

AUCA CBA # 0518

Collective Bargaining Agreement

By

And

Between

**ARAMARK UNIFORM AND CAREER APPAREL
SAN DIEGO PRODUCTION**

And

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

**Covering the period from
January 30, 2021 to and including January 27 2024**

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AGREEMENT

THIS AGREEMENT, made and entered into January 30, 2021 by and between ARAMARK Uniform and Career Apparel LLC 5665 Eastgate Drive, San Diego, CA, party of the first part, hereinafter referred to as the "Company", and WORKERS UNITED, WESTERN STATES REGIONAL JOINT BOARD, LOCAL 52 party of the second part, hereinafter referred to as the "Union."

WITNESSETH

WHEREAS, the Company and the Union and its members are mutually desirous of providing a basis for fair dealings between Company and employees, of establishing conditions so as to maintain the service of the Company in high public repute, and further, of promoting the general welfare of both the employees and the Company. 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; and

WHEREAS, it is recognized and agreed that the management of the Company's company and the direction of the working force shall remain the function of the Company and the right to plan and operate schedules of work, production and distribution, pricing and service, is vested solely and exclusively in the Company; and

WHEREAS, it is the mutual desire and intent of the parties to cooperate to the fullest extent possible so that the Company can operate his plant and facility at maximum efficiency and economy and render to the public an increasingly effective service of paramount excellence;

NOW, THEREFORE, be it agreed that:

ARTICLE 1. - UNION MEMBERSHIP

1.01 It shall be a condition of employment that all employees of the Company covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on or after the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the 31st day following the beginning of such employment with the Company, become and remain members in good standing in the Union.

1.02 Whenever the Company requires additional employees for work covered by this Agreement, 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 and qualifications, and membership or non-membership in the Union shall not be considered in their hiring.

1.03 Selection by the Union of applicants for nomination for employment by the Company, and employment by the Company, shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

1.04 The Company shall post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of this hiring arrangement.

1.05 Whenever the Company hires or re-hires any person for work covered by this Agreement, the Company shall notify the Union immediately in writing and any person hired or re-hired, not a member of the Union, shall make application for membership in the Union.

1.06 New Hire Orientation: The Company will arrange for all newly hired bargaining unit members to attend a Union orientation on Company time and premises, for no more than thirty (30) minutes, within two (2) weeks of each new employee's date of hire.

1.06.1 Such orientations will be scheduled in consultation with the Union Representative and the Shop Steward.

ARTICLE 2. - TERMINATION NOTICE

2.01 It is understood and agreed that the right of discharge for just cause shall rest in the discretion of the Company. No employee shall be discharged without first receiving a written warning notice in the prior twelve (12) months. Should no offense occur in the twelve (12) months following any warning notice, the notice shall be declared null and void. No prior warning notice shall be required for serious or misconduct offenses such as theft, insubordination, intoxication, assault, or sexual harassment, falsification of Company's documents, carrying concealed weapons or possession of firearms, or absent without notification for thirty-six (36) hours, except as provided by law. The Company shall not discharge or otherwise discriminate against any employee because of Union affiliation or activity where such activity does not interfere with the ordinary work of the Company. A copy of all warning notices shall be forwarded to the Union within seven (7) calendar days via email, certified mail or overnight confirmed delivery. 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.

2.02 A new employee may be discharged or disciplined without cause or notice during the first one hundred twenty (120) calendar days of his employment.

ARTICLE 3. - JURISDICTION

3.01 The Company recognizes the Union as the sole collective bargaining agent for all production employees of the Company at 5665 Eastgate Drive, San Diego, CA, in the classifications hereinafter set forth, and the provisions of this Agreement shall apply to all such production employees. The term "production employees", as used herein, does not include supervisors, superintendents, office employees, engineers, maintenance employees, sales employees or any other employees who are not directly involved in the cleaning, repairing or processing of merchandise for the account of the Company's customer.

3.02 The word "employee" in this Agreement includes both male and female, and all references to the masculine gender include the female gender.

3.03 The Company further agrees that no individual agreement with any employee covered hereby shall supersede any of the provisions of this Agreement. The Company further agrees not to enter into any such individual agreement pertaining to hours, wages or conditions of labor with any employee, member of the Union, before such agreement has been approved by the Union.

ARTICLE 4. - INCENTIVES/PIECE WORK

4.01 The term “incentive forms of pay”, used throughout this Agreement, refers to piece work, bonuses and incentives based on productivity.

4.02 Incentive standards and/or rates used as wage determinant, and established and approved prior to this Agreement, shall continue in force unless changed, in whole or in part, by express agreement between the Company and the Union.

4.03 The installation and use of any type of incentive plan may be established only by the express written agreement of the Company and the Union.

4.04 No incentive plan or system shall, in any way whatsoever, reduce or impair the hourly classification rate contained in this Agreement, as the one and only wage determinant for a fair day’s work.

ARTICLE 5. – HEALTH & SAFETY

5.01 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.

5.01.1 Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tagout, and bloodborne pathogens. Employees shall be provided with applicable safety and health information.

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

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

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

5.05 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.

5.06 Protection from Bloodborne Pathogen:

5.06.1 Protective Equipment – Will be provided 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.

5.06.2 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.

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

5.08 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.

Note: The Workers United and Aramark Corporation have established a national health and safety program that may amend or supersede some or all sections of this provisions.

ARTICLE 6. - UNIFORMS

6.01 The Company agrees to furnish, without cost to the employee, any uniform or wearing apparel designated by him for employees to wear during their hours on duty.

6.02 The Company further agrees to launder and/or clean all parts of such designated uniforms worn by employees while on duty.

ARTICLE 7. - WORKING RULES

7.01 Rules and regulations for the conduct of business, such as the Company shall consider necessary and proper, which do not conflict with the express terms and intent of this Agreement shall be observed by all employees. Such rules and regulations shall be posted by the Company or they may be issued to employees in the form of a manual. The Employee and the Union shall be notified of such changes ten (10) working days prior to implementation.

ARTICLE 8. - MANAGEMENT PREROGATIVES

8.01 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, to assign work, to hire employees, direct, adjust, increase and decrease the working force, to remove employees for just and proper cause and to maintain discipline shall be vested in management.

ARTICLE 9. - EMPLOYEES' DONATIONS

9.01 Donations or contributions, charitable or otherwise, shall be voluntary and contributions shall be mutually agreed to by the Company and the Union.

9.02 The Company will deduct and transmit to the treasurer of WSRJB Political Action Committee (currently 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. Any name changes to the Political Action Committee will be provided in writing ninety (90) days prior to such change.

9.03 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 10. - INSPECTION OF RECORDS

10.01 Should a controversy arise concerning wages, hours or other compensation between the employee and the Company, the Company hereby agrees to submit the original and all other necessary records of the case in controversy to an authorized representative of the Union for verification, and any or all such records shall not be taken from the premises of the Company.

10.02 When a specific complaint is registered concerning wages, hours and other compensation, the Union shall request, and the Company shall grant, the use of the original and all other necessary records for verification.

10.03 Such verification shall be made by the representative of the Union during working hours, at a time agreed upon by the Union and the Company, after notice by the Union that such verification is requested. The records shall be made available to the representative of the Union at least five (5) days after receipt of the request.

10.04 The Company shall provide the Union with a list of employees for any specified date upon request by the Union.

10.05 A representative of the Union shall have access to the plant for the purpose of investigating conditions therein, under the terms of this Agreement, and to adjust any grievances or complaints therein. Before entering the plant, such representative must call at the office of the official designated by the Company and secure permission. Conferences between the Union representative and the employee or employees shall be so conducted that there shall be no interference with, or interruptions of the Company's production.

ARTICLE 11. - DUES DEDUCTIONS

11.01 The Company shall deduct from the first paycheck issued to each employee covered by this Agreement, and each calendar month thereafter, the regular monthly dues owing to the Union by each employee employed by the Company. The Company shall also deduct initiation fees and special fees and assessments voted on and approved by the Union (fines are not included) for all employees. The Union shall furnish, on or before the first of each calendar month, a list of employees employed by the Company for whom the Company shall make deductions. The Company shall make such deductions in accordance with such list provided the employees listed therein are in the employ of the Company the last day of the previous calendar month and, provided further, that the Union shall have secured and furnished to the Company written authorization for such deductions of each employee.

ARTICLE 12. - BULLETIN BOARD

12.01 The Company agrees to provide a separate bulletin board for the use of the Union. The bulletin board shall be at least two (2) feet by three (3) feet and shall be placed in a convenient place to all members. No posting shall be derogatory in nature to the company.

ARTICLE 13. - SUCCESSORS

13.01 The parties agree that in the event the ownership or management of the Company's plant or any thereof, or his entire business or company or corporate 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.

13.02 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, shall be filed with the Union immediately after signature.

13.03 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 14. - WORKING HOURS AND OVERTIME

14.01 The standard work week shall be forty (40) hours, excluding the lunch period, Monday through Saturday, to be worked as follows:

- 1) In five (5) consecutive days of eight (8) hours each; or
- 2) In four (4) days of ten (10) hours each.

14.02 The work schedules must be posted by Thursday for the following week and will be modified as little as possible and, where compatible with company requirements and worker ability, the employees' seniority will be taken into account.

14.03 Time worked in excess of eight (8) hours per day for forty (40) hours per week, Monday through Saturday, or on the sixth (6th) consecutive work day if the Company utilizes a five (5) day work week, and on the fifth (5th) and sixth (6th) day of the calendar work week if the Company utilizes a four (4) day work week, shall be paid for at the rate of time and one-half (1½) the average earned hourly rate of pay.

14.03.1 Employees scheduled for forty (40) work hours Monday through Friday during the work week, who absent themselves from scheduled work hours, must complete forty (40) work hours to qualify for time and one-half (1-1/2) the average earned hourly rate of pay for work on Saturday of the workweek.

14.04 On all days, including Sunday and holidays when at work, all employees shall be required to take not less than one-half (1/2) hour nor more than one (1) hour off for lunch, and under no circumstances shall any employee be required to work more than five (5) hours without a lunch period.

14.05 Full-time employees shall not be scheduled to work half days Monday through Friday unless necessitated by lack of work or emergency.

14.06 A maximum of six (6) Regular Part Time employees may be assigned to a Monday through Saturday work schedule of no more than five (5) hours per day. Should such assigned Regular Part Time employees exceed thirty (30) hours in a week, all hours worked on Saturday shall be paid at time and one-half (1-1/2) the average earned hourly rate of pay.

ARTICLE 15. - TIME RECORDS

15.01 Time records will be maintained by the Company for all employees for the purpose of recording time worked. The records will show the actual time the employment begins and ends each day, the total hours worked for the day, and the total hours for the pay period.

15.02 Time clocks or other adequate time recording devices will be maintained by the Company for the purpose of recording upon the time cards the actual hours worked by the employees.

15.03 Where an incentive plan is in operation, the Company shall provide the employee with a record of his productivity for the day if on a daily basis, and weekly if on a weekly basis. Records provided to the employee may be by bulletin boards or to the individual, and all records shall be available for Union inspection at all business hours.

15.04 All records, including time records and production records used to determine the amount of pay, shall be kept on file as required by law.

15.05 The Company must keep full and accurate records of excuses for illnesses 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 16. - SHIFTS

16.01 The first shift shall begin work not earlier than 4:00 a.m. The second shift shall begin work not earlier than 12:00 noon. The third shift shall begin work at any time between the hours of 5:00 p.m. and 4:00 a.m. (See Section 40 for shift differential).

16.02 The Company may offer a starting time of 3 a.m. for first shift employees. Volunteers will start at 3:00 a.m. and will not earn a shift differential. Employees that volunteer for a starting time of 3:00 a.m. may request to be returned to a starting time of 4:00 a.m. in the discretion of Aramark.

ARTICLE 17. - SUNDAY WORK

17.01 Work performed on Sunday shall be paid for at the rate of one and one-half (1½) times the employee's average earned hourly rate for the respective Sunday.

17.02 Any employee working on Sunday shall be paid for at least four (4) hours' work at the rate stipulated in Section 17-A. above, even though he may work less than four (4) hours.

17.03 Work performed on Sunday immediately preceding or following one of the paid holidays shall be paid for as provided in Section 22-E. herein.

17.04 No employee shall be required to work more than six (6) consecutive days without a day off, except in an emergency. In such event, employee(s) will be paid at two times (2X) the straight time hourly rate of pay.

ARTICLE 18. - CALL-IN TIME

18.01 All regular 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 average earned hourly rate for that day, except as hereinafter provided in case of a breakdown.

18.02 An employee who reports for work on a regular work day, and who was not officially informed by management not to report on that particular day, shall be considered as ordered to work and shall receive no less than four (4) hours' pay at the average earned hourly rate.

ARTICLE 19. - GUARANTEED WORK WEEK

19.01 All regular employees shall be guaranteed a minimum of thirty-five (35) hours' work at their average earned hourly rate in any one week, except as hereinafter provided in case of a breakdown.

19.02 If the Company asks or suggests that a regular employee voluntarily take time off, in order to offset or waive any rights hereunder, the Company shall in such cases be required to pay for hours not worked to make the thirty-five (35) hour guarantee.

ARTICLE 20. - REGULAR AND PART-TIME EMPLOYEES

20.01 Regular employees are those who are hired and retained in the employ of the Company in order to conduct the operation of the Company's business on any shift. Regular employees may include part-time workers regularly engaged.

20.02 Regular workers shall receive a full week's work of forty (40) hours when possible, and part-time workers shall not be employed whenever regular workers are available for such work up to said forty (40) hours of work in any one week.

20.03 The Company shall file with the Union each month, with the checkoff sheet, the names and jobs held by all part-time employees.

20.04 Extra employees are those employees hired to augment regular employees.

20.05 Regular part-time employees shall be covered by all the conditions set forth in this Agreement for regular full-time employees. Holidays and vacation shall be figured on a prorata basis. When any of the holidays specified herein falls on a day in which a regular part-time employee is scheduled for work, then he shall be paid for the hours normally worked by him on that day even though no work is performed.

ARTICLE 21. - PAYDAY

21.01 Wages shall be paid in currency or negotiable checks on a set day of the week and within seven (7) calendar days after the end of the pay period. On payday, the Company shall distribute the checks before the employees punch out for that day. The Company may, at its discretion, implement a bi-weekly pay procedure with a ninety (90) day notice to the Union. The Company will make every effort to accommodate individual problems of phasing in this new pay procedure.

ARTICLE 22. - HOLIDAYS

22.01 The Company agrees that the following shall be observed as paid holidays:

New Year's Day	2 Floating Holiday Days
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Employee's Birthday

22.02 Floating Holidays that are requested fourteen (14) days in advance of the date requested shall be responded no later than seven (7) days prior to the requested day.

22.02.1 New employees shall not receive the aforementioned two (2) floating holidays until they have completed one (1) year of service with the Company thereafter, employees will be awarded their two (2) Floating Holidays on January 1st of each year.

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

22.04 Employees working on hourly wage rates and/or incentives, or otherwise, shall be paid for time not worked and any one of the above-named holidays on the basis of eight (8) hours at their average earned hourly rate for the week.

22.05 When the hours of work on holidays, and Sundays immediately preceding or following a holiday, are less than eight (8) hours, the amount of compensation to be paid to the employees shall be not less than eight (8) hours at two and one-half (2½) times the average earned hourly rate of pay regardless of the hours worked; provided, however, that employees who work on a Sunday immediately preceding or following a holiday for which they are paid holiday pay, and do not work, shall be paid not less than eight (8) hours at one and one-half (1½) times their average earned hourly rate for the week.

22.06 Employees working on hourly wage rates and/or incentive, or otherwise, shall be paid for time worked on the above-named holidays, or on a Sunday immediately preceding or following said holidays, at two and one-half (2½) times their average earned hourly rate for the week; provided, however, that employees who work on a Sunday immediately preceding or following a holiday for which they are paid holiday pay, and do not work, shall be paid at one and one-half (1½) times their average earned hourly rate for the week.

22.07 When a holiday occurs in the regular work week of Monday through Saturday, forty (40) hours shall constitute a week's work. Any time worked in excess of eight (8) hours in any one day or forty (40) hours in a holiday week shall be paid for at the rate of time and one-half; provided further, that all employees shall be paid for the herein specified holidays which occur in the regular work week of Monday through Saturday.

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

22.08 There shall be no work performed in any department on Labor Day.

22.09 When any of the above-named holidays fall on a Sunday, the following Monday shall be observed as the holiday. Employees working on hourly wage rates and/or incentive, or otherwise, shall be paid for this day the same as if it had occurred on any other day of the week.

ARTICLE 23. - VACATIONS

23.01 All employees covered by this Agreement, who have been in the employ of the Company for one (1) year or more, shall receive one (1) week's vacation with pay.

23.01.1 After three (3) years of continuous service, employees shall receive two (2) weeks vacation with pay.

23.01.2 After eight (8) years of continuous service, employees shall receive three (3) weeks vacation with pay.

23.01.3 After twelve (12) years of continuous service, employees shall receive four (4) weeks vacation with pay.

23.02 Any employee who quits or is terminated shall be entitled to payment of any accrued vacation not previously taken by the employee.

23.03 Annually, on or before December 1st of each year, the Company shall make a paid vacation scheduling list available to all employees. All employees shall schedule paid vacations by January 31. Any employee who does not schedule paid vacation by January 31, shall not exercise any seniority preference. Once vacation scheduling is complete, vacations will not be changed except by mutual consent of the Company and the employee.

23.04 Vacation dates shall be according to seniority with the employee having the greater priority of seniority receiving preference.

23.05 Those who are granted vacations will be paid in advance at the start of the vacation period. The rate of pay for hourly/incentive (piece work) workers shall be the average hourly rate of earnings for the four (4) weeks prior to vacation.

23.06 Pay in lieu of vacations shall not be granted, except when connected with severance.

ARTICLE 24. - STEWARDS

24.01 It is hereby agreed that the Union may have duly accredited representatives to be known as "Stewards", to be selected by the Union.

24.01.1 There shall be two (2) Stewards on the first shift and one (1) steward on 2nd. shift at the production facility and one (1) steward at the depot. The Union will notify the Company in writing of the names of the persons selected as Stewards. However, it is understood that one (1) Steward shall be specified as the Chief Steward and that individual will be the primary contact for the Company.

24.02 It shall be the duty of the Stewards to attempt, to the best of their ability, to see that the terms, provisions and intentions of the Agreement are carried out and further to handle under the provisions of Section 41 (Grievance Procedure) such grievances as are referred to them.

24.03 It is further agreed that Stewards will, before leaving their regularly assigned work to perform such Union duties as specified herein, secure the permission of the appropriate Supervisor or Plant Manager. Such permission shall not be unreasonably denied.

24.04 The Company agrees that there shall be no discrimination against Stewards.

ARTICLE 25. - SENIORITY

25.01 Reduction of the working forces shall be accomplished by the layoff of employees by seniority in each work classification, and in re-employment the last employee laid off shall be the first to be called back to work in each work classification.

25.02 The employee shall retain his seniority in respect to contractual benefits contained herein if absences not exceeding one hundred and eighty (180) calendar days are due to layoffs, excused absences, furloughs, leaves of absence, or a period of disability certified by a physician. Employees shall notify the company of the date they are certified to return to work and the Company shall reinstate them within seven (7) calendar days.

25.03 New employees shall not be hired to replace employees laid off due to reduction in working force.

25.04 Overtime shall be granted to employees according to seniority in each classification.

25.05 Employees shall lose seniority upon twenty-six (26) consecutive weeks of absence, for any reason not in conflict with Federal or State law and regulations.

ARTICLE 26. - FUNERAL LEAVE

26.01 All employees who have been employed by the Company one (1) year or more shall be entitled to three (3) days off with pay provided: (a) The deceased is a member of the immediate family (mother, father, brother, sister, spouse, registered domestic partner, child, adopted child, mother-in-law, father-in-law, grandparents, grandchildren, aunt and uncle); (b) This provision will not apply if said death occurs during the employee's leave of absence, or long-term layoff or sick leave. Employees with less than one (1) year of service will be granted up to three (3) days unpaid leave in the event of a death in the immediate family, and the Company will extend further unpaid leave to all employees where extended travel is required to attend a funeral or memorial service for a member of the employee's immediate family.

ARTICLE 27. - TRANSFERS

27.01 Any employee transferred to a higher rated classification, who qualifies therefore, shall receive the rate of classification to which he is thereby assigned. An employee transferred to a lower classification, from day to day, shall not suffer a reduction in his regular rate of pay.

27.02 Whenever any employee does work within the duties of more than one classification in any one day, such employee shall be classified and paid for that day under that classification which pays the highest wage.

ARTICLE 28. - REST PERIODS

28.01 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 day's work between the fourth and sixth hour, he 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 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 rest period.

28.02 Wash-up Time. Employees shall be allowed five (5) minutes of paid wash-up time before lunch and at the end of their shift

ARTICLE 29. - INTERMITTENT PERIODS OF WORK

29.01 There shall be no intermittent periods of unemployment during any one day except for breakdowns. The term "breakdown" means the inability of the Company to function in the normal manner, brought about by any condition beyond the Company's control, such as but not limited to: fuel or power shortage, earthquake, equipment malfunction, etc.

29.02 In case of breakdown, employees shall be paid during the day breakdown occurs unless ordered to punch out; and, if ordered to return to work at a stated time and repairs are not ready, they shall be paid from the time they are ordered to work until actual work begins.

29.03 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 average earned hourly rate.

ARTICLE 30. - FILING OF CLAIMS

30.01 No employee shall be discharged or discriminated against because of filing any claim of alleged violation of the Agreement, nor shall any employee be discriminated against or discharged for giving information regarding the alleged violation of this Agreement to the Union or his authorized representatives.

30.02 It shall be considered a violation of this clause to talk to an employee, by referring to the filing of such claims, or to giving information regarding the alleged violation of this Agreement, in any manner that would lead the employee to assume detrimental results to himself, his job or the general working conditions.

ARTICLE 31. - DISCRIMINATION

31.01 The parties to this Agreement agree there shall be no discrimination against any employee with respect to any terms or conditions of employment in violation of any city, county, state or federal law or regulation.

31.02 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 32. - FOREMAN/FORELADY

32.01 A foreman or forelady is a person immediately in charge of and directing work forces. Any employee who is designated as a foreman or forelady shall assume the full duties as foreman or forelady and shall be placed in the same category as defined above. The Company has the right to keep these men or women gainfully employed and to utilize their time to the best advantage at any needed work in any department; provided, however, that a superintendent, a foreman or forelady, shall not displace a regular employee for more than four (4) hours of work in any one day.

ARTICLE 33. – MEDICAL, LIFE, DENTAL, PRESCRIPTION DRUG AND VISION PLANS

33.01 The Company shall continue to contribute until January 1, 2024, Five Hundred and Thirty Five Dollars (\$535.00), per month, per eligible employee to the Laundry and Dry Cleaning Workers Local 52 Health and Welfare Trust (“Welfare Trust Fund”). The cost share arrangement shall be as follows:

Company/Employee cost share of MOB	Effective 1/1/21	Effective 1/1/22	Effective 1/1/23
Company's Portion % of Premium	79%	77%	75%
Employee's Portion % of Premium	21%	23%	25%

The Company's contribution amount is towards single coverage only for each eligible employee. Any additional coverage purchased by the eligible employee for dependent coverage shall be paid solely by the Employee electing this additional coverage.

33.02 The Company shall be responsible for any benefits which would have accrued to an Employee if the Company fails to make payments for an Employee as herein provided.

33.03 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 from time to time be amended.

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

33.04.1 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;

33.04.2 Any Employee covered by this Agreement who was eligible for benefits from the Welfare 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.

33.05 Trust Fund contribution (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, 90006-3008, or to such other place designated by the Trustees of the Trust Fund.

33.06 The Company's maximum contribution is limited no more than 10% increase of its portion of the premium, year over year.

33.07 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:

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

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

33.08 The Company will pay up to one (1) hour once per calendar year, to attend meetings during work hours with the insurance representative(s).

SECTION 34. - RETIREMENT PLAN

34.01 Effective June 1st 2021, the Company hereby agrees to contribute to the NATIONAL RETIREMENT FUND (NRF) \$95.71 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
6/1/2021	\$114.40
6/1/2022	\$119.62
6/1/2023	\$125.08

34.02 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.

34.03 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 35. - WAGES

35.01 Scales: The wage scales are attached hereto and shall be known as "Schedule A".

35.02 Increases: All employees working on an hourly or incentive basis shall receive the designated increase, across-the-board, for all hours worked.

35.03 No Reduction in Wages: No employee in said laundry, covered hereby, who, prior to the date of this Agreement was receiving more than the rate of wages designated in the schedule contained herein for the class of work on which he was engaged, shall suffer a reduction of wages or of minimum hours of employment through the operation, or because of the adoption of, this Agreement. Any such employee shall, nevertheless, be granted the same increase amount as granted all other employees covered by this Agreement upon the adoption of this Agreement.

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

35.05 New Classifications: Job classifications listed herein are general for the industry but does 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 job shall be classified by the work performed and the rate of pay shall be determined by evaluation.

35.06 Shift Differential: All employees employed on a second shift, as defined in Section 16 of this Agreement, shall receive not less than five cents (\$0.05) per hour more than employees employed on the first shift. All employees employed on a third shift, as defined in Section 16 of this Agreement, shall receive not less than ten cents (\$0.10) per hour more than employees employed on the first shift.

35.07 Payment of Overtime: 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 allowance for Sunday or holiday work be duplicated on the basis of the daily or weekly overtime hours.

ARTICLE 36. - STRIKES AND/OR DISPUTES

36.01 There shall be no strike, work stoppage, slowdown, planned inefficiency, refusal to or cessation of work of any character, picketing of the Company's premises on the part of the Union or of any employee, and there shall be no lockout on the part of the Company during the term of this Agreement for any reason. If the Company is picketed by a Union other than the Union which is party to this Agreement, employees shall not refuse

to cross such picket line unless the picketing has been officially and specifically endorsed and sanctioned by the Executive Board of WORKERS UNITED Western States Regional Joint Board.

ARTICLE 37. – GRIEVANCE PROCEDURE AND ARBITRATION

37.01 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 follows in this Section.

37.02 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 this agreement or the meaning, application, interpretation or performance thereof, shall be taken up in accordance with the following steps:

STEP 1 The aggrieved employee and the employee's steward shall discuss the matter with the employee's immediate supervisor within ten (10) calendar days from the time in which the action being grieved occurred or within ten (10) calendar days from the date the grievance should reasonably have been known to the aggrieved employee. At no point will this timeframe exceed twenty (20) calendar days from the date the infraction occurred. If the grievance is not satisfactorily disposed of, then;

STEP 2 The grievance shall be reduced to writing within fifteen (15) days of completion of Step 1 above and thereafter taken up between the duly authorized representative designated by the Union and duly designated representative of the Company. If the grievance is not reduced to writing within those fifteen (15) days, 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.

37.03 In the event of the failure of the parties to agree as to how the grievance or dispute, as defined in Section 41 hereof, 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 from which the parties shall select the arbitrator by alternately striking a name.

37.03.1 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.

37.03.2 The arbitrator shall consider and decide only the particular issue(s) before him and the decision, order, direction, or award of the Impartial Arbitrator in any and all such matters for arbitration shall be final, conclusive and binding and shall be enforceable in a court of competent jurisdiction.

37.03.3 The impartial arbitrator shall have the authority to include in his decision, order, direction, or award mandatory or injunctive provisions or any other type of relief or remedy that is appropriate.

37.03.4 Failure of the Company or Union to comply with the decision, order, direction or award of the impartial arbitrator shall allow the other party to be free to take such action as is necessary to insure compliance with a decision, or award as it may elect.

37.04 The expenses and the fees of the arbitration shall be shared equally by the parties.

ARTICLE 38. – ETHNIC DIVERSITY & CULTURAL ISSUES

38.01 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.

38.02 The Company is committed to improve its ability to communicate with employees who do not communicate in English. To that end the Company agrees: a) It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

38.03 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.

38.04 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 39. – PROTECTION OF IMMIGRANT WORKERS

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

1. 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.
2. 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.

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

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

39.03 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:

39.04 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.

39.05 **Company Actions:**

39.05.1 The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.

39.05.2 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.

39.05.3 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.

39.05.4 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 40. – SEXUAL HARASSMENT

40.01 The Union and the Company recognizes the problem of sexual harassment in the workplace and are committed to ending it. Sexual harassment shall be defined as: unnecessary physical contact, touching or patting, suggestive and unwelcome remarks, jokes, comments about appearance and deliberate verbal abuse, leering and compromising invitations, use of pornographic pictures at the workplace, demands for sexual favors and physical assault. Grievances under this section will be handled with all possible speed and confidentiality.

ARTICLE 41. – RESPECT AND DIGNITY

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

ARTICLE 42. - SICK LEAVE

42.01 All Employees covered by this Agreement who have been continuously employed by their Company for the period of at least one (1) year shall be entitled to a total of three (3) days' sick leave with pay per year. Sick leave will be accrued at the rate of 1/4 day per month commencing after completion of one (1) year seniority. Such sick leave pay shall commence in accordance with the following schedule:

<u>TYPE OF DISABILITY</u>	<u>PAID SICK LEAVE COMMENCES</u>
• Non-work related	Second working day paid.
• Work related disability & Immediate Hospitalization or Outpatient Surgery Required	First working day paid.

42.02 If the Company so desires, he may require reasonable proof of disability. Falsification of sick leave claims or proved abuse of sick leave privileges may be cause for discharge or disciplinary action.

42.03 Subject to the following paragraph, full pay shall mean three (3) eight (8) hour days' pay at the Employee's regular straight time hourly rate for those days which the Employee would have worked had the disability not occurred. The waiting period herein provided before sick leave pay commences shall apply for each disability in case the sick leave benefit allowance has not been used up in previous disabilities.

42.04 Sick leave pay shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an Employee, shall not

exceed one hundred percent (100%) of the Employee's regular daily wage at straight time. If the sick leave pay allowable to an Employee hereunder when so combined with any such State disability daily benefits received by the Employee exceeds one hundred percent (100%) of his regular daily rate at straight time, for any one (1) day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the Employee by reason of such reduction shall be retained in the Employee's sick leave account as a part of his accumulated sick leave pay credits.

42.05 Unused sick leave benefits in any one (1) year shall accumulate from year to year to a maximum of nine (9) days.

42.06 Sick leave credit shall continue to accumulate during periods of sickness, injury, temporary layoff or leave of absence. However, after nine (9) consecutive working days of absence all credit shall cease and Employee's accumulated sick leave shall be pro-rated during such periods of absence.

42.07 The Company will comply with all applicable local, State, and Federal ordinances that may apply.

SECTION 43. -LEAVE OF ABSENCE

43.01 All bargaining unit employees shall be eligible for Family Medical Leave/FMLA and California Family Rights Act/CFRA Leaves of absence as required by city, county, state and federal law.

43.02 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.

43.03 All bargaining unit employees will be eligible for the current federal military leave law.

ARTICLE 44. - DURATION OF AGREEMENT

44.01 This Agreement shall be in effect from January 30, 2021 through January 27, 2024, and shall continue in effect from year to year thereafter unless notice in writing is given sixty (60) days prior to the expiration date, by either party, that such party intends to terminate. Failure by either party to give such notice shall be deemed to be consent to a renewal of this Agreement for a period of one year from the termination date.

44.02 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 a new Agreement is signed. Either party may terminate the extension of this Agreement ten (10) calendar days after notification of termination. All benefit and wage improvements will be retroactive to the original expiration date.

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

ARAMARK Uniform and Career Apparel
San Diego, California



Roel Cortez
Director Labor Relations

Date: 8/25/21

WORKERS UNITED
Western States Regional
Joint Board, Local 52



Maria Rivera
Regional Manager

Date: 9/8/21

SCHEDULE A - WAGE SCALE

Hourly Rates of Pay	Effective	Effective	Effective
	1 st Saturday Post Ratification July 2021	1/29/22	1/28/23
Depot Lead	\$18.00	\$18.35	\$18.70
All other Employees	\$16.50	\$16.85	\$17.20

All employees employed at the time of ratification, shall receive the following lump sum payments.

- The 2nd pay period of December 2021 - \$300.00
- The 2nd pay period of December 2022 - \$300.00
- The 2nd pay period of December 2023 - \$300.00

Seniority Progression:

As of date of ratification, employees shall receive the following seniority progression increases when they reach the specified years of seniority in accordance with the below listed schedule during the term of this Agreement:

- Over 5 Years of Seniority - \$0.15 per hr.
- Over 10 Years of Seniority - \$0.20 per hr.
- Over 15 Years of Seniority - \$0.25 per hr.
- Over 20 Years of Seniority - \$0.30 per hr.
- Over 25 Year of Seniority - \$0.35 per hr.

Inexperienced employees shall be paid seventy-five percent (75%) of the classification rate in which they work for the first thirty (30) days of employment; eighty-five percent (85%) of the classification rate in which they work for the second thirty (30) days of employment; ninety percent (90%) of the classification rate in which they work for the third thirty (30) days of employment. Thereafter they shall be paid the classification rate in which they work.

General Provision

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