

**AGREEMENT**

**BETWEEN**

**Workers United**

**WESTERN STATES REGIONAL JOINT BOARD**

**LOCAL 75**

**AND**

**MISSION LINEN SUPPLY & UNIFORM SERVICES**

**CMF PLANT #8400**

**SACRAMENTO, CALIFORNIA**

**May 1, 2021 – April 30, 2024**

## Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Witnesseth	3
1	Recognition	3
2	Union Membership	3
3	Hours of Work	5
4	Intermittent Periods of Work	6
5	Overtime	7
6	Wages	7
7	Trainees	8
8	Holidays	8
9	Vacations	9
10	Union Representatives	10
11	Seniority	11
12	Leave of Absence	12
13	Sick Pay Leave	13
14	Bereavement Leave	14
15	Discrimination	14
16	Charity	15
17	Uniforms	15
18	Working Rules	15
19	Bulletin Boards	15
20	Time Records	15
21	Health and Insurance Plan	16
22	USERRA	17
23	Pension Plan	17
24	Grievance Procedure	18
25	Discipline and Discharge	19
26	Successors	19
27	Savings Clause	19
28	Strikes	20
29	Meal and Rest Periods	20
30	Management Rights	22
31	Productivity	22
32	Health and Safety	22
33	Litigation	24
34	Joint Labor Management Committee	24
35	Ethnic and Cultural Diversity	24
36	Guiding Principles	25
37	Respect and Dignity	26
38	Political Contribution	26
39	Changes in the Law	26
40	General Savings Clause	26
41	Term of Agreement	27
	Schedule A - Wages	28

# A G R E E M E N T

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This Agreement, made and entered into this May 1, 2021 by and between MISSION LINEN SUPPLY & Uniform Services, CMF PLANT 8400 of Sacramento, California, hereinafter referred to as the "Employer", and Workers United, Western States Regional Joint Board LOCAL #75 of Sacramento, California, hereinafter referred to as the "Union",

WITNESSETH :

## **SECTION 1. RECOGNITION**

A. The Employer recognizes the Union as the sole collective bargaining representative for all employees of the Employer with respect to rates of pay, hours of work, and conditions of employment for all employees of the bargaining unit. Drivers, office employees, salespeople, engineers, superintendents, foremen or foreladies with the duty to hire and fire, and owners (not to exceed 2) are excluded from the above recognition. All references to gender shall be neutral throughout agreement.

B. 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 notify the Union of the number of employees or classifications needed in order that they may be interviewed. The Union will notify the Employer within two hours if there is anyone available to be dispatched for said job or jobs. If the Union is unable to furnish an applicant for the vacancy requested by the Employer, the Employer shall have the right to hire from outside sources. An applicant dispatched to the job in reply to the Employer's request shall be given 24 hours, from the date and time the Employer's call is received, to appear at the place of employment.

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 Employer, upon request from the Union, shall give his reasons for refusing to accept said applicants. 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 that 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 notice 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 of the month of 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 shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken to enforce this Section #2.

J. 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 or she has been unjustly discharged, the employee may have his or her grievance brought to the Grievance Procedure.



### **SECTION 3. HOURS OF WORK**

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.

Eight (8) consecutive hours, lunch time excepted, shall constitute the regular shift or work day, or four 10 consecutive hours (lunchtime excepted) for those employees working a four 10-hour day within any five consecutive days referred to as "4-10's". The first shift shall begin work between the hours of 5:00 a.m. and 11:00 a.m. and employees working such first shift shall be paid at the regular straight-time rate of pay. Should a 4:00 a.m. start time become necessary a majority vote of the workers will be necessary to authorize the change. Any shift starting between the hours of 11:00 a.m. and 2:00 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 2:00 p.m. and 6:00 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 6:00 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. Any shift starting between 11:00 p.m. and 5:00 a.m. shall be designated the fifth shift and employees working such fifth shift shall be paid a premium of twenty cents (\$.20) per hour for all work performed.

B. Work Week. Forty (40) hours, consisting of five (5) consecutive eight (8) hour days, shall constitute the regular straight-time work week except as provided in Sub-section C below. All employees shall be allowed two (2) consecutive regular days off regardless of the shift on which they work.

The Employer may inaugurate a "4-10" hour per day work week, by department, at straight-time provided he notifies the employees and the Union to the effective date of said change. For those employees working "4-10's", the 5th day is the employees' regular scheduled day off. (This day may be in the middle of the week: Monday, Tuesday, Wednesday off, Thursday and Friday.) The 6th day of the workweek is the first day following the employees' regular scheduled work week. The 7th day is the 2nd day following the employees' regular scheduled work week.

C. Holiday Weeks. The Employer may require employees to work on other than consecutive days during a week in which a holiday falls. In such event, the employee shall receive the regular straight-time rate of pay except for work performed on the sixth (6th) consecutive day of their work week, which shall be at time and one-half. For those employees working a "4-10" hour per day workweek, work performed on the 5th consecutive day shall be paid at the rate of time and one-half (1-1/2).

D. If an employee, for reasons of his or her own (except for an illness for which the Employer may require medical certification) has not worked his or her full scheduled work week although the Employer has made work available to the employee, then, when requested by the Employer to work on Saturday or the employee's regular day off, he or she shall do so at the 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 instructed to report for work, and who do report Monday through Sunday, shall be guaranteed four (4) hours of work or pay for same. For those employees working "4-10" hour days, they shall be guaranteed five (5) hours of work or pay for same. However, if due to circumstances beyond the Employer's control, such as plant breakdown, public health emergency declared by government entity, power failure, floods, etc., no work is performed by the employee, the employee shall receive only two (2) hours' straight-time pay as "Show-Up Pay", except that if the shutdown is due to energy crisis problems, the Employer shall be obligated to pay only for actual hours worked.

G. The Employer agrees to guarantee the first shift, as noted in Section A above a guaranteed workweek of thirty-two (32) hours, with the option to re-open and discuss raising the guaranteed hours after one year.

H. The Employer agrees to not more than one (1) part-time employee shall be employed for every five (5) employees on a full time shift. The local locations will send via e-mail 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.

I. The selection of employees to work overtime will be done using seniority within the department in which the overtime is to be worked. The most senior employee in the department will be given the first right of refusal to work overtime. If no employee volunteers for overtime work, it will be assigned by order of reverse seniority.

J. 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**

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.

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.

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. OVERTIME**

A. Overtime at the rate of one and one-half times the regular straight- time rate of pay shall be paid to all employees covered by this Agreement under the following conditions:

1. For all work performed in excess of eight (8) hours in any one shift; for those employees working "4-10" hour days, all work performed in excess of ten (10) hours in any one shift;
2. For all work performed in excess of forty (40) hours in any five (5) consecutive day period, for those employees working "4-10" hour days, all work performed in excess of forty (40) hours in any four (4) day period,
3. For any work performed in excess of five (5) consecutive hours without any opportunity being given to the employee to eat lunch;
4. For all work performed on the sixth (6th) consecutive day of work, except as noted in paragraph D of Section 3 above; for those employees working "4-10" hour days, for all work performed on the fifth (5th) day of work except as noted in Section 3-C above.

B. Overtime at the rate of two (2) times the regular straight-time rate of pay shall be paid to all employees covered by this Agreement if they perform work on their seventh (7th) consecutive day. Sundays that are part of a regular work schedule will be paid at the regular rate of pay.

C. 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 work day, 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.

## **SECTION 6. 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. Wages shall be computed on an hourly basis and shall be paid not later than the quitting time of the employee's shift on Thursday, if possible, of the week following the week in which the work was performed, unless the Employer is physically unable to distribute checks due to circumstances beyond their control.

C. No employee shall suffer a reduction in wages through the adoption of this Agreement.

D. 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.



E. Employees required to work on new types of equipment or new processing techniques shall be included in the bargaining unit. A representative of the Union and the Employer will meet to establish a rate for such work.

F. In the event the Employer should desire to install a wage incentive, piece rate, or other bonus system of payment or standards, such method of payment must guarantee to each worker hourly earnings not less than those shown in the wage schedules attached hereto, and such plan of payment shall be installed only after agreement between the Employer and the Union.

G. 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 7. TRAINEES**

A. A Trainee is a person being trained for CMF work who has not had experience within the last 24 months in a CMF at the job for which he/she is assigned. A Trainee, as herein defined, shall be paid according to the wage scale contained in Schedule "A" (Trainees). A person who is hired and has had experience in the last 24 months in a laundry, but not at the job for which he/she is assigned, will be considered a trainee for the first 90 days of employment and will be paid according to Schedule "A" at the 80% rate.

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.

B. No journey person shall be laid off and a beginner allowed to take his/ her place, nor shall a beginner perform the duties of a journey person who has been laid off for lack of work.

C. The training wage contained in Schedule "A" shall not be applied to in-house transfers of classifications or transfers between the two plants covered by this Agreement.

## **SECTION 8. HOLIDAYS**

A. The following holidays shall be recognized as paid holidays and paid for at eight (8) times the employee's straight-time hourly rate, regardless of the day of the week on which they fall. For those employees working "4-10" hour days, they shall be paid at ten (10) times the employee's straight-time hourly rate regardless of the day of the week on which they fall: New Year's Day, Presidents' Day, Memorial Day (fourth Monday of May), Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and, one (1) Floating Holiday. The Floating Holiday may be scheduled, with two (2) weeks' notice by mutual agreement.



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 employees must have been on the payroll of the Employer for the thirty (30) day period immediately preceding the holiday. All regular employees shall be required to work the three (3) regularly scheduled workdays prior to and after the recognized paid holiday. This shall not include a Saturday or a Sunday. If a regular employee is off work because of a bonafide sickness or other reasons including vacation approved by the Employer, said employee shall be paid for the holidays.

C. When any of the above-named holidays falls on a Saturday it may be observed on the preceding Friday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

## **SECTION 9. 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.

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

Upon ratification employees who have completed seven (7) years of service will receive three (3) weeks of vacation with pay

Upon ratification employees who have completed fourteen (14) years of service will receive four (4) weeks of vacation with pay.

B. Pay in lieu of vacations shall not be granted. The Employer shall post a vacation schedule on or before November 1st for all employees, granting employees with the most seniority preference on a



departmental basis. Employees must state their preference for vacation by December 1st 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.

C. Employees who have been terminated for any reason, except for gross misconduct (drunkenness, theft, embezzlement, illegal drug or alcohol possession on Company equipment or premises, or customer premises, and deliberate violation of posted Company rules) shall be entitled to payment of all accrued, unused vacation, recorded at the time of their termination, per California state law.

D. If an employee requests it not less than seven (7) days before leaving on vacation, the employee shall be granted vacation pay allowance before leaving on vacation.

E. If the Employer instructs an employee to take his or her vacation at such time that one of the paid holidays provided for herein should occur during that vacation period, the Employer shall pay to that employee the amount due for the paid holiday in addition to the vacation allowance. However, if the employee demands the vacation at such time that one of the paid holidays provided for herein occurs during such vacation period, the employee will not be entitled to pay for that holiday as such.

Should an employee desire to take his/her paid Floater holiday in conjunction with his/her vacation, it must be approved by the Employer.

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

G. The maximum allowable accrued vacation on the books will be 1.75 times the employees' annual accrual rate. Vacation time accrued prior to this date will be granted.

## **SECTION 10. UNION REPRESENTATIVES**

A. An authorized Union representative shall be allowed to visit the Employer's plant at any time during work 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 Representatives will be conducted outside the production area and in such a manner as not to conflict with the normal operation of the Employer's business; however, they must notify the office of their intent to enter the plant and shall have access, upon proper notice (24 business hours), to timecards and paychecks for work performed by any employee of the bargaining unit. Such visits shall not interfere with production. 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. It is agreed that the Union may select not to exceed one (1) employee per shift, per plant, to be duly accredited representatives of the Union and to be known as Shop Stewards. The Shop Steward(s) 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 meeting 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 this Section

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. The Employer shall be given written notice of the names of said Stewards. Stewards shall not be discriminated against for any activities in or representing the Union.

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

## **SECTION 11 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 years employment:	270 days
Over 5 years 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 12. 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 not in excess of one hundred and twenty (120) days for other proper purposes shall be granted in writing and shall not be unreasonably denied.

B. 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.

C. If return to work from a leave of absence results in overstaffing in the affected department, the terms of Section 11 seniority will apply.

### **SECTION 13. SICK LEAVE PAY**

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. Failure to



provide advance notice, except when such notice is not possible due to physical incapacitation, may result in denial of paid sick leave and possible corrective action.

The maximum accumulation of sick leave will be one hundred and eighty (180) 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, school activities leave, pregnancy disability and family and medical leave.

#### **SECTION 14. 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); (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. 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 16. CHARITY**

The Employer and the Union, or their representatives, shall not solicit contributions, charitable or otherwise, from the employees.

## **SECTION 17. UNIFORMS**

If the Employer requires an employee to wear a uniform or a specific type of clothing, including specific footwear, the Employer shall furnish such garments and launder or clean the same without cost to the employee. 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 18. WORKING RULES**

Rules and regulations for the conduct of business, such as the Employer shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all employees. Such rules and regulations shall be posted by the Employer on a bulletin board located in such a position that all employees may become familiar with such regulations, or in writing and signed by the employees.

## **SECTION 19. 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 matter.

## **SECTION 20. 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. 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.

C. 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, upon reasonable notice, when requested by the Union during regular business hours. 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.

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



## **SECTION 21. HEALTH AND INSURANCE PLAN**

Effective May 1, 2014, the employees will move to the Amalgamated National Health Fund.

A. Effective May 1, 2021, the Employer shall contribute to the Amalgamated National Health Fund the sum of \$688 per month per eligible employee for the purpose of providing medical, vision, dental and prescription insurance for eligible employees.

Effective May 1, 2022, this contribution shall be increased to \$722 per month per eligible employee. Effective May 1, 2023, this contribution shall be increased to \$758.

B. 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.

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

D. Effective May 1, 2021, due to the tremendous increase in cost of medical benefits, each eligible employee will be required to contribute \$20 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.

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

F. The Employer agrees that if it becomes necessary in the discretion of the Board of Trustees to take any legal steps to collect the above subscription during the term of this Agreement for any reason whatsoever, the Board of 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.

G. 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.

### **H. OPTIONAL MEDICAL/DENTAL--SPOUSE/DEPENDENT COVERAGE**

The employees in the bargaining unit shall have the option to buy additional coverage for dependents and/or spousal coverage in addition to the benefits contained herein with the Amalgamated National Health Fund as noted in Section 21. Such additional coverage shall be paid for by each individual employee and the premiums for same shall be deducted by the Employer and paid to the insurance company as per the direction of the employees.



## I. PRESCRIPTION DRUG BENEFIT PLAN

1. The Employer shall contribute into the Amalgamated National Health Fund to provide prescription drug benefits for eligible employees. The eligibility and computation requirements of such payment are to be on the same basis as the current Health and Insurance Plan as provided in Section 21-B, C, E and F.

2. The Employer contributions to the Amalgamated National Health Fund providing Prescription Drug Benefits under this Section 23 may be used to fund Vision Care Benefits under Section 24 hereof. Such conversion of Prescription Drug monies may be made only if needed and only after proper notice to the Employer.

## J. VISION CARE

Effective January 1, 2005, the Employer shall contribute to the Amalgamated National Health Fund per month per eligible employee for the purpose of providing vision care benefits for employees. The eligibility and computation requirements of such payment are to be on the same basis as the current Health and Insurance Plan as provided in Section 21-B, C, E and F.

## K. DENTAL PLAN

1. The Employer shall contribute into the Amalgamated National Health Fund to provide dental benefits for eligible employees. The eligibility and computation requirements of such payment are to be on the same basis as the current Health and Insurance Plan as provided in Section 21-B, C, E and F.

2. The Employer shall be subject to the provisions of the presently existing Trust Agreement and the action of the Trustees in reviewing and/or amending the provisions of such Trust Agreement on all matters with the exception of the contribution rate which is covered above.

## **SECTION 22. USERRA**

The employer agrees to abide by USERRA

## **SECTION 23. PENSION PLAN**

A. Contribution Rate. The Employer hereby agrees to contribute to the National Retirement Fund and amount equal to fifty-one dollars and ninety cents (\$51.90) per month per eligible employee upon ratification of agreement.

Effective March 1, 2012 the contribution rate will remain at an amount equal to fifty-one dollars and ninety cents (\$51.90) per month per eligible employee.

Effective March 1, 2013 the contribution rate will increase to sixty – one dollars and fifty – five cents (\$60.55) per month per eligible employee.

B. 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.

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

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

E. Delinquent Payments. 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 Local Union 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 24. 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 item "I" below.
- B. If the first step meeting fails to resolve the dispute, it will then be reduced to writing 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, 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 25. DISCIPLINE AND DISCHARGE**

The Employer must give notice to an employee before discharging him or her, except in the case of gross misconduct. (Gross misconduct includes drunkenness, theft, embezzlement, illegal drug or alcohol possession or use on Company equipment or premises, or customer premises, and deliberate violation of Company rules.) A copy of such warning notice shall be forwarded to the Union within 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.

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 meaning the manager has discussed the issue with the employee and a note to file has been completed, before such written notice. If a suspension occurs, a meeting of the union, the company, and the employee must take place if requested by either party.

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.

## **SECTION 26. SUCCESSORS**

This Agreement shall be binding on both parties, their successors and assigns. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, transfer, lease or assignment.

## **SECTION 27. 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 portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement.



## **SECTION 28. STRIKES**

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 29. MEAL AND 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	Three 10-minute rest breaks	As close to the middle of each work period as is practicable



14 hours		
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 30. 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 31. PRODUCTIVITY**

The Union recognizes that continuing large scale employment at a fair wage can continue only as long as a high level of productivity is maintained within the Employer's operation. The parties agree that this result is dependent upon achieving a high quality of individual employee performance and efficiency and the Union shall undertake to encourage its members in the attainment of this objective. Increased productivity can be achieved by reducing damage, good care of tools and equipment, a minimum amount of wasted time, careful and economical use of supplies and, in general, a positive attitude by each employee. Efficiency of production requires cooperative effort towards finding easier, better and faster ways of performing operations and the ready acceptance of higher productivity bases due to improvement in operations or methods.

### **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.

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

## D. Protection from Bloodborne Pathogens:

### a) Protective Equipment

For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Employer shall provide, appropriate personal protective equipment. Personal protective equipment will be considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee’s clothes, skin, eyes, or mouth, under normal conditions of use. The Employer shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.

### b) Vaccinations

The company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.

## E. Joint Safety and Health Committee

A Joint Safety and Health Committee (“Committee”) will be established by the Employer and the Union, composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential hazards throughout the facility. The General Manager or his/her designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code



provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. Additionally, members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Employer will consider all the recommendations from the Committee in good faith.

#### F. Safety and Health Related Training

The Employer shall provide job safety and health related training as required by Federal, State, and Local regulations. Such training shall take place at intervals that comply with the applicable regulation or standard.

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

### **SECTION 33. LITIGATION**

The parties stipulate that this Agreement has been entered into in the County of Sacramento and any litigation involving said Agreement or arising out of said Agreement shall be brought in the County of Sacramento.

### **SECTION 34. 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 included but are not limited to health issues, safety issues, and respect and dignity issues.

### **SECTION 35. 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 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.

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

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

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 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 36. 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 37. 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 supervisors will not be tolerated. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or Union representative or (ii) where necessary to protect the immediate personal safety or property of employees or the Employer or (iii) where another employee is present for translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner. 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 38. POLITICAL CONTRIBUTION**

The Employer agrees to deduct and transmit to the treasurer of 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 transmittal 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 39. 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 40. 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 41. TERM OF AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

MISSION LINEN SUPPLY and Uniform Service , CMF Plant 8400, Sacramento, California

By:

Sean Hearn  
Sean Hearn  
Director, Employee Relations  
Mission Linen Supply

Maria Rivera  
Maria Rivera,  
Regional Manager  
Workers United, WSRJB, Local 75

9/2/2021  
Date

9/9/21  
Date



SCHEDULE "A"

<b>Classification</b>	<b>current 5/1/20</b>	<b>\$0.80 5/1/21</b>	<b>\$0.40 12/1/21</b>	<b>\$0.35 5/1/22</b>	<b>TBD 5/1/2023</b>
GROUP 1 Embroidery	15.56	16.36	16.76	17.11	
GROUP 2 Make – up person Utility Person	14.05	14.85	15.25	15.60	

**All increases will be across – the – board**

Effective May 1, 2021	\$0.80
Effective December 1, 2021	\$0.40
Effective May 1, 2022	\$0.35
Effective May 1, 2023	Will meet to negotiate increase

All Lead personnel shall be paid \$.15 per hour above all employees in the department in which the employee is designated as the Lead person.

**TRAINEES:**

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