

**AGREEMENT**

**BETWEEN**

**Workers United**

**WESTERN STATES REGIONAL JOINT BOARD,  
SEIU**

**LOCAL 2732**

**AND**

**MISSION LINEN**

**FLAGSTAFF, ARIZONA  
PLANT 3800**

**May 6, 2021 – May 5, 2021**

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## AGREEMENT

This Agreement, made and entered into by and between MISSION LINEN SUPPLY, of Flagstaff, Arizona, hereinafter referred to as the "Employer", and THE WESTERN STATES REGIONAL JOINT BOARD, SEIU, 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 full-time and regular part-time employees in the following classifications: all production, janitorial, except truck drivers, maintenance engineers, office clerical, managers, guards and supervisors as defined in the National Labor Relations Act. All references to gender will be neutral.

### **SECTION 2. UNION MEMBERSHIP**

A. To the extent permitted by law, membership in the Union shall be a condition of employment on and after the 31<sup>st</sup> 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. 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 voluntary political contributions have been authorized by the employee only in the event a question arises about an employee's membership status.

C. To the extent permitted by law, upon notice to the Employer 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.

D. 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.

E. 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.

F. 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.

G. New hire employees shall serve a sixty (60) day probationary period and if necessary a thirty (30) day extension may be granted upon discussion with the union, during which discipline and discharge shall not be subject to Section 26 (Grievance Procedure).

H. The Employer shall arrange for one 15 minute Union orientation session per week during which a steward or other bargaining unit employee designated by the Union will meet with all the newly hired employees from the past week to orient them to the Union. Such sessions will be scheduled on company premises such that each newly hired employee will attend such a session during one of their regularly scheduled breaks.

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

A The regular straight-time work week shall be 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.

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

Four (4) ten (10) hours days exclusive of lunch within the seven (7) consecutive days, Monday through Saturday, referred to

2. The regular straight-time work week shall be five (5) consecutive as "4/10". In the "4/10" Schedule, the work weeks will vary but in all instances the employees will be off two (2) consecutive days.

B. The Employer, at his sole discretion, may establish any of the above work weeks by giving two (2) weeks' advance notice to the Union and the employees.

C. For 4/10 work week, the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days are the employee's regular scheduled days off.

- D. Overtime will be paid after forty (40) hours worked in any week.
- E. The first shift shall begin work between the hours of 3:00 a.m. to 1:00 p.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 1:01 p.m. and 11:00 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.

- F. Employees shall receive one (1) weeks notice prior to any change in their scheduled starting time.
- G. In the event the Employer desires to start a shift between the hours of 11:01 p.m. and 3:00 a.m., a representative of the Union and the Employer will meet to establish a premium rate for work on such shift.
- H. Holiday Weeks: The Employer may require employees to work on other than consecutive days during a week in which a holiday falls.
- I. 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.
- J. 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 for each employee who works at least four (4) hours.
- K. If due to a breakdown no work is performed by the employee, the employee shall receive only to two (2) hours straight time as show up pay. If an employee shows up for work as assigned and there is no work the employee will be paid four (4) hours straight time as show up pay.
  - 1. Breakdown shall be defined as the inability of the Employer to operate its 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 a 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.
  - 2. 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 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, and Two Floating Holidays.
  - 1. The above eight (8) holidays shall be paid for at eight (8) hours work at the employee’s regular straight time rate of pay regardless of the day of the week on which they fall.
  - 2. The Floating Holidays may be combined with vacation or taken as single days off if scheduled two (2) weeks in advance. They may not be taken during a holiday week.
- B. The above holidays shall be paid provided the employee qualifies under the following conditions:
  - 1. The employee must have been on the Employer’s payroll, and a member of the bargaining unit for the thirty (30) day period immediately preceding the holiday. This subsection shall not apply to employees transferring within the bargaining unit.
  - 2. The employee shall have worked, if requested by the Employer, all of the hours scheduled for work on the last regularly scheduled work day preceding the holiday and the next regularly scheduled work day following the holiday, 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.
  - 3. 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 bona fide illness prevents 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 subsection 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. Any employee who works on a paid holiday shall be paid time and a half for all hours worked and shall receive 8 or 10 hours straight time holiday pay (depending upon their regular work week) even though he/she might not otherwise qualify to be paid for the holiday if he/she did not work it. It is understood that work will not be scheduled on a holiday except in the event that the Employer requires such work in order to fulfill business requirements, and, in such case, only such work as is absolutely necessary will be scheduled. Qualified employees will be offered the opportunity to volunteer for such work on the basis of seniority, and if there are insufficient volunteers the required work may be assigned to qualified employees on an inverse seniority basis.
- D. 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.
- E. 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 Employer is concerned.
- F. When a paid holiday falls on a Sunday, the following day shall be observed as the holiday, except that for employees whose regular workday is a Sunday, the Sunday will be treated as the holiday.
- G. There are no carryovers of floating holidays not taken. They must be taken in the calendar year received.

## **SECTION 6. VACATIONS**

- A. All employees covered by this Agreement been employed for one (1) year or more, shall be entitled to a vacation annually with pay provided:
  - 1. Employees must have worked not less than fifteen hundred (1500) hours in the first year of employment. (Paid holidays and vacation time shall count as time worked for purposes of qualifying under the foregoing sentence.) If the Employer uses the optional work week under Section 3-A-2, it shall substitute twelve hundred (1200) hours as qualifying time for vacation purposes.
  - 2. For those employees who have worked one (1) year or more but less than three (3) years, the vacation shall be equal in length to one (1) week payable at forty (40) hours pay.
  - 3. For those employees who have worked three (3) or more years, the vacation shall be equal in length to two (2) weeks payable at (80) eighty hours pay.
  - 4. For those employees who have worked eight (8) or more years, the vacation shall be equal in length to four weeks payable at one hundred and twenty (120) hours pay.

5. For those employees who worked fifteen (15) or more years, the vacation shall be equal in length to four (4) weeks payable at one hundred and sixty (160) hours pay.
  6. 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.
  7. Employees working for the Employer as of the date of execution of this Agreement shall not have their vacation entitlement, if longer, diminished by reason of this Section.
- B. Any employee terminating employment after one (1) year of employment shall be paid a prorated vacation on termination.
- 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.

## **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 reasonable notice (three business days), 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 should a long discussion be necessary, the representative will conduct his/her business outside of the production area and in such a manner as not to conflict with the normal operation of the Employer's business. The representative will meet with employees only on non-working time outside the production floor. When necessary and appropriate, an additional union representative may accompany the designated individual.
- 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. There shall be two (2) Shop Stewards and one (1) alternate for each Shop Steward. The stewards shall be 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 7-A.



- 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 a satisfactory settlement between the parties fail, it then shall be adjusted as provided in Section 26.

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

- 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.

## **SECTION 9. UNIFORMS**

The Employer agrees to furnish, without cost to the employees, any uniform or wearing apparel designated by him for employees to wear during their hours of duty. No other wearing apparel, including t-shirts and caps (except hard hats or caps with the Employer's logo) shall be permitted in work areas, except that employees may wear t-shirts of their own choosing under their uniforms during working time and may, if they choose, wear a union sticker (no larger than 2" x 4") on their cap and uniform, provided that the Employer's logo is not covered up. The Employer further agrees to launder and/or clean and finish all parts of such designated uniforms worn by employees while on duty.

## **SECTION 10. REST PERIODS**

Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of employment. The rest period, insofar as practicable, shall be in the middle of each work period, provided that it is not used to extend the lunch break. Should an employee complete his/her day's work between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour, he/she shall not be entitled to the second paid rest period on that day. Once an employee has completed work in excess of six (6) hours, he/she shall have earned and be given the second ten (10) minutes' paid rest period for that day. Every worker will swipe out at the beginning and end of their lunch period.

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

- A. Employees will retain their seniority date in effect on the date they start a leave of absence if said absence is not in excess of one hundred twenty (120) 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 an unpaid 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 twenty (120) days. Any employee on such leave must be mutually agreed upon by the Employer and the Union. The employee will retain their seniority and the accrual rates of benefits based on seniority.
  - 1. 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 24 (Seniority) will apply.
- E. Any employee absent from duty or on leave shall be entitled to accrue vacation and sick leave, except where such absences exceed a total of thirty (30) calendar days in any one year. In the event of absences in excess of thirty (30) calendar days, vacation and sick leave shall be based, pro-rata, on the number of months worked during that employee's applicable anniversary year.

## **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**

- A. Commencing with the date of employment, each full-time employee covered under this Agreement shall accrue forty (40) hours of sick time per anniversary year. No sick leave will be paid until completion of six months of employment. Employees shall be eligible for sick leave pay upon notifying the employer that an absence was due to illness, with pay starting on the second day of the absence except for employees who are hospitalized or who are holding the maximum permitted accumulation of sick time (120 hours) who shall be eligible for payment starting on the first day of the absence.
- B. Sick leave benefits may be accumulated to a maximum of 120 hours.

1. Sick leave benefits will be paid in the following manner for each occurrence:

Employee will be paid for each day of absence, starting on the first day of absence, until accumulated sick leave is exhausted.

- C. A doctor's certificate may be required by the supervisor before benefits are paid or before an employee is authorized to return to work. A supervisor's abuse of this provision shall be subject to the grievance procedure.
- D. Sick leave will not be paid after an employee has given notice of termination, and no benefits are payable upon termination of employment.
- E. An employee will notify his/her supervisor that he/she will be absent at least sixty (60) minutes before the start of the shift. Failure to notify the supervisor will result in denial of sick leave benefits and disciplinary action will be taken because of unexcused absence, unless the employee demonstrates that such failure was for reasons beyond his/her control.
- F. Part-time employees shall accrue sick leave on a pro-rated basis.

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

- A. 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, registered domestic partner, child, adopted child, mother-in-law, father-in-law, grandparents, grandchildren, stepchildren, and stepparents); (b) This provision will not apply if said death occurs during the employee's leave of absence, or long term layoff or sick leave.
- B. 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.
- C. 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 of which one (1) week can be paid through the use of one (1) week of accrued vacation, if requested by the employee.. 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**

In the event the Company implements any temporary incentives or bonus programs, they shall first notify the Union in writing with the details, including duration, qualification and compensation rate as specified in a Memorandum of Understanding. Any permanent incentives, piece work and bonus plans offered by the Company 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. 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.
- C. 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. Such employees shall also receive the across-the-board increases incorporated into the wage scale. The Employer may pay employees wage rates that are above scale but only after notice to the Union.
- D. An employee temporarily changed from a higher paid job classification to a lower paid job classification, or vice versa, shall be paid at the rate of the higher classification during the time in which the change from one classification to another takes place.
- E. All regular employees with more than one year of service shall be guaranteed a minimum of thirty-four (34) hours of work at their hourly rate in any one week during the months from June through November. During the months from December through May the regular employees shall be guaranteed a minimum of thirty-two (32) hours per week.
- 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 AND INSURANCE PLANS

- A. The Employer shall provide health insurance coverage for every eligible employee, pursuant to the terms of Mission Plan 301. All employee contributions shall be determined by the company on an annual basis and provided to the Union upon request.

### **January 1, 2021**

Single	<b>\$ 15.00</b>
Single + Spouse	<b>\$135.00</b>
Children	<b>\$ 62.00</b>
Family	<b>\$166.00</b>

All such employee contributions shall be made by means of automatic payroll deduction. Any increase of the health plans offered by the Company will be shared 70/30 with the Company and the employee respectively.

If during the term of this Agreement, the Union and the Employer may mutually agree to change the health insurance plan. The change must be cost effective for both the employer and the employees. The reopener is strictly limited to this section.

- B. Health insurance coverage will begin on the first day of the first calendar month following the employee's first ninety (90) days of employment.
- C. The Employer shall become a participating Employer of the National Retirement Fund (hereinafter called the "Fund") effective March 13, 2006. The Employer further agrees to become a party to the Agreement and Declaration of Trust dated January 14, 1949, as amended, which established the Fund as a jointly administered Union-Management trust fund to provide benefits (in accordance with a written pension plan incorporated herein by reference) for employees of Participating Employers, which term may include the Fund, the Union or subordinate organization. The Employer further agrees and consents to the Employer-designated Trustees of said Fund to serve as such in accordance with the aforesaid Agreement and Declaration of Trust.
- D. Pursuant to Section C above, the Employer shall contribute to the Fund, on or before the tenth of each month, an amount per each employee covered by this Agreement. The Employer will continue to pay the rates billed for the Pension Rehabilitation for each hour compensated for during all payroll weeks ending in the prior calendar month. The Employer shall be required to contribute for new employees beginning the first of the month following sixty (60) calendar days of employment.
- E. All contributions shall be payable to the Textile Workers Pension Fund and shall be remitted to the office of the Fund.
- F. The Employer shall submit monthly, a list showing the names and Social Security numbers of all employees who were compensated by the Employer during the period covered, the number of hours worked, and the resulting contributions due.
- G. The Trustees may at any time have an audit made by a duly authorized representative of the payroll and wage and other relevant financial records of an Employer in connection with the said contributions and/or reports.
- H. In addition to any other remedies to which the Union or the Fund may be entitled, if the Employer is in default for one or more months, he shall pay such reasonable rate of interest, retroactive to the due date, as the Trustees may fix on the moneys due to the Fund from the date when the payment was due to the date when payment is made, together with all expenses of collection and legal fees.

## **SECTION 18. ETHNIC AND CULTURAL DIVERSITY**

- A. 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.

- B. 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. In such case, the Company will have a translator present for the Company.
- C. 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 24, E 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 a probationary employee. If there are no such positions available, the employee shall be placed on layoff status with the rights of any laid off employee according to seniority.

- C. In the event that the Employer is served with a validly executed Search or Arrest warrant, the Employer shall take the following action:

To the extent legally possible, arrange for questioning of employees to occur in as private a setting as possible in the workplace.

- D. 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 family relationship.

- E.
  - 1) The employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.
  - 2) 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
  - 3) 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.
  - 4) 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 19. 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 swiped, they must be punched by each individual employee in accordance with the Employer's instructions.
- D. Where an incentive plan is in operation, the Employer shall provide the employee 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.
- E. 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.
- F. 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 20. 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. The interest list covered by this Agreement will be posted on these boards for at least 24 hours before the position is filled, and the Union stewards shall be given a copy of said posting when it goes on the board

## **SECTION 21. 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 22. 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 ten (10) 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

Cell phones are not to be used during working hours. Company will take emergency messages for the employees.

## **SECTION 23. MANAGEMENT RIGHTS**

- A. Except as limited by the specific provisions expressed in this Agreement, the Employer 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 Employer had prior to the execution of this Agreement, except only those which are expressly relinquished herein by the Employer, are hereby expressly reserved and retained by the Employer and shall continue to be vested exclusively in the Employer.

## **SECTION 24. SENIORITY**

- A. Full consideration shall be given to employees' continuous length of service records in making promotions, layoffs and rehiring after layoffs.
- B. In the event of lay off, probationary employees shall be laid off before non-probationary employees who are qualified to perform the job functions of the probationary employees.
- C. Application of Seniority. It is understood and agreed that, except where otherwise provided, seniority at the Employer's plant shall be on a plant-wide basis. In the event of reduction of forces due to the slackness of work, the last employee hired 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 (3) days.

- D. Seniority shall be applied according to classification. In the event an employee's job is eliminated and he/she is therefore laid off in a particular classification, the laid off 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 the 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. If the bumping employee does not immediately perform the new duties according to job standards and the satisfaction of the Employer, he/she will be laid off. Prior to such layoff, the Union will be notified.
- E. Laid off employees will retain seniority as follows:
- |                               |          |
|-------------------------------|----------|
| Up to 180 days employment:    | 90 days  |
| 180 days - 1 year employment: | 180 days |
| 1 year - 5 years employment:  | 270 days |
| Over 5 years employment:      | 365 days |
- F. In applying this Section, including distribution of overtime, the Employer will act on a reasonable basis and will not engage in favoritism.
- G. Employees on layoff who are subject to recall shall be considered for vacancies for all positions covered by this Agreement, provided that any such employee must apply for the vacancy, must have the skill and ability to perform the functions of the vacant job, and, if plant relocation is sought, must have a personnel file with the Employer, prior to the layoff, that does not reflect any misconduct, substantial violations of Employer rules or policies, or suspension from work during the twelve (12) months prior to the layoff. Any such job applicants who satisfy these standards shall be given a preferential right to hire over new applicants who have not worked by the Employer previously.

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 applicant.

## **SECTION 25. 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 Employer, and the employee must take place.
- 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.

## **SECTION 26. 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 grievance with the assistance of the Union Representative if requested by the employee within one (1) week of the grieved incident.
- B. If the first step meeting fails to resolve the grievance, it will then be reduced to writing and submitted to 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 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. 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 arbiter 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 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 27. 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 28. 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 29. LITIGATION**

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

## **SECTION 30. USERRA**

The Employer agrees to abide by USERRA.

## **SECTION 31. JOINT LABOR-MANAGEMENT COMMITTEE**

- A. 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.
- B. 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 this Agreement, nor are any of their decisions binding on the parties covered by this Agreement. Subjects that can be discussed include but are not limited to health issues, safety issues, and respect and dignity issues.

## **SECTION 32. 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.
- B. 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.

Declared Public Emergency – in the event that local, state or federal government agencies declare a state of emergency that affects the conduct of business, both parties will meet and confer with regard to the effect on business and the employees. In these cases, the parties may temporarily amend by way of Memorandum of Understanding the contractual language with the intent of continuing business effectively and preserving employment opportunities. It is also understood that if such a declared public emergency requires the Company to take actions that are in contradiction of the collective bargaining language, the Union will not interfere or otherwise oppose such actions unless there is expressed collective bargaining exemption language set forth in the public order. Likewise, it is understood that the Employer and Employees must comply with any orders set forth as mandatory by any government agency in response to a declared emergency.

- C. 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.

- D. 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 restrooms 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.
- E. 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 employees’ 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.
- F. 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.
- G. 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.
- H. It shall be the obligation of all employees to wear and/or utilize appropriate protective equipment provided hereunder when there is a bona fide health and safety requirement that

such equipment be worn and provided there is no bona fide medical reason that the employee cannot wear or utilize such equipment.

### **SECTION 33. PREVIOUS WORKING CONDITIONS**

Employees hired prior to the date of execution of this Agreement who enjoy wages or compensation or such other provisions as are described in the Mission Linen Supply Employee Handbook or the Personnel Policy 100 Local Practices Addendum to Employee Handbook dated 05/05/02 which are more favorable to the employee shall continue to enjoy such more favorable terms, except (a) with respect to health insurance, as to which this Agreement supersedes all prior understandings.

### **SECTION 34. 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 35. 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 anyone 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 36. TERM OF AGREEMENT**

This Agreement between the parties shall become effective on May 6, 2021, and shall remain in full force until May 5, 2024.

**MISSION LINEN SUPPLY**

By:

Sean Hearn

Sean Hearn  
Director, Employee Relations

1/31/2022

Date

**THE WESTERN STATES REGIONAL JOINT BOARD, Workers United, SEIU**

By:

Maria Rivera

Maria Rivera  
Regional Manager

1/31/2022

Date

**Mission Flagstaff, Arizona**  
**SCHEDULE "A" – WAGE RATES**

	Current	\$1.00	TBD	TBD
Group I	09/01/2019	05/6/2021	05/6/2022	05/6/2023
Head Washperson	\$ 16.50	\$17.50		
Tumbler	\$ 15.00	\$17.00		
Floor Lead	\$ 15.00	\$16.00		
Washperson	\$ 16.00	\$17.00		
Sling Operator	\$ 15.00	\$16.00		
Soil Sort	\$ 15.00	\$16.00		
Motel Sort	\$ 15.00	\$16.00		
Group II				
Route Distribution	\$ 15.00	\$16.00		
Garment Press	\$15.00	\$16.00		
Garment Sort/Fold	\$15.00	\$16.00		
Group III				
FWI/Towel/Hand Fold	\$15.00	\$16.00		
Mending	\$15.00	\$16.00		
Retape-Decrease	\$15.00	\$16.00		
Make-up	\$15.00	\$16.00		
Tie-Out	\$15.00	\$16.00		
Group IV				
Truck Unloader	\$15.00	\$16.00		
Route Audit	\$15.00	\$16.00		
Reclamation	\$15.00	\$16.00		

All wage increases above shall be across-the-board (\$1.00 effective 5/06/2021; increases for 5/6/2022 and 5/6/2023 will be negotiated)

New employees will be paid the greater of minimum wage or 80% of the contracted rate for the first 90 days of employment.

**Shift and Lead Premium**

If it becomes necessary to start a second shift, the second shift shall be paid an additional \$.15 above scale for working the second shift. Employees designated as "lead" (or "head") receive a premium indicated on the table; however, they are not considered supervisors and only communicate directions given by management to co-workers in the department.

**Seniority Premium**

After 5 years consecutive service - \$.15 per hour above the classification rates.  
After 10 years consecutive service - \$.25 per hour above the classification rates



**ADDENDUM A**

Part Time Employees

- o Regular part-time Employees (those Employees not covered by thirty four/thirty-six (34/36) shall be covered by all the conditions as set forth in this Agreement for regular full-time Employees. Holidays, vacations and sick leave shall be figured on a pro-rata basis for regular part-time Employees.
- o The Employer may hire part-time employees (who work less than twenty five (25) hours per week), not to exceed 25% of the total work force covered by this Agreement.
- o Nothing in the above clauses shall prevent the Employer from establishing a part-time shift where there is not enough volume of work to meet the guaranteed work week.
- o Part-time Employees employed shall be laid off prior to any reduction of hours.

MISSION LINEN SUPPLY

By:

*Sean Hearn*

1/31/2022

Sean Hearn  
Director, Employee Relations

Date

WESTERN STATES REGIONAL JOINT BOARD, SEIU

By:

*Maria Rivera*

1/31/2022

Maria Rivera  
Regional Manager

Date

## Side Letter of Agreement

### LWO / Sick Leave Ordinance

It is agreed and understood between Mission Linen and the Western States Regional Joint Board, that the parties have agreed to a Collective Bargaining Agreement, and should an LWO or Sick Leave Ordinance be enacted that is different from what has been bargained for, it is the intent of both parties to provide an exemption.

For the Union:



Maria Rivera  
Regional Manager

For the Company:



Sean Hearn  
Director, Employee Relations