



# COLLECTIVE BARGAINING AGREEMENT

*between*

ARAMARK UNIFORM & CAREER APPAREL, L.L.C.  
EUGENE, OREGON  
AUCA CBA NO. 3704



SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 49

*in effect from*

APRIL 3, 2021

— *through* —

APRIL 5, 2024

3536 SE 26TH AVE PORTLAND, OR 97202



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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN

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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
ARAMARK UNIFORM & CAREER APPAREL LLC  
AND

Service Employee International Union SEIU 49

AGREEMENT made and entered into by and between ARAMARK Uniform & Career Apparel, LLC, a Delaware corporation, a wholly owned subsidiary of ARAMARK Corporation, a Delaware corporation, hereinafter referred to as the "COMPANY", and SEIU LOCAL 49, hereinafter referred to as the "UNION".

**PREAMBLE**

Aramark Uniform & Career Apparel, LLC and SEIU Local 49 agree that each employee and representative of Aramark should be treated with respect and dignity. Verbal abuse, threats or harassment will not be tolerated. Discipline shall be administered in a professional manner.

**ARTICLE 1 - RECOGNITION**

**1.01** Bargaining Unit: This Agreement is made and entered into the first day of April 1, 2017 by and between Aramark Uniform & Career Apparel, LLC a wholly owned subsidiary of Aramark Corporation, a Delaware Corporation, and it's facility located at 1210 40<sup>th</sup> Street, Springfield, Oregon hereinafter referred to as the COMPANY and SEIU Local 49, hereinafter referred to as the UNION. The Company recognizes the Union as the sole and exclusive representative of the employees working under the terms and conditions of this Agreement

**1.02** The term employee as used in this Agreement, shall include all employees covered by the classifications defined and outlined in Exhibit "A" of this Agreement excluding, therefrom, however, all executives, managers, supervisors, professional employees, administrative employees, maintenance employees, office clerical employees, service and sales representatives, route driver sales representative, and haul route representatives, as defined in the National Labor Relations Act.

**1.03** The representative of the Union shall be allowed to visit the plant during working hours provided, however, that he or she notifies the Company before entering the plant floor and, further provided, that he or she does not interrupt the work schedule of any employee(s).

**1.04** The Company shall recognize elected or appointed shop stewards, as the representatives of the employees. The shop steward, if available, or another designated

employee, if the steward is not available, shall be present during all investigations, or issuance of discipline. The Company will offer Union representation. If an employee refuses representation, the refusal will be noted on the discipline being issued and signed by the employee.

## ARTICLE 2 – UNION SECURITY

**2.01** Union Security: It shall be a condition of employment that all employees in the bargaining unit who are members of the Union on the effective date of this paragraph shall remain members in good standing and those who are not members on the effective date of this paragraph become and remain members in good standing in the Union. It shall also be a condition of employment that all employees in the bargaining unit who are hired on or after the effective date of this paragraph shall on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

**2.02** A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union and the Company, when notified, shall assist in the collection of such dues and initiation fees.

**2.03** Upon written notice from the Union of the failure on the part of an employee to tender initiation fees and dues as above required, the Company shall, within seven (7) days of such notice, discharge said employee.

**2.04** Union membership, for the purpose of this Agreement, is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities.

**2.05** The Company shall deduct from the wages of each employee who has voluntarily given a signed authorization, the dues, assessments and initiation fees required of Union members and additional voluntary fees for the Union's Political Action Committee (PAC currently named COPE) according to SEIU Local 49. The Union shall indemnify and hold the Company 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 or omitted by the Company in reliance upon authorization cards for the deduction of Union dues, fees, assessments, initiation fees or PAC contributions. The monies so deducted shall be remitted to SEIU Local 49, 3536 SE 26<sup>th</sup>, Portland, OR 97206 including a record of the employees name and employee file number and any reason for nonpayment of dues, not later than the fifteenth (15<sup>th</sup>) of each calendar

month. This provision shall become null and void at any time that it does not fully comply with applicable provisions of Federal and/or State Law.

**2.06** Non bargaining employees will not perform bargaining unit work except for emergencies and under circumstances where training is being conducted.

**2.07** A bulletin board for the posting of notices of communications shall be provided in each location available to all employees.

### **ARTICLE 3 - HIRING**

**3.01** The Company shall furnish monthly to the Union the following, a list of all employees in the bargaining unit, including each employee's name, employee file number, department, location, job title, home address, phone number, status (full time, part time, etc) and date of hire, date of birth. In the event the Company intentionally fails to comply with this paragraph 3.01 (inadvertent clerical error excepted) and the Union is unaware of the hiring of said employee, said Company shall be liable to the Union for damages, if any, that result therefrom. Said damages shall not exceed a sum of money equal to the initiation fees and dues of the Union which would accrue between the thirty-first (31st) day of employment of any employee affected until such time as proper written notice is given.

**3.02** The Company shall distribute to new hires a copy of this Agreement and the "New Membership Information" packet provided by the Union. The employer will facilitate an initial meeting with the new bargaining unit member and a Union Representative or Shop Steward regarding the collective agreement and other representational issues. Both parties agree that such meetings are on non-working time for all participants.

**3.03** Neither this Article nor any Article of this Agreement shall be interpreted to require an employee to join the Union prior to thirty (30) days after being hired.

### **ARTICLE 4 - DISPUTES AND GRIEVANCES**

**4.01** Grievances are issues involving the interpretation or application of an Article of the Agreement and shall be handled pursuant to the procedures of this Article.

**4.02** Step 1

Any employee having a grievance shall take up the matter first with his/her immediate supervisor within fifteen (15) days (exclusive of Saturdays, Sundays and Holidays)

following the day the employee knew or should have known of the alleged violation. The employee may have the Union Steward with him/her. If the employee's grievance is not resolved within fifteen (15) calendar days following the date it is discussed with the supervisor, then Step 2 shall apply.

**4.03 Step 2**

Within an additional fifteen (15) working days, the grievance will be reduced to writing dated and signed by the employee(s) or the Steward, setting forth the specific facts allegedly giving rise to the grievance, the provision(s) of the Agreement allegedly violated, and remedy sought. A meeting to resolve the issue will occur within fifteen (15) working days of receipt of the written grievance. A written answer must be provided to the employee and the Steward, by the Company, within fifteen (15) working days following the meeting. Should this answer not be acceptable, the grievance may be advanced to Step 3. Union grievances will be initiated at this Step, in writing, within fifteen (15) working days of date of knowledge of occurrence as specified in Step 1.

**4.04 Step 3**

Within fifteen (15) working days of receipt of the Company's Step 2 written response, the Union may advance the grievance to Step 3. Within ten (10) working days of receipt of Step 3 notification, the Union and the Company will meet again to attempt to resolve the issue. In addition to the grievant(s) and the Union representatives present in the Step 2 grievance meeting, new representatives from the Union and the Company will attend the Step 3 grievance meeting. Within ten (10) working days of the Step 3 meeting, the Company will provide an answer in writing to the Union of their Step 3 grievance response. If the response is not acceptable to the Union, the grievance will be advanced to Step 4.

**4.05 Step 4**

Within fifteen (15) calendar days of receipt of the Company's Step 3 written grievance response, the Union may notify the Company of its intent to arbitrate the grievance. The office of the Federal Mediation and Conciliation Service shall be requested by the Union to submit a list of seven (7) proposed arbitrators from the local region. The Union and the Company shall each alternately strike one name at a time from this list until only one name remains on the list, the right of first strike to be determined by the flip of a coin. The name of the arbitrator remaining on the list shall be accepted by both parties.

**4.06** No more than one hearing will be scheduled for the same date unless the parties explicitly agree to the contrary. The fee of the arbitrator shall be borne equally by both parties. Each party will pay its own incidental costs, attorney fees, witness costs, etc., plus one-half of the cost of a hearing transcript if either party orders it.

**4.07** The time limits set forth above may be changed by mutual written agreement.

**4.08** The arbitrator shall not have the power to delete from, or amend, any provision of this Agreement. The decision of the arbitrator shall be final and binding by both sides.

**4.09** It is mutually understood and agreed that the arbitration procedures set forth above shall apply to timely and properly processed grievances arising under the Agreement during its term, or under any extension thereof, but shall not apply to disputes or disagreements between the parties which arise out of the re-negotiation of the Agreement, or any portion of it, under the timely contract opening and re-negotiation procedures set forth in Article 31, "Date and Period of Agreement" or to dispute or grievances which arise during periods when this Agreement has expired.

## **ARTICLE 5 - DISCIPLINE**

**5.01** The Company shall not discipline or discharge any employee, other than a probationary employee, without cause. Discipline or discharge arising from alcohol and drug screening or testing may be imposed only in accordance with posted Company rules or policies. In the event an employee is suspended pending investigation and such investigation continues more than fourteen (14) calendar days, said employee will be compensated at their hourly rate eight (8) hours for each day of normally scheduled work until said investigation has been completed wherein the Company has reached a decision as to apply, or not apply discipline.

**5.02** An employee shall be entitled to a warning notice before discipline or dismissal, unless such discipline or dismissal is for, reporting to work under the influence of alcohol, dishonesty, sexual harassment, fighting on the job, leaving the job without proper notification to the Company, defacing any property on the Company's premises; profanity toward supervisors or other employees, using, selling, transporting or possessing alcohol, drugs or controlled substances; refusal to submit to a drug or alcohol screening upon reasonable suspicion of usage; insubordination, or any illegal activity on the job.

Should an employee be disciplined or dismissed, a copy thereof shall be forwarded to the Union within five (5) working days and shall be in effect for one (1) year from the date of issuance.

**5.03** The Company shall notify the Union and the Steward in writing with a copy of the warning notice or notification of the discharge of any employee. The Union, if it believes the warning or discharge notice is unjustified, may appeal the matter to Article IV "Disputes and Grievances".

**5.04** Employees becoming severed from employment, for any reason whatsoever, shall receive wages and personal belongings in accordance with Oregon State Law. Employees shall return to the Company any uniforms or other property of the Company at termination. An employee who fails to return any uniforms furnished by the Company may be charged for their cost and said cost to be taken out of employee's final check.

**5.05** If an employee has exhausted their sick leave due to FMLA absences an isolated single (1) day of unprotected absence up to three (3) consecutive days of unprotected absence shall count as one (1) attendance point.

## ARTICLE 6 - SENIORITY

**6.01** An employee's seniority shall be computed from the time of his employment. However, he shall be on probation for ninety (90) calendar days following the date of his employment, during which time he shall have no rights accorded by Articles III (solely disciplinary and/or discharge matters), IV, and V of this Agreement. By written notice to the employee, with a copy to the Union, before the expiration of the probationary period, the Company may extend the probationary period an additional thirty (30) days.

**6.02** Seniority shall be broken upon termination, termination for just cause, or after layoff of twelve (12) months for employees with five (5) years or more of employment with the Company, or nine (9) months for employees with less than five (5) years of employment with the Company, absence from work for illness or accident (other than industrial accident), for one hundred eighty (180) calendar days.

In the event an employee is unable to work due to illness, accident, emergencies or leaves of absence, he shall be reinstated at such time as he is able to resume work provided such employee has properly notified the Company at the time his accident, illness, emergency or leave of absence has occurred and falls within the time lines of the above paragraph. An employee shall not qualify for a leave of absence until six (6) months after his seniority date.

An employee who is off a job because of injury or illness covered by Workers' Compensation and who is able to return to the classification he held at the time he sustained his injury or illness shall be reinstated to his former job.

**6.03** In the event of reduction and restoration of work force, plant seniority shall prevail so long as a senior employee is competent to perform the work. Departmental seniority shall prevail in preference of scheduling of the greater number of hours of work available, daily transfers and daily workload balancing. For purposes of the Article, the term department is defined as follows: soil, wash/tumble/waste water, flat finishing, press/tunnel, stockroom, mending, distribution, bulk fold, load and unload, janitors.



**6.04** All job openings that occur in any department, shall be posted for three (3) working days, for employees to bid on. The job posting will include the rate of pay for the job and the qualifications. Qualifications shall be determined by competence, general ability and length of service. The most senior employee, who possesses the necessary qualifications, shall be awarded the job and given a 10 day period to meet production requirements. After this period the employee shall be considered permanent and will not be transferred off the job except for reasons of a temporary nature. The employee awarded the job will be notified and those not awarded the job will be advised of the reasons they did not receive the job. The Union Steward(s), in the appropriate department, shall be advised of the result in either case. An Employee who is a successful bidder on a job opening will remain in that job for a period of twelve (12) months and is ineligible to bid on other positions for the twelve (12) month period. However, if any employee is requesting a shift transfer on the same job, the twelve (12) month time period does not apply.

**6.05** At the request of the Union and upon at least ten (10) days written notice, employees shall be granted up to fifteen (15) working days leave of absence for purpose of Union activities, including trust activities, and/or for participation in community activities. Each year this leave shall be in addition to the leaves provided in *Section 2*; however, this leave shall not be granted within thirty (30) days of any *Section 2* leave. This leave shall be limited to a maximum of one (1) employee per plant at any time. The Company will release as many as two (2) employees at one time to engage in trust activities on behalf of the Union.

## **ARTICLE 7 - PICKET LINES**

**7.01** It shall not be a violation of this Agreement, and it shall not be a cause for discharge, disciplinary action, nor permanent replacement, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of unions party to this Agreement, and including primary picket lines at the Company's places of business. It shall not be a violation of this Agreement if any employee refuses to perform services for a Company or person whose employees are on strike and which service, but for such strike, would be performed by the employees of the Company or person on strike.

## **ARTICLE 8 - WAGES**

**8.01** The wage scales attached hereto as Appendix "A" and Appendix "B" shall constitute the minimum wages payable during the Life of this Agreement. Nothing shall prohibit the Company from paying higher rates than set forth.

8.02 No employees shall suffer a decrease in wages or working conditions by reason of the adoption of this Agreement.

8.03 When an employee is temporarily assigned to a job for the convenience of the Company, he shall receive the rate of pay of his regular job or that of the new assignment, whichever is greater, for the hours performed on such new assignment.

8.04 In the case of a breakdown, employees affected shall be required to stand by or be sent home for the day. Any employee required to stand by shall be paid at straight time for the duration of such period of such breakdown. A one (1) hour lunch period may be used to reduce standby time, provided such lunch hour shall begin by 10:30 a.m. and terminate by 1:00 p.m. Work performed following the termination of such breakdown shall be computed at straight time for that day and shall in no case, extend beyond 6:00 p.m. of the day such breakdown occurred.

8.05 Upon request of the Union, the Company shall submit any records necessary for checking of employees' hours, pay, or conditions of employment provided for in this Agreement. Such inspection shall be made by duly authorized business representatives of the Union during working hours, the time of such inspection to be agreed upon by the Union and the Company, after notice by the Union to the Company that such inspection is requested.

8.06 All employees shall be paid weekly on Friday for work performed through the previous Friday.

8.07 Incentive plans may be established by mutual consent.

8.08 Regular part-time workers shall be paid for holidays, jury duty, and vacation in ratio to the number of hours such work averages per week as such hours relate to forty (40) hours for a full-time worker.

**ARTICLE 9 - HOURS**

9.01 *The Work Week:* The work week consists of five (5) eight (8) hour days, Monday through Friday or Tuesday through Saturday.

9.02 The Company shall establish employee start times and pay shift premium in addition to the regular rates of pay shown in Appendix A and B for all hours worked when the start time falls within the shift start time range shown below:

<u>Shift</u>	<u>Starting Time Range</u>	<u>Shift Premium</u>
First	5 a.m. to 10 a.m.	\$0.00
Other	Other	\$0.10

**9.03** Any employee assigned to start work during the Starting Time Range shall receive the Shift Premium for all hours worked until the employee quits for the day.

**9.04** All day shift work performed over eight (8) hours in one (1) day, or over forty (40) hours in one (1) week, shall be paid for at the rate of one and one-half (1-1/2) times the regular hourly scale. All work performed on Sundays shall be paid for at the rate of double the regular hourly scale, except janitors and watchmen. If a sixth day is worked, it shall be paid at the rate of time and one-half, unless the employee has been absent for some portion of the five (5) prior days, other than due to lack of work, in which event overtime shall be governed by the first sentence of this Section. On Tuesday through Saturday work week, Sunday will be paid double time, and Monday will be paid at time and one-half as the sixth day.

**9.05** *Split Shifts:* There shall be no split shifts and all employees reporting for work shall be guaranteed not less than four (4) hours employment at the applicable rate.

**9.06** The longest continuous hours of work shall be given the regular employees of each department. No new employees or part-time employees shall be employed in any classification with any plant in any day where the regular employees in the same classification are working less than (eight) hours in that day.

**9.07** All hours of work shall be consecutive with these exceptions: No employee shall be required to work over five (5) hours without a lunch or rest period of at least thirty (30) minutes but no more than one (1) hour. Each shift shall be granted two (2) rest periods of a full, continuous and uninterrupted ten (10) minutes duration which shall occur after the second and sixth hours of each shift. All rest periods are to be taken on the Company's time. An employee who voluntarily leaves work prior to the rest break shall not be compensated for such rest break. Nor shall the second rest break in any shift be compensated unless more than six (6) hours have been worked during the shift (the computation of which shall not include the lunch period). An employee who works overtime two (2) hours past an eight (8) hour shift shall receive an extra unpaid lunch break.

**9.08** The Company will give notice of daily overtime by lunchtime of the same day, if no notice is given then the overtime is voluntary. Notice for Saturday and Sunday overtime will be given by first break on Friday, if no notice is given then the overtime will be voluntary. An employee shall be excused from overtime work due to illness, prior arrangement for child care, transportation, confirmed appointments or other conditions which are beyond the employee's control. An employee wishing to be excused from working overtime must so advise the Company at the time the overtime work is requested. No employee shall be disciplined for refusing to work overtime where the employee has a bona fide excuse for not performing such overtime.

**ARTICLE 10 - VACATIONS**

**10.01** All employees having seniority shall have the benefits of this Article. All employees who have been in the employ of the Company for a period of one (1) year shall receive one (1) week's vacation with pay; all employees in the employ of the Company for a period of two (2) continuous years shall receive two (2) week's vacation with pay; all employees in the employ of the Company for a period of eight (8) continuous years shall receive three (3) week's vacation with pay; all employees who have been in the employee of the Company for a period of fifteen (15) continuous years shall receive four (4) week's vacation with pay.

The plant shall post a vacation list setting forth alphabetically all employees' names by departments showing date of hire and vacation period agreed upon. Employees shall be allowed to schedule all of their vacation weeks consecutively except during the black-out period 6/15 – 9/15 of each year during which period they may only schedule two (2) weeks consecutively.

Department seniority shall prevail if exercised within thirty (30) days of the date of posting. Eligibility for vacation shall not accrue until on or after the anniversary date of hire each year.

**10.02** Vacation pay shall be paid at the rate of forty (40) hours for each week of vacation. If an employee requests vacation pay, not less than two weeks before leaving on vacation, the employee shall be granted vacation pay before leaving on vacation.

**10.03** *Vacation Prorate:* To qualify for any vacation time, an employee must work at least one thousand (1000) hours in an employment year. If an employee works less than seventeen hundred fifty (1750) hours in his/her employment year the vacation pro-rate will be determined by dividing actual hours worked by two thousand (2000) hours and multiplying this by forty (40) hours. For the purpose of this Section, paid holidays and vacation time shall be considered as time worked.

**10.04** Continuous service shall include eligible time worked for a prior Company who has merged or sold his business to the present Company in respect to such employee's transferring to the purchasing Company.

**ARTICLE 11 - HOLIDAYS**

**11.01** A holiday week shall be seven (7) day calendar week in which any of the following six (6) holidays are celebrated:

- |                |                  |
|----------------|------------------|
| New Year's Day | Labor Day        |
| Memorial Day   | Thanksgiving Day |

**Fourth of July**

**Christmas Day**

**11.02** When a holiday falls on a Saturday, Friday will be recognized as the holiday. When a holiday falls on a Sunday, Monday shall be recognized as a holiday.

**11.03** Each employee shall receive, in addition to his regular earnings, a sum equal to eight (8) hours pay at his regular rate in those weeks in which one of the foregoing holidays occurs or is celebrated.

**11.04** Work may be performed on one of the foregoing holidays or on Sunday only in cases of emergency and with the mutual agreement of the parties. The Company shall give the employee at least twenty-four (24) hours notice if holiday work is to be performed. If an employee works on a holiday, he shall be compensated at the rate of double time for actual time worked in addition to the holiday pay provided in 11.03 above.

**11.05** All worked performed after thirty-four (34) hours in a holiday week shall be paid for at the rate of time and one-half. The Company shall not be required to pay daily overtime under Article VIII, Sections 1 and 4 during a holiday week up to four (4) hours, if the employee is not required to work on Saturday during the holiday week. Each employee who has completed sixty (60) calendar days of employment shall qualify for holiday benefits under this Article; provided, that an employee must work his regularly scheduled workday before and after the holiday to qualify for those benefits, unless he can establish his failure to do so was beyond his control. The employee has the burden of proving lack of control.

**11.06** Each employee who has been in the employ of the Company for at least one (1) year is entitled to one (1) personal holiday during each anniversary year of employment and shall be compensated therefor in accordance with 11.03 and 11.04 hereinabove.

**11.07** Effective with employment anniversaries occurring after each employee who has been in employ of the Company for at least three (3) years is entitled to one (1) personal holiday in addition to one granted in the paragraph above during each anniversary year of employment and shall be compensated therefore in accordance with Article 11.03 and 11.04 above.

**11.08** The employee must give two (2) calendar day's notice to the Company prior to the holiday. No more than one (1) employee per department shall observe this holiday at any one time. This holiday will not be observed immediately prior to or following another holiday unless the Company and Union shall otherwise agree.

<b>ARTICLE 12 - HEALTH AND WELFARE</b>
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**12.01** Benefits Provided to Employees. Health and Welfare benefits shall be earned in accordance with the terms of this Article.

**12.02** Contributions Required Based Upon Hours Worked. The Company shall pay the appropriate amounts specified below, each month for each employee who works the minimum of sixty-five (65) hours during such months to the Amalgamated National Health Fund regardless of whether or not the employee is a member of the Union.

**12.03** For the purpose of this Article, time actually taken off and compensated (such as a paid meal period, a paid holiday, paid vacation time, etc...) shall be considered as time worked. Such contributions shall be earned in one month and shall be due and payable by the tenth day of the following month. Such contributions shall be earned in one month and shall be due and payable by the tenth (10th) day of the following month. The increased amounts specified below shall be effective with payments due each year as indicated.

- Through December 31, 2023, eligible employees electing medical coverage shall continue to share in the cost of said coverage at the amounts in effect on the date of ratification.
- Effective January 01, 2024, eligible employees shall share in the cost of said coverage at the rate of eighteen percent (18%) of the applicable cost.
- *Spouses covered under the plan as of 5/15/14 will be grandfathered into the Amalgamated Trust 90/80 Plan. No new spouses will be eligible to enroll after 5/16/14*

**12.04** New hires will be eligible for coverage after 90 days of employment provided they have worked 65 hours in the previous month.

**12.05** The Company is bound by the provisions of the Amalgamated National Health Fund that is made a part of this agreement by this reference.

<b>ARTICLE 13 - PENSION</b>
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**13.01** The Company shall contribute seventy-three dollars and twelve cents (\$73.12) per month to the National Retirement Fund (NRF) for each eligible employee. Eligibility for pension shall be; If employment occurs after sixty-five (65) hours employment within the same calendar month for a prior contributing Company, the Company shall not pay for that month and shall not include such employee in the monthly report. Additionally, the Company will contribute to the Pension fund in

accordance with the Pension Recovery Act's surcharge/taxation and the National Agreement between Aramark and the Trust fund.

**UPDATE NUMBERS PURSUANT TO NRF REQUIREMENTS BY CBA**

Effective	6-1-22	\$76.06
Effective	6-1-23	\$79.13
Effective	6-1-24	\$82.35

**13.02** The Company's obligation shall be limited to the monthly rate of contribution specified in 13.01

**13.03** A worker on vacation shall be considered present and working for the purposes of this Article.

**13.04** All payments, together with the monthly report form, shall be made on or before the fifteenth (15) day of each month.

**13.05** In the event the Company fails to make the contributions required by this Article, either the Trustees or the Union may sue to recover such contributions, and the Company will be liable for reasonable attorney's fees and court costs, including fees and costs on appeal.

**13.06** The Company is bound by the provisions of the National Retirement Fund (NRF), together with modifications thereof, which is made a part of this Agreement by this reference.

**ARTICLE 14 - BEREAVEMENT LEAVE**

**14.01** After sixty (60) days of employment an employee shall be entitled to bereavement leave as follows:

1. Involving the death of the spouse, children, parents: step-parents, or step-children the day of the funeral, three days
2. Involving the death of a grandparent, brother, sister or step siblings: two days
3. Involving the death of a mother-in-law, or father-in-law, child of spouse, spouse of parent: one day.

**14.02** An employee shall not be entitled to both funeral leave pay and holiday pay for the same day.

**14.03** Employees claiming bereavement pay shall cause the Company to be notified of his intended absence prior to the commencement of his regular work shift following the time of death. Hours paid for bereavement pay shall not be considered as hours worked in computing entitlement to weekly overtime.

**ARTICLE 15 - JURY DUTY**

**15.01** Should an employee be called to jury duty after one (1) year continuous employment, he/she shall continue to receive pay in the amount necessary to make up the difference between pay received for jury duty and the regular daily wages for not more than one hundred sixty (160) hours in any given contract year. An employee who has been released from jury duty prior to the time his/her regular work shift would normally terminate, shall report to the Company by phone or in person and, if requested and has sufficient time to change clothes, shall return to work to complete his/her normal shift.

**ARTICLE 16 – JURISDICTIONAL DISPUTES**

**16.01** If the Union notifies the Company of the existence of a jurisdictional dispute, the parties shall meet within twenty-four (24) hours for the purpose of determining the dispute. In the event the parties are unable to resolve the dispute, the Company agrees to be bound by the determination of the jurisdictional board or committee formed by the Union for the purpose of resolving such dispute.

**ARTICLE 17 - AUTOMATION, UNEMPLOYMENT  
COMPENSATION,  
INCENTIVE PLANS, PLANT SAFETY**

**17.01** The Company shall notify the Union five (5) days in advance of placing in effect any technological changes or innovations which would result in a reduction of the work force or a change in skill levels or classifications, specifying the effective date of such change or innovation. At any time prior to the effective date, the parties, at the request of either, agree to meet to discuss such changes or innovations and the effect thereof.

In the event of any dispute over the appropriate wage rate or classification to be applied to any job contended by the Union to be new or different because of technological changes or innovations, the parties shall meet and negotiate an appropriate



classification and wage rate. Said rate shall not be less than 95% of the lowest wage rate shown in Appendix "A".

**17.02** The parties acknowledge the present existence of a plant safety committee at the plant of Company, consisting of representatives of both labor and management. At the request of either party, meetings of such committee, together with the parties hereto, may be called to discuss the problems of plant safety.

## **ARTICLE 18 - TRAINING**

**18.01** The first three (3) months of employment shall be paid 80% of the classification rate of work performed. The next six (6) months of employment shall be paid 90% of the classification rate of work performed, and after twelve (12) months of employment the employee will be paid 100% of the classification rate of work performed.

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

## **ARTICLE 19 - UNIFORMS**

**19.01** When the Company requires employees to wear uniforms, the Company shall furnish and launder such uniforms. Employees shall return to the Company any uniforms or other property of the Company at termination.

**19.02** The Company shall allow employees to wear reasonable affirmation of union support for the Unite Union, including small pins, stickers, etc.

## **ARTICLE 20 - COMPANY MEETINGS**

**20.01** Company meetings may be called on Company time and all employees may be required to be present by the Company. Meetings may be called by the Company on other than Company time provided food is served at Company expense and attendance is not compulsory. The Company will post written notice whether the meeting is voluntary or compulsory.

**ARTICLE 21 - AUTOMATIC DEDUCTIONS**

**21.01** Company agrees to deduct from the wages of any employee who has voluntarily given it a signed authorization to do so such amounts as the employee may wish to have withheld for payment to a credit union and/or charitable or community service organization. Such withholdings, however, shall be subject to such limitations as the Company payroll system and computer efficiency require.

**ARTICLE 22 - WASHROOMS**

**22.01** The Company shall provide a clean and sanitary washroom and toilet which shall be thoroughly cleaned and sanitized daily and as the need more often arises. Washrooms shall be equipped with clean towels, toilet tissue, disposable toilet seat covers, soap and sanitary napkins.

**ARTICLE 23 - LUNCH AREA**

**23.01** Company shall provide a clean, sanitary lunch area with sufficient room for all employees or operate under a split lunch system so that all employees eating during a single lunch period have an individual lunch place. The lunch area shall not be used for any purposes except meals, meetings and conferences.

**ARTICLE 24 – Health & Safety**

**24.01** General – The Company shall make reasonable provisions to assure the safety and health of its employees during their hours or work. The Union agrees to cooperate with the Company to ensure that all supervisors and associates comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

**24.02** Both the Union and the Company 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. Appropriate respiratory equipment will be made available.

**24.03** Protective Equipment – The Company shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage or negligence.

**24.04** Protective from Heat Stress – The Company 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. In hot environments, the Company shall take all reasonable measures to review reducing heat exposure, including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced work loads and increased rest breaks, and will consider any recommendations provided by the Safety and Health Committee.

**24.05** Ergonomics Program – The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.

**24.06** Sanitation – Restrooms shall include appropriate lighting, mirrors, and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The restrooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning or remodeling. Hand washing facilities will be made accessible to employee.

**24.07** Protection from Bloodborne Pathogen:

1. Protective Equipment - For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. 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 Company 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.
2. Vaccinations – The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure pursuant to the Company's procedure at no cost to the Employee.

**24.08** Safety Committee – The Company and the Union shall cooperate in implementing the "Team Safety Program". The Union will participate in selecting team members.

**24.09** Safety and Health Related Training – The Company 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 regulations and standards.

## ARTICLE 25 - SUCCESSORS

**25.01** This agreement shall be binding upon the parties and their successors. In the event the Company's business is sold, transferred or merged, such business shall continue to be subject to the terms and conditions of this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, assignee, etc. of the business. In the event that the Company fails to require the purchaser or transferee to assume the obligations of this Agreement, the Company shall be liable to the Union and to the employees as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable if the purchaser or transferee has agreed to assume the obligations of this Agreement.

## ARTICLE 26 - NON-DISCRIMINATION

**26.01** The Company agrees to maintain a policy of non-discrimination and equal employment opportunity toward all employees and applicants for employment with regard to race, color, religion, sex (including pregnancy), national origin, age, creed ancestry, marital status, disability, Vietnam-era veteran status, medical condition and sexual orientation, in compliance by federal, state or local law. This obligation includes but is not limited to advertising, recruitment or solicitation for employment; hiring, placement, training, apprenticeship; upgrading, transfer, demotion; rates of pay, other compensation and benefits; layoff, recall, disciplinary action, suspension, termination; social and recreational activities and other employment matters associated with wages, hours and working conditions.

**26.02** There shall be no discrimination by the Company against any employee or applicant for employment on account of membership in, or activities on behalf of, the Union. There shall be no discrimination by the Union, in referral of applicants for employment, on account of non-membership in the Union.

**ARTICLE 27 - SAVINGS CLAUSE**

**27.01** Should any Article or provision of this Agreement be illegal or unconstitutional, the remainder of the Agreement shall remain in full force and effect. Such illegal or unconstitutional clause shall be re-negotiated by the parties. If the parties cannot agree, the matter shall be referred to an arbitrator under Article III, who shall have authority to legislate an appropriate provision.

**ARTICLE 28 - SICK LEAVE**

**28.01** Regular employees covered by this Agreement will accumulate sick leave from their date of hire at the rate of one-half (1/2) day for each calendar month during which the employee is actively employed, up to a maximum of five (5) days in an employment anniversary year and up to a maximum of twenty-five (25) days of sick leave. Employees are eligible to use accrued sick leave after ninety (90) days of employment. Use of sick leave shall be governed by the Oregon Sick Leave Law, ORS653.601, et SEQ., as amended.

**28.02** Sick leave benefits shall constitute an eligible employee's regular straight-time compensation less any time-loss benefits paid under health and welfare or under state Workers' Compensation.

**28.03** In the event any municipal, state or federal law provides a sick leave benefit greater than noted in Article 28 of this Agreement, the Company will comply with such requirement.

**ARTICLE 29 - MANAGEMENT RIGHTS**

**29.01** Except as expressly limited by the terms of this Agreement, the Company retains all rights of management. The rights of management include, but are not limited to, the right to determine the products to be produced or manufactured, the location of its operation, the schedule of work only as hereinafter provided, the methods, processes and means of production or distribution of its products, the increase and decrease of the work force as dictated by operational requirements, the subcontracting of operations and/or functions as business conditions warrant, the schedule of hours of work, shifts and overtime, the determination and enforcement of performance standards to be observed by employees, and the maintenance of an efficient and properly disciplined work force, all as necessitated by the requirements of the operations and the conduct of sound business principles as determined by the Company. Any permanent

subcontracting of work normally performed by bargaining unit personnel will be discussed with the Union prior to being undertaken.

**ARTICLE 30 – CREDIT UNION**

**30.01** The Company agrees to make deductions from an employees pay and transmit to the Western States Regional Joint Board Federal Credit Union, amounts authorized in an authorization form signed by the employee.

**30.02** The Company agrees to transmit the amounts deducted by check, with a list of employee names with social security number for identification.

**30.03** The Company agrees to transmit the deductions each payroll period. The Credit Union deductions are to be sent separate from the Union Dues deduction.

**30.04** The Western States Regional Joint Board Federal Credit Union is located at:

920 South Alvarado St.  
Los Angeles, CA 90006

**ARTICLE 31 - DATE AND PERIOD OF AGREEMENT**


**31.01** This Agreement shall be effective from April 3, 2021, through April 5, 2024, and from year to year thereafter unless either party to this Agreement serves notice as provided herein. If either party wishes to modify or terminate this Agreement, it shall serve notice of such intention upon the other party sixty (60) days prior to the expiration date or subsequent anniversary date.

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

**Aramark Uniform and Career  
Apparel, LLC**

 5/12/21  
\_\_\_\_\_  
Chuck Kellogg  
Director, Labor and  
Employee Relations

**Service Employees International Union,  
Local 49**

  
\_\_\_\_\_  
Meg Niemi  
President, SEIU Local 49

Pamela Anderson  
Tiffany Collord  
Jerry Becerra

Casey Filice, SEIU Local 49  
Jacob Faatz, SEIU Local 49

**APPENDIX A**

CLASSIFICATION		Effective Date	Effective Date	Effective Date
		4/3/2021	4/2/2022	4/1/2023
	INCREASE >>	\$0.35	\$0.40	\$0.40
	Current Rate			
Washfloor	\$15.35	\$15.70	\$16.10	\$16.50
All Others	\$14.35	\$14.70	\$15.10	\$15.50
Lead	\$1.00	\$1.00	\$1.00	\$1.00