

# Agreement by and between **UFCW 3000** and **Tomlinson Linen**

Effective: 4/1/2021 - 3/31/2024

**UFCW3000**

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer





# WEINGARTEN RIGHTS

## Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

*"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."*

### **Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:**

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

## Discipline? Contract violations?

## Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

**Call the Member Resource Center at: 1-866-210-3000**

2021-2024  
Agreement

UFCW Local 21  
And  
Tomlinson Linen

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2021-2024

**A G R E E M E N T**  
**By and Between**  
**For and on Behalf of**  
**TOMLINSON LINEN**  
**and**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**UNION LOCAL #21**

**PREAMBLE**

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

**ARTICLE 1 - RECOGNITION AND UNION SECURITY**

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

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

**1.03** Upon receipt of a letter requesting termination of an employee who has not complied with Article 1.2 of the Agreement, the Employer 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.

**1.04** Master Lists/Status Reports; Each month, the Employer 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 Employer*, 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.

Each month, the Employer shall provide an electronic report of all employees covered under the current bargaining agreement. Such report shall include the employees' first name, middle initial and last name, social security number, address (including city, state and zip), home phone number, cellular phone number, personal email address, date of birth, store number and/or work location, department,

job classification, wage rate, FTE status (or hours per week), bargaining unit/union contract, company employee number, shift, current status (active, leave of absence, L&I, etc), gross earnings or total hours worked in the month, and date of hire, date of re-hire or date transferred into the bargaining unit.

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

**2.01** It is understood and agreed that no new employees will be added to the present personnel in each place of business until at least ninety (90) percent of the present employees in the employ of the Parties of the First Part shall receive full time, forty (40) hours weekly employment. The choice of the employees to receive full time is to be left to the judgment of the management.

**2.01.1** The foregoing percentages of part-time/full-time employees will be changed to 20%-80% during the period May 15 through September 15 of each year.

**2.02 Dues/Initiation Fees:** During the term of this Agreement, the Employer 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 Employer, 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 Employer 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 Employer'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 Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee.

**2.03 Political Action Fund Deductions:** The Employer 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 Employer 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 Employer harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for or on account of any deduction made from the wage of such employee.

### **ARTICLE 3 - WORKWEEK**

**3.01** Forty (40) hours shall constitute a week's work for all bargaining unit employees to be worked in five (5) consecutive days, Monday through Friday or Tuesday through Saturday, between the hours of 5:00 a.m. and 7:00 p.m. A second shift may start within thirty (30) minutes from the end of the first shift and a third shift may be added within the hours of 9:00 p.m. and 6:00 a.m.

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

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

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

**3.02.2 Flexible Scheduling.** Provided employees are notified by 9 a.m. Friday, they may be scheduled for up to nine (9) hours at straight-time pay on any two days. Once the employees are notified, the hours will not be reduced. Such notification shall be on a department basis (the employer must apply the requirement to all employees in the relevant department in order to enforce the overtime waiver). If the Employer fails to provide the notice by 9 a.m. Friday, the employees shall be paid overtime for all hours worked in excess of eight (8) hours.

**3.03** Subject to the needs of business, the Employer may operate departments on the basis of a one (1) hour earlier starting time, provided the Union is notified of such operational change in advance. The starting time of 6:00 a.m. only, as provided in Section 3.01, will not apply if the employer exercises this option.

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

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

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

#### **ARTICLE 4 - HOLIDAYS**

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

New Years Day	Labor Day
Thanksgiving Day	
Memorial Day	Christmas Day
Fourth of July	Floating Holidays
	One (1) Floating Holiday after One (1) year
	Two (2) Floating Holiday after Five (5) years

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

**4.01.1.** All employees shall be entitled to a floating holiday effective on their anniversary date of employment. The floating holiday shall be scheduled by mutual agreement. In cases of conflict seniority shall prevail. Unused holidays shall not be rolled over to the next anniversary year. Additional floating holiday for all employees who have been employed for 5 years or more with the Employer.

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

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

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

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

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

Employees who work 10-hour shifts will be paid 10 hours of holiday pay if they do not work on the Holiday.

Employees who work 10 hour shifts and work on the holiday will receive 8 hours of holiday pay and 1 ½ times their regular rate of pay for all hours worked on the holiday

#### **ARTICLE 5 - SENIORITY**

**5.01** Each employee covered by this Agreement shall have seniority rights as set forth in this Article and subject to any other articles that refer to seniority. The first ninety (90) days of employment shall be a probationary period and seniority does not apply. The order of seniority shall be based on the beginning date of employment in the plant. Each new employee's name shall be added to the seniority list after 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 six months 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 regularly assigned duties of the classification which was their classification at the time such absence began, unless otherwise mutually agreed to between the Employer and the Union.

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

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

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

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

**5.06** Any employee given a job vacancy as provided herein shall be permitted to return to a job of equal pay within thirty (30) days of their filling the vacancy.



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

**5.08** When there is less than eight hours of work available for the day the Employer will ask for volunteers by seniority if no volunteers come forward the Employer will dismiss the least senior employees by Job Class.

## **ARTICLE 6 - VACATIONS**

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

After one (1) year employment	- one (1) week
After three (3) years employment	- two (2) weeks
After ten (10) years employment	- three (3) weeks
After twenty (20) years employment	- four (4) weeks

**6.02** The third (3rd) and fourth (4th) weeks are to be mutually agreed upon between the Employer and the employee. Subject to approval by the Employer, any employee with 10 years of seniority may schedule a three-week vacation during off-peak times of the year and any employee with 20 years of seniority may schedule a four-week vacation during off peak times of the year.

**6.03** Management can pay employees in lieu of vacation upon request by Employee and approval of the Employer

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

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

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

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

	<u>After one (1) years'</u> <u>employment</u>	<u>After three (3) years'</u> <u>employment</u>	<u>After ten (10) years'</u> <u>employment</u>
After one (1) month	-----	-----	1 day's pay
After two (2) months	-----	1 day's pay	2 days' pay
After three (3) months	1 day's pay	2 days' pay	3 days' pay
After four (4) months	-----	3 days' pay	5 days' pay
After five (5) months	-----	4 days' pay	6 days' pay
After six (6) months	2 days' pay	5 days' pay	7 days' pay
After seven (7) months	-----	6 days' pay	8 days' pay
After eight (8) months	3 days' pay	7 days' pay	10 days' pay
After nine (9) months	-----	7 days' pay	11 days' pay
After ten (10) months	4 days' pay	8 days' pay	12 days' pay
After eleven (11) months	-----	9 days' pay	14 days' pay

**ARTICLE 7 - WAGES**

All employees hired prior to July 1, 2021 shall receive a \$1.42 wage increase in 2021. If employees have not received a \$1.42 wage increase in 2021, they will receive a lump sum bonus the following pay period after ratification with the amount difference between their 2021 wage increase and the \$1.42 wage increase. Employees who have changed job classifications to a lower paying position or are on company sick time assistance since July 1, 2021, shall not receive the lump sum bonus.

Effective the first pay period after April 1, 2022, all current employees shall receive a sixty-three cent (\$.63) wage increase or the minimum rate set forth in Appendix A, whichever results in a higher wage increase.

Effective the first pay period after April 1, 2023, all current employees shall receive a sixty-five cent (\$.65) wage increase or the minimum rate set forth in Appendix A, whichever results in a higher wage increase.

No Job Class will be hired less than \$.10 cents above the applicable minimum wage after completion of 6 months from Ratification or date of hire whichever is longer.

**7.01 Classifications and Wage Rates.** Classifications and wage rates are set forth in Appendix A.

**7.02** The following break-in percentages shall be applicable:

1 <sup>st</sup> six (6) months of employment:	80%
2 <sup>nd</sup> six (6) months of employment:	85%
3 <sup>rd</sup> six (6) months of employment:	90%
4 <sup>th</sup> six (6) months of employment:	95%
After 24 months:	100% Journeyman Rate

**7.03** There shall be a second and third shift premium for a total of fifteen cents (15¢) above the regular scale for hours worked.

**7.04** Where an employee is temporarily transferred, for a time exceeding two (2) hours in a single shift, to other employment, they shall be paid the scale provided for the classification, but in no case to be less than the scale provided for in their regular employment.

**7.05** There shall be three “supervisors” in Tomlinson Linen which belong to the bargaining unit, but shall not have the ability to discipline other bargaining unit employees. Employees classified as “supervisors” shall receive, at a minimum, lead pay differential of \$1.00 above their classification’s base hourly rate of pay. The Employer will determine Wages and Benefits for the three Supervisors currently employed with Tomlinson Linen.

## **ARTICLE 8 - HEALTH AND WELFARE and PENSION**

**8.01** The Employer agrees to pay monthly contributions to the UFCW National Fund (“Fund”) in the following maximum amounts on behalf of all eligible full time employees (contributions shall not be required for part-time employees) who submit authorization forms to the Employer authorizing the contributions to health insurance premiums set forth below (no contributions shall be required for employees who decline to submit authorization forms to the Employer authorizing the contributions to health insurance premiums set forth below):

- a) Effective first pay period following January 1, 2022, Employer agrees to contribute a maximum of \$630.00 per month.
- b) Effective first pay period following January 1, 2023, Employer agrees to contribute a maximum of \$670.00 per month.

**8.02** 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 of service to obtain eligibility for employee-only benefits under the Trust Fund benefit plan (not including the required one-month lag period).

8.02.1 Employee contributions for health insurance, dental, vision, life and accidental death and dismemberment benefits shall be paid to, and retained by, the Employer. Effective April 1, 2020: Single Coverage – Eligible employees who elect single coverage under the rules of the Trust

Fund hereby authorize the Employer to internally deduct the sum \$5.00 per week, through authorized payroll deductions. Dependent Family Coverage – Family coverage for employee and spouse/children dependent coverage may be elected by Eligible employees. Employees electing such coverage hereby authorize the Employer to internally deduct the sum \$16.00 per week for such dependent coverage, through authorized payroll deductions.

### **8.03 Sound Retirement Trust :**

a) **Acceptance of Trust Agreement:** The Employer and the Union agree to be bound by the terms of the Trust Agreement, which created the Sound Retirement Trust (formerly the Retail Clerks Pension Trust), as initially executed on January 13, 1966, 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 Trust's Plan Document, Summary Plan Description, and other pertinent rules, regulations, and Trustee actions. The Employer accepts the Employer Trustee members of the Board of Trustees, and their duly appointed successors, as its representatives for purposes of managing the Trust.

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.

b) All contributions shall be paid on compensable hours with a maximum of one hundred seventy-three (173) hours per calendar month per employee.

c) The term "compensable hour" shall mean any hour for which any employee receives any compensation required by this Agreement.

d) 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.

e) 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 Employer'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.

f) The parties hereby adopt the Preferred Schedule under the Rehabilitation Plan of the Sound Retirement Trust as revised September, 2020 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 applicable Schedule. Until the effective date of the employer's contribution to the VAP, the

Employer will continue to make contributions to the Sound Retirement Trust and the Employer's active employees will continue to earn benefit accruals under the Sound Retirement Trust.

	1/1/2021	10/1/2021	1/1/2022	1/1/2023	1/1/2024
Base Rate	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07	\$ 0.07
Pre-Rehab Rate	\$ 0.18	\$ 0.18	\$ 0.18	\$ 0.18	\$ 0.18
Rehab Rate	\$ 0.86	\$ 0.92	\$ 1.056	\$ 1.192	\$ 1.222
TOTAL	\$ 1.11	\$ 1.17	\$ 1.306	\$ 1.442	\$ 1.472

g) Upon the effective date of the employer's contribution to the VAP under Section 8.04, future benefit accruals under the SRT will cease and the SRT plan will be frozen; as a result, the funding of 125% of the employer's base contribution for the SRT for the Employer's employees is discontinued once future benefit accruals commence under the VAP.

h) The Employer 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.

i) The SRT Employer 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. The Employer 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, 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.

#### **8.04 Sound Variable Annuity Pension Trust (VAP).**

a) As of the effective date of the employer's contributions to the VAP, future service benefit accruals will be earned in the VAP and participants' service earned under the SRT and the VAP will be recognized for participation, vesting and benefit eligibility purposes in both plans. For the first short plan year, there shall be a floor benefit and the benefit accrual of the Sound 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. The benefit guarantee will apply for the short plan year ending December 31, 2021.

b) Effective the first month following ratification of the contract, the Employer will contribute 2.5% of gross wages per month, which shall be defined as W-2 gross wages for federal income tax purposes plus pre-tax elective deferrals under sections 401(k), 125, health and welfare plan contributions and amounts contributed for 132(f)(4) plans under the Internal Revenue Code of

1986, for each eligible active participant to the VAP. Notwithstanding the above, in no event shall the contribution be less than 125% of the base contribution to the SRT as of the effective date of the VAP. 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. Contributions shall be remitted monthly, in the same manner as they have been made to the SRT.

c) In addition, the Employer will contribute three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the employer's effective date in the VAP through December 31, 2021.

e) 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.

f) The Employer will contribute three cents (\$.03) per hour for each eligible active participant to the VAP, commencing with the effective date of the employer contribution to the VAP for the term of this Agreement for the stabilization reserve.

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

**8.05 Trust Counsel.** In the event any of the Trust Funds are required to retain legal counsel for the purposes of enforcing the obligation to pay delinquent contributions or liquidated damages, the delinquent Employer shall be obligated for reasonable expenses incurred in connection with the collection effort, including reasonable attorney's fees, accountant's fees, court costs, and other expenses of litigation in accordance with the applicable Trust Agreement.

**8.07 Binding Obligation.** By entering into this Agreement, the parties adopt and agree to be bound by the terms of the Trust Agreements establishing the funds referred to in this Article and agree to be bound by all past and future lawful acts of the Trustees of each such fund in accordance with this Article. The Employer and the Union also agree to be bound by the Health and Welfare and Pension Agreement, effective May 2007, by and between Allied Employers, Inc. and UFCW Union Locals 21, 367, 1439 and Teamsters Union Local 38, and by all subsequent revisions or amendments thereto regarding the Employer's participation in the SRT and the VAP, subject to the contribution rates provided in Section 8.03 and 8.04.

## **ARTICLE 9 - SICK LEAVE**

**9.01** All probationary and non-probationary employees shall accumulate sick leave at the rate of one (1) hour per forty (40) hours worked per month; however, in no case will the maximum sick leave bank exceed eighty (80) hours. Sick leave is to be paid at the employee's current rate of pay from the first (1<sup>st</sup>) day of illness or accident. If the employee is hospitalized or injured on the job, sick leave shall commence on the fast day.

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

9.01.1 The Employer may require a doctor's certificate after three (3) or more days of absence.

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

### **ARTICLE 10 - BEREAVEMENT LEAVE**

**10.01** If the eligible employee covered by this Agreement suffers a death in the immediate family, such employee shall be entitled up to three (3) working days off with pay to attend to bereavement needs. Such pay shall be for time lost. If the Employer approves, additional unpaid leave may be granted if necessary for travel purposes. The Employer may ask for proof of death if this benefit is being misused by an employee.

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

### **ARTICLE 11 - GENERAL CONDITIONS**

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

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

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

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

**11.05 Health Care Facility.** It is understood and agreed between the Employer and the Union that the continuation of service to health care facilities and nursing homes is essential to both

parties, such health care facilities, nursing homes and the general public. The Union agrees that in exercising any rights to it under this Agreement or by Law, they will do nothing to interrupt laundry and linen supply service to health care facilities and nursing homes and that the Union will utilize its best efforts to maintain service to such health care facilities and nursing homes at all times.

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

**11.07 Jury Duty.** Any member of the Union regularly employed by the Employer who may be selected and required to serve on a jury shall receive from the Employer the difference in pay between what the employee will receive as a juror and their regular rate of pay (with the Employer)

during the time the employee is serving on jury duty. The Employer shall not be obligated to pay more than two (2) weeks pay to any individual employee during the life of this Agreement.

**11.08 Health Tests.** Upon submitting the receipt to the Employer, the Employer shall reimburse employees for the Hepatitis “B” vaccine. Employees shall be reimbursed for the vaccine the pay period following receipt submission. The Employer will address additional occupational health needs consistent with state and federal requirements and, as appropriate, consistent with recommendations and guidelines of the Center for Disease Control, local and state health departments and community standards.

**11.09 Safety.** The Employer will maintain a safe and healthful workplace in compliance with all laws applicable to the safety and health of its employees, including providing protective equipment and having it readily available in accordance with appropriate OSHA, WISHA, National Regulatory Commission (NRC) guidelines. Employees shall be entitled to grieve alleged violations of this provision, but matters arising under this provision shall not be subject to arbitration.

11.09.1 Employees working in the “soil” department shall be provided gloves and protective gowns.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

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

**Step One.** Any dispute over the interpretation or application of this Agreement, must be submitted in writing to the Employer within twenty-one (21) days of the occurrence.



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

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

**Step Three.** If the grievance is not resolved at Step Two, it may be referred to final and binding arbitration on the motion of either party no later than seven (7) days from the conclusion of Step Two. The submitting party shall simultaneously write to the Federal Mediation and Conciliation Service and request that a panel of eleven (11) arbitrators be sent to both parties or their counsel. An arbitrator shall be selected by alternately striking names from the list with the last remaining name being the arbitrator. The Employer and the Union shall share equally any fees for the arbitrator. Compensation of witnesses shall be the responsibility of the party requesting such witnesses. (The parties shall each pay their own expenses [attorneys' fees, etc.] )

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

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

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

### **ARTICLE 13 - MANAGEMENT RIGHTS**

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

**ARTICLE 14 - SAVINGS CLAUSE AND SCOPE OF AGREEMENT**

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

**ARTICLE 15 - CONTRACT PERIOD MODIFICATION AND TERMINATION**

15.01 This Agreement, by and between United Food and Commercial Workers Union Local #21, and the Employer shall take effect and remain in full force and effect from April 1, 2021 through March 31, 2024 on which date this Agreement and terms thereof shall be automatically renewed from year to year thereafter, unless sixty (60) days prior to the expiration of this Agreement or the annual dates of any renewal thereof, written notice by certified mail is given by either party to the other of their desire to modify or terminate this Agreement, such notice shall contain a statement of the modification desired.

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

IN WITNESS WHEREOF, we attach our signatures this 18 day of January, 2021.

23

**TOMLINSON LINEN**

By: \_\_\_\_\_

Joel McAllister

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

By: \_\_\_\_\_

Faye Guenther  
President

By: \_\_\_\_\_

Evelyn Orantes-Fogel  
Negotiator

**APPENDIX A**  
**WAGE SCALE\***

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

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

It is agreed that where any employee is temporarily transferred to other employment, they will be paid the highest wage scale provided for such employment, but in no case, to be less than the scale provided for their regular employment.

<b>Flatwork/Tumble</b>	<b>4/1/2020</b>	<b>First Full Pay period following Ratification</b>	<b>4/1/2022</b>	<b>4/1/2023</b>
24 months	\$14.08	\$15.50	\$16.13	\$16.78
18-24 months	\$13.38	\$14.73	\$15.32	\$15.94
12-18 months	\$12.67	\$13.95	\$14.52	\$15.10
6-12 months	\$11.97	\$13.18	\$13.71	\$14.26
0-6 months	\$11.26	\$12.40	\$12.90	\$13.42

<b>Soilsort/Packout</b>	<b>4/1/2020</b>	<b>First Full Pay period following Ratification</b>	<b>4/1/2022</b>	<b>4/1/2023</b>
24 months	\$14.17	\$15.57	\$16.20	\$16.85
18-24 months	\$13.46	\$14.79	\$15.39	\$16.00
12-18 months	\$12.75	\$14.01	\$14.58	\$15.17
6-12 months	\$12.04	\$13.23	\$13.77	\$14.32
0-6 months	\$11.34	\$12.46	\$12.96	\$13.48

<b>Washroom/Helper</b>	<b>4/1/2020</b>	<b>First Full Pay period following Ratification</b>	<b>4/1/2022</b>	<b>4/1/2023</b>
24 months	\$15.05	\$15.90	\$16.53	\$17.18
18-24 months	\$14.30	\$15.10	\$15.70	\$16.32
12-18 months	\$13.55	\$14.31	\$14.88	\$15.46
6-12 months	\$12.79	\$13.52	\$14.05	\$14.60
0-6 months	\$12.04	\$12.72	\$13.22	\$13.74

**LETTER OF UNDERSTANDING**

**DRUG & ALCOHOL POLICY**

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

CONFIRMED: This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOMLINSON LINEN**

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

By: \_\_\_\_\_  
Joel McAllister .

By: \_\_\_\_\_  
Matt Wood, Negotiator .

**LETTER OF UNDERSTANDING**

**Labor-Management/ Safety Committee.**

A Labor-Management Committee shall be established and will meet at mutually agreeable times, but not to exceed once per month. The purpose of the Committee will be to foster improved communication and to discuss other matters of mutual concern, including safety concerns. The Committee shall be limited to an advisory rather than a decision-making capacity. The Committee shall consist of representatives of management and up to three (3) employees selected by the Union. All members of the Committee shall be employees of Tomlinson Linen. A Union representative may attend. Committee participation will be considered as time worked and paid at the appropriate rate of pay.

The Union and Employer may mutually agree to have The Federal Mediation and Conciliation Service (FMCS) provide training to set up this committee.

CONFIRMED: This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOMLINSON LINEN**

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

By: \_\_\_\_\_  
Joel McAllister

By: \_\_\_\_\_  
Matt Wood, Negotiator

**Letter of Understanding**

**Health Benefits Eligibility- Negotiations 2021**

The Employer and the Union shall request that the UFCW National Health & Welfare Trust Fund (“the UFCW Fund”) amend the eligibility rules for Tomlinson Linen employees to allow employees to be eligible for health benefits after reaching 720 hours of service.

If the UFCW Fund agrees to the new eligibility rules, Article 8.02 shall be amended to read as follows:

Calculation of Employee Eligibility and Contribution Amounts. The Parties to this Agreement agree that employees must reach an accumulation of 720 hours of service to obtain eligibility, for regular full-time employees only, under the Trust Fund benefit plan (not including the required one month lag period). Such employee shall be referred to hereafter as “eligible employees”. Upon accumulation of 720 compensable hours of service, the Employer contribution rate shall be paid at the amounts specified herein in the next full month, for each eligible employee.

If the UFCW Fund does not agree to the new eligibility rules, this letter of understanding shall be voided.

CONFIRMED: This 18 day of January, 2021.23

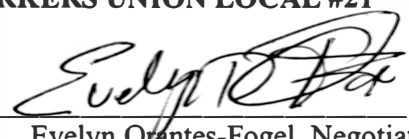
**TOMLINSON LINEN**

By: \_\_\_\_\_

  
Joel McAllister

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

By: \_\_\_\_\_

  
Evelyn Orantes-Fogel, Negotiator

**Letter of Understanding**

**Temporary Work- Negotiations 2021**

The Employer may temporarily assign non-bargaining unit employees on modified work duty to a bargaining unit position for a maximum period of 12 weeks. The non-bargaining unit employee may not displace a current bargaining unit employee and no bargaining unit employees' hours shall be reduced as a result of this temporary assignment.

Non-bargaining unit workers are not entitled to any rights or benefits under this Agreement.

The Employer will provide the Union a report of all non-bargaining unit employees on temporary assignments every three months including: first and last name, regular job classification, total hours worked, start date of temporary assignment, and dates worked.

CONFIRMED: This 18 day of January, 2023

**TOMLINSON LINEN**

By: \_\_\_\_\_

Joel McAllister

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

By: \_\_\_\_\_

Evelyn Orantes-Fogel, Negotiator



# THE UNION DIFFERENCE

**As a union member, you have certain rights at your workplace:**

## A Voice at Work

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Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

## Right to Union Representation

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Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

## Just Cause for Discipline

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The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

## The Security of a Union Contract

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As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

## Union Leadership

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UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

# My Shop Steward is:

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# My Union Rep is:

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*Building a powerful Union that fights for economic,  
political and social justice in our workplaces  
and in our communities.*

**Seattle:** 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

**Mt. Vernon:** 1510 N 18th St, Mt Vernon, WA 98273-2604

**Des Moines:** 23040 Pacific Hwy S, Des Moines, WA 98198-7268

**Silverdale:** 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

**Spokane:** 2805 N Market St, Spokane, WA 99207-5553

**Spokane:** 1719 N Atlantic St., Spokane, WA 99205

**Tri-Cities:** 2505 Duportail St, Suite D, Richland, WA 99352-4079

**Wenatchee:** 330 King St, Suite 4, Wenatchee, WA 98801-2857

**Yakima:** 507 S 3rd St, Yakima, WA 98901-3219

[WWW.UFCW3000.ORG](http://WWW.UFCW3000.ORG)

UFCW3000



**UFCW3000**

1-800-732-1188 | MEMBER RESOURCE CENTER 1-866-210-3000

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