

**AGREEMENT**

between

**SHASTA LINEN SUPPLY**

and

**LOCAL 75**

**Western States Regional Joint Board**

**July 1, 2022 – June 30, 2024**

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This Agreement made and entered into this First day of July, 2022 by and between Shasta Linen Supply of Sacramento, California, hereinafter referred to as the "Employer", and Local 75, Western States Regional Joint Board, 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, full time and part time, of the Employer with respect to rates of pay, hours of work and condition of employment for all employees of the bargaining unit. Drivers, office employees, salespeople, engineers, superintendents, foremen and foreladies with the duty to hire and fire, owners and their family members (not to exceed 2) are excluded from the above recognition. In regards to the family members, they will be limited to work not more than 20 hours per week during the months of June – August. Also, they will not displace a full time regular employee.
- 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.
- C. Cleanup Employees (Utility Employees) are included in the bargaining unit; however, the employer may at any time subcontract any and all cleanup work and there shall be no grievance filed regarding any act or occurrence resulting from said subcontracting.

## **SECTION 2. UNION MEMBERSHIP**

- A. Membership in the Union shall be a condition of employment on and after the 31st day following the beginning date of employment or the effective date of this Agreement, whichever is later, and continued membership in good standing shall also be a condition of employment. Newly hired employees who are not members of the Union shall complete membership within thirty-one (31) days from the beginning date of employment.
- B. When new or additional employees are needed by the Employer, the Employer shall first notify the Union of the number of employees and classifications needed in order that they may be interviewed. 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.

At the end of each month, the Employer shall notify the Union in writing of all employees, including new hires, hired during that month. The report should be provided in Excel format giving the name, employee ID number, address, cell phone number, social security number, date of birth, email address, shift, rate of pay, language preference and starting date of each employee, new hire or rehired employee.

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

G. The parties to this Agreement will post, in places where 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 written authorization for such deductions of each employee.

The Company will continue to recognize Union membership, dues deductions, and voluntary political contribution authorizations submitted to the Union on written membership application forms or those submitted electronically if mutually agreed to by the parties.

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 workweek shall be any five (5) consecutive days, or (4) days within (7) consecutive days. Workweeks 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 **4:00** a.m. to 11:00 a.m. and employees working such first shift shall be paid at the regular straight-time rate of pay. Any shift starting between the hours of 11:00 a.m. to 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. to 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. to 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 the hours of 11:00 p.m. to **4:00** a.m. shall be designated the fifth shift and employees working such shift shall be paid a premium of twenty cents (\$.20) per hour for all work performed.

Wash house may continue to begin work at 1:00 am, soil count and off-service department employees may continue to begin work at 4:00 a.m. and will be considered as working the first shift. Any change in the starting time for these departments must be subject to approval of the employees by secret ballot with a representative of the Union present.

B. Work Week: Forty (40) hours consisting of five (5) consecutive eight (8) hour days, shall constitute the regular straight-time workweek 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 agrees to guarantee, as noted in Section A above, at least six (6) hours per day, Monday through Wednesday, and at least four (4) hours per day, Thursday and Friday, with a guaranteed workweek of thirty-two (32) hours.

The Employer may inaugurate a "4-10" hour per day workweek, by department, at straight-time provided he discuss the issue with the affected employees and determine their sentiment regarding such work schedules by means of a secret ballot pursuant to State law. The Employer shall notify the Union of the results of the election. For those employees working "4-10's", the 5<sup>th</sup> day is the employees' regular day off. (This day may be in the middle of the week: Monday, Tuesday, Wednesday off, Thursday and Friday.) The 6<sup>th</sup> day of the workweek is the first day following the employees' regular

scheduled workweek. The 7<sup>th</sup> day is the 2<sup>nd</sup> day following the employees' regular scheduled workweek.

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 (6) consecutive day of their workweek, which shall be at time and one-half. For those employees working a "4-10" hour per day workweek, work performed on the 5<sup>th</sup> 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, 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. Utility Employees: Only employees spending all of their work time for the Employer as Utility Employees shall be subject to the following:

1. The straight-time work day for Utility Employees shall consist of eight (8) consecutive hours, meal time excepted, worked at any time during the twenty-four (24) hour day to be designated by the Employer.

2. The straight-time work week for Utility Employees shall consist of any five (5) work days during the calendar week. However, the employer shall designate two (2) regular days off, and if the Utility Employee is required to work on those days off he/she shall be paid for such work on such days at one and one-half times the regular straight-time rate of pay for work on the sixth (6th) consecutive day of work.

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

H. The selection of employees to work overtime will be done using seniority within the department in which the overtime is to be worked. The company will not engage in



favoritism. Overtime will be voluntary, if not enough employees sign up for the overtime the selection will be done by inverse seniority.

I. Part-Time Employees. Not more than one (1) part-time employee shall be employed for every three (3) employees on a full time shift. Part-Time employees will not be employed during times when Full-Time employees are on layoff or scheduled to be laid off. Part-Time employees will not receive Medical or Pension benefits. Part-Time employees will receive 4 hours holiday pay (7 holidays) and vacation pay based on hours worked. The Union can request the list of part-time employees no more than 1 time per quarter.

#### **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 (1-1/2) 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 on 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 (6) 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 (5) 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 (7) consecutive day.

C. In the event the Employer wants the employees to work overtime, the employees will be given notice before the employee's lunch 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.

## **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 of the week following the week in which the work was performed.

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. PERSONALIZED WAGES: Employees who receive a personalized rate above the wage schedule set forth herein shall receive an increase added to their current personalized rate in the amount of one-half (1/2) the negotiated increases until the classification rate in which the Employee is working is the same or greater than his/her personalized rate.

H. 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 an employee who has less than ninety (90) days of experience in the industry.
- B. No journey person shall be laid off and a beginner allowed to take his or her place, nor shall a beginner perform the duties of a journey person who has been laid off for lack of work.
- C. The proportion of trainees shall not be more than one (1) trainee up to three journeypersons employed in each plant.

## **SECTION 8. HOLIDAYS**

A. The following holidays shall be recognized as paid holidays and paid for at eight (8) hours 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,	Labor Day
Presidents' Day (4th Monday of February)	Thanksgiving Day
Memorial Day (4th Monday of May)	Christmas Day
Fourth of July	
Floating Holiday (after 1 year of employment)	

and, for those employees who have completed 15 years or more of service, one additional paid Floating Holiday per year providing the employee gives reasonable advance notice to the Employer.

With regard to the Floating Holiday(s), employees shall have the privilege of observing the holiday any time from January 1<sup>st</sup> – December 31<sup>st</sup> by mutual agreement with the Employer. However, not more than one employee may be off on any one day.

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

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

2. The employee must have been on the payroll of the Employer for the thirty (30) day period immediately preceding the holiday. This sub-section shall not apply to employees transferring within the certified bargaining unit. The employee must also work the regular shift preceding the holiday and the regular shift following the holiday and all regular shift days during the workweek in which the holiday occurs. With proper notice, the Saturday prior to a holiday which the employees are required to work will be considered the regular shift preceding the holiday. These provisions shall not be required for the Birthday holiday.

C. No work shall be performed on New Year's Day, Thanksgiving Day and Christmas Day. Employees may work on Labor Day on a voluntary basis if requested to do so by the Employer, in which event they shall receive double their straight-time rate of pay for all hours worked in addition to holiday pay if eligible for same in accordance with Section 8-B above. Should an employee refuse to work on a paid holiday because of his or her religious beliefs, or a bonafide illness prevents the employee from working, including a Monday should the holiday fall on Sunday and is recognized on Monday, he or she, nevertheless, be paid his or her holiday pay and shall not be penalized for recognizing his or her religious holidays.

D. If work is scheduled on Presidents' Day, Memorial Day, or the Fourth of July, and the employee is ordered to report on these days and fails (except for an illness for which the Employer may require medical certification) or refuses to report for work on these days, then the Employer shall not be required to pay the employee for those holidays when no work is performed. However, if on the Friday before the holidays, the Monday after the holidays (not to include the Monday following a Monday holiday), or during the holiday weeks, a regular employee is off work because of bonafide sickness or other reasons approved by the Employer, then said employee shall be paid for the holidays.

E. When an employee has qualified for paid holidays as set forth above, and when work is performed on these holidays, the employee shall be paid time and one-half (1-1/2) the regular straight-time rate of pay for such hours as are worked plus eight (8) hours' pay for the holidays as provided for above, and the employee shall be paid at the rate of two and one-half (2-1/2) times the regular straight-time rate of pay for all work performed in excess of eight (8) hours on those holidays.

F. Where an employee has not qualified for pay on holidays as set forth immediately above, and where the employee is required to work on any of these holidays, he or she shall be paid at the rate of two (2) times the regular straight-time rate of pay for such time as the employee may work.

G. It is agreed that in cases of emergency or acts of God, the premium rates referred to in sub-sections "E" and "F" above shall be reduced by one-half (1/2) the straight-time rate of pay. As used in the sub-section, the word "emergency" shall be understood to mean an event or occurrence beyond the control of the Employer which affects an entire department or plant (not a single piece of equipment).

H. When any of the above-named holidays fall on Sunday, the following Monday shall be observed as the holiday.

I. Any employee who does not work regularly more than 20 hours per week shall be paid a prorated paid holiday of those holidays contained in Section 8 of this Agreement. The holiday pay shall be the average number of hours worked in the previous 30 days.

## **SECTION 9. VACATIONS**

A. All employees covered by this Agreement, who have been employed by the Employer for one (1) year or more shall be entitled to a vacation annually with pay provided:

1. Employees must have worked not less than fifteen hundred (1500) hours in the first year of employment (paid holidays and vacation time shall count as time worked for the purposes of qualifying under the foregoing sentence). A year of employment shall be the twelve (12) months dating from the day the employee first entered his or her employment or re-entered after a lapse of employment.

2. For those employees who have worked one (1) year or more but less than three (3) years, the vacation pay will be 40 hours (1 week's pay).

For those employees who have worked three (3) or more years, the vacation pay will be 80 hours (2 week's pay).

For those employees who have worked eight (8) years or more, the vacation pay will be 120 hours (3 week's pay).

For those employees who have worked twelve (12) or more years, the vacation pay will be 160 hours (4 week's pay).

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

B. Pay in lieu of vacations shall not be granted without mutual consent of the Union and the Employer. 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 15th or they shall lose their seniority preference for such vacation periods. Any change in the vacation schedule as posted must be made with the Employer's consent. A copy of the vacation schedule will be sent to the Union no later than January 15<sup>th</sup> of each year.

C. Employees who have been terminated for any reason, will be paid all accrued vacation benefits.

D. For purposes of this Agreement, "good cause" as used in this Section shall mean failure or refusal or carry out proper instructions, drunkenness, theft, malicious mischief or similar acts.

E. If an employee requests it not less than twenty-four (24) hours prior to leaving on vacation, the employee shall be granted vacation pay allowance before leaving on vacation.

F. If the Employer instructs or agrees for 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, then the employee will not be entitled to pay for that holiday as such.

## **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 should a long discussion be necessary, the representative will conduct business outside the production area and in such a manner as not to conflict with the normal operation of the Employer's business; however, he or she must notify the office of his or her intent to enter the plant and shall have access, upon reasonable notice, to timecards and paychecks for work performed by any employee of the bargaining unit. Such visits shall not interfere with production. When necessary and appropriate, an additional union representative may accompany the designated individual.

B. It is agreed that the Union may select not to exceed three (3) employees in any 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 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 this Section.

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. New Hire Orientation. The Employer will arrange for all newly hired bargaining unit members to attend a Union orientation on company time and on premises, for no more than thirty (30) minutes, and no more than one time per month as needed.

Such orientations will be scheduled in consultation with the Union Representative and Shop Steward

Union Stewards shall be released from duties with no loss of pay for no more than one (1) hour each month in order to speak with or meet with a Union Representative for purposes of training and contract administration.

## **SECTION 11. SENIORITY AND JOB POSTING**

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, except where otherwise provided, seniority at the Employer's plant shall be on a plant wide basis. In the event of reduction of forces due to the slackness of work, the last employee hired shall be the first

employee laid off; and in rehiring, the last employee laid off shall be the first employee hired until the list of former employees is exhausted. In the event of layoffs because of lack of work or in rehiring of employees laid off, length of service and ability to perform the work shall be considered. If ability and physical fitness to perform the work are relatively equal, then seniority shall govern. In the event of a dispute over this issue, it may be submitted to step two of the grievance procedure and a meeting will be held within three (3) days.

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).

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

Seniority shall be applied according to classification. In the event an employee's job is eliminated and he or she is therefore laid off in a particular classification, the laid off employee may bump the least senior employee in that classification. If there is not an employee with less seniority in the laid off employee's present classification, the laid off employee may bump the least senior employee in a classification in which the employee has experience and the ability to perform the duties due to prior experience in the industry. The limit for the total number of employees bumped in the process will be the first person bumped by the laid off employee, and one (1) more person, provided all three of the employees involved in the process comply with the requirements as stated. 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 or 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 or she shall return to his or 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 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 payment the Employer may be required to pay during the leave.

C. The Employer shall grant Employees excused absences where given one week's prior notice to attend any appointments scheduled by Homeland Security 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.

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

E. Family-School Partnership Act : The Employer will allow parents, grandparents and guardians to take off from work to participate in their children's school or child care activities. The employee may take 40 hours per year using up to 8 hours in any calendar month. When possible the employee will give 2 weeks prior notification

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

No employee with more than thirty (30) days' employment will lose seniority because of absence due to sickness if the absence is not in excess of 180 calendar days and if said employee returns to work within (7) calendar days after receiving a doctor's release to work. The Employer must return the employee to work within (7) calendar days after he has been notified by the employee that said employee has been released to work by a doctor.

### **SECTION 14. SICK LEAVE PAY**

Employees with more than one (1) year of continuous employment with the Employer shall earn sick leave pay at the rate of one-half (1/2) day's pay per month. Employees shall be eligible for sick leave pay upon notifying the Employer that an absence was due to illness, with pay starting on the second day of the absence except for employees who are hospitalized or who are holding the maximum permitted accumulation of sick days (20 days) who shall be eligible for payment starting on the first day of the absence. . All payments will be integrated with UCD. Payments will be made and will continue until all accumulated sick leave is exhausted. The Company will comply with the Sick Leave Law AB1522.

### **SECTION 15. 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, domestic partner, child, adopted child, mother-in-law, father-in-law, brother-in-law, sister-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 shall provide proof that a member of the family and relationship has died before making payment for bereavement leave. In the event of the death of an aunt or uncle, the employee can request to be off work and choose to take 1) unpaid leave 2) unused vacation accrual 3) unused Floating Holiday(s).

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 16. DISCRIMINATION**

The parties to this Agreement agree there shall be no discrimination against any employee or any applicant for employment because of race, color, religion, sex, age, or national origin, or any other class protected by state or federal law or regulation. This

obligation not to discriminate includes, but is not limited to: hiring, placement, upgrading, transfer or demotion; recruitment, advertising or solicitation for employment; training during employment; rates of pay or other forms of compensation; selection for training, and layoff or termination.

#### **SECTION 17. CHARITY**

The Union shall and hereby agrees to conduct and handle any and all campaigns and drives for charitable purposes among its membership in such instances as it deems advisable, but in no event shall the Employer carry on any charitable campaign among the employees without the approval of the Union.

#### **SECTION 18. UNIFORMS**

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

#### **SECTION 19. 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. Any changes will be posted for a period of not less than 15 calendar days prior to the change, except for safety sensitive issues.

#### **SECTION 20. BULLETIN BOARDS**

It is agreed that suitable bulletin boards will be installed by the Employer near the time clock or another appropriate place. These bulletin boards are also for the use of the Union in posting notices and other official Union matter.

#### **SECTION 21. 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 time cards or other adequate timekeeping records shall be provided by the Employer. Where time clocks are installed and time cards are to be punched, they must be punched 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.

## **SECTION 22. HEALTH AND INSURANCE PLAN**

A. Effective April 1, 2016 the employees will continue to receive the following benefits: medical, dental, prescription, vision and life insurance. The benefits will be the same or better than the benefits they are currently receiving. In the event the Company changes the benefit carrier they will notify and discuss the change with the Union.

Effective July 1, 2019 employees will have \$5.00 deducted from their pay on a weekly basis towards the total cost of the insurance premium.

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.

## **SECTION 23. USERRA**

The employer agrees to abide by USERRA

## **SECTION 24. PENSION PLAN**

A. It is agreed that the Employer shall pay \$70.27 per month per eligible employee into the National Retirement Fund (NRF) for the purpose of providing retirement benefits to 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 22.

B. The Employer shall be subject to the provisions of the presently existing Pension 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.

C. The Employer will comply with the Agreement related to the "Pension Recovery Act"

Effective	10-1-21	\$130.93
Effective	6-1-22	\$136.91
Effective	6-1-23	\$143.15
Effective	6-1-24	\$149.68

## **SECTION 25. GRIEVANCE PROCEDURE**

A. In the event of a dispute concerning the meaning and/or interpretation of this Agreement which cannot be adjusted between the Business Representative of the Union and the Employer, it will be reduced to writing as a grievance and a meeting between the Employer and the Laundry Division Director will be scheduled within thirty (30) days

from the date of occurrence or knowledge of the grievance, or they will not be considered. However, the time line may be extended by mutual agreement between the parties.

B. If, the meeting between the Employer and the Laundry Division Director fails to resolve the dispute, it shall be referred to an arbitrator. He shall hold a hearing and he shall give a decision in writing. Such decision will be binding upon all parties when notified. Any expenses incurred through choosing an arbitrator will be divided equally between the parties.

C. The decision of the arbitrator shall be final and binding on both parties, except that the arbitrator shall have no power to add to, alter or amend any provision of this Agreement. Each party shall bear all costs of presenting its case to the arbitrator. The arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.

D. Failure to comply with any time limitations set forth in this Section shall be deemed a waiver of the grievance.

E. Pending the decision of any question referred to the Board, work shall be continued in accordance with the provisions of this Agreement.

## **SECTION 26. 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 consists of drunkenness, theft, embezzlement, illegal drug or alcohol possession or use on Company equipment or premises, or customer premises, and deliberate violation of posted Company rules.) A copy of all disciplinary notices shall be forwarded to the Union at the time of issuance, within 7 days of the occurrence.

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.

Where possible, discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases (i) where the employee requests a witness or Union representative or (ii) where reasonable to protect the immediate personal safety or property of employees or the Employer or (iii) where another employee is present for translation purposes with the permission of the individual receiving the discipline. Discipline shall be administered in a professional manner.

## **SECTION 27. 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 28. SAVINGS CLAUSE**

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

#### **SECTION 29. STRIKES**

During the period covered by this Agreement, the Employer shall not lock out employees, members of the Union, and the Union shall not cause or sanction strikes or picketing of any plant then operating under and following this Agreement. Should picketing be occasioned by persons or organizations other than the Union, party to this Agreement, employees, members of the Union, shall not refuse to cross such picket lines unless said picketing has been officially and specifically endorsed and approved by the Executive Board of the Union.

#### **SECTION 30. BREAK PERIOD**

Each employee shall be granted a paid rest period of ten (10) minutes for each four (4) hours of employment. The rest period, insofar as practicable, shall be in the middle of each work period. Should an employee complete his/her day's work between the fourth and sixth hour, he/she shall not be entitled to the second paid rest period on that day. Once an employee has completed work in excess of six (6) hours, he/she shall have earned and be given the second ten (10) minute paid rest period for that day. Employees shall not be required to work in excess of three (3) continuous hours without a ten (10) minute rest period.

#### **SECTION 31. 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 judgement, 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 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 32. 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 co-operative 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 33. WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **SECTION 34. 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.

### **Declared Public Emergency**

In the event local, State or Federal government agencies declare a state of emergency that affects the conduct of business, both parties will meet and confer with regard to the effect on business and the employees. It is understood that the Company and employees must comply with any orders set forth as mandatory by any government agency in response to a declared emergency.

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 restrooms will be open during working hours, lunch and rest periods, unless temporary closing is necessary for repair, cleaning, or remodeling. Hand washing facilities will be made accessible to employees.

**E. Protection from Bloodborne Pathogens**

**a) Protective Equipment**

For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Employer shall provide, appropriate personal protective equipment. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the 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.

**F. Joint Safety and Health Committee**

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

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

**G. Safety and Health Related Training**

The Employer shall provide job safety and health 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 he employee can not wear or utilize such equipment.

**SECTION 35. LITIGATION**

A. In the event any action at law or equity is required to enforce this Agreement or any provision thereof, the non-prevailing party to this Agreement hereby agrees to pay reasonable attorney's fees and cost of suit.

B. The parties further 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 said County of Sacramento.

**SECTION 36. 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 37. ETHNIC AND CULTURAL DIVERSITY**

In the event that an employee expresses that he or she is experiencing difficulty understanding English in a situation involving a dispute on the shop floor, a possible grievance, possible confusion about work duties and responsibilities, or necessary clarification of questions arising out of this Agreement, he or she may request the assistance of a translator of his or her choice, as long as such translator is on the premises.

### **SECTION 38. GUIDING PRINCIPLES**

The Company reaffirms its commitment to the following Guiding Principles by including them as part of the 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 39. 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 40. TERM OF AGREEMENT**

This Agreement between the parties shall be effective on July 1, 2022, and shall remain in full force and effect until June 30, 2025, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of their desire to have the same modified or terminated, and such notice must be given at least sixty (60) days prior to June 30, 2025. If such notice is not given, then this Agreement is to stand as renewed for the following year.

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

Shasta Linen Supply

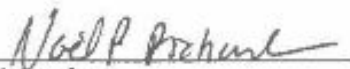
Local 75, Western States Regional  
Joint Board

By:   
Gordon Mac Aulay  
Vice President

By:   
Maria Rivera  
Regional Manager

Date: 9/1/2022

Date: 9/16/22

By:   
Noel Richardson  
President

Date: 9/1/2022

SCHEDULE "A"

Wage Rates

Classification:	7/01/21	7/01/22	1/1/2023	7/1/23	7/1/24
<b>GROUP 1</b>	<b>Current</b>	<b>(\$1.00)</b>	<b>(0.50)</b>	<b>(\$0.60)</b>	<b>(\$0.60)</b>
Shaker; Feeder; Folder on Flat Work; Folder on Terry	\$15.32	\$16.32	\$16.82	\$17.42	\$18.02
<b>GROUP 2</b>					
Press Operator; Counter in Linen Supply; Mender; Distributor	\$15.37	\$16.37	\$16.87	\$17.47	\$18.07
<b>GROUP 3</b>					
Washer Person	\$16.07	\$17.07	\$17.57	\$18.17	\$18.77
Helper in Wash House	\$15.77	\$16.77	\$17.27	\$17.87	\$18.47
Tumbler Operator	\$15.80	\$16.80	\$17.30	\$17.90	\$18.50
Utility Employee (one who cleans Up, Sweeps out & wipes machinery)	\$15.50	\$16.50	\$17.00	\$17.60	\$18.20
Marker and Distributor (Stockroom)	\$15.41	\$16.41	\$16.91	\$17.51	\$18.11
Industrial Press Operator	\$15.52	\$16.52	\$17.02	\$17.62	\$18.22

**Trainees:**

1 <sup>st</sup> 30 calendar days of employment....	75% of Classification Rate
2 <sup>nd</sup> 30 calendar days of employment....	80% of Classification Rate
3 <sup>rd</sup> 30 calendar days of employment....	90% of Classification Rate
After 90 calendar days of employment....	Full Classification Rate

Rates of pay during training shall comply with local, state and federal minimum wage statues.