

Collective Bargaining Agreement

by and between

DOMESTIC LINEN SUPPLY CO.

**Los Angeles (213) 747-6226
Farmington Hills (248) 737-2000**

and

Western States Regional Joint Board

(213) 385-0271

Term of Agreement

June 17, 2019

through

June 18, 2022

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AGREEMENT

Domestic Linen Supply Co., Inc, a California Corporation, hereinafter called the Employer, and Western States Regional Joint Board, which has jurisdiction over all laundry production Employees in Southern California, hereinafter called the union, agree as follows:

1. UNION MEMBERSHIP

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

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

1.3 Whenever the Employer hires an Employee he shall notify the union immediately in writing, giving the name, address, social security number and starting date of each such new Employee or re-hire, and said Employee shall make application for membership in the union in accordance with this Article.

1.4 The Union shall provide and the Employer shall forward Employment Acknowledgment Forms for NEW and RE-HIRED Employees, at the time of employment or re-hire.

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

2. TERMINATION

2.1 It is understood and agreed that the right of discharge for just cause shall rest in the discretion of the Employer. No Employee shall be discharged, except in the case of gross misconduct, without first receiving a written warning notice followed by a disciplinary layoff of up to three (3) days within a twelve (12) month period. The employer may waive the actual loss of time worked pursuant to any disciplinary warning as if the disciplinary layoff were served. Should no offense occur in the twelve (12) months following the warning notice and/or disciplinary layoff, the notice shall be declared null and void for purposes of administering progressive discipline pursuant to this Collective Bargaining Agreement but may be retained by Employer and used for any other business purpose. Notwithstanding the above, no prior warning notice or disciplinary layoff shall be required for gross misconduct. Gross misconduct consists of, but is not limited to: Theft, embezzlement, deliberate violation of posted company rules, falsification of documents provided to the company, violation of the Company's Substance Abuse policy, or committing or threatening to commit violence against a supervisor or co-worker. Violation of the above basic rules shall constitute just cause for discharge without redress. No Grievance Board or Arbitrator shall have the right or power to change or contest the appropriateness of the penalty meted out by the Company as a result of the violation of these rules.

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

3. JURISDICTION

3.1 The Employer recognizes the Union as the sole collective bargaining agent for all Production Employees at 1600 Compton, Los Angeles, CA. The term Production Employees, as used herein, means all non-supervisory persons, irrespective of title, classification or other occupation, engaged in any work in the processing or handling of merchandise or articles of any kind including their custodial care for the account of the Employer's customers. This shall not include clerical personnel, office employees, sales or service staff, guards, or maintenance employees.

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

3.3 A Supervisor is a person immediately in charge of and directing working forces. A supervisor shall not displace a regular Employee except in emergencies.

3.4 No individual agreement with any Employee shall supersede any of the provisions of this Agreement unless approved by the Union.

4. INCENTIVES - PIECE WORK

4.1 Should the Employer institute an incentive program he will contact the Union and meet and confer with the Union about the effects of their plan.

5. PRE-EXISTING WORKING CONDITIONS AND BENEFITS

5.1 Unless specifically provided herein, no Employee shall suffer a reduction of wage rates, or the loss of any benefits or working conditions higher or more favorable than those contained herein, if such conditions existed prior to the initial execution of this Agreement by the Employer or his representative. This paragraph shall not take away the right of the Employer to correct any wage rates that occurred because of a clerical or mathematical error. This clause shall also not be construed as to take away the right of the Employer to increase or decrease an Employee's wage rate for a change in job classification.

6. SANITATION, SAFETY, VENTILATION

6.1 GENERAL The Employer 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 Employer 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/tag out, and blood borne pathogens. Employees shall be provided with applicable safety and health information.

6.2 PROTECTIVE EQUIPMENT The Employer shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage or negligence.

6.3 PROTECTION FROM HEAT STRESS The Employer shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups, to allow easy access by employees for frequent drinking. In hot environments, where the outside temperature is above 90 degrees (F), the Employer shall provide a drink supplement (ie, Gatorade) in adequate

quantities to last all day. The Employer 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.

6.4 ERGONOMICS PROGRAM The Employer shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders, in compliance with OSHA standards.

6.5 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 temporary closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employees.

6.6 PROTECTION FROM BLOOD BORNE PATHOGENS: a) **Protective Equipment.** For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Employer 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 Employer 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.

6.7 SAFETY COMMITTEE: The Employer will form an in-plant Safety Committee. The Committee shall be composed of 2 representatives designated by the Employer and 2 designated by the Union. The Committee shall meet periodically to investigate and review Health and Safety records, conditions and practices, including a quarterly plant tour. The Committee shall make constructive recommendations to the Employer to eliminate unhealthy and unsafe conditions and practices. The Employer shall provide Committee minutes and other Health and Safety records to Committee members and to the Union upon request.

6.8 SAFETY AND HEALTH RELATED TRAINING: The Employer 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 regulation or standard.

6.9 REFUSAL TO WORK It shall not be a violation of this contract for an employee to refrain from performing work assigned to him/her which would expose such employee to a hazard that has a real danger of death or serious injury to his/her health or safety. Such employees will not be subject to discharge or disciplinary action.

An employee who refrains from work under this provision shall first report it to his immediate supervisors and shall have the right to consult a Union member of the Health and Safety Committee as soon as possible. If three (3) or more members of the Committee find that the work in question has a real danger of death or serious injury, no employee shall be assigned to such work until it is made safe.

Any employee who exercises his/her right to refrain from work pursuant to this section shall not be deprived of any right or benefit he/she would have earned.

This paragraph shall not be used to create a general work stoppage.

6.10 DRUG TESTING The Employer shall have the right to require that new employees

take a pre-employment drug test and to require that employees who are suspected to be under the influence of a controlled substance take a test to confirm or disprove the suspicion. Only the Company's General Manager or Service Coordinator may instruct an employee to take a post-employment drug test, and any such instructions must be made in writing.

7. UNIFORMS

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

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

8. WORKING RULES

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

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

9. MANAGEMENT PREROGATIVES

9.1 The Employer retains and shall continue to have the complete and exclusive right to manage its operations and direct its work force, except as expressly limited by specific obligations of the Employer set forth in this Agreement. Among such retained rights and powers are included but not limited to the following: to hire, to promote, demote, transfer, layoff and recall; to assign and reassign to duties, hours of work and shifts; to maintain good order and efficiency; to discharge, suspend and discipline Employees; to establish rules and regulations not in conflict with this Agreement governing the conduct of Employees on Company time or Company property; to determine the size and composition of the work force; to determine, maintain, change, revise or discontinue the types of operations, and the methods, processes, materials and equipment to be employed; to discontinue all or any part of its operation; to lease sell or otherwise dispose of all or any part of this plant and equipment; and to increase or decrease the operations.

9.2 The foregoing enumeration of management rights shall not be deemed to be all inclusive, but shall merely indicate the type of rights which shall belong to and are inherent in the management of the Company. Neither the failure of the Company to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting management's discretion in any manner.

10. EMPLOYEE'S DONATIONS

10.1 **POLITICAL FUND CONTRIBUTION.** The EMPLOYER also agrees to deduct from the wages of its employees who are members of the Union and who have voluntarily authorized such contribution on forms provided for that purpose, contributions to the Union's separate segregated political funds. The amounts deducted pursuant to such authorization shall be transmitted two (2)

times a year together with a list of names of the employees from whom deductions were made. Such sums shall be transmitted separate and apart from any dues money.

11. INSPECTION OF RECORDS

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

12. VISITATION

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

13. DUES DEDUCTION

13.1 The Employer shall deduct from the pay of all Employees covered by this Agreement all Union dues, initiation fees and re-initiation fees upon receiving written authority from each Employee authorizing such deductions. Such deductions thus made shall be forwarded to Local No. 52 not later than the tenth (10th) of each month for which the deductions are made.

13.2 In any suit brought by the Union against the Employer to collect Union dues, initiation fees and re-initiation fees that the Employer withheld from the Employee's earnings, the Union shall be entitled to recover the fees and dues, interest on the amounts recovered, reasonable attorney's fees and cost of the suit.

13.3 The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues out of an Employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

14. BULLETIN BOARD

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

15. SUCCESSORS

15.1 The only successor obligation shall be specified under the National Labors Relations Act.

15.2 In the event an entire operation or any part thereof is sold, leased, is transferred, or assigned, or is involved in receivership or bankruptcy proceedings, the Employer shall give notice of the existence of this Agreement to any Purchaser, Transferee, Lessee, Assignee, etc. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.

16. WORKING HOURS AND OVERTIME

16.1 The regular straight time work week shall be five (5) consecutive days, within seven (7) days.

16.2 The Employer may, at his sole and his exclusive discretion, except as restricted by the California Labor Code or other applicable Local, State, or Federal Legislation, establish a four (4) day or five (5) day work week by giving four (4) weeks notice to the Union and Employee, and discussing the proposed changes with the affected employees to better understand the impact of the change on their transportation and personal schedules.

16.3 Overtime premiums shall be paid as required by applicable local, state, and federal regulations.

16.4 Except in the case of emergency, which shall be discussed with the Shop Steward, Employees will be given notice before lunchtime that they will be required to work past their normal quitting time.

16.5 All Employees shall be required to take not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour for lunch. No Employee shall be required to work more than five (5) consecutive hours without a meal period.

16.6 Employees working on holidays shall receive time and one-half (1-1/2) for all hours worked (guaranteed eight (8) or ten (10) hours) and holiday pay at eight (8) hours.

16.7 Employees scheduled to work a five (5) day work week who work all of the scheduled hours in a holiday week shall receive time and one-half (1-1/2) for all hours worked over thirty-six (36) hours in the holiday week. Employees shall also receive time and one-half (1-1/2) for all work on the fifth (5th) regularly scheduled work day of a holiday week. However, Employees who fail to work either thirty-six (36) hours or four (4) days shall not receive time and one-half (1-1/2) for all hours worked on the fifth (5th) day of a holiday week.

16.8 Upon mutual agreement in writing between the Employer and the Employee, an Employee working on a holiday may reduce the guaranteed hours in the above paragraph, but not less than four (4) hours, and in such case be paid time and one-half (1-1/2) for all hours worked and the holiday pay at eight (8) hours.

16.9 Agreement 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.

17. TIME RECORDS

17.1 Time records, clocks or other recording devices will be maintained by the Employer for all Employees showing the actual time the employment begins and ends each day, the hours worked for the day, and the total hours for the pay period.

17.2 All records, including time records and production records used to determine the amount of pay, shall be kept on file for at least four (4) years.

17.3 The Employer must keep full and accurate records of excuses for illness and other absences.

18. SHIFTS

18.1 In the event it becomes necessary for the Employer to establish more than one (1) shift, the Employer shall pay all Employees working the second (2nd) shift five cents (5) per hour above the wage scale, and all Employees working the third (3rd) shift ten cents (10) per hour above the wage scale.

18.2 First (1st) Shift: 4:00 A.M. to 10:00 A.M.
Second (2nd) Shift: 2:00 P.M. to 6:00 P.M.
Third (3rd) Shift: 10:00 P.M. to 2:00 A.M.

18.3 Any Employee starting earlier or later than the regular starting time for a particular shift and working beyond the regular quitting time for that particular shift shall be considered as working in the next shift and shall be paid at the rate for the following shift for all hours worked in the second (2nd) or third (3rd) shift.

19. CALL-IN TIME

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

19.2 An Employee who reports for work on a regular work day and who was not officially informed by the Employer not to report on that particular day, shall be considered as ordered to work.

20. GUARANTEED WORK WEEK

20.1 Provided that they work the hours scheduled, regular Employees shall be guaranteed thirty-five (35) hours, at their classification rate, per week depending on the work week established by the Employer in Section 16.2, except as hereinafter provided in case of breakdown, Article 30.

20.2 Any Employer who requests a regular Employee to voluntarily take time off shall in such cases be required to pay for hours not worked to make the thirty-five (35) hour guarantee.

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

21. REGULAR AND PART-TIME EMPLOYEES

21.1 Regular Employees are those Employees who regularly work at least (35) hours per week.

21.2 The Employer shall file with the Union each month, with the check-off sheet, the names and jobs held by all part-time Employees. Any part-time Employees not so filed shall be considered as full-time Employees for all purposes.

21.3 Regular part-time Employees shall be covered by all the conditions as set forth in this Agreement for regular full-time Employees. Holidays, vacations and sick leave shall be figured on a pro-rata basis for regular part-time Employees. When any one of the holidays specified herein falls on a day in which a regular part-time Employee is scheduled for work, he shall be paid for the hours normally worked by him on that day, even though no work is performed.

21.4 Not more than one (1) part-time Employee shall be employed for every three (3) Employees on a full-time shift.

21.5 Nothing in the above clauses shall prevent the Employer from establishing a part-time shift

where there is not enough volume of work to meet the guaranteed work week.

22. PAY DATE

22.1 Wages shall be paid each week in currency or negotiable checks on a set day of the week and within one (1) week after the end of the pay period. On pay day, the Employer shall distribute the checks before the Employees punch out for the day. Where Local, State, or Federal legislation requires payment of wages in an expedited manner, the Employer will comply with any such legislation.

23. HOLIDAYS

23.1 The Employer agrees that the following shall be observed as paid holidays:

**NEW YEAR'S DAY
THANKSGIVING DAY**

**MEMORIAL DAY
INDEPENDENCE DAY**

**LABOR DAY
PRESIDENTS' DAY for employees hired prior to
ratification in 2014
CHRISTMAS DAY
EMPLOYEE'S ANNIVERSARY DATE
OF EMPLOYMENT for employees
hired prior to ratification in 2010**

23.2 The Employer, by posting notice during the first two (2) weeks of January may (1) continue to have Presidents' Day observed as a paid holiday, or (2) discontinue having Presidents' Day observed as a paid holiday by substituting for such holiday either the Employee's birthday or by adding one (1) paid day to the Employee's vacation. If the Employer exercises his option to discontinue having Presidents' Day as a holiday, the Employee may choose whether he wishes to observe such paid holiday on his birthday or by adding it to his vacation.

23.3 Additionally, and at the option of the Employer, the Employee's Anniversary Date of Employment may be substituted for the day after Thanksgiving or Good Friday by giving notice as set forth above.

23.4 An Employee previously covered by this Agreement who enters or re-enters employment within a twelve (12) month period after termination of his employment with an Employer covered by this Agreement becomes immediately eligible for holiday pay. Employees who have been on the payroll for ninety (90) calendar days or more are eligible for holiday pay.

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

23.6 Employees shall be paid for time not worked on any of the above-named holidays at eight (8) hours straight-time pay. If no hours are worked during the holiday week, no holiday pay is required. Only one (1) Employee may be off on vacation during a holiday week. Employees, with seniority, may only select vacation time during one (1) holiday week per year.

23.7 When a holiday falls outside the Employee's regular work week, said holiday shall be paid at eight (8) hours straight-time pay. Employees on vacation shall be paid as set forth in Section 23.6, above.

23.8 If the Employer declares the Friday before a Saturday holiday as a no-work day, he shall pay Employees for that day based on Section 23.6, above.

23.9 Employees absent during a holiday week shall forfeit their holiday pay unless they work on the holiday or are excused by the Employer, at its sole discretion. As a further prerequisite to receive holiday pay, Employees must work the scheduled work day prior to the holiday and the scheduled work day after the holiday, and must also work the Saturday of the holiday week whenever that day is scheduled as a work day by the Employer.

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

24. VACATIONS

24.1 In addition to the Paid Time Off provided in Article 38, which may be used as vacation time after one year pursuant to this Article, an Employee shall become eligible for additional vacation in accordance with the following schedule:

- a. Upon completion of three (3) years of continuous service with the Employer, an Employee will become eligible for one (1) work-weeks' vacation with pay.
- b. Upon completion of eight (8) years of continuous service with the Employer, an Employee will become eligible for two (2) work-weeks' vacation with pay. For employees hired prior to the date of ratification in 2014, the eight (8) years shall be changed to seven (7), and the two (2) weeks shall be changed to three (3) weeks.
- c. Upon completion of fifteen (15) years of continuous service with the Employer, and Employee will become eligible for three (3) work-weeks' vacation with pay. For employees hired prior to the date of ratification in 2014, the fifteen (15) years shall be changed to fourteen (14), and the three (3) weeks shall be changed to four (4) weeks.

24.2 Employees who request so in writing at least 14 days prior to vacation will be paid for their earned vacation pay on the last regular day preceding the vacation period. The rate of pay shall be based on the four (4) pay periods immediately preceding the vacation for incentive Employees; however, where a holiday falls within the four (4) pay periods, the week preceding such holiday shall be used in computing vacation pay. Regular full-time Employees shall receive vacation pay based on forty (40) hours times their hourly rate.

24.3 The vacation period shall be between January 1st and December 31st of each year.

24.4 The Employer shall post a vacation list during the month of January and the Employees shall select their vacation by seniority. Employer may limit the number of individuals off in the facility, or in any department in the facility, in any week to avoid disruption in operations. However, other than four (4) day workweeks caused by holidays, the employer must allow at least as many lines of vacation in any week as the total number of vacation weeks in the facility divided by forty-five (45).

If an Employee fails to select as set forth above, he must give his Employer at least sixty (60) days notice prior to the effective date of his vacation. However, those Employees who select in December shall have preference regardless of their seniority.

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

24.6 Pay in lieu of vacation shall not be granted without mutual agreement between the Employer, the Employee and the Union.

24.7 In the best interest of curbing absenteeism and maximizing Employees' pay, any absence will be compensated first by using up accrued sick days, then reducing the number of accrued vacation days. Said lost vacation days must be deleted from the previously scheduled vacation list as they are paid. Excessive absenteeism beyond this point will be reason for discharge unless there has been an extended leave of absence granted.

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

24.9 A copy of the final vacation calendar shall be provided to the Union or its Stewart no later than January 31 of each calendar year.

25. ILLNESS, LEAVE OF ABSENCE AND MATERNITY LEAVE

The Employer shall abide by the provisions of the Family Medical Leave Act of 1993 and shall notify the Union of the names of Employees who are granted a leave(s) under the Family Medical Leave Act. Where an employee goes on leave of absence as a result of his / her own illness, he / she shall be required to exhaust up to two (2) weeks of his earned, paid time off. However, in no event may he / she be required to exhaust his / her last week of paid time off. Where an employee goes on leave as a result of some reason than his / her own illness, he / she shall be required to exhaust all of his / her earned paid time off, including his / her last week of paid time off.

25.1 An Employee shall not lose seniority if he is absent due to illness or accident for shorter periods than shown below:

After one (1) year of continuous service, ninety (90) calendar days.

After five (5) years continuous service, one hundred twenty (120) calendar days.

After fifteen (15) years continuous service, one hundred fifty (150) calendar days.

After twenty (20) years of continuous service, One hundred eighty (180) calendar days.

The above periods will be reduced by 12 weeks if FMLA is invoked during the above period due to the illness of the Employee.

It is further agreed that if and when any Employee uses a leave of absence as indicated above and said Employee has exhausted his entitlement (ie. he has used all 90, 120, 150, or 180 days as set forth above,) said Employee shall not be eligible for another leave of absence until he/she has returned to work for as many working days as he/she has been absent. (ie. if absent for 100 working days, he/she is not eligible for another leave until 100 days have been worked following the absence.) The waiting period applies only to the same or similar illness.

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

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

25.4 An Employee who is absent due to industrial accident and/or illness shall maintain his prior seniority for purposes of re-hire and future vacations for three hundred sixty-five (365) days but he shall not accrue any additional vacation other than those provided in Section 25.2. However, an Employee who is absent due to industrial accident and/or illness who is unable to return to work after four months of absence, shall cease to qualify for Company Health Coverage, and must make COBRA payments to continue with said coverage.

25.5 One (1) leave of absence per anniversary year shall be granted, up to fifteen (15) working days without pay, to Employees who have been in the employ of the Employer for five (5) years or longer and who can prove legitimate and bona fide reasons such as, but not limited to: serious illness, death in the immediate family or jury duty. With the exception of an Employees last week of vacation in any calendar year, all earned paid time shall be exhausted prior to any such leave. The Employee may elect to receive his or her last week of paid vacation in lieu of unpaid time at the employee's discretion, provided that said week has already been earned. A leave of absence shall not be granted in conjunction with a vacation unless an Employee notifies his Employer as soon as possible and can prove bona fide reasons that an emergency has in fact occurred which requires his presence. Anyone who violates this Section may be discharged forthwith, suspended or otherwise disciplined.

25.6 Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and

recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as an illness or accident in accordance with Section 25.1, above.

25.7 Employees on sick leave shall notify the Employer when they will return to work at least forty-eight (48) hours before they return to work.

25.8 **Union Business:** The Employer agrees to grant the necessary time off without discrimination to attend the Workers United, WSRJB Convention (5 days, every 4 years) and to attend a Workers United, Regional Meeting (1 day, twice per year.) The Union will provide the Employer with twenty-one (21) days notice in each instance. Any member of the Union who is required to attend any other function on behalf of the Union necessitating a leave of absence, shall upon application, be granted a leave of absence, provided that the Union has given seven (7) days' notice and such leave shall not cause undo hardship on the Company. Such leave shall be for no more than one (1) employee at a time per plant. Such leave shall be for no more than 30 days, renewable by mutual agreement, which shall not be unreasonably withheld. The above leave shall be limited to one (1) person at a time and must be mutually agreed to by the Union and the Employer.

25.9 Where an employee goes on leave as a result of his own illness, he shall be required to first exhaust up to two (2) weeks of his earned, paid time off. However, in no event may he be required to exhaust his last week of paid time off. Where an employee goes on leave as a result of some reason other than his own illness, he shall be required to exhaust all of his earned paid time off, including his last week of paid time off.

26. SENIORITY

26.1 Seniority shall be based on length of continuous employment with the Employer. Reduction of the working forces, recall from layoff, assignment to a part-time shift, and assignment of overtime shall be in accordance with seniority, if the most senior Employee is qualified to meet standard qualifications within the sub-classification of each classification.

26.2 Seniority of an Employee shall be lost when an Employee:

- 1) is discharged for cause;
- 2) resigns;
- 3) is not re-hired within one hundred eighty (180) calendar days after layoff;
- 4) is absent more than ninety (90), one hundred twenty (120), one hundred fifty (150), or one hundred eighty (180) calendar days as spelled out in section 25.1 except where said Employee has accepted other employment during said leave.
- 5) fails to report to work within three (3) days after being recalled from layoff. However, if an Employee fails to report because of bona fide reasons such as serious illness or jury duty, he shall be kept on the seniority list and shall be the next Employee recalled if he meets the requirements in 3), above; or
- 6) is absent from work three (3) consecutive working days without notification to the Employer.

26.3 In all cases of layoff and recall of forces, the following factors shall be considered, and where facts (1) and (2) are equal, length of seniority shall govern: (1) Knowledge, skill, efficiency on the job, (2) Physical fitness for the job, and (3) Length of seniority.

27. TRANSFERS

27.1 Any Employee transferred to a higher rated classification who qualifies therefor, shall receive the rate of the higher classification.

27.2 Whenever an Employee does work within the duties of more than one (1) classification, for

more than one (1) hour in any one (1) day, such Employee shall be classified and paid for that day under that classification which pays the highest wage. Should such Employee work less than an hour, he shall be paid the higher rate for one (1) hour only.

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

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

28. STEWARDS

28.1 The Union may select, depending on the size of each plant a number of Employees, but not to exceed three (3), to be duly accredited representatives in each plant, to be known as Stewards, by giving the Employer written notice of the Stewards' names.

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

29. REST PERIODS

29.1 The Employer shall authorize and permit all Employees to take rest periods, which insofar as practical shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, in 4/40 plants the second (2nd) rest period shall be for fifteen (15) minutes. However, a rest period need not be authorized for Employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

30. BREAKDOWN - INTERMITTENT PERIODS OF IDLENESS

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

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

30.3 Employees required to remain on the premises of the Employer, 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 hourly rate.

30.4 Employees required to work beyond their regular quitting time as a result of a breakdown shall be paid straight time at their classification rate of pay for all hours worked past their regular quitting time. A shift premium shall not be paid for any hours worked past their regular quitting time.

31 ETHNIC DIVERSITY AND NON-DISCRIMINATION

31.1 The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the

workplace, the Employer recognizes the right of employees to use the language of their choice amongst themselves.

31.2 The Employer is committed to improve its ability to communicate with employees who do not communicate in English. To that end the Employer agrees:

a) It will, within a reasonable period of time, provide bulletin board notices where practical, to communicate in the principal languages of its employees.

b) The Employer 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 them with work-related terms and conditions. It will be conducted on Employer's premises, providing there is adequate participation, during unpaid work time at no expense to the Employer and at mutually agreeable hours.

31.3 No employee shall be discriminated against because of race, religion, color, age, national origin, sex, sexual orientation, veteran status, political beliefs, disability or Union activities and the Employer agrees to implement policies which prohibit same.

31.4 The Employer, its management and agents (hereinafter "Employer"), and the employees shall treat each other with dignity and respect. The Employer and the employees shall not be subject to verbal harassment and the dignity of employees and the Employer shall be respected in the work place.

31.5 Nouns and pronouns such as his and her are used for simplicity of contract language only. Whenever such word appears, the contractual language should be read and interpreted as applicable to employees of either sex.

32. WAGES

32.1 New Employees starting wage shall be the minimum wage in effect as of June 17, 2019.

32.2 In the event that there are further increases in the State or Federal Minimum Wage Laws, including increases that have already been passed by the legislature but have not yet taken effect, each employee shall continue to receive the higher of the hourly wage that would have been in effect had the law not been changed or the minimum wage. (This may result in certain circumstances where an employee may not receive a blanket increase or a part thereof, until his/her calculated rate exceeds the new minimum wage). In no event shall an employee hired before the date of ratification in 2016 receive an hourly wage less than \$13.25 per hour.

32.3 Classifications shall consist of the following:

- A) Head Washman
- B) General Employees.

32.4 1st year hourly increase - 6/17/2019 Each employee shall receive \$1.00 / hour.
2nd year hourly increase - 6/21/2020 Each employee shall receive \$.81 / hour.
3rd year hourly increase - 6/20/2021 Each employee shall receive \$.25 / hour.

The 6/17/2019 increase will be retroactive for all employees who are employed at the time of ratification provided that there is no work stoppage.

33. GRIEVANCE PROCEDURE

33.1 STEP 1. (A) Claims of alleged violations of this Agreement shall not be considered unless one (1) of the parties hereto notifies the other of such violation in writing within fifteen (15) working days after the occurrence thereof and in any event no retroactive adjustment, if required, shall be required before the date that the written grievance is first submitted to the Employer or his designated representative by the Employee or the Union.

33.2 STEP 1. (B) Any Employee feeling himself aggrieved must present his case in writing to the company General Manager, with the Union Steward [where one is on site] present, prior to contacting a Business Representative of the Union. The Employee may then contact the Business Representative who will contact the Employer or his designated representative and every effort will be made by the parties to settle the dispute. If no satisfactory settlement is reached, the matter within ten (10) working days will be referred to:

33.3 STEP 2. The Union Representative, Secretary-Treasurer, or an Officer of the Union, will contact the Employer or his designated representative. If no satisfactory settlement is reached within ten (10) working days the matter will be referred to:

33.4 STEP 3. Arbitration. The parties shall secure a list of five (5) arbitrators from the Federal Mediation and Conciliation Service and each party shall alternately strike two (2) names from such list. The remaining person on the list shall be designated Arbitrator. The Arbitrator shall have no authority to alter, add to, or go outside the terms of this Agreement.

33.8 Any fees incurred shall be borne equally by the Employer and the Union.

34. STRIKES, LOCKOUTS AND PICKETING

34.1 The Employer and Union agree that during the term of this Agreement, and any extension thereof, there will be no strike, walk-out, slow-down, work stoppage, refusal to work or interference of any kind with the Employer's business operation, or any lockout by the Employer.

35. MEDICAL, LIFE, PRESCRIPTION DRUG, DENTAL AND VISION PLANS

35.1 The provisions of the PPACA (Patient Protection and Affordable Care Act) require that all employees shall be covered by the 91st day of employment. In the event that this requirement is removed or relaxed, to the extent permitted by law, the provisions of the of the Company's hospitalization / major medical plan that existed prior to the PPACA shall apply. More specifically, all employees will be covered on an individual basis, on the first of the month following the completion of the first six (6) months of employment, by the Company's hospitalization / major medical plan including \$3,000.00 term life insurance while employed.

35.2 An employee who is otherwise enrolled in the Company's hospitalization / major medical plan who has attained twenty-four (24) months of seniority may elect to have coverage for his/her dependent children. In the event that such election is made, that employee's wages will be reduced by \$30.00 per week. This is in addition to any amounts being paid for individual coverage. Each employee must make an election to receive family coverage at the first opportunity that this coverage becomes available to him/her. In the event that an election for such coverage is made after the first opportunity, the employee must provide a medical certification that the dependents are in good health, before they are eligible to enter the plan.

35.3 In the event that the Employer's health plan is modified or terminated in favor of a plan created by or in accordance with Federal legislation, all employees shall participate in the new plan chosen with the same benefit options and contribution levels consistent with this Agreement.

35.4 Part-time employees (less than thirty (30) hours per week) are not eligible for benefits under this Article.

35.5 \$40.00 per week will continue to be deducted from the paycheck of each employee hired on or after January 1, 2010 to help cover the cost of the health benefits described in 9.1. For all employees hired before January 1, 2010, this amount shall be reduced to \$25 per week.

36. RETIREMENT SAVINGS PLAN:

36.1 All covered Employees shall participate in the Domestic Linen Supply Company 401-k Retirement Savings Plan. This is the same plan that Drivers and Managers are enrolled in. Participation in this plan shall be for employees with one year of service or more, with a minimum Employee contribution of \$5.00 per week. This amount shall be deducted from the employee's paycheck weekly.

36.2. In addition to the Employer's contribution of \$375.00 per year specified under the plan, the Employer shall match on a 50% basis any excess personal contributions to the 401-k fund (which were not contributed by the Employee to receive the \$375.00 matching funds under the plan,) up to a maximum of \$7.50 per week. For example, if the Employee puts in an extra \$10.00 per week, the Employer shall contribute \$5.00. This additional Employer's contribution shall be paid into the Employee's personal account each January, until such time that the Employer's plan provides for such additional contributions, in which case it will be contributed into the Employer's matching account.

37. FUNERAL LEAVE:

37.1 Where death occurs in the immediate family of the employee, the employee shall be entitled to up to three (3) days paid funeral leave, provided he attends the funeral service. Where the funeral service is held during the weekend, and is within 100 miles of the Employer's facility, the employee shall be entitled to two (2) days paid funeral leave. The immediate family shall include spouse, mother, father, step-mother, step-father, children; full brothers and sisters (of the same parents) and natural grandparents.

The rights to paid funeral leave set forth above shall apply to only one step-mother and one step-father, and then only in lieu of a mother or father, respectively.

The Employer at his option, may require each employee to list in advance the names and present addresses of those persons who are the employee's "immediate family" as defined above. This list may be appropriately amended by the employee from time to time. The Employer need not extend paid funeral leave rights upon the death of any person not so listed.

An employee must have twenty four months of seniority in order to qualify for Funeral Leave Benefits under this provision.

38. Paid Time Off

38.1 After a newly hired employee has completed 90 days of employment, he/she will be afforded forty-eight hours of paid time off to be used pursuant to company rules for qualified, paid sick leave. In addition, each employee shall be afforded an additional forty-eight hours of paid time off at the beginning of each subsequent calendar year to be used pursuant to company rules for qualified, paid sick leave.

Where being used for sick time, the forty-eight hours of paid sick time may be used in increments of one or more hours, and may be used for: (1) diagnosis, care or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) for an employee who is a victim of domestic violence, sexual assault or stalking to obtain relief, including medical attention and psychological counseling. Employees should provide reasonable advance notification of the need for leave. If the need is unforeseeable, notice should be provided as soon as practicable.

Where Local, State, or Federal legislation allows for sick time to be used in a manner that is more liberal than Company rules, the requirement of the legislation shall control.

After one year of seniority, in addition to being used as Sick Time, this Paid Time Off may be used for vacation to be taken pursuant to Article 24, or personal leave to be taken pursuant to Company

Rules

It is the intent of this provision that any leave granted under this agreement be taken concurrently with any leave mandated under Local, State, or Federal legislation and is not expanded upon by this legislation.

38.2 Unused Paid Time Off in any one year may, at the employees election, be carried over to a subsequent year, subject to the restrictions below, or, after an employee has completed one year of seniority, be purchased from each employee at the end of the calendar year at a rate of 1.1 hours for each hour of unused Paid Time Off. To the extent that an employee wishes to carry over unused Paid Time Off in a particular calendar year, that employee may not carry over more than 72 hours of Paid Time Off to a subsequent Year.

39. LABOR-MANAGEMENT COMMITTEE

39.1 There is hereby established a Labor-Management Committee. The Committee may be called to order by the Union and the Employer. The permanent members of the Committee shall be the representatives of the Local Union and the Employer.

39.2 It is agreed and understood that this Committee acts in an advisory capacity and does not have the authority to change, modify or add to this Agreement.

40. PROTECTION OF IMMIGRANT WORKERS

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

a) In the event the Employer is legally required to suspend or discharge an employee with five (5) years of service, on account of information and/or documentation obtained concerning his/her immigration or citizenship status, the Employer 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 Employer, provided such position has not been eliminated or is on layoff, and 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.

40.2 In the event that the Employer is served with a validly executed Search or Arrest warrant, the Employer 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.

40.3 The Employer shall grant employees excused absences, where given one (1) weeks' prior notice, for the following purpose: To attend any appointments scheduled by the USCIS or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Employer may require proof of the appointment and proof of the family relationship.

40.4 (a) The Employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.

(b) The Employer 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 Employer change her records regarding her name or social security number, and the Employer 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 a USCIS agent demand entry into the Employer's premises or the opportunity to interrogate, search, or seize the person or property of any employee, then any Employer shall immediately notify the Union by telephone to the Union's office. The Employer shall not permit the USCIS to enter the premises without a valid warrant or, in the case of the inspection of I-9 forms, without 72 hours notice. The foregoing shall not require the Employer to deny the USCIS or the Department of Labor access to I-9 forms, as required by law.

40.5 In the event the Employer receives notice, either by correspondence or otherwise, from the Social Security Administration ("SSA") indicating that some of its employees' names and Social Security Numbers that the Employer reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA records, the Employer agrees to the following: (1) The Employer will notify the Union upon receipt of any such notice and will provide a copy of the Notice to all employees listed on the Notice and to the Union, (2) The Employer will display the following notice prominently on its premises: "Attention all Employees: In order to ensure that the Social Security taxes that are withdrawn from your wages are properly credited to your Social Security records, please compare the name and Social Security Number that appears on your check stub with that of your Social Security Card to ensure that we are using the exact same information. Even the simplest typographical error can sometimes cause problems in the Social Security Administration's records and your earnings might not be properly credited. Correcting this information is very important for your future social security benefits should you become disabled or when you retire. Please contact the Human Resources' Office if you notice any errors. Thank you."(3) The Employer agrees that it will not fire, layoff, suspend, retaliate or discriminate against such employee solely because the employee's name is listed on the notice, (4) The Employer agrees that it will not require the employees listed on the notice bring in a copy of their Social Security card for the Employer's review, due solely to a notice of SSA.

Nothing in this section will require the Employer to do anything unlawful.

41. GENERAL SAVINGS CLAUSE

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

42. DURATION OF AGREEMENT

42.1 This Agreement shall become effective June 17, 2019, and shall remain in effect until June 1, 2022, and from year to year thereafter, unless written notice is given sixty (60) days prior to the expiration date, by either party, that such party intends to terminate, modify or amend this Agreement on the expiration date.

43. LEGISLATIVE CHANGES TO TERMS OR CONDITIONS OF EMPLOYMENT

In the event that local, state, or federal legislation is passed that increases benefits received by employees covered by this Agreement beyond those negotiated in this Agreement, the Employer shall first meet with the Union to discuss the effects of said changes, and if no accommodation can be reached shall have the right to re-open this Agreement for purposes of negotiating concessions to offset the added cost of any such increases.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Los Angeles, California, on the day and year first mentioned herein above.

Workers United, Western States
Regional Joint Board

By *Luis Rivera*
Regional Manager

DOMESTIC LINEN SUPPLY CO., INC.

J. E.
Administrative Counsel