundred twenty (120) days of employment. Upon completion of one hundred twenty (120) days of employment, the employee's seniority date will be the initial date of hire. The Company and the Union recognize the seniority shall apply as indicated in Section B. an employee shall not have access to the grievance procedure as set forth in this agreement until seniority is attained.

28.02 In the event of layoffs because of lack of work in rehiring of employees laid off, promotions, and filling permanent vacancies the following factors shall be considered:

- A. Ability to perform work;
- B. Physical fitness;
- C. Length of service.

If as between two (2) employees, factors 1 and 2. Above are relatively equal, then factor number 3 shall govern.

28.03 All permanent vacancies will be posted in a location accessible to all employees. Postings will remain up for at least two (2) days and the Company will draw from the posting for sixty (60) days.

28.04 Seniority shall be terminated by any of the following:

- A. Resignation;
- B. Discharge for just cause;
- C. Unemployment by reason of non-industrial illness for over six (6) months;

- D. An employee who is absent due to an industrial accident or illness shall maintain his/her prior seniority and be eligible for rehire in accordance with State and Federal laws;
- E. Failure to report on recall from layoff within two (2) days of notice sent by return-receipt certified mail to the employee's last address;
- F. Layoff in excess of six (6) months for employees with five (5) years or less seniority within the bargaining unit. Or Layoff in excess of twelve (12) months for employees with more than five (5) years seniority within the bargaining unit.
- G. Is absent from work three (3) consecutive working days without notification to the Company, unless the employee cannot notify the Company because he/she is incapacitated by a medical emergency.

28.05 Seniority will be the deciding factor if more than one employee requests an available vacation week.

## ARTICLE 29 - HEALTH AND SAFETY

29.01 General – The Company shall make reasonable provisions to assure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Company to ensure that all supervisors and associates comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

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.

29.02 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.

29.03 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 workloads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

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

29.05 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 employees.

29.06 Protection from Bloodborne Pathogen:

A. Protective Equipment -

For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide, appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's clothes, skin, eyes, or mouth, under normal conditions of use. 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.

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.

B. Vaccinations

The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure.

- 29.07 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.
- 29.08 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 30 - FUNERAL LEAVE**

- 30.01 Each employee shall be entitled to up to three (3) days of absence for the purpose of attending the funeral of an immediate family member. Immediate family member shall be defined to include mother, father, spouse, domestic partner, children, adopted children, sister, brother, grandparents, mother-in-law, father-in-law and grandchild(ren). Employee(s) may use up to three (3) days of earned vacation or floating holidays to attend the funeral of their step-mother or step-father.
- 30.02 After one year of employment, employees who provide notification to the Company at least one day prior to taking Funeral Leave time-off, and who also provide proof of attendance at the funeral, shall receive eight (8) hours' pay at their regular straight-time rate of pay for up to three (3) days of Funeral Leave. The Company may grant up to two (2) additional days of unpaid leave at the employee's request.

### **ARTICLE 31 - ETHNIC DIVERSITY & CULTURAL ISSUES**

- 31.01 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.
- 31.02 The Company is committed to improve its ability to communicate with employees who do not communicate in English. To that end the Company agrees: 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.
- 31.03 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.

- 31.04 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 32 - PROTECTION OF IMMIGRANT WORKERS**

- 32.01 Discharge or Suspension of Employees based on information regarding their immigration and or citizenship status.

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

- 32.02 In the event that the Company is served with a validly executed Search or Arrest warrant, the Company shall take the following action:

To the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

- 32.03 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:

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 member of his or her immediate family.



- 32.04
- A. The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law;
  - B. 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;
  - C. If an employee requests that the Company change her records regarding her name or social security number, and the Company can lawfully do so, it will do so and such change will not prejudice the employee's seniority or other rights under this agreement;
  - D. 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 33 - RESPECT AND DIGNITY**

- 33.01 The Company and the Union agree that each employee and representative of the Company should be treated with respect and dignity. Verbal abuse, threats, or harassment by managers or supervisors to employees and employee to managers or supervisors will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or Union representative or (ii) where necessary to protect the immediate personal safety or property of employees or the Company or (iii) where another employee is present for translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner. All acts of disrespect shall be subject to the grievance and arbitration procedure.

### **ARTICLE 34 – EMPLOYEE DONATIONS**

- 34.01 The Company will deduct and transmit to the treasurer of Workers United Property Services Civic Engagement Fund (PSCEF) the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions. These transmittals shall occur no later than the twentieth (20<sup>th</sup>) day of the following month, and shall be accompanied by a list of names of those

employees for whom such deductions have been made and the amount deducted for each employee.

34.02 The Company agrees to provide voluntary payroll deductions and direct deposit service for union members to participate in a Union's sponsored credit unions that accept direct deposit.

34.03 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.

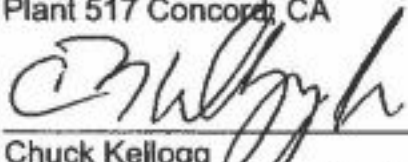
**ARTICLE 35 - TERM OF AGREEMENT**

35.01 This Agreement shall become effective on May 08, 2021, and shall continue in full force and effect in all its terms to and including May 10, 2024, and shall be considered as renewed thereafter from year to year unless either party hereto shall give written notice to the other of their desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to May 10, 2024. If such notice is not given, this Agreement too shall stand as renewed for the following year.

35.02 Should negotiations commence to amend or modify this Agreement, the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations, until such time as a new Agreement is signed. Either party may terminate the extension of this Agreement within forty-five (45) calendar days' notice, in writing to the other party.

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

Aramark Uniform Services  
Plant 517 Concord, CA

  
\_\_\_\_\_  
Chuck Kellogg  
Director, Employee and Labor Relations

WSRJB, Local 75

  
\_\_\_\_\_  
Maria Rivera  
Regional Manager

Date: 9/17/2021

Date: 9/21/21

**APPENDIX A**

WAGE RATES

| Classification                                      | Current Base | Effective 5/8/2021 | Effective 01/01/2022 | Effective 5/7/2022 | Effective 5/6/2023 |
|---|--------------|--------------------|----------------------|--------------------|--------------------|
| INCREASE TO TOP RATE ONLY FOR ALL EMPLOYEES >>>>>>> |              | <b>\$0.40</b>      | <b>\$0.44</b>        | <b>\$0.40</b>      | <b>\$0.30</b>      |
| Head Marker/Distributor                             | \$14.45      | \$14.85            | \$15.29              | \$15.69            | \$15.99            |
| Marker & Distributor                                | \$14.34      | \$14.74            | \$15.18              | \$15.58            | \$15.88            |
| Soil/Janitor  | \$14.21      | \$14.61            | \$15.05              | \$15.45            | \$15.75            |
| Loader & Unloader                                   | \$14.16      | \$14.56            | \$15.00              | \$15.40            | \$15.70            |

All wage increases shall be across-the-board.

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

- Over five (5) years continuous employment: \$0.15 per hour.
- Over ten (10) years continuous employment: \$0.20 per hour.
- Over fifteen (15) years continuous employment: \$0.25 per hour.
- Over twenty (20) years continuous employment: \$0.30 per hour.