



2021-2024 ~~2017-2021~~

AGREEMENT

By and Between

SUPERIOR LINEN SERVICE

and

**UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 21**

Term:

April 1, 2021 ~~17~~ through March 31, 2024 ~~21~~

**UFCW Local 21
and
Superior Linen Service**

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A G R E E M E N T
By and Between

SUPERIOR LINEN SERVICE
and
UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL #21

PREAMBLE

This Agreement is made and entered into by and between Superior Linen Services, hereinafter referred to as the "Company or Employer", and the United Food and Commercial Workers Union Local #21, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION AND UNION SECURITY

1.01 Bargaining Unit. The Employer recognizes United Food and Commercial Workers Union Local #21 as the sole and exclusive collective bargaining agent and representative for all employees working in classifications listed under this Agreement.

1.02 Union Security. After thirty (30) days of employment, all employees who are not members of Local #21 are to become members of the said Union as a condition of employment. Payment of initiation fees, regular monthly dues and assessments are necessary to maintain good standing with the Union.

1.03 Upon notice from the Union of the failure on the part of an employee to tender initiation fees and dues, the Employer shall discharge such employee if requested to do so by the Union. The Union agrees to indemnify and hold the Employer harmless in the event any liability arises as a result of this Article.

1.04 Upon the signing of this Agreement, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the name, address, telephone number, classification, Social Security number, date of hire, rate of pay, and FTE status for each employee. Each month the Employer shall also send a list of those persons covered by this Agreement who were hired or terminated during the prior month, which shall include the name, address, classification, social security number, hire date and termination date.

ARTICLE 2 – PART-TIME EMPLOYEES/DUES CHECK-OFF

2.01 Part-time Employees. The mutual desire of the Employer, the Union and the employees is to provide full-time employees with 40 hours of paid work and/or paid time off per week whenever such work is available. In furtherance of that goal, the Employer hereby guarantees that, absent act of God, utility interruption, breakdown, emergency, or other unforeseen event that impairs or impedes operations, the Employer guarantees all full-time employees at least 64

hours of work (paid time off and approved unpaid time off count toward the 64 hour work guarantee) on a bi-weekly basis.

The Employer may employ part-time employees who are part of the bargaining unit and who work, on average, thirty-two hours or less per week, and who are not entitled to or eligible for any particular wages or benefits under this Agreement notwithstanding any other terms of this Agreement, except as specified in this paragraph only. The Employer shall make contributions into the Health and Welfare Plan for any part-time employee in the month following any month where the part-time employee has worked at least 80 hours. All part-time employees reporting for work shall be guaranteed not less than 4 hours employment on the day of reporting. Part-time employees may be assigned to first or second shift. Current full-time employees as of the date of ratification will not be required to become part-time employees absent mutual agreement of the Employer and the employees. Part-time employees will be laid off before full-time employees, and shall accumulate seniority amongst themselves for purposes of lay-off and recall. The Employer may not use this paragraph as a subterfuge to eliminate full-time employees.

2.01 (a) "Temporary Workers. The Employer may contract an individual as a temporary employee for up to seven hundred and twenty hours in a 12 month period. Temporary workers are not entitled to any rights or benefits under this Agreement, unless required by law. After seven hundred and twenty hours, temporary workers shall become permanent full-time workers and shall become members of the Union. Temporary workers who become full-time employees will not need to serve a probationary period and will retroactively accrue benefits for their time as temporary employees. The Employer will provide the Union a report of all temporary employees who are or have been working at the facility over the preceding three months including: first and last name, job classification, total hours worked, and dates worked."

2.02 The Employer shall deduct dues and fees. from the wages of each employee who has voluntarily given signed authorization, the dues uniformly required of Union members according to the Constitution and By-Laws of the Union. The monies so deducted shall be remitted to the Union Office not later than the fifteenth (15th) day of each calendar month. The Employer shall not be liable to the Union for inadvertent clerical errors nor the failure of the Union to secure signed authorizations in the administration of this Section.

2.03 Political Action Fund. See L.O.U.

ARTICLE 3 - WORKWEEK

3.01 Forty (40) hours shall constitute a week's work for all bargaining unit employees to be worked in five (5) consecutive days, Monday through Friday or Tuesday through Saturday, between the hours of 4:00 a.m. and 7:00 p.m., based on business and customer needs. A second shift may start within thirty (30) minutes from the end of the first shift and a third shift may be added within the hours of 9:00 p.m. and 6:00 a.m. Absent reasons beyond the reasonable control of management (e.g., mechanical breakdowns, weather, loss of power, etc.) the Employer will endeavor to provide five days notice of schedule change

3.01.1 If required for business reasons, the Employer may implement a workweek of five consecutive days, which includes Sunday.

3.02 All employees reporting for work, unless instructed to the contrary, shall be guaranteed not less than four (4) hours employment on the day reporting, except in case of breakdown or elements beyond natural control. All time worked in excess of the regular eight (8) hour day and all time worked in excess of forty (40) hours per week, shall be paid at the rate of time and one half (1½). Double time shall be paid for any work performed on Sunday, unless that work is pursuant to a regular workweek per 3.01.1.

3.02.1 Notwithstanding the overtime provisions of Sections 3.02, if the Employer posts a 4-10 work schedule, then employees shall be paid at one and one-half (1½) times the straight-time rate for scheduled time in excess of ten (10) hours in a day or forty (40) hours in a week. Unscheduled hours shall be paid at the overtime rate after the employee has worked eight (8) hours in a day or forty (40) hours in a week.

3.02.2 Flexible Scheduling. During the period of May 1 through September 30, provided an employee is notified by 9 a.m. Tuesday that there is a possibility that on Tuesday, Wednesday and/or Thursday of that week he/she will be working up to 9.5 hours, he/she may be scheduled to work those hours on two of the three days at straight time pay.

During the period of October 1 through April 30, provided an employee is notified by 9 a.m. Tuesday that there is a possibility that on Tuesday, Wednesday and/or Thursday of that week he/she will be working up to 9 hours, he/she may be scheduled to work those hours on two of the three days at straight time pay.

3.03 Subject to the needs of business, the Employer may operate departments on the basis of a one (1) hour earlier starting time, provided the Union is notified of such operational change in advance. The starting time of 4:00 a.m. only, as provided in Section 3.01, will not apply if the employer exercises this option.

3.04 There shall be a rest period of ten (10) minutes in every continuous four (4) hour period of employment. No employee shall be required to work more than three (3) hours without a rest period.

3.05 Regarding overtime, if less than a full crew of a work station is needed, the Employer shall request voluntary overtime. If an insufficient number volunteer, the remainder may be assigned by inverse seniority, the least senior employee being the first assigned.

In the event it is necessary to assign overtime, affected employees shall be notified no later than the last scheduled break of the day, unless the requirement for overtime is caused by an emergency, such as machinery breakdown, power outages or other unanticipated events.

ARTICLE 4 - HOLIDAYS

4.01 It is agreed that the following shall be observed as paid holidays and if they fall on a Sunday the following Monday shall be observed as a holiday:

New Years Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

If a holiday falls on Saturday, the employee shall be paid for the holiday.

4.01.1. Employees shall be entitled to a floating holiday effective on their anniversary date of employment. The floating holiday shall be scheduled by mutual agreement. In cases of conflict seniority shall prevail. Unused holidays shall not be rolled over to the next anniversary year. Employees with 15 years of service shall receive 1 additional floating holiday.

4.01.2 The Employer shall have an option to observe President's Day. If the Employer elects not to observe President's Day, employees shall be allowed one floating holiday to be scheduled at a mutually agreeable time.

4.02 Employees are eligible for holiday pay if employee has been in the employ of the Company for ninety (90) days prior the holiday.

4.03 It is agreed that holiday pay shall be paid to each employee except those who absent themselves during any scheduled working time during the holiday week, are on a leave of absence, or miss a Friday preceding a Monday holiday or miss a Monday following a Friday holiday.

Where there is one occurrence of tardiness on a workday during the holiday week of less than one hour, such tardiness shall not affect an employee's holiday eligibility.

4.04 Notwithstanding section 4.03, it is agreed that holiday pay shall be paid in the event an employee is excused in writing by the Employer, is paid sick leave for any missed time, is on vacation -- but has worked at least one (1) day during the holiday week, or after ninety (90) days of employment if the employee is on funeral leave in accordance with Article 10.01.

4.05 It is agreed that after thirty-two (32) hours of employment in a holiday week, all extra time will be paid at the rate of time and one half (1½) except where a holiday falls on a normal day off, then forty (40) hours may be worked at straight-time. In order to be eligible for holiday pay, the employee must report and be available for forty (40) hours of such employment.

ARTICLE 5 - SENIORITY

5.01 Each employee covered by this Agreement shall have seniority rights as set forth in this Article and subject to any other articles that refer to seniority. The first ~~720 hours~~ ~~ninety (90) days~~ of employment shall be a probationary period and seniority does not apply. The order of seniority shall be based on the beginning date of employment in the plant. Each new employee's name shall

be added to the seniority list after 720 hours ~~ninety (90) days~~ of employment. In the event more than one employee is hired on the same day, the employees' names shall be added in alphabetical order.

Employees shall lose their seniority and employment considered broken, for the following reasons:

- 1) Discharge for just cause;
- 2) Voluntary quit;
- 3) Layoff of more than four ~~three~~ months duration;
- 4) Illness or accident of seven (7) ~~six (6)~~ months from the beginning of such absence: provided, however, that upon return to work the employee must be able to perform all of the regularly assigned duties of the classification which was their classification at the time such absence began, unless otherwise mutually agreed to between the Employer and the Union.

5.02 The principles of seniority as set forth herein shall be observed and any dispute as to interpretation of these principles shall be taken care of in conformance with the grievance procedure set forth in this Agreement.

5.03 In the layoff and recall of employees, seniority shall be given every consideration providing the employee is qualified to perform the available job. Layoff and recall shall be handled on a departmental basis rather than a plant wide basis.

5.04 Where a promotional opportunity (increase in pay) occurs into a bargaining unit position and the skills and abilities of the applicants are, in the Employer's judgment, equal, seniority shall be utilized in selecting the person for the job.

5.05 Should there be no promotable applicant, the Employer is free to fill job vacancies in any convenient manner.

5.06 Any employee given a job vacancy as provided herein shall be permitted to return to the same or similar job as he held before the move, at the same rate of pay he held before the move, within thirty (30) days of filling the vacancy.

5.07 Seniority shall also be applicable with respect to employee's preference for vacations by departments within a plant, and to shift assignments.

ARTICLE 6 - VACATIONS

6.01 It is agreed that all employees who have been in the continuous employment of the Employer shall receive a paid vacation in accordance with the following schedule:

After one (1) year employment	- one (1) week
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After three (3) years employment	- two (2) weeks
After ten (10) years employment	- three (3) weeks
After eighteen (18) years employment	- four (4) weeks

6.02 All vacations shall be scheduled at the discretion of the employer. Subject to approval by the Employer, any employee with 10 years of seniority may schedule a three week vacation during off-peak times of the year and any employee with 20 years of seniority may schedule a four week vacation during off peak times of the year.

6.03 No employee shall be entitled to vacation pay in lieu of vacation unless both the Employer and the Employee agree.

6.04 Should a holiday fall during the period of any employee's vacation, then that employee shall receive an extra day's vacation or an extra day's pay in lieu thereof, at the Employer's option.

6.05 The Employer shall pay vacation pay at the employee's rate of pay at the time the vacation is taken.

6.06 Earned vacation time must be taken within twelve (12) months from the date the vacation was awarded.

6.07 It is understood and agreed that all employees who have been in the employ of an Employer exceeding one (1) year employment and who are separated from employment, shall receive the following pro-rata vacation pay, except that vacation pay for employees who have been on non-industrial medical leave or other leave of absence, shall be paid pro-rata vacation pay proportional to the number of straight time hours actively worked, and except that an employee who is discharged for dishonesty, use, sale, or possession of controlled substances, possession or use of firearms, or other serious misconduct, or who fail to give two weeks advance notice before resigning shall forfeit all pro-rata vacation pay.

	<u>After one (1) years'</u> <u>employment</u>	<u>After three (3) years'</u> <u>employment</u>	<u>After ten (10) years'</u> <u>employment</u>
After one (1) month	-----	-----	1 day's pay
After two (2) months	-----	1 day's pay	2 days' pay
After three (3) months	1 day's pay	2 days' pay	3 days' pay
After four (4) months	-----	3 days' pay	5 days' pay
After five (5) months	-----	4 days' pay	6 days' pay
After six (6) months	2 days' pay	5 days' pay	7 days' pay
After seven (7) months	-----	6 days' pay	8 days' pay
After eight (8) months	3 days' pay	7 days' pay	10 days' pay
After nine (9) months	-----	7 days' pay	11 days' pay

	<u>After one (1) years'</u> <u>employment</u>	<u>After three (3) years'</u> <u>employment</u>	<u>After ten (10) years'</u> <u>employment</u>
After ten (10) months	4 days' pay	8 days' pay	12 days' pay
After eleven (11) months	-----	9 days' pay	14 days' pay

ARTICLE 7 - WAGES

7.01 Classifications and Wage Rates. Classifications and wage rates below.

7.02 Wage Scale.

No employee shall suffer a wage reduction or the loss of any benefits or working conditions more favorable than those established by this Agreement if such wages, benefits or conditions existed prior to the effective date of this Agreement.

The terms herein are intended to cover only minimums in wages, hours, working conditions, benefits and other terms and conditions of employment, and the Employer may place superior wages, hours and working conditions, benefits and other terms and conditions of employment, in effect, and may reduce the same to the minimums herein prescribed without the consent of the Union. No premium shall be taken away thirty (30) days prior to or after the expiration date of the contract.

It is agreed that where any employee is temporarily transferred to other employment, they will be paid the highest wage scale provided for such employment, but in no case, to be less than the scale provided for their regular employment. ~~For all employees hired before April 1, 2014, the scale shall be as follows (Employees currently in the "break-in percentages" phase as of the ratification date of this Agreement will be grandfathered into this approach. New hires following ratification will be paid in accordance with the New Hires language set forth below):~~

~~Employees shall get the higher of the minimum wage increase or the wage increases set forth in this Agreement, but not both. The following are the minimums to be paid by the Employer, with the Employer having the discretion to pay more:~~

~~Effective the first full pay period following ratification, all current employees shall receive a \$.75 wage increase. All employees hired on or before April 1, 2021 shall receive a one-time lump sum of \$450 minus applicable tax deductions.~~

~~Effective April 1, 2022, employees shall receive a \$.35 wage increase.~~

~~Effective April 1, 2023 employees shall receive a \$.35 wage increase.~~

~~For employees making \$14.00 or less and employed as of 9-1-18:~~

~~* Wage increase of \$1.00 per hour for all non-probationary employees effective first pay period after ratification.~~

~~* Wage increase of \$1.00 per hour for all non-probationary employees effective first pay period after April 1, 2019.~~

~~* Wage increase of \$.50 per hour for all non-probationary employees effective first pay period after April 1, 2020~~

~~For employees making over \$14.00 or less and employed as of September 1, 2018:~~

~~*Signing bonus of \$600.00 effective first pay period following ratification (paid to all non-probationary employees employed by the Company as of June 1, 2018).~~

~~* Wage increase of \$.35 per hour for all non-probationary employees effective first pay period after April 1, 2019.~~

~~* Wage increase of \$.35 per hour for all non-probationary employees effective first pay period after April 1, 2020.~~

~~*Employees employed by the Company as of 8-1-18 who have been employed for 15 or more years who make less than \$13.00 per hour shall get a one time wage increase of \$.25 per hour effective first pay period after ratification~~

New Hires hired after September 1, 2018: Such employees will be paid a minimum of twenty-five cents (\$.25) above minimum wage (or higher at the discretion of the Employer).

*The foregoing are the minimums required to be paid

7.03 Employer agrees that with the exception of job classification changes, it will not reduce the wage rates of employees employed as of August 22, 2018, without sufficient cause. This section does not apply to incentives, or to any other wage, bonus or incentive programs the employer may institute, which the Parties agree that the Employer may institute, modify or eliminate, at its discretion, as long as such programs provide compensation over and above what is required by the terms of this CBA.

7.04 Employees shall get the higher of the minimum wage increase or the wage increases set forth in this Agreement so that their wage rate is the higher of minimum wage or their then current rate plus the scheduled wage increase.

ARTICLE 8 - HEALTH AND WELFARE

8.01 The Employer agrees to pay monthly contributions to the UFCW National Health & Welfare Trust Fund ("the UFCW Fund") for all its eligible regular full-time employees (employee who, on average, work 30 or more hours per week) who receive compensation as provided for hereinafter.

8.02 Calculation of Employee Eligibility and Contribution Amounts. The Parties to this Agreement recognize and continue the eligibility rules, which require an accumulation of 1200 hours of service to obtain eligibility, for regular full-time employees only, under the Trust Fund benefit plan (not including the required one month lag period). Such employee shall be referred to hereafter as “eligible employees”. Upon accumulation of 1200 compensable hours of service, the Employer contribution rate shall be paid at the amounts specified herein in the next full month, for each eligible employee.

8.03 ~~a. Effective immediately, the Employer shall pay the UFCW Fund a maximum of five hundred forty one dollars and sixteen cents (\$541.16) per eligible employee for each month in which an eligible employee earns a sufficient number of hours of compensable service to qualify for coverage under the terms of the CBA, in accordance with the terms specified in this Article;~~

~~b. Effective April 1, 2019, the Employer shall pay the UFCW Fund a maximum of five hundred eighty one dollars and sixteen cents (\$581.16) per eligible employee for each month in which an eligible employee earns a sufficient number of hours of compensable service to qualify for coverage under the terms of the CBA, in accordance with the terms specified in this Article;~~

ea. Effective April 1, 2021~~0~~, the Employer shall pay the UFCW Fund a maximum of six hundred one dollars and sixteen cents (\$601.16) per eligible employee for each month in which an eligible employee earns a sufficient number of hours of compensable service to qualify for coverage under the terms of the CBA, in accordance with the terms specified in this Article,

eb. The contribution shall cover the premium for three tiers of coverage; an employee; and/or an employee and his qualifying dependent children, and/or family coverage (including qualifying dependent children). Employees shall qualify for coverage under the tier that meets their personal requirements when it comes to covering qualifying family members, and for which they agree to pay the employee contribution level negotiated in the CBA covering them. If the contribution amounts set forth herein are not sufficient to adequately fund the benefit levels, the Trustees shall make adjustments to benefit levels and/or amounts allocated to employee wage deductions so that the benefits are adequately funded.

8.04 The Textile Workers Fund has informed the bargaining parties for 2018 that it shall provide dental, vision, life and accidental death and dismemberment benefits pursuant to existing benefit schedules. Provision of dental, vision, life and accidental death and dismemberment benefits after 2018 will be conditioned upon the bargaining agreements providing funding at the level set by the Trust for the benefits to be provided. Nothing shall prevent the bargaining parties from utilizing the Textile Workers Fund to provide medical and prescription benefits in the future if the bargaining parties provide for a level of funding acceptable to the Trust.

8.05 The Textile Workers Fund has informed the bargaining parties for 2018 that it shall provide dental, vision, life and accidental death and dismemberment benefits pursuant to existing benefit schedules. Provision of dental, vision, life and accidental death and dismemberment benefits after 2018 will be conditioned upon the bargaining agreements providing funding at the level set by the Trust for the benefits to be provided. Nothing shall prevent the bargaining parties from utilizing the Textile Workers Fund to provide medical and prescription benefits in the future if the bargaining parties provide for a level of funding acceptable to the Trust. Unless the trustees collectively, decide otherwise, provided the Trustees transition to utilizing the UFCW NATIONAL HEALTH AND WELFARE FUND to provide dental, vision, life and accidental

death and dismemberment benefits within 60 days, the Employer agrees to pay for these benefits, through and including March 31, 2021, after the current sums held in the trust are completely exhausted.

8.06 Employee contributions for health insurance, dental, vision, life and accidental death and dismemberment benefits shall be paid to, and retained by, the Employer. ~~Single Coverage— Eligible employees who elect single coverage under the rules of the Trust Fund hereby authorize the Employer to internally deduct the sum \$5.00 per week, through authorized payroll deductions. Dependent Family Coverage— Family coverage for employee and spouse/children dependent coverage may be elected by Eligible employees. Employees electing such coverage hereby authorize the Employer to internally deduct the sum \$16.00 per week for such dependent coverage, through authorized payroll deductions. Effective April 1, 2019: Single Coverage— Eligible employees who elect single coverage under the rules of the Trust Fund hereby authorize the Employer to internally deduct the sum \$6.00 per week, through authorized payroll deductions. Dependent Family Coverage— Family coverage for employee and spouse/children dependent coverage may be elected by Eligible employees. Employees electing such coverage hereby authorize the Employer to internally deduct the sum \$17.00 per week for such dependent coverage, through authorized payroll deductions.~~ Effective April 1, 2021⁰: Single Coverage – Eligible employees who elect single coverage under the rules of the Trust Fund hereby authorize the Employer to internally deduct the sum \$7.00 per week, through authorized payroll deductions. Dependent Family Coverage – Family coverage for employee and spouse/children dependent coverage may be elected by Eligible employees. Employees electing such coverage hereby authorize the Employer to internally deduct the sum \$18.00 per week for such dependent coverage, through authorized payroll deductions.

8.07 As consideration for this Agreement, the Union supports the addition of Non-Union employees and other Union employees of the Employer receiving coverage from the UFCW National Health & Welfare Trust Fund and will take appropriate steps, such as signing off as needed, to support such efforts.

8.08 The Employer has withdrawn from the UFCW Sound Retirement Trust effective immediately. After the Employer has stopped making contributions to the Fund, it will begin contributions to an employer sponsored 401k plan, in accordance with the terms specified below and such other terms as dictated by the Plan and law.

*Employer will contribute \$.50 (fifty cents) per hour worked up to a maximum of 40 hours worked per week into a 401k plan established by the Employer. Employees must be employed by the Company on dates specified by Plan rules and documents to receive contributions. Timing of employer contributions will be in accordance with Plan requirements and applicable law. Employees will be vested in contributions by the Employer in accordance with the following vesting schedule:

*one year waiting period before contributions are made; employer contributions begin after one year waiting period, in the next open enrollment for the Plan;

*Following entry into plan after waiting period, employees are 100% vested in contributions after two full years in the Plan

*Employees shall be able to make their own self-directed contributions in accordance with the terms of the Plan and applicable law. Employees shall be 100% vested in any self-directed employee contributions

*Service time will be counted from original date of hire for employees who have been continuously employed by the Company, as a result of which current employees who have met requirements stated above are fully vested effective upon ratification

ARTICLE 9 - SICK LEAVE

9.01 Employees shall accrue sick leave at the rate of one hour for every forty hours of work. Employees will be able to carry over forty (40) hours of sick leave to the next year. Sick leave is to be paid at the employee's current rate of pay from the first day of illness or accident.

Each eligible employee (as defined in Section 8.05 of Article 8) shall accumulate sick leave at the rate of four (4) hours per month; however, in no case will the maximum sick leave bank exceed eighty (80) hours. Sick leave is to be paid at the employee's current rate of pay from the second (2nd) day of illness or accident provided however, any employee who has accumulated sick leave of fifty-six (56) hours or more shall be entitled to sick leave pay from and including the first working day. The first (1st) day of illness or accident shall not be paid, however, if the employee reports for work and works less than four (4) hours because of illness or accident and is treated by a physician on that day, then this can be considered the first (1st) day of such illness. If the employee is hospitalized or injured on the job, sick leave shall commence on the first day.

9.01.1 The Employer may require a doctor's certificate after an employee's has missed 3 days or more due to illness.

9.02 An employee who is collecting Workers Compensation Temporary Disability Benefits shall not receive sick leave benefits as provided herein, provided, however, if such Workers Compensation Temporary Disability Benefits are less than the amount of sick leave benefits provided herein for such period, such employee shall receive sick leave benefits in addition to such Workers Compensation Temporary Disability Benefits in an amount sufficient to equal the amount of sick leave benefits they would have otherwise received as provided herein.

9.03 The Employer will apply Sick Leave Policy in compliance of all Sick Leave Laws and or Ordinances under City and State jurisdictions.

ARTICLE 10 - FUNERAL BENEFITS

10.01 If the eligible employee covered by this Agreement suffers a death in the immediate family, such employee shall be entitled up to three (3) working days off with pay ~~for bereavement needs provided that the employee attends the funeral.~~ Such pay shall be for time lost. The Employer shall allow employees to use three days of accrued, paid sick or vacation leave, to supplement the three days of paid bereavement if employees must travel outside of the country for a funeral. ~~If the Employer approves, additional unpaid leave may be granted if necessary for travel purposes.~~

10.02 Immediate family shall be defined as wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, step children, and grandparents. Eligible employees are those defined in Article 8, Section 8.05.

ARTICLE 11 - GENERAL CONDITIONS

11.01 The Business Representative shall have access to the plant at all times for the transaction of business, and must make his presence known at the office. The Business Representative shall not interfere with employees during the performance of their duties.

11.02 Paychecks. All employees shall be paid weekly or biweekly.

11.03 All employees laid off, discharged or who quit of their own volition, shall receive all wages and personal property on the next regular pay day in the week following.

11.04 Picket Line; No Strike - No Lockout. There shall be no strikes, sympathy strikes, or work stoppages during the life of this Agreement, providing that an employee's refusal to pass through or work behind a primary picket line shall not be construed as a violation of this Agreement or cause to discharge by the Employer. The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a general strike, riot or civil commotion, for the protection of the property, including closures due to business considerations which are the sole decision of the Employer, shall not be deemed a lockout.

11.05 Health Care Facility. It is understood and agreed between the Employer and the Union that the continuation of service to health care facilities and nursing homes is essential to both parties, such health care facilities, nursing homes and the general public. The Union agrees that in exercising any rights to it under this Agreement or by Law, they will do nothing to interrupt laundry and linen supply service to health care facilities and nursing homes and that the Union will utilize its best efforts to maintain service to such health care facilities and nursing homes at all times.

11.06 Non-Discrimination. The parties of this Agreement acknowledge their responsibilities under Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, and do hereby agree not to discriminate on the basis of race, color, religion, sex, national origin or age.

11.07 Jury Duty. Any member of the Union regularly employed by the Employer who may be selected and required to serve on a jury shall receive from the Employer the difference in pay between what the employee will receive as a juror and their regular rate of pay (with the Employer) during the time the employee is serving on jury duty. The Employer shall not be obligated to pay more than two (2) weeks pay to any individual employee during the life of this Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 All disputes involving the interpretation and application of this Agreement which are not otherwise resolved, shall be taken up between the representative of the Union and the representative of the Employer.

Step One. Any dispute over the interpretation or application of this Agreement, must be submitted in writing to the Employer within fourteen (14) days of the occurrence. Grievances involving discharge or suspension must be submitted, in writing, within fourteen (14) days of the discharge or suspension. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any accruing within the forty-five (45) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

Step Two. If the grievance is not resolved at Step One, the Union has 14 calendar days from the date the grievance was filed to refer the matter to Step Two. The Employer and the Grievance Director of the Union shall make a good-faith effort to settle the grievance.

Step Three. If the grievance is not resolved at Step Two, it may be referred to final and binding arbitration on the motion of either party no later than fourteen (14) days from the conclusion of Step Two. The submitting party shall simultaneously write to the Federal Mediation and Conciliation Service and request that a panel of eleven (11) arbitrators be sent to both parties or their counsel. An arbitrator shall be selected by alternately striking names from the list with the last remaining name being the arbitrator. The Employer and the Union shall share equally any fees for the arbitrator. Compensation of witnesses shall be the responsibility of the party requesting such witnesses. (The parties shall each pay their own expenses [attorneys' fees, etc.])

12.02 During the process of making adjustments under the rules and procedures set forth above, no strike or lock-out shall occur.

12.03 The Union shall not be required to process an employee's grievance, if, in the Union's opinion, the grievance lacks merit. In the event the Union determines to process a grievance in conformance with this Article, the Union shall be the exclusive representative of the employee or employees covered with respect to any dispute and/or settlement of said grievance.

12.04 "Days" shall be calendar days for this Article.

ARTICLE 13 - MANAGEMENT RIGHTS

13.01 The management of each Employer and its operations, the direction of the work force, including the right to hire, assign, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other legitimate reasons; the right to introduce new or improved production methods, processes or equipment, the right to decide the number and the location of plants, the nature of equipment or machinery, the products to be processed, the methods of processing, the scheduling of production, the methods of training employees, the right to assign work to outside contractors and to eliminate, change or consolidate jobs and operations; and the right to enact Company policies, plant rules and regulations which are not in conflict with this

Agreement, are vested exclusively in the Employer, subject to the other provisions of this Agreement.

ARTICLE 14 - SAVINGS CLAUSE AND SCOPE OF AGREEMENT

14.01 It is further understood and agreed that in the event any provision or provisions herein contained shall be declared illegal, the remaining provisions shall be in full legal force and effect, and binding on all parties hereto.

ARTICLE 15 – CHANGE IN THE LAW

The parties agree that, in the event of a change in local, city, state or federal law that modifies, changes or otherwise may affect the terms or conditions of employment as set forth in this collective bargaining agreement (i.e. implementation of National Health, etc.) the Parties will immediately meet to discuss how the change affects the terms or conditions of the Agreement. It is intended that, in no event, shall any such change in the law be permitted to add to, or take away from, rights and privileges afforded under this Agreement and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. Either Party may re-open the Agreement for negotiations only on such terms that are affected by the change in local, city, state or federal law.

ARTICLE 15 - CONTRACT PERIOD MODIFICATION AND TERMINATION

15.01 This Agreement, by and between United Food and Commercial Workers Union Local #21, and the Employer shall take effect and remain in full force and effect from April 1, 2017, through March 31, 2024, on which date this Agreement and terms thereof shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to the expiration of this Agreement or the annual dates of any renewal thereof, written notice by certified mail is given by either party to the other of their desire to modify or terminate this Agreement, such notice shall contain a statement of the modification desired.

15.02 In the event such notice of modification is given by either party to the other, it is hereby understood and agreed that they shall enter into negotiations in good faith within fifteen (15) days of such written notice and shall continue to negotiate in good faith, and shall consider the condition of the Industry, the needs of the employees and the ability of the Employer to pay as the basis of such negotiations. In the event negotiations are not complete and new Agreement has not been reached before the expiration date of this Agreement or any renewal thereof, then and in that event this Agreement shall continue in full force and effect until a new Agreement has been reached, and any new Agreement shall be retroactive to the expiration date of this Agreement or any renewal thereof.

SUPERIOR LINEN SERVICES

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL #21**

By: _____

By: _____

~~Rusty Hersey~~
Guenther, President

Dated: _____

Mia Contreras Recorder Faye

Dated: _____

By: _____
Evelyn Orantes-Fogel ~~Matt Wood~~,
Negotiator

Dated: _____

LETTER OF UNDERSTANDING

DRUG & ALCOHOL POLICY

Employees shall be subject to the Employer’s Drug & Alcohol Policy as those standards shall be modified or amended by the Employer from time to time; provided however, that prior to implementing any change in the Drug and Alcohol Policy, the Employer will give the Union notice of the proposed change and an opportunity to bargain. Any request to bargain must be received by the Employer within fifteen (15) working days after receipt of the proposed changes by the Union.

SUPERIOR LINEN SERVICES

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL #21**

By: _____
Rusty Hersey

By: _____
Matthew J. Wood, Negotiator

Dated: _____

Dated: _____

**Letter of Understanding
With Superior Linen**

1.) **Political Checkoff:** The parties acknowledged during the bargaining process that Superior Linen Service's payroll system limits the number of deductions allowed. If, in the future, the Company updates its payroll system so that it can accommodate additional payroll deductions, the Company will meet and discuss the issue of political checkoff with the Union.

BY: _____
~~Rusty Hersey~~

BY: _____
~~Matthew J. Wood, Negotiator~~

Dated: _____

Dated: _____

~~LETTER OF UNDERSTANDING~~

~~Through and including March 30, 2021, the employer will make any transaction causing a change in ownership during the term of this Agreement conditioned on the new owner's written agreement to be bound by all terms and conditions of the Agreement for its full duration, and will not enter into any transaction that does not contain such a written provision making any successor employer fully bound by this Agreement. This provision will expire, be removed from the CBA for all purposes effective March 30, 2021 and be of no further force or effect.~~

~~FOR THE UNION:~~

~~_____~~

~~FOR THE COMPANY:~~

~~_____~~

**Letter of Understanding
By and Between Superior Linen Service
and
United Food & Commercial Workers Local 21
Regarding Ancillary Benefits**

Whereas, Superior Linen Service, hereinafter referred to as the Company, in its Collective Bargaining Agreement (CBA) with The United Food and Commercial Workers Local 21 agreed to certain Health and Welfare benefits provided by the Northwest Textile Processors Health and Welfare Trust Fund, hereinafter referred to as the NTPH&WTF.

Whereas, NTPH&WTF has ceased providing Healthcare benefits and as confirmed through a Letter of Understanding between the Company and the Union, transitioned the Healthcare coverage to the United Food & Commercial Workers' National Health and Welfare Fund, hereinafter referred to as the UFCW National H&W Fund on or about January 1, 2018.

Whereas the NTPH&WTF has been and continues to provide ancillary benefits of dental, vision, life and weekly disability coverage to eligible employees and dependents where applicable as provided in the CBA and since about January 1, 2018 the financial obligation for said benefits has been funded via reserves of the NTPH&WTF.

Whereas, the Union and Company have informally and discussed in good faith, concerns related to the balance of the reserves in the NTPH&WTF.

Therefore, the parties have agreed to the following terms:

1. In the event the Trustees of the NTPH & WTF determine that the reserves of the NTPH&WTF can no longer be used to fund ancillary benefits, said benefits will be transitioned to the UFCW National H&W Fund with the costs of the benefits borne by the Company through the life of the current CBA.
2. In the event the Trustees of the NTPH&WTF take the action described in paragraph one (1) above and reserves still exist after all claims and administrative costs have been paid those remaining reserves may be applied toward the cost of the ancillary benefits provided through the UFCW National H & W Fund, if accepted by the UFCW National H & W Fund and approved by the Trustees of the NTPH & WTF.

The Company and Union recognize this Letter of Understanding is being agreed to with the expectation that the reserves of the NTPH&WTF may no longer be available to fund ancillary benefits prior to the expiration of the current CBA. In the event the resolution set forth above does not resolve that issue, the parties agree to meet and bargain over alternative resolutions to ensure the provision of ancillary benefits during the life of the CBA.

Company

Union

Dated: _____

Dated: _____

Letter of Understanding
By and Between Superior Linen Service
and
United Food & Commercial Workers Local 21
Uniform Policy CBA Negotiations 2021-2024

The Employer shall notify the Union and employees thirty (30) days prior to implementing a uniform policy. The Employer shall provide employees with uniform tops prior to implementing a uniform policy. The Employer shall provide each employee with a replacement uniform top upon request, upon presentation of the uniform top showing that it is no longer useable due to normal wear.