

AGREEMENT

By and Between

ARAMARK UNIFORM AND CAREER APPAREL
Of
Sacramento, Reno, Redding, and Chico
California
(SACRAMENTO GROUP)

PRODUCTION

and

**WESTERN STATES REGIONAL JOINT BOARD
WORKERS UNITED LOCAL 75**

Covering the period from
April 10, 2021 to and including April 5, 2024

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AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April, 2021, by and between Aramark Uniform Career Apparel LLC a Delaware Corp, Plant 506d Redding, CA; Plant 506c Chico, CA; Plant 686 & 506 Sacramento, CA; and Plant 506b Reno, Nevada, parties of the First Part, hereinafter referred to as the “Company” and the Western States Regional Joint Board, Local 75, Party of the Second Part, hereinafter referred to as the “Union”.

WITNESSETH:

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company, except: drivers, salespeople and engineers; also excepting managers, superintendents, foremen or foreladies with the duty to hire and fire and who do work under any of the job classifications set forth in Schedule “A” for less than one-half of the working time of the plant in any week. Also excluded are owners, not to exceed two (2) in any plant, who may work at any job full time.
- 1.02 Whenever the Company finds it necessary to outsource or subcontract any additional work of the bargaining unit and such would result in a loss of jobs within the bargaining unit, the Company shall advise the Union Manager of its intent two weeks prior to any change. Upon the request of the Union Manager to the Company, the parties will meet to discuss: 1) The cost effectiveness, customer service requirements, quality, and capacity of the facility(s); 2) regulatory restrictions; and 3) the stability of the workforce. In an effort to reach a balance of the needs of the business and the concerns of the bargaining unit.
- 1.03 In the absence of an Agreement related to the outsourced or subcontracted work, as identified in “1.02” above, the Union reserves the right to grieve the bargaining unit work issue.

ARTICLE 2 - UNION MEMBERSHIP

- 2.01 Membership in the Union shall be a condition of employment on and after the 31st day following the beginning date of employment or the effective date of this Agreement, whichever is later, and continued membership in good standing shall also be a condition of employment. Newly hired employees who are not members of the Union shall complete membership within thirty-one (31) days from the beginning date of employment.
- 2.02 When new or additional employees are needed by the Company, the Company shall first notify the Union of the number of employees and classifications needed in order that they may be interviewed. If the Union is unable to furnish an applicant

- for the vacancy requested by the Company, the Company shall have the right to hire from outside sources.
- 2.03 Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, non-membership in the Union, Union membership, by-laws, rules, regulations, constitutional provisions or in other aspects or obligations of Union membership policies or requirements.
- 2.04 The Company shall have the right to reject any applicant referred to him by the Union. The Company, upon request from the Union, shall give his reasons for refusing to accept said applicants. The Union in referring applicants, and the Company in hiring any employee, shall give preference of employment to applicants previously employed in this industry in the local area in which they apply for work.
- 2.05 The Company agrees to notify the Union, in writing, upon forms to be supplied by the Union, of all new employees hired within seven (7) days following the beginning date of employment, furnishing the Union with the employee's name, address, social security number, and the date of employment of each new employee.
- 2.06 The Company also agrees that, upon notice in writing by the Union, any employee who is not in good standing with the Union in accordance with this Section, he/she shall be removed from the Company's payroll within seven (7) days from receipt of said notice.
- 2.07 The parties to this Agreement will post, in places where notice to employees and applicants for employment are customarily posted, a copy of this Section and any and all other provisions relating to this matter.
- 2.08 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.
- 2.09 The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of, or by reason of, action taken or omitted by the Company in reliance upon authorization cards for the deduction of Union dues and fees.
- 2.10 It is understood and agreed that the right of discharge shall rest in the discretion of the Company provided 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 employee. If any employee feels that he/she has been unjustly discharged, the employee may have his/her grievance brought to the Adjustment Board by the Union for consideration and final disposition.

ARTICLE 3 - HOURS OF WORK

3.01 Eight (8) consecutive hours, excluding the one-half hour unpaid lunch period, shall constitute the regular shift or work day. The Company shall establish employees' starting times and pay shift premium in addition to the regular rate for the employee's classification for all hours worked when the starting time falls within the shift starting time range shown on the following schedule:

SHIFT	STARTING TIME RANGE	SHIFT PREMIUM
	<u>Regular Shift Schedule</u>	<u>Per Hour</u>
First	5:00 a.m. to 10:00 a.m.	\$.00
Second	10:00 a.m. to 2:00 p.m.	\$.05
Third	2:00 p.m. to 6:00 p.m.	\$.10
Fourth	6:00 p.m. to 11:00 p.m.	\$.15
Fifth	11:00 p.m. to 5:00 a.m.	\$.20

Any employee starting during the Starting Time Range shall receive the Shift Premium for all hours worked until the employee quits for the day.

3.02 **Work Week:** Forty (40) hours, consisting of five (5) consecutive eight (8) hour days from Monday through Friday or Tuesday through Saturday, shall constitute the regular straight-time work week, except as provided in sub-Section "C" below.

3.03 **Holiday Weeks:** The Company may require employees to work on other than consecutive days during a week in which a holiday falls. In such event, the employee shall receive the regular straight-time rate of pay except for work performed on Saturday, which shall be at time and one-half (1-1/2).

3.04 If an employee, for reasons of his/her own (except for an illness for which the Company may require medical certification) has not worked his/her full scheduled work week although the Company has made work available to the employee, then, when requested by the Company to work on Saturday or the employee's regular day off, he/she shall do so at the regular straight-time rate of pay.

3.05 A meal period of not less than thirty (30) minutes nor more than one (1) hour on the employee's own time shall be established at approximately midpoint of each shift.

3.06 All employees instructed to report for work and who do report Monday through Sunday shall be guaranteed four (4) hours of work or pay for same; however, if due to circumstances beyond the Company's control, such as plant breakdown,

power failure, floods, etc., no work is performed by the employee, then the employee shall receive only two (2) hours' straight-time pay as "Show-up Pay", except that if the shutdown is due to energy crisis problems, the Employee shall be obligated to pay only for actual hours worked.

3.07 **Utility Employees:** Only employees spending all of their work time for the Company as Utility Employees shall be subject to the following:

- A. The straight-time workday for Utility Employees shall consist of eight (8) consecutive hours, meal time excepted, worked at any time during the twenty-four (24) hour day to be designated by the Company.
- B. The straight-time workweek for Utility Employees shall consist of any five (5) work days during the calendar week. However, the Company shall designate two (2) regular days off, and if the Utility Employee is required to work on those days off, he/she shall be paid for such work on such days at one and one-half (1-1/2) times the regular straight-time rate of pay for work on the sixth (6th) day and double the regular straight-time rate of pay for work on the seventh (7th) day.
- C. Overtime: Overtime shall be paid the Utility Employee at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay for all work performed in excess of eight (8) hours in any one day, forty (40) hours in any work week, and work performed on the employee's regular scheduled days off. The Utility Employee shall be paid at double-time for work on the seventh (7th) consecutive day.

3.08 The Company may employ as much as ten (10%) of the full-time seniority list at any facility as part-time workers. The Company may assign part-time employees to part-time work weeks of twenty (20) hours or less consisting of workdays of not less than four (4) hours nor more than eight (8) hours, Monday through Friday or Tuesday through Saturday. However once a part-time employee has worked five hundred (500) hours, he/she will become a full-time bargaining unit employee. Part-time employees shall receive pro-rata holiday pay calculated as hours worked in the thirty calendar days preceding the week in which the holiday occurs divided by 173.

The Company shall file via email and or confirmed delivery to the Local Union office, by the fifteenth (15th) day of the following month, with the name and job(s) held by all part-time employees indicating their status as identified above. Part-time employees not so filled shall be considered as full-time employees for all purposes.

ARTICLE 4 - INTERMITTENT PERIODS OF WORK

- 4.01 There shall be no intermittent periods of unemployment during any one day except for breakdown. In cases 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.
- 4.02 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.

ARTICLE 5 - OVERTIME

- 5.01 Overtime at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay shall be paid to all employees covered by this Agreement under the following conditions.
 - A. For all work performed in excess of eight (8) hours on any one shift;
 - B. For all work performed in excess of forty (40) hours in any one week;
 - C. For any work performed in excess of five (5) consecutive hours without an opportunity being given to the employee to eat lunch;
 - D. For all work performed on Saturday and for all work performed on their regular day off except as noted in paragraph "D" of Article 3 above.
- 5.02 Overtime at the rate of two (2) times the regular straight-time rate of pay shall be paid to all employees covered by this Agreement if they perform work on Sunday.
- 5.03 In the event the Company wants the employees to work overtime, the employees will be given notice before lunchtime that overtime is to be worked. In the event the Company wants employees to work on the paid holiday, the employees shall be notified three (3) days preceding the holiday. If the Company complies with the notice requirements of this paragraph and an employee does not work, said employee shall be subject to disciplinary action; however, if the Company does not comply with the notice provisions of this paragraph and an employee does not work, said employee shall not be subject to disciplinary action.
- 5.04 Effective July 1, 2012 employees will have a maximum requirement of two (2) hours of overtime during any single shift. However, if the reason for the overtime is due to equipment breakdown, acts of God or other emergency, the aforementioned two (2) hour maximum shall not apply. This provision shall not prevent voluntary overtime in excess of two (2) hours.

ARTICLE 6 - WAGES

- 6.01 All employees covered by this Agreement shall be paid at not less than the scale of wages shown in Schedule "A" attached hereto and made a part hereof.
- 6.02 Wages shall be computed on an hourly basis and shall be paid not later than the quitting time of the employee's shift on Friday of the week following the week in which the work was performed. The pay period shall be defined as Saturday through Friday. Pay for any fraction of an hour will be rounded off to the nearest tenth (10th) of an hour for computation purposes.
- 6.03 No employee shall suffer a reduction in wages through the adoption of this Agreement.
- 6.04 An employee temporarily changed from a higher paid job classification to a lower paid job classification, or vice versa, shall be paid at the rate of the higher classification during the day in which the change from one classification to another takes place.
- 6.05 Employees required to work on new types of equipment or new processing techniques shall be included in the bargaining unit. A representative of the Union and the Company will meet to establish a rate for such work.

ARTICLE 7 - TRAINEES

- 7.01 A Trainee is an employee who has less than ninety (90) days of experience in the industry.
- 7.02 No journey person shall be laid off and a beginner allowed to take his or her place, nor shall a beginner perform the duties of a journey person who has been laid off.
- 7.03 The proportion of trainees shall not be more than one (1) trainee up to three (3) journey persons employed in each plant.

ARTICLE 8 - HOLIDAYS

- 8.01 The following holidays shall be recognized as paid holidays and paid for at eight (8) times the employee's straight-time rate of pay (pro-rata for part-time employees) regardless of the day of the week on which they fall: **New Year's Day, Memorial Day (fourth Monday of May), Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and two (2) Floating Holidays.** For those employees who have completed twenty (20) years or more of service, one (1) additional paid Floating Holiday will be granted per year.

Employees shall request their earned Floating Holidays at the time of vacation selection. Thereafter, employees will request no less than twenty-one (21) calendar days in advance of the desired day(s) utilization. Such requests will be made via written request form provided by the Company. The Company will provide a written response within fourteen (14) calendar days of receiving the

aforementioned request. THERE SHALL BE NO CARRY-OVER OF FLOATING HOLIDAYS. In cases where employees have followed the aforementioned process and such requests have been denied on two (2) separate occasions during the first nine (9) months of the calendar year and further requests were denied, said employee(s) will be paid out their Floating Holiday(s) on December 31st of that year.

- 8.02 The above holidays shall be paid provided the employee qualifies under the following conditions:
- A. The employee has been a member of the bargaining unit and worked the first day in the calendar month in which the holiday falls.
 - B. The employee must have been on the payroll of the Company for the thirty (30) day period immediately preceding the holiday. This sub-section shall not apply to employees transferring within the bargaining unit.
 - C. The employee shall have worked, if requested by the Company, all of the hours scheduled for work on the last regularly scheduled work day preceding the holiday and the next regularly scheduled work day following the holiday as well as working all of the hours of work scheduled for the week in which the holiday occurs, if requested to work by the Company, unless the employee is off with a bona fide illness for which the Company may ask for doctor's certification.
- 8.03 No work shall be performed on New Year's Day, Thanksgiving Day and Christmas Day. Employees may work on Labor Day on a voluntary basis if requested to do so by the Company, in which event they shall receive double their straight-time rate of pay for all hours worked in addition to holiday pay if eligible for same in accordance with 8-B above.
- 8.04 If work is scheduled on Memorial Day, or the Fourth of July, and the employee is ordered to report on these days and fails (except for an illness for which the Company may require medical certification) or refuses to report for work on these days, the Company shall not be required to pay the employee for those holidays when no work is performed. However, if on the Friday before the holidays, the Monday after the holidays (not to include the Monday following a Monday holiday), or during the holiday weeks, a regular employee is off work because of a bona fide sickness or other reason approved by the Company, then said employee shall be paid for the holidays.
- 8.05 When an employee has qualified for paid holidays as set forth above, and when work is performed on these holidays, the employee shall be paid time and one-half (1-1/2) the regular straight-time rate of pay for such hours as are worked plus eight (8) hours' pay for the holidays as provided for above, and the employee shall be paid at the rate of pay for all work performed in excess of eight (8) hours on those holidays.
- 8.06 Where an employee has not qualified for pay on holidays as set forth immediately above, and where the employee is required to work on any of these holidays,

he/she shall be paid at the rate of two (2) times the regular straight-time rate of pay for such time as the employee may work.

- 8.07 It is agreed that in cases of emergency or Acts of God, the premium rates referred to in sub-sections "E" and "F" above shall be reduced by one-half (1/2) the straight-time rate of pay. As used in this sub-section, the word "emergency" shall be understood to be an event or occurrence beyond the control of the Company which affects an entire department or plant (not a single piece of equipment).
- 8.08 When any of the above-named holidays falls on Sunday, the following Monday shall be observed as the holiday.

ARTICLE 9 - VACATIONS

- 9.01 All employees covered by this Agreement, who have been employed by the Company for one (1) year or more shall be entitled to a vacation with pay provided:
 - A. Employees must have worked not less than fifteen hundred (1500) hours in the first year of employment. (Paid holidays and vacation time shall count as time worked for the purposes of qualifying under the foregoing sentence). A year of employment shall be the twelve (12) months dating from the day the employee first entered upon his/her employment or re-entered after a lapse of employment.
 - B. For those employees who have worked one (1) year or more but less than three (3) years, the vacation shall be equal in length to 40 hours' pay (one week) for the time worked in the previous employment year.
 - C. For those employees who have worked three (3) or more years but less than eight (8) years, the vacation shall be equal in length to 80 hours' pay (two weeks) for time worked in the previous employment year.
 - D. For those employees who have worked eight (8) or more years but less than twelve (12) years, the vacation shall be equal in length to 120 hours' pay (3 weeks) for the time worked in the previous employment year.
 - E. For those employees who have worked twelve (12) or more years, the vacation shall be equal in length to 160 hours' pay (4 weeks) for the time worked in the previous employment year.
 - F. The rate of pay shall be the employee's straight-time rate of pay at the time of taking the vacation or, if the employee has been transferred from one job to another carrying different rates of pay in the ninety (90) day period immediately preceding the date of taking the vacation, the employee's rate of pay shall be the average straight-time rate of pay of that employee during the said ninety (90) day period.
- 9.02 Pay in lieu of vacations shall not be granted. The Company shall post a vacation schedule on or before November 1st for all employees, granting employees with the most seniority preference on a departmental basis. Employees must state their preference for vacation by December 31st or they shall lose their seniority

preference for such vacation periods. Any change in the vacation schedule as posted must be made with the Company's consent. The Union will be provided the final vacation schedule no later than January 15th.

- 9.03 Employees who have been terminated shall be entitled to be paid for all unused accrued vacation benefits.
- 9.04 For the purpose of this Agreement, "good cause" as used in this Section shall mean failure or refusal to carry out proper instructions, drunkenness, theft, malicious mischief, or similar acts.
- 9.05 If an employee requests it not less than twenty-four (24) hours before leaving on vacation, the employee shall be granted vacation pay allowance before leaving on vacation.
- 9.06 If the Company instructs or agrees for an employee to take his/her vacation at such time that one of the paid holidays, provided for herein, should occur during that vacation period, then the Company shall pay to that employee that amount due for the paid holiday in addition to the vacation allowance. However, if the employee demands the vacation at such time that one of the paid holidays, provided for herein, occurs during such vacation period, then the employee will not be entitled to pay for that holiday as such.

ARTICLE 10 - UNION REPRESENTATION

- 10.01 The President and/or the Business Representative and any duly authorized officer of the Union shall be allowed to visit the Company's plant at any time during working hours; however, he must notify the office of his intent to enter the plant and shall have access to timecards and pay checks for work performed by any member of the Union. Such visits shall not interfere with production.
- 10.02 It is agreed that the Union may select not to exceed five (5) in the Sacramento facility and three (3) in the Redding facility employees in the plant to be duly accredited representatives of the Union, to be known as Shop Stewards.
- 10.03 The Company shall be given written notice of the names of said Stewards. Stewards shall not be discriminated against for any activities in or representing the Union.
- 10.4 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 twenty (20) minutes, within two (2) weeks of each new employee's date of hire. Such orientation will be scheduled in consultation with the Union Representative and Shop Steward.

ARTICLE 11 - NO STRIKE/NO LOCKOUT

- 11.01 The Union will not call any strike of its members in sympathy with other organizations of labor unions sanctioned by the Executive Board of this Union, Joint Council of Teamsters No. 38, or Western States Regional Joint Board, Local

75, and that its members will faithfully perform their duties toward the Company employing them under this Agreement to their best ability throughout the life of this Agreement.

- 11.02 The Company agrees that there will be no lockouts during the term of this Agreement. Shutdowns, layoffs or curtailments brought about by economic conditions, operational requirements, disasters, governmental regulation or order, or other conditions beyond the Company's control shall not be considered lockout or a violation of this Agreement.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is the length of service of an employee since the most recent date of hire with the Company. Employees shall not attain seniority until the completion of ninety (90) days of employment. Upon completion of ninety (90) days of employment, the employee's seniority date will be the initial date of hire. The Company and the Union recognize the seniority shall apply as indicated in Section B. An employee shall not have access to the grievance procedure as set forth in this agreement until seniority is attained.

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

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

If, as between two employees, factors one and two above are equal, then factor number three shall govern. Seniority shall be the determining factor with regard to an employee(s) preference of vacation and floating holiday selection offered in seniority order, however, there shall be no "bumping" junior employees when vacation or floating holidays have been awarded in the aforementioned process, as well as, overtime within a shift and a department, which shift they work within a department, except in cases of training periods or other temporary situations.

- 12.03 All permanent bargaining unit vacancies, job openings or promotions, except lead positions will be posted in a location accessible to all employees. Postings will remain up for at least three (3) working days.

- 12.04 The Company will not hire new part-time or new full-time employees, while seniority employees are on lay-off. However if said employees have been offered part-time work, but prefer not to work less than full-time, the Company may hire new part-time employees.

- 12.05 Seniority shall be terminated by any of the following:

- A. Resignation;
- B. Discharge for just cause;
- C. Unemployment by reason of non-industrial illness for over six (6) months;
- D. An employee who is absent due to an industrial accident or illness shall maintain his/her prior seniority and be eligible for rehire in accordance with State and Federal laws;
- E. Failure to report on recall from layoff within two days of notice sent by return-receipt certified mail to the employee's last address;
- F. Layoff in excess of six (6) months for employees with five years or less seniority within the bargaining unit. Or Layoff in excess of twelve (12) months for employees with more than five (5) years seniority within the bargaining unit.
- G. Is absent from work three (3) consecutive working days without notification to the Company, unless the employee cannot notify the Company because s/he is incapacitated by a medical emergency.
- H. The Union will be notified of any lay-off of employees in writing. The notification will include the name, seniority date of the employee(s) being laid off.

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

ARTICLE 13 - SICK LEAVE

13.01 No Employee with more than thirty (30) days' employment will lose seniority because of absence due to sickness if said absence is not in excess of 180 calendar days and if said employee returns to work within seven (7) calendar days after receiving a doctor's release to work. The Company must return the employee to work within (7) calendar days after he has been notified by the employee that said employee has been released to work by a doctor.

ARTICLE 14 - SICK LEAVE PAY

14.01 Employees with more than one (1) year of continuous employment with the Company shall earn sick leave pay at the rate of one-half (1/2) day's pay per month providing the employee has no unexcused absences during the month and providing the Company notifies the Union of all unexcused absences immediately following their occurrence. Employees shall be eligible for sick leave pay providing they are declared eligible for UCD benefits (after seven days of illness) or on the first day if hospitalized.

TYPE OF DISABILITY

Non-work related disability:

Work related disability:

PAID SICK LEAVE COMMENCES

Second (2nd) working day lost.

Second (2nd) working day lost.

Immediate hospitalization or
outpatient Surgery required: First (1st) working day lost.

- 14.02 Sick leave may be accumulated from year to year to a maximum of twenty (20) days.
- 14.03 Subject to the following paragraph, full pay shall mean five (5) 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.
- 14.04 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 on hundred percent (100%) of the Employee's regular daily wage at straight time. If the sick leave pay allowance 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/her 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 any such reduction shall be retained in the Employee's sick leave pay account as a part of his accumulated sick leave pay credits.
- 14.05 If the Company so desires, he may require reasonable proof of disability. Falsification of sick leave claims or proven abuse of sick leave privileges may be cause for discharge or disciplinary action.
- 14.06 The Company agrees to provide Employees who utilize paid sick leave with the current status of their sick leave credits. There shall be no cash-out of unused accumulated sick leave credits at any time.
- 14.07 Sick leave credit shall continue to accumulate during periods of sickness, injury, temporary layoff or leave of absence. However, after sixty (60) consecutive working days of absence, all credit shall cease and Employee's accumulated sick leave shall be pro-rated during such periods of absence.
- 14.08 Employees with a full bank of sick leave day's accrual (20 days) shall be eligible to receive payment from the first day of sickness or illness.

ARTICLE 15 - INCENTIVE PAY AND/OR STANDARDS

- 15.01 Any incentive, piece rate, minimum standards, or any plan of bonus payment now in effect shall continue in effect without change except by mutual agreement in writing between the Company and the Union.

15.02 In the event the Company should desire to install a wage incentive, piece rate, or other bonus system of payment, such method of payment must guarantee to each worker hourly earnings not less than those shown in the Wage Schedule attached hereto, and such plan of payment or minimum standards shall be installed only after agreement between the Company and the Union.

ARTICLE 16 – DISCRIMINATION

16.01 The parties to this Agreement agree there shall be no discrimination against any employee or any applicant for employment because of race, color, religion, sex, age, or national origin, Vietnam Era Veteran status, disability or any other class protected by state or federal law or regulation. This obligation not to discriminate includes, but is not limited to: hiring, placement, upgrading, transfer or demotion; recruitment, advertising or solicitation for employment; training during employment; rates of pay or other forms of compensation; selection for training, and layoff or termination.

16.02 The Company and the Union acknowledge their obligation to bargain over accommodations in wages, hours and working conditions proposed to maintain non-discrimination in employment but which are inconsistent with the terms and conditions set forth in this collective bargaining agreement.

ARTICLE 17 - CHARITY

17.01 The Union shall and hereby agrees to conduct and handle any and all campaigns and drives for charitable purposes among its membership in such instances as it deems advisable, but in no event shall the Company carry on any charitable campaign among the employees without the approval of the Union.

ARTICLE 18 - UNIFORMS

18.01 If the Company requires an employee to wear a uniform or a specific type of clothing, then the Company shall furnish such garments and launder or clean the same without cost to the employee.

ARTICLE 19 - WORKING RULES

19.01 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. Such rules and regulations shall be posted by the Company on a bulletin board located in such a position that all employees may become familiar with such regulations or in writing and signed by the employees. Any changes will be posted for a period of not less than fifteen (15) calendar days prior to the change, except in safety sensitive issues. The Union will be contacted as soon as possible. However, said contact will not restrict implementation of any safety sensitive issues.

ARTICLE 20 - BULLETIN BOARDS

20.01 It is agreed that suitable bulletin boards will be installed by the Company near the time clock or another appropriate place. These bulletin boards are also for the use of the Union in posting notices and other official Union matters.

ARTICLE 21 - TIME RECORDS

21.01 Time records shall be maintained by the Company for all employees for the purpose of recording time worked. These records shall show the actual time the employment begins and ends each day as well as the time out for meal periods, the hours worked in each day, and the total hours worked for the pay period.

21.02 Time clocks with suitable time cards or other adequate timekeeping records shall be provided by the Company. Where time clocks are installed and time cards are to be punched, they must be punched by each individual employee in accordance with the Company's instructions.

21.03 Where an incentive plan is in operation, the Company shall provide the employee with a record of his/her productivity for the day if the plan is on a daily basis, or for the week if it is on a weekly basis. These records may be furnished to the employee by means of a bulletin board or individual reports.

21.04 All records showing hours of employment, starting and quitting time, and records of productivity where an incentive plan of compensation is in effect, shall be made available to the accredited representative of the Union when requested by the Union during regular business hours.

21.05 The Company shall furnish or make available to the Union representative a suitable place for the purpose of inspecting such records, and such records shall not be removed from the business establishment of the Company.

ARTICLE 22 - HEALTH AND INSURANCE PLAN

22.01 The Company shall contribute to the Amalgamated National Health Fund the sum designated by the Trustees per month per eligible employee for the purpose of providing health insurance for eligible employees. Increases in Company contributions to maintain benefits shall be limited in accordance with Article 26, "Maintenance of Benefits".

22.02 An eligible employee is one who is on the payroll of the Company on the first day of each calendar month provided, however, that where new employees are hired who are not members of the bargaining unit, the first payment due shall be on the first day of the first calendar month following the employee's first thirty (30) calendar days of employment.

22.03 All premiums due shall be payable not later than the tenth (10th) day of each calendar month.

- 22.04 The Company shall be subject to the provisions of the presently existing Insurance Trust and the action of the Trustees in reviewing and/or amending the provisions of such Trust on all matters with the exception of contribution rates which are covered above.
- 22.05 The Company agrees that if it becomes necessary in the discretion of the Trustees to take any legal steps to collect the above referred-to subscription during the term of this Agreement for any reason whatsoever, the Trustees may collect from the Company in any such legal proceedings, besides all amounts due hereunder, all costs involved in any such acts, and a reasonable amount for attorney's fees to be fixed by the appropriate court.

ARTICLE 23 - PRESCRIPTION DRUG BENEFIT PLAN

- 23.01 The Company shall contribute the sum designated by the Trustees per month per eligible employee into the Amalgamated National Health Fund to provide prescription drug benefits for eligible employees. Increases in Company contributions shall be limited in accordance with Article 26, "Maintenance of Benefits". The eligibility and computation requirements of such payments are to be on the same basis as the current Health and Insurance Plan as provided in Article 22-B, C, D and E.

ARTICLE 24 - VISION CARE

- 24.01 The Company shall contribute to the Amalgamated National Health Fund the sum designated by the Trustees per month per eligible employee to provide vision care benefits for eligible employees. Increases in Company contributions shall be limited in accordance with Article 26, "Maintenance of Benefits". The eligibility and computation requirements of such payments are to be on the same basis as the current Health and Insurance Plan as provided in Article 22.02, 22.03, 22.04 and 22.05.

ARTICLE 25 - DENTAL PLAN

- 25.01 In the event the employee(s) determine to self-pay for the Union's dental plan, if provided the appropriate documentation, the Company will deduct from the employee(s) wages the required amount to provide for said care. The Company will remit said deductions to Amalgamated National Health Fund no later than the tenth (10th) day of each calendar month.
- 25.02 The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of, or by reason of, action taken or omitted by the Company in reliance upon authorization cards for the deduction of Union dues and fees.

ARTICLE 26 - MAINTENANCE OF BENEFITS

26.01 The Company/Employee portion of the total premiums share shall be as follows:

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

All employees will be enrolled in the Food Service Plan. Eligibility and computation requirements of such payments are as provided in Article 22.2, 22.3, 22.4 and 22.5.

Employee portions of the Health and Welfare will be deducted from their pay on a weekly basis.

Total premium costs in excess of the following will be paid by the employees:

- April 1, 2021 - \$892.00
- April 1, 2022 - \$937.00
- April 1, 2023 - \$984.00

26.02 Cadillac Tax: The parties agree that the Company shall not be obligated, in 2018 or beyond, to pay any excise tax under Internal Revenue Code Section 40801 associated with the terms of the coverage provided to collective bargaining unit employees under this agreement. Should any such excise tax be imposed, the parties will meet prior to said tax is scheduled to be imposed to review options that would not involve such excise tax penalty. In the absence of the parties being unable to reach an agreement to such an option, the Company may, in its sole discretion, take any steps necessary to avoid the tax, penalty, surcharge or other costs under the Patient Protection and Affordable Care Act or other applicable law, including but not limited to:

- A. Deducting the amount of such excise tax from employees' monthly income; or offering employees subject to the agreement the opportunity to enroll in a Company benefits plan that will not incur any taxes or penalties pursuant to Internal Revenue Code Section 40801 and immediately cease any and all Company contributions to the plan identified in this CBA.

ARTICLE 27 - OPTIONAL MEDICAL-DENTAL SPOUSE/DEPENDENT COVERAGE

27.01 The Company agrees to administer one periodic automatic payroll deduction to enable employees eligible for Amalgamated National Health Fund benefits to enroll and participate in a single plan sponsored by the Union by which an employee may voluntarily obtain similar benefits for the participating employee's spouse and dependents. **As identified in Article 26 above.** The Company will remit payroll

deductions in the amount and as directed by voluntary written authorizations provided by each employee. The Company expressly rejects all financial and fiduciary liabilities for administration of the plan or plans in which employees enroll.

ARTICLE 28 - PENSION PLAN

28.01 Effective June 1st 2020, the Company hereby agrees to contribute to the National Retirement Fund (NRF) \$125.15 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	\$130.85
6/1/2022	\$136.82
6/1/2023	\$143.06

28.02 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 contribution rates, which are covered above.

28.03 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 29 - GRIEVANCE PROCEDURE

29.01 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 Article. Any grievance or dispute between the Company and the Union or an employee or employees, arising under, out of, or in connection with or relating to the application or interpretation of a specific Article or paragraph(s) of this Agreement shall be taken up in accordance with the following steps:

Step 1 The aggrieved employee (and, at the request of the employee, their Union Steward) shall discuss the matter orally with the employee’s immediate supervisor within fourteen (14) calendar days from the time in which the

action being grieved occurred, or within fourteen (14) calendar days from the date the grievance should reasonably have been known to the aggrieved employee, and if the grievance is not satisfactorily disposed of, then;

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

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

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

29.03 Mediation Option: If a grievance is not resolved after the procedures in Step 3 have been completed, the parties, by mutual agreement, may refer the matter to non-binding FMCS Mediation. Mediation hearings shall be conducted within 30 calendar days of the mutual agreement to utilize the mediation option. The mediation hearing shall be attended by at least one (1) Company representative and at least one (1) Union representative, plus the FMCS Commissioner who shall act as Chairperson and mediate the dispute in an attempt to have the parties reach a settlement.

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

29.04 Arbitration: In the event of the failure of the parties to agree as to how the grievance or dispute should be adjusted, and arbitration has been requested, the parties shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which the parties may select the arbitrator by alternatively striking

a name. The first to strike shall be determined by a flip of a coin. The arbitrator left after six (6) names have been struck will be designated as arbitrator.

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

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

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

ARTICLE 30 - WARNING NOTICE

30.01 No employee shall be discharged without receiving progressive discipline for poor production. Progressive discipline shall consist of: 1) Verbal Warning; 2) 1st Written Warning; 3) 2nd Written Warning, which may include an unpaid Suspension; and 4) Termination. Progressive Disciplinary action shall be separately maintained in two categories as follows: 1) Production / Job Performance; and 2) Attendance, unless the attendance matter is excessive such as, but not limited to, No Call/Show, etc. In the event an employee is suspended pending investigation, the Company will handle such suspension pending investigation in a timely manner, but not to exceed fourteen (14) calendar days, unless the employee(s) is entered into a "paid status" after the fourteenth (14th) day. When a warning notice is given, and there is a Shop Steward in the plant, the Steward will be present when the notice is given to the Employee. A copy of all such warning notices shall be forwarded to the Union, within fourteen (14) calendar days via email, certified mail or overnight confirmed delivery, or will be considered null and void. Terminations based on gross misconduct shall not be considered nullified or voided if the fourteen (14) calendar day notification timeline is not met.

ARTICLE 31 - SUCCESSORS

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

ARTICLE 32 - SAVINGS CLAUSE

32.01 In the event any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such

section, clause or provision shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

ARTICLE 33 - BREAK PERIOD

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

ARTICLE 34 - MANAGEMENT PREROGATIVES

34.01 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, to direct, adjust, increase and decrease the working force, to remove employees, and to maintain discipline shall be vested in the management.

ARTICLE 35 - PRODUCTIVITY

35.01 The Union recognizes that continuing large scale employment at a fair wage can continue only as long as a high level of productivity is maintained within the Company's operation. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Union shall undertake to encourage its members in the attainment of this objective. Increased productivity can be achieved by reducing damage, good care of tools and equipment, a minimum amount of wasted time, careful and economical use of supplies, and in general a positive attitude by each employee. Efficiency of production requires cooperative effort towards finding easier, better and faster ways of performing operations and the ready acceptance of higher productivity bases due to improvement in operations or methods.

ARTICLE 36 WAIVER CLAUSE

36.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by

the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE 37 – SANITATION, SAFETY, VENTILATION AND DRESSING FACILITIES

37.01 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.

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

37.03 Protection from Heat Stress - The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups and electrolyte solutions, to allow easy access by employees for frequent drinking. In hot environments, the Company shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced workloads and rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

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

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

37.06 Protection from Bloodborne Pathogen:

A. Protective Equipment -

For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide, appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee’s clothes, skin, eyes, or mouth, under normal conditions of use. The Company shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

B. 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.

37.07 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.

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

37.09 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 38 - LITIGATION

38.01 In the event any action at law or equity is required to enforce this Agreement or any provision thereof, and in the event the Union prevails in such action, the other party to said Agreement hereby agrees to pay reasonable attorney’s fees and costs of suit.

38.02 The parties further stipulate that this Agreement has been entered into in the County of Sacramento and any litigation involving said Agreement or arising out of said Agreement shall be brought in said County of Sacramento.

ARTICLE 39 - DISCHARGE AND DISCIPLINARY ACTION

39.01 It is agreed that nothing herein shall in any way prohibit the Company from discharging or otherwise disciplining any employee, regardless of seniority, for reasonable cause. Grounds for summary discharge shall include, but not be limited to, drunkenness or drinking or carrying intoxicating beverages, possession, use, sale or distribution of illegal drugs or other controlled substances, dishonesty, infraction of rules, fighting, abuse of machinery or equipment, or insubordination.

ARTICLE 40 - FUNERAL LEAVE

40.01 Each employee shall be entitled to up to three (3) days of absence for the purpose of attending the funeral of an immediate family member. Immediate family member shall be defined to include mother, father, spouse, registered domestic partner, children, adopted children, sister, brother, grandparents, current mother-in-law, current father-in-law, and grandchildren.

40.02 After one (1) year of employment, employees who give reasonable notification to the Company prior to taking funeral time off, and who also provide proof of attendance at the funeral, shall receive eight (8) hours pay at the regular straight-time rate of pay for three (3) days of funeral leave.

40.03 The Company may extend further unpaid leave to all employees where extended travel is required to attend the funeral for a member of immediate family. The employee must attend the funeral.

40.04 This provision does not apply if said employee is on vacation or long-term medical leave or industrial leave.

ARTICLE 41 - OCCUPATIONAL INJURY

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

ARTICLE 42 – ETHNIC DIVERSITY & CULTURAL ISSUES

42.01 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.

- 42.02 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.
- 42.03 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.
- 42.04 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 43 – PROTECTION OF IMMIGRANT WORKERS

- 43.01 Discharge or Suspension of Employees based on information regarding their immigration and or citizenship status.
- A. In the event the Company is legally required to suspend or discharge an employee with one (1) year of service, on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the Company shall provide any such suspended or discharged employee with one (1) year period in which she/he may be reinstated to employment upon the presentation of documentation and or information establishing her/his right to be employed by the Company; provided that this paragraph shall be subject to the applicable seniority, layoff or recall from layoff provisions of this agreement
 - B. Upon her/his reinstatement, any such employee shall be granted the seniority held by
The employee on the date of her/his suspension and or discharge.
- 43.02 In the event that the Company is served with a validly executed Search or Arrest warrant, the Company shall take the following action:
- To the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.
- 43.03 In addition to leaves or other excused absences otherwise permitted under the terms of this Agreement, the Company shall grant employees with leaves or other excused absences for the following purpose:

To attend any appointments scheduled by the INS, U.S. Department of State, or any other government entity with respect to immigration or citizenship status of the employee or member of his or her immediate family.

- 43.04 A. The Company shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law;
- B. The Company shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes names, addresses, and social security numbers;
- C. If an employee requests that the Company change her records regarding her name or social security number, and the Company can lawfully do so, it will do so and such change will not prejudice the employee's seniority or other rights under this agreement;
- D. Should an INS agent demand entry into the Company's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Company shall, as soon as possible, notify the Union by telephone to the Union's office.

ARTICLE 44 – SEXUAL HARRASSMENT

44.01 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 45 – RESPECT AND DIGNITY

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

ARTICLE 46 – EMPLOYEE DONATIONS AND DEDUCTIONS

46.01 The Company will deduct and transmit to the treasurer of Workers United Property Services Civic Engagement Fund (PSCEF) the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions. These transmittals shall occur no later than the twentieth (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.

The Company agrees to allow voluntary payroll deductions for Union Members to participate in the Credit Union sponsored by Workers United. The Company will deduct and forward those monies which Union Members have authorized in writing via an Official Credit Union Form indicating the amount to be deducted per pay period. Provided that the total of such payroll deductions do not exceed two (2) different accounts – not including direct deposit – and the appropriate routing and account numbers are provided on said form.

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 47 – JOINT LABOR – MANAGEMENT COMMITTEES

47.01 There will be established a Joint Labor-Management Committee. The permanent members of the committee shall be representatives of the Local Union and the Company.

47.02 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.

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

ARTICLE 48 - LEAVE OF ABSENCE

48.01 **MILITARY LEAVE** - The Company agrees to abide by Federal law regarding re-employment after military leave.

48.02 **JURY DUTY** – Will be given in accordance with Federal, State, County and Municipal laws.

- 48.03 PERSONAL LEAVE - Employees may request in writing, a personal leave of absence without pay, for personal business and/or emergencies. The Company will not act in a manner that is arbitrarily or capricious by withholding permission for such a leave.
- 48.04 FAMILY AND MEDICAL LEAVE ACT - Leaves of absence granted pursuant to the Family and Medical Leave Act of 1993 shall be administered within guidelines established by the Company and in accordance with the Act. Accrued paid vacation shall not be substituted for FMLA Leave unless the employee requests it.
- 48.05 PROMPT NOTIFICATION - It shall be the employee's obligation to promptly notify the Company of the need to take leave under any of these Sections and to inform the Company of the probable length of the leave.
- 48.06 RETURN FROM LEAVE - Any employee returning from an approved leave of absence shall provide the Company with at least one (1) week's advance notice of the date of his or her return to work. The employee shall have a right to return to work at the start of the Monday shift following notification.
- 48.07 NON-INDUSTRIAL ILLNESS OR DISABILITY - An employee shall be entitled to a leave of absence without pay for up to six (6) months in the case of non-industrial illness.
- 48.08 PROOF OF PHYSICAL DISABILITY - The Company shall require any employee to submit proof of physical disability in order to obtain a leave of absence pursuant to Article 14-E herein. The Company may also require a doctor's certification that employee is capable of fully performing his or her job duties upon a return to work, in accordance with their job description, after any leaves of absence granted.
- 48.09 NO NEW GAINFUL EMPLOYMENT - An employee shall not engage in new gainful employment during a leave of absence or extension thereof.
- 48.10 CONTINUING DISABILITY - An employee on leave of absence from a non-industrial injury or illness, absent for thirty (30) days or more will be required to notify the Company and provide proof of continuing disability at least once every thirty (30) days and at least one week before the end of the approved leave of absence. Failure to provide notification as required shall constitute just cause for disciplinary action, up to and including discharge.
- 48.11 LEAVE CONDITIONS - The time that elapses during an approved leave of absence shall not adversely affect an employee's seniority rights. All leaves described in this Article shall be without pay and without the payment of any fringe benefits except as may otherwise be provided in ARTICLE 14. PAID SICK LEAVE. Time lost during a leave of absence shall not count as time worked during the employee's anniversary year. Any employee desiring to make his or her own contributions for health and welfare and pension coverage may do so by

forwarding the required monthly payments directly to the Union office, provided the trust funds will accept such contributions.

48.12 UNION BUSINESS: An employee shall be allowed time off without pay for the purpose of attending collective bargaining agreement negotiations, arbitrations, NLRB hearings, Company and Union meetings, Union conventions and Union organizing other than Aramark locations. Any employee desiring such leave shall provide advance notice to the Company of not less than three (3) working days, provided that in the opinion of the Company, such absence(s) do not interfere with meeting the needs of the business. The Company shall not be arbitrary or capricious in its assessments of the ability to meet the needs of the business.

48.13 CALIFORNIA FAMILY-SCHOOL ACT: The Company will allow parents, grandparents, and guardians to take off from work to participate in their children's school or child-care activities. The employee may take forty (40) hours per year using up to eight (8) hours in any calendar month.

ARTICLE 49 - TERM OF AGREEMENT

49.01 This Agreement shall be effective on April 10, 2021 and shall remain in full force and effect through April 5, 2024, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of their desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to April 5, 2024. If such notice is not given, this Agreement is to stand as renewed for the following year.

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

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

ARAMARK Uniform Services
Plant Redding, CA
Plant Chico, CA
Plant Sacramento, CA
Plant Reno, NV



Chuck Kellogg
Dir, Labor & Employee Relations

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




Maria Rivera
Regional Manager


Amador Quintero
Union Representative


Virginia Flores, Committee


Iris Mendoza, Committee


Jose Orta Ceja, Committee


Mariela Villagomez,
Committee

SCHEDULE A - WAGE RATES

Classification	<u>4/10/2021</u>	<u>12/18/2021</u>	<u>5/7/2022</u>	<u>4/6/2023</u>
Increase	\$0.25	\$0.35	\$0.30	\$0.20
 <u>GROUP 1</u>				
Iron, Bulk Fold & Stock Room	\$14.67	\$15.02	\$15.32	\$15.52
 <u>GROUP 2</u>				
Soil Unloader, Mat Thrower, Tunnel, Mender, Loader, Load Builder, Distributor	\$14.72	\$15.07	\$15.37	\$15.57
 <u>GROUP 3</u>				
Auto Sort Operator, Utility, Press Operator	\$14.87	\$15.22	\$15.52	\$15.72
 <u>GROUP 4</u>				
Washer	\$15.42	\$15.77	\$16.07	\$16.27

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

Over five (5) years continuous employment:	\$0.05 per hour
Over ten (10) years continuous employment:	\$0.10 per hour
Over fifteen (15) years continuous employment:	\$0.15 per hour
Over twenty (20) years continuous employment:	\$0.20 per hour
Over twenty- five (25) years continuous employment:	\$0.25 per hour

Part-Time Employees:

Part-time employees shall advance on the Trainee pay schedule through the 3rd 30 calendar days and during the 4th 30 calendar days shall be paid 95% of classification rate. After 120 calendar days, Part-time employees shall be paid the full classification rate.

Head Washer and Department Head:

The Company may, at its sole discretion, appoint an employee regularly assigned to a department to serve as Department Head. While serving as Department Head, employees will receive additional pay of eight percent (8%) at the classification rate.

MEMORANDUM OF AGREEMENT - LIVING WAGE ORDINANCES

The Company and the Union agree that the current and immediately preceding Collective Bargaining Agreements between Aramark Uniform & Career Apparel, LLC and Western States Regional Joint Board have been negotiated and are expressly intended to waive all provisions of the Sacramento Living Wage Ordinance, as provided for in Chapter 3.58.090 of the Ordinance.

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

- Sacramento, CA
- Redding, CA
- Chico CA
- Reno NV

ARAMARK Uniform Services
Plant Redding, CA
Plant Chico, CA
Plant Sacramento, CA
Plant Reno, NV




Chuck Kellogg
Dir, Labor & Employee Relations

Date

5/21/2021

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



Maria Rivera
California District Manager
Regional Secretary Treasurer – WSRJB

Date

5-17-2021