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# **Collective Bargaining Agreement**

**By and Between**

**Aramark Uniform and Career Apparel, LLC**

**And**

**United Food and Commercial Workers  
Union,  
Local Number 3000 ~~21~~**

**Kent, WA  
Everett, WA  
Tacoma WA**

**August 31, 2022~~19~~, through September 02, 2025~~2~~**

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## AGREEMENT

Aramark Uniform and Career Apparel, LLC  
and  
United Food and Commercial Workers Union, Local 3000\_24

This Agreement made and entered into this August 31, September 3, 2022 2019 by and between Aramark Uniform and Career Apparel, LLC., a Delaware Corporation, a wholly owned subsidiary of ARAMARK Corporation, a Delaware Corporation, on behalf of its Washington facilities located in Kent – 7810 So. 228<sup>th</sup> Street, Kent, WA (MC 512), Tacoma – 6445 South Adams, Tacoma, WA (MC 660) and Everett -7200 Hardeson Road, Everett, WA (MC 655), hereinafter referred to as the COMPANY, and United Food and Commercial Workers, Local 3000\_24, of Seattle, Washington, hereinafter referred to as the UNION.

## ARTICLE 1. - RECOGNITION AND UNION SECURITY

1.1 Bargaining Unit The Company recognizes United Food and Commercial Workers Union, Local 3000\_24, as the sole and exclusive collective bargaining agent and representative for all employees working in classifications listed under this Agreement.

1.2 Union Security After (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.

1.3 Upon receipt of a letter requesting termination of an employee who has not complied with Article 1.2 of the Agreement, the Company shall (on the same date, if the employee is working on that date) immediately notify such employee that if he/she has not complied with the Union membership requirements of Article 1.2 of the Agreement within fourteen calendar days from the date of written request for termination, his/her employment shall automatically be terminated.

**Master Lists/Status Reports:** Each month, the Company shall provide an electronic report of all changes to the bargaining unit. Such report shall include the employee's first name, middle initial and last name, social security number, home address (including city, state and zip), home phone number, cellular phone number, personal email address, date of birth, as provided to the Company, work location, department, job classification, wage rate, FTE status (or hours per week), bargaining unit/union contract, company employee number, shift, date of hire, date of re-hire or date transferred into the bargaining unit and/or date of termination or date transferred out of the bargaining unit.

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1.5 New Employee Orientation- The Company will allow the Union Representative or Union Steward a thirty (30) minute meeting with new employees at the end of orientation. The meeting will be on the new employee's paid time. The Employer shall provide the newly hired employee a copy of the contract and a link to the Union's new employee orientation page: <https://www.ufcw3000.org/new-members>.

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<b>ARTICLE 2. – DUES CHECKOFF</b>
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2.1 Dues/Initiation Fees: During the term of this Agreement, the Company shall deduct all Union dues and fees from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Company, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union within five (5) business days by check payable to its order. Included with the check the Company shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, social security number, and dollar amount deducted by pay period. Upon issuance and transmission of a check to the Union, the Company's responsibility shall cease with respect to such deductions.

The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Company harmless from all claims, demands, suits or other forms of liability that shall arise against the Company for or on account of any deduction made from the wage of such employee.

2.2 Political Action Fund Deductions: The Company shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. Deductions will be promptly transmitted to the Union within five (5) business days by check payable to its order. Included with the check the Company shall provide the Union a separate list of all employees using payroll deduction. The list shall be transmitted electronically and shall include employee's name, social security number, and dollar amount deducted by pay period.

The Union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Company harmless from all claims, demands, suits or other forms of liability that shall arise against the Company for or on account of any deduction made from the wage of such employee.

<b>ARTICLE 3. - WORKWEEK</b>
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3.1 Except for holiday weeks, forty (40) hours shall constitute a guaranteed week's work for all first shift employees, if such work is available, to be worked between the hours of 4:00 a.m. and 7:00 p.m., scheduled either Monday through Friday or Tuesday through Saturday. Time and one-half (1 ½) to be paid for all hours worked in excess of forty (40) hours in one week or in excess of eight (8) hours in one day.

For employees regularly scheduled Monday through Friday, Saturday work is at the rate of time and one-half (1 ½). For employees regularly scheduled Tuesday through

Saturday, Monday work is at the rate of time and one-half (1 ½). All time worked on Sunday shall be paid for at double (2) time.

All full-time employees reporting for work shall be guaranteed not less than eight (8) hours' employment, if such work is available, on the day of reporting, except for new inexperienced employees. Time and one-half (1 ½) and double (2) time shall apply to employees' regular straight time rates of pay, there shall be no pyramiding of overtime.

3.1.1 Subject to the needs of business, the Company may operate departments on the basis of one (1) hour earlier starting time, provided the Union is notified of such operational change in advance.

3.1.2 The Company will provide employees their scheduled start time for the following week by the end of the shift on Thursday. The Company reserves the right to change said start times to meet the needs of the business, as determined by the Company, in such event the Company will endeavor to advise the affected employees of said change twenty-four (24) hours in advance of the change in start-time.

3.2 The second shift may start within thirty (30) minutes of the end of the first shift. Except for holiday weeks, thirty-two (32) hours shall constitute a guaranteed week's work, if such work is available, between Monday and Friday or Tuesday through Saturday. Second shift employees shall receive a premium pay of fifteen cents (\$0.15) per hour over regular scale. Part-time employees may be used on the second shift, but shall receive premium pay of fifteen cents (\$0.15) per hour over part-time scale.

3.3 Part-time Employees – A part-time employee shall work the hours scheduled by the Company and is not subject to the guaranteed workweek for the regular first and second shift employees except that: All part-time employees reporting for work shall be guaranteed not less than four (4) hours' employment on the day of reporting. It is agreed that part-time employees shall constitute not more than ten percent (10%) of the total production employees. Part-time employees may be assigned to either first or second shifts.

3.3.1 Part-time scale shall be a rate of five percent (5%) over regular scale. No employees who were hired prior to the ratification of this Agreement (1979) may be assigned to a part-time basis except by mutual agreement between the Union and the Company. Part-time employees shall receive pro rata vacation if eligible. The Company shall be exempted from paying any contribution into the Health and Welfare Plan for any employee in any month when said employee has not worked at least eighty (80) hours in the previous month. Sick leave and paid leave for death in the immediate family shall not apply to part-time employees. Pro rata holiday pay will be paid in accordance with the following formula: The pro-ration will be hours worked in the previous month, divided by 173, multiplied times eight (8) hours of straight time, i.e.,

$$\frac{90 \text{ hours}}{173} \times 8 \text{ hours' pay} = \text{holiday pay}$$

3.4 Full-time employees shall be allowed a ~~fifteen ten~~ (15 10) minute rest period during the first half of any shift and a ~~fifteen ten~~ (15 10) minute rest period during the second half of any shift. Part-time employees shall be allowed a ~~fifteen ten~~ (15 10) minute rest period every four (4) hours worked or major portion thereof.

3.5 Regarding overtime, if less than a full crew of a work-station is needed, the Company 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, the Company shall endeavor to notify affected employees no later than the last scheduled break of the day, unless the requirement for overtime is caused by an emergency, such as loss of power.

The Company shall endeavor to notify employees of Saturday work by close of business Thursday and close of business Friday for Sunday work.

3.6 Notwithstanding the overtime provisions of Section 3.1, the Company posts a 4-10 work schedule, then employees shall be paid at one and one-half (1 ½) 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.

3.7 In the event Company obtains “new service agreements” for which weekend service is necessary in order to avoid purchase or maintenance of excessive inventory by the Company or the customer, it may schedule employees on Saturdays at straight-time and Sunday at straight-time plus twenty-five cents (\$0.25) per hour to work on such business only. Employees scheduled under this section shall be given either Monday and Tuesday or Thursday and Friday off.

3.8 A third shift may be added within the hours of 9:00 p.m. to 6:00 a.m. Third shift employees shall receive a premium pay of twenty-five cents (\$0.25) per hour over the minimum contract rate. Only those employees earning less than \$0.25 above the applicable minimum contract rate will receive an increase as a result of this provision.

3.9 Shift differentials are paid based upon the majority of hours worked.

**ARTICLE 4. - SENIORITY**

4.1 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 ninety (90) days of employment shall be a probationary period, unless specifically advised by the Company of an extended probationary period not to exceed an additional thirty (30) days, the conditions of which will be specified in writing to the Union, 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 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 three (3) month duration;
4. Illness or accident of 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 regular assigned duties of the classification which was their regular classification at the time such absence began, unless otherwise mutually agreed to between the Company and the Union.

4.2 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.

4.3 In the layoff and recall of employees, seniority shall be observed, providing the employee is qualified, as determined by the Company, to perform the available job. Layoff and recall shall be handled on a plant-wide basis.

4.4 Where a promotional opportunity (increase in pay) occurs and the skills and abilities of the applicants are, in the Company's judgment, equal, seniority shall be utilized in selecting the person for the job.

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

4.6 Any employee given a job vacancy as provided herein shall be permitted to return to a job of equal pay within thirty (30) days of their filling the vacancy. This provision will not be applicable to employees who apply for such vacancy.



4.7 Seniority shall also be applicable with respect to employee's preference for vacations by departments within a plant, and to shift assignments; provided that the

Company may assign senior experienced employees to shifts and work week schedules where production requirements make a particular assignment necessary.

**ARTICLE 5. - HOLIDAYS**

5.1 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. The holidays to which this apply shall be the following:

- |                |   |
|----------------|---|
| New Year's Day | Labor Day   |
| Memorial Day   | Thanksgiving Day  |
| Fourth of July | Christmas Day   |
|                | (1) Floating Holiday Awarded on employee's anniversary date |

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

5.3 It is agreed that holiday pay shall be paid to each employee except those who absent themselves two (2) days after a holiday or the Wednesday, or three (3) scheduled work days prior to the holiday. Where there is one occurrence of tardiness on a workday during the week of, or the week prior to the holiday week and wherein that occurrence is less than one hour, such single tardiness shall not affect an employee's holiday eligibility.

5.4 Notwithstanding Section 5.3, it is agreed that holiday pay shall be paid in the event an employee is excused in writing by the Company, is on vacation, or funeral leave in accordance with Article 10.

5.5 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 (1 ½) except where a holiday falls on a Saturday, 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.

5.6 Employees employed with the Company prior to this Agreement that have 15 years continuous employment shall receive one additional floating holiday.

**ARTICLE 6. - VACATIONS**

6.1 It is agreed that all employees who have been in the continuous employment of the Company shall earn upon their anniversary date a paid vacation in accordance with the following schedule:

- After one (1) year employment - one (1) week
- After two (2) years employment - two (2) weeks
- After eight (8) years employment - three (3) weeks
- After eighteen (18) years employment - four (4) weeks

\* On the Friday of the week of an employee's anniversary date, the Company will provide said employee a statement of earned vacation

6.2 Employees hired after the execution of this Agreement shall have their 1<sup>st</sup> year's vacation prorated from their hire date through December 31<sup>st</sup> of that year. Thereafter, their vacation earn date will be January 1<sup>st</sup> of each year. Said proration will be based upon one twelfth (1/12) of the schedule noted in 6.1 of this Agreement, for each one hundred seventy three hours worked, up to a maximum of one (1) week.

6.3 All part-time employees who have been in continuous service for one (1) year with the same Company shall receive pro rate vacation pay based upon one twelfth (1/12) of the schedule noted in 6.1 of this Agreement, for each one hundred seventy three hours worked.

6.4 The Company shall post a vacation schedule between December 1st and December 15th for all employees, granting employees with the most seniority preference on a departmental basis. The vacation schedule will identify weeks available for scheduling and the maximum number of employees that will be scheduled off in each week, based on business requirements. The schedule will be available for review by January 1st.

Employees shall be granted their preference for up to two (2) consecutive weeks, by seniority. After all employees have made their first vacation selection, the remainder of accrued vacation may be scheduled, by seniority.

Where applicable, the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) weeks are to be mutually agreed upon between the Company and the employee. Subject to approval by the Company, any employee with nine (9) years of seniority may schedule a three-week vacation during off-peak (as determined by the Company) times of the year and any employee with eighteen (18) years of seniority may schedule a four-week vacation during off-peak time of the year.

Employee's request for vacation after January 1st shall be made on a first come first served basis.

Any change in the vacation schedule as posted must be made with the Employee's consent.

6.5 No employee shall be entitled to vacation pay in lieu of vacation.

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

6.7 The Company shall pay vacation pay at the employee's rate of pay at the time the vacation is taken.

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

**ARTICLE 7. - WAGES**

7.1 The terms herein are intended to cover only minimums in wages, hours, working conditions, benefits and other terms and conditions of employment, and the Company 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 and shall provide notice to Union. No premium shall be taken away thirty (30) days prior to or after the expiration date of the contract.

7.2 The job classifications for Kent, Everett and Seattle shall be: Combination Washroom Operator, Head Marker/Distributor, Marker/Distributor, Flat Load Make-Up and All Other Classifications.

<u>Everett, Kent, Tacoma</u>				
	<u>Current</u>	<u>9/3/2022</u>	<u>9/2/2023</u>	<u>9/7/2024</u>
		\$2.00	\$1.00	\$1.00
<u>Combination Wash Room Operator</u>	<u>\$16.39</u>	<u>\$18.39</u>	<u>\$19.39</u>	<u>\$20.39</u>
<u>Head Marker/Distributor</u>	<u>\$15.48</u>	<u>\$17.48</u>	<u>\$18.48</u>	<u>\$19.48</u>
<u>Marker/Distributor</u>	<u>\$15.27</u>	<u>\$17.27</u>	<u>\$18.27</u>	<u>\$19.27</u>
<u>Flat Load Make-up</u>	<u>\$15.33</u>	<u>\$17.33</u>	<u>\$18.33</u>	<u>\$19.33</u>
<u>All other classifications</u>	<u>\$15.27</u>	<u>\$17.27</u>	<u>\$18.27</u>	<u>\$19.27</u>

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<b>Everett and Kent</b>			
	<b>Current</b>	<b>9/5/2020</b>	<b>9/4/2021</b>
		\$0.80	\$0.50
Combination Wash Room Operator	\$15.09	\$15.89	\$16.39
Head Marker/Distributor	\$14.18	\$14.98	\$15.48
Marker/Distributor	\$13.97	\$14.77	\$15.27
Flat Load Make-up	\$14.03	\$14.83	\$15.33
All other classifications	\$13.97	\$14.77	\$15.27
<b>Tacoma</b>			
	<b>Current</b>	<b>9/5/2020</b>	<b>9/4/2021</b>
		\$0.80	\$0.50
Combination Wash Room Operator	\$14.75	\$15.55	\$16.05
Head Marker/Distributor	\$14.02	\$14.82	\$15.32
Marker/Distributor	\$13.77	\$14.57	\$15.07
Flat Load Make-up	\$13.80	\$14.60	\$15.10
All other classifications	\$13.78	\$14.58	\$15.08
<p><del>In lieu of a September 2019 increase, on October 01, 2020, employees shall receive an hourly amount of \$0.30 per hour retroactive to September 07, 2019.</del></p>			

7.3 It is agreed that where employees are 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.

7.4 During their first twelve calendar months of employment, employees shall be paid the following percentages of the hourly wage rates and lump sums set forth in Section 7.2.

Duration of Employment	Percent
First four (4) months	80%
Second (4) months	85%
Third (4) months	90%
Fourth (4) months	95%
Sixteen (16) months and thereafter	100%

Rates of pay shall comply with local, state and federal minimum wage statutes.

7.5 Minimum lead differential shall be a total of \$1.00 above the contract rate or the rate of pay, less any previously applied differential(s), assigned to an employee earning more than contract rate.

Upon ratification, the minimum lead pay differential shall be a total of \$1.50 above the contract rate or the rate of pay, less any previously applied differential(s), assigned to an employee earning more than contract rate.

Effective January 01, 2024, minimum lead differential shall be a total of \$2.00 above the

contract rate or the rate of pay, less any previously applied differential(s), assigned to an employee earning more than contract rate.

~~7.5—Effective September 26, 2020, the minimum lead pay differential shall be a total of \$0.75 above the contract rate or the rate of pay, less any previously applied differential(s), assigned to an employee earning more than contract rate.~~

~~Effective January 02, 2021, minimum lead differential shall be a total of \$1.00 above the contract rate or the rate of pay, less any previously applied differential(s), assigned to an employee earning more than contract rate.~~

~~Individuals employed at the time of ratification of this Agreement and remaining in the employment of AUCA through December 10, 2021, shall receive a one-time lump sum of the gross amount of \$325.00 following the first (1<sup>st</sup>) complete pay period of December 2021.~~

## ARTICLE 8. - HEALTH AND WELFARE

8.1 For purposes of this Article, all eligible employees shall mean all employees of the Company who worked eighty (80) hours or more in the preceding month, excepting only new personnel who have been employed in the Laundry Industry for a period of less than sixty (60) days. Such new personnel shall become eligible employees upon the first day of the second calendar month coinciding with or next following the date the employee completes sixty (60) days of employment as an eligible employee. It is understood that an employee transferring from one plant to another is covered from the date of the employment and does not come within the sixty (60) day limitation relating to new personnel. It is understood that an employee transferring from one plant to another who has achieved eligibility is covered from the date of the employment and does not come within the limitation relating to new personnel. It is understood that if a regular employee does not qualify because of sickness or disability, the Company will be obligated to continue to provide health and welfare coverage through UFCW National Health & Welfare Trust Fund for up to three (3) continuous months' payments. Such payments are not intended to be in addition to payments, if any, required by the F.M.L.A.

8.2 The Company agrees to pay monthly contributions to the UFCW National Health & Welfare Trust Fund for all its eligible employees who receive compensation as provided for hereinafter.

8.3 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. In that event the parties will meet to renegotiate the economical portions of this Agreement.

8.4 **Calculation of Employee Eligibility and Contribution Amounts.** The Parties to this Agreement recognize and adopt the Trust Fund's eligibility rules which require an accumulation of ~~1200 hours~~ 120 days of service to obtain eligibility for employee-only benefits under the Trust Fund benefit plan (not including the required one-month lag period).

8.5 **Current Employees.** Upon accumulation of 120 days ~~0~~ compensable hours of service, an employee shall be deemed a regular employee and the Company contribution rates described herein shall be paid for which an employee earns eighty (80) hours or more of compensable service.

8.6 It is understood that an employee transferring from one plant to another who has achieved eligibility as provided for herein, is covered from the date of employment and shall not be deemed a new employee for purposes of application of the payment calculation. It is further understood that if a regular employee does not qualify because of sickness or disability, the Company shall be obligated to continue to pay required contributions as calculated herein as if the employee had worked eighty (80) hours or more for up to three (3) continuous months of payments. Such payments are not intended to be in addition to payments, if any, required by F.M.L.A, provided that the Company recognizes its obligation(s) to provide benefits described in this section for use by an employee and/or dependents as provided for by the Family Medical Leave Act.

8.7 **Supplemental Contributions.** This Agreement authorizes the Company to deduct from pre-tax compensation additional sums as may be elected by a covered employee for certain Trust Fund benefit coverage beginning with the first month of Trust Fund eligibility following the Trust Fund lag month. All Company contributions and any additional wage calculations owing to the Trust Fund shall be deemed Company Contributions for reporting and recordkeeping by the Trust Fund. Upon appropriate election for coverage by a covered employee, any failure by the Company to make the appropriate internal compensation calculation and/or payment to the Trust Fund shall nevertheless be deemed a Company payment obligation to the Trust Fund.

8.8 All supplemental Company contributions as provided for in this Agreement shall begin effective with the first month of eligibility following the Trust Fund lag month.

8.9 Notwithstanding the foregoing provisions, if any employee shall be disentitled to benefits under the Trust Fund by reason of an Company's delinquency or non-payment of contributions, such Company shall be liable to such employee for the full amount of the lost benefits together with reasonable attorney's fees and costs. Acceptance of payment by the Trust Fund or later collection of delinquent amounts owing shall not absolve the Company of this liability.

8.10 If the foregoing Company contributions are not enough to adequately fund the benefit levels, the trustees shall make adjustments to benefit levels and/or employee contribution rates so that the benefits are adequately funded. In that event the parties will meet to renegotiate the economical portions only of this Agreement.

8.11 The Company shall pay the following total monthly premium amounts unless otherwise notified by the Fund of differing premium rates:

Single:       \$~~757.84~~ ~~559.78~~  
per month  
Family:       \$~~796.40~~ ~~588.25~~  
per month

8.12       8.12 The Company/Employee portion of the total premiums shall be as follows:



<u>Maintenance of Benefits Cost Share</u>		<u>Effective</u>
	<u>CURRENT</u>	<u>1/4/2025</u>
<b><u>Employee Only Election:</u></b>		
<u>Employee Portion as a Percent</u>	<u>8%</u>	<u>13%</u>
<u>Company Portion as a Percent</u>	<u>92%</u>	<u>87%</u>
<b><u>Employee + Dependent(s) Election:</u></b>		
<u>Employee Portion as a Percent</u>	<u>12%</u>	<u>13%</u>
<u>Company Portion as a Percent</u>	<u>88%</u>	<u>87%</u>

8.12 ~~\_\_\_\_\_~~ The Employee portion of the total premiums shall be as follows:

~~Through 12/31/21, 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 01/01/22, eligible employees electing medical coverage shall share in the cost of said coverage as follows:~~

~~Single: 8% of the applicable cost Family: 12% of the applicable cost~~

## ARTICLE 9. - PENSION

9.1 Acceptance of Trust Agreement: The Company and the Union agree to be bound by the terms of the Trust Agreement, which created the Retail Clerks Pension Trust, as initially executed on January 13, 1966 and assumed by the Sound Retirement Trust, by all subsequent revisions or amendments thereto, and by all policies and other conditions of participation and eligibility, which may be established from time to time by the Sound Retirement Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Company accepts the Company Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

9.2 Notwithstanding the foregoing Section, the Board of Trustees of the Sound Retirement Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred seventy three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Company's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

9.3 The Union accepts the Labor Organization Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for the purposes of managing the Trust.

- a) All contributions shall be paid on compensable hours with a maximum of one hundred seventy three (173) hours per calendar month per employee.
- b) The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.
- c) The contribution referred to shall be computed monthly and the total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last day of the month in which the contributions were earned.

d) Notwithstanding the foregoing Section, the Board of Trustees of the Retail Clerks Pension Trust shall have the authority to establish and enforce a method for reporting contributions on an accounting period basis, rather than a calendar month basis. In such a case, the one hundred seventy three (173) hour maximum shall be appropriately adjusted, as directed by the Trustees, provided that in no event shall the Company's total obligation be different than what it would have been on a calendar basis. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

**9.4 Payment Required**

a)      Until the effective date of the new future service defined benefit variable plan under Section 7.6, the Company will continue to make contributions to the Sound Retirement Trust as described in this Section and the Company's active participants will continue to earn benefit accruals until such effective date. The Company shall make contributions on behalf of all eligible employees to the Sound Retirement Trust under this Section:

	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
<u>Base</u>	<u>\$0.07</u>	<u>\$0.07</u>	<u>\$0.07</u>	<u>\$0.07</u>
<u>Pre-Rehab Rate</u>	<u>\$0.18</u>	<u>\$0.18</u>	<u>\$0.18</u>	<u>\$0.18</u>
<u>Current Rehab Rate</u>	<u>\$1.056</u>	<u>\$1.192</u>	<u>\$1.222</u>	<u>\$1.252</u>
<u>TOTAL</u>	<u>\$1.306</u>	<u>\$1.442</u>	<u>\$1.472</u>	<u>\$1.502</u>

a)

b)      b) The parties hereby adopt the Preferred schedule under the Rehabilitation Plan of the Sound Retirement Trust, as updated in December, 2019, with the Preferred schedule to be effective with respect to those subject to the terms of this collective bargaining agreement as of the date stated in the Rehabilitation Plan and selected Schedule and the Company shall contribute in accordance with such schedule. In accordance with that Schedule, the Company also shall make such additional supplemental contributions in addition to the base contributions as described under 9.4(e). It is recognized and agreed that said supplemental contributions will not result in any pension credit for the covered employees.

c)      c) Upon the effective date of the new future service defined benefit variable plan under Section 9.5, future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the Company's base

contribution for the SRT for the Company's employees is discontinued once future benefit accruals commence under the VAP and the hourly contribution rates paid to the SRT will be reduced by this adjusted base contribution under Section 9.4(a).

d)a) The Company will continue to contribute to the SRT and not incur a withdrawal from the SRT solely as a result of the cessation of future benefit accruals under the SRT.

e)b) The SRT Company liabilities will be funded under an updated Rehabilitation Plan designed with the objective that the Plan will move to the green zone and achieve 102% funding by 2030. This updated Rehabilitation Plan will include the current scheduled increases plus an additional contribution of three (\$.03) cents per hour in annual increases over a new ten-year period beginning January 1, 2020 (January hours/February payment). Such accelerated funding in this agreement shall apply to the SRT liabilities and shall remain in effect regardless of the Zone status of the Plan.

f)c) The Company shall continue to pay all of the scheduled contribution increases under the updated Rehabilitation Plan, as set forth above, through the term of this CBA (August 31, 2019 – September 02, 2022), regardless of the zone status of the SRT. All hourly contributions to the SRT shall continue to be made on behalf of all compensable hours above regardless of whether the employee participates in the SRT prior to the freeze date. In addition, the Parties ask the Trustees of the Plan to explore adopting specific language that all additional contributions will not be used in calculations of the Company's share of the unfunded vested benefits, to the extent permitted by law.

g)d) The parties will cooperate in seeking approval by the relevant parties for this global solution.

h)e) This agreement is contingent on the bargaining parties reaching an overall collective bargaining agreement, including an agreement between the Company and the Union for a new future service defined benefit variable plan for all current employees affected by this transfer. If either the SRT or the UFCW Consolidated Fund does not approve the global solution, the bargaining parties will meet to discuss other alternatives.

## 9.5 9.5 CONTRIBUTIONS TO VAP

a)f) Variable Annuity Plan. As of the effective date of the new future service defined benefit variable annuity plan (VAP), future service benefit accruals will be earned in the VAP, a multi Company variable annuity defined benefit plan. Participants' service earned under the Sound Retirement Trust (SRT) and the VAP will be recognized for participation, vesting and benefit eligibility purposes in

both plans. In the event of a short plan year running from the transfer date to December 31, the benefit guarantee will apply for the short plan year and the subsequent initial full plan year ending December 31, 2021. The VAP shall operate on a calendar plan year basis.

b.) The Company will contribute ~~eight hundred seventy five ten thousandths of a dollar (\$.0875 cents) per hour for each eligible active participant to the VAP, commencing with the effective date and~~ fifteen cents (\$.15) per hour for each eligible active participant to the VAP, effective January 1, 2022. ~~Notwithstanding the above, for the term of this contract, in no event shall the contribution be less than 125% of the base contribution to the Sound Trust as of the effective date of the VAP. All actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.~~

~~In addition, the Company will contribute three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the VAP through the end of the initial first full Plan Year.~~

c.) The eligibility, rights and features of the benefit design of the VAP on the effective date of the VAP will replicate the current benefit design of the SRT, except that the benefit accrual will be based on a formula that utilizes total contributions made on the employee's behalf and a percentage accrual factor that reflects the VAP characteristics (to be reviewed jointly by the parties). For the short plan year and the first full plan year, there shall be a floor benefit and the benefit accrual of the VAP cannot be less than what the participant would have earned in the same period under the SRT benefit formula. Thereafter, the earned benefit accrual will be adjusted annually up or down based on performance to a 5.5% hurdle rate which will also be used to discount the benefit liabilities.

d.) The Company agrees to promptly provide, on a periodic basis, such salary data for employees intended to be covered by the VAP to allow the actuaries for the parties developing the VAP to determine the benefit accrual rate from the VAP that can be funded with such contributions determined above and in the future as the VAP operates to allow administration of the VAP.

e.) Contributions will be made on behalf of current active employees and future newly hired employees in classifications for whom contributions have been made under the current collective bargaining agreement and on the same compensable hour basis as contributions are currently made to the SRT. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.

~~f.) The benefit accrual under the VAP will be periodically reviewed (but at least every three (3) years) to ensure that the plan is designed to maintain full funding of all benefit liabilities, with the first review no later than December 31,~~

~~2021. Notwithstanding the above, for the term of this contract, all actuarial assumptions of the plan will be reviewed and adjusted as necessary on an annual basis for the term of this CBA.~~

~~g.) Annual benefit improvements will be capped at 3.0% above the 5.5% hurdle rate. Any surplus investment return between the 5.5% and the 8.5% cap will fund benefit improvements and any surplus investment return over 8.5% shall be allocated to the stabilization reserve.~~

~~h.) The VAP board of trustees will formulate a stabilization reserve policy which will define the board's discretion to manage the stabilization reserve and determine how and when it is used to support benefit accruals in years in which the plan investments underperform the hurdle rate. The Company will contribute to the stabilization reserve an additional three (\$.03) cents contribution from the effective date of the VAP for the term of the Agreement (August 31, 2019—September 01, 2022).~~

~~i.) It is the intent of the parties that the stabilization reserve policy will be used to stabilize benefits for active and retired participants in the event of returns of 2% or lower ("the Floor Return") and maintained in order to address the VAP investment and demographic experience and the level of assets/benefits accrued under VAP. It is not the intent that the stabilization reserve be used in the event of investment returns higher than the Floor Return.~~

~~j.) The Governance of the VAP will be modeled after the SRT Trust Agreement document, as appropriate and agreed to by the plan sponsor.~~

## ARTICLE 10 – SICK LEAVE

10.1 Each eligible employee (as defined in Section 8.2 of Article 8) shall accumulate sick leave at the rate of one hour for every forty (40) hours worked or as specified in the Washington State Paid Sick Leave law, if the law is more generous. Employees are entitled to use accrued paid sick leave beginning on the ninetieth (90) calendar day after beginning employment. Except as provided in this Agreement, sick leave is to be paid at the employee's then-current rate of pay and may be used only for those purposes authorized by Washington State law.

10.2 Washington Paid Family and Medical Leave. Employees may be eligible to receive Paid Family and Medical Leave ("PFML") benefits from the Washington Employment Security Department ("ESD") under the terms and conditions of the PFML law.

**ARTICLE 11. - FUNERAL LEAVE**

11.1 If an eligible employee covered by this Agreement suffers a death in the immediate family, such employee shall be entitled to three (3) working days off with pay, provided that the employee attends the funeral. If the funeral takes place outside of the country, employees shall be given two (2) additional days without pay if the employee has available sick or vacation time to cover the two (2) additional days; such time must be used to cover the additional two (2) days.

11.2 Immediate family shall be defined as wife, husband son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepchildren, and grandparents of the employee. Eligible employees are those defined in Section 8.2, Article VIII.

**ARTICLE 12. - JURY DUTY**

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

**ARTICLE 13. - TIME CLOCK RECORDS**

13.1 Uniform payroll records shall be established and maintained by the Company. During normal business hours, the Union shall be allowed, upon advance notice, to examine the payroll records of the employees covered by this Agreement.

13.2 Each Company having a time clock in his plant shall require that each and every employee punch his own time card and shall report each and every violation to the Business Representative of the Union.

**ARTICLE 14. - GENERAL CONDITIONS**

14.1 Paychecks - All employees shall be paid either every week or every other week by payroll check. The employees currently receiving weekly pay shall be notified six (6) months prior to the change.

14.2 Final Pay - Any employees laid off, discharged, or who quit of their own volition, shall receive all wages and personal property, the following payday, except in cases of emergency, at which time the employee shall be paid in full on the date of termination.

14.3 Safety - No employee shall be required to work in any plant that should be deemed unsafe by OSHA or WISHA inspectors.

14.4 Uniforms - Whenever any Company demands the wearing of uniforms, apparel, or caps of a special design, type, or color, such Company shall furnish and launder such uniforms, etc., at the Company's expense, or reimburse the employee for such expense. Withholding money from an employee's final pay check because such employee fails to turn in all the uniforms issued to the employee shall not violate this Agreement.

14.5 Picket Line - No Strike No Lockout - There shall be no strikes, sympathy strikes, or work stoppages during the life of this Agreement, provided 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 for discharge by the Company. The Company agrees not to lock out during the term of this Agreement, provided that any action by the Company 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 Company, shall not be deemed a lockout.

14.5.1 Healthcare Facilities - It is understood and agreed between the Company and the Union that continuation of service to healthcare facilities and nursing homes is essential to both parties, such healthcare facilities and 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 healthcare 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.

14.6 Discharge or Discipline - No employee having seniority shall be discharged or disciplined except for just cause and all terminated employees shall be advised of the reason(s) for termination.

14.7 Discrimination - The parties shall not unlawfully discriminate against any employee because of race, color, religion, sex, age, national origin, Vietnam Era Veteran Status, union or concerted activity, or other unlawful basis.



<b>ARTICLE 15. - GRIEVANCE PROCEDURE</b>
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15.1 Aramark will provide a written response to the grievance within fourteen (14) days.

Absent a response the Union may move the grievance to the next step. Any disputes involving the interpretation of this agreement must be verbally discussed between the employee and the supervisor prior to applying the below listed procedure:

**Company Manager:** Any dispute over the interpretation of this Agreement, must be submitted in writing to the local Company Manager, or his/her designee, within twenty-one (21) calendar days of the occurrence. Grievances involving discharge or suspension must be submitted, in writing, within twenty-one (21) calendar 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 Company received notice in writing of the claim.

**Step 2:** If the grievance is not resolved at Step 1, the Union has fourteen (14) calendar days from the date of Aramark's response to refer the matter to Step 2. The Company and the Grievance Representative of the Union shall make a good-faith effort to settle the grievance

**Step 3:** If the grievance is not resolved at Step 2, it may be referred to final and binding arbitration on the motion of either party no later than fourteen (14) calendar days from the conclusion of Step 2. 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 Company 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.)

<b>ARTICLE 16. - MANAGEMENT'S RIGHTS</b>
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16.1 The management of each Company and its operations, the direction of the work force, including the right to hire, retire, 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 determine the extent to which the plant shall be operated; the right to introduce new or improved production methods of processes or equipment, the right to decide the number and 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 Company, subject to the other provisions of this Agreement.

**ARTICLE 17. - SAVING CLAUSE AND SCOPE OF AGREEMENT**

17.1 It is further understood and agreed that in the event any provision or provisions herein contained should be declared invalid and unenforceable by any court or government agency of competent jurisdiction, the remaining provisions shall remain in full legal force and effect and binding on both parties hereto. Such provisions, if and when declared invalid and unenforceable, shall be immediately re-negotiated or abandoned.

**ARTICLE 18. – SUCCESSORS AND ASSIGNS**

18.1 This Agreement shall be binding and obligatory upon the assigns and successors thereto and each and every member now hereafter of the Union. In the event an Company covered by this Agreement sells any portion or all of his business during the life of this Agreement, such Company shall notify the Union prior to the new owners assuming the business. Failure to so notify the Union, the selling Company shall be liable for any violations of this Agreement committed by the purchaser for a period not to exceed sixty (60) days.

**ARTICLE 19. - CONTRACT PERIOD MODIFICATIONS AND TERMINATIONS**

Term: This Agreement and all of its provisions shall take effect on the 3<sup>rd</sup> day of September ~~31<sup>st</sup> day of August, 2022~~19, unless otherwise specifically provided, and shall remain in effect through the 5<sup>th</sup> 2<sup>nd</sup> day of September 2025~~2~~. It shall continue in effect from year to year thereafter unless notice is given in the manner provided below.

Modification or Amendment: Not more than ninety (90) days nor less than sixty (60) days prior the end of the original term hereof or prior to the end of any yearly period thereafter, as the case may be, either party may give the other written notice of its desire to modify or amend this Agreement.

Should negotiations commence to amend or modify this Agreement the entire Agreement shall be extended and remain in full force and effect during the period of such negotiations until such time as the parties finalize and sign a new Agreement.

Either party may terminate the Agreement during the extension period herein by providing written notice to the other. The Agreement will be deemed terminated ~~twenty-one fourteen~~ (2144) days after such notice of termination is received.

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

United Food and Commercial Workers  
Union, Local ~~3000~~ 21

\_\_\_\_\_  
Chuck Kellogg  
Director, Employee and Labor Relations

\_\_\_\_\_  
Evelyn Orantes-Fogel  
Negotiator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Kophs  
Vice-President of Operations

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING - DRUG AND ALCOHOL POLICY**

Employees shall be subject to the Company's Drug and Alcohol Policy and any modifications or amendments that the Company puts into effect during the term of the collective bargaining agreement. Prior to implementing the Drug and Alcohol Policy and any modifications or amendments, the Company will provide copies to the Union and, at the request of the Union, the opportunity to bargain. Any request to bargain must be received by the Company within fifteen (15) working days after receipt of the proposed changes by the Union.

Aramark Uniform and Career Apparel, LLC  
Workers

United Food and Commercial  
Union, Local 21

\_\_\_\_\_  
Chuck Kellogg  
Director, Employee and Labor Relations

\_\_\_\_\_  
Evelyn Orantes-Fogel  
Negotiator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Kophs  
Vice-President of Operations

Date: \_\_\_\_\_