

AGREEMENT

Between

**ARAMARK UNIFORM & CAREER APPAREL, LLC
CLEANROOM 513**

And

**LOCAL 52
WESTERN STATES REGIONAL JOINT BOARD**

Covering the Period From:

August 1st, 2020 to and including July 28, 2023

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AGREEMENT

This Agreement, made and entered into by and between **ARAMARK Uniform & Career Apparel, LLC**, a Delaware Corporation, a wholly owned subsidiary of ARAMARK Corporation, a Delaware Corporation, on behalf of its California facility located in Los Angeles – 1405 E. 58th Place, hereinafter referred to as the “Employer”, and **Local 52, Western States Regional Joint Board**, hereinafter referred to as the “Union”.

PREAMBLE

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 will not be tolerated. Discipline shall be administered in a professional manner.

ARTICLE 1 – UNION MEMBERSHIP

1.01 It shall be a condition of employment that all employees who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.

1.02 It shall also be a condition of employment that all employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

1.03 Whenever the Company requires additional employees for work, he shall first call the Union and give the Union twenty-four (24) hours in which to nominate an applicant for the position. The Company may then select between the nominee of the Union and applicants obtained from any other source upon their relative skill alone, and membership or non-membership in the Union shall not be considered in their hiring.

1.04 Whenever the Company hires an employee, he shall notify the Union immediately in writing, giving the name, address, social security number and starting date of each new employee or re-hire, and said employee shall make application for membership in the Union in accordance with this Section.

1.05 The Union shall provide and the Company shall forward Employment Acknowledgement forms for new and re-hired employees at the time of employment or re-hire.

1.06 The Company agrees that it shall not be a violation of this Agreement for any employee to conform to and support union principles, provided such principles do not conflict with the express terms of this Agreement.

ARTICLE 2 – TERMINATION

2.01 It is understood and agreed that the right to discharge or discipline for just cause shall rest in the discretion of the Company. Progressive discipline shall be maintained in two (2) separate and independent categories: 1. Attendance 2. All Others. Investigatory suspensions without pay shall not exceed fourteen (14) calendar days, unless otherwise mutually agreed to extend said fourteen (14) day period. Employees that are suspended pending investigation may utilize their available earned vacation during such time. No employee shall be discharged, except in the case of gross misconduct, without first receiving a written warning notice followed by a disciplinary layoff of up to three (3) days within a twelve (12) month period. Should no other offense occur in the twelve (12) months following the warning notice and/or disciplinary layoff, the notice shall be declared null and void. All current warning notices shall be removed from the file after twelve (12) months. Notwithstanding the above, no prior warning notices or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but is not limited to: theft, embezzlement, deliberate violation of posted Company rules, bringing or using illegal drugs or alcohol in the plant or on Company property, starting a fight, dishonesty, intoxication, use of illegal or non-prescribed dangerous drugs, possession without authorization of intoxicants or dangerous drugs, falsification of report or records, neglect of duties, insubordination, violent conduct, failure to report to work as instructed by the Company, conduct which jeopardizes service to customers, discourteous treatment of supervisors and co-workers, and sexual harassment. Violation of the above basic rules shall constitute just cause for discharge without redress. No Grievance Board or Arbitrator shall have the right or power to change or contest the appropriateness of the penalty meted out by the Company as a result of violation of these rules.

2.02 A new employee may be discharged or disciplined without cause or notice during the first ninety (90) calendar days of this employment. When a warning notice is given, and there is a Shop Steward in the plant, the Steward should be present when the notice is given to the employee. A copy of the warning notice and discipline notice shall be sent to the Union within five (5) days.

ARTICLE 3 – JURISDICTION

3.01 The Company recognizes the Union as the sole collective bargaining agent for all Production Employees at ARAMARK Uniform & Career Apparel, LLC plant numbers 501 – Los Angeles; 502 – Sylmar; 502b – Lompoc; 502c – Oxnard; 586 – Paramount; 589 – Santa Ana; and 650 - Riverside. The term “Production Employees” as used herein means all persons, irrespective of title, classification or other occupation, engaged in any work in the processing or handling of merchandise or articles of any kind including their custodial care for the account of the Company’s customers.

3.02 The word “Employee” in this Agreement includes both male and female, but excludes any individual employed as a supervisor or foreman or forelady.

3.03 A foreman or forelady is a person immediately in charge of and directing working forces. A foreman or forelady shall not displace a regular employee except in emergencies, and in no event for more than four (4) hours of work in any one (1) day.

3.04 No individual agreement with an employee shall supersede any of the provisions of this Agreement unless approved by the Union.

3.05 Terms of Agreement are not interchangeable and shall be administered as separate accords for each market center location

3.06 Team Leaders shall not perform supervisory duties. At the end of that year, the Team Leader position shall be posted for competitive bid in accordance with this Agreement if a majority of the employees on the Team Leaders team petition management to do so. Management will determine the number of Team Leaders necessary if any in the facility, and the Team Leader differential. The Team Leaders duties shall be as described in the attached job description.

3.07 Whenever the Company finds it necessary to outsource or subcontract work which is within the bargaining units’ jurisdiction, the Company shall discuss its intentions with the Union Manager and seek to reach an agreement prior to implementation.

3.07.1 These discussions shall cover the impact and implications of such actions and issues on; A) the cost effectiveness, customer service requirements, quality, capacity of the facilities(s) covered by this agreement, as well as, regulatory restrictions and B) the stability of the workforce in order to seek a reasonable balance between these two objectives.

Failure to reach an agreement the Union reserves the right to appeal the issue directly to arbitration.

3.08 The Company will not hire new full-time employees, while qualified full-time employees are on lay-off.

ARTICLE 4 – STANDARDS

4.01 Once Production Standards have been established, they may not be changed, unless there has been a change to the Method, Equipment or Safety Requirements or circumstances that support other reasons for change, such as but is not limited to, when employees continuously exceed the standards or elements have been added or decreased.

4.02 The Company will give the Union Manager thirty (30) days written notice specifying the reason for the change and with a new detailed elemental breakdown with normal times for each element for the proposed and current standard for the job, highlighting by means of a separate analysis or comparison chart exactly what methods, conditions or specification have changed and providing all support documentation for these changes.

4.03 The Union shall have the right to bring its Engineers with advance notice. The Union Engineers will have access to all OSHA recordable information and information related to any method changes, and including all written policies for OFF STANDARD TIME.

4.04 The Company and the Union agree it is in everyone's best interest to develop Production Standards which reference the best practice, OSHA Regulation and ergonomics designed principles. These principles shall be incorporated in new elemental breakdowns, Job write-ups and preferred methods.

4.05 Should the Company fail to follow these provisions, the Union may submit a grievance that will be expedited through the grievance process, directly to arbitration.

ARTICLE 5 – INCENTIVES - PIECE WORK

5.01 Should the Company institute an incentive program, the Company will contact the Union and meet and confer with the Union about the effects of their plan.

ARTICLE 6 – PRE-EXISTING WORKING CONDITIONS AND BENEFITS

6.01 No employee shall suffer, by reason of this Agreement, a reduction of wage rates, or the loss of any benefits or working conditions higher or more favorable than those contained herein, if such conditions existed prior to the initial execution of this Agreement by the Company or his representative.

6.02 This provision shall not be interpreted to rescind or modify "red circle" wage adjustment agreements between the Company and the Union.

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| ARTICLE 7 – HEALTH AND SAFETY |
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7.01 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.

7.02 Protective Equipment – The Company shall make available appropriate personal protective equipment at no cost to the employee.

7.03 Protection from Heat Stress – The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups, when necessary, to allow easy access to employees for frequent drinking. Electrolyte solution will be provided when the outside temperature is more than 100 degrees outside. In hot environments, the Company shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced work loads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

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

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

7.06 Protection from Bloodborne Pathogen:

1. Protective Equipment – The Company will provide personal protective equipment. For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious material, 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.

2. Vaccinations – The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

7.07 Safety Committee – The Company and the Union shall cooperate in implementing an active safety committee. The Union will identify union participants according to its own rules.

7.08 Any national level partnership on safety initiative(s) will control should there be any conflict among the controlling documents or related practices

7.09 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 8 - UNIFORMS

8.01 The Company shall furnish, launder and/or clean, without cost to the employee, any uniform or wearing apparel designated by him for employees to wear during their hours on duty. Where necessary, the Company will provide gloves, masks and other protective apparel to employees who handle soiled material from hospitals, sanitariums, nursing homes and similar institutions. The Company will provide boots, where necessary, for employees in the Washroom Department.

8.02 Employees who sever their employment shall turn in all such uniforms and/or other property of the Company that is in their custody or have the reasonable value of same deducted from their pay.

8.03 In work areas designated by the Company, employees provided work attire shall include steel-toe safety shoes of any style acceptable to the Company.

8.04 The condition of replacement uniforms will be equal to or better than the minimum condition that the Company may issue to customers, according to established guidelines. Wearing of shorts in the summer shall be at the discretion of the General Manager, subject to the Group Manager's approval. The Business Representative for the Union may discuss this matter further with the General Manager in order to resolve issues that arise.

ARTICLE 9 – WORKING RULES

9.01 Rules and regulations for the conduct of business, such as the Company shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all employees.

9.02 New rules and/or changes in existing rules shall not become effective until seven (7) days after they have been posted with a copy forwarded to the Union. Such rules and regulations shall be posted in a conspicuous place by the Company or they may be issued to employees in the form of a manual.

ARTICLE 10 – MANAGEMENT PREROGATIVES

10.01 The Company shall have the right to exercise the usual functions, duties and responsibilities of management, without interference or hindrance by the Union, except as are expressly limited by the terms of this Agreement. Without limiting the generality of the foregoing, the authority to create and abolish jobs, or assign work, to hire employees, to direct, adjust, increase and decrease working force, and to maintain discipline shall be vested in management.

10.02 The Company may implement a bi-weekly pay schedule upon ample notice to the Union and the employees.

ARTICLE 11 – EMPLOYEES' DONATIONS

11.01 Employees' donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual agreement between the Company and the Union.

11.02 The Company will deduct and transmit to the treasurer of Workers United WSRJB SEIU Property Services Civic Engagement Fund (PSCEF) the amount specified for each week worked from the wages of those employees who voluntarily authorize such conditions. 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.

11.03 The Company agrees to provide voluntary payroll deductions and direct deposit service for union members to participate in WSRJB sponsored credit unions that accept direct deposit.

11.04 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 12 – INSPECTION OF RECORDS

12.01 Should a controversy or complaint arise concerning wages, hours or other compensation of an employee, the Company shall submit the original and all other necessary records of the case in controversy, including a list of Employees, to an authorized representative of the Union for verification during working hours of the Company, on the Company's premises, within five (5) days after receipt of a request.

ARTICLE 13 - VISITATION

13.01 Authorized representatives of the Union shall have access to the premises of the Company to transact necessary Union business, provided access is in compliance with Company rules, and provided further that such rules do not interfere or hamper the Union representative in his transaction of Union business. It is agreed that representatives will conduct their business during normal working hours in such a manner so as not to conflict with the normal operation of the Company's business.

ARTICLE 14 – DUES DEDUCTIONS

14.01 The Company shall deduct from the pay of all employees covered by this Agreement all Union Dues, Initiation Fees and Re-Initiation Fees upon receiving written authority from each employee authorizing such deductions. Such deductions thus made shall be forwarded to Western States Regional Joint Board not later than the tenth (10th) of each month for which the deductions are made.

14.02 In any suit brought by the Union against the Company to collect Union Dues, Initiation Fees and Re-Initiation Fees that the Company withheld from the employee's earnings, the Union shall be entitled to recover the Fees and Dues, interest on the amounts recovered, reasonable attorneys' fees and cost of the suit.

14.03 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 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.

ARTICLE 15 – BULLETIN BOARD

15.01 The Company shall provide a separate bulletin board for the use of the Union for the posting of official notices. The bulletin board shall be at least two feet (2') by three feet (3') and shall be placed in a conspicuous location as close to the time clock as practical.

ARTICLE 16 – SUCCESSORS

16.01 In the event the ownership or management of the Company's plants, or his entire business, or Company or corporation stock is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the Agreement of the successor company, applicable to the particular plant thus sold, merged or transferred.

16.02 The Company shall require any such successor in interest to accept this Agreement and this particular provision, fully and without reservation, by signature hereto, or by signature on a separate document, a copy of which, signed by the Company and such successor, and shall be filed with the Union immediately after signature.

16.03 The Union likewise binds itself to hold this Agreement in force to its termination, and agrees that no part of this Agreement shall be assigned by it to any other labor organization, without the consent of the parties hereto.

ARTICLE 17 – WORKING HOURS AND OVERTIME

17.01 The regular straight-time work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday:

1. Five (5) consecutive eight (8) hour days, guaranteed thirty-eight (38) hours, referred to as "5/40".
2. Four (4) ten (10) hour days within five (5) consecutive days, guaranteed thirty-eight (38) hours, referred to as "4/40".

17.02 The Company, at his sole discretion, may establish any of the above work weeks by giving four (4) weeks' notice to the Union and the employees. Provided, in the case of a four day/ten (4X10) hour schedule, that prior to initiating the change the Company, discusses the change with the affected employees and determines their sentiment regarding such work schedules by means of a secret ballot pursuant to State law. The Company shall notify the Union of the results of the election.

17.03 For "4/40" work week, the fifth (5th) day is the employee's regular scheduled day off.

The sixth (6th) day is the first (1st) day following the employee's regular scheduled work week.

The seventh (7th) day is the second (2nd) day following the employee's regular scheduled work week.

17.04 Employees whose regular weekly work schedules do not provide forty (40) scheduled work hours per week will be offered the opportunity to work additional time performing available work which they are qualified to perform. Such opportunity will not be offered to employees whose work hours are reduced by temporary changes in production volume.

17.05 Time and one-half (1 ½) the classification rate shall be paid for time worked:

1. "5/40" in excess of eight (8) hours per day, forty (40) hours per week or thirty-two (32) hours in weeks wherein a holiday occurs.
2. "4/40" in excess of ten (10) hours per day or forty (40) hours per week or thirty (30) hours in weeks wherein a holiday occurs.
3. "4/40" the regular scheduled day off (referred to as the fifty [5th] day for non-holiday week).
4. For all work performed on the sixth (6th) consecutive day worked regardless of the days of the week that are worked.
5. All hours worked outside the employee(s) regular scheduled work hours. Unless, an employee requests to leave the facility and the request is granted, prior to the completion of their regular shift.
6. For all work performed on the seventh (7th) consecutive day, regardless of the days of the week that are worked, employee(s) will be paid two (2x) times their straight time hourly rate

17.06 Except in the case of emergency, employees will be given notice before lunchtime that they will be required to work overtime that day. The Company will attempt to limit the daily overtime two (2) hours.

17.07 All employees shall be required to take not less than one-half (1/2) hour, nor more than one (1) hour for lunch. No employee shall be required to work more than five (5) consecutive hours without a meal period.

17.08 Employees working on holidays shall receive time and one-half (1 ½) for all hours worked (guaranteed eight [8] or ten [10] hours) and eight (8) or ten (10) hours holiday pay at the employee's classification rate. In the event the Company needs

employees to work on a paid holiday, the employees shall be notified a minimum of three (3) days preceding the holiday.

17.09 Employees working all of the scheduled hours in a holiday week shall receive time and one-half (1 ½) for all hours worked over thirty-two (32) hours in a holiday week. Employees shall also receive time and one-half (1 ½) for all work on the fifth (5th) day of a holiday week if the holiday falls on their regularly scheduled work day. However, employees who fail to work either thirty-two (32) hours or four (4) days shall not receive time and one-half (1 ½) for all hours worked on the fifth (5th) day of a holiday week.

Employees scheduled to work a “4/40” work week who work all of the scheduled hours in a holiday week shall receive time and one-half (1 ½) for all hours worked over thirty (30) hours in the holiday week. Employees shall also receive time and one-half (1 ½) for all work performed on the employee’s day off of a holiday week if the holiday falls on his regularly scheduled workday. However, employees who fail to work either thirty (30) hours or three (3) days shall not receive time and one-half (1 ½) for all hours worked on the employees’ day off of a holiday week.

17.10 Upon mutual agreement in writing between the Company and the employee, an employee working on a holiday may reduce the guaranteed hours in the above paragraph, but not less than four (4) hours, and in such case be paid time and one-half (1 ½) for all hours worked and holiday pay at eight (8) or ten (10) hours at the employee’s classification rate.

17.11 Agreements for the payment of overtime rates herein contained are not to be construed to require a duplication of overtime wage payments involving the same hours of labor; so that overtime paid on a daily basis shall not be duplicated on a weekly basis. Neither shall the fixed overtime allowances for Saturday, Sunday or holiday work be duplicated on the basis of the daily, weekly or premium overtime hours.

17.12 In the event administering compensatory time off in lieu of overtime pay is authorized by Federal Wage and Hour law, the Company and the Union will meet to negotiate over substituting compensatory time for the overtime provisions of this Agreement.

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| ARTICLE 18 – TIME RECORDS |
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18.01 Time records, clocks or other recording devices will be maintained by the Company for all employees showing the actual time the employment begins and ends each day, the hours worked for the day, and the total hours for the pay period.

18.02 Where an incentive plan is in operation, the Company shall provide the employee with a record of his or her productivity for each day. Records provided to the employee may be by bulletin board or to the individual.

18.03 All records, including time records and production records used to determine the amount of pay, shall be kept on file in accordance with State and Federal law requirements.

18.04 All plants must keep full and accurate records of excuses for illness and other absences, and if the Company fails to do so, he may not rely upon absences for denial of vacation or other rights hereunder.

ARTICLE 19 - SHIFTS

19.01 Employees will receive premium pay in accordance with the table below:

| <u>Shift</u> | <u>Starting Time Range</u> | <u>Shift Premium</u> |
|--------------|----------------------------|----------------------|
| First | 4:00 a.m. to 1:59 p.m. | \$ 0.00 |
| Second | 2:00 p.m. to 9:59 p.m. | \$ 0.15 |
| Third | 10:00 p.m. to 3:59 a.m. | \$ 0.20 |

19.02 Employees who do not work their entire shift during the hours set above, will receive the premium for the shift wherein they spend a majority or one half of their regularly scheduled day.

ARTICLE 20 – CALL-IN TIME

20.01 All full-time and part-time employees ordered for work on any day, who report for work on that day, shall receive no less than four (4) hours’ pay at the classification rate for that day, except as hereinafter provided in case of breakdown, Article 30.

20.02 An employee who reports for work on a full-time work day and who was not officially informed by the Company not to report on that particular day, shall be considered as ordered to work.

ARTICLE 21 – GUARANTEED WORK WEEK

21.01 Full-time employees shall be guaranteed thirty-eight (38) hours at their classification rate per week, depending on the work week established by the Company in Article 16.01, except as hereinafter provided in case of breakdown, Article 30.

21.02 Any Company who requests a full-time employee to voluntarily take time off shall in such cases be required to pay for hours not worked to make the thirty-eight (38) hour guarantee.

21.03 In any condition beyond the Company's control, such as but not limited to an act of God, loss of business, a fuel or power shortage, earthquake, strikes or other similar causes the Company and the Union may mutually agree to a temporary reduction of the guaranteed work week.

ARTICLE 22 – FULL-TIME AND PART-TIME EMPLOYEES

22.01 Full-time employees are those employees who are scheduled to work forty (40) hours per week, but are guaranteed thirty-eight (38) hours per week depending on their scheduled work week. Part-time employees are those who work to support the full-time workforce and work ten (10) hours or less per week and are not in the bargaining unit and have no guarantee. However once a Part-time employee has worked five hundred (500) hours, he/she will become a Full-time bargaining unit employee.

22.02 The Company shall file via email with the Union Representative each month, with the names and jobs held by all part-time employees indicating their status as identified above. Part-time employees not so filed shall be considered as full-time employees for all purposes.

22.03 Part-time employees will not be employed during times when Full-time employees are on lay-off or scheduled to be laid off. However, should a location have a decrease of volume due to loss of business or improvement in efficiency there may be a need for the Company to use Part-time employees during layoff. The maximum amount of part-time employee(s) in any location covered by this Agreement shall not exceed twenty (20%) percent of the total number of employees at said location(s).

22.04 Part-time employees will only be assigned to jobs, in Soil, Mats, Bulk fold, Tunnel, Iron feeders and catchers.

22.05 Part-time employees will be paid fifty (\$.50) cents above the minimum wage.

ARTICLE 23 – PAY DATE

23.01 Wages shall be paid each week in currency or negotiable checks on a set day of the week and within one (1) week after the end of the pay period. On pay day, the Company shall distribute the checks before the employees punch out for the day. If employees have any trouble in cashing their checks because of "insufficient funds" or otherwise, the Company shall then and thereafter pay in cash only, upon written request of the Union.

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| ARTICLE 24 - HOLIDAYS |
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24.01 The Company agrees that the following shall be observed as paid holidays:

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| New Year's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Employee's Employment Anniversary |
| Labor Day | Employee's Birthday. |

24.02 An employee's birthday or anniversary may be taken on the day, or the employee may schedule any time between January and December of each calendar year. If the birthday falls on a weekend, the employee may schedule the birthday holiday any time between January and December of each calendar year. This holiday cannot be carried over from year to year. An employee must arrange these days off with the employee's supervisor, and such request will not be unreasonably denied.

24.03 In weeks wherein a holiday occurs, thirty-two (32) hours shall constitute a week's work for employees assigned to a "5/40" work week. Any time worked in excess of eight (8) hours in any one (1) day or thirty-two (32) hours in a holiday week shall be paid for at the rate of time and one-half (1 ½) the employee's classification rate.

24.04 The Company, by posting notice during the first two (2) weeks of January, may substitute Good Friday and/or the Day after Thanksgiving for the Employee's Birthday holiday and/or the Employee's Anniversary holiday for all employees.

24.05 An employee previously covered by this Agreement who enters or re-enters employment within a twelve (12) month period after termination of his employment with the Company covered by this Agreement becomes immediately eligible for holiday pay. Employees who have been on the payroll for thirty (30) working days or more are eligible for holiday pay.

24.06 Employees working on a weekly salary shall suffer no reduction in salary by reason of their not working on the above-name holidays.

24.07 Employees shall be paid for time not worked on any of the above-named holidays on the basis of eight (8) hours for a "5/40" work week or ten (10) hours for a "4/40" work week at the employee's classification rate. If no hours are worked, no holiday pay is required; however, if an employee is on vacation, he may receive an additional paid day's vacation or an additional day's pay, at the sole discretion of the Company.

24.08 In plants working a "4/40" work week, the regular scheduled day off fifth (5th) day may be worked at straight time and the employees shall receive holiday pay on the basis of ten (10) hours at the employee's classification rate.

24.09 When a holiday falls outside the employee's regular work week, said holiday shall be paid at eight (8) hours for a "5/40" or ten (10) hours for a "4/40" work week at the employee's classification rate. Employees on vacation shall be paid as set forth in Section 24.05 above.

24.10 If the Company declares the Friday before a Saturday holiday as a no-work day, he shall pay employees for that day based on Section 24.5 above.

24.11 During the week in which a holiday specified herein occurs, employees who are voluntarily absent more than three (3) hours within the week shall forfeit the rights and benefits for that particular holiday, except where work is performed on said holiday. Employees shall not lose holiday benefits for excused absences.

24.12 When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday.

24.13 Employees that place a request to utilize a birthday or anniversary holiday in writing and who do so within fourteen (14) calendar days prior to the requested day off, will have a response to their request, in writing, no more than seven (7) calendar days from the date said request was made.

ARTICLE 25 - VACATIONS

25.01 An employee shall accrue and become eligible for a vacation in accordance with the following schedule:

1. Upon completion of one (1) year of continuous service with the Company, an employee will become eligible for one (1) work-week's vacation with pay.
2. Upon completion of three (3) years of continuous service with the Company, an employee will become eligible for two (2) work-week's vacation with pay.
3. Upon completion of seven (7) years of continuous service with the Company, an employee will become eligible for three (3) work-week's vacation with pay.
4. Upon completion of fourteen (14) years of continuous service with the Company, an employee will become eligible for four (4) work-week's vacation with pay.

25.02 Employees will be paid for their earned vacation pay on the last regular pay day preceding the vacation period. The rate of pay shall be based on the four (4) pay periods immediately preceding the vacation for incentive employees; however, where a holiday falls within the four (4) pay periods, the week preceding such holiday

shall be used in computing vacation pay. Regular full-time employees shall receive vacation pay based on forty (40) hours times their classification rate.

25.03 The vacation period shall be between January 1st and December 31st of each year; however employees may take vacation only after it is accrued in the records of the Company.

25.04 The Company shall post a vacation list during the months of November and December and the employees shall select their vacation by seniority. If an employee fails to select as set forth above, he must give his Company at least fourteen (14) days' notice prior to the effectiveness date of his vacation; however, those employees who select in November and December shall have preference regardless of their seniority. Should an employee provide proper notice as identified above the Company will respond to said request within seven (7) calendar days of the date that said request was made.

25.05 In case of termination of employment, see "Schedule for Vacation Pay in Case of Termination," contained herein.

25.06 Pay in lieu of vacation shall not be granted without mutual agreement between the Company, the employee and the Union.

25.07 Upon sale or transfer of ownership of any plant, or upon dissolution of business, vacation pay for all months worked prior to the sale for which no vacation pay has been given shall be paid to all employees by the seller.

25.08 There shall be no rollover of vacation from year to year.

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| <p style="text-align: center;">ARTICLE 26 – ILLNESS, LEAVE OF ABSENCE AND MATERNITY LEAVE</p> |
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26.01 An employee shall not lose seniority if he is absent due to illness or accident for shorter periods than shown below:

- a. After three (3) months' continuous service, twenty (20) working days.
- b. After six (6) months' continuous service, ninety (90) working days.
- c. After five (5) years' continuous service, one hundred twenty (120) working days.
- d. After fifteen (15) years' continuous service, one hundred fifty (150) working days.

e. After twenty (20) years' continuous service, one hundred eighty (180) working days.

- In the cases above by mutual agreement between the Company and the Union, the one hundred eighty (180) working days may be extended.

26.02 No vacation benefits shall accrue to any employee after twenty (20) consecutive working days of absence.

26.03 Illness and/or leave of absence and/or maternity leave shall not be accumulated. Regardless of anniversary year, such absences shall not extend beyond period shown above.

26.04 An employee who is absent due to industrial accident and/or illness shall maintain his prior seniority for purposes of re-hire and future vacations, but he shall not accrue any vacation other than those provided in Section 26.1. An employee who is absent due to industrial accident and/or illness, who is absent more than one hundred twenty (120) working days and who is released to return to work shall be returned to the first available opening that he or she is qualified to perform.

26.05 One (1) leave of absence per anniversary year shall be granted, up to fifteen (15) working days without pay, to employees who have been in the employ of the Company for one (1) year or longer and who can prove legitimate and bona fide reasons such as, but not limited to, serious illness, death in the immediate family or jury duty. A leave of absence shall not be granted in conjunction with a vacation unless an employee notifies his Company as soon as possible, and can prove bona fide reasons that an emergency has in fact occurred which require his presence. Anyone who violates this Section may be discharged forthwith, suspended or otherwise disciplined.

26.06 Employees covered by this contract shall be eligible for an unpaid leave for Union business. Requests for such leave shall be given in writing to management 15 days before such leave is scheduled, unless the Company needs additional time. No such leave may exceed one hundred and eighty (180) days. During such leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

26.07 Illness, leaves of absence, maternity leaves, and Family Medical Leave of Absence shall be administered to comply with state and federal laws. No employee on disability will be forced to use any vacation time or personal holidays. However, for FMLA leaves that are not based on an employee's disability, the employee may be required to use all but one week of vacation.

26.08 The Company has and will continue to provide leave as provided by the California Family School Partnership Act.

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| ARTICLE 27 - SENIORITY |
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27.01 Seniority shall be based on length of continuous employment with the Company. Reduction of the working forces, recall from layoff, shift assignment, overtime and transfers (daily, permanent) shall be in accordance with seniority, the most senior employee that meets the standard qualifications.

27.02 Seniority of an employee shall be lost when an employee:

1. is discharged for cause;
2. resigns;
3. is not recalled within:
 - a. with less than three (3) years will have one hundred and twenty (120) days
 - b. with less than five (5) years will have one hundred and eighty (180) days
 - c. with more than five (5) years or more will have one (1) year ,three hundred sixty- five (365) days.
4. The Union will be notified of any lay-off in writing. The notification will include the names, seniority dates of the employees being laid off.
5. is absent more than twenty (20), ninety (90), one hundred twenty (120), one hundred fifty (150) or one hundred eighty (180) working days as spelled out in Section 26.1;
6. fails to report to work within three (3) days after being recalled from layoff; however, if an employee fails to report because of bona fide reasons such as serious illness or jury duty, he shall be kept on the seniority list and shall be the next employee recalled if he meets the requirements in "3" above; or
7. is absent from work three (3) consecutive working days without notification to the Company.

27.03 In all cases of layoff and recall of forces, the following factors shall be considered, and where facts "1" and "2" are equal, length of seniority shall govern:

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

ARTICLE 28 – TRANSFERS

28.01 Any employee transferred to a higher rated classification, who qualifies therefore, shall receive the rate of the higher classification.

28.02 Whenever an employee does work within the duties of more than one (1) classification for more than one (1) hour in any one (1) day, said employee will be paid in accordance with the appropriate rate. Should such employee work less than an hour, he shall be paid the higher rate for one (1) hour only.

28.03 Employees transferred to lower classification, from day to day, shall not suffer a reduction in their regular classification rate.

28.04 Employees transferred permanently to another classification shall be so notified in writing stating the reason for such transfer and paid according to that classification rate.

ARTICLE 29 – STEWARDS

29.01 There shall be one (1) steward for every 40 employees per each shift or portion thereof, and one (1) Chief Steward and one (1) alternate Steward per shift. Alternate Stewards may act only in the absence of the regular Steward. All Stewards must be certified by the Union in writing.

29.02 The Company shall give one (1) weeks' written notice to the Union, with a full statement of the cause or reason, in case of a Steward's termination. This notice shall not include any portion of a vacation period and shall be given in all cases other than gross misconduct.

29.03 Shop stewards will be permitted during one (1) working day per month, to extend their lunch period by fifteen (15) minutes which will be paid time, to address Union matters with employees that have been hired within the prior thirty (30) days. The Company will notify the Union Representative when conducting orientation for newly hired employees.

ARTICLE 30 – REST PERIODS

30.01 Every Company shall authorize and permit all employees to take rest periods, which insofar as practical shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, in "4/40" plants the second (2nd) rest period shall be for fifteen (15) minutes. A rest period need not be authorized for employees whose total daily work time is less than three and

one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

30.02 Employees in the soil sort department shall be allowed up to five (5) minutes of "lost time" per day for the purposes of cleanup of themselves and their protective gear.

ARTICLE 31 – BREAKDOWN-INTERMITTENT PERIODS OF IDLENESS

31.01 There shall be no intermittent periods of idleness during any one (1) day, except for breakdowns. In case of breakdown, employees shall be paid during the day the breakdown occurs, unless ordered to punch out, and if ordered to return to work at a stated time, and repairs are not completed, they shall be paid from the time they are ordered to work until actual work begins.

31.02 "Breakdown" shall be defined as the inability of an Company to operate his plant because of any condition beyond the Company's control, such as but not limited to, an act of God, a fuel or power shortage, lack of supplies, earthquake, equipment malfunction or other similar causes.

31.03 Employees required to remain on the premises of the Company or required to hold themselves in readiness to the extent that their time cannot be used as their own, shall be paid for such time at their classification rate.

31.04 Employees required to work beyond their regular quitting time as a result of a breakdown shall be paid one and one-half (1 ½) times the employee's classification rate of pay for all hours worked past their regular quitting time. A shift premium in addition to time and one-half (1 ½) shall not be paid for any hours worked past their regular quitting time.

ARTICLE 32 – NO DISCRIMINATION

32.01 The Union and the Company agree to maintain a policy of non-discrimination and equal employment opportunity toward all employees and applicants for employment with regard to race, color, religion, sex (including pregnancy), national origin, age, creed, ancestry, marital status, Vietnam-era veteran status, disability, medical condition and sexual orientation in compliance with Federal, State or local law.

ARTICLE 33 – WAGES

33.01 Scales: The wage scales are attached as Schedule A.

33.02 Personalized Wages: Employees who receive a personalized rate above the wage schedule set forth herein shall receive an increase added to their current personalized rate in the amount as added to the rates in Attachment "A," Wages. This subsection applies to an employee(s) whose job(s) has been eliminated due to new equipment and/or systems in the plant. In lieu of reducing the wage rates of employees who bump or are placed in lower-paid classifications, the Company and the Union may agree to "red circle" the wage rates of individual employees. "Red circle" means that the "red circle" wage rate will not be increased until it equals to or is less than the wage rate of the assigned classification as listed in Schedule "A." When the red circle wage rate is equal to the assigned classification rate, the negotiated wage increase(s) shall apply as listed in Schedule "A." Personalized wage rate differentials as described herein will not be discontinued by any red circle agreements.

33.03 An employee assigned to work in a higher classification will be paid the rate of pay for the higher classified job, for the time spent working in the higher classified job. An employee temporarily assigned to work outside the bargaining unit will be paid at one dollar (\$1.00) over the lead pay for the department to which s/he is temporarily assigned.

33.04 New Classifications: Job classifications listed herein are general for the industry, but do not necessarily contain classifications for all jobs for each particular plant.

Where individual jobs are not identified and covered by the above general classifications, such jobs shall be classified by the work performed and the rate of pay shall be determined by evaluation. Job evaluation shall be based on other job rates in the industry. Job rates resulting from evaluation shall be by express agreement between the Company and the Union.

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| ARTICLE 34 – GRIEVANCE PROCEDURE |
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Step 1.

The first step will be for the grievant and his/her supervisor to attempt to resolve the grievance with the assistance of the Shop Steward no later than thirty (30) from the date of occurrence.

Step 2.

If the first step meeting fails to resolve the grievance, it will then be reduced to writing and submitted by the Union within fifteen (15) days of the occurrence. If the grievance is not reduced to writing within fifteen (15) it shall be considered null and void and no further proceedings shall take place. However, if the grievance complies with the requirement of this Article, the company will provide a written answer on the resolution or the denial no later than fifteen (15) calendar days after it was filed.

Step 3.

If the grievance is denied, the Union Representative, Plant Manager, Shop Steward and Grievant will meet and attempt to resolve the dispute no later than fifteen (15) calendar days after it was denied. For the grievance to be compliant with this Article, the Union must notify the Company in writing of their desire to proceed to this Step within seven (7) calendar days of the receipt of the Company's response to Step 2 above.

Step 4.

If the matter is not resolved at the third (3rd) step, an Officer of the Union, Director of Labor and Employee Relations, General Manager, Shop Steward and Grievant shall meet and attempt to resolve the dispute no later than fifteen (15) calendar days after the 3rd step took place. For the grievance to be compliant with this Article, the Union must notify the Company in writing of their desire to proceed to this Step within seven (7) calendar days of the receipt of the Company's response to Step 3 above.

Step 5.

If the matter is not resolved at the fourth (4th) step of the grievance procedure, the parties may mutually agree to mediate the grievance or dispute. Such mediation shall take place within thirty (30) days after the fourth (4th) step answer, unless the parties mutually agree to extend the period. Should a resolution not be reached, then the parties can proceed to arbitration as provided below.

Step 6.

The arbitrator will be selected by mutual agreement. The decision of the designated arbitrator shall be final and binding. The arbitrator does not have any power or authority to change the content of this Agreement nor to add to or go outside the terms of this Agreement.

It is hereby agreed that the cost of the arbitrator shall be borne equally by the Union and the Company.

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| ARTICLE 35 – STRIKES, LOCKOUTS AND PICKETING |
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35.01 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 refuse to cross such picket lines as are lawful, primary lines, and are officially and specifically sanctioned or approved by all three (3) of the following:

1. The Executive Board of WSRJB and Local 52, and
2. The General President of the Union.

ARTICLE 36 – MEDICAL, LIFE, DENTAL, PRESCRIPTION DRUG AND VISION PLANS

36.01 The Employer shall continue to contribute to the Laundry and Dry Cleaning Workers Local 52 Health and Welfare Trust (“Welfare Trust Fund”) the sum of five hundred and thirty-five dollars (\$535.00) per month for each eligible employee. On January 1st, 2023, this sum will increase to five hundred sixty-seven dollars (\$567.00).

36.02 The Employer will pay up to one (1) hour once per calendar year, to attend meetings during work hours with the insurance representatives at each location.

36.03 The Employer shall be responsible for any benefits which would have accrued to an employee if the Employer fails to make payments for an employee as herein provided.

36.04 The Employer will pay up to one (1) hour once per year, for each year of the Agreement, for each employee starting in 2007 to attend meetings during work hours with the insurance representatives at each location.

ARTICLE 37 – MAINTENANCE OF BENEFITS

37.01 In order to maintain the benefits provided by the Laundry and Dry Cleaning Workers Local 52 Health and Welfare Trust (“Welfare Trust Fund”) for Medical, Life, Prescription Drug Plan, Dental Plan and Vision Plan, the Employer’s obligation per month per eligible employee is limited to the following listed contribution amounts for all plans combined:

| Company/Employee cost Share of MOB | Effective 1/1/2021 | Effective 1/1/2022 | Effective 1/1/2023 |
|---|---------------------------|---------------------------|---------------------------|
| Company's % Portion of Premium | 80% | 77% | 75% |
| Employee's % Portion of Premium | 20% | 23% | 25% |

37.02 The Employer’s maximum contribution is limited as described in this article. This contribution is towards single coverage only for each eligible employee. Any additional coverage purchased, including any coverage for dependents at any level, shall be paid solely by the employee.

37.03 The Company agrees that during the term of this Agreement the Union will have the right to move to and alternative plan, as long as, the cost of said plan doesn’t exceed the Employer negotiated 10% “caps” in the current Agreement on an individual or cumulative basis.

37.04 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 when 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:

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

ARTICLE 38 – PENSION TRUST FUND

38.01 The Employer shall continue to contribute into the National Retirement Fund (NRF) in accordance with the table listed in 38.02

38.02 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:

| Table 1 | |
|----------------|---------------------------------|
| Effective Date | Rate for Each Eligible Employee |
| June 1st 2020 | \$68.98 Per Month |
| June 1st 2021 | \$72.13 Per Month |
| June 1st 2022 | \$75.41 Per Month |
| June 1st 2023 | \$78.85 Per Month |

ARTICLE 39 – GENERAL PROVISIONS APPLICABLE TO TRUST FUNDS AND DELINQUENCY PROCEDURES

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

39.02 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.

39.03 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 90006-3098, or to such other place designated by the Trustees of the Trust Funds.

39.04 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 contributions 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 liquidated damages, or any portion thereof, in a particular case upon good cause satisfactory to the Trustees.

39.05 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, costs of suit, and such other legal or equitable relief as the court deems appropriate.

39.06 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.

39.07 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 an 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 40 – ILLNESS/INJURY WAGE INSURANCE

40.01 Except as a Illness/Injury wage insurance provided by a municipal, county, city, state or federal law at a greater rate, all employees covered by this Agreement who have been continuously employed by their Employer for the period of at least one (1) year shall be entitled to a total of five (5) days' Illness/Injury wage insurance per year. The Company will comply with the California Sick Leave Law.

40.02 If the Employer so desires, he may require reasonable proof of disability. Falsification of Illness/Injury leave claims or proved abuse of Illness/Injury leave privileges may be cause for discharge or disciplinary action.

40.03 Subject to the following paragraph, full pay shall mean five (5) eight-hour (8) days' pay at the employee's regular straight-time hourly rate for those days which the employee would have worked had the disability not occurred.

40.04 Illness/Injury wage insurance shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily Illness/Injury wage insurance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an employee, shall not exceed one hundred percent (100%) of the employee's regular daily wage at straight-time. If the Illness/Injury wage insurance allowable to an employee hereunder when so combined with any such State disability benefits received by the employee exceeds one hundred percent (100%) of his regular daily rate of straight-time for any one (1) day, then such Illness/Injury wage insurance for that day shall be reduced accordingly. Any portion of the Illness/Injury wage insurance allowance not received by the employee by reason of any such reduction shall be retained in the employee's Illness/Injury wage insurance account as a part of his accumulated Illness/Injury wage insurance credits.

40.04 All employees working under the terms and conditions of this Collective Bargaining Agreement at the time of ratification, will have unused Illness/Injury wage insurance benefits in any one (1) year shall accumulate from year to year to a maximum of forty (40) days.

40.05 Illness/Injury wage insurance credit shall continue to accumulate during periods of Illness, injury, temporary layoff or leave of absence; however, after twenty (20) consecutive working days of absence all credit shall cease and employee's accumulated Illness/Injury wage insurance shall be pro-rated during such periods of absence.

ARTICLE 41 – FUNERAL LEAVE

41.01 An employee shall be eligible for three (3) days of funeral leave with pay for a member(s) of his/her immediate family. Up to two (2) additional days of unpaid leave shall be provided, if requested, when the funeral is conducted outside the State of California. Immediate family consists of spouse, domestic partner, mother/father, child(ren), brother, sister, aunt, uncle, grandparents, grandchild(ren) and current Mother/Father in-laws. Eligibility requirements include:

- a. One (1) or more years of continuous service.
- b. A list identifying immediate family members has previously been given to the Employer.
- c. Reasonable proof that the employee attended the funeral is given to the Company.

ARTICLE 42 – JOB PERFORMANCE

42.01 When an opening occurs in the plant, including but not limited to shift and work week, the opening will be posted for three (3) days. Such posting shall include the duties, hours, work week and wage rate. Interested employees must let their immediate supervisor know in writing of their desire to take the position. If no one requests the position within the three (3) days, the Company may assign an employee to the position or hire a new employee. Vacancies created by an employee successfully bidding to another position will not be subject to the position and bid process. When determining the successful bidder, the following criteria will be used in the following order:

1. Knowledge, skill, efficiency for the job.
2. The ability to perform the essential functions of the job.
3. Length of seniority.

42.02 The Company shall be the sole judge of qualifications and ability for accepting such a bid. Said judgment will not be arbitrary or capricious.

42.03 Effective upon ratification all locations with the “Spindle” system in place will utilize the weekly bargaining unit performance (Green – Yellow – Red) via Spindle.

ARTICLE 43 – IMMIGRATION STATUS

43.01 In the event an employee who was originally authorized to work in the United States loses his/her authorization to work in the United States, and his/her employment is terminated for that reason, the Company agrees to rehire the employee without loss of seniority into the next available job opening for which he/she is qualified

to fill within six (6) months of termination. Seniority and vacation shall not accrue during this specific period of absence.

ARTICLE 44 – GENERAL SAVINGS CLAUSE

44.01 It is the intent of the parties hereto to abide by all applicable Federal and State statutes covering the subject matter of this Agreement. Should any provision of this Agreement be determined to be contrary to any Federal or State law, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalid provision or provisions shall be immediately negotiated.

ARTICLE 45 – ETHNIC AND CULTURAL DIVERSITY

45.01 While English is the language of the workplace, the Company recognizes the right of employees to use the language of their own choice among themselves.

45.02 When there is a communication difficulty with a particular employee, on request the Company will allow a translator chosen by the employee to facilitate communications, so long as the individual is on the premises at the time requested.

45.03 Discharge or Suspension of Employees Based on Information Regarding Immigration Status. In the event that the Company is required to suspend or discharge an employee by law or work rules on account of information and/or documentation obtained concerning his/her immigrant or citizenship status, the Company shall allow up to 180 days for resolution, depending on the employee's seniority, during which he/she may be reinstated her/his right to be employed by the Company. Employees with less than 5 years' seniority will be allowed 90 days. Employees with more than 5 years' seniority will be allowed 180 days.

Upon his/her reinstatement, any such employee shall be granted the seniority held by the employee on the date of her/his suspension and/or discharge. If the employee returns within two (2) weeks, they will be placed in a former position of their choice for which they are qualified or to displace a probationary employee. If there are no such positions available, the employee shall be placed on layoff status with the rights of any laid off employee according to seniority.

45.04 In the event that the Company is served with a validly executed search or arrest warrant, the Company shall take the following action: To the extent legally possible, arrange for questioning of employees to occur in as private a setting as possible in the workplace.

45.05 The Company shall grant employee excused absences, where given one weeks' prior notice for the following purpose: To attend any appointments scheduled by the INS or U.S. Department of State with respect to immigration or citizenship status of

the employee, spouse, child or parent. The Company may require proof of the appointment and proof of family relationship.

- 45.06:
- a. The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by state or federal authority.
 - b. The Company shall not disclose confidential information concerning workers to any person or government agency except as required by state and federal law or in response to the lawful directive of such agency. Confidential information includes name, addresses, and social security numbers.
 - c. If an employee requests that Company change her/his records regarding her/his name or social security number, and the Company can do so without violating law or work rules, it will do so and change will not prejudice the employee's seniority or other rights under the Agreement.
 - d. Should 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 immediately notify the Union by telephone to the Union office.

ARTICLE 46 – DURATION

46.01 This Agreement shall become effective August 1st, 2020 and shall remain in effect until July 28, 2023, and from year to year thereafter, unless written notice is given sixty (60) days prior to the expiration date, by either party, that such party intends to terminate, modify or amend this Agreement on the expiration date.

46.02 In the event the parties fail to agree on any of the provisions being re-negotiated, then such provisions shall be submitted to arbitration as provided hereinabove in the Grievance Procedure. The terms, conditions and provisions of this Agreement shall continue in effect for the period covered.

46.03 Should negotiations commence to amend or modify this Agreement, the entire Agreement shall remain in full force and effect during the period of such negotiations, until such time as a new Agreement is signed. Any amount negotiated for the elapsed period will be paid retroactively. Either party may terminate the extension of this Agreement with ten (10) calendar days notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Los Angeles, California, this 1st day of March, ~~2020~~ 2021

**LOCAL 52, WESTERN STATES REGIONAL
JOINT BOARD**

**ARAMARK UNIFORM & Career
Apparel, LLC**

By Maria Rivera
Maria Rivera
Regional Manager

By Roel Cortez
Roel Cortez
**Director of Labor Relations and
Employee Relations**

SCHEDULE A

**WAGE SCALES
ARAMARK UNIFORM & CAREER APPAREL, LLC**

| HOURLY RATES OF PAY | Current | Effective | Effective | Effective |
|--|-----------------------------|--------------------------|------------------------|------------------------|
| Cleanroom | 7/1/2020 | Retro to 8/1/2020 | 7/31/2021 | 7/30/2022 |
| Position | Increase>>> | Increases Below | Increases Below | Increases Below |
| Head Washer | \$15.00 | \$15.50 | \$15.75 | \$16.05 |
| Washer | \$15.00 | \$15.45 | \$15.70 | \$16.00 |
| Washroom Dept/Tumbler and Utility | \$15.00 | \$15.40 | \$15.65 | \$15.95 |
| Head Distributor | \$15.00 | \$15.40 | \$15.65 | \$15.95 |
| Press; Distribution; Alteration | \$15.00 | \$15.35 | \$15.60 | \$15.90 |
| Order Clerk/Truck Loader/Custodian/Soil Sort/Counter; Stacker | \$15.00 | \$15.30 | \$15.55 | \$15.85 |
| All Other Employees | \$15.00 | \$15.25 | \$15.50 | \$15.80 |
| Restore Seniority increases base on current seniority during 1st pay period following ratification- No retro on this amount and grievances must be withdrawn. (Grievances related to Lead Pay and Seniority Pay) | | | | |

A Lead differential that will pay \$0.75 per hour above the current classification wage rate while employee is designated as a Lead. The Company shall continue to have sole authority to determine qualifications and to designate employees as Leads, which is the currently accepted and established practice.

An experienced laundry employee (an employee previously employed in a linen or industrial laundry plant who enters or re-enters employment within a twelve (12) month period after termination of employment) shall be paid ninety percent (90%) of his/her classification rate for the first sixty (60) calendar days and thereafter the rates according to the above classifications.

New employees shall be paid eighty percent (80%) of the classification rate in which they work for the first sixty (60) calendar days; this shall be increased to ninety percent (90%) of the classification rate for the next one hundred twenty (120) calendar days. Thereafter the employee shall receive the classification rate. No new employee’s hiring rate shall be less than twenty-five cents (\$0.25) above the Federal minimum wage. Further, no employee will receive less than the State minimum wage, or a minimum wage that is set by the city or county wherein the specific facility the employee works is located.

It is agreed and understood that the new employee’s rate of pay will increase as a percentage of each across-the-board increase negotiated in this Agreement.

No current employee will lose his job because of the seniority rates set forth in the above schedule.

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

- Over five (5) years continuous \$0.10 per hour employment:
- Over ten (10) years continuous \$0.15 per hour employment:
- Over fifteen (15) years continuous \$0.20 per hour employment:
- Over twenty (20) years continuous \$0.25 per hour employment:
- Over twenty-five (25) years continuous \$0.35 per hour employment:
- Over thirty (30) years continuous \$0.40 per hour employment;

LETTER OF UNDERSTANDING

Between

ARAMARK UNIFORM & CAREER APPAREL, LLC

And

**WESTERN STATES REGION JOINT BOARD
WORKERS UNITED LOCAL 52**

Re: JOINT LABOR MANAGEMENT COMMITTEE

There will be established a Joint Labor Management Committee, number of members not to exceed number of departments. The permanent members of the committee shall be representative of the Local Union and the Company. There shall be elected two (2) Co-chairs, one (1) Recording Secretary from the body of this committee. An agreed upon agenda shall be used for the purpose of running these meetings.

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

The committee will meet within forty-five (45) days of the ratification of the Agreement in order to establish a schedule and agree upon a process for future meetings.

**LOCAL 52, WESTERN STATES REGIONAL
JOINT BOARD**

**ARAMARK UNIFORM & Career
Apparel, LLC**

By _____
Mauricio Vazquez
Regional Manager

By _____
Bob Graham
Director of Labor Relations and
Employee Relations

MEMORANDUM OF AGREEMENT

The Company and the Union agree that the current and immediately preceding Collective Bargaining Agreements between ARAMARK Uniform and Career Apparel, LLC. and Western States Regional Joint Board have been negotiated and are expressly intended to waive all provisions of the Los Angeles County Living Wage Ordinance as provided for in Section 2.201.090 and 10.37.12 of the Ordinance.

This Agreement pertains to Collective Bargaining Agreements between the parties covering the Company’s facilities located including but not limited to:

Los Angeles, CA
Paramount, CA
Riverside, CA
Santa Ana, CA
Lompoc, CA

Sylmar, CA
San Bernardino, CA
Orange, CA
Oxnard, CA

ARAMARK Uniform and Career
Apparel, LLC.

Western States Regional Joint Board

Bob Graham
Director of Labor &
Employee Relations

Mauricio Vazquez
President, Western States
Regional Joint Board

Date

Date