

**AGREEMENT**

**BETWEEN**

**Workers United**

**WESTERN STATES REGIONAL JOINT BOARD,  
SEIU**

**LOCAL 75**

**AND**

**MISSION LINEN SUPPLY**

**PLANT 700  
BAKERSFIELD, CALIFORNIA**

**PLANT 2300  
FRESNO, CALIFORNIA**

**May 1, 2021 – April 30, 2024**

## Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Witnesseth	4
1	Recognition	4
2	Union Membership	4
3	Working Hours and Overtime	5
4	Intermittent Periods of Work	8
5	Holidays	8
6	Vacation	10
7	Union Representation	11
8	No Strike / No Lockout	12
9	Uniforms	12
10	Rest Periods	12
11	Leave of Absence	14
12	Industrial Accident or Injury	15
13	Paid Sick Leave	15
14	Paid Bereavement Leave	16
15	Incentive Work	16
16	Wages	16
17	Health Insurance Plan	17
18	Prescription Drug Plan	18
19	Dental Plan	18
20	Vision Plan	18
21	Ethnic and Cultural Diversity	18
22	Pension Plan	19
23	Time Records	19
24	Bulletin Boards	20
25	Discrimination	20
26	Working Rules and Regulations	20
27	Management Rights	20
28	Seniority	21
29	Discipline and Discharge	22

30	Grievance Procedure	23
31	Successor	24
32	Savings Clause	24
33	Litigation	24
34	USERRA	24
35	Joint Labor Management Committee	25
36	Health and Safety	25
37	Guiding Principals	26
38	Respect and Dignity	27
39	Political Contribution	27
40	Changes in the Law	27
41	General Savings Clause	27
42	Term of Agreement	28
	Schedule "A" - Wage Rates	29

# AGREEMENT

This Agreement, made and entered into by and between MISSION LINEN SUPPLY, Plant #2300 of Fresno, CA, MISSION LINEN SUPPLY, Plant #700 of Bakersfield, CA, hereinafter referred to as the "Employer", and Workers United, Western States Regional Joint Board, SEIU, LOCAL #75 of Sacramento, CA, hereinafter referred to as the "Union";

WITNESSETH:

It is mutually understood and agreed as follows:

## **SECTION 1. RECOGNITION**

The Union is hereby recognized as the exclusive collective bargaining representative for all employees employed in the classifications set forth in Schedule "A" attached hereto. The purpose of this Agreement is to establish minimum wages, hours and working conditions for all employees in the various departments of the Employer. All references to gender shall be neutral throughout agreement.

Non-bargaining unit employees shall not perform work recognized by bargaining unit employees, except: 1) When instructing new employees; 2) Cases of employee unavailability; 3) During machinery and/or plant breakdown.

## **SECTION 2. UNION MEMBERSHIP**

A. Membership in the Union shall be a condition of employment on and after the 31st day following the beginning date of employment or the effective date of this Agreement, whichever is later, and continued membership in good standing shall also be a condition of employment. Newly hired employees who are not members of the Union shall complete membership within thirty-one (31) days from the beginning date of employment.

B. When new or additional employees are needed by the Employer, the Employer shall first notify the Union of the number of employees and classifications needed in order that they may be interviewed. If the Union is unable to furnish an applicant within 48 hours of notification for the vacancy requested by the Employer, the Employer shall have the right to hire from outside sources.

C. Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, non-membership in the Union, Union membership, By-Laws, rules, regulations, constitutional provisions, or in other aspects or obligations of Union membership policies or requirements.

D. The Employer shall have the right to reject any applicant referred to him by the Union. The Union in referring applicants, and the Employer in hiring any employee, shall give preference of employment to applicants previously employed in this industry in the local area in which they apply for work.



E. The Employer agrees to notify the Union in writing, upon forms to be supplied by the Union, of all new employees hired within seven (7) days following the beginning date of employment, furnishing the Union with the employee's name, address, social security number and the date of employment of each new employee.

The Employer will continue to recognize Union membership, dues deduction, and voluntary political contribution authorizations submitted to the Union on written membership application forms, also when the Company transitions to electronic onboarding they may accept forms through electronically recorded phone calls, 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 deduction and/or COPE contributions have been authorized by the employee only in the event a question arises about an employee's membership status.

F. The Employer also agrees that, upon notice in writing by the Union, any employee who is not in good standing with the Union in accordance with this Section shall be removed from the Employer's payroll within seven (7) days from receipt of said notice.

G. The parties to this Agreement will post, in places where notices to employees and applicants for employment are customarily posted, a copy of this Section and any and all other provisions relating to this matter.

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

I. 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, special fees and assessments 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.

### **SECTION 3. WORKING HOURS AND OVERTIME**

A. The regular straight-time work week shall be any five (5) consecutive days, or four (4) days within seven (7) consecutive days. Work weeks including Saturday and Sunday work shall be assigned to the least senior employees unless bid by the most senior employees, and employees on the payroll on or before the date of ratification will not be required to work weeks that include both Saturday and Sunday work unless they so choose. Sundays that are part of a regular workweek shall be paid at the regular rate of pay.

1. Five (5) consecutive days, eight (8) hours a day exclusive of lunch, referred to as "5/8".

2. Four (4) ten (10) hour days exclusive of lunch within the seven (7) consecutive days, Monday through Saturday, referred to as "4/10". In the "4/10" Schedule, the workweeks will vary but in all instances the employees will be off two (2) consecutive days.

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

For 4/10 workweek, the fifth (5th), sixth, (6th) days and seventh (7th) days are the employee's regular scheduled days off.

B. Time and one-half (1-1/2) the average earned hourly rate shall be paid for time worked but there shall be no pyramiding of overtime:

1. "5/8" work week--in excess of eight (8) hours per day, forty (40) hours per week;
2. "5/8" work week--in excess of 32 hours in a week in which a paid holiday occurs unless said holiday falls outside the employee's regularly scheduled work week.
3. "4/10" work week--in excess of ten (10) hours per day or forty (40) hours per week;
4. "4/10" work week--the regular scheduled days off, referred to as the fifth (5th) and sixth (6th) days;
5. Double time for all work performed on the seventh (7th) day.
6. Shifts: The first shift shall begin work between the hours of 5:00 a.m. to 11:00 a.m., and employees working such first shift shall be paid at the regular straight-time rate of pay. Any shift starting between the hours of 11:00 a.m. and 3:00 p.m. shall be designated the second shift, and employees working such second shift shall be paid a premium of five cents (\$.05) per hour for all work performed. Any shift starting between 3:00 p.m. and 7:00 p.m. shall be designated the third shift, and employees working such third shift shall be paid a premium of ten cents (\$.10) per hour for all work performed. Any shift starting between 7:00 p.m. and 11:00 p.m. shall be designated the fourth shift, and employees working such fourth shift shall be paid a premium of fifteen cents (\$.15) per hour for all work performed.

In the event the Employer desires to start a shift between the hours of 11:00 p.m. and 5:00 a.m., a representative of the Union and the Employer will meet to establish a premium rate for work on such shift.

A straight-time second shift, full or part-time, may be scheduled Monday through Sunday. No employee covered by this Collective Bargaining Agreement, hired prior to October 1, 1985, will work these shifts unless they do so voluntarily.

Notice of Overtime: In the event the Employer wants the employees to work overtime, the employees will be given notice before lunch time that overtime is to be worked. In the event the Employer wants employees to work on a paid holiday, the employees shall be notified before the end of the workday, three working days preceding the holiday. If the Employer complies with the notice requirements to this paragraph and an employee does not work, said employee shall be subject to disciplinary action. However, if the Employer does not comply with the notice provisions

of this paragraph and an employee does not work, the employee shall not be subject to any disciplinary action. Only in cases of emergencies workers will be notified of overtime two (2) hours before the end of shift.

C. Holiday Weeks: The Employer may require employees to work on other than consecutive days during a week in which a holiday falls.

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

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

F. All employees who are members of the bargaining unit covered by this Agreement shall be guaranteed a minimum of thirty-six (36) hours per week, Monday through Friday, 32 hours of work during the OFF season (September 15 through the third Monday in April). Also during a week in which a paid holiday occurs, the guaranteed number of hours of work shall only be thirty-two (32) hours for the week in which the paid holiday occurs.

G. All employees instructed to report for work, and who do report Monday through Sunday, shall be guaranteed four (4) hours of work, or pay for same. However, if due to a breakdown and no work is performed by the employee, the employee shall receive only two (2) hours' straight-time pay as "show-up pay".

(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, public health emergency declared by government entity, flood, earthquake, equipment malfunction, or other similar causes. This paragraph shall only apply to the individual departments when only a portion of the complete operation is affected.)

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.

H. Utility Employees: Only employees spending all of their work time for the Employer as Utility Employees shall be subject to the following:

1. The straight-time workday for Utility Employees shall consist of an eight (8) consecutive hour workday for 5/8 or ten (10) consecutive hour workday for 4/10, mealtime excepted, worked at any time during the twenty-four (24) hour day to be designated by the Employer.

2. The straight-time workweek for Utility Employees shall consist of any five (5) consecutive workdays during the calendar week for 5/8 or four (4) non-consecutive ten (10) hour days for 4/10. However, the Employer shall designate two (2) regular days off and if the Utility Employee is required to work on those days off he/she shall be paid for such work on such days at one and one-half (1-1/2) times the regular straight-time rate of pay for work on the sixth (6th) day and double the regular straight-time rate of pay for work on the seventh (7th) day.

3. Overtime: Overtime shall be paid the Utility Employee at the rate of one and one-half (1-1/2) times the regular straight-time rate of pay for all work performed in excess of eight (8) hours for 5/8 or ten (10) hours for 4/10 in any one day, forty (40) hours in any work week, and work performed on the employee's regular scheduled days off. The Utility Employee shall be paid at double time for work on the seventh (7th) consecutive day.

I. The provisions of paragraph "F" of this Section 3 shall not apply to the classification of "Utility".

J. Part Time Employees. Not more than one (1) part time employee shall be employed for every Three (3) employees on a full-time shift. The local locations will send via email to designated Union Representative each month, the names and jobs held by part-time employees. Any part-time employees not so filed shall be considered as a full-time employee.

K. In the event the Employer decides to implement a new shift, the Employer and the Union will meet to discuss the terms of said shift.

#### **SECTION 4. INTERMITTENT PERIODS OF WORK**

A. There shall be no intermittent periods of unemployment during any one day except for breakdown. In cases of breakdown, employees shall be paid during the day breakdown occurs unless ordered to punch out, and if ordered to return to work at a stated time and repairs are not ready, they shall be paid from the time they are ordered to work until actual work begins.

B. 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.

C. If because of a breakdown as defined herein, 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 his forty hours worked. Additionally, work on the "catch-up" day is voluntary, and will be assigned to the least senior employee if there are no volunteers.

#### **SECTION 5. HOLIDAYS**

A. The following days shall constitute paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Two Floating Holiday.

No work shall be performed in any department on New Year's Day, Thanksgiving Day, or Christmas Day. The Sunday before or the Sunday following Labor Day shall be a voluntary workday.

Employees may work on Labor Day on a voluntary basis if requested to do so by the Employer, in which event they shall receive double their straight-time rate of pay for all hours worked in addition to holiday pay, if eligible for same, in accordance with Section 5-B below. Should an employee work in excess of eight (8) hours on Labor Day, his/her rate of pay for all hours worked in excess of eight (8) hours shall be three (3) times the straight-time rate of pay in addition to the holiday pay.

The above eight (8) holidays shall be paid for at eight (8) hours for "5/8" workweeks and ten (10) hours for "4/10" workweeks at the employee's regular straight-time rate of pay regardless of the day of the week on which they fall.

In plants working a 4/10 workweek where the holiday falls on a regular work day, the employees shall have that day off. However, the regular scheduled day off may be worked at straight-time and employees shall receive the (10) hours' pay for the holiday.

The Floating Holiday may be combined with vacation or taken as a single day off if scheduled two weeks in advance.

The Company will respond in writing within seven (7) days after receipt of written request from the employee. Should no response be received the day shall be granted as requested. If the day is denied the Company must offer an alternate date. The Company shall not unreasonably deny when the employee has a legitimate reason.

Employees shall request floating holidays no less than fourteen (14) calendar days in advance of the desired day(s) to use such. Requests will be made via a written request form provided by the Company. There shall be no carryover of floating holidays.

B. The above holidays shall be paid provided the employee qualifies under the following conditions:

1. The employee has been a member of the bargaining unit and worked the first day in the calendar month in which the holiday falls.

2. The employee must have been on the payroll of the Employer for the thirty (30) day period immediately preceding the holiday. This sub-section shall not apply to employees transferring within the bargaining unit.

3. The employee shall have worked, if requested by the Employer, all of the hours scheduled for work on the last regularly scheduled workday preceding the holiday and the next regularly scheduled workday following the holiday, except in the case of an employee being off with an industrial injury or accident and/or illness for which the Employer may request a medical certification to be submitted to the Employer within ten (10) days of said absence.

4. The employee shall have worked all the hours of work scheduled for the week in which the holiday occurs, if requested to work by the Employer, including work on the Saturday in the holiday week, except where religious beliefs or bonafide illness prevent the employee from working, and including the Saturday prior to a holiday in the event a holiday falls on Sunday and is recognized on Monday. This sub-section shall not include employees working in industrial laundry work. This paragraph shall be interpreted so the Employer may require the Saturday before the holiday or the Saturday after the holiday, but not both Saturdays, in order for the employee to qualify for holiday pay.

C. When work is performed in any department on any one of the three (3) holidays upon which work is permitted, an employee qualified in accordance with this Section shall be paid for eight (8) hours for 5/8 or ten (10) hours for 4/10 at the employee's regular straight-time hourly rate of pay to which the employee would have been entitled had he/she not worked on the holiday, and the



employee shall be paid for all hours worked on the holiday at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

D. Any work performed on the Saturday within the same week that work was performed on a paid holiday in a particular department or departments shall be paid at the rate of time and one-half (1-1/2) the regular straight-time hourly rate of pay for all work performed on said Saturday. Should any of the three workable holidays fall on a Saturday and work is performed in any department, employees qualified in accordance with this Section, who work on said Saturday holiday, shall be paid for the holiday at eight (8) hours for 5/8 and ten (10) hours for 4/10 at the regular straight-time hourly rate of pay and time and one-half (1-1/2) for all hours worked on said Saturday holiday.

E. Any employee who works on a paid holiday shall be paid at the holiday rate set forth in this Section even though he/she might not otherwise qualify to be paid for the holiday if he/she did not work it.

F. At the option of the Employer, the Friday preceding a Saturday holiday may be declared a no-work day. Eligible employees shall be paid for Friday, as a holiday, in accordance with Section 5-A, B, and C above.

G. A layoff of sixty (60) days or less shall not affect an employee's right to holiday pay insofar as the requirement of working one month for the same Employer is concerned.

H. When a paid holiday falls on a Sunday, the following day shall be observed.

## **SECTION 6. VACATIONS**

A. 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 intervals:

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 number of hours being utilized for vacation. The maximum accrual of vacation is 1.75 times the employee's annual rate, after which no vacation will accrue until the balance is reduced.

1. The rate of pay shall be the employee's straight-time rate of pay at the time of taking the vacation or, if the employee has been transferred from one job to another carrying different rates of pay in the ninety (90) day period immediately preceding the date of taking the vacation, the employee's rate of pay shall be the average straight-time rate of pay of that employee during the said ninety (90) day period.

2. The number of employees able to take vacation during a holiday week will be limited and approval will be done by seniority.

B. Any employee terminating employment shall be paid for all accrued, unused vacation balances in accordance with California state law.

C. Should the paid vacation week of any employee fall on a holiday week, said employee shall, in addition to his or her vacation due, receive the additional holiday pay.

D. The maximum allowable accrued vacation on the books will be 1.5 times the employees' annual accrual rate. Vacation time accrued prior to this date will be granted.

E. The Employer shall post a vacation schedule on or before November 1<sup>st</sup> for all employees, granting employees with the most seniority preference on a departmental basis. Employees must state their preference for vacation by December 1<sup>st</sup> or they shall lose their seniority preference for such vacation periods. The Employer will post the confirmed vacation schedule no later than January 15<sup>th</sup>. Any change in the vacation schedule as posted must be made with the Employer's consent.

## **SECTION 7. UNION REPRESENTATIVES**

A. An authorized representative of the Union shall be allowed to visit the Employer's plant during working hours and shall have the right, upon proper notice (24 business hours), to examine the timecards and paychecks for work performed by any employee of the bargaining unit and sign up new employees for Union membership during working hours provided access to the plant is in compliance with Company rules and, provided further, that such rules do not interfere or hamper the Union representative in his transaction of Union business. It is further agreed that all discussions between employees and the Union Representative will be conducted 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 meet with employees only on non-working time. When necessary and appropriate, an additional union representative may accompany the designated individual. Union Representatives meeting with employees in the break room area during lunch periods are not required to give advance notice but must still sign in upon entry.

Electronic Communication. Both parties agree that electronic communications, including but not limited to emails, email attachments, faxes and texts will be accepted as formal notification. Likewise, upon mutual agreement, conferences, negotiations and other meetings previously executed in person, can be conducted by conference call, video conference or other current virtual meetings without loss of validity.

B. Three (3) Shop Stewards, two in Fresno and one in Bakersfield named by the Union from among employees working in said plants shall be allowed to take applications for membership in the Union from new employees, investigate grievances and act as union representatives in grievance meetings and other meetings where the presence of "union representatives" is authorized under this Agreement. They may be assisted in such activities by authorized representatives from the Union referred to in Section 7A of this Article. The Union will provide the Company with a letter to give the name(s) of the shop steward(s) elected.

New Hire Orientation. The Company will allow for all newly hired bargaining unit members to attend a Union orientation on Company premises, within two (2) weeks of each new employee's date of hire. Such orientation will be scheduled in consultation with the Union Representative and Shop Steward.

C. Shop stewards shall not be discriminated against in any manner by the Employer or his agent because of giving any information regarding violations of the Union Agreement or on account of his or her activities in presenting an adjustment or grievance or dispute to the Union. Should any dispute or grievance or misunderstanding arise and satisfactory settlements between the parties fail, it then shall be referred to the Adjustment Board as provided in Section 30.

D. Employees will proudly display their Union logo on the hard-hat and/or caps

## **SECTION 8. NO STRIKE / NO LOCKOUT**

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.

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.

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.

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 9. UNIFORMS**

The Employer agrees to furnish, without cost to the employees, any uniform or wearing apparel, including specific footwear, designated by him for employees to wear during their hours of duty. The Employer further agrees to launder and/or clean and finish all parts of such designated uniforms worn by employees while on duty. Newly hired employees will be provided uniforms after 90 days of employment. Garments provided will come from company stock and in good, used condition. All other clothing worn by the employee but not required by the Employer must comply with safety standards

## **SECTION 10. 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) minutes net rest time per four (4) hours or 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 1/2) hours. 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:

<b>Length of Shift</b>	<b># of Rest Periods</b>	<b>Timing of Rest Periods</b>
Less than 3.5 hours	None	N/A
3.5 to 6 hours	One 10-minute rest period	As close to the middle of the work period as is practicable
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 and including 14 hours	Three 10-minute rest breaks	As close to the middle of each work 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 a rest break is ever interrupted or if an employee is unable to take a required rest break, the employee shall immediately report it to his/her immediate supervisor or the Human Resources department and all efforts will be made to reschedule the rest break.

**Meal Periods**

Mission Linen will not employ an employee for a work period of five or more hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six 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 or more hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of Mission Linen and the employee only if the first meal period was not waived. Employees may be required to document waiver of meal periods in writing.

Managers and co-workers are responsible for ensuring that meal periods are planned and taken appropriately in the event of changes to work schedules. Co-workers must clock out for meal periods, which are unpaid. Co-workers 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. Co-workers 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 his/her immediate supervisor or the Human Resources 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 Co-workers who are not provided with a meal period in accordance with this policy, or who are not relieved of duty during or otherwise prevented from taking an uninterrupted meal period of not less than 30 minutes, will be paid for all time worked, plus the applicable meal period premium. Co-workers 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 an uninterrupted rest period of not less than 10 minutes, will be paid the applicable rest period premium.

### **Co-Worker Responsibilities**

Co-workers are expected to take meal and rest periods in accordance with this policy. If a co-worker believes that business conditions will not allow them to take a meal or rest period in accordance with this policy, he/she must notify their supervisor in advance of the meal or rest period, or as soon as he/she is able to do so. Any co-worker 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 take meal and rest periods in accordance with this policy, or failure to notify management of an inability to take meal or rest periods, may subject co-workers to disciplinary action.

## **SECTION 11. LEAVE OF ABSENCE**

A. No employee will lose seniority because of a leave of absence if said absence is not in excess of one hundred eighty (180) calendar days and if said employee returns to work within seven (7) calendar days after receiving a doctor's release to work if necessary. The Employer must return the employee to work within seven (7) calendar days after he has been notified by the employee that said employee has been released to work by a doctor. Leaves of absence for other proper purposes shall be granted in writing and shall not be unreasonably denied

B. Any employee exceeding this privilege shall forfeit his/her vacation right for the year only. Each time an employee takes leave under this paragraph, the Employer shall present to the employee his/her time record showing the period of time taken as leave, and the employee shall thereupon sign said time record acknowledging the correctness of the time charged as leave.

C. 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 one (1) week before such leave is scheduled. No such leave may exceed one hundred and eighty (180) 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.

D. If return to work from a leave of absence results in overstaffing in the affected department, the terms of Section 28 seniority will apply.

## **SECTION 12. INDUSTRIAL ACCIDENT OR INJURY**

Any employee injured in the performance of his/her duties, requiring time off during the first day of injury, shall receive full compensation for time not worked, but not to exceed the employee's regular scheduled workday. Claims of injury shall be verified by the Employer's medical doctor if the Employer requires such verification. Any employee who is absent due to industrial accident and/or illness shall maintain his/her prior seniority for purposes of rehire and future vacations.

## **SECTION 13. PAID SICK LEAVE**

Employees will be granted 40 hours of sick leave upon hire, which may be used starting their 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). When an employee is absent for three consecutive days, a doctor's note will be required and the employee may be placed on family and medical leave in accordance with State and Federal law.

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 five collective days of absence in a 12 month period predicated by the employee's hire date.
- When an employee establishes a pattern of abuse, including but not limited to repeated absences before or after regularly scheduled days off (including holidays and vacation), absences occurring after disciplinary action, and absences occurring when a previous request for time off was denied.

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 back up 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 back up number. If the employee is unable 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 attempted contact 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.

The maximum accumulation of sick leave will be two hundred and forty (240) hours. A full bank will be one hundred sixty (160) hours.

If an employee holds a full bank on the date of the absence, they will be paid eight (8) hours of sick leave on the first day. If the employee holds less than a full bank, the employee will be paid

according to the actual hours in the job classification for the days absent up to a maximum of eight (8) hours.

The Employer also agrees to comply with any State and or Federal regulations concerning paid sick leave, pregnancy disability and family and medical leave including the California Paid Sick Leave Act AB1522 and school activities leave.

#### **SECTION 14. PAID BEREAVEMENT LEAVE**

All employees who have been employed by the Employer one (1) year or more shall be entitled to three (3) days off with pay provided: (a) The deceased is a member of the immediate family (mother, father, brother, sister, present spouse, child, adopted child, mother-in-law, father-in-law, grandparents, grandchildren, registered domestic partner); (b) This provision will not apply if said death occurs during the employee's leave of absence, or long term layoff or sick leave. The employee will be able to request vacation, floating holiday or unpaid personal leave in order to attend the funeral of an aunt, uncle, brother-in-law or sister-in-law.

Employees with less than one (1) year of service will be granted up to 3 days unpaid leave in the event of a death in the immediate family.

The company will extend further unpaid leave to all employees where extended travel is required to attend a funeral or memorial service for a member of the employee's immediate family, for up to two weeks. In such cases, the union agrees that the employer has the right to require the employee to provide proof of the need for such extended travel upon his or her return.

#### **SECTION 15. INCENTIVE WORK**

Any incentives, piece work and bonus plans shall be a violation of this Agreement unless agreed upon in writing between the Union and the Employer.

#### **SECTION 16. WAGES**

A. All employees covered by this Agreement shall be paid at not less than the scale of wages shown in Schedule "A" attached hereto and made a part hereof.

B. Where there is only one Marker and/or Distributor or one Washer employed, he or she shall receive the rate of pay scheduled for the head of such department.

C. In the event that new employment classifications, not covered by the classifications attached hereto, originate on or after the effective date of this Agreement, said new classification or classifications shall be subject to negotiation as to wage rate and descriptive title within thirty (30) days of receipt of written notice by either party requesting same. Said negotiation shall be completed within thirty (30) days thereafter and any wage established shall be effective when agreed upon. Old classifications actually in existence in one or more plants, but not set forth in this Agreement, shall be negotiable on the same time limits as set forth above.

D. No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in the schedule contained herein for the class of work on which he or she is engaged, shall suffer a reduction of wages through the adoption or operation of this Agreement.

E. An employee temporarily changed from a lower paid job classification to a higher paid job classification shall be paid at the higher classification rate for all hours worked at that classification.

F. Hazard Pay. In the event of public emergency declared by local, state or federal government agencies, both sides will discuss hazard pay in the event workers must work during a stay at home order or business is deemed essential.

## **SECTION 17. HEALTH INSURANCE PLAN**

A. Effective May 1, 2021, the Employer shall contribute to the Amalgamated National Health Fund the sum of \$688.00 per month per eligible employee for the purpose of providing Medical, Vision, Dental and Prescription insurance.

Effective May 1, 2022, this contribution shall be increased to \$722.00 per month per eligible employee. Effective May 1, 2023, this contribution shall be increased to \$758.00.

Effective May 1, 2021, due to the tremendous increase in cost of medical benefits, each eligible employee will be required to contribute \$20.00 per week, effective May 1, 2022, each eligible employee will be required to contribute \$21.50 per week, effective May 1, 2023, each eligible employee will be required to contribute \$23.50 per week, to offset cost of their medical benefits.

Should such coverage become available, the employees in the bargaining unit shall have the option to buy additional coverage for dependents and/or spouse. Each individual employee shall pay any such additional coverage and the premiums shall be deducted by the Employer and remitted to the insurance company as per the direction of the employee.

B.. The parties agree that if during the term of the agreement an equivalent or better health plan can be obtained at no extra cost to the Employer, then the parties agree to change the plans with mutual agreement. The Employer agrees to deduct from the employee's payroll the amount necessary to cover the excess of the new plan.

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

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

E. The Employer shall be subject to the provisions of the presently existing Trust Fund and the action of the Trustees in reviewing and/or amending the provisions of such Trust Fund on all matters with the exception of the contribution rates which are covered above.

F. The Employer agrees that if it becomes necessary in the discretion of the Trustees to take any legal steps to collect the above referred-to contribution during the term of this Agreement for any reason whatsoever, the Trustees may collect from the Employer in any such legal proceedings, besides all amounts due hereunder, all costs involved in any such acts and a reasonable amount for



attorney's fees to be fixed by the appropriate court.

### **SECTION 18. PRESCRIPTION DRUG PLAN**

The Employer shall contribute into the Amalgamated National Health Fund to provide prescription drug benefits for eligible employees and their dependents. The provisions of Section 17-A,B, C, D and E shall also be applicable to this Section 18.

### **SECTION 19. DENTAL PLAN**

The Employer shall into the Amalgamated National Health Fund for the purpose of providing dental care benefits for eligible employees. The Provisions of Sections 17-A,B,C,D and E Shall also be applicable to this Section 19

### **SECTION 20. VISION PLAN**

The Employer shall contribute into the Amalgamated National Health Fund per month per eligible employee for the purpose of providing vision care benefits for employees and their dependents. The provisions of Section 17-A,B,C,D and E shall also be applicable to this Section 20.

### **SECTION 21. ETHNIC AND CULTURAL DIVERSITY**

1. The parties recognize that many recent immigrant workers are employed by the Company, and are a vital element to the success of the facility. While English is the language of the workplace, the company recognizes the right of employees to use the language of their own choice among themselves.

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.

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, the Employer shall provide any such suspended or discharged employee with up to 180 days of employment ninety (90) days, One hundred and eighty days (180) to one (1) year of employment One Hundred and Eighty Days (180), One (1) year to five (5) years of employment Two Hundred and Seventy (270) days or over five (5) years of employment Three Hundred and Sixty Five (365) days in which 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.

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 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 a probationary employee. 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.

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

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 ICE 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.

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) Should an ICE 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 22. PENSION PLAN**

The Employer is signatory to an Agreement covering all of the Employer's facilities where Workers United has existing Collective Bargaining Agreements. The Letter of Understanding, signed by Mission Linen Supply and the Union, is incorporated herein as part of this Agreement.

## **SECTION 23. TIME RECORDS**

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

B. Time clocks with suitable timecards or other adequate timekeeping records shall be provided by the Employer.

C. Where time clocks are installed and timecards are to be operated, they must be used by each individual employee in accordance with the Employer's instructions.

D. Pay stubs will include all information required by State and Federal law.

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

individual reports.

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

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

## **SECTION 24. BULLETIN BOARDS**

It is agreed that suitable bulletin boards will be installed by the Employer near the time clock or another appropriate place. These bulletin boards are also for the use of the Union in posting notices and other official Union matters. An area at least 12" x 18" will be kept clean for exclusive use by the Union.

## **SECTION 25. DISCRIMINATION**

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 employees to perform their expected job duties is absolutely not tolerated.

## **SECTION 26. WORKING RULES AND REGULATIONS**

Rules and regulations for the conduct of the 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 rule changes in existing rules shall not become effective until fifteen (15) 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 27. MANAGEMENT RIGHTS**

A. Except as limited by the specific provisions expressed in this Agreement, the Company shall continue to have the right to take any action it deems appropriate in the management of the business and in the direction of its working force in accordance with its judgment, including but not limited to: (a) the right to control, plan, direct, expand, change, reduce and terminate the operations and/or job classifications; (b) to hire, assign and transfer employees; (c) to relieve employees from



duty because of lack of work or for other reasons; (d) to suspend, discharge, or otherwise discipline employees for just cause; (e) to introduce any new or improved methods or facilities; (f) to make reasonable rules and regulations to govern employees and for the operation of its business.

B. It is expressly understood and agreed that all rights, prerogatives and privileges which the Company had prior to the execution of this Agreement, except only those which are expressly relinquished herein by the Company, are hereby expressly reserved and retained by the Company and shall continue to be vested exclusively in the Company.

## **SECTION 28. SENIORITY**

A. The Employer and the Union recognize that job security in the event of job openings, decrease of forces and rehiring after layoffs, as well as other conditions of employment, should be based upon length of continuous service and that the principle of seniority shall apply to layoffs, rehiring after layoffs, promotions, transfers and selections of vacation.

In recognition of the responsibility of Management for efficient operation and productivity, it is understood and agreed that in cases of promotions and transfers, ability to perform the work may be considered by the Employer.

B. Application of Seniority. It is understood and agreed that, seniority at each Employer's plant shall be based on the employee's hire date or assignment to that plant as recorded by Payroll. When questions arise as to the application of seniority when two or more employees are hired on the same day, the employee with the higher personnel number will be deemed lease senior. In the event of reduction of forces due to the slackness of work, including a reduction of hours, the last employee hired in the department shall be the first employee laid off; and in rehiring, the last employee laid off shall be the first employee hired until the list of former employees is exhausted. In the event of layoffs because of lack of work or in rehiring of employees laid off, length of service and ability to perform the work shall be considered. If ability and physical fitness to perform the work are relatively equal, then seniority shall govern. In the event of a dispute over this issue, it may be submitted to step two of the grievance procedure and a meeting will be held within three working (3) days.

Seniority shall be terminated by any of the following:

1. Resignation;
2. Discharge;
3. Failure to report on recall from layoff within five (5) days of notice sent by return-receipt-requested certified mail to the employee's last address;
4. Layoff or non-industrial sickness/leave in excess of six (6) months (180 days).
5. Failure to report without contacting a manager for three consecutive days. If the reason is due to physical inability or for good cause, a discharged employee may be reinstated and seniority restored. Disputes arising from this section are subject to the grievance procedure.

Employees laid off for lack of work will retain seniority as follows:

Up to 180 days employment:	90 days
180 days - 1 year employment:	180 days

1 year - 5 year's employment:	270 days
Over 5 year's employment:	365 days

In the event an employee's job is eliminated or suffers a reduction in hours the affected employee may bump the least senior employee in that classification. If there is not an employee with less seniority in the laid off employee's present classification, the laid off employee may bump the least senior employee in a classification in which the employee has experience and proven ability to perform the duties due to prior experience in the industry. The limit for the total number of employees bumped in the process will be the first person bumped by the laid off employee, and one (1) more person, provided all three of the employees involved in the process comply with the requirements as stated. An employee will be allowed a two (2) week trial period in which to perform the new duties according to job standards and the satisfaction of the Employer. If at the end of that time the employee is not performing satisfactorily, he/she will be laid off. Prior to such layoff, the Union will be notified.

**Job Bidding.** 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 openings in permanent jobs 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 referenced bidding shall be limited to the two (2) most qualified applicants.

## **SECTION 29 DISCIPLINE AND DISCHARGE**

A. It is understood and agreed that the right of discharge shall rest in the discretion of the Employer, provided the Employer shall not discharge or otherwise discriminate against any employee because of Union affiliation or activity, where such activity does not interfere with the ordinary work of the employee. If any employee feels that he/she has been unjustly discharged, he/she may have his/her grievance brought to the Grievance Procedure by the Union for consideration and final disposition.

B. No employee shall be discharged for poor production without having previously received appropriate progressive discipline in a three-step process: written notice, suspension, and termination, provided the employee has received appropriate verbal counseling before such written

notice. If a suspension occurs, a meeting of the union, the company, and the employee must take place. A copy of all disciplinary notices will be sent to the Union office, within five (5) working days. 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.

C. Where 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 or (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 manner. Formal counseling shall remain active for a period of twelve (12) months.

D. For the first ninety (90) days of employment with the Company, an employee shall be on probation and may be terminated with or without cause at the discretion of the Employer, and such discharge shall not be subject to the grievance and arbitration procedure. By mutual agreement, the probationary period may be extended thirty (30) additional days. Requests for extension must be made by the Employer at least two (2) weeks before the expiration of the initial probationary period. If the Union fails to respond to the request before the expiration of the initial probationary period, the Employer's request will be considered agreed upon by the Union.

### **SECTION 30. GRIEVANCE PROCEDURE**

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 dispute with the assistance of the Union Representative if requested by the employee within one (1) week of the grieved incident, except in any dispute involving wage rates, overtime or other matters involving pay of employees, which 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.
- B. If the first step meeting fails to resolve the dispute, it will then be reduced to writing as a grievance and submitted to the Union within thirty 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, within thirty (30) days of the filing of the grievance, 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 may then be submitted to the Federal Mediation and Conciliation Service within sixty (60) days of the filing of the grievance. At an informal hearing, the Mediator will attempt to resolve the issues, following a presentation of each party's case.
- E. If the grievance is not disposed of at the hearing with the Mediator, then the matter shall be submitted to arbitration within 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 arbiter 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.
- G. It is hereby agreed that the cost of the arbiter 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 31. SUCCESSORS**

- A. This Agreement shall be binding upon the heirs, executors, administrators and assignees of the parties hereto.
- B. It is further agreed that in the event the ownership of the Employer's business is changed by sale, merger or any other manner, the Employer shall notify the intended purchaser of the existence of this Agreement and shall furnish the intended purchaser with a copy thereof, and arrangements will be made between the prospective purchaser and the present Employer for the prorated vacation which may be due an employee at the time the transfer of ownership takes place. The Employer shall also notify the Union of said sale, merger or lease.

### **SECTION 32. SAVINGS CLAUSE**

In the event any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portion hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.

### **SECTION 33. LITIGATION**

The parties stipulate that this Agreement has been entered into in the County of Fresno and any litigation involving said Agreement, or arising out of said Agreement, shall be brought in said County where the Company is located and the dispute originated.

### **SECTION 34. USERRA**

The employer agrees to abide by USERRA.

## **SECTION 35. JOINT LABOR-MANAGEMENT COMMITTEE**

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.

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 36. HEALTH 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. 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 temporarily 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 37. GUIDING PRINCIPLES**

The Company reaffirms its commitment to the following Guiding Principles by including them as part of this Agreement:

#### Our Guiding Principles

We achieve our common objectives through cooperation and teamwork.

We conduct our business with uncompromising integrity.

We focus on a high level of contribution and achievement.

We combine common sense with creativity to find solutions.

We trust and respect all individuals.

### **SECTION 38. RESPECT AND DIGNITY**

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 any employee or supervisor 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. Disputes between fellow co-workers will be addressed in private and in a respectful and professional manner. All acts of disrespect shall be subject to the grievance and arbitration procedure.

### **SECTION 39. POLITICAL CONTRIBUTION**

The Employer agrees to deduct and transmit to the treasurer of Workers United Western States Regional Joint Board, SEIU Local 75 Committee on Political Education (COPE) the amount specified for each week worked from wages of those employees who voluntarily authorized such contributions. This transmittals shall occur no later than the twentieth (20) day of the following month, and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deductions 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.

### **SECTION 40. CHANGES IN THE LAW**

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. Additional language from Union. The strike clause shall remain in effect during the negotiations.

### **SECTION 41. GENERAL SAVINGS CLAUSE**

It is the intent of the parties 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 force and effect, and substitutions for the invalid provision or provisions shall be immediately negotiated.

**SECTION. 42. TERM OF AGREEMENT**

A. This Agreement between the parties shall become effective on May 1, 2021, and shall remain in full force until April 30, 2024. Reopener in year 3 to negotiate Wages.

MISSION LINEN SUPPLY, Plant 700 and Plant 2300

By: Sean Hearn  
Sean Hearn  
Director, Employee Relations

9/2/2021  
Date:

Workers United, WSRJB, SEIU, LOCAL #75,

By: Maria Rivera  
Maria Rivera,  
Regional Manager

9/10/21  
Date



**SCHEDULE "A" - WAGE RATES**

**LINEN & INDUSTRIAL** Wages will be increased hourly by the Employer

GROUP I	<b>5/1/20 current</b>	<b>5/1/2021 (\$0.80)</b>	<b>12/1/2021 (\$0.40)</b>	<b>5/1/2022 (\$0.35)</b>	<b>5/1/2023 TBD</b>
Head Washer	15.09	15.89	16.29	16.64	
Washer	14.70	15.50	15.90	16.25	
Extractor/Tumbler	14.60	15.40	15.80	16.15	
 <b>GROUP II</b>					
Head Marker & Distributor	14.34	15.14	15.54	15.89	
Utility (Janitor)	14.39	15.19	15.59	15.94	
Marker/ Distribution/ Stockroom/ Tie-out	14.34	15.14	15.54	15.89	
 <b>GROUP III</b>					
Press Operator/Folder/ Mender/Alterations/ Count-in/Soil Sort/Order Filler (Bulk)/Checker/ Tiers on FWI	14.23	15.03	15.43	15.78	
FWI Feeder/Folder/ Spreader/Truck Loader (Hampers)/Roller Towel Winder	14.19	14.99	15.39	15.74	

All wage increases above shall be across-the-board. (May 1, 2021... \$0.80/hour. Effective Dec. 1, 2021... \$0.40/hour. Effective May 1, 2022... \$0.35/hour Effective May 1, 2023... will meet to negotiate increase)

**WAGE SCALE FOR NEW EMPLOYEES:**

The Company will comply with the State Minimum Wage.

A new employee is an employee who is not a member of the bargaining unit or who has not worked in the industry in the previous 24 months:

Newly hired employees will earn the greater of state minimum wage or 80% of the contracted tier rate for the first 90 days worked. At their discretion, the Company may waive the trainee rate.

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

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

If the completion period from one rate of pay to another falls during the week, the rate change will be effective on the following Monday.