

K# 9956

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LABOR AGREEMENT

BETWEEN

G&K SERVICES Co., LLC
(a wholly-owned subsidiary of Cintas Corp. No. 2)

LAS VEGAS NEVADA

AND

CULINARY WORKERS UNION LOCAL 226

June 1, 2018- May 31, 2021

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WITNESSETH

It is the aim and purpose of this Agreement to assure industrial peace and efficient economical and profitable production, enabling the employees and the Employer to provide, so far as economic conditions may permit, security and continuity of employment therefore, the Employer and the Union should have a common and sympathetic interest in the industry, a working system and harmonious relations which are necessary to improve the relationship between the Employer, and the Union, the employees of the Employer, the customers, and the public.

WHEREAS, pursuant to a valid reopening notice served upon the Employer by the Union, the parties have by negotiations and collective bargaining reached complete agreement concerning hours of work, working conditions, rates of pay, classifications, and other related negotiable subjects to be incorporated into the new Labor Agreement which shall supersede all previous agreements between the parties;

NOW THEREFORE, in consideration of these premises and mutual promise contained herein, the parties do hereby agree as follows:

AGREEMENT

This Agreement is made and entered into this 1st day of June 22018, by and between G&K SERVICES Co., LLC (a wholly-owned subsidiary of Cintas Corp. No. 2) located at 4670 Vandenberg Drive, North Las Vegas, 89081, hereinafter referred to as the "Employer", and Culinary Workers Union, Local 226 and UNITE HERE hereinafter referred to as the "Union".

ARTICLE 1: RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer performing work within the job classifications listed herein during the term of this Agreement or any renewals or extensions hereof, will recognize no other Union as the bargaining representative for such employees.

ARTICLE 2: HIRING PROCEDURE

The Employer will promptly furnish the Union with the name, address, and hire and termination dates of each employee and an executed copy of all wage assignments executed by employees. Upon making an employment offer, the Employer will notify the applicant to immediately go to the Union office to receive information on the union health benefits plan.

ARTICLE 3: UNION – SECURITY CHECK-OFF

The Employer will check off and remit to the Union by the fifteenth day of each month dues and initiation fees of the employees who have executed and furnished to the Employer a voluntary payroll deduction authorization in the form of Exhibit "1" attached hereto and by this reference made a part thereof.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken under the terms of this Article.

In the event that during the term of this Agreement, or any renewal or extension hereof in the manner specified herein, the applicable Federal or State Laws should be changed as to render a Union shop lawful, then, in such event, the parties agree to negotiate a lawful Union Shop provision.

The Employer shall deduct monthly dues to each employee covered by this Agreement and remit to the Union by the fifteen day of each month.

ARTICLE 4: SENIORITY

1. The Employer and the Union agree to recognize the principle of Seniority regarding layoffs, rehires, promotions and days off with the following factors considered:
 - a. Knowledge, skill, and efficiency for the job.
 - b. For the purpose of this article, efficiency shall be measured by a rolling four (4) months average of performance to production standards. Employees who maintain performance efficiency of 90% of standard are deemed efficient.
 - c. This article is contingent to the results of the Company time study; such study must be given to the Union no later than 90 days after the ratification of this Collective Bargaining Agreement. If the Union does not agree with the results of the studies the Union reserves the right to defer this to arbitration. If the Company fails to give such studies the current standard (see attachment) will prevail
2. The Seniority of an employee shall accumulate during the course of his employment as prescribed in the following regulations:
 - a. Each new employee shall have a sixty (60) day probationary period. However, the probationary period may be extended for an additional thirty (30) days by mutual agreement of the Employer and the Union. The discharge of a probationary employee during the probationary period is not a matter for grievance. Upon completion of the probationary period; seniority shall date from the last date hired.
 - b. Any employee reporting for military service of our country shall retain his seniority during his absence in accordance with the provisions of the Federal Selective Service Act.
 - c. Seniority of an employee who resigns or quits shall cease as of that date unless rehired within thirty (30) days.
 - d. Seniority of an employee who leaves the Employer to accept employment elsewhere shall cease as of that date.
 - e. Seniority of employees laid off shall be reinstated for the time worked (not period of layoff), provided they are reinstated within twelve months from that date of their layoff.
 - f. Seniority shall accumulate while an employee is absent for on – the – job injury until such time as he is found by a competent physician able to return to work or until such

time as a competent physicians rules him incapacitated for further work in the plant, unless the injury is the result of a violation of posted safety rules, or is the result of gross negligence. The employer agrees to provide a copy of the safety rules to the Union prior to posting.

- g. Seniority shall accumulate for a period not to exceed six (6) months for absences due to sickness.
- h. If an employee is transferred out of the bargaining unit for less than twelve (12) months, and later returned to the bargaining unit, he shall return with his seniority. This twelve (12) month limitation will not apply to employees returning to the bargaining unit because of economic reason. If an employee is returned after twelve (12) months because of economic reasons he shall return to the lowest job in the department he left.
- i. Layoff and recall, shall be decided by seniority regardless the shift with a single seniority list.
- j. In the event of lay off, temporary and probationary employees shall be laid off before non-probationary employees.
- k. Any dispute as to the interpretation or application of this Article shall be subject to the grievance and arbitration procedures contained in this Agreement.

ARTICLE 5: HOURS OF WORK AND OVERTIME

The following provisions are established for payroll calculation purposes only and shall not be construed as a representation or guarantee by the Employer of any time period of work or employment.

- a. The regular workday shall be eight (8) consecutive hours, excluding the lunch period.
- b. Five (5) eight – hour workdays shall constitute a regular week’s work, and a week is any seven (7) consecutive days. Regular days off shall be consecutive.
- c. All time worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week, or all time worked on the sixth consecutive day worked in the week, shall be paid for at the rate of time and one-half (1-½) the employee’s regular straight-time rate of pay. All time worked on the seventh (7th) consecutive day of the week shall be paid for at double (2 times) the employee’s regular straight-time rate of pay, provided the employee has worked the previous six (6) days. Involuntary layoff between consecutive days off shall apply to the working of scheduled overtime.
- d. The Employer shall use their best efforts to advise employees four (4) hours in advance of the need to work daily overtime.
- e. The Employer shall use their best efforts to advise employees twenty – four (24) hours in advance for work scheduled on the 6th or 7th consecutive day.

- f. Overtime scheduled on an employee's day off may be refused for bona fide emergency or valid medical, dental or personal appointments where the employee advised the Employer of such appointment or emergency at the time he is notified of the need for work on the employee's day off.
- g. Overtime assignments will be rotated on an equitable basis.
- h. Should an employee persistently refuse to work overtime when properly notified and scheduled, the employee may be subject to progressive discipline, up to and including suspension or discharge.
- i. Any employee who reports for work as scheduled or who reports for work pursuant to notification shall be provided with a minimum of four (4) hours work, except as provided for in Article 21 – Breakdown. In the event that no work for which the employee was scheduled or for which he was directed to report is available, the employee may be assigned to other work for which he may be reasonably qualified. In such case, the employee will be paid at his regular rate, or the rate of the job to which he is assigned whichever is the higher. In the event that no such work is available, the employee shall receive pay equivalent to that he would have received had he worked four (4) hours on his regular assignment. The above provisions of this section shall not apply when work is not available due to acts of God, fire, flood, power outages, or other conditions, causes or circumstances beyond the ability of the Employer to control. No work or reporting pay shall be provided for any employee who reports for work in an unfit condition.
- j. Except in cases of breakdowns or other circumstances beyond the control of the Employer, such as but not limited to acts of God, power outages, fires or flood causing an interruption in production, there will be no intermittent periods of unemployment during any one day. In such cases it is understood and agreed that employees will be paid during the period of the interruption on that particular day unless ordered to punch out. If employees do punch out and are ordered to return to work at a stated time later in the day and production is still not resumed, the employees shall be paid from the time they were ordered to return until work actually begins or until the end of their regularly scheduled shift on that particular day, whichever occurs first.
- k. An employee voluntarily missing a day during his assigned work week shall not receive premium pay as provided for in this Article.
- l. The Employer may establish a regular scheduled work week which includes four (4) working days of not more than ten (10) hours each day within five (5) consecutive days, Monday through Sunday. Work on the fifth day under this section would be at time and one – half (1 ½) pay. Work on the sixth and seventh days would be at double – time (2 X) pay. In the event the Employer exercises the four 10 – hour day option, he must give thirty (30) days written notice to the employees and the Union.

- m. The Employer may not compel, and no employee shall work, more than ten (10) hours per day, except in those cases where a production emergency has occurred and it is absolutely necessary to work overtime hours to satisfy the Employer's customer's sufficient needs. In such cases, the Employer will notify the Union and employees of the nature of the emergency and the overtime will be worked. Notwithstanding anything to the contrary in this Agreement, no employee shall be disciplined for failing to meet the Employer's production standards for any time worked in excess of ten (10) hours if the employee meets 85% of the normal production standards. Finally, no employee shall be compelled to work in the excess of the twelve (12) hours per day.

ARTICLE 6: PROMOTIONS AND JOB ASSIGNMENTS

Open jobs shall be posted on the Employer's bulletin board for a period of seventy-two (72) hours, not including Saturday and Sunday. All employees with at least Three (3) months of continuous service with the Employer may place their names on the bid list. The Employer shall choose from those bidding on the opening, such selection shall take into consideration seniority as well as qualifications for the position.

If the successful bidder fails to qualify on the new assignment or desires to voluntarily relinquish the new assignment within thirty (30) working days from the date the bid was awarded, the employee is to be returned to their former position and rate of pay. In the event that a successful bidder voluntarily requests the move back to their former position, the Employer may then assign an employee to fill the vacancy created. Only one bid per opening will be required.

If no one bids on an open job, the Employer will assign the least senior employee or hire a new employee.

Employees permanently transferred to a higher rated classification who qualifies therefore shall receive the rate of pay for the higher classification. Employees who are temporarily transferred to another classification shall be paid at the rate of pay for the classification where the majority of hours during the shift were worked.

Nothing herein shall prevent the Employer from making necessary cross-training assignments on a temporary basis in order to meet production requirements.

One bid per opening would be considered.

ARTICLE 7: HOLIDAYS

The following days shall be recognized as holidays for the purpose of this Agreement:

New Year	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Employee Anniversary
Labor Day	*Floating Holiday

* "The Employee's Anniversary and the Floating Holiday shall be scheduled by the employee in January or February and at the same time as he/she schedules his/her vacation time. By mutual

consent between the employee and the Employer, these Holidays may be added to the Vacation period earned as two extra days paid vacation.”

The established “HOLIDAY WEEK” is Sunday through Saturday.

* These Holidays both require a one- year qualification period of employment.

The above Holidays shall be paid providing the Employee qualified under the following condition:

- a. The employees have been on the payroll of the Employer for a thirty (30) calendar day period immediately preceding the Holiday.
- b. The employee shall have worked his last full scheduled shift prior to and his next full schedule shift following the Holiday.
- c. The employee must have worked the entire assigned shift of the Holiday week.
- d. Any employee who is schedule to work on a recognized Holiday and who then fails to report and perform such work shall not receive any pay for such Holiday.

Employees shall suffer no reduction in wages by reason of their not working on the Holidays above. Whenever an employee work on New Year’s Day, Thanksgiving Day or Christmas Day, or a Sunday immediately preceding or following said days he shall be paid for all time worked at double time, plus eight (8) hours pay for the Holiday. Whenever an employee works on Memorial Day, Independence Day, or Labor Day, or Sunday immediately preceding or following said days, he shall be paid for all time worked at the rate of time and one – half (1 ½), plus eight (8) hours pay for the Holiday. Except however, those employees whose regular schedule work week includes Sunday work would not be eligible for premium pay on the Saturday preceding or following the Holiday. Premium pay shall apply only to work performed on the Holiday or the day designated as the Holiday, not both.

Premium pay for the above Holiday shall be paid only if the employee qualifies under the following conditions:

1. Employees who are schedule to work the Holidays and who fail to work that last full schedule shifts prior to and after the Holiday shall be paid for such Holiday work at the straight- time rate of pay.
2. An employee missing regular assigned work due to an unexcused absence during the Holiday week, may be paid the straight-time rate of pay for Saturday or Sunday work preceding the Holiday.
 - a. An employee’s shift starting on the day prior a holiday and running into the holiday 12 am, shall be paid at the straight time rate of pay for all hours worked on the holiday in accordance with the o.t. rate of pay for said holiday, 1 ½ or 2 (double time)
 - b. Employees regularly scheduled shift that starts at 12 am or later, but are called in on the holiday to start their shift will be paid the overtime rate of pay, 1 ½ or 2 (double time) for all hours worked on the holiday but will be revert back to straight time rate of pay for their regular shift, 12 am or later.

Floating Holiday selection shall be by prior agreement between employee and supervisor. Seniority shall be prevailing in case of conflicting interest.

ARTICLE 8: VACATIONS

1. All employees covered by this agreement who have been in the employ of the Employer for one (1) year or more shall receive one week's vacation with pay. All employees who have been in the employ of the Employer for three (3) years or more shall receive two weeks vacation with pay. All employees who have been in the employ of the Employer for ten (10) year or more shall receive three weeks vacations with pay. All employees who have been in the employ of the Employer for fifteen (15) years or more shall receive four weeks vacation with pay. All employees who have been in the employ of the Employer for twenty (20) years or more shall receive five weeks vacation with pay.
2. In case of severance of employment during the first year, employees shall be entitled to one- sixth of one week's vacation pay for each thirty days or major portion thereof for each month over six months from starting date and after the first year and up to the third year, employees shall receive one – twelfth of one week's vacation for each thirty days or major portion thereof since their last anniversary date. In case of severance after the third of employment, the employee shall receive one- twelfth of two weeks' vacation pay for each thirty days or major portion thereof worked since their last anniversary date. In case of severance after the tenth year of employment, the employee shall receive one- twelfth of the three weeks' vacation pay for each thirty days or major portion thereof worked since their last anniversary date. In case of severance after the fifteenth year of employment, they shall receive one- twelfth of four week's pay for each third days or major portion thereof worked since their last anniversary date. In case of severance after the twentieth year of employment, they shall receive one–twelfth of five week's pay for each thirty days or major portion thereof worked since their last anniversary date.
3. Vacation pay shall be computed at forty (40) times the regular hourly rate for each week earned.
4. An employee absent from work on account of illness or accident other than industrial accident and /or illness shall be given the same consideration as an employee who has worked continuously and shall be entitled to vacation as provided herein, excepting where such absence exceeds a total of ninety (90) days in one year. Absence due to industrial accident and / or industrial sickness shall be considered as time worked in determining seniority, vacation, severance, and other contractual benefits earned hereunder.
5. In order to qualify for a full vacation with pay, an employee must work at least forty five (45) weeks in any yearly period.
6. Time lost from employment not to exceed thirty (30) calendar days due to injury or the job or sickness shall be considered as time worked for the purpose of determining length of employment, and included in the qualifying forty – five (45) weeks period mentioned above.
7. Employees who have been employed by the Company for at least one (1) year and who after one (1) of employment are absent from work for a period in excess of time limits set

forth in this Article, such excessive absences being due to illness, injury or other absence authorized by the Employer, shall upon their anniversary date of employment be entitled to pro-rata vacation. In case of pro-ration, the method of calculation shall be the actual number of weeks worked in the preceding twelve months (12) period over fifty-two (52) weeks.

8. Excused absences and absences by reason of illness or accident shall be excluded from the above aggregate of absences. The Employer may require a doctor's certificate or other reasonable proof of illness in verifying an accident or illness after second consecutive day or any 3 days in a 30 days period. Employee must "call in" daily. "No Show - No Call" for two (2) consecutive days, employee is subject to termination.
9. The time of said vacation will be fixed by mutual consent between the employee and the Employer; but as far as possible and practicable, vacations will be given in accordance with seniority. No employee may be denied a request for vacation because another employee in a different group has requested vacation for the same time period, however Groups III and IV count as a single group.
10. Regular employees shall be paid forty (40) hours vacation pay. Regular part-time employees shall be entitled vacation pay and/or pro-rated pay based upon their granted vacations will be paid in advance at the start of the vacation period. Employees, who demonstrate an extreme economic hardship, and the Employer's approval, may receive payment for accrued vacation time in lieu of taking paid time off for their vacation.

ARTICLE 9: CLASSIFICATION AND WAGE RATES

(a) Probationary Period. There will be a 60-day probationary period during which a new employee may be discharged without cause and without recourse to the Grievance Procedure. However, the probationary period may be extended an additional thirty (30) days by mutual agreement between the Employer and the Union.

(b) Job Classifications.

	Current Wages
GROUP I	
Hand Fold, Tunnel Hanger	\$12.36
GROUP II	
Clean Scan, Custodian, Soil Counter, Soil Sorter, Inspector, Mat Roller New Order (Warehouse) Press Line, Retype, Route Sort, Shipping, Tie Ups, Clean Garment, Ironer	12.42
GROUP III	
Order Filer, Load Building Load/Unloaded Mending, Washer, Dryer	12.53

GROUP IV	
Head Washroom	12.97

(c) Annual Package Increase

	6/1/18	6/1/19	6/1/20
Culinary H&W	.60	.60	.60

The Annual Package Increase amount on June 1, 2018, June 1, 2019, and June 1, 2020 will be divided by the Union each year as follows:

(i) First, the Union will put money into the UNITE HERE Health Fund if needed to continue the benefits, pursuant to Article 16.

(ii) The remainder of the increase shall be allocated to wages up to a cap of three percent (3%) of the average wage rate for bargaining unit employees. For June 1, 2018, the average wage is \$12.57 and the three percent (3%) is \$0.38. For example, if the Union allocates \$0.05 to the health plan on June 1, 2018, that leaves \$0.55. In that case, each employee would receive \$0.38 to be paid with hours worked on and after June 1, 2018. If the Union allocates \$0.30 to the health plan, the employees would receive only \$0.30. Every other contract year, the Employer will average the wage rate for all bargaining unit employees as of June 1 and then will calculate three percent (3% of that average) which will be the amount of the cap for that year. Every bargaining unit employee shall receive up to the cap as an wage increase and that increase shall go into effect with hours worked/earned on June 1 of each contract year.

(iii) The Employer shall pay the increase in health contributions starting May 1, 2019 pursuant to Article 16.

(iv) The same process will be used in each year of the contract.

(vi) If the cost of the health plan increases beyond the package increases, the Employer agrees to pay up to an additional \$0.05 per hour to the UNITE HERE Health Fund.

(d) New Job Classifications. Any new job classification shall be negotiated with the Union before it is implemented.

(e) New Employee Wage Rates.

First 30 days:	70% of rate (minimum)
Second 30 days:	80% of rate (minimum)
Third 30 days:	90% of rate (minimum)
After 90 days:	Full Classification rate.

WASHROOM TRAINEE

First thirty (30) days –85% of contract scale; thereafter contract scale.

A trainee is a person being trained for laundry work who has not had previous experience in the job to which he or she is assigned. Proof may be required by the Employer.

An employee bidding who has been trained starts at 100% of contract scale.

ARTICLE 10: PRE- EXISTING WORKING CONDITIONS AND BENEFITS

No employee shall suffer by reason the of Agreement a reduction of wage rates or loss of any benefits or working conditions higher or more favorable that those contained herein if such conditions existed prior to the signing of this Agreement.

ARTICLE 11: MANAGEMENT RIGHTS AND RESPONSIBILITIES

Unless otherwise restricted or affected by other portions of this Agreement, the Employer shall have the following rights and responsibilities:

1. The Employer shall determine the manner and method of operating its business without interference on the party of the Union or any of its representatives in the management and conduct of the Employer's business.
2. The right of the Employer to establish, determine, maintain, and enforce reasonable standards of production is fully recognized.
3. The Employer shall have the right to establish, maintain, and enforce such reasonable rules governing absenteeism, tardiness, safety and such other rules that are necessary for the orderly and efficient operation of its business, which shall not be in conflict with any provisions of this Agreement. Such rules shall be posted in a conspicuous place in each plant and shall be subject to the Grievance and Arbitration Procedures.

ARTICLE 12: WORKING RULES AND REGULATIONS

The employer may establish Rules and Regulations for the conduct of business, provided that such Rules and Regulations do not conflict with the provisions of this Agreement. It will be the Employer's responsibility to post and maintain a notice of such rules on a bulletin board located in such a position that all employees concerned have an opportunity to become familiar with them.

ARTICLE 13: PAYROLL RECORD

Upon request of the Union the Employer agrees to submit any payroll records necessary for checking employee's hour pay or other conditions provided for in this agreement.

ARTICLE 14: SAFETY, ENVIRONMENT, AND UNIFORMS

The Employers will comply with all applicable State and Federal Laws governing Safety and Health. A First Aid Kit shall be kept on hand at all times for use by employees.

The Employers further agree to furnish and maintain at no cost to the employees any safety equipment or uniforms required by the Employer. If such equipment or apparel is furnished in accordance with this provision, employees whose employment is severed, for whatever reason, shall return such articles or other property of the Employer in their custody or have the reasonable value of same deducted from their pay.

All items will be washed prior to repairing and mending.

The Employer agrees to provide to all non-probationary bargaining unit employees three (3) sets of clean and comfortable uniforms which are appropriate for the performance of bargaining unit work. The employee shall be responsible for the cleaning and maintenance of such uniforms. The employee shall be held responsible for lost or damage to the uniforms assigned to him/her unless the damage or loss occurs while at work.

As of the date of this Agreement, the Employer will make additional reasonable efforts to add additional sources of cooling in the facilities.

The Employer shall provide adequate number of clean drinking fountains or bottles with water and cups, to allow easy access by the employees for frequent drinking. The Employer shall take reasonable measures to review the heat exposure, and will consider any recommendations provided by the safety committee.

Safety Committee

The Employer will form an in-plant Safety Committee. The Committee shall be composing of 3 union and 3-management representatives designated by the Employer and by the Union. The Committee shall meet at least monthly to investigate and review the record, conditions and practices, including a quarterly plant tour. The Committee shall make constructive recommendation to the Employer to eliminate unhealthy and unsafe conditions and practices.

ARTICLE 15: GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance shall be defined as a dispute between the Employer and the Union arising over the interpretation, application, observance of a specific aspect of this Agreement, or any alleged violation of this Agreement. Grievances so defined above shall be processed and/or resolved pursuant to this Article.
2. Step 1:

The employee and his/her supervisor shall meet and confer to discuss and/or resolve the dispute.
3. Step 2: The Union or Employer shall submit a written grievance to the other party within ten (10) work days of the day it became aware of or should have become aware of the incident that leads to the grievance. The Union's Representative and Employer's Shift Manager or Plant Manager will meet within five (5) work days of the day of the receipt of the grievance. If applicable, the real party-in-interest employee may attend the meeting.
4. Step 3: In the event the grievance is not resolved at Step 2, the Union's Representative and Employer's President, or designee, will meet within ten (10) work days of Step 2 meeting.
5. Arbitration. Should any grievance between the Employer and the Union remain unresolved following Step 3 above, it is agreed that the matter in controversy may be submitted at the request of the moving party Union or Employer to an impartial arbitrator. If the matter is referred to arbitration Representatives of the Union and the Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) for a panel of seven

- (7) arbitrators, who are members of the National Academy of Arbitrators, and who reside in California or Nevada. . The winner of a toss of a coin shall determine who shall strike the first name from the panel of arbitrators received from FMCS. The parties shall strike alternately with each party striking three (3) names and the person whose name remains shall be the arbitrator.
6. Representatives of the Employer and the Union may agree to select an arbitrator from the above list, but if they are unable to do so, the parties will use the arbitrator from the above list who has the first available date to conduct the hearing. The arbitrator shall be notified in writing of his/her selection. The matter in controversy shall be heard by the arbitrator at the earliest date possible. The parties shall share evenly all costs associated with the arbitration. Requests for a court reporter and/or post hearing written briefs shall be decided by the arbitrator. The arbitrator shall issue a bench decision at his/her discretion. In the event the parties submit post-hearing briefs to the arbitrator, such brief shall be due no later than twenty-one (21) days from receipt of the hearing transcript. If a bench decision is not rendered, the arbitrator shall issue the decision in the controversy no later than thirty (30) days of the arbitration or receipt of the written briefs, whichever is later.
 7. The arbitrator shall have no authority, jurisdiction or power to amend, modify, nullify, or add to the provisions of this Agreement. Moreover, the arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no authority to award punitive damages. The award of the arbitrator shall be final and binding upon the Employer involved, the Union, and the employee(s) involved.
 8. Extension of Time Limits. As used this Article, the term “working days” means the days Monday through Friday, inclusive, but excluding any holidays set forth in this Agreement. The time limits and other provisions set forth in the Article may be extended or waived by mutual written agreement of the parties.

ARTICLE 16: HEALTH AND WELFARE

16.01 Amount of Contributions.

There presently is in effect, pursuant to the agreement of the parties, a group life, medical, surgical and hospital plan involving a trust fund and trust agreement for the UNITE HERE Health Fund (the “Fund”). The parties hereto agree that the aforesaid trust agreement and any amendments shall be in effect during the period of this Agreement. The obligation of the Employer to make contributions to the Fund shall be solely as set forth in this Article 16 and 9 of this Agreement.

The Employer currently contributes for each employee covered by this Agreement the sum of four dollars and thirty-nine cents (\$4.39) per hour worked and/or paid for, to the Fund for the purpose of providing group life, medical, surgical, hospital and/or other health and welfare benefits under the UNITE HERE HEALTH PLAN, or such new, amended, merged or consolidated plan as may be adopted by the Trustees. The hourly contribution rate to the Fund may be increased each year during the term of this Agreement commencing with hours worked or paid on or after May 1, 2019, in accordance with the provisions of Article 9 of this Agreement, which Article provides that the Union shall be entitled to make an allocation between wages and benefits from a total specified annual increase in the compensation package. The May 1, 2019 increase shall be allocated from the June 1,

2018 compensation package, in accordance with the provisions of Article 9 of this Agreement. The May 1, 2020 increase shall be allocated from the June 1, 2019 compensation package, in accordance with the provisions of Article 9 of this Agreement. The May 1, 2021 increase shall be allocated from the June 1, 2020 compensation package, in accordance with the provisions of Article 9 of this Agreement.

As used in this Section, the term “hours worked and/or paid for” shall mean all hours for which an Employee is compensated, including and without limitation, vacation and holiday hours.

Although the Trustees have the authority under the Trust Agreement to amend or modify the benefits provided under the Fund, the Trustees shall not have the power to unilaterally increase the contribution rate negotiated by the Employer and the Union as set forth in the Collective Bargaining Agreement during the life of the contract.

The Employer contributions required hereunder shall be submitted monthly, together with a report of the employee data required by the Fund (including names and social security numbers) in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made. Contributions shall either be sent directly to the Fund or be forwarded to the bank designated by the Fund.

16.02 Delinquent Contributions.

In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency. The Employer shall make available for inspection and audit such payroll records as the Fund may lawfully require.

16.03. Acceptance of Trust.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Fund as it may, from time to time, be amended (“Trust Agreement”), and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in the Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein. The Employer and Union agree to abide and be bound by all rules, regulations and procedures established, and actions taken by, the Trustees pursuant to the Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement and Declaration of Trust, or the Plan of Benefits, rules, regulations or procedures established by the Trustees, shall be null and void.

ARTICLE 17: RETIREMENT PLAN

A. The employees will participate in the Employer’s pension plan pursuant to the same terms and conditions, which govern the participation of other production employees in the program. The pension plan was frozen on December 31, 2006.

B. The employees shall be eligible to participate in the G&K Services 401(k) Savings Incentive plan pursuant to the same terms and conditions governing the participation of other production employees in the program.

ARTICLE 18: CLASSIFICATIONS / TRANSFERS

Any employee transferred to a higher rated classification who qualifies therefore shall receive the rate of pay for the highest classification worked.

Any employee permanently changed from a higher classification or a lower classification shall receive the rate of the lower classification. If transferred from existing classification to a trainee in a new classification, employee shall be paid at the rate of the former classification.

Whenever an employee does work within the duties of more than one classification, such employees shall be classified and paid under the classification which pays the highest wage for that particular shift.

Any employee hired under this Agreement whose classification is not clearly defined, then that employee's classification and rate shall immediately be negotiated.

ARTICLE 19: REST PERIODS

Employees shall be given one ten minute rest period after two (2) hours of work and one ten minute rest period after six (6) hours of work, both on the Employers time. Employees shall be given a one-half (1/2) hour unpaid lunch period after four (4) hours of work.

Employees shall be given a ten (10) minute break after their eight (8th) hour of work, and an additional (10) minute break after each two (2) hour period thereafter.

When applying the above stated schedule for rest periods, it is recognized by the parties that the Employer may release employees for their rest periods within a window period beginning fifteen (15) minutes before the rest period set forth above and ending fifteen (15) minutes after the rest period set forth above. For example, the first rest period can be granted between one hour and forty-five (1:45) minutes after the employee reports to work and two hours and fifteen (2:15) minutes after the employee reports to work.

ARTICLE 20: ON-THE-JOB INJURY

1. Any employee off from work due to industrial accident or industrial illness shall have his / her job back on return to work.
2. All injuries no matter how minor must be reported by the employee to his immediate supervisor, immediately upon occurrence.

ARTICLE 21: BREAKDOWN INTERMITTENT PERIODS OF WORK

1. There shall be no intermittent periods of unemployment during one day, except for breakdown. It is hereby provided that in case of breakdown, employees shall be paid during the day breakdown occurs unless ordered to punch out; and if ordered to return to work at a stated time and repairs are not make, they shall be paid from the time they are ordered to work until actual work begins. However, employees shall not be required to work more than twelve (12) hours past their original starting time. Employees, who return to work after breakdown and are then dismissed because the Plant cannot work, shall receive two (2) hours straight-time or "show-up" pay.

2. In the event of an energy crisis where the local utility companies enforce a voluntary shutdown during specified periods of the day, the Employer and Union will mutually agree on alternate or optional shift schedules to meet such an emergency.

ARTICLE 22: WORK SCHEDULING

In case of slack in production, all available work is to be divided equally among the regular employees in the Plant where practicable.

The Employer will give fourteen (14) days written notice of a change of more than one (1) hour in regular work schedules to all affected employees.

The Employer may hire part-time (part-time employees working no more than 20 hours per week or temperately employees, not to exceed 15 % of the total work force covered by this agreement.

All part-time employees shall receive a pro-rated share of the vacation, and holiday benefits provided under this Agreement. All part-time employees are eligible for health and welfare under this Agreement.

ARTICLE 23: DISCRIMINATION

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

No person shall be discriminated against by either the Union or the Employer because of race, religion, color, national origin, sex, age, disability, or sexual orientation.

The Company will not discriminate against employees on account of membership in the union or lawful activities on behalf of the union. The Union will not discriminate against employees on account of their not joining the union or not participating in the union activities.

ARTICLE 24: LAYOFF / TERMINATION

When employees are laid-off or terminated, the Employer shall make every effort to pay the employee his final wages and accrued benefits immediately upon being laid – off or terminated, but in no event shall payment of final wages and accrued benefits be delayed more than twenty-four hours. Notwithstanding the aforementioned requirement, employees who terminate their employment on either a Friday, Saturday, or Sunday shall receive their final wages on the immediately following Tuesday, or in the event that the immediately following Monday is a holiday, not later than the immediately following Wednesday. In the event that the Employer does not pay such final wages consistent with the terms of this Article 24 of the Agreement, then the Employer shall owe the employee a day's pay and accrued benefits for each day of any such delay.

Employees who are terminated for just cause at any of the Employer's facilities may not be hired or rehired at any other of the Employer's facilities without the mutual agreement of the Employer and the Union.

ARTICLE 25: WORK CLEARANCE

Employers shall obtain a work clearance on all employees working under this Agreement before employee is placed on Employer's payroll. Such work clearance shall be forwarded to the Union office immediately upon the hiring of employees.

ARTICLE 26: NO STRIKE / NO LOCKOUT

Neither the Union nor any employee shall authorize, cause, engage in, sanction, recognize or assist any sympathy strike, slowdown, picketing, or other concerted interference against the Employers during the term of this Agreement.

There shall be no strike or work stoppages called either by the Shop Steward or any other employee – member of the Union during schedule working hours. Any employee – member of the Union who calls such strikes or participates shall be subject to discharge. The Employers may exercise their right to refusal to rehire any employee who participates in a so – called wildcat strike.

There shall be no refusal to work on or handle any material or equipment because of a labor dispute affecting the vendor of such materials or equipment because of a labor dispute affecting the vendor of such materials or equipment or the customers of the Employer.

The employer shall not cause or engage in a lockout of his employees during the term of this Agreement.

ARTICLE 27: LEAVE OF ABSENCE

27.1 – Family and Medical Leave of Absence

Regular full-time and regular part-time employees (who meet the requirements described below) will be granted a Leave of Absence for the care of a child after birth or adoption or placement with the employee for foster care, the care of a family member (spouse, child, or parent) with a serious health condition, or in the event of an employee's own serious health condition. Leaves will be granted for a period of up to twelve weeks in a twelve-month period.

1. Qualifications for Family and Medical Leave

An employee must have completed at least one full year of service, and have worked for a minimum of 1,250 hours in the twelve-month period preceding the leave to be eligible for a family and medical leave of absence.

2. Child/Family Care Leave

- a. An unpaid leave of absence to care for a child after birth, adoption, or placement in the employee's home for foster care or to care for a covered family member with a serious health condition will be granted under the following conditions:

The employee must provide the Employer with at least thirty days' notice prior to the anticipate leave date, in the event that the leave is planned in advance, using the Company's official Leave-of-Absence Request Form.

- b. If the leave is unexpected, the employee must notify his/her supervisor and the human

resources department by submitting a Leave-of-Absence Request Form as far in advance of the anticipated leave dates as is practicable. (Normally, this should be within two business days of when the employee becomes aware of the need for the leave.)

- c. All company benefits that operate on an accrual basis will cease to accrue during the leave period.
- d. Employees will be required to use all accrued, unused vacation days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay.
- e. The Employer will continue to make contributions to the Laundry, Linen and Dry Cleaning Workers Security Fund for Southern Nevada, on behalf of eligible employees, pursuant to the terms set forth in Article 6 of this agreement.
- f. Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician's statements at the Company's request. The family member may be required to submit to medical examinations by physicians designated by the Company at its discretion and at the Company's expense.

3. Leave for Employee's Serious Health Condition

A leave of absence for an employee's own serious health condition will be granted under the following conditions:

- a. If the leave is planned in advance, the employee must provide the Company with at least thirty days' notice prior to the anticipated leave date, using the Company's Leave-of-Absence Request Form.
- b. If the leave is unexpected, the employee must notify his/her supervisor and the human resource department by submitting the Leave-of-Absence Request Form as far in advance of this anticipated leave date as is practicable. (Normally this should be within two business days of when the employee becomes aware of the need for the leave.)
- c. An employee must submit the appropriate medical certification form from his/her physician any time that the employee expects to be, or is absent, for more than five consecutive work days as a result of his/her own serious health condition (including pregnancy). Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of return to work.
- d. All Company benefits that operate on an accrual basis will cease to accrue during the leave period.
- e. Employees will be required to use all accrued, unused vacation days during the leave. Once such benefits are exhausted, the balance of the leave will be without pay.

- f. The Employer will continue to make contributions to the Amalgamated Life Insurance, on behalf of eligible employees, pursuant to the terms set forth in Article 16 of this agreement.
- g. During the leave, employees may be required to provide the Company with additional physician's statements on request from the Company or the Company's insurance carriers, attesting to the employee's continued disability and inability to work. Employees may also be required to submit to medical examinations by physicians designated by the Company at its discretion and at the Company's expense at the beginning of, during, or at the end of the leave period, and to provide the Company with access to the employee's medical records as required.
- h. Prior to returning from a leave for the employee's serious health condition, the employee must present the Company with a note from his/her physician indicating that the employee is capable of returning to work and performing the essential functions of the position with or without reasonable accommodation. Where required, the Company will consider making reasonable accommodation for any disability the employee may have in accordance with applicable laws.

4. Leave Entitlement

- a. Eligible employees are entitled to leave for up to twelve weeks in any twelve-month period (or in the case of a leave for an employee's serious health condition, where a leave extension is requested and approved.)
- b. Leave taken to care for a child after birth, adoption, or placement the employee's home for foster care must be taken in consecutive work weeks. Leave taken for the employee's or a covered family member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, the Company will follow applicable federal and state laws in reviewing and approving such leave requests.

5. Reinstatement Rights

Eligible employees are entitled on return from leave to be reinstated to their former position or to equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g. if the employee's position is no longer available due to a job elimination). [In addition, employees on a leave extension are not guaranteed reinstatement. Although the Company will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and the Company's need to fill vacancies and its ability to find qualified temporary replacements.]

6. Military Services Leaves of Absence

- a. A military leave of absence will be granted is an employee enlists, is inducted, or is recalled to active duty for a period of up to five years. Employees who in the uniformed services, including voluntary or involuntary performance duty in active duty, training

for active duty, initial duty for training, inactive duty training, full-time National Guard duty, and period of absence for fitness for duty examination are entitled to re-employment and all other rights and benefits provided by the Uniformed Services Employment Rights Act.

7. Personal Medical Leave of Absence

a. Qualifications for Personal – Medical Leave of Absence

Employees who have successfully completed the probationary period, but do not qualify for a Family and Medical Leave of Absence as set forth in Section 27.1, above, may be granted one personal leave of absence, not in excess of thirty days, at the Employer's discretion.

b. Purpose of the Personal– Medical Leave of Absence

Eligible employees may be granted one personal leave of absence, not in excess of thirty days, at the Employer's discretion, for an employee's own serious health condition or to extend a funeral leave.

c. Personal Leaves– Medical of Absence Shall be Unpaid

The Employer shall not make contributions to the UNITE HERE Health Fund on behalf of employees on an unpaid personal leave of absence.

d. Submission of Request for a Personal– Medical Leave of Absence

Employees shall submit a request for the Employer's consideration for a personal leave of absence as far in advance of the anticipated leave date as is practicable. Normally, this should be within two business days of when the employee becomes aware of the need for the leave.

e. Other Requirements for a Personal– Medical Leave of Absence for an Employee's own Serious Health Condition.

i. An employee must submit the appropriate medical certification from his/her physician any time that the employee expects to be, or is absent, for more than five consecutive work days as a result of his/her own serious health condition (including pregnancy). Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of return to work.

ii. During the leave, employees may be required to provide the Company with additional physician's statements on request from the Company or the Company's insurance carriers, attesting to the employee's continued disability and inability to work. Employees may also be required to submit to medical examinations by physicians designated by the Company at its discretion and at the Company's expense, at the beginning of, during, or at the end of the leave period, and to provide the Company with access to the employee's medical records as required.

iii. Prior to returning from a leave for the employee's serious health condition, the employee must present the Company with a note from his/her physician indicating that the employee is capable of returning to work and performing the essential functions of the position with or without reasonable accommodation. Where required, the Company will consider making reasonable accommodation for any disability the employee may have in accordance with applicable laws.

8. Other Requirements for Extension of Funeral Leave

Employees may be required to provide a certificate of death or other proof of death, and support for the need to provide an unpaid leave following paid funeral leave, as discussed in Article 27.1(7)(b), above.

9. Special Leave of Absence

The Employer shall grant the employees excused absences where given one week's prior notice to attend any appointment schedule by the INS or U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, child or parent. The Employer may require proof of the appointment and proof of family relationship.

ARTICLE 28: DISCHARGE AND DISCIPLINARY ACTION

No employee will be disciplined or discharged without just cause. Discipline will be applied in a fair, consistent, and non-discriminatory manner. Disciplinary measures are to be designed to improve the employee's performance, through counseling and assistance, until the employee can achieve and maintain satisfactory performance levels. Discipline will be applied in a progressive manner and will always be corrective rather than punitive in nature.

The Employer shall deliver or fax with in three (3) days to the Union's local office a copy of any written discipline issued to an employee, or written notice of any unwritten discipline, issuance of the same to any employee.

The General infraction will stay in the employee file for six (6) months and after will be void. Once void it cannot be used for any future discipline. A major infraction will stay in the employee file for one (1) year and after will be void. Once void it cannot be used for any future discipline. (See attachment)

ARTICLE 29: AGE LIMITATION

It is agreed that the Employer shall strictly observe all Federal and State Laws as applied to individuals seeking employment.

ARTICLE 30: TIME OFF FOR UNION BUSINESS

The Employer agrees to grant the necessary time off without discrimination and without pay to any employee designated by the Union to serve in any capacity on official Union business, based upon the mutual agreement of the Union and the Employer.

ARTICLE 31: POSTING AGREEMENT

The union will be allowed to post a copy of this Agreement in a conspicuous place in each plant on bulletin boards provided by the Employer.

ARTICLE 32: AMENDMENTS AND SUPPLEMENTS

Amendments or supplements to the Agreement shall be by mutual agreement of the parties hereto, shall be reduced to writing, and shall be executed by the Union and a corporate representative. And written amendments or supplements which may be agreed upon shall become provided in such amendments or supplements.

ARTICLE 33: BARGAINING UNIT WORK

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except:

1. When there are not unit employees available to perform the work needed.
2. When such is necessary for the purpose of instruction and/or training of personnel.
3. In cases of unforeseeable emergencies.

ARTICLE 34: STEWARDS

1. It is hereby agreed that the Union may have duly accredited representatives to be known as "Stewards" in each plant, to be selected by the Union.
 - (a) It shall be the duty of the Stewards to attempt to the best of their ability to see that the terms, provisions and intentions of this Agreement are carried out and further to handle such grievances as are referred to them. To accomplish these duties, it is agreed that they will cooperate with management to the fullest extent.
 - (b) It is further understood and agreed, however, that the Stewards shall have no authority given them under the Agreement.
2. The Employer agrees that there shall be no discrimination against Stewards, but nothing contained herein shall provide immunity to any Steward for violation of any Law or Statute or any Employer rule of general application to all employees.
3. It is further agreed that Stewards will, before leaving their regularly assigned work to perform such Union duties as specified herein, secure the permission of their appropriate supervisor or production manager.
4. The Stewards will attempt to conduct Union business during breaks and lunches.
5. The Chief Steward shall be deemed to have greater seniority than all other employees during layoff or recall

ARTICLE 35: UNION REPRESENTATIVE VISITING PLANT

The Duly Designated Representative of the Union shall be allowed to visit the Plants of the Employer at any time during working hours and may be accompanied by a Representative of the Employer. Every effort will be made to notify the Employer prior to visitation. Representatives shall enter through front offices, during office hours; at all other times the Representatives shall notify the management official in charge of their presence.

Union Bulletin Board: The Company shall provide one (1) bulletin board for the exclusive use of the Union which shall be placed near the employees' time clock or in a place to be mutually agreed upon by the parties. Union notices stating the time and place of union meetings, union elections, results of union elections and appointments, union social affairs and union dues may be posted upon the union bulletin board. No notice shall contain any political or controversial matter or any matter reflecting upon the Company, the Union or any employees.

ARTICLE 36: LEADPERSONS

Employees designated as a "Leadsperson" is an employee designated by the Employer to pass on the instructions of management or supervisors to other bargaining unit employees. Leadspersons shall not be given supervisory duties or authority. Leadspersons shall not be given the authority to hire, transfer, suspend lay off, recall, promote, discharge, assign, record production scores, reward, discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, authorize overtime, authorize vacations, authorize time off, or establish or change schedules. There shall be no more than one (1) Leadsperson assigned to each department.

Leadspersons shall be paid an additional \$1.00 per hour over their normal rate set forth in this agreement. Existing leadspersons shall be Grandfathered as to their existing additional rate, but in no case shall be less than the above rate.

ARTICLE 37: SUPERVISORS AND MANAGERS

Only non-bargaining unit employees may be given supervisory authority over bargaining unit employees. All employees designated or authorized by the Employer to be a supervisor shall be adequately trained to supervise employees prior to their designation or authorization to be a supervisor. If a problem arises due to the fact that a supervisor or manager supervises or has plant wide authority over a relative, the Employer will make the necessary adjustment with the relatives to resolve the problem.

ARTICLE 38: TREATMENT OF EMPLOYEES

The Employer agrees and commits to the philosophy that each employee should be treated with respect and dignity. Verbal abuse, threats, or harassment by managers or supervisors will not be tolerated by the Employer. Discipline of employees shall not be administered in front of other bargaining unit employees, except in those cases where the employee requests a witness or Union representative. Discipline shall be administered in a professional, adult, and non-confrontational manner.

The Employer recognizes communication difficulties that non-English speaking employees face and will continue its practice of translating (either verbally or in writing) to assure that employees understand expectations and policies.

ARTICLE 39: BEREAVEMENT LEAVE

If a full-time employee loses a member of his/her family (identified below including in-laws and step family), the employee is eligible for up to three (3) days of paid funeral leave. The days are limited to regularly scheduled work days; the before, the day of and the day after the funeral.

Parent, Spouse, Child, Sibling and Grandparent
Eligible days of pay will be regularly scheduled work days.

If the employee must travel more than 500 miles, the employee shall be granted up to an additional five (5) days of unpaid leave of absence. The Employer may request documentation to verify the need for funeral leave.

ARTICLE 40: SICK DAYS

The employees shall receive one (1) paid sick day per contract year.

ARTICLE 41: PRODUCTION STANDARDS

Notwithstanding the fact that the parties have recognized the Employer's right to establish reasonable production standards, it is hereby agreed that an employee's obligation to meet such production standards shall be measured by the work produced by an employee on a weekly basis. Furthermore, all employees shall be advised of their production rate on a daily basis.

The Employer shall notify the Union in writing and the affected employees fifteen days in advance if it intends to establish or modify any production standards. Such notice will include the job affected and the standards to be employed. The Union may utilize the grievance procedures to challenge the reasonableness of such change.

The Employer shall provide to the Union all record of the employee's productivity for the weeks requested. All records showing hours of employment, starting and quitting time, and records of productivity, shall be made available to the union representative.

ARTICLE 42: LABOR-MANAGEMENT COOPERATION

If requested by either the Company or Union, on a quarterly basis for one (1) hour, the Company and Union will meet on mutually agreed on date and time. The agenda will be prepared in advance of the meeting and agreed upon by both the Company and Union. The group will discuss relevant workplace issues. The Company will have up to six (6) members, including the General Manager, and the Union will have up to six (6) members, including workers and Union Representatives.

ARTICLE 43 - OWNERS AND SUCCESSORS

43.01. Ownership.

This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Union at 4670 Vandenberg Drive, North Las Vegas, 89081,, which after the effective date of and during the term of this Agreement, are owned by, operated by, or substantially under the control of the Employer. For the purposes of this Section

___01, the term "Employer" shall be deemed to include G&K Services Co., LLC (a wholly-owned subsidiary of Cintas Corp. No. 2).

43.02. Obligations on Employer Selling or Assigning.

In the event that the Employer is sold, transferred, or assigned, or any membership interest in Employer is sold, transferred or assigned, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing and shall be responsible for all payments which are due or shall be due as of the date of transfer of the business for wages and health and welfare for employees covered by this Agreement. The Employer further agrees that as a condition to any such sale, assignment or transfer, the Employer will obtain from this successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and furnish a copy thereof to the Union. The Employer further agrees that as a condition of any such sale, transfer or assignment, it will transfer to the successor(s) completed Forms I-9 for all bargaining unit employees, obtain from its successor(s) all of its completed Forms I-9 for bargaining unit employees employed as of the date of transfer, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of new Forms I-9 for bargaining unit employees and furnish a copy of this Agreement to the Union not less than thirty (30) calendar days prior to the closing of the transaction. Additionally, the Employer shall be responsible for accrued vacation payments for each employee covered by this Agreement. If the Employer performs these promises, it shall be relieved of its obligations hereunder. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this section.

If ownership of the operation is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

43.03. Obligations on Successor Employers.

This Agreement shall be binding upon the successors and assigns of the parties hereto. Except as agreed to by the Union and the Employer in writing, no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of the Employer's interest, or any part thereof, in any establishment covered by this Agreement.

ARTICLE 44: DURATION

The term of this Agreement shall commence on the 1st day of June 2018, and continue until the 31st day of May, 2021 and for an additional period of one year thereafter unless either party shall notify the other in writing by certified mail not less than sixty (60) days prior to the 31st May, 2021,

or the 31st day of any succeeding year the desire to terminate, modify, or amend this Agreement. Should neither party give the sixty day notice provided herein, the entire Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 17th day of June, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

G&K Services Co., LLC
(a wholly owned subsidiary of
Cintas Corp. No. 2)

CULINARY WORKERS UNION,
Local 226, UNITE HERE

BY: Tony de la Cruz

BY: [Signature]

DATE: 6-20-2019

DATE: 6-17-19

BY: Krista M. Snyder

BY: Rebecca Aguillo Klus

DATE: 6-20-19

DATE: 6/17/19

EXHIBIT 1: PAYROLL DEDUCTION AUTHORIZATION

Date _____

I, the undersigned, a member of _____, hereby request and voluntarily authorize the Employer to deduct from any wages or compensation due me, an amount equal to the regular monthly dues uniformly applicable to members of _____ (“Union”) in accordance with the Constitution and Bylaws of the Union.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending a written notice to both the Employer and _____, by registered mail during a period of fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable Check-Off from year to year unless revoked as herein above provided.

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Check-Off Agreement.

4. The original or a facsimile of a properly executed Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues which is incomplete or in error will be returned to the Union by the Employer.

5. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms which have been delivered to the Employer on or before the fifteenth (15th) day of any particular month thereafter shall begin with the following calendar month.

6. Deductions shall be made in accordance with the provisions of this Check-Off of Union Membership Dues section, from the pay received on the first payday of each month regardless of the payroll period ending date represented on that payroll check. These provisions for dues deductions shall not apply to Banquet Workers.

7. The Employer agrees to make deductions as otherwise provided in this Check-Off of Union Membership Dues section in the case of employees who have returned to work after authorized leave of absence.

8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

9. The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers, for whom such deductions have been made. The information shall be in computer readable electronic form, in any one of the following media:

1. 3½” diskette in Formatted Text (Space Delimited) format
2. CD ROM in Formatted Text (Space Delimited) format
3. ZIP Disk in Formatted Text (Space Delimited) format
4. Via e-mail transmission; after the Union has demonstrated to the Employer that the proper “PGP” security encryption measures exist in the Union’s network

The report shall contain header information and be set up so that position “1” is the first position (not position 0). The positional formatting shall be as follows:

Positions 1-13	Social Security Number with the dashes
Positions 14-54	Name as Last name, First name
Positions 55-60	The dollar amount of the remittance without a dollar sign, left justified, and with the minus sign in front for negative amounts (such as -30.00).

The remittance shall be forwarded to the above designated financial officer not later than the fifteenth (15th) of the month, for the deduction from the first paycheck received by the employee prior to the fifteenth {15th} of the month received by the employee for the month the dues are being paid.

10. Any employee whose seniority is broken by death, quit, discharge or layoff, or who is transferred to a position outside the scope of the bargaining unit, shall cease to be subject to check-off deductions beginning with the month immediately following that in which such death, quit, discharge, layoff, or transfer occurred.

11. In the event any employee shall register a complaint with the Employer alleging his/her dues are being improperly deducted, the Employer will make no further deductions of the employee's dues. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Employer.

12. The Employer shall not be liable to the Union by reason of the requirements of this Check-Off Agreement for the remittance of payment of any sum other than that constituting deduction made from employee wages earned.

13. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

EXHIBIT 2: POLITICAL ACTION COMMITTEE

The Employer agrees to honor political contribution deduction authorizations from its employees, in the following form:

I hereby authorize the Employer to deduct from my pay the sum of one dollar (\$1.00) per month and to forward that amount to the Hotel Employees and Restaurant Employees International Union TIP – “To Insure Progress”. This authorization is signed voluntarily and with the understanding that the Hotel Employees and Restaurant Employees International Union TIP – “To Insure Progress” will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, UNITE HERE, TIP Campaign Committee, 275 Seventh Avenue, New York, New York, 10001, and to the Employer.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the Hotel Employees and Restaurant Employees International Union TIP Treasurer UNITE HERE, TIP Campaign Committee, 275 Seventh Avenue, New York, New York, 10001, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other terms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

Employees will have the opportunity to make contributions under this Exhibit no later than November 1st, 2007. Employees who revoke their authorization will not have a subsequent authorization honored by the Employer until the commencement of the following calendar quarter, at the earliest.

Signed _____ Social Security No. _____