

AGREEMENT

BETWEEN

Workers United

**WESTERN STATES REGIONAL JOINT BOARD,
SEIU**

LOCAL 75

AND

MISSION LINEN SUPPLY

PLANT 800

SANTA MARIA, CALIFORNIA

May 1, 2021 – April 30, 2024

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5/1/2021-4/30/2024

AGREEMENT

This Agreement, made and entered into this 1st day of May, 2021, by and between MISSION LINEN SUPPLY- PLANT #800, Santa Maria, California, hereinafter referred to as the "Employer", and Workers United, Western States Regional Joint Board, SEIU, LOCAL #75 of Sacramento, California, hereinafter referred to as the "Union", for and on behalf of its members employed by the Employer;

WITNESSETH

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

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

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

NOW, THEREFORE, it is agreed that

SECTION 1. DEFINITIONS

A. "Union", as used herein, means the Workers United, Western States Regional Joint Board, SEIU, Local #75, within whose jurisdiction employees perform services for the Employer.

B. "Employee", as used herein, shall mean any person or persons, irrespective of title or classification, employed by the Employer in production work and engaged in processing or handling of merchandise or articles of any kind for the account of the Employer's customers; provided, however, the Employer has the right to keep a Production Manager gainfully employed and to utilize his time to the best advantage at any needed work in any department without such Production Manager being required to become a member of the Union so long as such Production Manager shall not displace a regular employee for more than four (4) hours in any one day or any one job.

SECTION 2. JURISDICTION

A. The Employer recognizes the Union as the sole collective bargaining representative for all production employees of the Employer, and the provisions of this Agreement shall apply to all such production employees. The term "production employees", as used herein, means all persons irrespective of title, classification, or other occupation engaged in any work in the processing or handling of merchandise or articles of any kind for the account of the Employer's customers. All references to gender shall be neutral throughout agreement.

B. The Employer further agrees not to enter into any individual agreement pertaining to hours, wages, or conditions of employment with any employee covered by this Agreement unless such agreement has been approved by the Union.

C. 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 3. UNION MEMBERSHIP

A. Whenever the Employer requires employees for work covered by this Agreement, he shall call the Union and advise the Union that there is a job, or jobs, available.

B. Whenever the Employer hires anyone for work covered by this Agreement and such person is not a member of the Union, then the Employer shall notify the Union in writing within fifteen (15) days of such employment stating the name, address, social security number, and the date of employment of such 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.

C. Membership in the Union on or after the thirty-first (31st) day of employment or thirty-one (31) days after the execution of this Agreement, whichever occurs later, shall be a condition of employment of all employees employed by the Employer and covered by this Agreement. 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.

D. The Employer agrees that upon receipt of notice in writing by the Union that any employee is not a member in good standing of that Union in accordance with this section, he will remove such employee from the payroll of the Employer within seven (7) days after receipt of said notice.

The Union agrees to indemnify and to hold Employer harmless from any and all liability, including the payment of back wages, for any and all claims, demands, or suits that may arise out of the

discharge of any employee under this section. In the event, however, that such cause of action arises by reason of Employer's acts, then and in such event Employer shall in like manner indemnify and hold the Union harmless.

E. The Employer agrees that it shall not be a violation of this Agreement for any Union employee to conform to and support Union principles.

SECTION 4. PLANT VISITS

An authorized representative of the Union shall be allowed to visit the Employer's plant during working hours and shall have the right, upon proper notice (24 business hours), to examine the time cards and paychecks for work performed by any employee of the bargaining unit, and shall be permitted to collect initiation fees, dues, assessments, and sign up new employees for membership to the Union during working hours provided access to the plant is in compliance with Company rules and, provided further that such rules do not interfere or hamper the Union representative in his transaction of Union business. It is further agreed that all discussions between employees and the Union Representative will be conducted outside the production area and in such a manner as not to conflict with the normal operation of the Employer's business. Before entering the plant, the Union representative shall report to the plant office advising them of his intention to enter the plant. 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.

SECTION 5. INCENTIVE PLANS

Wage incentive plans not resulting in any reduction of basic wage scales or other benefits may be installed upon agreement between the Employer and the Union.

SECTION 6. 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 has been unjustly discharged, he may have his grievance brought to the Grievance Procedure.

B. The Employer must give a written warning notice to an employee before discharging or disciplining him except in the case of gross misconduct. Gross misconduct includes, but is not limited to: theft, embezzlement, deliberate violation of posted company rules, bringing or using illegal drugs or alcohol in the plant. A new employee may be discharged without notice during the first ninety (90) days of his employment. 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.

C. When a warning notice is given, and there is a Shop Steward in the plant, the Steward must be present when this notice is given to the employee. A copy of the warning notice must be sent 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.

D. Upon receipt of a second written warning notice within a six (6) month period, the employee may be suspended for three (3) days without pay, or discharged.

E. No employee shall be discharged for poor production without having previously received appropriate progressive discipline in a three-step process: written notice, suspension, and termination, provided the employee has received appropriate verbal counseling before such written notice. If a suspension occurs, a meeting of the union, the company, and the employee must take place.

F. 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.

G. Formal counseling shall remain active for a period of twelve (12) months

SECTION 7. PRE-EXISTING WORKING CONDITIONS AND BENEFITS

No employee shall suffer, by reason of this Agreement, a reduction of wage rates or the loss of any benefits or working conditions higher or more favorable than those contained herein if such conditions existed prior to the signing of this Agreement. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has the authority to make, and the parties shall not be bound by nor liable for, any statements, representations or agreement not set forth herein.

SECTION 8. VENTILATION AND DRESSING FACILITIES

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

SECTION 9. 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.

G. 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.

H. A first aid kit shall be kept on hand at all times with full supplies for use by the employees.

SECTION 10. EMPLOYEES' DONATIONS

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

B. There shall be no solicitations of any kind by any person or organization on the Employer's property without the mutual agreement of the Employer and the Union, and as provided for in Section A.

SECTION 11. BULLETIN BOARD

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

SECTION 12. UNIFORMS

If the Employer requires an employee to wear a specific uniform or wearing apparel as a condition of employment, including specific footwear, then:

1. The Employer agrees to furnish, without cost to the employee, any uniform or wearing apparel designated by him for employees to wear during their working hours on duty.

2. The Employer agrees to launder and/or clean all parts of such designated uniforms worn by the employee while on duty. Newly hired employees will be provided uniforms after 90 days of employment. Such 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 13. DUES DEDUCTION

The Employer agrees to deduct from the employees' wages all initiation fees, dues, and specific assessments due the Union upon receiving appropriate written authority from the employee authorizing such deductions. Such deductions shall be forwarded to the Union office no later than the tenth (10th) day of each month.

SECTION 14. STEWARDS

It is hereby agreed that the Union may select an employee or employees, the number to be determined by mutual agreement, to be duly accredited representative(s) in each plant, to be known as the Steward(s). The Employer shall be given written notice of the name of said Steward(s). 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 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 4.

Employees will proudly display their Union logo on their hard-hats and or caps.

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.

SECTION 15. 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:

Length of Shift	# of Rest Periods	Timing of Rest Periods
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	Two 10-minute rest periods	As close to the middle of each work period as is practicable

10 hours		
Over 10 hours and up to and including 14 hours	Three 10-minute rest breaks	As close to the middle of each work period as is practicable
Over 14 hours	Four 10-minute rest breaks	As close to the middle of each work period as is practicable

During rest periods, employees are entirely free from labor, work, or any other employment-related duties. Employees shall not be “on-call” or be subject to any control by Mission Linen during their rest periods. If a rest break is ever interrupted or if an employee is unable to take a required rest break, the employee shall immediately report it to his/her immediate supervisor or the Human Resources department and all efforts will be made to reschedule the rest break.

Meal Periods

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

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

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

Meal/Rest Period Premiums

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

Co-Worker Responsibilities

Co-workers are expected to take meal and rest periods in accordance with this policy. If a co-worker believes that business conditions will not allow them to take a meal or rest period in accordance with this policy, he/she must notify their supervisor in advance of the meal or rest period, or as soon as he/she is able to do so. Any co-worker who is unable to take meal or rest periods in accordance with this policy must immediately notify management, and must submit a Meal/Rest Period Discrepancy form so that the appropriate premium can be paid if applicable. Failure to take meal and rest periods in accordance with this policy, or failure to notify management of an inability to take meal or rest periods, may subject co-workers to disciplinary action.

SECTION 16. CALL-IN TIME/INTERMITTENT PERIODS OF WORK

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

(Breakdown shall be defined as the inability of the Employer to operate the plant because of any reasonable condition beyond the Employer's control, such as, but not limited to: an act of God, public health emergency declared by government entity, fuel or power shortage, flood, earthquake, equipment malfunction beyond the Employer's control, or other similar causes. This paragraph shall only apply to the individual departments when only a portion of the complete operation is affected.)

B. In the event of an energy crisis where the local utility companies enforce an involuntary 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.

C. 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.

D. 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.

E. 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 17. FILING OF CLAIMS

No employee shall be discharged or discriminated against because of filing any claim of alleged violation of this Agreement, nor shall any employee be discriminated against or discharged for giving information regarding the alleged violation of this Agreement to the Union or its authorized

representatives.

SECTION 18. 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 19. HOURS OF WORK, SHIFTS AND OVERTIME

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

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 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 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 per hour for all work performed.

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

Employees working in the washroom, soil sort/count and off service departments may begin work at 4:00 a.m. and will be considered as working the first shift.

B. 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 mid-point of each shift.

C. Workweek: Forty (40) hours consisting of five (5) consecutive eight (8) hour days shall constitute the regular straight-time work week. All time worked in excess of forty (40) hours in any one week shall be paid at the rate of one and one-half (1-1/2) times the hourly rate of pay but there shall be no pyramiding of overtime. Hours paid for at this overtime rate on a daily basis shall not be included in figuring the weekly hours on which overtime is paid.

1. "5/8" work week--in excess of eight (8) hours per day, forty (40) hours per week;
2. "5/8" work week--in excess of 32 hours in a week in which a paid holiday occurs unless said holiday falls outside the employee's regularly scheduled work week.
3. "4/10" work week--in excess of ten (10) hours per day or forty (40) hours per week;
4. "4/10" work week--the regular scheduled days off, referred to as the fifth (5th) and sixth (6th) days;
5. Double time for all work performed on the seventh (7th) day.

Notice of Overtime: In the event the Employer wants the employees to work overtime, the employees will be given notice before lunch time that overtime is to be worked. In the event the Employer wants employees to work on a paid holiday, the employees shall be notified before the end of the 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.

The Employer may inaugurate a '4-10' hour per day workweek, by department, at straight-time provided he notifies the employees and the Union at least four calendar weeks prior 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 workweek. The 7th day is the second day following the employee's regular scheduled day workweek.

D. Any employee working on the 6th work day of a five-day work week or the 5th or 6th work day of a four-day work week, shall be paid at the rate of one and one-half (1-1/2) times the hourly rate for all hours worked. Absence from work for any reason whatsoever during the regular workweek shall not offset the payment of one and one-half (1-1/2) times the hourly rate for all work performed on Saturday. However, employees abusing the absence clause regarding the Saturday workday may be subject to suspension, layoff, and possible discharge; provided, however, if Sunday represents the seventh consecutive workday, or the second day following the employees' regular day off, as contained in "C" above, it shall be paid for all work performed at double (2X) the hourly rate of pay. Provided, further, that work performed on Sundays immediately preceding or following one of the paid holidays shall be paid for at double (2X) the hourly rate of pay.

E. Part Time Employees. Not more than one (1) part time employee shall be employed for every three (3) employees on a full time shift.

F. 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 20. TIME RECORDS

A. Time records will be maintained by the Employer for all employees for the purpose of recording time worked. The records will show the actual time the employment begins and ends each day, the hours worked for the day, and the total hours for the pay period.

Time clocks or other adequate time records will be maintained by the Employer for the purpose of recording upon the timecards the actual hours worked by the employee. Where time clocks are installed and time cards are operated, they must be used by each individual employee in accordance with the Employer's instructions.

B. All records, including time records and production records used to determine the amount of pay, shall be kept on file for at least four (4) years.

C. In computing time worked, any fraction of the half-hour worked at the beginning or the end of any period of employment in the day or the week shall be computed and paid as a full half-hour worked. Any fraction of an hour over the half-hour and less than the full hour worked at the beginning or at the end of any period of employment in the day shall be computed and paid as a full hour worked. Employees who report late shall be docked for time lost.

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

SECTION 21. GUARANTEED WORKWEEK

A. All regular employees shall be guaranteed a minimum of thirty-six (36) hours' work at their hourly rate in any one week, except as provided for in Section 16 in case of breakdown. Provided further, for the maintenance and stability of regular employees during the "OFF" season (September 15th to the third Monday in April), the minimum number of hours employees shall be guaranteed during the "OFF" season will be thirty (32)

B. If the Employer asks or suggests that a regular employee voluntarily take time off in order to offset or waive any rights thereunder, he shall in such cases be required to pay for hours not worked to make the thirty-six (36) hour guarantee.

C. The Employer shall file with the Union each month the check-off sheet with the names and jobs held by part-time employees. Any part-time employee not so filed shall be considered as a full-time employee for purposes of the guaranteed workweek. The local locations may send via e-mail to designated Union Representative each month, the names and jobs held by part-time employees.

D. Part-time employees are those employees called to work for less than eighty (80) hours in any month. The above guaranteed minimum hours of work in any workweek shall not apply to part-

time employees.

E. Newly hired employees will not be covered under this section during the first ninety (90) calendar days of employment.

SECTION 22. PAYDAY

Employees will be paid by negotiable checks on or before quitting time by no later than Thursday of each week following the close of the last pay period, unless the Employer is physically unable to distribute checks due to circumstances beyond their control.

SECTION 23. HOLIDAYS

The following holidays shall be recognized by the parties to this Agreement: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and after one (1) year of employment a Floating Holiday.

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.

A. All employees shall have been in the employ of the Employer for thirty (30) days to qualify for the holiday pay, except employees transferring within the bargaining unit. Any employee who has been laid off and rehired within a ninety (90) day period shall not be subject to this qualification.

B. All regular employees of the Employer on the payroll of the Employer during the week when any of the above holidays occur, and who have worked all of the hours scheduled for work by the Employer, shall be paid their regular day's pay for those holidays even though no work is performed on that day. For the purpose of scheduling the workload during the peak season (third Monday in April - October 31st), if work is scheduled on a Saturday preceding a holiday week, it shall be considered as part of that holiday workweek for the employee to be eligible for holiday pay.

In the event any employee presents evidence of a bonafide illness during the holiday week which prevents him/her from working any day or days in the holiday week, or the employee has received permission from the Employer to be absent during any day or days of the holiday week, then such employee shall still be eligible to receive payment for the holiday as a paid holiday.

C. Employees working on a weekly salary shall suffer no reduction in salary by reason of their not working on the before-named holidays.

D. Employees working on hourly wage rates shall be paid for time not worked on any one of the before-named holidays on the basis of eight (8) hours at their hourly rates for the week. Employees

on a 4-10 schedule will be paid on the basis of ten (10) hours at their hourly rate for the week.

E. Employees may be required to work on any paid holiday other than New Year's Day, Thanksgiving Day or Christmas Day at the Employer's option, provided the employee is given as much notice as possible, but at least twenty-four (24) hours' notice in advance.

F. Employees working on an hourly wage rate shall be paid for time worked on the before-named holidays, or on a Sunday immediately preceding or following said holidays, at one and one-half (1-1/2) times their hourly rate for the week in addition to the holiday pay.

G. In weeks wherein a holiday occurs, thirty-two (32) hours shall constitute the workweek. For employees on a 4-10 schedule, thirty (30) hours shall constitute the workweek. Any time worked in excess of eight (8) hours in any one day or ten (10) hours in a 4-10 schedule shall be paid at the rate of time and one-half (1-1/2) of their hourly rate of pay; provided further, that all employees shall be paid for the herein specified holiday.

H. When one of the before-named seven (7) holidays (except the birthday holiday) falls on a Saturday which is outside the regular workweek, Monday through Friday or Tuesday through Saturday, said holiday shall, nevertheless, be paid to the employees at their holiday rate of pay, and forty (40) hours shall constitute the workweek at their hourly rate of pay.

I. When any of the before-mentioned holidays fall on Saturday (except the birthday holiday) and the employee is required to work, he/she shall receive overtime pay at the rate of one and one-half (1-1/2) times his/her rate of pay in addition to the holiday pay. At the option of the Employer, the Friday preceding a Saturday holiday may be declared a "no-work day", and forty (40) hours shall be paid each employee at his/her hourly rate.

J. When any of the holidays fall on Sunday (except the birthday holiday), the following Monday shall be observed as the holiday.

K. At the option of the Employer, a Saturday holiday may be observed on either Friday or Monday provided the Employer gives one (1) week's notice in advance of his plans for the holiday observance.

L. The Employer may declare a "floating holiday" in lieu of Presidents' Day upon thirty (30) days' written notice to the employees and the Union.

1. It may be scheduled as a single day off with at least two (2) weeks' notice by the employee and on a day mutually agreed to by the Employer and the employee.
2. It may be scheduled on a Monday or a Friday.
3. It may be scheduled and taken as one extra day with the employee's vacation.
4. It may not be taken the week before or during a holiday week.

SECTION 24. 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.

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 15th. 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 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.

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

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

SECTION 25. OCCUPATIONAL 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. Provided further, however, if the accident is the result of gross

negligence or violation of Employer safety policy, then such employee shall not collect for injury pay. Claims of injury shall be verified by the Employer's medical doctor if the Employer requires such verification.

SECTION 26. 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 27. TRANSFERS

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

SECTION 28. USERRA

The employer agrees to abide by USERRA.

SECTION 29. 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 as a grievance and submitted to the Union within thirty days of the occurrence. The Union Representative and the Plant Manager will then meet to attempt to resolve the dispute.
- C. If the Plant Manager and the Union Representative fail to resolve the dispute within thirty (30) days of the filing of the grievance, it will then be submitted to Human Resources in an attempt to resolve the dispute.
- D. If Human Resources and the Union Representative fail to resolve the dispute, it may then be submitted to the Federal Mediation and Conciliation Service within sixty (60) days of the filing of the grievance. At an informal hearing, the Mediator will attempt to resolve the issues, following a presentation of each party's case.
- E. If the grievance is not disposed of at the hearing with the Mediator, then the matter shall be submitted to arbitration within 30 days of the conclusion of the hearing with the Mediator. When a grievance is submitted to arbitration, the Employer and the Union will jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Services and alternately scratch names until one (1) arbitrator remains.
- F. The decision of the designated arbiter shall be final and binding upon both parties. Should either party refuse to accept such decision, and then the other party may take whatever action they deem necessary to force compliance with said decision.
- G. It is hereby agreed that the cost of the arbiter through the Federal Mediation and Conciliation service and the incidental costs added thereto shall be borne equally by the Union and the Company.
- H. It is hereby agreed that the limitation as to time as set forth in this clause shall not be applicable if a delay is occasioned by reasonable inability by either one of the parties to meet within the prescribed time limits.
- I. It is further agreed that any dispute involving wage rates, overtime or other matters involving the pay of employees must be filed in writing within thirty (30) days of the act or omission which is grieved and retroactive compensation shall be limited to three (3) months preceding the date of filing.
- J. Pending the decision of any question referred to this Grievance Procedure work shall be continued in accordance with the provisions of this Agreement.

SECTION 30. NO STRIKE/NO LOCKOUT

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

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

If any unauthorized strike, slow down, work stoppage or interference with production, including sympathy strike, picketing or boycott occurs, or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

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

SECTION 31. SAVINGS CLAUSE

Validity of Contract: Should any section, clause or stipulation of this Agreement be found to be in violation of any Federal or State laws or the laws of any political subdivision thereof, the validity of the rest of the Agreement shall not be in peril. The parties shall immediately proceed to draft a new clause to replace that which is declared invalid or illegal.

SECTION 32. HEALTH AND INSURANCE PLAN

A. Effective May 1, 2021, the Employer agrees to pay into the Amalgamated National Health Fund an amount of money equal to \$688.00 per month for all employees on the payroll of the Employer on the first day of each calendar month to provide Medical, Vision, Dental and Prescription Insurance provided that if a new employee has not been covered by the Plan at the time he/she is hired, such payments shall commence on the first day of the calendar month following the first thirty (30) days of employment.

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

B. Such payments shall be made to the Trust Fund at such times and under such conditions as are specified in such Trust Fund Agreement.

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 herein.

The Employer further agrees to be bound by all the terms and conditions of such Trust Agreement, including penalties for non-payment of the contribution specified above.

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

D. 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.

SECTION 33. PRESCRIPTION DRUG BENEFIT PLAN

The Employer shall contribute into the Amalgamated National Health Fund to provide prescription drug benefits for eligible employees and their dependents. The eligibility and computation requirements of such payment are to be on the same basis as in the current Health and Insurance Plan as provided in Section 32 A of this agreement.

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 34. VISION PLAN

The Employer shall contribute into the Amalgamated National Health Fund to provide vision benefits for employees and dependents. Eligibility for payment of such contribution shall be determined as provided in Section 32A above.

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 35. DENTAL PLAN

The Employer agrees to contribute into the Amalgamated National Health Fund for dental coverage for employees only. Eligibility for payment of such contribution shall be determined as provided in Section 32-A above.

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 36. 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 ICE or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Employer may require proof of the appointment and proof of the family relationship.

6 (a) The employer shall not request information or documents from workers or applicants for employment as to their immigration status except as required by law.

(b) The Employer shall not disclose confidential information concerning workers to any person or government agency except as required by law or in response to the lawful directive of such agency. Confidential information includes name, addresses and social security numbers.

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

SECTION 37. PENSION PLAN

Employer has a Master Agreement covering all of its facilities under contract with Local 75. The contribution rate is fixed by said agreement.

SECTION 38. 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 26 seniority will apply.

SECTION 39. PAID SICK LEAVE

Employees will be granted 40 hours of sick leave upon hire, which may be used starting their 91st day of employment. The first 24 hours of sick leave will be designated as protected under the Healthy Workplaces, Healthy Families Act of 2014 (AB1522). When an employee is absent for three consecutive days, a doctor's note will be required and the employee may be placed on family and medical leave in accordance with State and Federal law.

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

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

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

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

If an employee holds a full bank on the date of the absence, they will be paid eight (8) hours of sick leave on the first day. If the employee holds less than a full bank, the employee will be paid according to the actual hours in the job classification for the days absent up to a maximum of eight (8) hours.

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

SECTION 40. WORKING RULES AND REGULATIONS

Rules and regulations for the conduct of the business such as the Employer shall consider necessary and proper, which do not conflict with the terms of this Agreement, shall be observed by all employees. New rules and/or rule changes in existing rules shall not become effective until fifteen (15) working days after they have been posted, with a copy forwarded to the Union. Such rules and regulations shall be posted in a conspicuous place by the Employer, or they may be issued to employees in the form of a manual.

SECTION 41. 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 42. WAGES

A. Wage Schedule "A", attached hereto, is made a part hereof and shall be the minimum schedule of wages to be paid to all employees under those classifications covered by this Agreement. All wage increases shall be across-the-board.

Effective May 1, 2021	---	\$0.80 per hour for all employees
Effective December 1, 2021	---	\$0.40 per hour for all employees
Effective May 1, 2022	---	\$0.35 per hour for all employees
Effective May 1, 2023	---	will meet to negotiate increase

B. The job classifications and wage scales set forth in Schedule "A" cover the job classifications in effect at the time of the execution of this Agreement. In the event the Employer

should find it necessary or desirable to create new jobs and appropriate job rates, he may do so but he shall notify the Union not less than thirty (30) days after such job classifications have been created.

If, in the opinion of the Union, the job classifications and job rates are not correct or appropriate for the paid job, then it is agreed the parties will meet, discuss and determine the proper job classification and job rate; and, in the event they cannot agree, the matter shall be submitted to arbitration as provided for in Section 29.

C. Where there is one or more Washer, Marker or Distributor employed, then one such person shall be classified and designated as the head in that department; that is, there shall be a Head Washer and a Head Marker and Distributor, and these employees shall receive the wage designated in Schedule "A".

D. No employee of the Employer who, prior to the execution of this Agreement, was receiving a wage rate higher than the wage rates designated in this Agreement for the class of work in which he/she was engaged, shall suffer a reduction in wage rates because of the execution of this Agreement.

E. Should the Industrial Welfare Commission and/or the Federal Wage and Hour Law be increased during the term of this Agreement in amounts sufficient to affect any classification in this Agreement, then the Employer shall adjust all other classifications so as to maintain the now existing differentials between the various classifications.

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 43. PAID BEREAVEMENT LEAVE

All employees who have been employed by the Employer one (1) year or more shall be entitled to three (3) days off with pay provided: The deceased is a member of the immediate family (mother, father, brother, sister, present spouse, child, adopted child, mother-in-law, father-in-law, grandparents, grandchildren, registered domestic partners); 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 44. 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 45. 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 46. 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 47. POLITICAL CONTRIBUTION

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

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

deductions out of an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

SECTION 48. 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 49. 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 50. DURATION OF AGREEMENT

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

MISSION LINEN SUPPLY, PLANT #800, Santa Maria, CA

By:

Sean Hearn

Sean Hearn,

Director, Employee Relations

9/2/2021

Date:

Workers United, WSRJB, SEIU, LOCAL #75,

By:

Maria Rivera

Maria Rivera,
Regional Manager

9/10/2021

Date

SCHEDULE "A" - WAGE RATES

Classifications:

		(\$0.80)	(\$0.40)	(\$0.35)	TBD
GROUP I	5/01/20	5/01/21	12/01/21	5/1/22	5/01/23
Head Washer	14.74	15.54	15.94	16.29	
Washer/Extractor	14.53	15.33	15.73	16.08	
Puller/Loader/Heavy Tumbler	14.34	15.14	15.54	15.89	
 GROUP II					
Count-In	14.13	14.93	15.33	15.68	
Alterations (Industrial)	14.20	15.00	15.40	15.75	
Mender	14.13	14.93	15.33	15.68	
Press Operator	14.13	14.93	15.33	15.68	
Marker/Distributor/Tier	14.13	14.93	15.33	15.68	
 GROUP III					
Tumbler Operator	14.06	14.86	15.26	15.61	
Shaker/Folder	14.06	14.86	15.26	15.61	
FWI-Feeder/Folder/Stacker	14.06	14.86	15.26	15.61	
Hotel-Motel Sorter	14.06	14.86	15.26	15.61	
Utility Janitor	14.16	14.96	15.36	15.71	

WAGE SCALE FOR TRAINEES

A Trainee is a person being trained for laundry work who has not had previous experience in a laundry at the job which he/she is assigned.

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.

The Company will comply with the State Minimum Wage.

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