

**AGREEMENT**

**BETWEEN**

**LOCAL 52  
WESTERN STATES REGIONAL JOINT BOARD**

**AND**

**MISSION LINEN SUPPLY**

**PLANTS  
#3400 & #8500**

**December 31, 2022– December 31, 2025**

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"MISSION LINEN SUPPLY", doing business as Mission Linen Supply #3400 and #8500, hereinafter called the Employer, and Local 52, Western States Regional Joint Board, which has jurisdiction over all laundry production Employees at those locations listed in Appendix "A" to this Agreement, 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 The Employer will notify the Union when there is an opening for a position covered by this agreement within one week. The Employer will give full consideration to the qualifications of the candidate; however, the Employer is not obligated to choose union recommended candidates and may hire candidates as needed.
- 1.4 Whenever the Employer hires an Employee he shall notify the Union within five (5) working days 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.
- 1.5 The Union shall provide, and the Employer shall forward Employment Acknowledgement Forms for NEW and RE-HIRED Employees; at the time of employment or re-hire.
- 1.6 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. DISCIPLINE & DISCHARGE**

- 2.1 The Employer must give written notice to an employee before discharging him or her, except in the case of gross misconduct. (Examples of gross misconduct include being under the influence of a controlled substance, theft, violence, illegal drug or alcohol possession or use on Company premises, and deliberate violation of posted Company rules.) A copy of such warning notice shall be

forwarded to the Union within 5 working days from the date of issuance to be considered timely. The Union and the Company agree that for the purposes of forwarding counseling reports, filing and responding to grievances, and other official correspondence, electronic communication such as e-mails satisfy the requirement of this contract.

No employee shall be discharged for poor production scores without having previously received appropriate progressive discipline in a three-step process: written notice, suspension, and termination, provided the employee has received appropriate verbal coaching meaning a manager has discussed the issue with the employee and a note to file has been completed prior to written notice. If a suspension occurs, a meeting of the union, the company, and the employee must take place if requested by either party.

When possible, 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, (ii) where reasonable to protect the immediate personal safety or property of employees or the Employer 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 and consistent manner. Formal counseling shall remain active for a period of twelve (12) months.

### **3. JURISDICTION**

- 3.1 The Employer recognizes the Union as the sole collective bargaining agent for all Production Employees at its facility at 5400 Alton Street, Chino, California 91710. The term "Production Employees", as used herein, means all persons, irrespective of title, classification or other occupation, engaged in any work in the processing or handling of merchandise or articles of any kind including their custodial care for the account of the Employer's customers.
- 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 foreman or forelady is a person immediately in charge of and directing covered Employees. A foreman or forelady may do bargaining unit work when necessary; however, in no event may they work more than four (4) hours in any one (1) day.
- 3.4 No individual agreement with any Employee shall supersede any of the provisions of this Agreement unless approved by the Union.
- 3.5 No union member shall be allowed to independently instruct, direct, issue corrective action, discipline or engage in any action reserved for management, with another union member. Likewise, union members designated as leads in

any department may communicate directions given to them by a manager or supervisor to other co-workers with respect to the flow of work, including but not limited to moving personnel from one position to another, scheduling production, providing scores, or altering processes; however, if the co-worker refuses to follow said directions, the lead person may inform management who at that point will address the employee in accordance with the terms of this collective bargaining agreement. Employees who unreasonably fail to comply with direction from management communicated via the department lead will be subject to applicable coaching and counseling. It is understood that leads have no managerial authority.

Union members, whether or not in a lead position, may be designated or requested by management to help train and acclimate co-workers in their positions so long as the conditions mentioned previously in this section are not violated. All employees covered by this collective bargaining agreement will comply with Section 41.

3.6 Nothing in this Article 3 shall be construed as conferring any rights or benefits not given to the Union or the Employees by other express and specific language contained in this Agreement.

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

#### **6. SANITATION, SAFETY, VENTILATION**

6.1 The Employer and Employee shall observe all Federal, State and local laws with regard to toilets, sanitation, safety, ventilation and other working conditions. The Employer shall provide sanitary facilities for dressing purposes.

6.2 A First-Aid Kit shall be kept on hand at all times, with full supplies for the use of the Employees.

6.3. 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 employees 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 Employer 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.

#### 6.4. 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. Electrolyte beverages will be provided when the temperature in the plant is above 98 degrees. The Employer shall take all reasonable measures to reduce heat exposure and will consider any recommendations provided by the Safety and Health Committee.

#### 6.5. Sanitation

Restrooms shall include appropriate lighting and mirrors and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The rest rooms 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. 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 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. Joint Safety and Health Committee

A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The General Manager or his/her designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Employer will consider all the recommendations from the Committee in good faith.

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

It shall be the obligation of all employees to wear and/or utilize appropriate protective equipment provided hereunder when there is a bonafide health and safety requirement that such equipment be worn and provided there is no bonafide medical reason that the employee can not wear or utilize such equipment.

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 and if furnished, must be worn at all times while on duty. The company will commit to the upgrading of uniforms as necessary to accommodate daily wear and tear Where necessary, the Employer will provide gloves, masks and other protective apparel to Employees who handle soiled material from hospitals, sanitarium, nursing homes and similar institutions. The Employer will provide boots, where necessary, for



Employees in the Washroom Department. The Employer will replace boots which are unserviceable due to normal wear and tear.

Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that is in their custody

## **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. 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. EMPLOYEES' DONATIONS**

- 10.1 Employees' donations or charitable contributions shall be voluntary, and such solicitation shall be by mutual agreement between the Employer and the Union.
- 10.2 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 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.

**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 An authorized representative of the Union shall be allowed to visit the Employer's plant during working hours to transact necessary Union business. The Representative must call the office of the Manager two (2) hours in advance of such visit and shall be provided access to the plant 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 further agreed that should a long discussion be necessary; the representative will conduct his business outside of the production area and in such a manner as not to conflict with the normal operation of the Employer's business. The representative will, when possible, meet with employees only on non-working time. When necessary and appropriate, an additional representative may accompany the designated individual.
- 12.2 The Union will be provided, upon reasonable notice (one week), a private area suitable to conduct new hire orientation visits. Such visits may be conducted before or after working hours and are voluntary.

### **13. DUES DEDUCTIONS AND VOLUNTARY DEDUCTIONS**

- 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 The Employer shall deduct and transmit to the treasurer of Workers United Political Action Committee the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least seven (7) days prior to the next scheduled pay period, on the forms provided for that purpose by the Workers United Political Action Committee. These transmittals shall occur no later than the fifteenth (15<sup>th</sup>) day of the following month and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.
- 13.3 The Employer agrees to provide voluntary payroll deductions for union members to participate in the credit unions sponsored by Western States Regional Joint Board. The Employer agrees that it will deduct and forward to the various plans those monies which union members have authorized in writing to be deducted, with one change allowed per the life of the contract, for their participation in the plan.
- 13.4 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 attorneys' fees and cost of the suit.
- 13.5 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, Initiation Fees and Re-Initiation Fees 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.
- 13.6 Electronic Deductions. The Employer will continue to recognize Union membership and dues deduction authorizations submitted to the Union on written membership application forms, through electronically documented signatures, online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. The Union will continue to submit to the Employer a list of members who have authorized payroll deduction and shall provide the Employer with verification that payroll deductions have been authorized by the employee only in the event a question arises about an employee's membership status.

**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 Should the Employer sell, assign or otherwise transfer the plant, the Employer shall make a good faith effort to have the buyer, assignee or transferee adopt this Agreement.

**16. WORKING HOURS AND OVERTIME**

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

1) Five (5) consecutive eight (8) hour days, guaranteed thirty-eight (38) hours, referred to as "5/40".

16.2 The Employer, at his sole discretion, may establish any of the above work weeks by giving four (4) weeks' notice to the Union and the Employees.

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

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

16.5 Time and one-half (1-1/2) the classification rate shall be paid for time worked:

1) "5/40" in excess of eight (8) hours per day, forty (40) hours per week, or thirty-two (32) hours in weeks wherein a holiday occurs.

2) For all work performed on the sixth (6th) day.

3) For all work performed on the seventh (7th) day and double time the classification hourly rate shall be paid for time worked in excess of eight (8) hours.

- 16.6 Except in the case of emergency, Employees will be given notice before lunchtime inclusive of the approximate hours of overtime for and will be required to work overtime that day.
- 16.7 All Employees shall be required to take not less than one-half (1/ 2) hour nor more than one (1) hour for lunch. No Employee shall be required to work more than five (5) consecutive hours without a meal period.
- 16.8 Employees working on holidays shall receive time and one-half (1-1/2) for all hours worked, but not less than four (4) hours. Holiday pay shall be based on the number of hours of the regular scheduled workday guaranteed eight [8] hours.
- 16.9 Agreements for the payment of overtime rates herein contained are not to be construed to require a duplication of overtime wage payments involving the same hours of labor; so that overtime paid on a daily basis shall not be duplicated on a weekly basis. Neither shall the fixed overtime allowances for Saturday, Sunday or holiday work be duplicated on the basis of the daily, weekly or premium overtime hours.

**17. 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 Time records used to determine the amount of pay shall be kept on file for the number of years required by both Federal and State laws or at least four (4) years.
- 17.3 Employers 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 (\$.05) per hour above the wage scale, and all Employees working the third (3rd) shift Fifteen Cents (\$.15) per hour above the wage scale.
- 18.2 **STARTING TIMES:**

First (1<sup>st</sup>) Shift: 4:00 A.M. to 10:00 A.M.

Second (2<sup>nd</sup>) Shift: 2:00 P.M. to 6:00 P.M.  
Third (3<sup>rd</sup>) Shift: 10:00 P.M. to 2:00 A.M.

- 18.3 Any Employee starting earlier than the regular starting time for a shift shall be considered as working in the prior shift and shall be paid the shift differential for that prior shift only for the hours worked in that prior shift and not for all hours worked that day.
- 18.4 Employees in the Washroom Department shall be permitted to start work one (1) hour earlier than the prescribed starting time for the shift without shift premium.
- 18.5 The second shift differential hourly rate will be \$0.50.

**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 average earned hourly 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 workday 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 Regular Employees shall be guaranteed either thirty-eight (38) or thirty-six (36) hours, at their average earned hourly rate, per week depending on the work week established by the Employer in Article 16.1, except as hereinafter provided in case of breakdown, Article 30.
- 20.2 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-eight (38) or thirty-six (36) hour guarantee. Part-time Employees employed as provided in Article 21 shall be laid off prior to any reduction of hours under Article 20.3 above.
- 20.3 In any condition beyond the Employer's control, such as but not limited to, an act of God, loss of business, a fuel or power shortage, earthquake, strikes, an act of Government or other similar causes, the Employer may reduce the guaranteed work week to not less than thirty-six (36) hours. Before reducing the work week, the Employer shall give one (1) week's written notice to the Union, except in emergencies, in which case telephone notice may be given. In the event of a breakdown, refer to Article 30.1. Application of this Article shall be subject to Article 33, Grievance Procedure.

- 20.4 Part-time Employees employed as provided in Article 21 shall be laid off prior to any reduction of hours under Article 20.3 above.
- 20.5 The Employer may reduce the guaranteed work week from thirty-eight (38) hours per week to thirty-six (36) hours per week from April 1st through September 1st of each year during the term of this Agreement.

**21. REGULAR AND PART-TIME EMPLOYEES**

- 21.1 Regular Employees are those Employees who are guaranteed thirty-eight (38) hours or thirty-six (36) hours per week depending on their scheduled work week. Regular part-time Employees are those who are scheduled to work eleven (11) to thirty-five (35) hours per week and have no guarantee. Employees working ten (10) hours or less per week shall not be covered by the conditions as set forth in this Agreement.
- 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 a full-time Employee for all purposes.
- 21.3 Regular part-time Employees (those Employees not covered by the thirty-eight [38] or thirty-six [36] hour guarantee) 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 via voluntary direct deposit 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. If Employees have any trouble in cashing their checks, because of "insufficient funds" or otherwise, the Employer shall then and thereafter pay in CASH only, upon written request of the Union.

**23. HOLIDAYS**

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

<b>NEW YEAR'S DAY</b>	<b>LABOR DAY</b>
<b>*FLOATING HOLIDAY</b>	<b>THANKSGIVING DAY</b>
<b>MEMORIAL DAY</b>	<b>CHRISTMAS DAY</b>
<b>INDEPENDENCE DAY</b>	<b>EMPLOYEE'S ANNIVERSARY</b>
	<b>DATE OF EMPLOYMENT</b>

\*In lieu of the former Washington's Birthday (President's Day) Holiday, all eligible Employees shall be entitled to a Floating Holiday to be taken at any time after the President's Day Holiday. The Floating Holiday and the Employee's Anniversary Date of Employment Holiday may be taken in conjunction with a scheduled vacation as long as the request is made in advance together with the vacation request.

- 23.2 At the option of the Employer, the Employee's Anniversary Date of Employment may be substituted for the Day after Thanksgiving. If observed following Thanksgiving, a notice will be posted so stating thirty (30) days in advance. If not observed after Thanksgiving, the Employee may request the day to be either paid to the Employee or added to his vacation.
- 23.3 Employees who have been on the payroll of the Employer for thirty (30) working days or more are eligible for holiday pay. Employees with less than thirty (30) working days shall have the day off with no pay.
- 23.4 In plants working a four (4) day work week, the regular scheduled day off may be worked at straight time and Employees shall receive holiday pay according to Article 16.10.
- 23.5 When a holiday falls outside the Employees regular work week, said holiday shall be paid as set forth in Article 16.10. Employees on vacation shall be paid as set forth in Article 16.10.
- 23.6 If the Employer declares the Friday before a Saturday holiday as a no-workday, he shall pay Employees for that day based on Article 16.10.
- 23.7 Employees absent during a holiday week shall forfeit their holiday pay unless they work on the holiday or are excused by the Employer. To be excused by the Employer, the Employee must have called in as required and present a note from a doctor.
- 23.8 When any of the above-named holidays fall on a Sunday, the following Monday shall be observed at the holiday.



23.9 Employees shall be paid for time not worked on any of the above-named holidays at eight (8) hours for “5/40” or ten (10) hours for “4/40” at the Employee’s classification rate. If the holiday falls while the Employee is on vacation, he may receive either an additional paid day’s vacation or an additional day’s pay, at the sole discretion of the Employer.

23.10 Holiday work will be voluntary. Employer will post for volunteers one week prior to the holiday, if there are not enough volunteers the company will go by least senior.

## **24. VACATIONS**

24.1 An Employee shall become eligible for a vacation in accordance with the following schedule:

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

Commencing the anniversary date of employment during the 2<sup>nd</sup> year of this agreement the eligible vacation shall be earned as follow:

Full-time employees begin earning vacation benefits from the date of employment. The benefit is based on continuous company service and is accrued weekly at a rate commensurate with the following anniversary interval:

Upon hire 40 hours per year (77 hrs./week)

After 2 Years of service 80 hours per year (1.54 hrs./week)

After 6 Years of service 120 hours per year (2.31 hrs./week)

After 13 Years of service 160 hours per year (3.08 hrs./week)

Employees will be eligible to take vacation after their first full year of service. After the first full year of service, vacation may be taken based on the actual number of hours currently available; however, the Employee will not be permitted to use more vacation hours than what is currently accrued. Vacation will be paid at the employee's hourly rate times the vacation hours taken. The maximum accrual is 2 (two) times the employee's annual rate, after which no vacation will accrue until the balance is reduced.

A written response will be given within five (5) working days to an employee's submitted request for vacation.

- 24.2 Upon request, Employees will be paid for their earned vacation on the last regular pay day preceding the vacation period. The rate of pay shall be based on the four (4) pay periods immediately preceding the vacation for incentive Employees; however, where a holiday falls within the four (4) pay periods, the week preceding such holiday shall be used in computing vacation pay based on forty (40) hours times their classification rate, or the Employee's regular scheduled work week. Regular full-time Employees shall receive vacation pay based on forty (40) hours times their classification 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 months of November and December and the Employees shall select their vacation by seniority. If an Employee fails to select as set forth above, he must give his Employer at least sixty (60) days notice prior to the effective date of his vacation. However, those Employees who select in November and 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. Submitted vacation request will receive a response within five (5) working days.
- 24.7 Upon sale or transfer of ownership of any plant, or upon dissolution of business, vacation pay for all months worked prior to the sale for which no vacation pay has been given shall be paid to all Employees by the seller.

**25. ILLNESS, LEAVE OF ABSENCE AND MATERNITY LEAVE**

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

- 1) After six (6) months' continuous service, ninety (90) working days.
  - 2) After five (5) years' continuous service, one hundred twenty (120) working days.
  - 3) After fifteen (15) years' continuous service, one hundred fifty (150) working days.
  - 4) After twenty (20) years' continuous service, one hundred eighty (180) working days.
- 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 and be eligible for rehire in accordance with State and Federal laws and court decisions.
- 25.5 Except when necessary to attend funerals, one (1) leave of absence per anniversary year shall be granted, up to twenty (20) working days without pay, to Employees who have been in the employ of the Employer for one (1) year or longer and who can prove legitimate and bona fide reasons such as, but not limited to: serious illness, death in the immediate family or jury duty. A leave of absence shall not be granted in conjunction with a vacation unless an Employee notifies his 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 Article may be discharged forthwith, suspended or otherwise disciplined.
- 25.6 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.
- 25.7 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 this Article.
- 25.8 The provisions of this Article, where applicable, shall include such leave as Employees are entitled to and is required by the Family and Medical Leave Act of 1993, Public Law No. 103-3 ("FMLA") and California law granting family and medical leave rights. Accrued paid vacation leave shall not be substituted for FMLA leave unless the Employee requests it.
- 25.9 The Company will comply with the California Family School Partnership Act.

**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 the following days after layoff;

Up to 180 days employment:	90 days
180 days – 1-year employment:	180 days
1 year – 5 years employment:	270 days
Over 5 year’s employment:	365 days
- 4) is absent more than ninety (90), one hundred twenty (120), one hundred fifty (150) or one hundred eighty (180) working days as spelled out in Article 25.1;
- 5) fails to report to work within three (3) working 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 26.2 3) above, or;
- 6) is absent from work one (1) working day without notification to the Employer. However, when an Employee has extenuating circumstances beyond his control and is unable to report to work or notify the Employer, this will be taken into consideration by the Employer prior to any action being taken.

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) Length of Seniority;
- 2) Knowledge, skill, efficiency on the job.

## 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 works at least four (4) hours in a higher paid classification, the employee shall be paid at the higher rate
- 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.
- 27.5 When an opening occurs in the plant, including but not limited to, shifts and workweek, the opening will be posted for three (3) working days. Such posting shall include duties, hours, workweek and wage scale. Interested employees must let their immediate supervisor know in writing of their desire to take the position. Part-time employees will be allowed to bid on open full-time positions and will be given preference over outside candidates. If no one requests the position within the three (3) working days, the Employer may assign someone to the position or hire a new Employee. Vacancies created by someone successfully bidding to another position will not be subject to the posting and bid process. When determining the successful bidder, the following criteria will be used in the following order:
- 1) Length of seniority
  - 2) Physical fitness for the essential functions of the job.
  - 3) Knowledge, skill, efficiency on the job.

The Employer shall be the sole judge of qualifications and ability for accepting such a bid.

- 27.6 Interest list. The Employer recognizes the desire of its employees to make promotion opportunity a matter of fair and equal treatment. To facilitate that desire, the Employer shall post on the Company bulletin board an interest list which will be bid by an employee on a preference basis as follows:
1. Plant-wide seniority
  2. Layoff status seniority

Jobs which are open because of the successful bidding of another job shall not be subject to bid; however, the Employer, whenever possible, will fill the job from present available employees who are qualified prior to bringing in a new hire.

Temporary openings which might occur because of seasonal fluctuations, vacations, leaves of absence or illness, shall not be subject to bid. All such first job bids will be posted for a period of three (3) working days. Each such posting shall be accompanied by a list of the qualifications required to bid the job, as well as the job performance standards pertaining to that particular job. The successful bidder will be placed on the new job for a trial period of one (1) week. If, during the trial period, the employee does not perform the new job satisfactorily, he/she shall return to his/her prior job and the next person on the bidding list will receive a trial period of one (1) week under the same terms and conditions until the list is exhausted.

The above interest list shall be limited to one (1) most qualified applicant.

Employees must have the skill and ability to perform the functions of the vacant job and must have a personnel file with the employer, prior to the transfer/bid, that does not reflect any misconduct, substantial violations of Employers rules or policies, standards or suspension from work during the twelve (12) months prior to the transfer. The successful bidder will be given the new job for a trial period one (1) week.

## **28. STEWARDS**

- 28.1 The Union may select, depending on the size of each plant a number of Employees, but not to exceed (2) per plant per shift; 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. MEALS AND REST PERIODS**

- 29.1 Every 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 (3-1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. The Company will allow fifteen (15)

minutes net rest time for soil sort workers who have to put on and take off personal protective equipment (PPE).

**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 classification rate.
- 30.4 Employees required to work beyond their regular quitting time as a result of a breakdown shall be paid one and one-half (1-1/2) times the classification rate of pay for all hours worked past their regular quitting time. A shift premium in addition to time and one-half (1-1/2) shall not be paid for any hours worked past their regular quitting time.
- 30.5 If, because of a breakdown, the Employer requires Employees to work on a regularly scheduled day off to "catch up," such work shall be at straight time pay as long as the Employee has not exceeded forty (40) hours worked. Additionally, work on the "catch up" day is voluntary, but will be assigned to the least senior Employee if there are no volunteers.

**31. NO DISCRIMINATION**

- 31.1 The Employer provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. The Employer complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

The Employer expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of the Employer's employee to perform the expected job duties is absolutely not tolerated.

## **32. WAGES**

- 32.1 SCALES: The wage scales are attached as Schedule A.
- 32.2 PERSONALIZED RATES: All personalized rates shall be red circled and Employees shall receive one-half (1/2) the negotiated increases until the classification rate in which the Employee is working is the same or greater than their personalized rate.
- 32.3 LEAD WASHER, LEAD DISTRIBUTOR: Where there is one (1) or more washer and distributor employed, one (1) in each classification, on each shift, shall be designated as a Lead Washer or Lead Distributor and shall receive the wage designated in this Agreement. A Lead Distributor shall be designated within each plant and paid Twenty-Five Cents (\$.25) above the Distribution rate. A Lead Distributor must have supervisory functions in order to be designated Lead Distributor.
- 32.4 LEAD PERSON: When the Employer designates an Employee as a Lead person, they shall receive \$0.50 per hour more than their classification rate. The employees currently making above the lead rate shall maintain their current lead rate.
- 32.5 NEW CLASSIFICATIONS: Job classifications listed herein are general for the industry, but do not necessarily contain classifications for all jobs for each particular plant.
- 32.6 Where individual jobs are not identified and covered by the above general classifications, such jobs shall be classified by the work performed and the rate of pay shall be determined by evaluation. Job evaluation shall be based on other job rates in the industry. Job rates resulting from evaluation shall be by express agreement between the Employer and the Union.

## **33. GRIEVANCE PROCEDURE**

- 33.1 This grievance procedure shall be applicable to all disputes between the parties.



- 33.2 The first step will be for the grievant and his/her supervisor to attempt to resolve the grievance with the assistance of the Shop Steward if requested by the employee.
- 33.3 If the first step meeting fails to resolve the grievance, it will then be reduced to writing and submitted by the Union within thirty (30) days of the occurrence. The Union Representative and the Plant Manager will then meet to attempt to resolve the disputes.
- 33.4 If Human Resources and the Union Representative fail to resolve the dispute, it will then be submitted to the Federal Mediation and Conciliation Service. At an informal hearing, the Mediator will attempt to resolve the issues, following a presentation of each party's case. If both the Company and the Union agree prior to the hearing, the decision of the Mediator will be binding.
- 33.5 If the grievance is not disposed of at the hearing with the Mediator, then the matter shall be submitted to arbitration within thirty (30) days of the conclusion of the hearing with the Mediator. When a grievance is submitted to arbitration, the Employer and the Union will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services and alternately scratch names until one (1) arbitrator remains.
- 33.6 The decision of the designated arbitrator shall be final and binding upon both parties. Should either party refuse to accept such decision, and then the other party may take whatever action they deem necessary to force compliance with said decision.
- 33.7 It is hereby agreed that the cost of the arbitrator through the Federal Mediation and Conciliation Service and the incidental cost added thereto shall be borne equally by the Union and the Company.
- 33.8 It is hereby agreed that the limitation as to time as set forth in this clause shall not be applicable if a delay is occasioned by reasonable inability by either one of the parties to meet within the prescribed time limits.
- 33.9 It is further agreed that any dispute involving wage rates, overtime or other matters involving the pay of employees must be filed in writing within thirty (30) days of the act or omission which is grieved and retroactive compensation shall be limited to three (3) months preceding the date of filing.
- 33.10 Pending the decision of any question referred to this Grievance Procedure work shall be continued in accordance with the provision of this Agreement.

**34. STRIKES, LOCKOUTS AND PICKETING**

- 34.1 There shall be no lockouts, strikes, slowdowns, work stoppages or interference with production, including sympathy strikes, picketing, or boycotts, for any reason whatsoever during the period of this Agreement.
- 34.2 The Union, its officers, agents, and members agree that they will not authorize, ratify, permit, aid, assist or participate in any strikes, slowdowns, work stoppages or interference with production, including sympathy strikes, picketing, or boycotts, for any reason whatsoever.
- 34.3 If any unauthorized strike, slowdown, work stoppage or interference with production, including sympathy strike, picketing, or boycott occurs, or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.
- 34.4 The Union agrees to support the Employer fully in maintaining operations in every way. Should picketing be occasioned by persons or organizations other than the Union, Employees may refuse to cross such picket lines as are lawful, primary lines, and are officially and specifically sanctioned or approved by all three (3) of the following:
- 1) The Los Angeles County Federation of Labor, AFL-CIO and;
  - 2) The Workers United International Union and;
  - 3) The Executive Board of Local 52, Western States Regional Joint Board.

**35. MEDICAL, LIFE, DENTAL PLAN, PRESCRIPTION PLAN AND VISION PLAN**

- 35.1 Effective June 1, 2022, the Employer shall contribute to the Welfare Trust Fund up to the sum of Five Hundred and Thirty Five Dollars (\$535.00) per month for each eligible Employee of which Seventeen Dollars (\$17.00) per week shall be paid by each eligible Employee through payroll deductions.
- 35.2 Effective June 1, 2023, the Employer shall contribute to the Welfare Trust Fund up to the sum of Five Hundred and Thirty Five Dollars (\$535.00) per month for each eligible Employee of which Seventeen Dollars (\$17.00) per week shall be paid by each eligible Employee through payroll deductions.
- 35.3 Effective June 1, 2024, the Employer shall contribute to the Welfare Trust Fund up to the sum of Five Hundred and Thirty Five Dollars (\$535.00) per month for each eligible Employee of which Seventeen Dollars (\$17.00) per week shall be paid by each eligible Employee through payroll deductions.

- 35.4 Effective June 1, 2025, the Employer shall contribute to the Welfare Trust Fund up to the sum of Five Hundred and Thirty Five Dollars (\$535.00) per month for each eligible Employee of which Seventeen Dollars (\$17.00) per week shall be paid by each eligible Employee through payroll deductions.
- 35.5 The Employer shall be responsible for any benefits which would have accrued to an Employee if the Employer fails to make payments for an Employee as herein provided.

**36. PENSION PLAN**

- 36.1 The employer shall contribute to the National Retirement Fund (NRF) the sum of Forty – One Dollars and Fifty- Two Cents (\$41.52) per month for each eligible Employee. Additionally, the Employer will contribute to the Pension Fund in accordance with the Pension Recovery Act surcharge / taxation and the national agreement between Mission Linen and the Trust Fund as follows.

**37. GENERAL PROVISIONS APPLICABLE TO TRUST FUND. AND DELINQUENCY PROCEDURE**

- 37.1 Each Employer bound by this Agreement hereby agrees to abide and be bound by all the terms and provisions of the Welfare Trust Fund Indenture as executed and as it has been and may from time to time be amended.
- 37.2 An eligible Employee with respect to whom monthly contributions are required to be made shall mean:
- 1) Any Employee covered by this Agreement who was employed by the Employer the first (1st) working day of the preceding calendar month and who has been on the payroll a full calendar month including the first (1st) working day of the month.
  - 2) Any Employee covered by this Agreement who was eligible for benefits from the Welfare Trust Fund or an eligible participant of the National Retirement Fund (NRF) within six (6) months prior to his date of hire; payments on behalf of such Employee shall be due on the first (1st) working day of the month following or coincident with his date of hire.
- 37.3 Trust Fund contributions (together with report forms supplied by the Trust Funds for such purposes) shall be submitted by the Employer to the Trust Funds' offices at 920 South Alvarado Street, Los Angeles, California 90006--3098, or to such other place designated by the Trustees of the Trust Funds.

- 37.4 Contributions shall be made by the tenth (10th) day of the month for which payment is due. Payments not received in full by the twentieth (20th) day of the month shall be considered delinquent and subject to an amount equal to the greater of interest on the unpaid contribution at the highest rate permitted by law, or liquidated damages of twenty percent (20%) of the amount of the contribution. This amount shall become due and payable to the Trust Funds by the delinquent Employer upon the day immediately following the date on which the contribution or contributions became delinquent and shall be in addition to said contribution or contributions; provided, however, the Trustees may waive payment of the liquidated damages, or any portion thereof, in a particular case upon good cause satisfactory to the Trustees.
- 37.5 In any suit brought by the Trustees of the Trust Funds to collect contributions, the Trustees of the Trust Funds shall be entitled to the unpaid contributions, interest on the unpaid contributions or liquidated damages, whichever is greater; reasonable attorneys' fees; costs of suit; and such other legal or equitable relief as the court deems appropriate.
- 37.6 Upon request of the Trustees the Employer shall make available such books, records and reports as the Trustees' auditor deems appropriate to determine that the Employer has made required contributions. In the event the Trustees determine that the Employer failed to make the required contributions, the Trustees may assess the Employer the cost of the audit.
- 37.7 In the event of failure by the Employer to make contributions by the time they are due, the Trustees shall take whatever action they deem appropriate. If an Employer is delinquent in payment of contributions, the Union may, after seventy-two (72) hours written notice of such delinquency, take any legal action necessary, including the right to file a grievance or the right to strike to collect such contributions, along with interest or liquidated damages, notwithstanding any other clause of this Agreement.

## **38. SICK LEAVE**

- 38.1 All Employees covered by this Agreement who have been continuously employed by their Employer for the period of at least one (1) year shall be entitled to a total of forty (40) hours sick leave with pay per year. Sick leave pay shall commence on the first (1<sup>st</sup>) day of illness. If the Employer 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 of disciplinary action.
- 38.2 Subject to the following paragraph, full pay shall mean five (5) eight (8) hour days' pay for "5/40" or four (4) ten (10) hour days pay for "4/40 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.

- 38.3 Sick leave pay shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an Employee, shall not exceed one hundred percent (100%) of the Employee's regular daily wage at straight time. If the sick leave pay allowance to an Employee hereunder when so combined with any such State disability daily benefits received by the Employee exceed one hundred percent (100%) of his regular daily rate at straight time, for any one (1) day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the Employee by reason of any such reduction shall be retained in the Employee's sick leave pay account as a part of his accumulated sick leave pay credits.
- 38.4 Unused sick leave benefits in any one (1) year shall accumulate from year to year to a maximum of fifty (50) days. However, Employees may have the choice of receiving one-half (1/2) pay for any and all sick days accumulated over fifty (50) days, payable in the year in which they are accumulated, or they may continue to accumulate. Employees who retire shall have their entire sick leave accumulated paid at retirement. Employees who have twenty (20) years or more of service with the Employer may have their entire sick leave accumulated bank paid at the termination of their employment with the Employer,
- 38.5 Sick leave credit shall continue to accumulate during periods of sickness, injury, temporary layoff or leave of absence. However, after twenty (20) consecutive working days of absence all credit shall cease and Employee's accumulated sick leave shall be pro-rated during such periods of absence.

## **39. FUNERAL LEAVE**

- 39.1 Employees shall be entitled to three (3) days funeral leave with pay to attend the funeral for a member of their immediate family. An additional two (2) days shall be granted to attend a funeral that is more than 500 miles away. Immediate family is defined as mother, father, spouse, children, sister, brother, grandfather, grandmother, grandchildren, mother – in- law, father – in – law or domestic partner.

**40. UNION BUSINESS LEAVE**

40.1 Employees covered by this contract may seek a leave for Union business. Any request for such leave shall be given in writing to management two (2) weeks before such leave, if approved is scheduled to commence. No such leave may exceed one hundred fifty (150) days. All leaves for Union business must be mutually agreed upon by the Employer and the Union. During such leave the Employer will continue the seniority of the Employee on leave and the accrual benefits based on seniority.

**41. RESPECT AND DIGNITY**

41.1 The Employer and the Union agree that each employee and representative of the Employer should be treated with respect and dignity. Verbal abuse, threats, or harassment by co-workers, managers or supervisors will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those case (i) where the employee requests a witness or Union Representative or (ii) where necessary to protect the immediately personal safety of property of employees or the Employer or (iii) where another employee is present for translation purposed 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.

**42. JURY DUTY**

42.1 The Employees shall be paid for up to three (3) days of Jury Duty. Official notice shall be submitted to the Employer prior to such leave being granted.

**43. ETHNIC AND CULTURAL DIVERSITY**

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

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

43.3 Discharge or Suspension of Employees based on information regarding their immigration status. In the event that the Employer is legally required to suspend or discharge an employee, on account of information and/or documentation obtained concerning his/her immigration or citizenship status,

any such suspended or discharged employee will retain their seniority and he/she may be reinstated to employment on the presentation of documentation and/or information establishing her/his right to be employed by the Employer within the terms of Section 27.1 of this agreement.

Upon her/his reinstatement, any such employee shall be granted the seniority held by the employee on the date her/his suspension and/or discharge. If the employee returns within two (2) weeks, they will be placed in their former position. If the employee returns after two weeks, they will be entitled to any open position of their choice for which they are qualified or to displace an employee in their 90-day probationary period. If there are no such positions available, the employee shall be placed on layoff status with all the rights of any laid off employee according to seniority.

- 43.4 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 questioning of employees to occur in as private a setting as possible in the workplace.

- 43.5 The Employer shall grant employee excused absences, where given one week's prior notice for the following purpose:

To attend any appointments scheduled by the INS or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Employer may require proof of the appointment and proof of the family relationship.

- 43.6 (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 Employer change her/his records regarding her/his name or social security number, and the Employer can lawfully do so it will do so and change will not prejudice the employee's seniority or other rights under the agreement.

(d) Should an INS Agent demand entry into the Employer's premises or the opportunity to interrogate, search or seize the person or property of any employee, then the Employer shall immediately notify the Union by telephone to the Union office.

**44. LABOR - MANAGEMENT COMMITTEE**

- 44.1 There is hereby established a Labor-Management Committee. The Committee may be called to order by the Union or the Employer. The permanent members of the committee shall be the representatives of the Union and the representatives of Mission Industries.
- 44.2 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.

**45. GENERAL SAVINGS CLAUSE**

- 45.1 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.

**46. CHANGES IN THE LAW**

- 46.1 The Parties agree that, in the event of a change in local, city, state or federal law that modifies, changes or otherwise may affect the terms or conditions of employment as set forth in this collective bargaining agreement, the Parties will meet to discuss how the change affects the terms or conditions of the Agreement. It is intended that, in no event, shall any such change in the law be permitted to add to, or take away from rights and privileges afforded under this Agreement and that the parties will make appropriate adjustments in the terms of this Agreement to achieve that result. Either party may re-open the Agreement for negotiations only on the terms affected by the change in local, city, state or federal law. The No Strike Clause shall not apply to any reopener.

**47. DISCUSSING DECLARED EMERGENCIES AND EFFECTS ON BUSINESS**

- 47.1 In the event of an emergency declared by federal, state, or local government agencies, the parties agree to discuss the effects of the declared event. The parties may engage in negotiations with regard to mandatory subjects affected by the declared event and appropriate time limits for any agreed temporary changes to the collective bargaining agreement; however, such negotiations in no way diminish or change the terms of Section 28-No Strike/No Lockout.



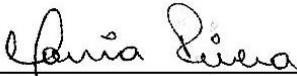
**48. DURATION OF AGREEMENT**

48.1 This Agreement shall become effective December 31, 2022 and shall remain in effect through December 31, 2025 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Chino, California, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Local 52, Western States Regional Joint Board

MISSION LINEN SUPPLY

By   
Maria Rivera  
Regional Manager

By   
Sean Hearn  
Director of Employee Relations

**SCHEDULE A**

**WAGE SCALES**

**MISSION LINEN SUPPLY  
Plants #3400 & #8500**

Wage Rate Per Hour Effective

<b>CLASSIFICATIONS</b>	1/1/22	\$1.25 Upon Ratification	\$0.50 1/1/24	\$0.40 1/1/25
Lead Washer	\$16.15	\$17.40	\$17.90	\$18.30
Washer	\$15.70	\$16.95	\$17.45	\$17.85
Washroom Department Tumbler and Utility	\$15.50	\$16.75	\$17.25	\$17.65
Lead Distributor	\$15.65	\$16.90	\$17.40	\$17.80
Press-Distribution- Alterations	\$15.40	\$16.65	\$17.15	\$17.55
Order Clerk-Truck Loader-Custodian- Soil/Sort-Counter- Stacker	\$15.30	\$16.55	\$17.05	\$17.45
All Other Employees	\$15.20	\$16.45	\$16.95	\$17.35

New Employees are defined as Employees not previously covered by this Agreement. New Employees' classification rates shall be:

- First 2 months of employment - 80% of the classification rate.
- 3 through 6 months employment - 90% of the classification rate.
- After 6th month of employment - Classification rate.

It is agreed and understood that the New Employee's rates of pay will increase as a percentage of each across-the-board increase negotiated in this Agreement.

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

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:	\$0.30 per hour

