

**AGREEMENT**

**BETWEEN**

**LOCAL 52  
WESTERN STATES REGIONAL JOINT BOARD**

**AND**

**MISSION LINEN SUPPLY**

**PLANTS  
0100, 0400, 1400, 2400, 2600,**

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

## Table of Contents

SECTION 1.	DEFINITIONS .....	4
SECTION 2.	JURISDICTION.....	5
SECTION 3.	UNION MEMBERSHIP .....	5
SECTION 4.	MANAGEMENT PREROGATIVES .....	6
SECTION 5.	PLANT VISIT .....	6
SECTION 6.	DISCIPLINE AND DISCHARGE.....	7
SECTION 7.	WILDCAT STRIKES .....	7
SECTION 8.	PRE-EXISTING WORKING CONDITIONS AND BENEFITS.....	7
SECTION 9.	VENTILATION AND DRESSING FACILITIES .....	8
SECTION 10.	SANITATION AND SAFETY .....	8
SECTION 11.	EMPLOYEES' DONATIONS AND DEDUCTIONS.....	9
SECTION 12.	BULLETIN BOARD.....	10
SECTION 13.	UNIFORMS.....	10
SECTION 14.	DUES DEDUCTIONS .....	10
SECTION 15.	STEWARDS.....	11
SECTION 16.	REST AND MEAL PERIOD .....	11
SECTION 17.	INTERMITTENT PERIODS OF WORK.....	13
SECTION 18.	FILING OF CLAIMS .....	13
SECTION 19.	DISCRIMINATION.....	14
SECTION 20.	WORKING HOURS AND OVERTIME .....	14
SECTION 21.	TIME RECORDS .....	15
SECTION 22.	SHIFTS.....	15
SECTION 23.	SATURDAY WORK (Linen Plant Only) .....	16
SECTION 24.	CALL-IN TIME .....	16
SECTION 25.	GUARANTEED WORK WEEK .....	16
SECTION 26.	PAY DAY.....	16
SECTION 27.	HOLIDAYS.....	17
SECTION 28.	VACATIONS .....	18
SECTION 29.	ILLNESS AND LEAVE OF ABSENCE .....	20
SECTION 30.	SENIORITY .....	22
SECTION 31.	TRANSFERS.....	22
SECTION 32.	GRIEVANCE PROCEDURE .....	24
SECTION 33.	NO STRIKE – LOCKOUT .....	25
SECTION 34.	MEDICAL, LIFE, DENTAL, PRESCRIPTION DRUG AND VISION PLANS .....	25
SECTION 35.	PENSION PLAN.....	26
SECTION 36.	GENERAL PROVISIONS APPLICABLE TO TRUST FUNDS AND DELINQUENCY PROCEDURES.....	26
SECTION 37.	SICK LEAVE .....	27
SECTION 38.	WORKING RULES .....	29
SECTION 39.	INSPECTION OF RECORDS .....	29
SECTION 40.	SUCCESSORS .....	29
SECTION 41.	WAGES .....	29
SECTION 42.	FUNERAL LEAVE.....	31
SECTION 43.	JURY DUTY .....	31

SECTION 44.	ETHNIC AND CULTURAL DIVERSITY .....	31
SECTION 45.	RESPECT AND DIGNITY.....	32
SECTION 46.	JOINT LABOR-MANAGEMENT COMMITTEE.....	32
SECTION 47.	USERRA .....	33
SECTION 48.	CHANGES IN THE LAW .....	33
SECTION 49.	GENERAL SAVINGS CLAUSE.....	33
SECTION 50.	DISCUSSING DECLARED EMERGENCIES AND EFFECTS ON BUSINESS .....	33
SECTION 51.	DURATION OF AGREEMENT.....	34
	WAGE SCALE.....	35
	MISSION LINEN SUPPLY .....	35
	#0100, #0400, #1400, #2400.....	35
	WAGE SCALES.....	37
	MISSION LINEN SUPPLY #2600 .....	37

# AGREEMENT

## MISSION LINEN SUPPLY

PLANT #0100, #0400, #1400, #2400, #2600

This agreement made and entered into on December 31, 2022, by and between Mission Linen Supply, hereinafter called the Employer and Western States Regional Joint Board, Local 52, hereinafter referred to as the Union, for and on behalf of itself and the Employee covered hereby.

WITNESSETH:

WHEREAS, the Employer, the Union and the Employees covered hereby are mutually desirous of providing a basis for fair dealings between Employer and Employees covered hereby, of stabilizing conditions so as to maintain the service of the Employer in high public repute; and further, of promoting the general welfare of both the Employees covered hereby and the Employer; and

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

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

NOW, THEREFORE, be it agreed that:

### **SECTION 1. DEFINITIONS**

- 1.1 The Employer, as used herein, means Mission Linen Supply and other firms names doing business as Mission Linen Supply as listed hereinabove.
- 1.2 Union, as used herein, means the, Local 52, Western States Regional Joint Board within whose jurisdiction.
- 1.3 Employee shall mean any person/s solely engaged in production work designated by the job classification defined in the agreement, not to include supervisors or managers.

- 1.4 The Employer shall have the right to keep a Production Manager gainfully employed and to utilize his time to the best advantage at any needed working any department without such Production Manager being required to become a member of the of the Union, so long as such Production Manager shall not displace a regular Employee for more than four (4) hours in any one (1) day or any one (1) job only in the case of an emergency, major equipment breakdown, employee unavailability, or training.

**SECTION 2. JURISDICTION**

- 2.1 The Employer recognizes the Union as the sole collective bargaining agent for its employees engaged in production work at the following California plant of the Employer:

<u>PLANT NO.</u>	<u>LOCATION</u>
0100	Santa Barbara
0400	Santa Barbara
1400	Lancaster
2400	Oxnard
2600	Oceanside

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

**SECTION 3. UNION MEMBERSHIP**

- 3.1 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.
- 3.2 Whenever the Employer hires an Employee for work covered by this Agreement, he shall notify the Union immediately in writing, giving the name, address, social security number and starting date of each new or re-hire, and said Employee shall make application for membership in the Union and become a member within thirty-one (31) days from the date of employment, as a condition of employment.
- 3.3 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 money deducted once they have been turned over to the union.

- 3.4 The Employer agrees that upon the receipt of notice in writing by the Union that any Employee is not a member in good standing of that Union in accordance with this Section, he will remove such Employee from the payroll of the Employer within seven
- 3.5 The Employer agrees that it shall not be violation of this Agreement for any Union member to conform to and support union principles.

#### **SECTION 4. MANAGEMENT PREROGATIVES**

- 4.1 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 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 operations; to lease, sell or otherwise dispose of all or any part of this plant and equipment; and to increase or decrease the operation.
- 4.2 The foregoing enumeration of management right 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, not 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.

#### **SECTION 5. PLANT VISIT**

- 5.1 It is agreed by both parties that in the interest of collecting information, observing working conditions, and settling complaints of Employees the official representative of the Union may visit the plant of the Employer and confer with employees during working hours; provided, however, that such Union representative must call the office of the Manager two (2) hours in advance of the visit and before entering the plant shall report to the office of the Manager and notify the Manager or his representative of the intended visit; and provided further, that such visit and conference with such Employees shall not interfere with the Employees' work and the orderly operation of the plant.

## **SECTION 6. DISCIPLINE AND DISCHARGE**

6.1 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.

## **SECTION 7. WILDCAT STRIKES**

7.1 There shall be no strikes or work stoppages called either by the Shop Steward or any other Employee member of the Union who calls such strikes and participates shall be discharged immediately. The Company may exercise their right of refusal to re-hire any Employee who engages in the so-called wildcat strike.

## **SECTION 8. PRE-EXISTING WORKING CONDITIONS AND BENEFITS**

8.1 No Employee shall suffer, by reason of the 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 condition existed prior to the signing of this Agreement.

**SECTION 9. VENTILATION AND DRESSING FACILITIES**

9.1 The Employer shall furnish adequate ventilation for the premises on which the work is done. He shall provide adequate facilities for dressing purposes, which shall be comfortable and sanitary.

**SECTION 10. SANITATION AND SAFETY**

A. 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.

B. 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.

C. 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. Handwashing facilities will be made accessible to employees.

D. Protection from Bloodborne 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 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.

E. 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.

F. 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.

**SECTION 11. EMPLOYEES’ DONATIONS AND DEDUCTIONS**

11.1 Donations and contributions, charitable or otherwise, shall be voluntary, and any such solicitations shall be handled jointly by the Employer and the Union.

11.2 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.

- 11.3 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.

## **SECTION 12. BULLETIN BOARD**

- 12.1 The Employer agrees to provide a bulletin board for the use of the Union. All notices and bulletins issued by the Union shall be on Union stationary.

## **SECTION 13. UNIFORMS**

- 13.1 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 time while 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. The Employer will replace boots which are unserviceable due to normal wear and tear. Employees will be required to replace boots which are lost or destroyed due to Employee negligence.
- 13.2 Employees who sever their employment shall turn in all such uniforms and/or other property of the Employer that is in their custody.

## **SECTION 14. DUES DEDUCTIONS**

- 14.1 The Employer agrees to deduct from the Employee's wages all initiation fees, re-initiation fees, dues and assessments due the Union upon receiving general written authority from the Employees covered hereby, authorizing such deductions. Such deductions shall be forwarded to the Union office no later than the tenth (10<sup>th</sup>) of each month.
- 14.2 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 Union dues out of an Employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have turned over to the Union.

**SECTION 15. STEWARDS**

- 15.1 It is hereby agreed that the Union may select one (1) plus one (1) additional accredited representative in each plant per shift, to be known as steward.
- 15.2 The Employer shall be given written notice of the names of said stewards.
- 15.3 Stewards shall not be discriminated against in any manner by the Employer or his agent because of giving any information regarding violation of the Union Agreement or on account of his or her activities in presenting an adjustment of grievances or disputes to the Union.

**SECTION 16. REST AND MEAL PERIOD**

16.1 Rest Periods

Mission Linen authorizes and permits all Employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized and permitted rest period time shall be based on the total hours worked daily at the rate of ten (10) minute net rest time per four (4) hours of major fraction thereof. 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. Those locations that presently have fifteen (15) minute breaks shall remain the same. Rest period time shall be counted as hours worked for which there shall be no deduction from wages.

The following table illustrates the rest periods Employees are authorized and permitted to take:

Length of Shifts, Number of Rest Periods and Timing of Rest Periods:

- Less than 3.5 hours – None
- 3.5 to 6 hours – One 10 minutes rest period as close to the middle of the work period as is possible
- Over 6 hours and up to and including 10 hours – Two 10-minute rest periods as close to the middle of each work period as is practicable
- Over 10 hours and up to 14 hours – Three 10-minute breaks as close to the middle of each work week period as is practicable
- Over 14 hours – Four 10 – minute rest breaks as close to the middle of each work period as is practicable.

During rest periods, Employees are entirely free from labor, work, or any other employment-related duties. Employees shall not be “on-call” or be subject to any control by Mission Linen during their rest periods. If rest period is ever interrupted or if an Employee is unable to take a required rest break, the Employee shall immediately report

it to their supervisor of Human Resources department and all efforts will be made to reschedule the rest break.

## 29.2 Meal Periods

Mission Linen will not employ an Employee for a work period of five (5) or more hours per day without providing the Employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the Employee is no more than six (6) hours, the meal period may be waived by mutual consent of both Mission Linen and the Employee. Mission Linen will not employ an Employee for a work period of ten (10) or more hours per day without providing the Employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of Mission Linen and the Employee only if the first meal was not waived.

Managers and coworkers are responsible for ensuring that meal periods are planned and taken appropriately in the event of changes to work schedules. Coworkers must clock out for meal periods, which are unpaid. Coworkers will not be required to perform any work during meal periods and may use the time at their sole discretion, meaning they are entirely relieved of all labor, work, and all other employment-related duties and are free to leave all work areas. Coworkers who do not have access to a time clock will be provided a Meal Period Time sheet and are required to accurately record and sign for meal periods taken.

Employees shall not be “on-call” or be subject to any control by Mission Linen during their meal periods. If a meal period is ever interrupted or if an Employee is unable to take a required meal period, the Employee shall immediately report it to their immediate supervisor or the Human Resource department and all efforts will be made to reschedule the meal period, if possible.

### Meal / Rest Period Premiums

Unless Employees are exempt from applicable legal requirements. Mission Linen pays meal and rest period premiums as required by applicable law. Non-exempt coworkers who are not provided with a meal period in accordance with this policy, or who are not relieved of duty during otherwise prevented from taking an uninterrupted meal period of not less than thirty (30), will be paid for all time worked, plus the applicable meal period premium. Coworkers who are not authorized and permitted to take a rest period in accordance with this policy, or who are not relieved of duty or otherwise prevented from taking in uninterrupted rest period of not less than ten (10) minutes, will be paid the applicable rest period premium.

### Coworkers Responsibilities

Coworkers are expected to take meal and rest periods in accordance with this policy. If a coworker believes that business conditions will not allow them to take a meal or rest period in accordance with this policy. If a coworker believes that business conditions will not allow them to take a meal or rest period in accordance with this policy, the Employee must notify their supervisor in advance of the meal or rest period, or soon as

the Employee is able to do so. Any coworker who is unable to take meal or rest periods in accordance with this policy must immediately notify management and must submit a Meal/Rest Period Discrepancy form so that the appropriate premium can be paid if applicable. Failure to notify management of an inability to take meal or rest periods, may subject coworkers to disciplinary action.

## **SECTION 17. INTERMITTENT PERIODS OF WORK**

- 17.1 There shall be no intermittent periods of unemployment 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 ready, they shall be paid from the time they are ordered to work until actual work begins.
- 17.2 “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, and act of government or there similar causes.
- 17.3 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.
- 17.4 If an Employee is required to report for work and does report, but is not put to work or is furnished less than half said Employee’s usual or scheduled day’s work, the Employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours at the Employee’s regular rate of pay, which shall be not less that the minimum wage herein provided.
- 17.5 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 their classification rate 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.
- 17.6 In the event of an Energy Crisis where the local utility companies enforce a voluntary shutdown during specified periods of the day, the Employer and the Union will mutually agree on alternate or optional shift schedules to meet such an emergency.

## **SECTION 18. FILING OF CLAIMS**

- 18.1 No employees covered hereby shall be discharged or discriminated against because of filing any claim of alleged violation of this Agreement; nor shall any Employee be discriminated against or discharged for giving information regarding the alleged violation of this Agreement to the Union or its authorized representative.

## **SECTION 19. DISCRIMINATION**

19.1 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.

## **SECTION 20. WORKING HOURS AND OVERTIME**

- 20.1 The regular straight time work week shall be any five (5) consecutive days out of seven (7) days:
- 20.2 Five (5) consecutive eight (8) hour days, guaranteed forty (40) hours, referred to as "5/40".
- 20.3 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.
- 20.4 Time and one-half (1-1/2) the classification rate shall be paid for the time worked:
- 20.5 "5/40" in excess of Eight (8) hours per day, forty (40) hours per week, on the sixth (6<sup>th</sup>) consecutive day worked, or thirty-two (32) hours in weeks wherein a holiday occurs.
- 20.6 All work of the regular forty (40) hour week for the first (1<sup>st</sup>) shift shall be performed from 4:00 A.M. to 3:00 P.M. inclusive.
- 20.7 All work of the regular forty (40) hour week for the second (2<sup>nd</sup>) shift shall be performed from 2:00 P.M. to 1:00 A.M. inclusive.
- 20.8 All work of the regular forty (40) hour week for the third (3<sup>rd</sup>) shift shall be performed from 10:00 P.M to 9:00 A.M. inclusive.
- 20.9 On all day, including Sundays and holidays when at work, all Employees shall be required to take not less than one- half (1/2) hour nor more than one (1) hour for lunch, and under no circumstances shall any Employee be required to work more than five (5) consecutive hours without a lunch period.

- 20.10 Work on the seventh (7<sup>th</sup>) consecutive day worked shall be paid for at double the classification rate of pay; provided, however, that Section 27.7 shall apply where the seventh (7<sup>th</sup>) consecutive work day falls on a Sunday immediately preceding or following a holiday.
- 20.11 Except in the case of emergency, Employees will be given notice before lunch that they will be required to work overtime that day.

**SECTION 21. TIME RECORDS**

- 21.1 Time records will be maintained by the Employer for all Employees for the purpose of recording time worked. The records will show the actual time employment begins and ends each day, and the hours worked for the day, and the total hours for the pay period.
- 21.2 Time clocks or other adequate time recording devices will be maintained by the Employer for the purpose of recording upon the time cards the actual hours worked by the Employee covered hereby.
- 21.3 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 and shall be available for Union inspection during regular business hours.
- 21.4 Employees shall be paid for all time worked based on their actual clock in and clock out time.

**SECTION 22. SHIFTS**

- 22.1 In the event it become necessary for the Employer to establish more than one (1) shift, the Employer further agrees to pay all Employees covered hereby working the second (2<sup>nd</sup>) shift Ten Cents (\$0.10) per hour above the wage scale, and further agrees to pay all Employees covered hereby working the third (3<sup>rd</sup>) shift Ten Cents (\$0.10) per hour above the wage scale.
- 22.2 Starting times:
- |               |                                  |
|---------------|----------------------------------|
| First Shift:  | Between 4:00A.M. and 10:00 A.M.  |
| Second Shift: | Between 2:00 P.M. and 6:00 P.M.  |
| Third Shift:  | Between 10:00 P.M. and 2:00 A.M. |
- 22.3 “Washroom” classification shall be permitted to come to work one (1) hour earlier than the regular shift without shift premium.
- 22.4 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.

22.5 The classification of “Janitor/ Custodian” ay work any five (5) of seven (7) days. Any work performed on his regularly scheduled day off, or on the sixth (6<sup>th</sup>) day, shall be paid at time and one-half (1-1/2).

**SECTION 23 SATURDAY WORK (Linen Plant Only)**

23.1 For the Linen Plants Only: Saturdays are to be counted as regular work days during the weeks of Memorial Day, Independence Day and Labor Day for the purpose of establishing the work week of the employee for holiday purposes.

**SECTION 24 CALL-IN TIME**

24.1 All regular employees ordered for work on ay 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 provided for under Section 17, in case of breakdown.

24.2 Any Employee who reports for work on a regular work day and who was not officially informed by management not to report on that particular day shall be considered as ordered to work.

**SECTION 25. GUARANTEED WORK WEEK**

25.1 ALL REGULAR Employees shall be guaranteed a minimum of Thirty –Six (36) hours work at their classification rate in any one (1) week, except as provided for in Section 17, in case of breakdown.

25.2 Any Employer who asks or suggest that a regular Employee covered hereby voluntarily take time off, in order to offset or waive any rights hereunder, shall in such cases be required to pay for hours not worked to make the thirty-six (36) hour guarantee.

25.3 The Employer shall file with the Union each month, with the checkoff sheet, the names and jobs held by all part-time Employees covered hereby. Any part-time Employees covered hereby not so filed shall be considered as regular Employees for purposes of the guaranteed work week.

**SECTION 26. PAY DAY**

26.1 Employees will be paid by negotiable checks on or before quitting time by no later than Thursday or each week for all work performed in the previous calendar week.



**SECTION 27. HOLIDAYS**

27.1 The following holidays shall be recognized by the parties to this Agreement:

- New Year's Day
- Presidents Day (Industrial Plants Only)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- \*Employee's Birthday
- \*\* Floating Holiday (Linen Plants Only)

27.2 \* With regard to the Employee's Birthday holiday, the Employee must have been on the Payroll of the Employer for a period of six (6) months after completing their probation period immediately preceding the holiday, and the Employee shall have the privilege of observing said holiday any time between a week before and a week after his or her birthday by mutual agreement with the Employer. However, not more than one (1) Employee may be off on any one (1) day and in the event the birthday falls on a Saturday, Sunday or holiday, the Employee may take another day off with pay.

27.3 \*\*With regard to the Floating Holiday, The Employer shall post a Floating Holiday list during the period from November and December of each year and the Employees shall select their floating Holiday by seniority. If an Employee fails to select as set forth above, the Employee must give the Employer at least two (2) weeks notice prior to the effective date of the Floating Holiday. However, those Employees who select a floating Holiday during the posting period shall have preference regardless of their seniority. After the Employer has approved a floating Holiday, the Employer cannot change the selected Floating Holiday without written approval of the Employee. Upon notice of less than two (2) weeks, the Employer may at its discretion grant the Floating Holiday.

27.4 All regular Employees of the Employer on the payroll of this Employer during the week when any of the above holidays occur, and who shall have worked all of the hours scheduled for work by the Employer, and the scheduled work day following the holiday shall be paid their regular day's pay for those holidays even though no work is performed on that day. If work is scheduled on a Saturday preceding a holiday week, it shall be considered as part of that holiday work week for the Employee to be eligible for holiday pay. Employees shall not lose holiday benefits when they have extenuating circumstances beyond their control and are unable to report to work. In the event of personal illness or illness of spouse or child, a note from a doctor will be required.

27.5 Employees working on hourly wage rates shall be paid for time not worked on any of the before-named holidays on the basis of eight (8) hours (for a "5/40" work week) or ten (10) hours (for a "4/40" work week) at the classification rate for the week.

- 27.6 When the hours of work on holidays and Sundays immediately preceding or following a holiday are less than four (4) hours, the amount of compensation to be paid to the Employees covered hereby shall be no less than four (4) hours at one and one-half (1-1/2) times the classification rate of pay in addition to holiday pay. Employees who work over four (4) hours but less than six (6) hours shall be paid for six (6) hours at one and one-half (1-1/2) times the classification rate for the day in addition to holiday pay. Employees who work over six (6) hours but less than eight (8) hours shall be paid for eight (8) hours at one and one-half (1-1/2) times the classification rate for that day in addition to holiday pay.
- 27.7 In weeks wherein a holiday occurs, thirty (30) hours (for a "4/40" work week) or thirty-two (32) hours (for a "5/40" work week) shall constitute the work week. Any time worked in excess of eight (8) or ten (10) hours in any one (1) day or thirty (30) or thirty-two (32) hours in a holiday week, shall be paid for at the rate of time and one-half (1-1/2) of the classification rate of pay, provided further that all Employees shall be paid for the herein specified holidays.
- 27.8 The Employer may declare the Friday before a Saturday holiday as a no-work day. Holiday pay shall be based on the number of hours of the regular scheduled work day (eight (8) hours for a "5/40" work week) or ten (10) hours (for a "4/40" work week).
- 27.9 When one (1) of the before-named holidays fall on a Saturday, which is outside the regular work week, said holiday shall nevertheless be paid to the Employees covered hereby at their classification rates of pay and forty (40) hours shall constitute the work week at their classification rates of pay.
- 27.10 When any of the before-mentioned holidays fall on Saturday, and the Employee covered hereby is required to work he shall receive overtime pay at the rate of one and one-half (1-1/2) times his classification rate of pay in addition to the holiday pay.
- 27.11 When any of the holidays fall on Sunday, the following Monday shall be observed as the holiday.
- 27.12 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 seniority.

## **SECTION 28. VACATIONS**

- 28.1 All Employees covered by this Agreement who have been in the employ of the Employer for one (1) year from the Employee's employment date, and each succeeding anniversary date of employment, shall have earned and shall receive one (1) week's (forty (40) hours) vacation with pay. The vacation pay shall be paid at the Employee's classification rate of pay for the period in which the vacation is earned.
- 28.2 All Employees who have been in the employ of the Employer for three (3) years from the Employee's employment date and each succeeding anniversary date of employment, shall

have earned and shall receive two (2) weeks' (eighty (80) hours) vacation with pay. The vacation pay shall be paid at the Employee's classification rate of pay for the period in which the vacation is earned.

- 28.3 All Employees who have been in the employ of the Employer for seven (7) years from the Employee's employment date and each succeeding anniversary date of employment, shall have earned and shall receive three (3) weeks' (one hundred and twenty (120) hours) vacation with pay. The vacation pay shall be paid at the Employee's classification rate of pay for the period in which the vacation is earned.
- 28.4 All Employees who have been in the employ of the Employer for fourteen (14) years from the Employee's employment date and each succeeding anniversary date of employment shall have earned and shall receive four (4) weeks' (one hundred and sixty (160) hours) vacation with pay. The vacation pay shall be paid at the Employee's classification rate of pay for the period in which the vacation is earned.
- 28.5 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.

- 28.6 Pay in lieu of vacation shall not be granted without mutual consent of the Union and the Employer.
- 28.7 The employer shall post a vacation list during the month 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 (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. Vacations may be taken at any time during the calendar year, however, no more than one (1) Employee may be on vacation at any one time without prior approval of the Employer. Any change in the vacation schedule as posted must be made with the Employer consent. Vacation request response shall be given within five (5) working days.

- 28.8 Regular part-time Employees covered hereby shall be covered by all the conditions as set forth in this Agreement for regular full-time Employees covered hereby. Holiday and vacations shall be figured on a pro-rata basis. When any one (1) of the holidays specified falls on a day in which a regular part-time Employee covered hereby is scheduled for work, then he shall be paid for the hours normally worked by him on that day, even though no work is performed.
- 28.9 Absence due to industrial accident and/or industrial illness shall be considered as time worked in determining seniority, vacation, severance and other contractual benefits earned hereunder.
- 28.10 Provided Further Employee is entitled to a twenty (20) workdays leave of absence without the forfeiture of vacation rights, provided Employee has a legitimate and bona fide reason for requesting this leave of absence.
- 28.11 Employees who have earned vacation shall be paid in advance at the start of the vacation period.
- 28.12 No holiday shall be included in any actual vacation time as the days are counted. If a holiday falls during the vacation period, the Employee has the option of an extra day's pay or receiving an extra day off with his or her vacation.

## **SECTION 29. ILLNESS AND LEAVE OF ABSENCE**

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

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

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

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

After twenty (20) years continuous service, two hundred ten (210) working days.

29.2 No vacation benefits shall accrue to any Employee after thirty (30) consecutive working days of absence.

- 29.3 Illness, and/or leave of absence and/or maternity leave shall not be accumulated. Regardless of anniversary year, such absences shall not extend beyond periods shown above.
- 29.4 An Employee who is absent due to industrial accident and/or illness shall maintain his prior seniority for purposes of rehire and future vacations, but he shall not accrue any vacation or holiday benefits other than those provided in Section 29.1.
- 29.5 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. A leave of absence must be requested by the Employee personally two (2) weeks prior to the needed time off, except in the case of an emergency or jury duty where the Employee did not receive two (2) weeks notice by the court. In the event of an emergency the Employee, or a member of the employees' immediate family must personally call the Plant Manager and give an explanation for the requested time off. Failure to either request a leave of absence in person or reporting an emergency to the Plant Manager within twenty-four (24) hours of the emergency requiring them to miss work, or failure to provide proof of a bona fide emergency upon return for an emergency will result in immediate discharge. A bona fide emergency will be limited to death in the immediate family (mother, father, spouse, child, mother in law, father in law, siblings) or emergency hospitalization of Employee only. The notification must be made to the Plant Manager, not office staff, clerks or other Employees. If the Employee is hospitalized and unable to call Management within twenty-four (24) hours, then he or she or a member of the employees' immediate family must do so as soon as possible with verification from the attending physician. Failure to comply with the above requirement will constitute job abandonment by the Employee.
- 29.6 Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job related purposes, temporary disabilities and shall be treated as an illness or accident in accordance with Section 29.1.
- 29.7 The provision of this Section, 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 103-3 ("FMLA"), and California law granting family medical leave rights. Accrued paid vacation leave shall not be substituted for FMLA leave unless the Employee requests it.
- 29.8 Employees covered by this contract shall be eligible for a leave for union business. Requests for such leave shall be given in writing to management two (2) week before such leave is scheduled. No such leave may exceed one hundred and twenty (120) days. Any employee on such leave 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 of benefits based on seniority.

The Employer shall have no obligation to pay wages or fringe benefit contributions during such leave, and shall receive credit for any sick leave days paid by the Union to the employee during the special leave, this to be applied against any sick leave payments the Employer may be required to pay during the leave.

29.9 The Company will comply with the California Family School Partnership Act.

**SECTION 30. SENIORITY**

30.1 Seniority shall be based on the length of continuous employment with the Employer. Reduction of the working forces recall from layoffs, and 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.

30.2 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 the working days as spelled out in Section 29.1.
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 her meets the requirements in Section 30.2.3 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.

30.3 In all cases of layoff and recall of forces, the following factor shall be considered

1. Knowledge, skills, efficiency on the job;
2. Physical fitness for the job; and
3. Length of seniority.

**SECTION 31. TRANSFERS**

31.1 Any Employee covered hereby transferred to a higher rate classification, who qualifies therefore, shall receive the rate of classification to which he is assigned. Employees

transferred to lower classification from day to day shall not suffer a reduction in their regular rate of pay.

31.2 Whenever any Employee does work within the duties of more than one (1) classification in excess of 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. Employees transferred permanently to another classification shall be so notified in writing stating the reason for such transfer and paid according to that classification.

31.3 When an opening occurs in a plant, the opening will be posted for three (3) working days. Such posting shall include duties and wage scale. Interested parties must let their immediate supervisor know in writing of their desire to take the position. If no one request 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. Knowledge, skill, efficiency on the job;
2. Physical fitness for the job; and
3. Length of Seniority.

31.4 Interest List. The Employer recognizes the desire to 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 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) 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 two (2) weeks. 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 two (2) weeks in the new job under the same terms and conditions until the list is exhausted.

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

## **SECTION 32. GRIEVANCE PROCEDURE**

- 32.1 This grievance procedure shall be applicable to all disputes between the parties.
- A. 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.
  - B. 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 dispute.
  - C. If the Plant Manager and the Union Representative fail to resolve the dispute, it will then be submitted to Human Resources in an attempt to resolve the dispute.
  - D. 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.
  - E. 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.
  - F. The decision of the designated arbitrator shall be final and binding upon both parties. Should either party refuse to accept such decision, then the other party may take whatever action they deem necessary to force compliance with said decision.
  - G. It is hereby agreed that the cost of the arbitrator through the Federal Mediation and Conciliation Service and the incidental costs added thereto shall be borne equally by the Union and the Company.
  - H. 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.
  - I. 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.
  - J. Pending the decision of any question referred to this Grievance Procedure work shall be continued in accordance with the provisions of this Agreement.



**SECTION 33. NO STRIKE – LOCKOUT**

33.1 A. There shall be no lockouts, strikes, slow downs, work stoppages or interference with production, including sympathy strikes, picketing, or boycotts, for any reason whatsoever during the period of this Agreement.

B. The Union, its officers, agents, and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, work stoppage or interference with the operations, including sympathy strikes, picketing or boycotts, for any reason whatsoever.

C. If any unauthorized strike, slow down, 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.

D. Notwithstanding the foregoing, employees may honor a picket line at a Mission facility where such a picket line has been established by employees represented by the International Brotherhood of Teamsters who are on an authorized and legal strike at that facility and where there is no collective bargaining agreement in effect between the International Brotherhood of Teamsters and Mission Linen at that facility or where struck work from another facility has been moved to the facility covered by this agreement.

**SECTION 34. MEDICAL, LIFE, DENTAL, PRESCRIPTION DRUG AND VISION PLANS**

**Plants #0100, #0400, #1400, #2400, #2600**

34.1 Effective June 1, 2022, the Employer shall contribute to the Welfare Trust Fund the sum of Five Hundred and Thirty Five Dollars (\$535.00), per month for each eligible Employee to provide medical, hospital, life, dental, prescription drug and vision benefits, of which Seventeen (\$17.00) per week shall be paid by each eligible Employee through payroll deductions.

34.2 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.

34.3 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.

34.4 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.

- 34.5 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 herein provided.

### **SECTION 35. PENSION PLAN**

- 35.1 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 which is inclusive of the Employer-contribution to the Pension Fund in accordance with the Pension Recovery Act surcharge / taxation and the national agreement between Mission Linen and the Trust Fund.

### **SECTION 36. GENERAL PROVISIONS APPLICABLE TO TRUST FUNDS AND DELINQUENCY PROCEDURES**

- 36.1 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.
- 36.2 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 (1<sup>st</sup>) working day of the preceding calendar month and who has been on the payroll a full calendar month including the first (1<sup>st</sup>) 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) Fund within six (6) months prior to his date of hire; payments on behalf of such Employee shall be due on the first (1<sup>st</sup>) working day of the month following or coincident with his date of hire.
- 36.3 Trust Fund contributions (together with report forms supplied by the Trust Fund for such purposes) shall be submitted by the Employer to the Trust Funds' offices at 920 South Alvarado Street, Los Angeles, California 90006, or to such other place designated by the Trustees of the Trust Funds.
- 36.4 Contributions shall be made by the tenth (10<sup>th</sup>) day of the month for which payment is due. Payments not received in full by the twentieth (20<sup>th</sup>) 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.

- 36.5 In any suit brought by the Trustees of the Trust Funds to collect contributions, the Trustees or the Trust Funds shall be entitled to the unpaid contributions; interest on the unpaid contribution or liquidated damages, whichever is greater; reasonable attorneys' fees; cost of suit; and such other legal or equitable relief as the court deems appropriate.
- 36.6 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.
- 36.2 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.

## **SECTION 37. SICK LEAVE**

- 37.1 New employees will be granted 24 hours of sick leave upon hire, which may be used starting the 91<sup>st</sup> day of employment. The first 24 hours of sick leave will be designated as protected under the Healthy, Workplaces, Healthy Families Act of 2014 (AB1522).

After their first-year anniversary, an employee's sick leave accrual will be brought up to 24 hours. Thereafter, employees will receive 40 hours of sick leave each anniversary year.

Except as it applies to protected state and federal family and medical leave, a doctor's note will be required under the following scenarios:

After three collective days of absence in a 12-month period predicated by the employee's hire date.

Employees are responsible for providing advance notice when they will be absent from work. The Company will provide two (2) numbers, a primary and a backup number, for the employee to call in. If the employee is unable to contact a manager on the primary number, the employee must leave a voice message and call the backup number. If the employee is not able to reach a manager on the back up number, they must leave a voice message and will be considered as having fulfilled the notification requirement, provided the attempt was at least one (1) hour prior to their scheduled start time. Employees are

responsible for obtaining the primary and back up numbers, which will be posted in the plant. Any other form of notification will not be acceptable. Failure to provide advance notice except when such notice is not possible due to physical incapacitation, may result in denial of paid sick leave and possible corrective action.

The Employer also agrees to comply with any State and/or Federal regulations concerning paid sick leave, school activities leave, pregnancy disability and family and medical leave.

- 37.2 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, calculated at straight time. 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.
- 37.3 Sick leave benefit shall be integrated with Unemployment Compensation Disability benefits and Workers' Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an Employee, shall not exceed one hundred percent (100%) of the Employee's regular daily wage at straight time. If the sick leave pay allowable to an Employee hereunder when so combined with any such State disability daily benefits received by the Employee exceeds one hundred percent (100%) of his regular daily rate at straight time, for any one (1) day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowable 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.
- 37.4 In order to effectuate the integration with the U.C.D., all sick leave will be broken down from days of sick leave as earned to hours and such sick leave will be used and retained as hours of sick leave.
- 37.5 Unused sick leave benefits in any one (1) year shall accumulate from year to year to a maximum of three hundred and twenty (320) hours.
- 37.6 The Employee shall receive his/her classification rate of pay for hours accumulated over three hundred twenty (320) hours based on the following schedule:
1. First (1<sup>st</sup>) year of the Agreement, sixty percent (60%) of the Employee's regular straight time rate of pay for all hours accumulated over three hundred and twenty (320) hours.
  2. Second (2<sup>nd</sup>) year of the Agreement, sixty percent (60%) of the Employee's regular straight time rate of pay for all hours accumulated over three hundred and twenty (320) hours.

3. Third (3<sup>rd</sup>) year of the Agreement, sixty percent (60%) of the Employee's regular straight time rate of pay for all hours accumulated over three hundred and twenty (320) hours.

### **SECTION 38. WORKING RULES**

- 38.1 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) working 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.

### **SECTION 39. INSPECTION OF RECORDS**

- 39.1 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.

### **SECTION 40. SUCCESSORS**

- 40.1 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 adopts this Agreement.

### **SECTION 41. WAGES**

- 41.1 SCALES: The wage scales are hereto attached.
- 41.2 PERSONALIZED RATES: All personalized rates shall receive the full negotiated increases
- 41.3 HEAD WASHER, HEAD MARKER, HEAD DISTRIBUTOR: Where there is one (1) or more Marker and Distributor employed, one (1) in each classification shall be designated as Head Marker and Head Distributor, and shall receive the wage designated in this Agreement.
- 41.4 Where there is one (1) or more washer employed, one (1) on each shift shall be designated Head Washer and shall receive the wage designated in this Agreement.

- 41.5 NO REDUCTION IN WAGES: No Employee covered hereby in said laundry, who prior to the execution date of this Agreement was receiving more than the rate of wages designated in the Scales contained herein for the class of work on which he or she was engaged, shall suffer a reduction of wages or of minimum hours of employment through the operation or because of the adoption of this Agreement.
- 41.6 The job classification and wage scales set forth in the Wage Scales cover the job classifications in effect at the time of the execution of this Agreement. In the event the Employer should find it necessary or desirable to create new jobs, an appropriate job rate shall be negotiated between the Employer and the Union.
- 41.7 INCENTIVE INCREASES: Under all wage scales here designated, all Employees covered hereby on piece work, incentive rates or any other plan, shall receive an increase added to their piece work, incentive rates or any other plan, equal to the amount added to the rate in the Wage Scales, and such increase shall be reflected into the method of pay determination so that all covered hereby shall receive the increase for all production where productivity is the basis for earnings, and all employees covered hereby working on an hourly basis shall receive the designated increase for all hours worked.
- 41.8 The term “incentive forms of pay” used throughout this Agreement refers to piece work, bonuses and incentives based on productivity.
- 41.9 Incentive standards and /or rates used as a wage determinant, and duly established and approved prior to this Agreement shall continue in force unless changed by expressed agreement between the Employer and the Union, in whole or in part.
- 41.10 The installation and use of any type of incentive plan may be established only by the express written agreement of the Employer and the Union.
- 41.11 All incentive plans or systems must conform to the “RULES AND REGULATIONS FOR INCENTIVE PLANS” attached hereto as a part of this Agreement. “All incentive plans” means incentive plans or systems in use or established prior to the date of this Agreement or installed and used during the tenure of this Agreement, upon express written authority.
- 41.12 No incentive plan or system shall, in any way whatsoever, reduce or impair the hourly classification rate contained in this Agreement, as the one and only wage determinant for a fair day’s work.
- 41.13 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.

## **SECTION 42. FUNERAL LEAVE**

42.1 Employees shall be granted three (3) days of funeral leave with pay to attend the funeral for a member of their immediate family. An additional two (2) unpaid days shall be granted to attend a funeral that is more than 500 miles away. The immediate family is defined as mother, father, spouse, children, brothers and sisters, mother-in-law, or father-in-law, grandparents, grandchildren and domestic partners to be defined as those people legally listed according to California state law and listed as a dependent on the employees insurance.

42.2 Should a co-worker pass away; the Company will make a reasonable attempt to accommodate for workers to attend services.

## **SECTION 43. JURY DUTY**

43.1 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.

## **SECTION 44. ETHNIC AND CULTURAL DIVERSITY**

44.1. 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.

44.2. 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.

44.3. 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 29.1 of this agreement.

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. 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.

44.4. In the event that the Employer is served with 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.

44.5. The Employer shall grant employee excused absences, where given one weeks' prior notice for the following purpose:

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

44.6 (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 name, 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.

#### **SECTION 45. RESPECT AND DIGNITY**

45.1 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 coworkers, managers or supervisors will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or Union representative or (ii) where necessary to protect the immediate personal safety or property of employees or the 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 manner. All acts of disrespect shall be subject to the grievance and arbitration procedure.

#### **SECTION 46. JOINT LABOR-MANAGEMENT COMMITTEE**

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

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



**SECTION 47. USERRA**

47.1 The Employer agrees to abide by USERRA.

**SECTION 48. CHANGES IN THE LAW**

48.1 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 such terms affected by the change in local, city, state or federal law. The No Strike Clause shall not apply to any reopener.

**SECTION 49. GENERAL SAVINGS CLAUSE**

49.1 It is the intent of the parties to abide by all applicable Federal and States 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 force and effect, and substitutions for the invalid provision or provisions shall be immediately negotiated.

**SECTION 50. DISCUSSING DECLARED EMERGENCIES AND EFFECTS ON BUSINESS**

50.1 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.

**SECTION 51. DURATION OF AGREEMENT**

51.1 PERIOD COVERED: This Agreement shall become effective on December 31, 2022, and shall remain in effect to and including December 31, 2025, and from year to year thereafter unless written notice is given sixty (60) days prior to any expiration date, by either party, that that such party intends to terminate the Agreement on the expiration date. Failure by either party to give such written notice shall be deemed to be definite and automatic consent to the renewal of the Agreement for a period of one (1) year following any expiration date hereinabove fixed.

MISSION LINEN SUPPLY

By:

Sean Hearn  
Sean Hearn, Director of Employee Relations

April 11, 2023  
Date

LOCAL 52, WESTERN STATES REGIONAL JOINT BOARD

By:

Maria Rivera  
Maria Rivera, Regional Manager

April 13, 2023  
Date

**WAGE SCALE**

**MISSION LINEN SUPPLY**

**#0100, #0400, #1400, #2400**

Classification	<u>1/1/22</u>	<u>1.25</u> <u>Upon Ratification</u>	<u>0.50</u> <u>1/1/24</u>	<u>0.40</u> <u>1/1/25</u>
<b>GROUP I</b>				
Head Washer	\$16.16	\$17.41	\$17.91	\$18.31
Washer/Industrial	\$15.65	\$16.90	\$17.40	\$17.80
Combination Washer/ Dryer Cleaner	\$15.65	\$16.90	\$17.40	\$17.80
Extractor/Puller-Loader/ Heavy Tumbler	\$15.52	\$16.77	\$17.27	\$17.67
<b>GROUP II</b>				
Alterations	\$15.25	\$16.50	\$17.00	\$17.40
Press Operator	\$15.26	\$16.51	\$17.01	\$17.41
Count-In/Tie-Out	\$15.26	\$16.51	\$17.01	\$17.41
Marker/Distributor				
Stockroom	\$15.26	\$16.51	\$17.01	\$17.41
Utility	\$15.26	\$16.51	\$17.01	\$17.41
<b>GROUP III</b>				
FWI-Feeder/Folder/Stacker/ Shaker/Spreader	\$15.16	\$16.41	\$16.91	\$17.31
Hotel-Motel Sorter	\$15.16	\$16.41	\$16.91	\$17.31
Mender	\$15.16	\$16.41	\$16.91	\$17.31
Tier on Ironer	\$15.16	\$16.41	\$16.91	\$17.31
Soil Sort	\$15.16	\$16.51	\$17.01	\$17.41
All Folders	\$15.16	\$16.41	\$16.91	\$17.31
Janitor/Custodian	\$15.16	\$16.41	\$16.91	\$17.31

The minimum wage rate shall be Twenty – Five Cents (\$.25) per hour above the State or Federal Minimum wage, whichever is higher.

New Employees shall be paid eighty percent (80%) of the classification rate for the first two (2) months of employment; and ninety percent (90%) of the classification rate for the third (3<sup>rd</sup>), fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) month of employment. After six (6) months of employment, the Employee shall receive the classification rate.

It is agreed and understood that the new Employees’ 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 Wage Scales.

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

## WAGE SCALES

### MISSION LINEN SUPPLY #2600

New Employees are defined as an Employee not previously covered by this Agreement within a twelve (12) month period following their termination a covered Employer.

New Employees hired after ratification of this Agreement shall be paid according to the wage scale set forth below, subject to the following:

\*FIRST TWO (2) MONTHS OF EMPLOYMENT: New employees shall be paid eighty percent (80%) of the classification rate.

\*THIRD, FOURTH, FIFTH AND SIXTH MONTH OF EMPLOYMENT: New employees shall be paid ninety percent (90%) of the classification rate. After six (6) months of employment, the Employee shall receive the classification rate.

\*The minimum wage rate shall be Twenty-Five Cents (\$.25) per hour above the State or Federal Minimum Wage, whichever is higher.

#### WAGE RATE PER HOUR EFFECTIVE

Classification	<u>1/1/22</u>	<u>1.25 Upon Ratification</u>	<u>0.50 1/1/24</u>	<u>0.40 1/1/25</u>
<b>GROUP I</b>				
Head Washer	\$16.16	\$17.41	\$17.91	\$18.31
Washer/Industrial Combination Washer/ Dryer Cleaner	\$15.65	\$16.90	\$17.40	\$17.80
Extractor/Puller-Loader/ Heavy Tumbler	\$15.52	\$16.77	\$17.27	\$17.67
<b>GROUP II</b>				
Alterations	\$15.25	\$16.50	\$17.00	\$17.40
Press Operator	\$15.26	\$16.51	\$17.01	\$17.41
Count-In/Tie-Out Marker/Distributor	\$15.26	\$16.51	\$17.01	\$17.41
Stockroom	\$15.26	\$16.51	\$17.01	\$17.41
Utility	\$15.26	\$16.51	\$17.01	\$17.41
<b>GROUP III</b>				
FWI-Feeder/Folder/Stacker/ Shaker/Spreader	\$15.16	\$16.41	\$16.91	\$17.31
Hotel-Motel Sorter	\$15.16	\$16.41	\$16.91	\$17.31
Mender	\$15.16	\$16.41	\$16.91	\$17.31

Tier on Ironer	\$15.16	\$16.41	\$16.91	\$17.31
Soil Sort	\$15.16	\$16.51	\$17.01	\$17.41
All Folders	\$15.16	\$16.41	\$16.91	\$17.31
Janitor/Custodian	\$15.16	\$16.41	\$16.91	\$17.31

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

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